



**Board of Trustees  
Compensation and Labor Committee  
Meeting**

**May 31, 2016  
10:45-11:15 a.m.  
Fairwinds Alumni Center  
800-442-5794, passcode 463796**

**AGENDA**

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| <b>I. CALL TO ORDER</b>  | John Sprouls<br><i>Chair, Compensation and Labor Committee</i>   |
| <b>II. ROLL CALL</b>   | Elizabeth Richner<br><i>Coordinator, Human Resources</i>   |
| <b>III. MEETING MINUTES</b>  |  |
| <ul style="list-style-type: none"><li>• <a href="#">Approval of March 24, 2016, meeting minutes</a></li></ul>  | Chair Sprouls  |
| <b>IV. NEW BUSINESS</b>  |  |
| <ul style="list-style-type: none"><li>• Seventh Amended and Restated Employment Agreement for President John C. Hitt (<a href="#">CLC-1</a>)</li></ul>   | Chair Sprouls<br>Scott Cole<br><i>Vice President and General Counsel</i>   |
| <ul style="list-style-type: none"><li>• Amendment to University Regulations UCF-3.015 Promotion and Tenure of Tenured and Tenure-earning Faculty and UCF-3.0175 Promotion of Full-time Non-tenure-earning, Research, and Clinical Assistant and Associate Professors (<a href="#">CLC-2</a>)</li></ul> | Chair Sprouls<br>Scott Cole<br><i>Vice President and General Counsel</i><br>Youndy Cook<br><i>Deputy General Counsel</i> |
| <ul style="list-style-type: none"><li>• Investment Committee Update Regarding the Final Designation of Active Providers for the UCF 403(b) Plan (<a href="#">INFO-1</a>)</li></ul>   | Shelia Daniels<br><i>Interim Associate Vice President and Chief Human Resources Officer</i>                              |
| <b>V. CLOSING COMMENTS</b>   | Chair Sprouls  |



**Board of Trustees  
Compensation and Labor Committee  
Teleconference Meeting  
March 24, 2016**

**MINUTES**

**CALL TO ORDER**

Chair John Sprouls called the meeting to order at 8:05 a.m. The following committee members were in attendance: Chair John Sprouls, Vice Chair David Walsh, Clarence Brown, and Chairman Marcos Marchena. Trustee Keith Koons was also in attendance.

**MEETING MINUTES**

The minutes of the January 7, 2015, meeting were approved as submitted.

**NEW BUSINESS**

New University Regulation UCF-3.0176 Instructor and Lecturer Faculty Promotion (CLC-1) Youndy Cook, Deputy General Counsel, presented new university regulation UCF-3.0176 Instructor and Lecturer Faculty Promotion. After discussion, the committee members unanimously recommended the approval of the regulation.

Amendment to University Regulation UCF-3.0124 Discipline and Termination for Cause of Non-Unit Faculty and A&P Staff Members, University Regulation UCF-3.036 Grievance Procedure for Non-Unit Faculty Employees, University Regulation UCF-3.037 Grievance Procedure for Non-Unit A&P Employees. New University Regulation UCF-10.010 Discipline and Termination for Cause of Faculty and A&P Staff Members of the College of Medicine (CLC-2) Cook presented proposed amendments to university regulations UCF-3.0124, UCF-3.036, and UCF-3.037. Cook also presented new university regulation UCF-10.010. After discussion, the committee unanimously recommended the approval of the amended and new regulations.

Amendment to University Regulation UCF-3.0262 Meritorious Service Awards Program (CLC-3) Cook presented proposed amendments to university regulation UCF-3.0262 Meritorious Service Awards Program. After discussion, the committee members unanimously recommended the approval of the regulation.

Investment Committee Charter and Investment Policy Statement for the UCF 403(b) Plan (INFO-1) Shelia Daniels, Interim Associate Vice President and Chief Human Resources Officer, presented the UCF 403(b) Investment Committee Charter and Investment Policy Statement for the UCF 403(b) plan. After discussion, Board of Trustees Chairman Marcos Marchena requested that the information item be presented to the Board of Trustees Finance and Facilities Committee. Trustee David Walsh requested the Investment

Committee to report to the Board of Trustees Compensation and Labor Committee regarding the final designation of the active providers for the UCF 403(b) plan.

**CLOSING COMMENTS**

Chair Sprouls adjourned the meeting at 9:31 a.m.

Respectfully submitted: \_\_\_\_\_ Date  
Shelia Daniels  
Interim Associate Vice President and  
Chief Human Resources Officer

ITEM: CLC-1

**University of Central Florida  
BOARD OF TRUSTEES  
Compensation and Labor Committee**

**SUBJECT: Seventh Amended and Restated Employment Agreement for President Hitt**

**DATE: May 31, 2016**

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**PROPOSED COMMITTEE ACTION**

Approve the Seventh Amended and Restated Employment Agreement for President Hitt.

**BACKGROUND INFORMATION**

In October 2016, the UCF Board of Trustees approved an employment agreement for the president with a fixed term ending on June 30, 2016, and allowed for annual extensions of the contract upon mutual agreement and after review of the President's performance by the Board. The attached Agreement extends the employment agreement until June 30, 2017.

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**Supporting documentation:**

Attachment A: Seventh Amended and Restated Employment Agreement,  
Redline Version

**Prepared by:** Scott Cole, Vice President and General Counsel

**Submitted by:** John Sprouls, Chair, Compensation and Labor Committee

## Attachment A

### ~~SIXTH~~ SEVENTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This ~~Seventh~~<sup>ixth</sup> Amended and Restated Employment Agreement ("Agreement"), is entered into by and between the University of Central Florida Board of Trustees (the "Board," or the "Board of Trustees"), and Dr. John C. Hitt (the "President" or "Dr. Hitt") and shall become effective on July 1, 2016. Board and President may hereinafter be collectively referred to as the "parties".

#### RECITALS

WHEREAS, Dr. Hitt has served as President of the University of Central Florida ("University") since 1992 and guided the University through a period of unprecedented growth in enrollment and quality; and

WHEREAS, the Board has the authority to determine the terms and conditions of employment of the President; and

WHEREAS, the Board wishes to amend and restate its existing employment agreement with Dr. Hitt to memorialize the terms and conditions of his continued employment as President; and

WHEREAS, both the Board and Dr. Hitt desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, this Agreement amends and restates in its entirety the ~~Fifth~~ Sixth Amended and Restated Employment Agreement ~~dated April 20~~ approved by the Board on November 2, 2015 and which terminates on June 30, 2016.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.0 Term.** The Board shall employ Dr. Hitt as its President for a term beginning on ~~the date of the last signature affixed hereto~~ July 1, 2016 and ending on June 30, 2017~~6~~. This Agreement may be extended for additional one year terms upon mutual agreement of the parties following review of the President's performance by the Board. If this Agreement is not renewed, Dr. Hitt shall be eligible for any incentive compensation awards heretofore granted in accordance with Section 4.3, subject to applicable withholding and employment taxes.

**Section 2.0 Powers and Duties.** Dr. Hitt shall be the President of the University, subject to the rules, policies, and supervision of the Board. Dr. Hitt shall have the powers and duties reserved to the position of President by the University's bylaws, and as established from time to time by the Board (collectively, the "Duties"). Dr. Hitt and the Board acknowledge and agree that the Duties shall be consistent with those customarily performed by presidents of top-tier state universities comparable in size and type to the University, including, without limitation, educational leadership,

## Attachment A

faculty relations, budgeting, long-range planning, fundraising, public relations, student services, recruitment of personnel, appointment, promotion and dismissal of all faculty and staff members, and such other duties as may be determined or assigned by the Board.

**Section 3.0 Evaluation.** On or before September 1 of each year, Dr. Hitt shall provide to the Chair of the Board of Trustees' Compensation and Labor Committee (the "Committee Chair") a list of proposed goals and objectives for the fiscal year period and the next thirty-six (36) month period. The Board, or a committee thereof, and Dr. Hitt shall discuss Dr. Hitt's proposed goals and objectives, after which time the Board, or a committee thereof, shall agree upon finalized goals and objectives for that fiscal year and the next thirty-six (36) month period. Dr. Hitt shall initiate the evaluation process for the period that ended on June 30 of that year by submitting to the Committee Chair a self-appraisal of such period's performance. Dr. Hitt will use best efforts to submit the self-appraisal by September 15 but no later than September 30 of each calendar year. This appraisal shall address performance related to each of the goals and objectives. After Dr. Hitt has submitted this self-appraisal, the Board shall evaluate his performance during the previous academic year based primarily on his achievement of the mutually agreed upon goals and objectives and to a lesser extent such other criteria as the Board deems appropriate. To aid the Board in its annual performance review, Dr. Hitt agrees to furnish to the Board, or a committee thereof, such additional oral or written reports as it may request.

### **Section 4.0 Compensation.**

**Section 4.1 Annual Base Salary.** As compensation for the services to be performed by Dr. Hitt pursuant to this Agreement, the Board shall pay Dr. Hitt an initial annual base salary of ~~\$505,730~~ 505,730. No more of this amount than is allowed by Florida Statutes shall be paid from public funds. This amount shall be payable according to the pay plan for administrative faculty employees at the University, with appropriate deductions for taxes and benefits. The Board shall review Dr. Hitt's compensation in connection with the annual evaluation of his performance, as set forth in Section 3.0 of this Agreement.

**Section 4.2 Deferred Compensation.** While employed as University President, Dr. Hitt shall receive annual deferred compensation equal to 20% of salary, payable quarterly. To the maximum extent possible, this sum should be provided through qualified plans (e.g. 403(b), 457, etc.).

**Section 4.3 Incentive Compensation.** Dr. Hitt shall be eligible for an annual incentive award, based on the accomplishment of the 36 month goals, established pursuant to section 3.0, for the just concluded three (3) year period in accordance with the Performance Unit Plan approved by the Board. If such goals are attained, as determined by the Board, the Board shall pay to Dr. Hitt a lump sum incentive award. This long term incentive compensation may be revised for future three year periods based solely on the discretion of the Board, but shall not be decreased. Amounts earned under the Performance Unit Plan are payable after the conclusion of the three year performance period and shall be paid in a lump sum (less applicable taxes and deductions) on or before December 31<sup>st</sup> following the completion of the performance period).

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### **Section 5.0 Benefits.**

**Section 5.1 Standard Benefits.** While employed as University President, Dr. Hitt shall be eligible to participate in all present and future benefit plans maintained by the University for administrative faculty employees. Such benefits shall include, without limitation, health care, disability and life insurance programs, retirement plans, tax-deferred savings plans, flexible spending accounts, and vacation and sick leave.

**Section 5.2 Business/Travel Expenses.** While employed as University President, the University shall cover the cost of Dr. Hitt's reasonable business expenses, including professional dues, meetings, business travel, and entertainment.

**Section 5.3 Automobile.** While employed as University President, the University shall provide Dr. Hitt with an automobile allowance or a University-owned full size automobile, which will be replaced every three (3) years, utilizing non-public funds. If the University provides Dr. Hitt with an automobile, it shall be responsible for the costs of fuel, maintenance, repairs, and insurance. Dr. Hitt shall be responsible for any tax liability associated with non-business use of the automobile in accordance with applicable Internal Revenue Service Regulations.

**Section 5.4 Miscellaneous.** While employed as University President, the President shall be given an allowance of up to \$4000 per month for travel for his spouse, memberships at Interlachen Country Club and the Citrus Club, or other organizations approved by the Board, and an annual physical, all to be provided from non-public funds.

**Section 6.0 Housing.** For the benefit and convenience of the University in having the functions of the Office of President most efficiently discharged, while employed as University President, Dr. Hitt shall be required to reside in the University-owned Burnett House, at the University's expense, during the term of this Agreement. The University shall provide staff with responsibilities for grounds-keeping, repairs, housekeeping services, and general maintenance of the Burnett House and cover all related expenses, including utilities.

For the convenience of the University, the Burnett House shall be available and shall be used, for University-related business and entertainment on a regular and continuing basis. Costs associated with such University events shall be paid by the University. If it is not feasible to entertain at the Burnett House due to a large number of invited guests, the University shall provide Dr. Hitt with another location suitable to host such an event and will bear the costs.

**Section 7.0 Outside Activities.** Dr. Hitt agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, to devote full-time attention and energies to his Duties as President. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the Duties set forth in Section 2.0 of this Agreement. Dr. Hitt shall not engage in any activity that may be competitive with or adverse to the best interests of the Board and the University.

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With prior approval from the Board, Dr. Hitt may serve on up to two (2) boards of directors of for-profit corporations. In addition, Dr. Hitt must give prior notice to the Chair before agreeing to serve on any board of directors of a nonprofit corporation. Any and all income or other compensation earned by Dr. Hitt in connection with outside business activities shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits he is otherwise entitled to receive hereunder. Dr. Hitt shall use annual leave when attending to matters pertaining to such service if it is during normal work hours and requires a half day or more.

### **Section 8.0 Termination.**

**Section 8.1 Termination for Cause.** The Board may terminate this Agreement and Dr. Hitt's employment hereunder for Cause. Cause for this purpose shall mean anyone or more of the following:

- A. Neglect or inattention by Dr. Hitt to the Duties of President of the University or Dr. Hitt's refusal or unwillingness to perform such Duties in good faith and to the best of Dr. Hitt's abilities after reasonably specific written notice of such neglect or inattention has been given to Dr. Hitt and Dr. Hitt has continued such neglect or inattention during a subsequent period specified by the Board of not less than ninety (90) days; or
- B. Material, significant or repetitive violation or breach by Dr. Hitt of this Agreement; or
- C. Conviction, a plea of guilty, or a plea of nolo contendere by Dr. Hitt to a felony, or to a misdemeanor involving moral turpitude; or
- D. Fraud or dishonesty of Dr. Hitt in the performance of his duties or responsibilities hereunder; or
- E. Fraud or dishonesty of Dr. Hitt in the preparation, falsification or alteration of documents or records; or
- F. Knowing failure by Dr. Hitt to obtain prior approval for outside activities as required by law or this Agreement; or
- G. Commission of or participation in any act, situation, or occurrence by Dr. Hitt which brings Dr. Hitt into public disrepute, contempt, scandal or ridicule or failure by Dr. Hitt to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon University's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.

In the event of termination for cause, Dr. Hitt shall no longer be entitled to receive

## Attachment A

any compensation under this agreement and shall forfeit any additional compensation accrued but not earned pursuant to paragraph 8.5. In lieu of termination for cause, the Board may suspend Dr. Hitt for a period not to exceed ninety (90) days for anyone or more of the acts or omissions representing grounds for termination for cause under this sub-paragraph. During a period of suspension under this sub-paragraph, Dr. Hitt shall only be entitled to receive the base salary provided by section 4.1.

**Section 8.3 Resignation as President.** In the event Dr. Hitt resigns his employment as President of the University in a timely manner that is acceptable to the Board, and he elects to return to the tenured faculty in a teaching, research or service role, Dr. Hitt shall be paid an annual salary of \$260,000. Dr. Hitt shall have the option of spending the first year immediately following his resignation on sabbatical, providing that such sabbatical is subject to the terms and conditions of the University's sabbatical program, including, without limitation, Dr. Hitt's agreement to repay the University any salary he receives while on sabbatical if he does not return to the University for at least two consecutive semesters (excluding summers) immediately following participation in the sabbatical program. No other benefits or compensation referenced in this Agreement shall continue. However, Dr. Hitt shall be eligible for any incentive compensation awards heretofore granted in accordance with Section 4.3.

**Section 8.4 Death/Permanent Disability.** In the event Dr. Hitt is unable to complete the term of this Agreement due to death or permanent disability as defined in section 409A of the Internal Revenue Code, he or his estate shall be entitled to receive an amount equal to the remaining base salary (Section 4.1) due under the Agreement up to a maximum of two years. In the case of disability, the two year period shall be calculated beginning with the initial date of disability, and payable on a bi-weekly basis. In the case of death, the payment shall be made within thirty days of due notice by the proper estate authority.

In the event of Dr. Hitt's death during his service as President, his spouse shall be entitled to remain in the University-owned residence for up to one hundred twenty (120) days after Dr. Hitt's death. The Board, in its sole discretion, may extend this one hundred twenty (120) day period.

~~**Section 8.5 Forfeiture of Additional Compensation.** Dr. Hitt accrued one year of additional base salary for services rendered from July 1, 2013 through June 30, 2014. The additional compensation shall not be payable until, and shall be forfeited, unless Dr. Hitt is employed on June 30, 2016 or is terminated without cause before June 30, 2016 as provided in Section 8.2.~~

**Section 9.0 Dispute Resolution.** The Board and Dr. Hitt agree that if any dispute arises concerning this Agreement they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Board and Dr. Hitt agree that they will submit the dispute to confidential, binding arbitration in Orlando, Florida, in accordance with the Commercial

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Arbitration Rules of the American Arbitration Association then in effect. The tiling fee and all costs of the arbitration and the arbitrator(s) fees shall be divided equally between the parties. Each party shall bear their own costs of any legal fees associated with the dispute and the arbitration proceeding.

The Board and Dr. Hitt will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know the disclosed information (Dr. Hitt’s spouse shall be deemed to have a need to know any information disclosed to her), and will use their best efforts to ensure that such persons do not further disclose any such information. The Board and Dr. Hitt agree that no arbitrator may be a University faculty member or have any material ongoing relationship with the University.

**Section 10.0 Notice.** Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:  
Chair, Board of Trustees  
University of Central Florida  
4000 Central Florida Blvd.  
Orlando, FL 32816

If to the President:  
Dr. John C. Hitt, President  
University of Central Florida  
4000 Central Florida Blvd.  
Orlando, FL 32816

**Section 11.0 Severability and Waiver.** If any portion of this Agreement shall be held to be invalid, inoperative, or unenforceable, then, so far as possible, effect shall be given to the intent manifested by the portion held invalid, inoperative, or unenforceable, and the remainder of this Agreement shall remain in full force and effect. No waiver or failure to enforce any or all rights under this Agreement by either party on any occasion shall constitute a waiver of that party's right to assert the same or any other rights on that or any other occasion.

**Section 12.0 Governing Law.** This Agreement shall be interpreted and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Florida, excluding its choice of law rules.

**Section 13.0 Counterparts.** This Agreement may be executed in counterparts, and by the parties on separate counterparts each of which, when so executed, shall constitute but one in the same instrument.

**Section 14.0 Modification of Agreement.** This Agreement represents the complete understanding of the parties and supersedes any previous or contemporaneous written or oral representations made by either party. There are no other promises, understanding, obligations, inducements, undertakings, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement. This Agreement may be modified or amended only by

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mutual written consent of the parties.

**Section 15.0 Personal Contract.** The obligations and Duties of Dr. Hitt shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon and inure to the benefit of Dr. Hitt and his executors, administrators, heirs, successors, and permitted assigns, and upon the University and its successors and assigns.

**Section 16.0 Insurance and Indemnification.** Dr. Hitt shall be provided with director's and officer's liability insurance coverage and be protected by indemnification agreements on the same terms and conditions enjoyed by trustees and senior officers, said coverage to survive termination as to matters relating to his presidency.

**Section 17.0 No Trust Fund.** Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that Dr. Hitt acquires a right to receive payments from the University under this Agreement, the University's obligation to make such payments represents an unfunded promise or covenant to pay such amount running from the University to Dr. Hitt.

**Section 18.0 Understanding of the Agreement.** Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms.

**Section 19.0 Disclosure of the Agreement.** Both parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided for by law.

**Section 20.0 Section 409A.** The parties intend that benefits under this agreement are to be either exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code and the regulations issued thereunder ("Section 409A"), and this Agreement shall be interpreted and administered in accordance with the intent that Dr. Hitt not be subject to tax under Section 409A. If any provision of the Agreement would otherwise conflict with or frustrate this intent, that provision will be interpreted and deemed amended so as to avoid the conflict. Any reference in this Agreement to "termination of employment", "separates from service" or similar phrase shall mean an event that constitutes a "separation from service" within the meaning of Section 409A. All reimbursements and in-kind benefits shall be provided in accordance with Treasury Regulation Section 1.409A-3(i)(iv).

**Section 21.0 Miscellaneous.** The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, or officer of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

## Attachment A

IN WITNESS WHEREOF, the President and the authorized representative of the Board of Trustees have executed this Agreement to be effective as of ~~the date of the last signature affixed hereto~~ July 1, 2016

University of Central Florida

By: \_\_\_\_\_  
Marcos R. Marchena  
Chairman, Board of Trustees

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
John R. Sprouls  
Chair Board of Trustees, Compensation and Labor Committee

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
John C. Hitt  
President, University of Central Florida

\_\_\_\_\_  
(Date)

**ITEM: CLC-2**

**University of Central Florida  
BOARD OF TRUSTEES  
Compensation and Labor Committee**

**SUBJECT: Amendment to University Regulations UCF-3.015 Promotion and Tenure of Tenured and Tenure-earning Faculty and UCF-3.0175 Promotion of Full-time Non-tenure earning, Research, and Clinical Assistant and Associate Professors**

**DATE: May 26, 2016**

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**PROPOSED COMMITTEE ACTION**

Approve amendments to University of Central Florida regulations UCF-3.015 and UCF-3.0175.

**BACKGROUND INFORMATION**

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulations UCF-3.015 and UCF-3.0175 are being amended to update the new name of the Office of Faculty Excellence. Additionally, UCF-3.015 is being amended to articulate tenure eligibility for tenure-earning faculty in the College of Medicine. UCF-3.0175 has minor updates including changing the language from “may” to “shall” when describing the evaluation criteria for promotion.

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**Supporting documentation:**

Attachment A: Proposed Amended Regulation UCF-3.015 (redline)  
Attachment B: Proposed Amended Regulation UCF-3.0175 (redline)

**Prepared by:** Youndy C. Cook, Deputy General Counsel

**Submitted by:** Scott Cole, Vice President and General Counsel

## Attachment A

### UCF 3.015 - Promotion and Tenure of Tenured and Tenure-earning Faculty

#### (1) Policy.

- (a) University of Central Florida (UCF) adheres to the provisions of any applicable collective bargaining agreement regarding promotion and tenure procedures.
- (b) There shall be sufficient discipline flexibility in interpretation of the standards for promotion so that ~~individuals~~ faculty members may have a reasonable expectation of fulfilling the requirements.
- (c) A faculty member shall normally be recommended for promotion to associate professor prior to or at the same time that tenure is recommended. To save time for both faculty member and committees, the necessary materials for both will go forward simultaneously. Votes on tenure and promotion shall occur concurrently at department or unit, college, and university levels, if applicable.
- (d) The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.
- (e) Effect of tenure criteria modification.
  - 1. If a ~~tenure-earning faculty member not in the College of Medicine~~ ~~employee~~ has at least four (4) years of tenure-earning credit as of the effective date of a modification to the applicable tenure criteria, the employee shall be evaluated for tenure under the criteria as it existed prior to modification unless the ~~employee~~ faculty member notifies the university at least thirty (30) days prior to the commencement of the tenure consideration that he or she chooses to be evaluated under the newly adopted criteria.
  - 2. If a tenure-earning faculty member in the College of Medicine has at least six (6) years of tenure-earning credit as of the effective date of a modification to the applicable tenure criteria, the faculty member will be evaluated for tenure under the criteria as they existed prior to modification unless the faculty member notifies the university at least thirty (30) days prior to commencement of the tenure that he or she chooses to be evaluated under the newly adopted criteria.

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- (f) Tenure may be transferred from one unit to another with the approval of the faculty member, the dean, and the provost, as well as the chair and faculty of the new program.
- (g) Faculty serving on promotion and tenure committees charged with reviewing and making promotion recommendations shall hold rank at or above the rank to which the candidate is applying. Faculty making tenure recommendations shall hold tenure.
- (h) If at any stage in the process, a correction to the dossier is needed, or an issue arises, the provost's representative may make corrections to the dossier, or place the review of the candidate's dossier on hold until all issues related to the dossier are resolved. If the dossier is placed on hold, the candidate shall be notified within five (5) calendar days of this action.
- (i) When a candidate is serving in an administrative position at the level of chair or director or higher, or when a conflict of interest exists, the dean's office shall appoint an appropriate person to guide the candidate's promotion process.

### (2) Eligibility.

- (a) *Tenure.*

1. A tenure-earning faculty member not in the College of Medicine will normally begin the tenure application process in the spring preceding the sixth (6<sup>th</sup>) year of continuous service. However, a faculty member whose employment began in the spring semester may count tenure-earning time beginning with the following academic year. Faculty members may also choose to apply for tenure early, that is prior to the sixth year, or to use credit toward tenure given upon hire, unless they have voluntarily rescinded such credit. In certain unusual situations, the tenure clock may be extended with appropriate permission from the provost or provost's representative.

2. A tenure-earning faculty member in the College of Medicine will normally begin the tenure application process in the spring preceding the eighth (8<sup>th</sup>) year of continuous service. However, a faculty member whose employment began in the spring semester may count tenure-earning time

## Attachment A

beginning with the following academic year. Faculty members may also choose to apply for tenure early, that is prior to the eighth year, or to use credit toward tenure given upon hire, unless they have voluntarily rescinded such credit. In certain unusual situations, the tenure clock may be extended with appropriate permission from the provost or provost's representative.

- (b) *Promotion to associate professor.* Promotion from assistant to associate professor calls for excellence in teaching and substantial contributions in research, as well as, appropriate service contributions or other university duties, since appointment to UCF faculty. It is expected the candidate's research and scholarly activity have a significant impact, as normally indicated by national recognition.
- (c) *Promotion to professor.* Promotion to professor is awarded on the basis of superior achievement at the national and/or international level with the promise of continued contribution and not on the basis of longevity. The rank of professor reflects not only an individual's contributions within the institution, but also denotes a reputation as a leading scholar and researcher among one's academic peers on a national and/or international level. Substantial contributions of a continuing nature in each of the areas evaluated, beyond that expected of an associate professor, are necessary components for the achievement of the rank of professor.

### (3) Criteria

- (a) *Tenure.* Tenure is awarded upon the demonstration of highly competent and sustained performance. The recommendation of a faculty member for tenure shall signify that the president and the Board of Trustees believe that the employee will continue to make significant and sustained professional contributions to the university and the academic community.
- (b) *Promotion.* Promotion is awarded for meeting the criteria for appointment to the rank to which the candidate applies, as defined by the candidate's department or unit, by the candidate's college, and by this regulation.
- (c) *Standards for Promotion and Tenure.*

## **Attachment A**

1. Standards for promotion and tenure criteria shall take into account the mission and needs of the university and specifically address three areas: research, scholarly, and creative activities; teaching; and, service to the public, the discipline, and the university including those professional responsibilities consistent with faculty status.
2. Specific criteria for promotion and tenure are on file in each department or unit and college in the university. These criteria include items such as increased skill in teaching, demonstrated knowledge in research in candidate's discipline, increased recognition as an authority in the field, and potential for continued professional growth. Department or unit specific criteria shall be approved by a majority of the full-time tenured and tenure-earning faculty in the department or unit, the department chair or unit head, the dean, and the provost or designee.
3. If a college chooses to have criteria in addition to department or unit criteria, these criteria shall be approved by a majority of the full-time tenured and tenure-earning faculty in the college, the dean, and the provost or designee. Approved college criteria will also be available in the department or unit and in each college.
4. As a Ph.D.-granting research university, UCF places heavy emphasis on sustained and significant performance with regard to the research, scholarly, and creative activities of faculty members seeking tenure and/or promotion. Consideration shall be given to all evidence related to research, scholarly, and creative activities contained or explained in the candidate's dossier including, but not limited to, publications, grants, research presentations, and awards.
5. The university defines and evaluates instruction broadly. All types of teaching and teaching-related activities shall be considered as instruction. Assessment of instructional competency shall include evaluation of all materials provided in the candidate's dossier.

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6. Service to the candidate's department or unit, college, the university, profession, the greater Orlando area, and the public shall be included as service.

### **(4) Procedures.**

#### *(a) Overview.*

1. The promotion and tenure process shall be initiated by the faculty member in consultation with the department chair or unit head, and evaluated successively by the department or unit promotion and tenure committee, the department chair or unit head, the college promotion and tenure committee, the dean of the college, and the university promotion and tenure committee. The final decision of promotion and recommendation regarding tenure will be made by the provost and president. Tenure becomes official with final approval of the University of Central Florida's Board of Trustees.
2. Recommendations by department chairs or unit heads, deans, and all committees must be complete and concise, citing reasons for the recommendation that are based on evidence contained or explained in the candidate's dossier.
3. Rationale for all votes, including split votes, shall be explained within the promotion and tenure committees' recommendation. Abstentions are strongly discouraged in this process except in cases of conflict of interest.
4. In cases where a faculty member is in an academic unit but strongly affiliated with another unit (e.g. a center, institute, or other entity), the normal tenure and promotion process will be undertaken through the academic unit to which the faculty member belongs with written recommendations by both supervisors upon review of the candidate's materials. In cases where a faculty member has a joint appointment with two different academic units, the normal tenure and promotion process will be undertaken through the primary academic unit, but with written recommendations included in the file by both supervisors upon a review of the candidate's materials.

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5. Faculty may be hired with tenure when the person has held tenure at another institution of higher education or whose record would entitle them to receive tenure at UCF. Candidates for tenure upon hire must submit an application dossier to the department or unit to which he or she is applying. Tenured faculty in the department or unit will interview or evaluate the candidate and vote to recommend for or against tenure in that department or unit. The department chair or unit head shall submit his or her recommendation, the candidate's dossier, and the faculty recommendation to the dean. The dean shall forward his or her recommendation, the department or unit faculty's recommendation, the candidate's dossier, and a completed "Tenure upon Hire" form to the Office of Faculty ~~Excellence Relations~~ for provost's review. Tenure shall be awarded upon recommendation by the president and approval by the Board of Trustees.
  - (b) *Outside review.*
    1. In consultation with the department chair or unit head, each faculty member being considered for promotion shall prepare the materials to be forwarded to reviewers by the department chair or unit head. These materials will include department or unit criteria or guidelines, college criteria if they exist, this university regulation, a current curriculum vitae, and other research documentation as deemed appropriate.
    2. Outside reviewers primarily provide comments about the quality and impact of the candidate's scholarly research and creative activity within their common discipline or area of study. Normally, outside reviewers will hold the rank of full professor. The preponderance of the external letters should typically come from individuals holding tenured positions at very high research activity universities, as designated by the Carnegie Foundation.
    3. The department chair or unit head and the department or unit promotion and tenure committee shall jointly nominate four (4) outside reviewers in ranked order; and the faculty member being considered for promotion

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shall nominate his or her own four (4) outside reviewers in ranked order. The candidate will select two (2) reviewers from the department's or unit's list. The department chair or unit head, in consultation with the department or unit promotion and tenure committee, shall select two (2) reviewers from the candidate's list.

4. Only the department chair or unit head shall make contact with each of the four (4) selected reviewers to ascertain their willingness to review the candidate's materials for promotion. Should a potential reviewer agree to undertake the review, a standard letter provided by the Office of Faculty ~~Excellence~~Relations shall be used by the department chair or unit head for the purpose of submitting or emailing a dossier to the outside reviewer. Should any decline, the department chair or unit head shall contact the next ranked candidate. If the declining reviewer is from the candidate's list, then the next reviewer on that list would be contacted; if the declining reviewer is from the department's or unit's list, then the next reviewer on that list would be contacted. If all decline, the process outlined above starts over to identify new reviewers, as necessary.
  5. Reviewers shall not participate in the following cases:
    - (i) Where a potential conflict of interest exists;
    - (ii) If, in the reviewer's judgment, personal factors might impair their objectivity regarding an individual candidate.
  6. Once the promotion and tenure review process has started, the candidate is not to have any contact with the outside reviewers until the requested review letter is received by the university.
- (c) *Candidate Dossier.* A promotion and tenure dossier shall be accompanied by the supporting materials listed below:
1. Copies of applicable department and unit promotion and tenure criteria and college criteria where applicable;
  2. The curriculum vitae sent to the outside reviewers in the spring;
  3. Current curriculum vitae, if different from above;
  4. The employee's annual performance evaluations for the last five years;

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5. Cumulative progress evaluations (inclusion of cumulative progress evaluations are optional for candidates applying for promotion to professor);
  6. An overall summary statement and individual summary statements written by the candidate describing their teaching; research, scholarly, and creative activities; and service;
  7. Materials supporting candidate's summary statement of teaching; research, scholarly, and creative activities compiled by the candidate. In terms of documentation of external research funding, only contracts and grants processed through the university's Office of Research and Commercialization, or other appropriate university entity (e.g., UCF Foundation, other foundations, or private individuals) shall be considered.
  8. Dossier additions may be made by the candidate at any time prior to the provost's recommendation and may include items such as: publication acceptances, newly funded grants, or scholarly awards received. Depending upon the timing of an addition, newly added material may not be considered by all committees.
  9. Candidates may withdraw the dossier any time before the provost's final recommendation.
- (d) *Department or unit promotion and tenure committee.*
1. A department or unit promotion and tenure committee shall be established to function as an advisory group to the department chair or unit head and consist of all tenured department or unit faculty at or above the rank being sought by candidates in the department or unit. In instances when a department or unit has fewer than three (3) full-time tenured faculty at the rank required, additional tenured faculty at the rank required may be added from other related disciplines within the college or university. The department chair or unit head, in consultation with the dean and department or unit faculty, shall identify (a) potential committee member(s) who is or are willing to serve in this role. The same committee member(s) must serve on the department or unit committee for all

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- candidates seeking promotion and tenure for that cycle, in that department or unit.
2. Committee members may not serve on a department or unit promotion and tenure committee if they have been elected to represent the department or unit on the college promotion and tenure committee in the same college, the university promotion and tenure committee, or serve as a department chair or unit head in the same college. Because of the importance of the promotion and tenure process, it is expected that all promotion and tenure committee members will participate fully in the process.
  3. Faculty shall not serve in any of the following instances:
    - (i) Where a potential conflict of interest exists;
    - (ii) Where serious illness would prevent the faculty member from completing the evaluation process;
    - (iii) When personal factors might impair his or her objectivity regarding an individual candidate;
    - (iv) If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for department promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member;
    - (v) Faculty who are serving on the college promotion and tenure committee or will serve on the university promotion and tenure committee during the same cycle; or
    - (vi) Retired faculty.
  4. The department chair or unit head shall call the initial meeting to organize the committee. The promotion and tenure committee chair shall be a member of the promotion and tenure committee elected by majority vote of its members and shall call the promotion and tenure committee into

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session to transact such business as required. A quorum shall consist of the attendance of all committee members, when practicable, but not less than a majority of the committee members or fewer than three persons. The department promotion and tenure committee will be professional and discriminating in the decision-making process and make its recommendations solely based on department or unit and college criteria, this regulation and the materials contained or referenced in the candidate's dossier.

- (i) Because evaluative personnel records are being discussed, only members of the department promotion and tenure committee may be present for a given meeting.
  - (ii) The use of recording devices is prohibited during department promotion and tenure meetings and deliberations.
5. Each department promotion and tenure committee member shall be physically present to vote on the candidate being evaluated, except in those cases as outlined above or if voice or video calls are part of the approved procedures. The vote shall occur after promotion and tenure committee discussion, and the results shall be recorded. A promotion and tenure committee member shall vote only on dossiers that he or she has personally reviewed. Each evaluation and recommendation must be accompanied by an explanation of the promotion and tenure committee's action. In the case of any split vote, there must be a written explanation of the split vote. Abstentions are strongly discouraged except in cases of conflict of interest.
6. The promotion and tenure committee chair shall forward to the department chair or unit head the following:
  - (i) The record of attendance of all promotion and tenure committee meetings;
  - (ii) The promotion and tenure committee's evaluation and recommendation;
  - (iii) The candidate's dossier containing all evaluation materials;

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- (iv) The results of the poll of the tenured faculty for a candidate for tenure; and
  - (v) If applicable, Aa sealed envelope containing the official votes of the promotion and tenure committee regarding promotion and tenure.
7. The department chair or unit head shall transmit the promotion and tenure committee's evaluation and recommendation to the faculty candidate for review and potential comment.
  8. Evaluated faculty members may review and, if desired, provide a response to the committee's evaluation and recommendation within five (5) calendar days after receipt of notice of the department promotion and tenure committee's recommendation. Any response will become part of the candidate's dossier.
  9. After the five (5) days available for the candidate's optional response has passed, the department chair or unit head within seven (7) calendar days will recommend in favor of or against promotion and tenure, and forward the recommendations and comments to the candidate for review and potential comment.
  10. An evaluated candidate may review and, if desired, provide a response to the department chair's or unit head's evaluation and recommendation within five (5) calendar days after receipt of notice of the department chair's or unit head's recommendation. Any response will become part of the candidate's dossier.
  11. Once the five (5) calendar day period for optional response by the candidate has passed, the department chair or unit head shall forward the candidate's dossier to the college.
- (e) *College promotion and tenure committee.*
1. A college promotion and tenure committee consisting of one (1) tenured faculty member at the rank of professor from each department or unit shall be established within each college to function as an advisory group to the dean; if no tenured full professor is available in a department or unit, then

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a tenured associate professor may serve in this role but not participate or vote in discussions relating to full professors.

2. An alternate college promotion and tenure committee member must be elected in the event a regular committee member is unable to serve. Each spring, when department or unit and college promotion and tenure committees are being formed, tenured faculty in a given college shall elect an alternate college promotion and tenure member. The alternate college promotion and tenure committee member shall not serve on any department or unit committees within that college or on the university promotion and tenure committee. If the alternate is selected to serve on the college promotion and tenure committee, he or she must review all the candidate dossiers.
3. Department chairs or unit heads and ranked deans may not serve on the college promotion and tenure committee.
4. Each college promotion and tenure committee member shall serve a term of two (2) academic years. Terms shall be staggered to provide for continuity and uniformity of committee action.
5. College promotion and tenure committee members may not serve two (2) successive terms, except in departments or units with only one (1) professor eligible to serve.
6. With ample notice, vacancies on the college committee are filled by eligible faculty during the term in which they occur from the same department or unit, but only for the remainder of the departed person's term.
7. Faculty members serving on a department or unit promotion and tenure committee within the same college or the university promotion and tenure committee may not serve on the college promotion and tenure committee. They also may not participate in or attend committee discussions related to the candidates or vote on candidates' dossiers as part of the college promotion and tenure committee.

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8. ~~Colleges with fewer than three (3) departments or units, schools or academic units shall elect tenured full professors to serve on the college promotion and tenure committee to attain a minimum of three (3) promotion and tenure committee members. If fewer than three (3) tenured, full professors are available to serve, supplemental faculty from other colleges will be added to the college promotion and tenure committee. The dean, in consultation with the college faculty, shall identify potential candidates who are willing to serve in this role and will organize the initial committee meeting. Supplemental committee members shall be tenured professors who are elected by majority vote of tenured and tenure earning faculty of the affected departments or units; the same supplemental committee member must serve on the college committee for all candidates seeking promotion and tenure for that cycle in that college.~~
9. Faculty shall not serve in any of the following instances:
  - (i) Where a potential conflict of interest exists;
  - (ii) Where serious illness would prevent the faculty member from completing the evaluation process;
  - (iii) When personal factors might impair his or her objectivity regarding an individual candidate;
  - (iv) If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for college promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member;
  - (v) Faculty who served on the committee within the last two years;
  - (vi) Faculty who have served on a department or unit promotion and tenure committee within the same college or will serve on the

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university promotion and tenure committee during the same cycle;

or

(vii) Retired faculty.

9. Colleges with fewer than three (3) departments or units, schools or academic units shall elect tenured full professors to serve on the college promotion and tenure committee to attain a minimum of three (3) promotion and tenure committee members. If fewer than three (3) tenured, full professors are available to serve, supplemental faculty from other colleges will be added to the college promotion and tenure committee. The dean, in consultation with the college faculty, shall identify potential candidates who are willing to serve in this role and will organize the initial committee meeting. Supplemental committee members shall be tenured professors who are elected by majority vote of tenured and tenure-earning faculty of the affected departments or units; the same supplemental committee member must serve on the college committee for all candidates seeking promotion and tenure for that cycle in that college.

10. The college dean shall ensure members of the college promotion and tenure committee are elected at individual department or unit meetings in the spring semester.

11. College promotion and tenure committee members shall not serve and shall be replaced by an alternate in the following cases:

- (i) Where a potential conflict of interest exists, or
- (ii) Where serious illness would prevent the faculty member from completing the evaluation process;
- (iii) When personal factors might impair his or her objectivity regarding an individual candidate;
- (iv) If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for college promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be

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delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member.

12. The college promotion and tenure committee chair shall be a member of the college promotion and tenure committee elected by a majority vote of its members, and shall call the committee into session to transact such business as required.
13. A quorum shall consist of the attendance of all promotion and tenure committee members, when practicable. However, a quorum shall not be less than seventy (70) percent of the college promotion and tenure committee members.
14. The college promotion and tenure committee will be professional and discriminating in its decision-making and will make its recommendation solely based on department or unit and college criteria, this regulation and the materials contained or referenced in the candidate's dossier.
  - (i.) Because evaluative personnel records are being discussed, only members of the college promotion and tenure committee may be present for a given meeting.
  - (ii.) The use of recording devices is prohibited during college promotion and tenure committee meetings and deliberations.
15. The college promotion and tenure committee shall complete an evaluation and recommendation based on department or unit and college criteria for each candidate for promotion and tenure.
16. Each college promotion and tenure committee member shall vote on each case considered, and the result shall be recorded. A promotion and tenure committee member must be physically present to vote and may only vote on dossiers that he or she has personally reviewed. Voice or video calls may be used at the discretion of the college promotion and committee member chair. Voice or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for promotion and tenure committee meetings. When voice or video calls are

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utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member.

17. Each evaluation and recommendation must be accompanied by an explanation of the promotion and tenure committee's action, including an explanation of split votes. Abstentions are strongly discouraged except in cases of conflict of interest.
18. The college promotion and tenure committee chair shall forward to the dean the following:
  - (i.) The record of attendance of all college promotion and tenure committee meetings;
  - (ii.) The college promotion and tenure committee's evaluation and recommendation;
  - (iii.) The candidates' dossiers containing all evaluation materials; and
  - (iv.) If applicable, Aa sealed envelope containing the official votes.
19. The dean shall transmit college promotion and tenure committee recommendation and evaluation to each candidate for review and potential comment. Each evaluated candidate may review and, if desired, provide a written response to the committee's evaluation and recommendation within five (5) calendar days after receipt of notice of the college promotion and tenure committee's recommendation. Any response shall be contained in the candidate's application dossier.
20. Once the five (5) calendar day period for optional response by the candidate has passed, within two (2) weeks, the dean will recommend in favor of or against the candidate's application for promotion and tenure and then send his or her recommendations and comments to the candidate for review and potential comment.
21. Within five (5) calendar days, the candidate may review and respond to the dean's recommendations. Any response will become part of the candidate's application dossier.

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22. Once the five (5) calendar day period for optional response by the candidate has passed, the dean shall forward the candidate's dossier to the Office of Faculty ~~Excellence~~Relations.
- (f) *University promotion and tenure committee.*
1. The university promotion and tenure committee shall be established to function as an advisory group to the provost. The university promotion and tenure committee is a reporting committee of the Faculty Senate. It shall consist of one (1) tenured faculty member from each college who hold the rank of professor and who are active scholars within their discipline. If a college lacks a full professor, the college will not be represented on the university promotion and tenure committee. Department chairs or unit heads and ranked deans may not serve on the university promotion and tenure committee.
  2. Each college shall provide one university promotion and tenure committee member, who has been elected by the tenured and tenure-earning faculty of that college, to serve for staggered two-year terms. The university promotion and tenure committee chair is elected by the university promotion and tenure committee at its first meeting.
  3. Vacancies are filled during the term in which they occur from the same college for the remainder of that person's term and the person shall not have served on any other promotion and tenure committees.
  4. The provost will schedule the initial meeting to charge the university promotion and tenure committee. All members of the committee should be present. If a committee member is not able to attend, he or she must meet with the provost or designee before participating in committee work.
  5. University promotion and tenure committee members shall not serve and shall be replaced by an alternate in the following cases:
    - (i) Where a potential conflict of interest exists;
    - (ii) Where serious illness would prevent the faculty member from completing the evaluation process;

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- (iii) When personal factors might impair his or her objectivity regarding an individual candidate;
  - (iv) If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for university promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member; or
  - (v) Retired faculty.
6. The university promotion and tenure committee shall review the evaluation materials of tenured or tenure-earning faculty under consideration for a change of status.
  7. The university promotion and tenure committee will be professional and discriminating in its decision-making process and make its recommendations solely based on department or unit and college criteria, this regulation and the materials contained or referenced in the candidate's dossier.
    - (i) Because evaluative personnel records are being discussed, only members of the university promotion and tenure committee may be present for a given meeting.
    - (ii) The use of recording devices is prohibited during university promotion and tenure committee meetings and deliberations.
  8. A quorum shall consist of the attendance of all university promotion and tenure committee members, when practicable. However, a quorum shall not be less than seventy (70) percent of the university promotion and tenure committee members.
  9. Within six (6) weeks, the university promotion and tenure committee shall complete an evaluation and recommendation for each candidate for promotion and tenure. Each university promotion and tenure committee

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member, unless recused, shall vote on each case considered and the result shall be recorded. A university promotion and tenure committee member in the greater Orlando area must be physically present to vote and may vote only on dossiers that he or she has personally reviewed. Voice or video calls may be used only at the discretion of the university promotion and committee member chair.

10. Each evaluation and recommendation must be accompanied by an explanation of the university promotion and tenure committee's action, including an explanation of split votes. Abstentions are strongly discouraged except in cases of conflict of interest.
11. The university promotion and tenure committee chair shall forward to the Office of Faculty ~~Excellence~~Relations the recommendations and votes of the university promotion and tenure committee and the following:
  - (i) The record of attendance of all promotion and tenure committee meetings;
  - (ii) The university promotion and tenure committee's evaluations and recommendations;
  - (iii) Each candidate's dossier containing all evaluation materials; and
  - (iv) A sealed envelope containing the official votes.
12. Within five (5) calendar days of receiving the university promotion and tenure committee's recommendation, the Office of Faculty ~~Excellence~~Relations shall forward the university promotion and tenure committee's recommendation to each candidate for review and potential response. The evaluated candidate will then have five (5) calendar days in which to review and, if desired, provide a response to the university promotion and tenure committee's recommendations. Any response will be contained within the dossier and the dossier will then be transmitted to the provost by the Office of Faculty ~~Excellence~~Relations.
13. The following shall be forwarded to the provost:
  - (i) The record of attendance;

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- (ii) The university promotion and tenure committee's evaluation and recommendation;
  - (iii) The candidate's dossier containing all evaluation materials; and
  - (iv) A sealed envelope containing the official votes of the university committee.
- (g) *Provost Review.* The provost will review the candidate's dossier and make his or her recommendations and comments based on the materials contained or referenced in the candidate's dossier. Upon review of the candidate's information, the Provost will recommend in favor of or against the candidate's application for promotion and or tenure.
- (h) *Promotion Decision and Notification.*
1. Final promotion decisions are made by the president and provost, while tenure decisions reside with the Board of Trustees. The provost presents recommendations for tenure to the university Board of Trustees. Only with affirmation by the university Board of Trustees is tenure awarded.
  2. Promotion and tenure become effective at the beginning of the succeeding academic year.
  3. If an in-unit faculty member is denied promotion and or tenure, he or she has the option of using the grievance process that is outlined within the current collective bargaining agreement.

*Authority: BOG Regulation 1.001. History–New 7-9-14. Amended 1-5-15, \_\_\_\_\_-16.*

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### UCF-3.0175 Promotion of Full-time Non-tenure-earning, Research, and Clinical ~~Assistant and Associate Professors~~ Faculty

(1) Policy.

- (a) UCF adheres to the provisions of any applicable collective bargaining agreement, regulations, policies, and procedures regarding the promotion procedures of non-tenure-earning research and clinical faculty.
- (b) There shall be sufficient disciplinary flexibility in interpretation of the standards for promotion so that individuals may have a reasonable expectation of fulfilling the requirements.

(2) Nomination eligibility and criteria.

- (a) Promotion from non-tenure track assistant to non-tenure track associate professor calls for demonstration of substantial professional accomplishments beyond the doctoral or terminal degree level of the specific discipline. The amount of teaching, research or scholarly/creative activity, clinical expertise, and service shall be appropriate to the candidate's home unit and assigned duties.
- (b) The rank of professor reflects not only an individual's contributions within the institution, but also denotes a status and level of significant achievement among one's disciplinary peers on a national or international level. Substantial contributions of a continuing nature in each of the assigned areas beyond that expected of an associate professor are necessary components for the achievement of the rank of professor.
- (c) The department or unit mayshall designate criteria for evaluation in addition to those in this subsection, if approved by a majority of the full-time associate and professors in the department or unit, the department chair or unit head, the dean, and the provost or designee.
- (d) The college or unit mayshall designate criteria for evaluation in addition to those in this subsection, if approved by a majority of the full-time associate professors and professors in the college, the dean, and the provost or designee.

(3) General promotion procedures.

- (a) Recommendations for promotion will be initiated by the department chair or unit head and evaluated successively by the department or unit promotion committee, the department chair or unit head, the college promotion committee, the dean of the college,

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the university promotion committee, the provost, and the president. The dean of the college will initiate recommendations for promotion of department chairs or unit heads, assistant deans, and persons occupying similar positions.

- b) For faculty located in research centers or institutes within the Office of Research & Commercialization, here and below, 'college' is taken to be the Office of Research & Commercialization, 'department' is to be the research center, 'dean' is to be the Vice President of Research & Commercialization, and 'chair' is to be the center director.
- (c) It is the responsibility of the candidate to ensure that their dossier is accurate, complete, and meets established deadlines for submission.
- (d) Changes in applicant dossier.
  - 1. Materials added or alterations made to the dossier by anyone other than the candidate shall be initialed, dated, and shared with the candidate, who must be given five calendar days from time of receipt to respond to the entry before the dossier moves forward.
  - 2. Candidates may withdraw the dossier at any time prior to the provost's final action on the dossier by requesting this action in writing to the administrative level where the dossier resides at the time of the request.
- (e) Outside review. Each candidate for promotion will submit to the unit head all agreed upon relevant material, which will subsequently be sent to outside reviewers for evaluation. Outside reviewers should have achieved a position equivalent to or above that being sought by the candidate. In addition, under most circumstances, outside reviewers will not have served as the candidate's dissertation advisor, post-doctoral mentor, or close collaborative colleague.
  - 1. A panel of an even number of at least four outside reviewers shall be formed to examine the candidate's materials. To choose the outside reviewers, the department chair or unit head and the department promotion committee shall jointly nominate a panel of an even number of at least four outside reviewers. The faculty candidate shall nominate a panel of an even number of at least four persons with the goal of having half selected by the faculty candidate from the panel proposed by the department chair or unit head and promotion committee, and half selected by the department or unit head and the promotion committee

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from the panel proposed by the faculty candidate. It is advised that additional names from each list are ranked by the department chair or unit head and promotion committee and the faculty candidate, respectively, and designated as alternates in the event that a proposed reviewer cannot complete the evaluation. When a department chair or unit head is under consideration for promotion, the dean shall appoint a person to participate in the promotion process in their supervisory role.

2. A letter provided by Faculty RelationsExcellence, shall be used by the department chair or unit head to submit a file to outside reviewers. When a department chair or unit head is a candidate, the immediate supervisor, assigned by the dean or other appropriate administrative supervisor, shall handle the letters and application material distribution to reviewers.
  3. Outside reviewers shall be advised to base their comments on the candidate's current professional curriculum vitae; selected materials; and department, school, center, unit, college, and/or university guidelines, as available. These documents shall be provided to the reviewers by the department chair, school/center director, or unit head in consultation with the candidate.
- (f) Dossier components. When complete, promotion dossiers will be accompanied by supporting materials, various evaluative forms as listed below, and other documentation, as requested.
1. The faculty candidate's assignments and annual performance evaluations completed by the department chair or unit head for the period under consideration in formats provided by Faculty RelationsExcellence.
  2. Faculty RelationsExcellence provides the evaluation format for the recommendations completed by the department or unit promotion committee, chair or unit head, college promotion committee, dean, and university promotion committee.
  3. Verification of publications and external funding shall be provided by the faculty candidate and signed off on by the department chair or unit head.
  4. Copies of all existing university, college, and department/school/unit promotion guidelinescriteria shall be included in the dossier.

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(g) Department or unit promotion committee procedures.

1. Department promotion committees shall be established within each **academic** department or unit to function as an advisory group to the department chair or unit head. Each committee is charged with providing promotion recommendations to the chair, director, or unit head. Faculty members serving on the college or university promotion committees, the department chair or unit head, and the dean may not serve on the department promotion committee or participate in committee discussions related to candidates. When possible, all full-time tenured and non-tenure-earning associate professors and professors within the department/unit shall make recommendations regarding promotion to associate professor. All full-time tenured and non-tenure-earning professors shall make recommendations regarding promotion to professor. Committees shall have at least three members. In instances when this condition cannot be met, the committee composition shall be determined by the department chair/school director/unit head in consultation with the dean or vice president and with the approval of the provost or provost's designee.
2. The committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact such business as required. A quorum shall consist of the attendance of all committee members, when practicable, but not less than the majority of the committee members or fewer than three persons. At the request of the department chair or unit head, the committee shall review the evaluation materials of all faculty under consideration for promotions. The committee will be professional and discriminating in its decision making and will make its review based on consideration of the facts and supportive evidence contained in the candidate's dossier.
3. A written evaluation and recommendation of the candidate by the appropriate faculty shall be completed for each faculty member reviewed. Each committee member shall vote on each case considered, with the exception of those

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determined to have a conflict of interest or personal factors that may lead to lack of objectivity, and the result shall be recorded. A committee member does not need to be present to vote, but may only vote on files s/he has personally reviewed. . In addition to the general comments, each evaluation and recommendation must be accompanied by an explanation for any pattern of split votes or abstentions.

4. The committee chair shall forward a copy of the record of attendance, the committee's written evaluation and recommendation, and the promotion dossier to the department chair or unit head. The committee shall also designate one of its members to orally report the basis for the committee's recommendation to the department chair or unit head and to the college promotion committee, if requested by either.
  5. Within five calendar days, the department chair or unit head shall notify the faculty candidate of the committee's evaluation and recommendation. Evaluated faculty members may review and, if desired, provide written comments related to the committee's evaluation and recommendation within five calendar days after receipt of the notice of the committee's report. Any such comments shall become part of the candidate's dossier.
- (h) College promotion committee procedures.
1. A college promotion committee consisting of one full-time faculty member at the rank of professor, where available, from each department or unit shall be established within each college to function as an advisory group to the dean. Faculty members serving on the department or university promotion committee, department chairs and unit heads with faculty under consideration, and the dean may not serve on the college promotion committee or participate in committee discussions related to candidates. Also exempted from service are faculty who served on the committee within the last two years, unless the department or unit has only one eligible professor.
  2. Each department or unit shall elect a representative to the college promotion committee. Two-year terms shall be staggered to provide for continuity and uniformity of committee action. A college with fewer than three departments or

## **Attachment B**

units shall elect a minimum of three professors to serve as the college promotion committee. Small departments or units, i.e., those with fewer than three eligible faculty members, may choose to elect a representative to the college promotion committee only when a member of the respective unit is applying for promotion, contingent upon approval from the college dean. Representatives shall be professors, where available, elected by a majority vote of full-time associate professors and professors in each department or unit. A representative who is an associate professor shall not vote on candidates seeking promotion to professor. College promotion committee members must not participate in the voting on an application if there is a conflict of interest or if personal factors might impair objectivity regarding an individual applicant.

3. The committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact such business as required. A quorum shall consist of the attendance of all committee members, when practicable, but not less than the majority of the committee members or fewer than three persons. In cases of extenuating circumstances, such as prolonged illness, an alternate member will serve.
4. The committee shall, at the request of the dean or designee, review those credentials submitted by the all faculty under consideration for promotions. The committee will be professional and discriminating in its decision-making and will make its review based on consideration of the facts and supportive evidence contained in the candidate's dossier.
5. A written evaluation and recommendation of the candidate by the voting-eligible faculty shall be completed for each faculty member reviewed. Each eligible committee member shall vote on each case considered, with exception of those determined to have a conflict of interest or personal factors that may lead to lack of objectivity, and the result shall be recorded. A committee member does not need to be present to vote, but may only vote on files s/he has personally reviewed. In addition to the general comments, each evaluation and recommendation must be accompanied by an explanation for any pattern of split votes or abstentions.

## **Attachment B**

6. The committee chair shall forward a copy of the record of attendance, the committee's written evaluation and recommendation, and the promotion dossier to the dean.
  7. Within five calendar days, the dean or designee shall notify the faculty candidate of the committee's evaluation and recommendation. Evaluated candidates choosing to provide comments on the committee's evaluation and recommendation may do so in writing within five calendar days after receipt of notice of the committee's decision, and this response shall become part of the candidate's dossier.
- (i) University promotion committee procedures.
1. The university promotion committee, a reporting committee of the Faculty Senate, shall consist of one faculty member at the rank of professor from each college and function as an advisory group to the provost. Faculty members serving on a department or college promotion committee, department chairs and unit heads with faculty under consideration and deans with faculty under consideration may not serve on the university promotion committee, participate in committee discussions related to candidates, or vote on candidate files. Also exempted from service are faculty who served on the committee within the last two years, unless a college has only one eligible professor, and those who are candidates for promotion.
  2. One faculty representative shall be elected to the university promotion committee by the associate professors and professors from each college. Two-year terms shall be staggered to provide for continuity and uniformity of committee action. Vacancies are filled during the term in which they occur from the area of the vacating member for the remainder of that person's term. University promotion committee members must not participate in the voting on a candidate if there is a conflict of interest or if personal factors might impair their objectivity regarding an individual applicant.
  3. The committee shall, upon request of the provost, review the evaluation materials of all faculty under consideration for promotions. In this review, the committee will rely upon the same criteria used by the department and college

## **Attachment B**

promotion committees. It will be professional and discriminating in its decision-making and will make its review based on consideration of the facts and supporting evidence in the dossier, including the evaluations and recommendations contained therein.

4. The committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact such business as required. A quorum shall consist of the attendance of all committee members, when practicable, but not less than the majority of the committee members. In cases of extenuating circumstances, such as prolonged illness, an alternate member will serve.
  5. A written evaluation and recommendation shall be completed for each faculty member reviewed. Each eligible committee member shall vote on each case considered, with exception of those determined to have a conflict of interest or personal factors that may lead to lack of objectivity, and the result shall be recorded. A committee member does not need to be present to vote, but may only vote on files s/he has personally reviewed. In addition to the general comments, each evaluation and recommendation must be accompanied by an explanation for any pattern of split votes or abstentions.
  6. The committee chair shall forward a copy of the record of attendance, the committee's written evaluation and recommendation, and the promotion dossier to Faculty Relations.
  7. Within five calendar days, the provost's designee shall notify the faculty candidate of the committee's evaluation and recommendation. Evaluated candidates choosing to provide comments on the committee's evaluation and recommendation may do so in writing within five calendar days after receipt of notice of the committee's report, and this response shall become part of the candidate's application.
- (j) Promotion decision and notification.
1. All candidates, whose applications are not withdrawn, will be reviewed by the provost and president. Final decisions shall be made by the president and rendered in writing.

## **Attachment B**

2. Promotions normally become effective at the beginning of the succeeding academic year.

*Authority: BOG Regulation 1.001. History-New 6-2-11. Amended 8-5-13, \_\_\_\_\_-16.*

**ITEM:**        **INFO-1**

**University of Central Florida  
BOARD OF TRUSTEES  
Compensation and Labor Committee**

**SUBJECT:**    **Investment Committee Update Regarding the Final Designation of  
Active Providers for the UCF 403(b) Plan**

**DATE:**        **May 31, 2016**

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**PROPOSED COMMITTEE ACTION**

The UCF 403(b) Investment Committee Final Vendor Review Synopsis is presented for information only.

**BACKGROUND INFORMATION**

At the March 24, 2016, meeting of the UCF Board of Trustees Compensation and Labor Committee, the UCF 403(b) Investment Committee was requested to report to the Compensation and Labor Committee regarding the final designation of the active providers for the UCF 403(b) plan.

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**Supporting documentation:**

Attachment A: UCF 403(b) Investment Committee  
Final Vendor Review Synopsis

**Prepared by:** Shelia Daniels, Interim Associate Vice President and  
Chief Human Resource Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

**Attachment A**



Teleconference Phone:  
866-469-3239  
Participant Access Code:  
71856901

**UNIVERSITY OF CENTRAL FLORIDA - FINAL VENDOR REVIEW SYNOPSIS**

**UCF 403(b) INVESTMENT COMMITTEE ATTENDEES:**

Paul Gregg | Dept. of Finance Associate Instructor  
Dr. Edwin Torres | Rosen College of Hospitality Mgnt  
Deborah Pope | Police Department (not present)  
Ashley Longoria | Benefits Manager  
Shelia Daniels | Interim Associate VP & Chief HR Officer  
Paul Newman | Assistant Benefits Manager  
John Pittman | Associate VP for Debt Management  
Youndy Cook | Deputy General Counsel

**CAPTRUST ATTENDEES:**

Shaun Eskamani | Vice  
President, Financial Advisor  
John Leissner | Director,  
Defined Contribution Services

**April 14 2016 from 10:30 am - 12:00 pm ET**

**Provider RFI Results and Discussion**

CAPTRUST presented their provider RFI results and the Committee discussed a three (active) provider consolidation scenario, including pros/cons if a master administrator is selected to coincide with this arrangement.

**Third Party Administrator (TPA) Discussion**

The Committee discussed the pros/cons of utilizing an independent Third Party Administrator (TPA) to aggregate and reconcile participant data retained and tracked by each eventual active provider. CAPTRUST presented a proposal from ERISA Pension Systems (EPS), who has experience serving as a TPA to large 403(b) plans and the higher education industry. Upon review of the \$25,000 fee proposal and the service offering, a motion was made and approved to not hire a TPA and utilize internal resources at UCF HR for data aggregation purposes, thus not hiring a selected active provider to provide Master Administration services as well. VALIC will continue providing their Retirement Manager loan administration service.

## **Attachment A**

### **Active Provider Discussion**

After a meaningful discussion of the provider landscape and the fees, service, resources, and various capabilities of the retirement plan providers, the Committee made a motion to select the three active providers listed below:

- TIAA, Fidelity, VALIC

Participants utilizing the platforms of the current providers not listed above will no longer be able to contribute to those platforms post the effective date determined later. Accumulations will not transfer, but rather future contributions will be directed according to the investment mapping strategy determined at a later date. Additionally, a motion was made and approved to allow TIAA to serve as the “default provider,” for future contributions only rather than mapping of any accumulations that are mappable.

In order to create more symmetry in the plan provisions among the active providers, a motion was made and the Committee approved adding the Roth 403(b) feature to the TIAA platform via a plan document and service agreement amendment.