



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees Meeting
September 19, 2019
FAIRWINDS Alumni Center
8:30 a.m. – 1:30 p.m. or until adjournment**

Livestream <https://youtu.be/bIbZ3s6APRg>

The Board of Trustees Business Meeting will be livestreamed from 8:30 – 12:30 p.m. or until adjournment

AGENDA

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| 1. Welcome and call to order | | Beverly Seay, Chair |
| 2. Roll Call | | Karen Monteleone, Assistant Vice President, Board Relations |
| 3. Public Comment | | Karen Monteleone |
| 4. Minutes of July 18, 2019 meeting | | Chair Seay |
| 5. Remarks | | Thad Seymour, Jr., Interim President |
| 6. Reports | | Chair Seay |
| | INFO – 1 | Information |
| | | Enrollment Task Force Update
<i>Interim President Thad Seymour, Jr.
Elizabeth Dooley, Provost and Vice President for Academic Affairs</i> |
| | INFO – 2 | Information |
| | | Digital Learning Panel
<i>Trustee Robert Garvy, Chair Educational Programs Committee
Presenters: Thomas Cavanagh, Vice Provost for Digital Learning, Ronald DeMara, Director, Computer Architecture Laboratory and Digital Learning Faculty Fellow at UCF, Paul Jarley, College of Business Dean, and Amanda Groff, Associate Lecturer & Online Undergraduate Coordinator</i> |

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| | INFO – 3 | Information | Board of Governors “Pillars of Excellence” and “Universities of Distinction”
<i>Interim President Thad Seymour, Jr.</i> |
| 7. | | Break | |
| 8. | | Advancement Committee Report | Chair Gaekwad |
| 9. | | Audit and Compliance Committee Report | Chair Conte |
| 10. | | Educational Programs Committee Report | Chair Garvy |
| 11. | | Executive Committee Report | Chair Seay |
| | EC – 1 | Motion | Executive Committee Charter (<i>Seay</i>) |
| | EC – 2 | Motion | Dissolve the Strategic Planning Committee (<i>Seay</i>) |
| 12. | | Finance and Facilities Committee Report | Chair Martins |
| | FF – 1 | Motion | Carry Forward Requests (<i>Martins</i>) |
| | FF – 2 | Motion | 2019 – 2020 Capital Outlay Budget (<i>Martins</i>) |
| | FF – 3 | Motion | UCFAA Loan for Roth Athletics Center Phase II (<i>Martins</i>) |
| 13. | | Nominating and Governance Report | Chair Yeargin |
| | NG – 1 | Motion | Eighth Amended and Restated Bylaws of the Board of Trustees of the University of Central Florida (<i>Yeargin</i>) |
| 14. | | Consent Agenda | Chair Seay |
| | CL – 1 | Motion | Collective Bargaining Agreement with UFF (<i>Sprouls</i>) |
| | CL – 2 | Motion | Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association (<i>Sprouls</i>) |

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| EP – 1 | Motion | 2019 SUS Textbook and Instructional Materials Affordability Annual Report (<i>Garvy</i>) |
| EP – 2 | Motion | Tenure with Hire (<i>Garvy</i>) |
| EP – 3 | Motion | 2019 Florida Equity Report (<i>Garvy</i>) |
| EP – 4 | Motion | Resubmission: Bachelor of Science in Materials Science and Engineering (<i>Garvy</i>) |
| NG – 2 | Motion | Revision to Delegation of Authority of Senior Management Official for Classified Program (<i>Yeargin</i>) |
| NG – 3 | Motion | Appointment of Board Members to UCF Research Foundation (<i>Yeargin</i>) |
| NG – 4 | Motion | UCF Convocation Corporation Bylaws Amendments (<i>Yeargin</i>) |
| NG – 5 | Motion | Amendments to University Regulation UCF-3.0262 Solicitation on Campus (<i>Yeargin</i>) |
| NG – 6 | Motion | Amendments to University Regulations UCF-5.016 Student Academic Appeals (<i>Yeargin</i>) |
| NG – 7 | Motion | Board Operations Procedure Revision (<i>Yeargin</i>) |
| 15. Break | | |
| 16. Old Business | | Chair Seay |
| BOT - 1 | Motion | Presidential Search Update
<i>Trustee William Yeargin, Chair of the Nominating and Governance Committee</i> |
| 17. New Business | | Chair Seay |
| BOT – 2 | Motion | Pursue Industrial Hemp Special Permit (<i>Seay</i>)
<i>Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies</i> |
| BOT – 3 | Motion | McNamara Cove Naming (<i>Gaekwad</i>)
<i>Michael J. Morsberger Vice President for Advancement and Danny White, Vice President and Director of Athletics</i> |

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| 18. Announcements | Chair Seay |
| Presidents & Chairs Meeting
[Board of Governors Event
- tentative] | October 2, 2019 (3:00-5:00 p.m.)
<i>(UCF Fairwinds Alumni Center, SGA Boardroom)</i> |
| Board of Governors Facilities
Committee and Budget and
Finance Committee Workshops | October 3, 2019
<i>(FAIRWINDS Alumni Center)</i> |
| 2019 State of the University | October 16, 2019
<i>(Student Union, Pegasus Ballroom)</i> |
| Board of Governors
Trustee Summit | October 29, 2019
<i>(University of Florida, Gainesville)</i> |
| Board of Governors Meeting | October 29 – 30, 2019
<i>(University of Florida, Gainesville)</i> |
| Board of Trustees Meeting | November 14, 2019
<i>(UCF Downtown, West Building, Room 106/106A)</i> |
| 19. Trustee Working Lunch
<i>(Alumni Center, Ballroom C)</i> | Chair Seay |
| INFO – 4 Information | Crisis Management Task Force
<i>Trustee John Lord</i>
and
<i>Crisis Management Presentation</i>
<i>Dr. Larry Barton, Risk Management Consultant,</i>
<i>Author, and Professor</i> |
| 20. Adjournment | Chair Seay |

**Minutes
Board of Trustees Meeting
University of Central Florida
July 18, 2019**

Chairman Robert Garvy called the meeting of the Board of Trustees to order at 1:10 p.m. at the UCF *FAIRWINDS* Alumni Center.

Garvy reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

WELCOME

Garvy welcomed the board members and called on Grant Heston, Associate Corporate Secretary, to call the roll. Heston determined that a quorum was present.

The following board members attended the meeting: Chairman Robert Garvy, Trustees Kenneth Bradley, Danny Gaekwad, Kyler Gray, Beverly Seay, William Self, David Walsh and William Yeargin. Trustees Joseph Conte, Alex Martins, and John Sprouls joined via teleconference.

PUBLIC COMMENT

Ken Westbrook addressed the board and asked for a delay in the vote on agenda item FF-3, Student Transportation Services Agreement.

MINUTES

Garvy called for approval of the May 16 and June 19, 2019 meeting minutes, which were approved.

REMARKS AND INTRODUCTIONS

Garvy called on Interim President Thad Seymour for remarks.

Seymour stated it has been a very busy and productive summer and that UCF is making good progress toward the four priorities he laid out in the spring.

Seymour reminded the board of his comments in the Legislative Budget Requests discussion from earlier this morning: defining what we mean when we say distinctive excellence and how we build our reputation through quality faculty and students, great research and impact in our region.

Seymour highlighted the university's space and planetary science efforts:

- UCF has a reputation in the broader aerospace industry as the single largest provider of talent to that industry.
- His recent visit to the Kennedy Space Center, where he learned that 30% of the employees have a degree from UCF. Seymour noted he is excited about the potential research and talent UCF can provide with the Kennedy Space Center.
- UCF is currently involved in nine active NASA missions.
- UCF took over operations and management of the Arecibo Observatory in Puerto Rico which has the largest fully operational radio telescope on the planet.
- NASA awarded \$7.5 million to the UCF Center for Lunar and Asteroid Surface Science (CLASS). Seymour invited Dr. Dan Britt, Pegasus Professor of Astronomy and Planetary Sciences, to discuss his work and what he plans to do over the next five years with CLASS.
- WUCF has worked on a series of space-themed programming and outreach to help commemorate the Apollo 11 landing, and Seymour showed one of the WUCF video clips.

Seymour shared some final academic accolades:

- The UCF Rosen College of Hospitality Management was recently ranked number five in the world for hospitality and tourism academics, from its previous number 11 ranking, according to the Academic Ranking of World Universities.
- UCF's nationally recognized collegiate cyber defense team, Hack@UCF will be competing with its first all-women team in the Wicked 6 Cyber Games.
- Seymour announced that UCF is expected to enroll 90 new National Merit Scholars in the fall, a school record.

Garvy thanked Seymour and Dr. Britt for their remarks and presentation.

ADVANCEMENT COMMITTEE REPORT

Conte, Chair of the Advancement Committee, reported the highlights from the committee meeting held earlier in the day.

Conte made a motion to approve the following item, which was approved unanimously. Trustee Gaekwad stepped out of the room and was not present for the vote.

- ADV – 1 Naming of James M. Seneff Plaza at UCF Downtown

AUDIT, OPERATIONS REVIEW, COMPLIANCE, AND ETHICS COMMITTEE REPORT

Before Seay gave her report, Garvy commended her, the Audit and Compliance Committee and the university staff for their work in providing this comprehensive report.

Seay, Chair of the Audit and Compliance Committee, reported on the following item.

- BOT – 1 Post Investigation Action Plan

The committee requested that University Audit and University Compliance, Ethics, and Risk accumulate all recommendations, sort by similarity, assign a theme, rank by risk, and work with leadership to assign the appropriate university staff and obtain an action plan with target completion dates for each recommendation. Once approved, the action items in this plan will be sorted by board committee and distributed to the chair of each committee with oversight and be a standing item on the agenda of the committees going forward.

Conte made a motion to approve the plan which was approved, with one opposition from Walsh. Trustee Gaekwad stepped out of the room and was not present for the vote.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

Garvy, Chair of the Educational Programs Committee, reported highlights from the committee meeting held earlier that day and reported that the following items were unanimously approved by the committee and placed on the board's consent agenda:

- EPC – 1 Conferral of Degrees
 - UCF expects to award 3,992 degrees at the Summer 2019 Commencement ceremonies on August 3, 2019.
- EPC – 2 Tenure with Hire
- EPC – 3 New Degree Program – Doctorate in Sustainable Coastal Systems

Garvy presented the following informational updates from the committee:

- Provost Update
 - Dr. Elizabeth Dooley, Provost and Vice President for Academic Affairs, recognized two faculty members who received prestigious awards:

- Sudipta Seal, an engineering professor and chair of UCF's Department of Materials Science and Engineering was named a Royal Fellow of the Royal Society of Chemistry.
- Dr. Yishan Wang, an assistant professor in physics, was named UCF's first Sloan Research Fellow.
- Dooley also highlighted UCF Downtown for the very strong academic presence that it will represent.
- INFO – 1 REAL Courses
 - Paul Jarley, Dean of the College of Business, gave a detailed presentation about REAL Courses. Due to time constraints, the committee decided to continue its discussion at the next committee meeting.

FINANCE AND FACILITIES COMMITTEE REPORT

Martins, Chair of the Finance and Facilities Committee, reported on highlights from the meeting held earlier in the day. The following items were unanimously approved by the committee. Martins made a motion to approve FF-1 and FF-2, which were approved by the full board unanimously. Gaekwad stepped out of the room and was not present for the vote for FF-1 and FF-2.

- FF – 1 Legislative Budget Requests
- FF – 2 Five-year Capital Improvement Plan
- FF – 3 Student Transportation Services Agreement

Martins explained the process on how Groome Transportation was selected. Martins said in accordance with Florida Statutes, the intent to award was posted for 72 hours to allow time for any proposer to protest the decision. Transdev, the incumbent contractor, submitted a timely Intent to Protest on May 28, 2019. Martins noted that Transdev's Notice of Protest had not been received by UCF at this time.

After a robust discussion, which took into account the public comment heard earlier, Martins made a motion to approve FF – 3, which was unanimously approved.

Martins reported the following items were unanimously approved by the committee and placed on the consent agenda:

- FFC – 3 UCF and Valencia College Partnership Agreement for Downtown Campus
- FFC – 4 Centroplex Lease Agreement with City of Orlando

- FFC – 5 Addendum to Management Agreement between Creative Village SHP Owner, LLC and UCF board of Trustees
- FFC – 7 Sublease of South Orlando Campus to Orange County
- FFC – 8 UCFAA Fifth Third Lines of Credit Renewal
- FFC – 9 7-Eleven Lease at Knights Plaza

Martins presented the following INFO items for the board:

- INFO – 1 2018 Capital Projects Summary
- INFO – 2 2019-20 University Operating Budget Amendment

NOMINATING AND GOVERNANCE COMMITTEE REPORT

Yeargin, Chair of the Nominating and Governance Committee, reported highlights from the committee meeting held on June 24, 2019 and the meeting held earlier that day.

Yeargin reported that the following items were unanimously approved at the June 24, 2019 meeting and placed on the board's consent agenda:

- NGC – 1 Presidential Selection Process
- NGC – 2 Amend Nominating and Governance Committee Charter
- NGC – 3 Chair and Vice Chair Nominations, UCF Board of Trustees

Yeargin reported the following items were unanimously approved by the committee earlier that day and placed on the board's consent agenda:

- NGC – 1 Amendments to University Regulations UCF-9.001 and UCF-9.003
- NGC – 2 Amendments to University Regulations UCF-9.004 and UCF-3.0031
- NGC – 3 Amendments to University Regulation UCF-4.010 Solicitation on Campus
- NGC – 4 Amendments to University Regulation UCF-4.034 University Direct Support Organizations
- NGC – 5 Amendments to Chapter 5 University Regulations

- NGC – 6 Delegation of Authority of Senior Management Official for Classified Program
- NGC – 7 Appointment of Board Members to Central Florida Clinical Practice Organization
- NGC – 8 Appointment of Board Members to UCF Research Foundation
- NGC – 9 UCF Foundation Bylaws Amendments
- NGC – 10 UCF Foundation Board First Term Nominations
- NGC – 11 Leadership Statement Revision
- NGC – 12 Board Operating Procedure – Staffing; Meetings; Agendas

Yeargin presented the following INFO item for the board:

- INFO – 1 Review Board of Trustees Bylaws

Yeargin asked that university staff share the Bylaws with the trustees for their comments and recommendations.

Yeargin concluded his report by noting that his committee will be contacting several search firms to see when they believe the timing will be right to start the next presidential search. He will give an update at the next board meeting.

CONSENT AGENDA

Bradley asked for EP – 1 to be removed from the consent agenda. He made a motion to approve all the remaining items on the consent agenda, which was unanimously approved.

- EP – 2 Tenure with Hire (Garvy)
- EP – 3 New Degree Program – Doctorate in Sustainable Coastal Systems (Garvy)
- FF – 4 UCF and Valencia College Partnership Agreement for Downtown Campus (Martins)
- FF – 5 Centroplex Lease Agreement with City of Orlando (Martins)
- FF – 6 Addendum to Management Agreement between Creative Village SHP Owner, LLC and UCF Board of Trustees (Martins)

- FF – 7 Sublease of South Orlando Campus to Orange County (Martins)
- FF – 8 UCFAA Fifth Third Lines of Credit Renewal (Martins)
- FF – 9 7-Eleven Lease at Knights Plaza (Martins)
- NG – 1 Presidential Selection Process (Yeargin)
- NG – 2 Amend Nominating and Governance Committee Charter (Yeargin)
- NG – 3 Amendments to University Regulation UCF-9.001 and UCF-9.003 (Yeargin)
- NG – 4 Amendments to University Regulation UCF-9.004 and UCF-3.0031 (Yeargin)
- NG – 5 Amendments to University Regulation UCF-4.010 Solicitation on Campus (Yeargin)
- NG – 6 Amendments to University Regulation UCF-4.034 University Direct Support Organizations (Yeargin)
- NG – 7 Amendments to Chapter 5 University Regulations (Yeargin)
- NG – 8 Delegation of Authority of Senior Management Official for Classified Program (Yeargin)
- NG – 9 Appointment of Board Members to Central Florida Clinical Practice Organization, Inc. (Yeargin)
- NG – 10 Appointment of Board Member to UCF Research Foundation (Yeargin)
- NG – 11 UCF Foundation Bylaws Amendments (Yeargin)
- NG – 12 UCF Foundation Board First Term Nominations (Yeargin)
- NG – 13 Leadership Statement Revision (Yeargin)
- NG – 14 Board Operating Procedures (Yeargin)

Bradley made a motion to approve EP – 1 with acclamation from the board, and the motion passed with acclamation.

- EP – 1 Conferral of Degrees for Summer 2019 Commencement Ceremonies (Garvy)

NEW BUSINESS

Yeargin, Chair of the Nominating and Governance Committee made a motion to approve the following item:

- BOT – 2 Election of Chair and Vice Chair of the UCF Board of Trustees

Yeargin stated that the Nominating and Governance Committee unanimously recommended Seay for Chair and Martins for Vice Chair.

The board has a brief discussion clarifying the nomination process.

The board unanimously approved Seay as Chair and Martins as Vice Chair of the UCF Board of Trustees.

Garvy and Seymour congratulated Seay and Martins. Seymour thanked Garvy for stepping into the Interim Chairman role and presented him with a gift.

Seay thanked Garvy for his leadership and the board for its vote of confidence. Seay stated she is looking forward to continuing the board's work to strategically advance the university.

ANNOUNCEMENTS AND ADJOURNMENT

Garvy announced the following upcoming meetings:

Commencement	August 3, 2019
College of Medicine White Coat Ceremony	August 5, 2019 (Student Union, Pegasus Ballroom)
Football Kickoff Luncheon	August 22, 2019 (Addition Financial Arena)
BOG meeting	August 28 - 29, 2019 (Florida Gulf Coast University, Fort Myers)
UCF vs. Florida A&M	August 29, 2019 (Spectrum Stadium)
UCF vs. Stanford	September 14, 2019 (Spectrum Stadium)

BOT meeting	September 19, 2019 (FAIRWINDS Alumni Center)
Board of Governors Trustee Summit	October 29, 2019 (University of Florida, Gainesville)
Board of Governors meeting	October 29 – 30, 2019 (University of Florida, Gainesville)

FINAL OBSERVATIONS

Highlights of Garvy’s final observations included:

- Over the past 10 months, UCF has endured its most challenging trial. UCF has taken responsibility for the mistakes that were made and have incorporated major changes in our organizational structure, personnel, training, oversight, and reporting to make sure they don’t happen again. It’s time to move forward and resume the upward trajectory we have enjoyed for over a quarter of a century.
- What he most admires and gets the most enthused about are the 68,000 students that have chosen UCF; 47% are minorities, and over 20% are the first in their families to have the opportunity to attend college. It is because of them, and our responsibility to them, that we must make the most of our new beginning and use the trials we’ve encountered over the past 10 months to help perfect ourselves and polish this gem named UCF.
- Today, the Board of Trustees has elected Beverly Seay as our new Chair and Alex Martins as the new Vice Chair to lead us forward. We are blessed to have people of such high character, talent, and ability to volunteer their time on behalf of the students.
- We should all be grateful for the trustees that so unselfishly serve UCF through good times and difficult ones.
- We are blessed as well with an administration and faculty committed to pursuing excellence and upholding the highest standards of the academy, and he said that he salutes Thad Seymour, who is doing an incredibly effective job as our Interim President.
- We will embark on a search for a permanent president at the appropriate time and with the strengths UCF possesses, we should attract a world class group of candidates.

Garvy adjourned the board meeting at 3:02 p.m.

REVIEWED BY: _____
Beverly Seay, Chair UCF Board of Trustees

DATE: _____

SUBMITTED BY: _____
Janet Owen, Associate Corporate Secretary

DATE: _____

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Enrollment Task Force Update

Background:

In April of 2019, Interim President Seymour and Provost Dooley established the Enrollment Strategy Task Force and charged it to evaluate options, conduct analysis, and develop a model that includes enrollment levels and mix. The strategy must also support student and faculty success, meet regional needs and align with strategic state goals.

Issues to be Considered:

For discussion only

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

Fiscal impact is dependent upon chosen course of direction. Fiscal impact will be part of the final report.

Recommended Action:

N/A

Authority for Board of Trustees Action:

Section 2.3, UCF Board of Trustees Seventh Amended and Restated Bylaws

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Chair Beverly Seay approved this agenda item

Submitted by:

Elizabeth Dooley, Provost and Vice President for Academic Affairs

Supporting Documentation:

None

Facilitators/Presenters:

Thad Seymour, Interim President

Elizabeth Dooley, Provost and Vice President for Academic Affairs

ITEM: INFO-2

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Digital Learning Panel Preparation

Background:

This agenda item is in preparation for the Digital Learning Panel to be conducted during the full Board of Trustees meeting scheduled for September 19, 2019. This discussion will address the content, format, and question topics related to the panel presentation.

Issues to be Considered:

N/A

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

N/A

Authority for Board of Trustees Action:

N/A

Committee Chair or Chair of the Board approval:

Chair Beverly Seay approved this agenda item

Submitted by:

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education

Supporting Documentation:

material forthcoming

Facilitator:

Panel Discussion

ITEM: INFO-3

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Board of Governors "Pillars of Excellence" and "Universities of Distinction"

Materials due to Board of Governors September 16, 2019

Submitted by:

Janet Owen, Vice President for Government Relations and Associate General Counsel

Supporting Documentation:

Materials Forthcoming

Facilitators/Presenters:

Thad Seymour, Interim President

ITEM: EC – 1

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Executive Committee Charter

Background:

Section 6.3 of the Seventh Amended and Restated Bylaws of the University of Central Florida Board of Trustees establishes an Executive Committee comprised of the Board Chair and committee chairs. Upon her appointment as Chair, Chair Seay activated the Executive Committee. Section 6.1 of the Bylaws states “Each committee shall have a written statement of purpose and primary responsibilities, or charter, as approved by the Board.”

At the initial meeting of the Executive Committee on August 7, 2019, the committee unanimously approved the charter as presented here.

Issues to be Considered:

- Consider, propose amendments and approve an Executive Committee charter.
- Since review and recommended approval by the Executive Committee at its August 7, 2019 meeting, an amendment has been proposed to remove Section 4.2 as unnecessary.

Alternatives to Decision:

Disapprove the charter

Fiscal Impact and Source of Funding:

None

Recommended Action:

Consider any proposed amendments and approve the Executive Committee charter.

Authority for Board of Trustees Action:

Seventh Amended and Restated Bylaws of the University of Central Florida Board of Trustees

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Chair Seay approved this agenda item and supporting documentation

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Executive Committee charter

Facilitators/Presenters:

Scott Cole, Vice President and General Counsel

Executive Committee Charter

1. Overall Purpose and Objectives

The Executive Committee ("Committee") is a standing committee of the University of Central Florida Board of Trustees ("Board"). The general purpose of the committee is to foster cross-functional coordination and discussion as well as to act on matters that, in the opinion of the Board Chair, must be timely approved between regularly scheduled Board meetings.

2. Authority

The board authorizes the committee to:

- 2.1 Take action on behalf of the full Board between regularly scheduled Board meetings, except for the following, for which full board action is necessary:
 - a. Appointment and dismissal of the president
 - b. Final approval of the president's employment agreement
 - c. Sale or other disposition of assets
 - d. Incurrence of debt
 - e. Election of chair and vice chair
 - f. Approval of the annual budget
 - g. Conferral of degrees
 - h. Amendment of the bylaws
 - i. Approval of new facilities
 - j. Institution or elimination of new academic programs or colleges
- 2.2 Engage external consultants to assist in work of the Committee, with the approval of the president.

3. Committee Membership

- 3.1 The chair of the Board and the chairs of each standing committee shall be members of the Committee.
- 3.2 Members of the Committee will serve until their resignation or until they no

longer serve as a committee chair.

4. Meetings

- 4.1 A majority of the members of the Committee will constitute a quorum for the conduct of business. Action shall require a majority vote of Committee members present.
- 4.2 There will be at least 5 meetings of the Committee each year.
- 4.3 The Committee will maintain written minutes of its meetings.
- 4.4 The Vice President for Government Relations will serve as the administrative liaison to the Committee. The Vice President will meet regularly and correspond with the chair of the Committee, and in consultation with the chair, prepare the agenda for meetings of the Committee.

5. Reporting Responsibilities

- 5.1 The Committee will, at the next regularly scheduled board meeting, report to the Board any action taken by the Committee.
- 5.2 The Committee will promptly notify all board members of any matters within the purview of the Committee that might significantly impact the financial, legal, academic standing, or reputation of the university.

6. Charter Review

- 6.1 The Committee will review its charter every three years and recommend to the Board any changes that the Committee deems necessary.

I HEREBY CERTIFY that the University of Central Florida Board of Trustees adopted this charter at its regularly scheduled meeting on _____, 2019.

Assistant Secretary
University of Central Florida Board of Trustees

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Dissolve the Strategic Planning Committee

Background:

Section 6.2 of the Seventh Amended and Restated Bylaws of the University of Central Florida Board of Trustees states the following committees shall be standing committees of the Board until dissolved by the Board:

- Advancement Committee
- Audit, Operations Review, Compliance and Ethics Committee
- Compensation and Labor Committee
- Educational Programs Committee
- Finance and Facilities Committee
- Nominating and Governance Committee
- Strategic Planning Committee

At the August 7, 2019 Executive Committee meeting, Chair Seay recommended the dissolution of the Strategic Planning Committee. Committee members agreed that monitoring the university's progress toward strategic plan goals is an important responsibility of the full Board. Further, each committee chair should ensure that the work of their committee is aligned with the purposes and goals of the plan. There will be regular reporting on the university's progress to the Board.

Based on the foregoing, the Executive Committee unanimously approved the recommendation to the full Board that Strategic Planning Committee be dissolved.

Issues to be Considered:

Approve or disapprove the dissolution of the Strategic Planning Committee

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

None

Recommended Action:

Approve the dissolution of the Strategic Planning Committee and update section 6.2 in the Seventh Amended and Restated Bylaws of the University of Central Florida Board of Trustees by removing the Strategic Planning Committee as a Standing Committee.

Authority for Board of Trustees Action:

Seventh Amended and Restated Bylaws of the University of Central Florida Board of Trustees

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Chair Seay approved this agenda item and supporting documentation

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

None

Facilitators/Presenters:

Scott Cole, Vice President and General Counsel

ITEM: FF-1

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Carryforward Spending Plan for 2019-20

Material Forthcoming

Submitted by:

Dennis Crudele, Interim Vice President for Financial Affairs and Chief Financial Officer
Elizabeth Dooley, Provost and Vice President for Academic Affairs

Supporting Documentation: (ALL FORTHCOMING)

Attachment A: BOG Submission Requirements for Operating and Fixed Capital Outlay Budgets and
Related Certifications

Attachment B: E&G Carryforward Spending Plan

Attachment C: 2019-20 Fixed Capital, Operating & Carryforward Budget Certification

Attachment D: 2019-20 University Operating Budget Approval from June 19, 2019

Facilitators/Presenters:

Dennis Crudele, Interim Vice President for Financial Affairs and Chief Financial Officer
Elizabeth Dooley, Provost and Vice President for Academic Affairs

ITEM: FF-2

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: 2019-20 Capital Outlay Budget

Material Forthcoming

Submitted by:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Supporting Documentation: (ALL FORTHCOMING)

Attachment A: Capital Outlay Budget

Attachment B: 2019-20 Fixed Capital, Operating & Carryforward Budget Certification

Facilitators/Presenters:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Duane Siemen, Interim Associate Vice President for Facilities & Safety

ITEM: FF-3

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: UCFAA Loan for Roth Athletics Center Phase II

Material Forthcoming

Submitted by:

Dennis Crudele, Interim Vice President for Financial Affairs and Chief Financial Officer
Brad Stricklin, Executive Associate Athletics Director and Chief Financial Officer for UCFAA

Supporting Documentation:

Attachments Forthcoming

Facilitators/Presenters:

Dennis Crudele, Interim Vice President for Financial Affairs and Chief Financial Officer
Brad Stricklin, Executive Associate Athletics Director and Chief Financial Officer for UCFAA

ITEM: NG-1

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Eighth Amended and Restated Bylaws of the Board of Trustees

Background:

One of the functions of the Nominating and Governance Committee is to annually review the bylaws of the University of Central Florida Board of Trustees. A copy of the bylaws was sent to each Trustee to request their input on possible revisions. Suggestions were compiled and have been incorporated into the proposed amended bylaws.

Issues to be Considered:

The Eighth Amended and Restated Bylaws of the University of Central Florida Board of Trustees is being amended to add language clarifying the limitations or authority of the Executive Committee and eliminating the Strategic Planning Committee. Additional technical changes are also proposed.

Alternatives to Decision:

Do not approve the recommended revisions to the Bylaws or approve alternative revisions.

Fiscal Impact and Source of Funding:

N/A.

Recommended Action:

Approve the Eighth Amended and Restated Bylaws of the University of Central Florida Board of Trustees.

Authority for Board of Trustees Action:

Second Amended and Restated UCF Nominating and Governance Committee Charter

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Eighth Amended and Restated Bylaws of the University of Central Florida Board of Trustees (redline)

Facilitators/Presenters:

N/A

Attachment A

University of Central Florida Board of Trustees

Eighth~~Seventh~~ Amended and Restated Bylaws

September 19, 2019
~~September 15, 2016~~

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ARTICLE I

STATEMENT OF PURPOSE

The University of Central Florida Board of Trustees is vested by law with all the powers and authority to administer the University of Central Florida in accordance with Article IX, Section 7 of the Florida Constitution, the laws of the State of Florida and with ~~regulations~~rules and policies of the Florida Board of Governors. In order to more effectively discharge its responsibilities and duties in connection therewith, the University of Central Florida Board of Trustees hereby adopts these bylaws.

ARTICLE II

THE BOARD

Section 2.1 CORPORATE NAME – The Board of Trustees is a public body corporate called the *University of Central Florida Board of Trustees*, with all the powers of a body corporate under the laws of the State of Florida. The Board of Trustees shall be hereinafter referred to as the *Board*.

Section 2.2 COMPOSITION – The Board is composed of thirteen (13) trustees, six (6) citizen members appointed by the governor, and five (5) citizen members appointed by the Board of Governors, subject to confirmation by the Senate. The president of the Student Body and chair of the Faculty Senate shall also serve as voting trustees during their terms of office.

Section 2.3 POWERS AND DUTIES OF THE BOARD – The Board shall serve as the governing body of the University of Central Florida. It shall select the president of the University of Central Florida for ratification by the Board of Governors and shall hold the president responsible for the university's operation and management, performance, fiscal accountability, and compliance with federal and state laws and ~~regulations~~rules of the Board of Governors. The Board shall have the authority to carry out all lawful functions permitted by the bylaws, its operating procedures, by ~~regulations~~rules and policies of the Board of Governors, or by law.

The Board may adopt rules and policies consistent with the university mission, with law, and with the ~~regulations~~rules and policies of the Board of Governors, in order to effectively fulfill its obligations under the law.

Section 2.4 CORPORATE SEAL – The corporate seal shall be used only in connection with the transaction of business of the Board and of the university. The secretary may affix the seal on any document signed on behalf of the corporation. Permission may be granted by the secretary for the use of the seal in the decoration of any university building or in other special circumstances. The corporate seal of the Board shall be consistent with the following form and design:

ARTICLE III

THE TRUSTEES

Section 3.1 TERM OF OFFICE – Trustees shall serve for staggered 5-year terms, as provided by law.

Section 3.2 VACANCIES – Vacancies shall be filled by appointing authority subject to confirmation by the Senate of the State of Florida.

Section 3.3 COMPENSATION – Trustees shall receive no compensation but may be reimbursed upon request for travel and per diem expenses.

ARTICLE IV

OFFICERS OF THE BOARD

Section 4.1 OFFICERS – The officers of the Board shall be the Chair, Vice Chair, Corporate Secretary, and the Associate Corporate Secretary. The Chair and Vice Chair shall be trustees, but no other Board officers shall be members of the Board.

Section 4.2 SELECTION – The Board shall elect its chair and vice chair from the appointed members at its first regular meeting after July 1 upon recommendation of the Nominating Committee. The chair shall serve for two years and may be reelected for one additional consecutive term. For each additional consecutive term beyond two terms, the Board, by a two-thirds vote, may elect the chair for additional consecutive two year terms.

Section 4.3 CHAIR – The duties of the chair shall include presiding at all meetings of the Board, calling special meetings of the Board, appointing committee chairs, determining the composition of all Board committees, attesting to actions of the Board, serving as spokesperson for the Board, and fulfilling other duties as assigned by the Board. The Chair shall notify the Governor or the Board of Governors, as applicable, in writing, whenever a board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal by the Governor or Board of Governors, as applicable. The chair shall perform such duties in consultation with the university president.

Section 4.4 VICE CHAIR – The duty of the vice chair is to act as chair during the absence or disability of the chair. While the vice chair shall be the presumptive successor to the chair when a vacancy occurs, the chair shall be selected by the full board upon nomination of the Nominating Committee.

Section 4.5 CORPORATE SECRETARY – The university president shall serve as corporate secretary of the Board, and in the capacity of secretary, shall be responsible for giving notice of all meetings of the Board and its committees, setting the agenda and compiling the supporting documents for meetings of the Board in consultation with the chair, recording and maintaining detailed minutes of any Board meeting, including a record of all votes cast and history of attendance of each trustee, executing or attesting to all documents that have been executed by the Board, and shall be custodian of the corporate seal. Minutes of each meeting shall be

prominently posted on the university's website within two weeks after the meeting. All meetings will be held in accordance with section 286.011(2), Florida Statutes

Section 4.6 ASSOCIATE CORPORATE SECRETARY – The secretary may designate an individual to serve as associate corporate secretary to the Board. This individual shall perform all duties delegated by the secretary and shall provide for review by the General Counsel documents to be presented to the board and committees.

ARTICLE V

PRESIDENT

Section 5.1 DUTIES OF THE PRESIDENT – The university president shall serve as the chief executive officer of the university. The university president shall be responsible for the operation of the university, including efficient and effective budget and program administration, leading the university to accomplish its educational missions and goals, monitoring educational and financial performance, consulting with the Board in a timely manner on matters appropriate to its policy-making and fiduciary functions, appointing staff liaisons for each board committee, and serving as the university's key spokesperson. The president shall have the authority to execute all documents on behalf of the university and the Board consistent with law, applicable Board of Governors' and Board of Trustees' ~~regulations~~ rules and policies, and the best interests of the university.

ARTICLE VI

COMMITTEES

Section 6.1 COMMITTEES – The Board shall establish standing and ad-hoc committees as it deems appropriate to discharge its responsibilities. The Board chair shall appoint members of committees, their chairs and vice chairs based upon their expertise in matters relating to that committee, and shall appoint a trustee representative to the board of directors of each direct support organization. The chair shall be an ex-officio member of each committee. Each committee shall consist of no fewer than three members. Members of committees shall hold office until the appointment of their successors. Any vacancies on the standing committees shall be filled by appointment of the Board chair. Unless specifically delegated or as otherwise provided in these bylaws, authority to act on all matters is reserved to the Board and the duty of each committee shall be to consider and to make recommendations to the Board upon matters referred to it. Each committee shall have a written statement of purpose and primary responsibilities, or charter, as approved by the Board. The chairs of all committees shall perform their duties and shall have the responsibility and authority to place matters on the Board's agenda, with approval of the Board chair.

Section 6.2 STANDING COMMITTEES – The following committees shall be standing committees of the Board until dissolved by the Board:

Advancement Committee
Audit, Operations Review, Compliance, and Ethics Committee
Compensation and Labor Committee

Educational Programs Committee
Finance and Facilities Committee
Nominating and Governance Committee
~~Strategic Planning Committee~~

Section 6.3 EXECUTIVE COMMITTEES – The Executive Committee shall be comprised of the Board Chair and committee chairs. The Executive Committee shall be empowered to act on matters that, in the opinion of the board chair, must be timely approved between regularly scheduled Board meetings. Actions taken by the Executive Committee shall be reported to the Board at the next Board meeting. The Executive Committee may not take any of the following actions, for which only the board has the exclusive authority: appointment and dismissal of the president; approval of the president’s employment agreement; sale or other disposition of assets; incurrence of debt; approval of new facilities; election of chair and vice chair; approval of the annual capital and operations budgets; use of the institution’s credit line; conferral of degrees; institution or elimination of new academic programs or colleges; and amendment of the bylaws.

Section 6.4 AD-HOC COMMITTEES – Ad-hoc committees shall be appointed by the Board chair upon authority of the Board with such powers and duties and period of service as the Board chair may determine, provided that no ad-hoc committee shall be created to act upon any matter appropriate to be acted upon by a standing committee. The chairs of any ad-hoc committees shall be appointed by the Board chair and shall perform their duties in consultation with the university president. The chair of the Board shall serve as an ex-officio member of each ad hoc committee.

Section 6.5 DIRECT SUPPORT ORGANIZATIONS – Each Direct Support Organization of the university shall provide regular reports to a standing committee as assigned by the Board chair.

Section 6.6 QUORUM – A majority of the regular (not ex-officio) committee members shall constitute a quorum for all committee meetings. A quorum having been established, no business shall be transacted without a majority vote of all committee members present.

ARTICLE VII

MEETINGS

All meetings of the Board and its committees shall be open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting in accordance with section 286.011, Florida Statutes, unless the matter being discussed falls within the provisions of law allowing closed sessions.

Section 7.1 REGULAR MEETINGS – There shall be not less than five (5) regular meetings a year as the Board may determine. These meetings shall be held on such dates and at such times as the Board may determine. The time and date of a regular meeting may be changed by an affirmative vote of a quorum of the Board. At the discretion of the chair, meetings may be held by teleconference.

Section 7.2 SPECIAL MEETINGS – Special meetings of the Board may be held at the call of the Board chair, the secretary, or upon request of seven (7) trustees. The secretary shall send written

notice of such special meeting to all trustees, along with a statement of the purpose of the meeting, at least 48 hours in advance. No matter may be considered at any special meeting that was not included in the call of that meeting except by an affirmative vote of not less than two-thirds (2/3) of the trustees at the meeting. At the discretion of the chair, special meetings of the Board may be held by teleconference.

Section 7.3 EMERGENCY MEETINGS – An emergency meeting of the Board may be called by the chair upon no less than twenty-four (24) hours' notice whenever an issue requires immediate Board action. No other business will be transacted at the meeting unless additional emergency matters are agreed to by a majority of those Board members present.

Section 7.4 AGENDA – The President, in consultation with the chair, shall set the agenda for the meetings with the review of the General Counsel. Recommendations to the Board included in the agenda are presented by the chair or committee chair designated by the chair, and include all matters of business or concern to the Board that have not been specifically delegated to the chair or the university president. The chair will provide a copy of the agenda to each member of the Board at least ~~seven~~^{fourteen} (14) days prior to the meeting. If additional items or supporting documentation become available, a supplemental agenda will be provided. The Board may also consider ~~agenda~~ items not included in the published agenda.

Section 7.5 CONSENT AGENDA – The Board chair may approve items to be placed on a consent agenda that may be approved by the Board without discussion. Committee items not recommended by the unanimous vote of the committee may not be placed on the consent agenda. Items may be removed from the consent agenda by any trustee, preferably at least two days prior to the Board meeting.

Section 7.6 APPEARANCE BEFORE THE BOARD – Individuals, groups or factions who wish to appear before the Board to discuss a subject pending before the Board shall complete a public comment form specifying the matter upon which they desire to be heard. Public comment forms will be available at each meeting and must be submitted prior to commencement of the meeting. For meetings held telephonically, public comment forms can be obtained from the Board web site and emailed to the ~~Office of Board Relations~~^{Assistant Secretary of the Board} prior to the meeting. Organizations, groups, or factions wishing to address the Board shall designate a single representative to speak on its behalf to ensure an orderly presentation to the Board. The Board will reserve no more than fifteen minutes for public comments. Each speaker shall be allotted three minutes to present information unless modified by the Board chair.

Section 7.7 QUORUM – A quorum for the conduct of business by the full Board shall consist of seven (7) trustees. A quorum having been established, no business shall be transacted without a majority vote of all trustees present except as otherwise provided in these bylaws.

Section 7.8 RULES OF PROCEDURE – Except as modified by ~~these bylaws or~~ specific ~~procedures~~^{rules} and policies enacted by the Board, *Robert's Rules of Order Newly Revised* shall constitute the rules of parliamentary procedure applicable to all meetings of the Board and its committees.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 CONFLICT OF INTEREST POLICY – Trustees stand in a fiduciary relationship to the university. Therefore, Trustees shall act in good faith, with due regard to the interests of the university, and shall comply with the fiduciary principles and law set forth in the Code of Ethics for Public Officers and Employees, Section 112.311-112.326, Florida Statutes. The Board shall adopt a written conflict of interest policy, to be included in the Board operating procedures or other policies, which shall be reviewed periodically and revised as necessary.

Section 8.2 INDEMNIFICATION – Whenever any civil or criminal action has been brought against a trustee for any act or omission arising out of and in the course of the performance of his or her duties and responsibilities, the Board may defray all costs of defending such action, including reasonable attorney’s fees and expenses together with costs of appeal, and may save harmless and protect such person from any financial loss resulting from the lawful performance of his or her duties and responsibilities. Claims based on such actions or omissions may, in the discretion of the Board, be settled prior to or after the filing of suit thereon. The Board may arrange for and pay the premium for appropriate insurance to cover all such losses and expenses.

Section 8.3 LIMITATION OF LIABILITY – The Board shall be a corporation primarily acting as an instrumentality or agency of the state pursuant to section 768.28(2), Florida Statutes, for purposes of sovereign immunity.

Section 8.4 AMENDMENTS – These Bylaws may be amended at any regular meeting of the Board by the affirmative vote of not less than two-thirds (2/3) of the members of the Board, provided that notice of any proposed amendment including a draft thereof shall have been filed in writing with the secretary and a copy of the draft has been delivered electronically or by mail ~~mailed~~ to each trustee at least ten (10) days prior to the meeting at which the amendment is to be voted upon.

Section 8.5 SUSPENSION OF OPERATING PROCEDURES – 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 two-thirds (2/3) of the members of the Board.

Section 8.6 PROXIES – The use of proxies for purposes of determining a quorum, for voting, or for any other purposes is prohibited.

I HEREBY CERTIFY that the foregoing Seventh Amended and Restated Bylaws of the University of Central Florida Board of Trustees were approved by an affirmative vote of not less than two-thirds (2/3) of the members of the Board of Trustees at a regular meeting of the Board held on September 19, 2019 ~~September 15, 2016~~.

Secretary

ITEM: CL-1

UCF BOARD OF TRUSTEES
September 19, 2019

Title: 2018-2021 BOT-UFF Collective Bargaining Agreement

Background:

On August 1, 2019, a tentative agreement was reached on the 2018-2021 BOT-UFF Collective Bargaining Agreement. The anticipated ratification of Agreement by the UCF Chapter of United Faculty of Florida (UFF) is pending. The parties now desire that the Board of Trustees ratify the Agreement.

Issues to be Considered:

Whether to ratify the 2018-2021 Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the UCF Chapter of the United Faculty of Florida.

Alternatives to Decision:

Refuse to ratify the 2018-2021 Collective Bargaining Agreement between University of Central Florida Board of Trustees and the UCF Chapter of the United Faculty of Florida.

Fiscal Impact and Source of Funding:

No additional financial impact beyond that provided in the Memorandum of Understanding for Salary Increases between the University of Central Florida Board of Trustees and the United Faculty of Florida that was approved by the UCF Board of Trustees on April 17, 2019.

Recommended Action:

The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends approval of the 2018-2021 Collective Bargaining Agreement between the UCF Board of Trustees and the UCF Chapter of UFF.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a),(b)

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Committee Chair John Sprouls approved the agenda and all supporting documentation.

Submitted by:

Elizabeth Dooley, Vice President and Provost

Supporting Documentation:

Board of Trustees/ Documents/ Agenda Documents

Attachment A: 2018-2021 BOT-UFF Collective Bargaining Agreement

Facilitators/Presenters:

Sherry Andrews, Associate General Counsel and Associate Provost

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Attachment A

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 in the University of Central 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 in the University of Central 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 (hereinafter 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 University of Central Florida Board of Trustees (hereinafter the University) retains its rights, under law, to manage and direct the University of Central 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 throughout the University of Central Florida so that employees will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials.~~

~~Collegiality in academic governance on each campus of the University of Central Florida can best be accomplished through the Faculty Senate selected by representatives of the appropriate campus constituencies in accordance with the Faculty Constitution and tradition. Appropriate matters of concern should be brought before the Faculty Senate by its members or steering committee, or by the President of the University or representatives. Among matters which may be of concern to the Faculty 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) the 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 president's representatives shall confer regularly with representatives from the Faculty Senate.~~

~~This Preamble is a statement of intent and policy and is, therefore, not subject to Article 20, Grievance Procedure.~~

Documents that have reached tentative agreement as of 2019-08-01

TITLES AND HEADINGS

The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not limit nor effect the meaning, construction, nor effect of any provision of this Agreement.

Attachment A

ARTICLE 1

RECOGNITION

1.1 Bargaining Unit. Pursuant to Commission Order 03E-097, dated April 28, 2003, wherein the Public Employees Relations Commission issued Certification No. 1391 to the United Faculty of Florida, the University recognizes 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 employees in the bargaining unit described in the certification. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of position classifications (job code titles) included in the bargaining unit.

1.2 University Regulations and Policies.

(a) If there is an inconsistency between an existing University regulation or policy and an express provision of this Agreement, the University agrees to promptly remedy the inconsistency.

(b) No new or amended University regulation, policy, or resolution shall apply to employees if it conflicts with an express term of the Agreement.

(c) The University shall provide to the UFF an advance copy of any new or amended University regulation or policy changing a term or condition of employment contained in this Agreement. The University shall provide the advance copy of a proposed regulation no later than the date of publication under the provisions of the Administrative Procedure Act. Such advance copy of a University policy shall be provided to the UFF at least ~~two (2) weeks~~ 14 days in advance of its effective date so as to permit the UFF to seek consultation with respect to it. With respect to a regulation adopted pursuant to the emergency provisions of the Administrative Procedure Act, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

~~(d)~~ (d) If the University or a committee of the University has scheduled public hearings on any University action that would conflict with an express term of this Agreement, the UFF shall not be denied the opportunity to address the matter.

(e) If any proposed regulation, policy, or resolution would modify an express term of this Agreement, the University or its designee shall engage in collective bargaining with respect to the change upon the UFF's request.

1.3 Board of Trustees Meetings -- Agenda.

 (a) The University shall furnish to the UFF a copy of the agenda of each Board of Trustees meeting or Board of Trustees committee meeting at the time those agendas are made available to members of the Board of Trustees, ~~and a copy of the minutes of Board of Trustees meetings at the time they are made available to the general public.~~

1.4 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the University or its representatives, 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 modification shall be made only through negotiation and agreement with the UFF.

1.5 Faculty Orientations. UFF shall be given the opportunity to sponsor a breakfast, lunch, or reception during the fall faculty new hire orientation.

ARTICLE 2

CONSULTATION

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Consultation with President. The president or the president's representatives shall meet with the local UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, or any other mutually agreeable matters. Such meetings shall normally occur once ~~(4)~~ each semester in the academic year and once ~~(4)~~ during the summer term unless the parties mutually agree to meet more frequently. If an issue arises that either party wishes to address separately from a formal consultation, after an attempt at informal resolution, that party shall have the ability to call a consultation in an attempt to resolve that single issue. Either party may request a consultation. If no request is made for a consultation during any given semester or summer term, as applicable, then the consultation for that semester or the summer term, as applicable, is waived. The party requesting consultation shall submit a written list of agenda items at least two weeks in advance of the meeting. The other party may add to that agenda by submitting a written list of agenda items to the party calling for the consultation at least the day before the meeting if it wishes to discuss specific issues.

Consultations may be used to resolve problems regarding the implementation and administration of the Agreement. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provision of this Agreement. However, grievances that are closed and are no longer subject to the provisions of [the Grievance Procedure and Arbitration](#) Article 20 may be discussed.

ARTICLE 3 ~~{2017-2018}~~

UFF PRIVILEGES

3.1 Use of Facilities and Services. Subject to the rules and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. ~~For purposes of this Agreement, University-related groups and organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations.~~

3.2 Communications.

(a) The UFF may post bulletins and notices relevant to its position as the collective bargaining agent on at least one bulletin board per building where employees have offices. ~~Specific locations within a building shall be mutually selected by the University and the local UFF Chapter. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for sixty days. In addition, such bulletin boards may not be used for election campaigns for public office.~~

(b) The University shall place a link to the local UFF Chapter website at www.collectivebargaining.ucf.edu.

3.3 Leave of Absence -- Union Activity.

(a) At the written request of the UFF, provided no later than May 1 of the preceding academic year when such leave is to become effective, a full-time or part-time unpaid leave of absence for the academic year shall be granted to up to two employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to one employee 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 University with a list of designees by the specified deadlines, the University may refuse to honor any late requests.

(b) No more than two employees from any college/unit, nor more than one employee per fifteen employees per department/unit, shall be granted such leave at any one time.

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(c) The UFF shall reimburse the University for the employee's fringe benefits.

(d) Employees on leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of the Leaves Article 17.

(e) An employee who has been granted leave under this Article for four consecutive academic years shall not again be eligible for such leave until one academic year has elapsed following the end of the leave. One employee, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

(f) The University shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University harmless for any such acts or omissions, including the cost of defending against such claims.

(g) An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

3.4 Released Time.

(a) The University agrees to provide released time each calendar year to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in collective bargaining negotiations, contract enforcement and grievance representation. The Parties shall take coordinated action to facilitate an adequate and mutually convenient bargaining schedule. A maximum of five units of released time shall be granted during each spring and fall semester and four units in each summer session.

For the 2019 summer session, four units of released time shall be granted. For the 2019-2020 fall and spring semester, six units of released time shall be granted. The UFF may designate employees to receive released time during the year subject to the following conditions:

(1) A maximum of three released time units per semester shall be granted to employees in any one college. No more than one employee per department shall receive course releases.

(2) The UFF shall provide the University with a list of designees for the academic year no later than May 1 of the preceding academic year. Substitutions for the spring semester shall be made upon written notification submitted by the UFF to the University no later than November 1. A list of designees for the summer shall be submitted no later than April 15 preceding that summer.

~~(3) Released time shall not become part of the status quo.~~

~~(4) After ratification of this agreement, two units of released time shall be offered in Spring 2018 to employees that do not have a teaching assignment. Five units of released time shall be offered in Summer 2018, and seven units in Fall 2018.~~

(b) Each "unit" of released time shall consist of a reduction in teaching load of one course per fall or spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten hours per week, which shall include a 25% reduction in assigned duties. One unit of released time may be used during the summer term at a rate of 12.5% of the employee's nine-month salary and shall be considered the equivalent of one summer term course's FTE for instructional employees. For non-teaching instructional twelve-month employees, one unit of summer released time shall include a reduction in workload of ten hours per week, which shall include a 25% reduction in assigned duties.

(c) Released time shall be used only by members of UFF's designated collective bargaining team and by the UFF's designated grievance representatives, at the University or state level, and shall not be used for lobbying or other political representation.

(d) Employees who are on leave of any kind shall not be eligible to receive released time.

(e) Upon the failure of the UFF to provide a list of designees by the specified deadlines, the University may refuse to honor any released time requests that were submitted late. Substitutions submitted after the November 1 deadline shall be allowed at the discretion of the University.

(f) An employee who has been granted released time for either or both semesters during four consecutive academic years shall not again be eligible for released time until two academic years have elapsed following the end of the fourth academic year in which such released time was granted.

(1) As an exception to this limitation, three employees designated by the UFF shall be eligible for released time for responsibilities at the UFF state level for one additional year. These employees shall not again be eligible for released time until two academic years have elapsed following the end of the fifth

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academic year of released time. These employees shall be identified by the UFF no later than May 1 of the preceding academic year; substitutions may be approved by the University at its discretion.

(2) One employee, designated by the UFF, shall be exempt from the released time limitations of Article 3.4(f). Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

(g) Employees on released time shall be eligible for salary increases on the same basis as other employees. Their released time activities shall not be evaluated and the University shall not use such activity against the employee in making personnel decisions.

(h) Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University harmless for any claims arising from such activities, including the cost of defending against such claims.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 Policy. The Board of Trustees, on its own behalf and on behalf of the University of Central Florida, hereby retains and reserves unto itself all rights, powers, duties, and authority vested in it to plan, govern, manage, and control the University of Central Florida, and in all respects carry out the ordinary and customary functions of management.

4.2 Limitations. All such rights, powers, duties, and authority are retained and reserved by the Board, subject to those limitations imposed by this Agreement. Only violations of such limitations shall be subject to Article 20, Grievance Procedure.

ARTICLE 5

ACADEMIC FREEDOM

5.1 Policy. It is the policy of the University 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, and assigned service. An employee engaged in such activities shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence.

5.2 Academic Freedom. Academic freedom is the freedom to teach, both in and outside the classroom, to conduct research, and to publish the results of that research. Consistent with the exercise of academic responsibility, employees shall have freedom to present and discuss their own academic subjects, frankly and forthrightly, without fear of censorship, and to create and select instructional and course materials, and to determine grades in accordance with University policiesgrading policy. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every such employee. FacultyEmployees are also free to address any matter of institutional policy or action. As individuals, employees are free to express their opinions to the larger community on any matter of social, political, economic, or other public interest, without institutional discipline or restraint due to the content of those messages. Unless specifically authorized by the administration, employees' opinions do not reflect the policies or official positions of the University of Central Florida.

5.3 Academic Responsibility. Academic freedom is accompanied by corresponding responsibility on the part of employees. University faculty are members of a learned profession. As scholars and educators, they should remember that the public may judge their profession and their institution by their utterances.what they say and do. Accordingly, they are obliged to shall:

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~~(a)~~—

~~(a) Be forthright and honest in all professional settings, including teaching, advising, service, and the pursuit and communication of scientific and scholarly knowledge;~~

~~(b) Observe and uphold the ethical standards of their disciplines in the pursuit and communication of scientific and scholarly knowledge;~~

~~(c) (b)—Adhere to their proper roles as teachers, researchers, intellectual mentors, or counselors;~~

~~(d) (e)—Respect students, staff, and colleagues as individuals; treat them in a professional manner; and avoid any exploitation of such persons for private advantage.;~~

~~(e) (d)—Respect the integrity of the evaluation process, by evaluating students, staff, and colleagues fairly according to the criteria the evaluation process specifies;~~

~~(f) (e)—Contribute to the orderly and effective functioning of their academic unit i.e., program, department, school and/or college and/or the University;~~

~~(g) (f)—Observe the regulations of the University, provided they do not contravene the provisions of this Agreement.;~~ and

~~(g) Be forthright and honest in the pursuit and communication of scientific and scholarly knowledge; and~~

~~(h) (h)—Indicate when appropriate that one is not an institutional representative unless specifically authorized as such.~~

ARTICLE 6

NONDISCRIMINATION

~~**6.1—Statement of Intent.** The University of Central Florida is an equal opportunity employer. The University and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and state laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. The parties affirm their commitment to create a diverse faculty, which brings new perspectives and new talent to the University. The parties have, in this Agreement, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, appointments, promotion, sabbaticals, and other benefits of employment, free from discrimination and/or harassment. This statement of intent is not intended to be subject to Article 20, Grievance Procedure.~~

~~**6.2—Policy.**~~

6.1 Non-discrimination.

(a) Neither the University nor the UFF shall discriminate against or harass any employee based upon age, disability, gender identity or gender expression, genetic information, marital status, national origin, political affiliation, pregnancy, race or color, religion, sex, sexual orientation, or veteran status, nor shall the University or the UFF abridge any rights of employees 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 shall be based on job-related criteria and performance.

~~(b) Sexual Harassment.~~

~~(1) Sexual harassment, as defined by federal law, is a prohibited form of sex discrimination.~~

~~(2) The University strictly prohibits sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature when:~~

~~a.—submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;~~

~~b.—submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~

~~c.—such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.~~

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~~(3) The parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative, and especially so when a student's academic work, residential life, or athletic endeavors are supervised or evaluated by the employee (see Section 5.3). These relationships may also involve a conflict of interest (see Article 19). The parties discourage romantic or sexual relationships between employees and students.~~

~~(c) Harassment. The University also strictly prohibits other forms of illegal harassment, including but not limited to harassment on the basis of race, age, or disability, in accordance with federal and state law. Illegal harassment occurs when discriminatory intimidation, ridicule, and insult are so severe and pervasive as to alter the conditions of employment and create an abusive working environment. Workplace conduct is not measured in isolation — simple teasing, incivility, off hand comments, and isolated incidents (unless extremely serious) will not amount to discriminatory changes in the terms and conditions of employment.~~

~~(d)(b) Neither the University nor the UFF shall tolerate incidents of sex/gender-based discrimination or harassment, sexual assault, exploitation, relationship violence, or stalking. Employees shall fulfill their obligations as “responsible employees,” as defined in UCF’s policy on discrimination, harassment and interpersonal violence, to report such incidents to the Office of Institutional Equity (“OIE”).~~

~~(c) Retaliation. Retaliation for exercising civil rights is prohibited by federal and state law. Employees shall not be subjected to harassment, intimidation, threats, coercion, or discrimination for filing a complaint, assisting in an investigation or other procedure related to the federal or state civil rights laws, or opposing a practice made illegal by those laws. Retaliation shall be regarded as seriously as discrimination itself and may justify discipline pursuant to the procedures established in the Discipline Article 16.~~

~~(ed) Investigation of Charges. Charges of discrimination, retaliation, or harassment, including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or any other verbal or physical conduct violation of a sexual nature that constitutes sexual harassment, UCF Policy, Prohibition of Discrimination, Harassment and Related Interpersonal Violence, shall be promptly investigated according to established University procedures.~~

~~No employee by the Office of Institutional Equity (“OIE”). Employees investigated under such procedures shall not be disciplined for such offenses until such the investigation is complete and a finding of discrimination a violation has been issued. The University reserves the right to reassign or to provide an alternative worksite to an employee during an investigation as it deems necessary to mitigate the situation and provide protections to the accuser in addition to the accused.~~

~~(fe) Results of Investigation. In cases alleging discrimination, retaliation, or harassment by an employee, and in which no finding of discrimination, retaliation, or harassment is made, no record of the complaint shall be placed in the employee’s evaluation file, unless the employee requests otherwise. The employee may request that a copy of the complete investigation file be placed in the employee’s evaluation file. Where a finding of discrimination, retaliation, or harassment is made, a record of the complete findings shall be placed in the employee’s evaluation file.~~

6.32 Access to Documents. No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination, except for records that are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided, however, that the University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

~~6.4 — **Consultation.** As part of the consultation process described in Article 2, the parties agree to discuss efforts made to appoint and retain women and minority employees.~~

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~~6.53 Grievance Procedures. Employees complaining of violations of this Article by the University may present such claims as grievances pursuant to Article 20, Grievance Procedure. The parties intend that matters that may be presented as grievances under Article 20, Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to Article 20 are initiated by the grievant, except as specifically provided for in Section 20.2.~~

(a) Employees complaining of violations of this Article by the University may present such claims to the Office of Institutional Equity (OIE). Employees may grieve violations of this Article, but all such grievances shall be handled by the Office of Institutional Equity ("OIE") and will not be subject to the normal timelines in the Grievance Procedures and Arbitrations Article 20. Academic Affairs shall determine whether it is possible separate an alleged violation of this Article from alleged violations of other Articles. If this is possible, the alleged violation of this Article shall be investigated by OIE and the other alleged violations will be subject to the grievance procedures in the Assignment of Responsibilities or Grievance Procedures Articles 9 or 20. If it is not possible to separate the alleged violations of this Article from alleged violations of another Article, the alleged violations of this Article shall be investigated by OIE first, before any remaining alleged violations are heard under the grievance procedures in the Assignment of Responsibilities or Grievance Procedures Articles. The timeline for the grievance process begins one business day after the employee receives the OIE finding.

(b) Grievances must indicate on the filing form which protected class(es), if any, are alleged to be discriminated against.

ARTICLE 7

MINUTES, REGULATIONS, BUDGETS, AND REPORTS

7.1 Policy. In accordance with Florida Statutes, Chapter 447.203(17)(d), the University will provide the information listed in sections 7.2 and 7.3 to enable the UFF to fulfill its role as collective bargaining representative. The UFF has a corresponding responsibility to use the information in an accurate manner.

7.2 Board and University Documents.

(a) The University shall provide the UFF-~~UCF~~ with 250 hard copies of the BOT-UFF agreement and all supplements to the Agreement, consistent with the provisions of Article 28.

(b) The University shall make the following documents available by links on ~~the~~ University web site:

- (1) the minutes of the meetings of the Board of Trustees;
- (2) University regulations published under the Administrative Procedure Act; ~~and~~
- (3) the University's operating budget, summary by year; and
- (4) the UCF BOT-UFF Collective Bargaining Agreement.

(c) The University shall ensure that a copy of each of the following documents is made available in the Orlando campus library:

- (1) the minutes of the Board of Trustee's committee and subcommittee meetings; ~~—~~
- (2) the University's operating budget;
- (3) the University's expenditure analysis for the previous year;
- (4) University regulations published under the Administrative Procedure Act.

(d) Upon a UFF-~~UCF~~ request, the University shall make the following documents available to the UFF, at no cost, no more than once per calendar year:

(1) On or before March 1st, a report reflecting employee salaries for the then-current academic year. This report will include the following data elements in spreadsheet format: listing of employees with name, salary administrative plan annual rate, job code, job code title, college, department, date of hire, and complete work address.

(2) Worksheet reports, on or before March 1st, where prepared, to reflect posted payroll changes. These worksheets would include the following data elements in spreadsheet format: employee name, job

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title, administrative title, liability department name, date of hire, prior rate of pay, new rate of pay, percent increase, type of increase (e.g., equity, market, merit, etc.), and FTE.

(3) A report showing fall faculty and administrative and professional employment for the then-current academic year, on or before March 1st of that academic year (e.g., report for fall ~~20042014~~ would be available on or before March 1, ~~20052015~~). This report will include the following data elements in spreadsheet format: name, job code, employee class, home department number, liability department number, budget entity (E&G, C&G, Auxiliary), primary campus assignment, FTE, budgeted weeks, date of hire, highest degree earned, year of highest degree, faculty rank, tenure status, tenure date, annual salary, termination date.

(4) On or before November 1st, one or more reports summarizing faculty activity for the prior academic year (e.g., reports available by November 1, ~~20152018~~, would reflect ~~loadsactivities~~ for Summer ~~20142017~~, Fall ~~20142017~~, and Spring ~~20152018~~). These reports will include the following data elements in spreadsheet format: reporting term, employee name, primary department, rank, tenure status, activity code, FTE, and level of effort per activity code by employee.

(e) All documents and reports described in subsection (d) shall be provided in electronic format.

~~7.3 Request for information. Any request for information beyond the scope contained herein in Section 7.1, shall be made in writing by the UFF to the University. Where such information is readily available at the University level, the University shall endeavor to provide such information at no or minimal cost.~~

~~7.4 Bargaining Unit Member List. Upon request and not(f) Not more than once per semester, the University shall provide the UFF, at no cost, with an electronic list including name, department/unit, position code, title/rank, e-mail address, contact telephone number, work address, date of hire, college or unit, contact mailing addresses for each employee in the bargaining unit.~~

7.3 Request for information. Any request for information beyond the scope contained herein in Section 7.21, shall be made in writing by the UFF to the University. Where such information is readily available at the University level, the University shall endeavor to provide such information at no or minimal cost.

ARTICLE 8**APPOINTMENT**

8.1 Policy. The University shall 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 University shall:

(a) advertise such appointment vacancies, receive applications, and screen candidates therefore, and make such appointments as it deems appropriate under such standards, qualifications, and criteria; as well as:

- (b) identify and seek qualified and diverse candidates for vacancies and new positions; and
- (c) continue to support spousal hires.

8.2 Advertisement of Vacancies. Bargaining unit vacancies shall be advertised through appropriate professional channels. Employees of lower or equivalent ~~ranksranks~~, and employees who are local residents shall not, in the hiring process, be advantaged or disadvantaged for that reason. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department/unit.

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8.3 Employment Agreement. All appointments shall be made on a University employment agreement and signed by the president or representative and the employee. The University may enclose informational addenda, except that such addenda shall not abridge the employee's rights or ~~benefits~~benefits provided in this Agreement. The University employment agreement shall contain the following elements:

- (a) Date;
- (b) Professional Classification System title, class code, rank~~;~~; and appointment status;
- (c) Principal place of employment~~;~~;
- (d) Employment unit (e.g., department, college, institute, area, center, etc.);
- (e) Length of the appointment~~;~~;
- (f) A statement that the position is (1) tenured~~;~~; (2) non-tenure earning, (3) tenure-earning (specifying prior service in another institution to be credited toward tenure, where applicable)~~;~~; or (4) multiyear~~/~~/non-tenure earning~~;~~;
- (g) Percent of full time effort (FTE)~~)~~) assigned;
- (h) Salary~~;~~;
- (i) Budget entity;
- (j) ~~The following statement, if the appointment is not subject to the notice provisions of Article 12: "Your employment under this agreement will cease on the date indicated. No further notice of cessation of employment is required."~~
- (k) ~~Special conditions of employment, including what part, if any, of the salary is provided as a temporary salary adjustment (stipend) subject to the terms of Section 8.4~~this section;
- (l) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the regulations and policies of the University, and this Agreement;
- (m) ~~A statement that the employee's signature on the employment agreement shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;~~
- (n) ~~The statement: "The University of Central Florida is an equal opportunity employer. University policy and regulation prohibit discrimination against or harassment of any employee based upon age, disability, gender identity or gender expression, genetic information, marital status, national origin, political affiliation, race or color, religion, sex, sexual orientation, or veteran status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure;~~
- (o) ~~A statement informing the employee of the obligation to report outside activity, conflict of commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and~~
- (p) ~~The statement: "If you have not been provided with a~~A copy of the BOT/UFF Collective Bargaining Agreement, ~~notify your supervisor and you will be given one. A copy may also be~~ may be found at <http://www.collectivebargaining.ucf.edu/>."

8.4 Change in ~~Appointments~~Appointment.

- (a) An employee serving on a calendar year appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a calendar year appointment. The president ~~or~~ representative shall carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.
- (b) ~~Effective August 8, 2009, if~~f a calendar year appointment includes a temporary salary adjustment (stipend), the employment agreement shall specify what part if any of the stipend shall be included in salary calculations when converting from a calendar year to an academic year appointment. In the absence of a statement on the employment agreement stating otherwise, all stipends shall be included when converting an employee's salary from a calendar year to an academic year appointment or vice versa.
- (c) Upon approval by the president or the president's representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82 percent when changing from a calendar year to an academic year appointment or by 133.3 percent when changing from an academic year to a calendar year appointment. For an employee whose appointment was previously changed from an academic year to calendar year appointment at a salary adjustment other than 133.3 percent or from a calendar year to academic year appointment at a salary

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adjustment other than 81.82 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

8.5 Appointment Types.

(a) Appointments may be offered on a tenured, ~~tenure-~~earning, or non-tenure-earning basis.

(b) The ranks assistant professor, associate professor, and professor shall be provided to employees who have tenured or ~~tenure-earning appointments-earning appointments~~ except under the following circumstances:

(1) When an employee holding one of these ~~ranks~~ranks is placed on a terminal contract, the employee's rank will be retained for the duration of that contract;

(2) Up to five untenured, non-tenure earning employees appointed annually whose rank is specifically approved by the president or president's representative;

(3) Individuals who have officially retired from universities or other organizations who are least 55 years of age;

(4) Tenured employees who decide to give up their ~~tenured~~tenured status to take advantage of whatever incentives might be offered by such an appointment;

(5) Individuals who have held the rank of professor for at least seven years at an institution of higher education;

(6) Employees with the prefix visiting, ~~provisional,~~ ~~courtesy,~~ clinical, or research appended to the rank of assistant professor, associate professor, or professor; and

(7) Non-tenure earning employees whose rank, ~~as of the date of ratification of this Agreement,~~ violates the preceding provision.

(c) Non-tenure-~~earning~~ multiyear renewable appointments of two- to five-~~year~~ duration may be offered. Such ~~appointments~~appointments shall not be provided to employees with the ~~ranks~~ranks of assistant professor, associate professor, or professor except under the circumstances ~~of 8.5(b)(2) through 8.5(b)(7), but~~noted in this section, and shall not be offered to visiting, research, or provisional employees.

(d) Visiting Appointments. A visiting appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the University does not expect to be available for more than a limited period. A visiting appointment, ~~or a sequence of visiting appointments (i.e., an initial appointment followed by another visiting appointment) may not exceed a total of four years.~~ ~~Similarly, a non-renewable (non-searched) appointment may not exceed a total of 12 months.~~

(1) Non-searched, Non-renewable appointment. An employee who has already worked any non-renewable (non-searched) appointment at the university may not be offered an additional non-renewable appointment after 12 months have been served.

8.6 Supplemental Summer Appointments.

(a) Policy. Supplemental summer ~~appointments~~appointments, when available, shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, ~~if practicable.~~ Course offerings and summer assignments will be made taking into consideration programmatic needs, student demand, and budget availability. The criteria shall be made available in each department or unit.

(b) Compensation. ~~Compensation.~~ Compensation for summer employment shall be twelve and one half percent (12.5%) of the employee's 9-month base salary for the first three credit hours of summer assignment, ~~including teaching, research, and service;~~ twelve and one half percent (12.5%) of the employee's 9-month base salary for the second three credit hours of summer assignment, including teaching, research, and service; and eight percent (8.0%) of the employee's 9-month base salary for the third three- credit hours of summer assignment, including teaching, research, and service. Courses of greater or fewer than three credit-hours shall be prorated. Supplemental ~~summer assignments~~ summer assignments, like those for the fall and spring semesters, include the normal activities related to such an assignment as defined by the department/unit and the nature of the course, including office hours, course preparation, curriculum development, lectures, evaluation of student efforts, academic advising, research, and department, college, and University committee meetings. Supplemental summer appointments also

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include activities such as thesis or dissertation supervision, directed individual studies, and/or supervision of student interns.

(c) When an employee is not provided a supplementary summer appointment, the employee is not obligated to perform any normal duty or activity for the university during the summer.

(d) Supplemental summer ~~appointments~~appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law").

8.7 Overload Appointments. Overload compensation is defined as compensation for any duties in excess of a full appointment (1.0 FTE~~);~~). Available overload compensation ~~appointments~~ appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Courses of greater or fewer than three credit hours shall be prorated.

(a) An employee's overload compensation for teaching a three credit hour course in a premium tuition program shall be eleven and one half percent (11.5%) of the mean academic year salary of the tenured and tenure~~-~~earning employees in the employee's department/unit.

(1) If the employee's department/unit does not offer tenure~~;~~; the compensation for a three credit hour course shall be eleven and one half percent (11.5%) of the mean 9-month salary of the faculty pay plan employees in the department/unit.

(2) The calculation of mean salary shall be as follows. For a course that begins during the fall, spring, or subsequent summer of an academic year~~;~~; compensation shall be based on the employees in the unit and their salary rates as of January 1st of the previous academic year. Any 12-month employee salaries will be multiplied by 81.82 percent to obtain an academic year salary.

(b) Compensation for overload appointments for instruction other than those described in 8.7(a) shall be no less than the adjunct rate for the employee's department, unit, or college.

8.8 Study Abroad Appointments. Available study abroad ~~appointments~~appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. An employee shall not be coerced to accept such an appointment or harmed for rejecting an offer for such an appointment. Study abroad programs may be offered as follows:

(a) During the summer term(s).

(b) During the fall or spring semester.

(c) During the spring extended semester. The spring extended semester may continue until three days before the start of classes for the summer term(s).

(d) Training. An employee shall attend appropriate training prior to participating in a study abroad program. This training shall include written instructions regarding the employee's responsibilities for students who are participating in the study abroad program.

(e) Compensation. The minimum number of students required to offer a study abroad program (referred to in this section as "the minimum") shall be determined and put in writing in advance of allowing enrollment in the program. Employees shall be compensated as follows:

(1) All employees serving in study abroad programs shall receive travel, housing, and expense reimbursement defined in the program budget at rates established by the State of Florida or, at rates established in advance, in writing, by the University;

(2) For any course that meets the minimum and in which the course content is delivered by a 9-month employee during the summer, the employee shall receive a supplemental summer appointment for one course. The University may provide a supplemental summer appointment for the employee even if the program does not meet the minimum, as long as such decisions are made on an equitable basis, based on programmatic needs.

(3) For any course in which the course content is delivered by an instructor other than the 9-month employee during the summer (for example, an instructor associated with an institution in the host country), but the employee is listed as "Instructor of Record," is traveling with students, and has administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or transportation issues, supervising students, etc., the employee shall choose to receive either a stipend daily allowance of \$100 per day up to a total of \$1,500 ~~or \$1,500~~.

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(4) If a 9-month employee is teaching more than one course in a single summer study abroad program, and one or more of those courses does not meet the minimum, the department chair or unit head may combine the course enrollments in order to meet the minimum. In such a case, the employee shall receive a supplemental summer appointment for the number of courses the student enrollment would allow, given the minimum. For example, if the minimum is twenty, the program includes two courses, and fourteen students enroll producing the equivalent of twenty-eight students in one course, the employee will receive a supplemental summer appointment for one course. As another example, if the minimum number of students is twenty, the program includes three courses, and fourteen students enroll producing the equivalent of forty-two students in one course, the employee will receive a supplemental summer appointment for two courses.

(5) If the maximum size of a study abroad program is limited by the nature or location of the program, if a 9-month employee chooses to take a smaller number of students, or if the minimum is not met but the employee still wishes to lead the program, the 9-month employee may volunteer in writing to opt out of receiving any summer supplemental compensation other than travel, housing, and pre-determined expense reimbursement.

(6) If a 9-month employee is teaching a credit-bearing course in a study abroad program during the fall or spring semester, or a spring extended semester, the appointment shall either be a part of the employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis, the employee shall be compensated ~~according to 8.7(b).~~

(7) If a 12-month employee is teaching a credit-bearing course in a study abroad program, the appointment shall either be a part of the employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis, the employee shall be compensated ~~according to 8.7(b).~~

8.9 Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice fourteen days in advance, where practicable, when the University proposes to reclassify the employee to a classification that is not contained in the bargaining unit. The University will notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit recommends such a reclassification to Academic Affairs. The employee may request a review of such action consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2, Consultation.

ARTICLE 9**ASSIGNMENT OF RESPONSIBILITIES**

9.1 Policy. The parties agree that:

(a) The assignment of responsibilities to employees is one of the primary practical mechanisms by which the University establishes its priorities, carries out its mission and creates opportunities to increase the quality and integrity of its academic programs and enhance its reputation and stature as a major research university.

(b) An employee's professional obligation is comprised of both scheduled and non-scheduled activities.

(c) It is part of the professional responsibility of employees 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 employee in consultation with his/her supervisor.

(d) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the procedures in the exclusive assignment dispute resolution (ADR) grievance procedure in Sections 9.10-9.13 of this Agreement, which shall be the exclusive method for resolving such disputes.

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(e) Each employee shall be given ~~assignments~~assignments that provide equitable opportunity, in relation to other employees in the same department/unit, to meet the required standards for promotion,^{7.1} tenure,^{7.1} merit salary increases, and, if applicable, renewal of multi-year ~~appointments~~ appointments.

(f) The University shall make a reasonable effort to provide employees with resources, training, facilities and equipment for carrying out their assigned teaching, research and service ~~assignments~~assignments.

9.2 Considerations in Assignment.

(a) The employee shall 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 employee's qualifications and experiences, including professional growth and development and preferences;

(3) ~~for employees who have an instructional assignment,~~ the character of the assignment,^{7.1} including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, the number of preparations required, the employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology,^{7.1} the availability and adequacy of materials and equipment,^{7.1} clerical services, student assistants, and other support services needed to perform the assignments, and any changes that have been made in the assignment,^{7.1} including those which may have resulted from previous ~~evaluations~~evaluations of the employee; ~~and~~

(4) for A&P employees and other employees without an instructional assignment, the preparation required, the number of students or clients served, whether the responsibilities of the position have appreciably changed or increased since the past year, whether travel to another location is required, the availability and adequacy of materials and equipment and other support services needed to perform the assignment, any changes in the assignment that may have resulted from previous evaluations, and

(5) the opportunity to fulfill applicable criteria for tenure,^{7.1} promotion,^{7.1} ~~multi-year appointments,~~ and^{7.1} merit salary increases, ~~and awards.~~

(b) If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

(c) The University 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 University has the right, in making ~~assignments~~assignments, to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

(d) Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

9.3 Annual Assignment.

(a) Communication of Assignment.^{7.1} Employees shall be apprised in writing, at the beginning of their employment and each year of employment thereafter, of the assignment of effort expected in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year.

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six ~~(6)~~ weeks in advance of its starting date, if practicable.

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(b) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five ~~(75)~~ days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten ~~(10)~~ days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any. The course assignment shall be communicated to employees no later than six ~~(6)~~ weeks in advance of its starting date, if practicable.

(c) Change in Assignment. Should it become necessary to make changes in an employee's assignment, ~~the~~ the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

(d) For employees, the employment agreement indicates when they are "on contract." Nine-month employees are typically on assignment from August 8 until May 7, and twelve-month employees from August 8 until August 7, annually.

9.4 Summer Assignment.

(a) The supplemental 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, academic advising, research, and service, including, but not limited to, department, college, and university committee meetings.

(b) The employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

9.5 Place of Employment.

(a) Principal. Each employee shall be assigned one principal place of employment, as stated on the annual employment agreement. Where possible, an employee shall be given at least one full semester notice of a change in principal place of employment. The employee shall 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 the Section 9.2, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

(b) Secondary. Each employee, where possible, shall be given at least ninety ~~(90)~~ days written notice of assignment to a secondary place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. Travel expenses shall be paid at the state rate and in accordance with the applicable provisions of state law.

(c) In the event that a UCF Connect Partner facility is closed during normal business hours, the supervisor shall assign an alternate workplace.

9.6 Teaching Schedule.

(a) An employee's teaching preferences should be honored to the extent possible, recognizing programmatic need, budget availability, student demand, and maximization of classroom utilization.

(b) Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last assignment for any one day does not exceed nine ~~(9)~~ hours unless the employee and the supervisor agree to a schedule with longer hours.

(c) The usual length of time between the end of the last assignment on one day and the beginning of the first assignment on the next day shall be at least twelve ~~(12)~~ hours, unless the employee and the supervisor agree to a schedule with a shorter time off between days.

~~9.7 **Equipment.** When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The University 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.~~

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9.8—Workweek. Scheduled hours for all employees shall not normally exceed forty ~~(40)~~ hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate ~~reductions or~~ adjustments in the timing and number of ~~hours~~ scheduled hours in recognition of evening, night, and weekend ~~assignments~~assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other duty assignments. See the Leaves Article ~~17~~ regarding schedule adjustment for holiday assignment.

9.9—Instructional Technology.

~~(a) "Instructional technology material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee and that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.~~

~~(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 employee 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 employee.~~

~~(c) The University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Article 2, prior to their implementation.~~

~~(1) Recognition that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner is appreciably greater than that associated with a traditional course;~~

~~(2) Training and development resources available to employees 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 an employee'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 employee shall 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)~~

~~(1) Provisions governing releases to be obtained when the University has an interest in instructional technology are contained in Article 18. Consistent with such provisions and prior to the use of the instructional technology materials described in Section 9.9(a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the employee shall certify that such development or use does not infringe upon any existing copyright or other legal right. The employee shall be liable to the University for judgments resulting from such infringements.~~

~~(2) The University shall assist the employee 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 employee to develop such materials.~~

9.108 Assignment Dispute Resolution.

(a) Policy. The University and the ~~United Faculty of Florida~~UFF agree to the following procedure as the exclusive method of resolving disputes under the Assignment of Responsibilities Article 9 of the Agreement that allege that an employee's instructional assignment has been imposed arbitrarily or unreasonably.

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(b) Grievance Filing. An employee who alleges that the instructional assignment has been imposed arbitrarily or unreasonably may file a grievance under the Grievance Procedures Article 20 of the BOT/UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an instructional assignment has been arbitrarily or unreasonably imposed.

(c) Representation. The UFF shall have the right to represent any Grievant in a grievance filed hereunder, unless the Grievant elects self-representation or to be represented by legal counsel. If a Grievant elects not to be represented by the UFF, the University shall promptly inform the UFF in writing that the ADR has been filed. Resolution of any individually processed ADR Grievance shall be consistent with the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing this dispute and shall be sent copies of all decisions at the same time as they are sent to the other parties.

(d) Timely Processing. Time limits noted in this ADR procedure give the maximum amount of time allotted to each part of this procedure. All parties are encouraged to complete their portion of the ADR procedure as quickly as possible, while also allowing enough time to complete the work in a competent manner.

9.119 Time Limits.

(a) Calendar Days. All references to "days" within this ADR procedure refer to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m. The "day of receipt" of the assignment, a response to Part 1, Part 2 or Part 3 of the ADR process shall not be included in the count of days.

(b) Receipt of Assignment. The dispute shall not be processed unless it is filed within thirty ~~(30)~~ days after the receipt of the instructional assignment by the Grievant. If the Grievant's instructional assignment begins prior to final resolution of the dispute, he or she shall perform the assignment until the matter is resolved using this procedure.

(c) Delivery of Information. In order to comply with the short time limits imposed by this expedited process, all information, including documents, shall be exchanged via:

- (1) email or
- (2) hand-delivered and date-stamped by appropriate staff.

All oral exchanges of information related to the ADR including, but not limited to, scheduling and extension of deadlines, must be confirmed in writing.

(d) Time Limit Extensions. All time limits contained hereinwithin this Article may be extended by mutual agreement of the administrator at the level at which the extension is requested and the Grievant or the Grievant's representative. Upon failure of the Grievant or the Grievant's representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.

9.1210 Assignment Dispute Resolution Procedures.

(a) A Grievant who believes that his or her instructional assignment has been imposed arbitrarily or unreasonably shall, within thirty ~~(30)~~ days after receipt of the assignment, file Part 1 of the ADR Form to the president'sUniversity's representative responsible for handling grievances.grievances. The president'sUniversity's representative shall notify the individual responsible for making the instructional assignment or that individual's representative within three ~~(3)~~ days of the filing of the ADR Grievance. The filing of Part 1 of the ADR Form shall be accompanied by a brief and concise statement of the Grievant'sGrievant's arguments, and any relevant documentation supporting his or her position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the Grievant's evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the president'sUniversity's representative unless it is specifically named documentation that the Grievant or the Grievant's representative 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 Part 1 of the ADR Form, the individual responsible for making the instructional assignment in question or his/her representative shall schedule and hold a meeting to discuss the dispute. Twenty-four ~~(24)~~ hours after this conference, the individual responsible for making the

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instructional assignment or his or her representative shall complete Part 1 of the ADR Form and deliver it to the Grievant and/or Grievant's representative, ~~the~~ the Dean or the Dean's representative and the president'sUniversity's representative.

(c) If the Grievant continues to be aggrieved following the initial conference, he or she shall file the ADR Form, with Part 2 completed, with the Dean or the Dean's representative no later than four ~~(4)~~ days after receipt of the ADR Part 1 decision.

(d) The Dean or the Dean's representative shall schedule a meeting with the Grievant and/or the Grievant's representative to be held no later than four ~~(4)~~ days after filing Part 2 of the ADR Form. At this meeting, the Grievant, the Grievant's representative, ~~the~~ and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four ~~(24)~~ hours after the conclusion of this meeting, the Dean or the Dean's representative shall complete Part 2 of the ADR Form and deliver it to the Grievant and/or Grievant's representative, the individual responsible for making the instructional assignment or that person's representative and the president'sUniversity's representative.

(e) If consultation with the Dean or the Dean's representative does not resolve the matter, the Grievant and/or the Grievant's representative may file, within four ~~(4)~~ days of receipt of the Part 2 decision and with the approval of the UFF, Part 3 of the ADR Form (with supporting documentation) with the president'sUniversity's representative, indicating an intention to submit the dispute to a Mediator certified in Florida.

(f) Within seven ~~(7)~~ days of receipt of Part 3 of the ADR Form and other documentation, the president'sUniversity's representative shall place a written statement of the University's position, a list of the University's expected witnesses, and other relevant documentation in the Grievant's ADR ~~file.~~ file. As soon as practicable thereafter, a copy of all documents placed in the Grievant's ADR File shall be presented to the Grievant and the Grievant's representative, ~~the~~ who shall provide the president'sUniversity's representative with a list of the Grievant's expected witnesses, which will be placed in the Grievant's ADR File. Any change in either the University's or the Grievant'sGrievant's witness list shall be shared with everyone involved in the ADR within twenty-four ~~(24)~~ hours of that change.

(g) Within seven ~~(7)~~ days of receipt of all materials in (e) and (f) above, the president'sUniversity's representative shall schedule a meeting with the Grievant and/or the Grievant's representative for the purpose of selecting a Mediator ~~from the Mediator Panel in a manner consistent with "4. Mediator Panel" (below). Selection of the Mediator shall be by mutual agreement or by alternatively striking names from the Mediator Panel list until one name remains. The last name remaining on the panel list shall be the Mediator of choice and the last name actually struck from the list shall serve as the alternate if the chosen Mediator cannot serve. The right of first choice to strike from the list shall be determined by the toss of a coin by a third party and alternate(s) from a Mediator Panel chosen jointly by the University and the UFF. Selection of a Mediator from the panel shall be by mutual agreement.~~

(h) The president'sUniversity's representative shall contact the selected Mediator no later than three ~~(3)~~ days following the selection. Should the Mediator selected be unable to serve, the president'sUniversity's representative shall notify the Grievant and/or Grievant's representative and contact ~~the~~ an alternate Mediator within three ~~(3)~~ days. If neither Mediator can serve, the president'sUniversity's representative shall contact the Grievant and/or the Grievant's representative within three ~~(3)~~ days and schedule another selection meeting.

(i) Upon the agreement of the Mediator to participate, the president'sUniversity's representative shall provide the Mediator with the Grievant's ADR File ~~the~~.

(j) The ADR Meeting with the Mediator shall be scheduled as soon as practicable after the Mediator has received the Grievant's ADR File. The president'sUniversity's representative shall notify the Grievant and/or the Grievant's representative of the time and place of the ADR Meeting no later than forty-eight ~~(48)~~ hours prior to it being convened.

(k) No person concerned with, or involved in, the assignment dispute shall attempt to lobby the decision of the Mediator.

(l) The ADR Meeting shall be conducted as follows:

(1) The Mediator shall conduct and have total authority at the ADR Meeting. The Mediator may conduct the ADR Meeting in whatever fashion, consistent with this Agreement, which will aid in arriving at a just decision.

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(2) The Grievant's representative shall be the sole representative for the Grievant, and the ~~president's~~ University's representative shall be the sole representative of the University. Each representative may have one individual present to assist in the presentation of the Grievant's case.

(3) Each representative may present documentary evidence from the employee's ADR File, question witnesses, offer arguments and cross-examine witnesses.

(4) The Mediator shall submit to all parties, on Part 4 of the ADR Form within forty-eight ~~(48)~~ hours after the close of the ADR Meeting, a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Mediator's determination.

(5) If the Mediator decides that the ~~Grievant's~~ Grievant's assignment was imposed arbitrarily or unreasonably, the Mediator may also suggest an appropriate remedy. This suggestion is not binding on the University but shall be used by the ~~president's~~ University's representative in fashioning an appropriate remedy.

9.1311 Mediator Panel.

(a) The ~~president's~~ University's representative and the UFF Grievance Representative shall meet within two ~~(2)~~ weeks of the ratification of this Agreement for the purpose of selecting ~~an odd-numbered~~ a Mediator Panel. The Panel shall consist of no fewer than five ~~(5)~~ and no more than nine ~~(9)~~ individuals, ~~who meet the following qualifications:~~

~~(1) a mediator certified in the state of Florida;~~

~~(2) familiarity with academic assignments at Florida universities;~~

~~(3) an ability to serve on short notice;~~

~~(4) a willingness to serve on the Panel for one academic year; and~~

~~(5) acceptability to both the University and the UFF.~~

(b) Panel Membership Review. Panel membership may be reviewed at the initiation of the University or the UFF, through written notice provided before the end of preceding fiscal year.

9.1412 **Expenses.** All fees and costs of the Mediator shall be borne equally by the ~~University and the UFF when the UFF represents the Grievant parties.~~

ARTICLE 10

EMPLOYEE PERFORMANCE EVALUATIONS

10.1 Annual Evaluations.

(a) Policy. Performance evaluations are primarily intended to communicate to an employee ~~a~~ qualitative ~~an~~ assessment of that employee's performance of assigned duties by providing written constructive feedback that will assist in improving the employee's performance and expertise. Evaluations may be considered in employment related decisions such as salary, retention, assignments, awards, tenure, and promotion. Each employee's performance shall be evaluated in writing at least once annually. Employees shall be evaluated ~~solely~~ according to the University Criteria for Annual Performance Evaluations ~~and the clarifications thereof provided by the Annual Evaluation Standards and Procedures for their department or unit that were approved most recently but prior to the beginning of the evaluation period. (Section 10.1(d) below).~~

(b) Annual Evaluation Period. The annual evaluation period shall be the academic year, beginning August 8th, and shall include the preceding summer, as appropriate. The evaluation period for research may be longer than one year if specified in the approved Annual Evaluation Standards and Procedures. The evaluation period used to distinguish between ratings of Conditional and Unsatisfactory in any area of assignment may be longer than one year ~~if specified in the approved Annual Evaluation Standards and Procedures.~~

(c) Evaluation Ratings. Evaluations shall use the rating categories of outstanding, above satisfactory, satisfactory, conditional, and unsatisfactory in each area of assignment and for the overall evaluation. The overall evaluation shall be consistent with the employee's annual assignment, the evaluations in each assignment area, and the department or unit's Annual Evaluation Standards and Procedures. An

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employee shall not be evaluated in and the overall evaluation shall not be affected by an area in which the employee had no assignment. A department or unit's Annual Evaluation Standards and Procedures may require an employee to receive a minimum rating of Satisfactory in each area of assignment with an assignment of effort of five percent (5%) or more in order to receive an overall rating of Satisfactory or above.

(d) University Criteria for Annual Performance Evaluations. The annual performance evaluation shall be based upon the professional performance of assigned duties and shall carefully consider the nature of the assignments and quality of the performance in terms, where applicable, of:

(1) Teaching effectiveness, including effectiveness in imparting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, workshop, practical experience, student perceptions of instruction, assessment of and engagement with student work, and direct consultation with students.

a. The evaluation shall 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, effective student performance evaluation procedures, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The learning objectives of each course, the means of assessing learning objectives, and the outcomes of the assessment should be assessed as part of the teaching performance.

b. The evaluation shall include consideration of other assigned university teaching duties, such as advising, counseling, supervision, or duties of the position held by the employee.

c. The evaluator shall take into account any relevant materials submitted by the employee such as class notes, syllabi, student exams and assignments, an employee's teaching portfolio, results of peer evaluations of teaching, and any other materials relevant to the employee's instructional assignment.

d. The evaluator shall consider all information available in forming an assessment of teaching effectiveness.

(2) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of research/scholarship/creative activity.

a. Evidence of research/scholarship/creative activity, either print or electronic, shall include, but not be limited to, as appropriate, published books; chapters in books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; funded grant activities; reviews; and research and creative activity that has not yet resulted in publication, funding, display, or performance.

b. The evaluation shall include consideration of the quality and quantity of the employee's research/scholarship and other creative programs and contributions during the evaluation period, and recognition by the academic or professional community of what has been accomplished.

(3) Performance of assigned professional duties ~~such as library instruction, public and technical services librarianship, library collection development, advising, counseling, and supervision as described in a Position Description, if any, of the position held by the employee.~~

(4) Public service that extends professional or discipline-related contributions to the community; the ~~State~~state, including public schools; and the national and international community. Such service includes contributions to scholarly and professional conferences and organizations, governmental boards, agencies, and commissions that are beneficial to such groups and individuals.

(5) Service within the university and participation in the governance processes of the institution through significant service on committees, councils, and senates, attendance at commencement, and the employee's contributions to the governance of the institution through participation in regular departmental or college meetings.

~~(6)-(6) Service for UFF activities is not considered university service and shall not be evaluated.~~

~~(7) Other assigned university duties such as academic administration.~~

(e) Annual Evaluation Standards and Procedures (AESPs). Each University department or unit shall maintain written AESPs by which to evaluate each employee according to the University Criteria for Annual Performance Evaluations specified in this article. AESPs shall be clarifications of the University criteria in terms tailored to the department or unit's discipline(s), employee positions (e.g., tenured or tenure earning, non-tenure-earning, library faculty), and assigned duties. These discipline-specific clarifications shall:

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(1) take into consideration the University's mission, the college's or division's mission the department's mission, and the ~~reasonable~~ expectations for the different ranks;

(2) ~~be adaptable to various assigned duties, so that department employees have an equitable opportunity to earn merit increases, regardless of their assignments;~~

(3) address, as appropriate, how ~~the department values~~ various research/scholarship/creative activities are valued and the outlets in which employees might be ~~reasonably~~ expected to publish, exhibit, or perform.

(4) ~~be~~ rigorous and detailed enough that a reasonable employee should not be uncertain or confused about what performance or accomplishment is sufficient in teaching, research/scholarship/creative activity, professional duties commonly assigned in the department or unit, and service to earn each performance evaluation rating. The clarifications shall identify for each assignment area some representative examples of the achievements or performance characteristics that would earn each performance evaluation rating, consistent with an employee's assigned duties. Examples shall be included for typical assignments within the department or unit (e.g., for 2-2 and 3-2 teaching assignments with correspondingly larger and smaller research assignments, if typically assigned), and must demonstrate the equitable opportunity required by (2) above.

(f) Process for developing AESPs. _____

(1) In tenure-granting departments or units, a committee of six ~~(6)~~ members including four ~~(4)~~ tenured unit employees (at least two must have tenure) elected by the ~~tenured~~ employees in the unit, the department chair or unit head, and one representative appointed by the dean will develop or revise AESPs. If ~~such~~ a department or unit has fewer than ~~four (4) two~~ tenured employees, the entire department or unit shall vote to elect up to four employees to serve on the committee, along with the department chair or unit head and one member appointed by the dean. ~~In non-tenure-granting units, the committee will consist of four (4) unit employees elected by the employees in the unit, along with unit head and one member appointed by the appropriate vice president.~~

(2) ~~In tenure-granting departments or units, tenured employees (2)~~ Employees in the department or unit shall propose AESPs or changes thereto as developed by the committee by a majority vote in a secret ballot. ~~If such a department or unit has fewer than four (4) tenured employees, all employees in the department or unit shall participate in the vote until such time as the department or unit has four (4) or more tenured employees.~~ If a majority exists, the proposed AESPs shall be forwarded to the dean. ~~In non-tenure-granting units, all employees in the unit shall participate in the vote and, if a majority exists, the proposed AESPs shall be forwarded to or~~ the appropriate vice president.

(3) The proposed AESPs or revisions thereto shall be reviewed by the dean or vice president ~~for consistency with the missions and goals of the college or division.~~ If the dean/vice president determines the proposed AESPs do not meet ~~the mission and goals of the college/division~~ their expectations, the dean/vice president may refer them back to the department or unit for revision with a written statement of the reasons for non-acceptance.

(4) Once the dean or vice president determines the proposed AESPs or revisions ~~thereto meet the mission and goals of the college or division~~ are acceptable, they shall be forwarded to the ~~president or president's~~ university's representative for review to ensure they are consistent with the mission and goals of the University and comply with this Agreement. If the ~~president or president's~~ university's representative determines that the proposed AESPs or revisions thereto ~~meet the missions and goals of the university and comply with this Agreement~~ are acceptable, they shall be approved. If not, they shall be referred back to the college or division for revision by the department or unit with a written statement of reasons for non-approval.

(5) If, one year after the initiation of the process described in this subsection, AESPs acceptable to the dean/vice president and ~~president or president's~~ university's representative have not been approved by the department or unit, draft AESPs, committee and department votes, and comments from employees, committee, and the dean/vice president shall be forwarded to the ~~president or president's~~ university's representative for consideration. The ~~president or president's~~ university's representative shall, in conjunction with the dean/vice president and department head, and in consideration of the opinions of the employees and of approved AESPs for other departments and units, develop and institute new department or unit AESPs. These AESPs shall remain in place until such time as new AESPs are developed and approved according to the procedure outlined in this subsection.

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(6) Approved AESPs and revisions thereto shall be kept on file in the department or unit office. Upon written request, employees in each department or unit shall be provided an electronic copy of that department or unit's current AESPs.

(7) Review of AESPs must occur on a regular basis and must begin no later than five (5) years after the adoption or most recent review of those AESPs. The ~~president or president's~~university's representative, the dean, or a majority of ~~the tenured~~ employees in the department or unit may initiate the review of AESPs at any time. ~~In non-tenure-granting units, the vice president or a majority of the employees in the unit may initiate a review of the AESPs at any time.~~ The process for reviewing a department or unit's AESPs shall be the same as the process for developing them, as described in this article. The effective date for AESPs or revisions thereto shall be the start of the annual evaluation period that begins after the date the AESPs or revisions are approved by the ~~president or president's~~university's representative and the employees of the department or unit are so informed in writing.

~~(8) If a department or unit is in the process of developing or revising its AESPs when this article is ratified, the department or unit shall begin that process anew, following the procedures required by this article. If a department's or unit's AESPs are not in compliance with this article when it is ratified, the department or unit shall begin the revision process required by this article no later than the Fall semester 2011.~~

(g) Process for and Sources of Evaluation.

(1) Employee Annual Report. Every year, each employee shall submit to the department chair or unit head (hereafter, "evaluator") a report of the employee's performance in each area of assignment. This report shall be due to the evaluator ~~no sooner than fourteen (14) days after the end of the evaluation period and no sooner than fourteen (14) days after receipt by the employee of all University provided materials required to produce the report, including student evaluations and department or unit and college averages for these evaluations on May 7 of each year. The supervisor, may, at the written request from the employee, provide an extension of up to twenty-one days to submit the annual report.~~ The employee annual report may include any interpretive comments and supporting data that the employee deems appropriate for evaluating the employee's performance and shall also include an up-to-date and accurate CV. The employee shall submit the report in the format determined by the college.

(2) The evaluator shall also consider, where appropriate and available, information from the following sources: immediate supervisor, peers, students, employee, other university officials who have responsibility for supervision of the employee, and individuals to whom the employee may be responsible in the course of a service assignment, including public school officials when the employee has a service assignment to the public schools. Copies of materials to be used in the evaluation process submitted by persons other than the employee shall be provided to the employee, who may attach a written response within thirty days of receiving that document.

(3) All assigned activities for which an employee receives compensation from the university, including summer assignments, shall be reported upon and evaluated. An employee may report activities related to the areas of assignment that are performed during times when the employee is not compensated by the university; if reported upon, these activities shall be evaluated.

(4) Observation/Visitation. The evaluator or the evaluator's representative may conduct classroom observation/visitation in connection with the employee's evaluation. If such classroom observations/visitations are conducted, no fewer than two ~~(2)~~ observations/visitations shall be completed during the evaluation period.

a. Absent immediate concerns described below, the evaluator shall notify the employee at least two ~~(2)~~weeks~~days~~ in advance of the date and time of any direct classroom observation or visitation. If the employee determines this date is not appropriate because of the nature of the scheduled class activities, the employee may suggest a more appropriate date.

b. If the evaluator has received a complaint or other information that gives rise to immediate concerns about the conduct of the class, the evaluator or the evaluator's representative may observe or visit the class at any time without notice to the employee.

c. Observation/visitation of online classroom settings is permitted ~~under the terms of this section~~at any time.

d. A written report of the observation/visitation shall be submitted to the employee if the employee requests a report, within two ~~(2)~~ weeks of the observation/visitation. If the observation/visitation

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involves a course that was assigned to the employee with less than six ~~(6)~~ weeks' notice, such change shall be noted in the report. The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file and may submit a written reply within thirty days of receipt, which shall be attached to the report.

e. Peer Assessment. An employee has the right to have the evaluator assign a peer to observe/visit the employee's teaching and to have an assessment of that observation/visitation included as part of the employee's annual report. A department or unit ~~AESP~~ may require peer observation/visitation, which shall be carried out in accordance with the requirements of this subsection. In these cases, the peer may be a colleague within the University, a retired colleague, or a colleague in the same discipline from another university.

(5) Written Evaluation.

a. The proposed written annual evaluation shall be provided to the employee ~~within sixty (60) days after~~ the due date for start of the Employee fall semester. Annual Report evaluations are not required for employees who have been non-reappointed or whose employment ends before December 31 of the new academic year.

b. The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file. The evaluation shall be signed and dated by the evaluator and by the employee, to acknowledge receipt of it. The employee may attach a concise comment to the evaluation ~~within thirty days of receipt~~. A copy of the evaluation shall be provided to the employee.

c. Upon written request from the employee, the evaluator shall endeavor to assist the employee in addressing any performance deficiencies.

10.2 Cumulative Progress Evaluations.

(a) Policy. ~~Employees~~ Tenure earning or tenured employees eligible for consideration for promotion to the rank of associate professor and/or tenure shall be informed annually of their progress toward promotion and/or tenure. Each year's cumulative progress evaluation shall build upon prior cumulative progress evaluations so an employee's progress toward tenure and/or promotion in a given year will be viewed in the context of attainments over the entire tenure and/or promotion earning period. Employees eligible for promotion to professor ~~may, at their option and upon written request, shall~~ be similarly apprised of their progress toward promotion at least once prior to submitting their promotion dossier. The cumulative progress evaluations are intended to provide an accurate assessment of cumulative performance as leading to attainment of promotion and/or tenure, and to provide assistance and counseling to candidates to help them qualify themselves for tenure and/or promotion.

(b) Process. All cumulative progress evaluations shall be completed during the spring semester. Beginning with the second year of employment (or the first year, if tenure credit was given) and continuing annually, an employee who is eligible for tenure and/or promotion to the rank of associate professor shall receive a cumulative progress evaluation. Separate cumulative progress evaluations shall be provided by the tenured members of the department or unit (excluding the chair/head and dean), the chair/head, and dean. For cumulative evaluations of progress towards promotion to professor, only tenured professors participate in the employee's evaluation. If the department or unit has fewer than three tenured members or tenured professors, as appropriate, the dean may increase the committee membership to three using tenured members of appropriate rank from other departments or units. If the chair/head of the department or unit does not hold the rank of professor or is not a tenured member of the department/unit, the dean may appoint a tenured faculty member of an appropriate rank from another department/unit to serve in this role for the purpose of completing the cumulative progress evaluations. The employee may request, in writing, a meeting with the chair/head and/or dean to discuss concerns regarding the cumulative progress evaluation.

(c) Criteria.

(1) Progress toward the promotion to the rank of associate professor with tenure will be assessed based on professional performance of teaching, research, and service, and the likelihood of future contributions at or exceeding current levels of performance.

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(2) Progress toward tenure for tenure-earning associate professors will be assessed based on the professional performance of teaching, research, and service, and the likelihood of future contributions at or exceeding current levels of performance.

(3) Progress toward tenure for tenure-earning professors will be assessed based on the professional performance of teaching, research, and service, the achievement of national and/or international prominence, evidence of advancing their field of study, and the likelihood of future contributions at or exceeding current levels of performance.

(4) ~~If~~When requested by the employee, progress toward the rank of professor will be assessed based on the professional performance of teaching, research, and service, the achievement of national and/or international prominence, evidence of advancing their field of study, and the likelihood of future contributions at or exceeding current levels of performance.

10.3 Sustained Performance Evaluations.

(a) Policy. Tenured employees shall receive a sustained performance evaluation at least once every ~~seven (7)~~three years following the award of tenure or their most recent promotion. The purpose of this evaluation is to document sustained performance during the previous ~~seven (7)~~three years of assigned duties to evaluate continued professional growth and development.

(b) Process.

(1) At the end of ~~seven (7)~~three years of tenured or post-promotion service, and each subsequent ~~seven (7)~~three year period, or at any time the employee has not maintained productivity expectations, an employee's sustained performance will be evaluated. This evaluation will consist of a review of the overall annual evaluation ratings ~~for and productivity during~~ that ~~seven-year~~ period of interest. If the employee's overall performance is, ~~on average, deemed to be~~ below satisfactory ~~for that seven-year period~~, then the employee shall be issued a performance improvement plan. The average shall be determined by assigning a value of 4 for Outstanding, 3 for Above Satisfactory, 2 for Satisfactory, 1 for Conditional, and 0 for Unsatisfactory to each of the employee's annual evaluation ratings over the ~~seven-year~~ appropriate period ~~and computing~~. If the numeric average ~~A value below 1.5 is less than 2.0, the employee's performance shall be considered deemed~~ below satisfactory ~~performance~~.

(2) A performance improvement plan shall be developed by ~~the employee in concert with~~ the department chair or unit head and shall include specific measurable performance targets with target dates that must be completed in a period of ~~three (3)~~two years. The performance improvement plan requires the approval of the dean and the ~~president or president's~~ university's representative.

(3) When an employee has a performance improvement plan, the department chair or unit head shall provide an annual evaluation of the employee's performance on the plan. ~~The dean shall also provide a separate annual evaluation of the employee's performance on the plan.~~ Adherence to the performance improvement plan, including its targets and target deadlines, shall be the ~~sole~~ governing criteria for performance improvement plan evaluations.

~~(4) The University shall provide for a process to accommodate instances when the employee and the department chair or unit head cannot agree on the elements to be included in the performance improvement plan.~~

~~(5)~~(4) It is the responsibility of the employee to attain the performance targets specified in the performance improvement plan. Lack of success may result in dismissal. The employee may attach a concise response to the sustained performance evaluation, the performance improvement plan, and annual evaluations of performance on the sustained performance plan. Any such responses shall be included in the evaluation file.

10.4 Proficiency in Spoken English.

(a) Requirement. Employees must, to be involved in classroom instruction beyond one (1) semester, establish proficiency in the oral use of English, as set forth in Section 1012.93, Florida Statutes, and any applicable Board of Education or Board of Governors rule or resolution.

(b) Deficiency. ~~For non-tenured employees found to be deficient in the oral use of English as set forth in Section 10.4(a), the University shall provide, as needed, one or two month long sessions with post-training evaluations administered through the Center for Multicultural and Multilingual Studies. Employees who require more than two sessions to speak English effectively will have to rely upon personal resources~~

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~~to correct this deficiency. Failure to correct the deficiencies may result in termination. This paragraph shall apply only during the first three years of employment. Failure to correct the deficiencies may result in termination.~~

10.5 Employee Assistance Programs. Neither the fact of an employee's participation in an employee assistance program nor information generated by participation in the program shall be used as evidence of a performance deficiency within the evaluation processes described in this Article, except for information relating to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the ~~president or president's~~ suniversity's representative have agreed.

ARTICLE 11**EVALUATION FILE**

11.1 Policy. ~~There shall be one (1)One~~ evaluation file ~~containingshall contain~~ a dated copy of all documents used in the evaluation process, other than evaluations for tenure and/or promotion. ~~When Only documents contained in the~~ evaluations file shall be used for evaluations and ~~other~~ personnel decisions ~~are made~~, other than for tenure and/or promotion, ~~the only documents which may be used are those contained in that file.~~ Such documents shall be placed in the evaluation file within a reasonable timeweek after receipt by the custodian of the file. It is permissible for some documents, such as faculty annual reports, to be preserved in a mainstream electronic format.

11.2 Access. An employee may examine the evaluation file, ~~upon reasonable advance notice,~~ during ~~the~~ regular business hours of the office in which the file is kept, normally within the same business day, or as soon as practicable, as the employee requests to see it, and under such conditions as are necessary to ~~insureensure~~ its integrity and safekeeping. ~~Upon request, an~~ The employee may numerically paginate ~~with successive whole numbers the~~ the physical materials in the file, and may attach a concise signed and dated statement in response to any item therein. ~~Upon request, an~~ An employee is entitled to one ~~(1)~~ free copy of any material in the evaluation file. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying, ~~A and the time required to carry out the task. Only a~~ person designated bywith written authorization from the employee may examine that employee's evaluation file, ~~with the written authorization of the employee concerned, and~~ subject to the same access limitations ~~on access that are~~ applicable to the employee.

11.3 Indemnification. The UFF agrees to indemnify and hold the University, 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.

11.4 Use of Evaluative Materials. ~~In the event a grievance is filed, the~~ The University, UFF grievance representatives, the arbitrator, and the grievant shall have the right to use, ~~in the grievance proceedings,~~ copies of materials from the grievant'semployee's evaluation file. in grievance proceedings.

11.5 Anonymous Material. ~~There shall be no~~ No anonymous material shall be in the evaluation file except ~~for~~ numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the evaluation file, all ~~of the~~ comments obtained in the same course must be included.

11.6 Peer Committee Evaluations. Evaluative materials, ~~or summaries thereof,~~ prepared by peer committees ~~and signed by a committee representative~~ as part of a regular evaluation system, or summaries thereof, system, may be placed in an evaluation file ~~when signed by a representative of the committee.~~

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11.7 Removal of Contents. Materials shown to be contrary to fact shall be removed from the file within three business days. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to ~~the~~ resolution of a grievance.

11.8 Limited Access Information-Records. Pursuant to Florida Statute 1012.91, ~~information~~the following records are confidential and exempt from s.119.07(1).

(a) Information reflecting academic evaluation of employee performance shall be available for inspection only by the employee, ~~the employee's representative, University officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, those investigating the possibility of discrimination or retaliation, arbitrators or others engaged by the parties to resolve disputes, and others by court order.~~ and by officials of the University responsible for supervision of the employee. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in ~~student course evaluations, Student Perception of Instruction ("SPOI") form,~~ which have been selected as such by the University and made available to the public on a regular basis.

(b) Records maintained for investigation of employee misconduct, disciplinary proceedings, or grievances shall be available for inspection only by the employee, those investigating the possibility of misconduct, university officials conducting a grievance proceeding, arbitrators or others engaged by the parties to resolve disputes, and others by court order. However, if the investigation becomes inactive as defined at s.1012.91, or a final decision in such proceedings has been made and the results provided to the employee, the records are no longer confidential.

(c) Notwithstanding the foregoing, any records or portions thereof which are otherwise confidential by law shall continue to be exempt from the provisions of s.119.07(1). In addition, for sexual harassment investigations, portions of such records that identify the complainant, a witness, or information that could reasonably lead to identification of the complainant or a witness, are limited access records.

ARTICLE 12

NON-REAPPOINTMENT

12.1 No Property Right. No appointment or assignment shall create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, except as provided in Articles 8, 13, and 15.

12.2 Notice. The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Article 8. ~~Summer is not a semester for purposes of this Section., Appointments. Employees who are appointed for less than one academic year, or who are appointed to a visiting appointment, are not entitled to notice that they will not be offered further appointment.~~

(a) **A&P Employees Appointments:** Employees in Administrative and Professional (A&P) E&G positions ~~not described in section 12.2(d)~~ whose employment the University intends to terminate are entitled to written notice depending on their length of continuous University service, as follows, with:

(1) ~~With less~~ fewer than six months ~~continuous university service,~~ two weeks;

(2) ~~With six or more~~ months but ~~less than one year of continuous university service,~~ one month;

(3) ~~With one year or longer but less~~ fewer than two years ~~of continuous university service,~~ three months, four weeks;

(4) ~~With 3~~ two or more years of continuous university service, six months.

(b) ~~Multiyear appointments: Employees who are on multiyear appointments who will not be offered further appointment are entitled to the following written notices:~~

(1) ~~For employees in their first three (3) but fewer than five years of continuous University service,~~ twelve months if the employee: weeks;

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- ~~(i) will not be continued in his or her multiyear appointment; or~~
- ~~(ii) will not be given another appointment.~~

~~(2) For employees with three (3) or more years of continuous University service, notice will be given twelve months before expiration of the multiyear appointment term if the appointment will not be renewed.~~

~~(c) "Soft money" appointments: Employees who are on "soft money" (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) are entitled to the following written notice if they will not be offered further appointment:~~

~~(1) For employees in their first five (5) years of continuous University service, no notice need be provided and the following statement shall be included in their employment agreements: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."~~

~~(2) For employees who had (4) five years but fewer than ten years, sixteen weeks.~~

~~(5) ten or more years of continuous University service as of June 30, 1991, one year; , twenty weeks.~~

~~(3) For other employees with five (5) (b) C&G/Auxiliary appointments: The University is not obligated to continue employment for employees on C&G or Auxiliary appointments if funds are not available. If practicable, employees who are on these appointments with three or more years of continuous University service, ninety (90) shall be provided with sixty days' notice; employees with five or more years of continuous University service shall be provided contingent upon funds being available in the contract or grant with ninety days' notice.~~

~~(d) Not entitled to notice: Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, or who are employed in an auxiliary entity are not entitled to notice that they will not be offered further appointment, and the following statement shall be included in their employment agreements: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."~~

~~(e) Employees not described in (a), (b), (c), and (d) (c) E&G Appointments: Employees not described above are entitled to the following written notice if they will not be offered further appointment:;~~

~~(1) For employees in their first two years of continuous University service, one full semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);~~

~~(2) Notice period for employees after two or more three years of continuous University service. For employees with two (2) or more years of continuous University service, , the remainder of a fall, spring, or summer term or twelve weeks, whichever is greater;~~

~~(i) Notice(2) For employees who have three or more years of continuous University service, notice will be given by August 14~~September 30~~ if employment will not be renewed after the next academic year (e.g., notice given by August 14, 2016~~September 30, 2020~~ means no appointment in the 2017-2018~~2021-2022~~ academic year).~~

~~(f)~~

~~(d) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section 12.2 who receives written notice that the employee will not be offered further appointment shall be entitled, upon may make a written request within twenty (20) days following receipt of such notice, to a written statement offor the basis for the decision not to reappoint. within twenty days following receipt of such notice. Thereafter, the president or university's representative shall 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 employee with written documentation of receipt obtained.~~

12.3 Grievability. An employee who receives written notice of non-reappointment may, according to Article 20, Grievance Procedures, contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty ~~(30)~~ calendar days of receipt of the statement of the basis for the decision not to reappoint ~~pursuant to Section 12.2(f),~~ or receipt of the notice of non-reappointment if no statement is requested.

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~~**12.4 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 or more programs or functions, the University shall take the following actions for those employees not described in section 12.2(d):~~

~~(a) Make a reasonable effort to locate appropriate alternative or equivalent employment within the University.~~

~~(b) If that effort is not successful, the employee shall have recall rights as set forth in Article 13.~~

12.5 Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, one full semester's, four weeks' notice. Upon resignation, all consideration for tenure and reappointment shall cease.

12.5 Payout option. At the time of or following issuance of a notice of nonrenewal to any employee, the University may elect in its discretion to pay the employee for all or a portion of the notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out, and the employee's employment shall terminate immediately.

ARTICLE 13

LAYOFF AND RECALL

13.1 Layoff.

(a) Layoff. A layoff occurs 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.

(b) Layoff Unit. The layoff unit may be at an organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate.

~~**13.2 Layoff Considerations.** The selection of employees in the layoff unit to be laid off will be determined as follows:~~

~~(a) No tenured employee shall be laid off if there are non-tenured employees in the layoff unit. No non-tenured but tenure-earning employees shall be laid off if there are non-tenured, non-tenure-earning employees in the layoff unit.~~

~~(b) No employee in a non-tenured position in the layoff unit with more than five (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service. The date of layoff unit notification to the UFF shall be the date used to determine length of continuous University service.~~

(c) The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the University.

13.2 Layoff Considerations. ~~(d) The selection of employees in the layoff unit to be laid off will be determined as follows:~~

(a) No tenured employee shall be laid off if there are non-tenured employees in the layoff unit. No non-tenured but tenure-earning employees shall be laid off if there are non-tenured, non-tenure-earning employees in the layoff unit.

(b) No employee in a non-tenured position in the layoff unit with more than five years of continuous University service shall be laid off if there are any such employees with five years or less service. The

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date of layoff unit notification to the UFF shall be the date used to determine length of continuous University service.

(c) Where employees are equally qualified under (a) or (b) above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the University, including its commitment to diversity. In making such judgment, the University shall carefully consider employees' length of continuous University service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.

(ed) No tenured employee shall be laid off solely for the purpose of creating a vacancy to be filled by an ~~administrator~~ **out-of-unit person** entering the bargaining unit.

(fe) The University shall notify the UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2.

13.3 Alternative/Equivalent Employment. Prior to giving a notice of layoff to the employee, the University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for that employee and to make known the results of the effort to the person affected.

13.4 Notice. Employees should be informed of layoff as soon as practicable and, where ~~circumstances~~ **circumstances** permit, employees with three or more years of continuous UCF service should be provided at least two ~~(2)~~ full semesters notice (or one year's notice for employees with an assignment greater than an academic year); those with less service, with at least one full semester's notice (or six ~~(6)~~ months' notice for employees with an assignment greater than an academic year). Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of appeal/grievance rights and applicable dates for filing; information on how to access the University Vacancy Listing ~~and how to access it~~. The University shall copy the local UFF Chapter as well as the UFF state office on the layoff notice provided to the employee. The UFF may request a consultation with the president or president's representatives pursuant to Article 2 to discuss the noticed layoff.

During their notice period, employees shall continue to have rights to alternate or equivalent employment. It shall be the employee's responsibility to check the Vacancy listing and notify the Academic Affairs if he or she sees a vacancy that he or she is interested in and qualified for. After the cessation of their employment, employees shall be provided a statement of their recall rights and the expiration of those rights.

13.5 Re-employment/Recall.

(a) For two years following layoff, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the University should an opportunity for such re-employment arise. If an employee is laid off from a multi-year appointment, the employee shall be eligible for re-employment in the same or similar position at UCF, should such a position become available within one year following the layoff or before the expiration date of the employee's last employment agreement, whichever is shorter. Employees appointed to a multi-year appointment who are recalled shall be offered re-employment not to exceed the time remaining on their employment agreement at the time of layoff. Any offer of re-employment pursuant to this section must be accepted within fifteen ~~(15)~~ days after the date of the offer and shall take effect no later than the beginning of the semester following the date the offer was made. If an employee rejects an offer of re-employment, the employee shall receive no further consideration pursuant to this Article. The University shall notify the local UFF chapter when an offer of re-employment is issued to a laid-off employee.

(b) An employee shall resume the same status upon recall as applicable.

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(c) Upon recall or reemployment, under this section, the employee shall receive the same credit for years of service as held on the date of layoff^{r₂}.

(d) Employee Assistance Programs. Consistent with the University's Employee Assistance Program^{r₂}, employees 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.

13.6 Limitations. The provisions of Sections 13.2 through 13.5 of this Agreement shall not apply to those employees described in Sections 12.2(~~a-d~~b) and in 8.5(c).

ARTICLE 14

PROMOTION PROCEDURE

14.1 Policy. Promotion decisions are not merely a totaling of an employee's annual performance evaluations. Rather, the University, through its faculty, professional employees, and administrators, assesses the employee's potential for growth and scholarly contribution as well as past meritorious performance.

14.214.2 Promotion Regulations. The regulations governing employee promotion are the following:

(a) Promotion of Tenure and Tenure Earning Faculty (UCF-3.015)

(b) Promotion of Full-time Non-tenure-earning, Research and Clinical faculty (UCF 3.0175)

(c) Instructor and Lecturer Faculty Promotion (UCF 3.0176)

(d) Promotion of Non-tenure-earning Instructional Designers (UCF 3.0177)

14.3 Cumulative Progress Evaluations.

(a) Beginning with the second year of employment, Assistant Professors eligible for consideration for promotion to Associate Professor shall be apprised of their progress toward promotion. For example, employees hired in Fall 20122019 or Spring 20132020 will receive their first cumulative progress evaluation in Spring 20142021. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The employee 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 previous discussions with the evaluator.

(b) Other employees who are eligible for promotion may, at their option and upon written request, be similarly apprised of their progress toward promotion.

14.34 Criteria.

(a) Promotion decisions shall be a result of meritorious performance and shall be based upon established criteria specified in writing by the University. All affected employees shall be given notified where to locate a copy of the criteria. The University may modify these criteria so long as the local UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the president or representative. Changes in criteria shall not become effective until one ~~(1)~~ year following adoption of the changes, unless mutually agreed to in writing by the local UFF Chapter President and the president. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable University policies and procedures. Any proposal to develop or modify promotion criteria shall be available for discussion by members of the affected departments/units before adoption.

(b) The University is encouraged to review its promotion criteria which may exist at the University, college/school, or department/unit level to ensure that such criteria are consistent with each other and that they comport with the mission of the University and its various academic units.

~~(c) Promotion criteria shall be available in the department/unit office and/or at the college/unit level.~~

*index***Attachment A****14.45 Procedures.**

(a) The only documents which may be considered in making promotion recommendations are those contained or referenced in the promotion filedossier. The provisions of the Evaluation File Article 11 of this Agreement shall apply to the contents of the promotion filedossier. It shall be the responsibility of the employee to see that the filedossier is complete. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion filedossier and may attachinclude a brief response to any material therein. If any material is added to the filedossier after the commencement of consideration, a copy shall be sent to the employee within five ~~(5)~~ days (by personal delivery, by mail, return receipt requested, or through the eP&T portal, if applicable). The employee may attach a brief response within five ~~(5)~~ days of his/her receipt of the added material. The filedossier shall not be forwarded until either the employee submits a response or until the second five ~~(5)~~ day period expires, whichever occurs first. If a document that is not part of the promotion filedossier is considered, then, prior to the committee's decision, it shall be added to the promotion file and the procedures for notifying the employee described in this section shall be followed.

(b) RecommendationsApplications for promotion shall include a copy of applicable promotion criteria, the employee's annual assignments and annual evaluations, and, the employee's promotion appraisal(s). Only employees seeking promotion to Associate Professor are required to include their cumulative progress evaluations in the promotion file.

14.56 Notice of Denial. If any employee is denied promotion, the employee shall be notified in writing by the appropriate administrative official, within ten ~~(10)~~ days or as soon as possible thereafter, of that decision. Upon written request by an employee within twenty ~~(20)~~ days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied.

~~14.6 — Instructor/Lecturer Promotion. Instructors and lecturers on regular appointments shall be eligible for promotion. Instructors and lecturers are not required to apply for promotion. An instructor or lecturer who applies for but does not achieve promotion shall continue at his or her current rank and retain the right to reapply in a future promotion cycle.~~

~~(a) Ranks. The ranks for instructors shall be Instructor, Associate Instructor, and Senior Instructor. The ranks for lecturers shall be Lecturer, Associate Lecturer, and Senior Lecturer.~~

~~(b) Years of Service. An instructor or lecturer shall be eligible for promotion to the next rank in the sixth year of full time service at the current rank. Prior years of service at other institutions or as a Visiting Instructor/Lecturer at the University may count toward eligibility for promotion, but three (3) years of full time service at the current rank must be obtained at UCF.~~

~~(c) — Change in Title.~~ **14.7 Instructor/Lecturer Change in Title.** If an employee with an instructor title earns a terminal degree from an accredited institution in an appropriate field of specialization, the employee's title shall be changed to a lecturer title. The employee's rank shall remain the same (e.g., an Associate Instructor shall become an Associate Lecturer) and years of service earned toward eligibility for promotion to the next rank shall not be affected.

~~(d) Phase In Period. During 2013-2014, only instructors and lecturers hired in or before 2003 shall be eligible for promotion. During 2014-2015, only instructors and lecturers hired in or before 2006 shall be eligible for promotion. During 2015-2016, only instructors and lecturers hired in or before 2009 shall be eligible for promotion. Thereafter, all instructors and lecturers who meet normal years of service and other eligibility requirements shall be eligible for promotion.~~

ARTICLE 15**TENURE**

15.1 Eligibility. Employees with the rank of Associate Professor and Professor shall be eligible for tenure. Tenure shall be in a department/unit or other appropriate administrative unit. Tenure shall not

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extend to administrative appointments in the General Faculty or Administrative and Professional classification plans.

15.2 Tenure Decision.

(a) ~~AnA~~ employee shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position, including any prior service credit granted at the time of initial employment. An employee's written request for early tenure consideration is subject to the University's written agreement.

(b) By the end of six ~~(6)~~ years of service at the University, an employee eligible for tenure shall either be awarded tenure by the Board of Trustees or given notice that further employment will not be offered. Upon written request by an employee within twenty ~~(20)~~ days of the employee's receipt of such notice, the University shall provide the employee with a written statement of reasons by the president or representative why tenure was not granted.

(c) Decision by the Board of Trustees. The Board of Trustees shall award tenure. This decision shall normally be made at the May Board Meeting but no later than the following meeting. The employee shall be notified in writing by the president or representative within five ~~(5)~~ days of the decision of the Board.

(d) An employee being considered for tenure prior to the sixth ~~(6)~~ year may withdraw from consideration before the Provost issues a final written recommendation without prejudice.

15.3 Criteria for Tenure.

(a) The decision to award tenure to an employee shall be a result of meritorious performance and shall be based on established criteria specified in writing by the University. The decision shall take into account the following:

- (1) annual performance evaluations;
- (2) the needs of the department/unit, college/unit, and University;
- (3) the contributions of the employee to the employee's academic unit (program, department/unit, college/unit); and
- (4) the contributions the employee is expected to make to the institution.

(b) The University shall givemake available a copy of the criteria for tenure to employees eligible for tenure, and, beginning with the second year of employment, each such employee shall be apprised in writing once each year of the employee's progress toward tenure. For example, employees hired Fall ~~2014~~2019 or Spring ~~2015~~2020 will receive their first cumulative progress evaluation in Spring ~~2016~~2021. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal ~~which~~that were not resolved in previous discussions with the evaluator.

(c) Tenure criteria shall be available in the department/unit office and/or at the college/unit level.

15.4 Modification of Criteria.

(a) Modifying Criteria. The University may modify the criteria for tenure so long as the local UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the University president or representative. Changes in criteria shall not become effective until one ~~(1)~~-year following adoption of the changes, unless mutually agreed to in writing by the local UFF president and the University president or representative. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable university policies and procedures. Any proposal to develop or modify tenure criteria shall be available for discussion by members of the affected departments/units before adoption.

(b) Effect on Employees. The equitable opportunity provisions of Article 9 are applicable to the modified criteria. Further, if an employee has at least four ~~(4)~~ years of tenure-earning credit as of the date on which the tenure criteria are adopted ~~under Section 15.4(a)~~, above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notified the university at least thirty ~~(30)~~ days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly adopted criteria.

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15.5 Recommendations and Procedures.

(a) Recommendations for the awarding of tenure shall be made by the employee's supervisor and shall include a poll by secret ballot of the tenured members of the employee's department/unit. The performance of an employee during the entire term of employment at the institution shall be considered in determining whether to grant tenure. Recommendations regarding tenure shall include a copy of applicable tenure criteria, the employee's annual assignments and annual evaluations, and the employee's ~~tenure appraisals-cumulative progress evaluations~~. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure ~~file~~dossier and may attach a brief and concise response to any materials therein. It shall be the responsibility of the employee to see that the ~~file~~dossier is complete. The provisions of the Evaluation File, Article 11 of this Agreement shall apply to the contents of the tenure file.

(b) If any material is added to the ~~file~~dossier after the commencement of consideration, a copy shall be sent to the employee within five ~~(5)~~ days (by personal delivery, by mail, return receipt requested, or through the eP&T portal, if applicable). The employee may attach a brief response within five ~~(5)~~ days of his/her receipt of the added material. The ~~file~~dossier shall not be forwarded until either the employee submits a response or until the second five ~~(5)~~-day period expires, whichever occurs first. The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure ~~file~~dossier. If a document that is not part of the tenure ~~file~~dossier is considered, then, prior to the committee's decision, it shall be added to the tenure ~~file~~dossier and the procedures for notifying the employee described in this section shall be followed.

15.6 Other Considerations.

(a) During the period of tenure-earning service, the employee's employment shall be governed by the provisions of Article 12.

(b) Part-time service of an employee employed at least one semester in any twelve (12)-month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of tenure-earning service.

(c) An employee who is credited with tenure-earning service at the time of initial appointment may request, in writing, that the ~~president or president's~~university's representative withdraw all or a portion of such credit. An employee may make such a request only one time, and the request must be received before the end of the spring semester prior to the fall semester of the employee's final year of eligibility.

15.7 Transfer of Tenure. When a tenured employee is transferred as a result of a reorganization or program curtailment within the University and is employed in the same or similar discipline in which tenure was granted, the employee's tenure shall be transferred to the new department.

15.8 Tenure upon Appointment. Tenure may be granted to an employee by the Board of Trustees at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator shall consider the recommendation of the department or equivalent unit prior to making his/her final tenure recommendation.

15.9 Leave. Authorized leaves of absence shall be credited or not credited toward the period of tenure-earning service according to the provisions of ~~Section 17.4~~the Leaves Article.

15.10 Termination/Layoff. Tenure/permanent status guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause, or layoff.

ARTICLE 16

LETTERS OF COUNSEL, DISCIPLINARY ACTION, AND JOB ABANDONMENT

~~16.1~~—Just Cause.

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~~(a) — The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause.~~ **16.1 Letters of Counseling/Instruction.** Letters of Counseling or Instruction may be given to employees to provide information regarding university policies, regulations, or provisions of the Collective Bargaining Agreement or information about UCF's Employee Assistance Program. Such letters are not considered discipline and are not placed in the employee's Evaluation File unless requested by the employee. These letters may be used only as evidence to demonstrate the employee's awareness of University expectations.

16.2 Just Cause.

(a) Just cause shall be defined as:

- (1) incompetence, or
- (2) misconduct.

(b) An employee's activities which fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University.

~~**16.2 — Letters of Counseling/Instruction.** Letters of Counseling or Instruction may be provided to employees to provide guidance for bringing conduct or performance into compliance with university policies, rules, or provisions of the Collective Bargaining Agreement. Such letters, that may include recommendations for participation in an Employee Assistance Program, are not considered discipline and may be used only as evidence to demonstrate the employee's awareness of University expectations.~~

16.3 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals. Penalties will be imposed dependent upon the seriousness of the offense and any aggravating or mitigating circumstances.

16.4 Notice of Intent.

(a) Oral Reprimand and Written Reprimand. No notice of intent or employee response time is required when an employee receives an oral reprimand or written reprimand.

(b) Suspension or Termination. When the ~~president or president's~~University's representative has reason to believe that suspension or termination should be imposed, the ~~president or president's~~University's representative shall provide the employee with a written notice of the proposed action and the reasons therefore. Such notice shall be sent via certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten ~~(10)~~ days to respond in writing to ~~president or president's~~University's representative before the proposed action is taken. The ~~president or president's~~University's representative then may issue a notice of disciplinary action ~~under Section 16.5.~~

16.5 Notice of Disciplinary Action. Any notice of disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to the Grievance Procedure in Article 20. All ~~such~~disciplinary notices shall be sent via certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

16.6 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. Should the university require, as part of the disciplinary process, participation in training or counseling, failure to provide evidence of completion would be considered just cause for further discipline.

16.7 Termination. A ~~tenured~~tenured appointment or any appointment of definite duration may be terminated during its term for just cause. An employee shall be given written notice of termination at least six months in advance of the effective date of such termination, except that in cases where the president or representative determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the president or representative may give less than six months' notice.

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16.8 Employee Assistance Program. Neither the fact of an employee's participation in an Employee Assistance Program, nor information generated by participation in the program, shall be used as a reason for discipline under this Article, except for information relating to an employee's failure to participate in an Employee Assistance Program consistent with the terms to which the employee and the University have agreed.

16.9 Job Abandonment.

(a) If an employee is absent without authorized leave for twelve (12) or more consecutive days ~~under the provisions of Section 17.4~~, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

(b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons beyond the control of the employee and the employee or a representative notifies the University as soon as practicable with a reasonable and supportable explanation, the employee will not be considered to have abandoned the position.

ARTICLE 17

LEAVES

17.1 ~~Requests for a Leave or Extension~~ Leaves. There are various types of Leave of One Semester or More.

~~(a) For a leave of one semester or more, an employee shall make a written request not less than 120 days prior to that the beginning of the proposed university offers. Employees are responsible for completing all necessary paperwork, informing their supervisors of their leave, if practicable.~~

~~(b) For an extension of a leave of one semester or more, an employee shall make a written request not less than sixty days request, and meeting deadlines before the end of the leave, if practicable.~~

~~(c) The University shall approve or deny such request in writing not later than thirty days and after receipt of the request.~~

~~(d) leave.~~ An absence without approved leave or extension of leave shall subject the employee to the provisions of the Discipline Article 16.

~~(e)~~ An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of the FMLA and its implementing regulations. When an employee is absent with a serious health condition and wishes to request FMLA protection or is absent more than 10 days due to illness or injury, a Medical or Parental Leave Request Form and a UCF Medical Certification Form must be submitted to Human Resources as soon as practicable. When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

17.2 Requests for a Leave or Extension of Leave of One Semester or More.

(a) For a leave of one semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.

(b) For an extension of a leave of one semester or more, an employee shall make a written request not less than sixty days before the end of the leave, if practicable.

(c) The University shall approve or deny such request in writing not later than thirty days after receipt of the request.

17.3 Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. ~~The return from FMLA leave shall be governed by the FMLA and its implementing regulations, as discussed in Section 17.6.~~

17.34 Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in ~~the~~ sabbatical or professional development

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programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to ~~the~~their pay status. Employees who are on leave without pay will not accrue leave.

17.45 Tenure Credit During Periods of Leave. ~~Semester(s) Time spent on paid or unpaid leave for fewer than 160 hours in a semester shall be tenure-earning. A semester during which an employee is on compensated or uncompensated leave shall be creditable for the purpose of determining eligibility for tenure except by mutual agreement of the employee and the University. Time spent on family and medical, parental, administrative, or military spends more than 160 hours on approved leave, whether paid or unpaid, shall not be tenure-earning unless otherwise mutually agreed to by the employee and the president or president's University's representative in writing at the time such leave begins. Upon return from military leave, an employee may request that the time spent on military leave be Approved leaves where more than 160 hours in a semester are taken are automatically non-tenure-earning (mandatory tenure-earning, which request must be clock extension) unless the leave is granted by the president or president's to perform research/creative activity. An employee may make a written request to the university's representative. Time spent on paid or unpaid leave for any purpose not otherwise listed herein shall be to modify their existing tenure-earning unless otherwise mutually agreed to by the employee and the president or president's representative in writing at the time such leave begins credit using the tenure clock adjustment form provided by Faculty Excellence.~~

17.56 Holidays.

(a) An employee shall be entitled to observe all official-UCF-designated ~~holidays designated in accordance with Section 110.117, Florida Statutes.~~ No classes or examinations shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

(b) Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight hours for each holiday worked.

~~(c) If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve month period.~~

17.67 Family and Medical Leave Act (FMLA) Entitlements.

(a) ~~—~~ The Family and Medical Leave Act of 1993 ("FMLA") (<https://www.dol.gov/whd/fmla/>) is the common name for the ~~Federal~~federal law providing eligible employees an entitlement of up to twelve weeks ~~of (480 hours) of continuous or intermittent~~ leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. Employees are entitled to use FMLA in accordance with law and University policies. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

17.8 Modified Instructional Duties (MID) in case of birth or adoption. Employees who elect the MID are ineligible for Paid Parental Leave. Once a

~~17.7 Parental Leave Options. The University of Central Florida provides a supportive environment that enables employees to address the complexity of balancing their work and family commitments. The University provides the following leave options when an employee becomes a biological parent, a child is placed for adoption in the employee's home, or the employee becomes the legal guardian of a child.~~

~~(a) Modified Work Duties. If the employee normally has an instructional assignment, then, after consultation with the employee, the supervisor shall determine that:~~

~~(1) the assignment be changed to a non-instructional assignment for the academic semester during which the child is expected to arrive; or~~

~~(2) the employee's work schedule may be altered.~~

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~~(3) — once the~~ modified plan is agreed to by the employee and his or her supervisor, it shall be reviewed by the dean or vice president. The dean or vice president shall either approve the modified work plan, or work in collaboration with the supervisor and employee to try to reach an acceptable solution. If the employee normally has an instructional assignment, then, after consultation with the employee, the supervisor shall determine that the:

~~(b) Paid Parental Leave. Employees are eligible for paid parental leave as follows.~~

~~(1) An employee shall (a) assignment be granted, upon request, a paid parental leave for a period of 19.5 contiguous weeks (for twelve-month employees only) or one regular (Fall or Spring) semester, (or upchanged to 3 months for a non-instructional employees) assignment for the birth, academic semester during which the child is expected to arrive; or~~

~~(b) employee's work schedule may be altered.~~

17.9 Parental Leave Options. The University provides the following leave options when an employee becomes a biological parent, a child is placed for adoption, or assumption of in the employee's home, or the employee becomes the legal guardianship/guardian of a child. Modified Instructional Duties are not available for an employee on paid or unpaid parental leave as defined in this section.

(a) Paid Parental Leave. Paid parental leave may be used no more than twice during the employee's employment at the University. If both parents are employees of the University, only one parent may request paid parental leave under this program for each qualifying event (birth or adoption).

~~(2) — In order to participate in this program, an~~ **1) Eligibility.** An employee must be employed for a minimum of one academic year on at least a 0.75 FTE line before s/he is eligible to apply for this benefit. This program does not apply to individuals on a temporary, a term limited, or a visiting appointment. Furthermore, employees on soft money shall be eligible to the extent that such benefits are permitted by the terms of the contract or grant, the ability to meet a grantor's deliverables, the rules of the funding agency, and ~~/or~~ adequate funds are available.

~~(3) — The~~ **2) Paid Parental Leave Request.** Participation in paid parental leave is contingent upon execution of a signed agreement. An employee will/shall request the use of paid parental leave in writing and sign a written agreement detailing the terms of the paid parental leave. These forms must be completed no later than three months prior to the anticipated beginning of the leave and the leave must occur no later than a semester immediately following the birth or adoption event. A shorter notice period may be permitted on a case-by-case basis, for good cause and/or special circumstances at the discretion of the ~~provost or designee.~~ Parental/university's representative. Paid parental leave is separate from, but may run concurrent with, medical or FMLA leave.

~~(4) — The employee will sign a written agreement detailing the terms of the paid parental leave. Participation in paid parental leave is contingent upon execution of the signed agreement.~~

~~(5) — (3) Commitment to Return.~~ The employee must agree in writing to return to University employment for at least one academic year following participation in the program or reimburse UCF within 60 days. This time does not include time awarded for a sabbatical or other type of leave. For example, it would be possible for a nine-month employee to take a sabbatical and then opt for the paid parental leave program. In that case, the employee would need to return to active university service for one year for each of the programs; in this case/example, two academic years.

~~(6) —~~ **Repayment and Reimbursement.** Repayment of salary, retirement, ~~benefits/benefits,~~ and expenses received during paid parental leave shall be required in those instances where payments are made in the absence of a signed agreement by the employee, or when the employee fails to comply with the terms of the program.

~~(7) —~~ An employee who makes use of paid parental leave and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) following participation in the parental leave program shall have the total number of hours used deducted from the employee's sick leave and/or annual leave balance (with sick leave being deducted first) that the employee has remaining at the time of separation from the University, or upon transferring between an annual leave and non-annual leave accruing contract.

~~(8) —~~ Employees on paid parental leave cannot engage in outside employment unless approved in advance.

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~~((6)Duration of paid parental leave. Upon request, one of the following paid parental leave options shall be granted to employees as follows:~~

~~a. Twelve-month non-instructional, research, and clinical employees shall receive up to 16 contiguous weeks of paid parental leave;~~

~~b. Twelve-month instructional employees have the option of taking leave for the duration of the summer term (usually May 8 until August 7);~~

~~c. Nine- or twelve-month instructional employees shall receive one regular (Fall or Spring) semester.~~

(b) Unpaid Parental Leave.

(1) ~~If an~~An employee who is ineligible or chooses not to use a modified ~~work assignment as described in 17.7(a)instructional duties (MID)~~ or paid parental leave ~~as described in 17.7(b),~~ the employee may request and shall be granted an unpaid parental leave not to exceed six months ~~when the employee becomes a biological parent or a child is placed for adoption in the employee's home.~~

(2) Employees on unpaid parental leave may use up to six weeks of paidaccrued sick leave for the period of leave immediately following the birth of a child (or eight weeks following a C-Section). Parental leave beyond the six ~~week~~ period may be covered by other accrued paid leave or remain a period of unpaid leave. ~~Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 17.11.~~

(3) ~~the~~The period of parental leave shall begin no more than two weeks before the expected date of the child's arrival. Employees must complete the appropriate forms 30 days before the anticipated date of birth or adoption.

a. the ~~president or designee~~university's representative shall acknowledge to the employee in writing the period of leave to be granted, and the date of return to employment.

b. any illness/injury caused or contributed to by pregnancy, when certified by a health care provider, shall be treated as temporary disability if requested, and the employee shall be allowed to use accrued sick leave credits. In such a case, a Medical or Parental Leave Request Form and a UCF Medical Certification Form is required. ~~Pregnancy shall not be considered a disability.~~

~~**17.8—Leaves Due to Illness/Injury.** When an employee is absent with a serious health condition and wishes to request FMLA protection or is absent more than 10 days due to illness or injury, a Medical or Parental Leave Request Form and a UCF Medical Certification Form must be submitted to the employee's supervisor or to Human Resources as soon as practicable. Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position.—~~ **17.10**

Sick Leave.

~~(a)When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.~~

~~(a) Sick Leave.~~

~~(1) Accrual of Sick Leave.~~

~~a.(1)~~ A full-time employee shall accrue four ~~(4)~~ hours of sick leave for each biweekly pay period, 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.(2)~~ A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

~~c.—An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.~~

~~(2) Uses of Sick Leave.~~

~~a.(b)~~ Uses of Sick Leave. It is the responsibility of the employee to report sick leave when any scheduled time (such as a meeting, office hours, teaching, committee work), or if, due to illness or hospitalization, fewer than eighty hours are worked during the reporting time period. The employee has an obligation to inform their chair/supervisor as far in advance as possible to mitigate disruption to the department/college. When utilizing sick leave, it is not permissible to engage in outside employment or to receive payment for services.

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(1) Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool.

~~b.~~(2) Sick leave shall be authorized for the following:

4a. The employee's personal illness/injury, exposure to a contagious disease which would endanger others, or disability where the employee is unable to perform his/her assigned duties.

2b. The employee's personal appointments with a health care provider.

3c. The illness-~~or~~/injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "~~Immediate family~~" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse and dependents living in the household.

4d. The death of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the employee's immediate family shall not be unreasonably withheld.

~~c.~~(3) A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services/work on such days. During any seven ~~(7)~~-day period, the maximum number of days of sick leave charged against any employee shall be five ~~(5) days, or 40 hours~~.

~~d.~~(4) An employee who requires the use of sick leave ~~should~~must notify ~~the~~their immediate supervisor as soon as practicable and shall report such leave in accordance with UCF's timekeeping procedures.

~~e.~~(5) An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying ~~the~~their immediate supervisor, substitute ~~the use of~~ accrued sick leave to cover such circumstances.

(3c) Certification. If an employee's request for absence or absence exceeds four ~~(4)~~ consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification signed by an attending health care provider affirming the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member, and which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the ~~president of university's~~ representative may place the employee on compulsory leave under the conditions set forth in that Section ~~17.8(c)~~.

~~(4) Transfer of Credits. Currently, there are no statutory provisions for the transfer of accrued sick and, if applicable, annual leave balances between the University and any other state university or any state agency.~~

(5d) Payment for Unused Sick Leave.

a.(1) An employee with less than ten ~~(10)~~ years of State University service who separates from ~~State government~~the University shall not be paid for any unused sick leave.

b.(2) An eligible employee who ~~was hired on or before January 6, 2003,~~ has completed ten ~~(10)~~ or more years of ~~State and/or~~ University service, 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/University service, 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 ~~State government~~the University because of retirement for other than disability reasons, termination, or death, shall be compensated for the employee's unused sick leave at the employee's current regular hourly rate of pay for one ~~eighth of all unused sick leave accrued prior to October 1, 1973, plus one~~ fourth of all unused sick leave accrued ~~on or after October 1, 1973;~~ provided that one-fourth of the unused sick leave ~~since 1973~~ does not exceed 480 hours.

~~c.~~(3) An eligible employee ~~who was hired on or after January 7, 2003, has completed ten (10) or more years of University service, has not been found guilty of or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state~~

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~~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 employment because of non-disability retirement, termination, or death shall be compensated for the employee's unused sick leave at the employee's most recent regular hourly rate of pay for one fourth of all unused sick leave, provided that one fourth of the unused accrued sick leave does not exceed 480 hours.~~

~~d.— Upon layoff, an employee with ten (10)ten or more years of University service shall be paid for unused sick leave in accord with the criteria described in paragraphs 17.8(a)(5)b and c, as indicated above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave.~~

~~e.(4)~~ All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

~~f.(5)~~ If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

~~g-(6)~~ In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

17.(b)11 **Job-Related Illness/injury.**

~~(4a)~~ An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall 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.

~~(2b)~~ If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in ~~paragraph 17.8(b)(1), the Article~~ above:

~~a.(1)~~ The employee 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 shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or

~~b.(2)~~ The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave ~~in accordance with paragraph 17.8(b)(2)(a), above~~, or the employee elects not to use accrued leave.

~~(3c)~~ This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

~~(4d)~~ If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the ~~president of University's~~ representative ~~should~~shall advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

~~a.(1)~~ offer the employee part-time employment;

~~b.(2)~~ place the employee ~~in~~on leave without pay status or extend such status;

~~c.(3)~~ request the employee's resignation; or

~~d.(4)~~ release the employee from employment, notwithstanding any other provisions of this

Agreement.

~~(e)~~

17.12 **Compulsory Leave.**

~~(4a)~~ Placing Employee on Compulsory Leave.

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a-(1) If an employee is perceived to be unable to perform assigned duties due to illness/injury, medical certification, the president or representative may require the employee to submit to a medical examination, the results of which shall 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 employee, who is also acceptable to the president or representative. Such health care provider shall submit the appropriate medical certification(s) to the University.

b-(2) If the University agrees to accept the employee's choice of a health care provider the University may not then require another University-paid examination.

e-(3) If the medical examination confirms that the employee is unable to perform assigned duties, the president or representative shall place the employee on compulsory leave.

(2)

(b) Conditions of Compulsory Leave.

a-(1) Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee 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-(2) 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 shall be in accordance with Section 17.14~~this Article~~.

e-(3) If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the president or representative shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(3)

(c) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4)

(d) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee 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 employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a-(1) offer the employee part-time employment;

b-(2) place the employee in leave without pay status in ~~accordance with Section 17.11~~ or extend such status;

e-(3) request the employee's resignation; or

d-(4) release the employee from employment, notwithstanding any other provisions of this Agreement.

17.913 Annual Leave.

(a) Accrual of Annual Leave. Academic year employees and employees appointed for less than nine months shall not accrue annual leave.

(1) Full-time employees appointed for more than nine ~~(9) months, except employees on academic year appointments, months~~ shall accrue annual leave at the rate of ~~6.76977~~ 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)~~, and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to ~~post October 1, 1973~~ sick leave on an hour-for-hour basis on in the pay period containing January 1 of each year.

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(2) Part-time employees appointed for more than nine ~~(9)~~ months, ~~except employees on academic year appointments,~~ shall accrue annual leave at a rate directly proportionate to the percent of time employed.

~~(3) Academic year employees, employees appointed for less than nine (9) months, and OPS employees shall not accrue annual leave.~~

~~(4) At the request of the employee, he or she shall be permitted to use accrued annual leave for all or part of medical or parental leave.~~

(b) Use and Transfer of Annual Leave.

~~(1) Annual leave shall be accrued before being taken, except in those instances where the president or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision.~~ (1) Annual leave shall be accrued before being taken. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible ~~and appropriate.~~ Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

~~(2) Upon re-employment with the University within 100 days, except for re-employment after layoff (see 17.9(c)(3), below), the employee may choose to reinstate their annual leave balance by repaying the full lump sum annual leave payment received.~~

~~(3) An employee may transfer into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the University classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.~~

~~(4) When an annual leave accruing employee moves to a position in State government, the transfer of leave shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of University employment, without affecting other leave benefits.~~

~~(5) The transfer of unused annual leave from a local government to an annual leave accruing position is not permitted unless a reciprocal agreement in writing between the University or its representative and the previous employing entity is in effect.~~

(c) Payment for Unused Annual Leave.

~~(1) Upon~~ Prior to termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, ~~and unless the university's representative shall determine whether the employee requests the option in (2) below has the ability to reduce their accrued annual leave balance prior to termination or reassignment to an academic year contract. If the employee does not have the opportunity to reduce the balance,~~ the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave ~~at the calendar year rate the employee was accruing as.~~ Payment of the employee's accrued annual leave shall be at the employee's last day rate of work, provided that a determination has been made by the president or representative that the employee was ~~unable to reduce the unused pay under which they were paid in the annual leave balance prior to termination or reassignment to an academic year contract.~~ accruing position. All unused annual leave in excess of forty-four days (352 hours) shall be ~~transferred to the employee's sick leave.~~ forfeit.

~~(2) Upon transfer from an annual leave accruing contract to an academic year contract at the University, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee 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 shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.~~

~~(3) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12)~~

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~~calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump-sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.~~

~~(4) If an employee has received a lump-sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump-sum leave payment.~~

(5)(2) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.

17.1014 Administrative Leaves.**(a) Jury Duty and Court Appearances.**

(1) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.

(2) An appearance as an expert witness for which an employee receives professional compensation falls under the Conflict of Interest/Commitment Article 19 and the University's policies and regulations relative to outside employment/conflict of interest. Such an appearance may necessitate require the employee requesting to request annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the request a modified work schedule.

(3) If an employee is required, as a direct result of the employee's their 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 shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees and other expense reimbursement received.

(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the request a modified work schedule- or record leave without pay.

(b) Military Leave.

(1) Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders, letter from the Commanding Officer or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed two hundred and forty ~~(240)~~ hours in any one ~~(1)~~ university fiscal year (July 1 – June 30). Additional leave for training may be taken as ordered by the military, however annual leave, compensatory leave or leave without pay may be utilized to cover the additional time necessary for training.

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

(3) Other Military Leave.

a. An employee, except an employee 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) shall 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.~~

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty ~~(30)~~ days of such leave shall be with full- pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in 17.10(d)(4) below this Article, or the

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employer exercises its option to supplement the employee's military pay. Leave payment for the first thirty ~~(30)~~ days shall be made only upon receipt of documentation from appropriate military authority.

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

d. Use of accrued leave is authorized during a military leave without pay in accordance with ~~Section 17.11~~this Article.

(c) Leave Pending Investigation. When the ~~president or University's~~ representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the ~~president or University's~~ representative may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the ~~president or university's~~ representative providing the employee with a written notice ~~of the reasons therefor.~~ The leave shall be with pay, with no reduction of accrued leave.

(d) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1) Florida Disaster Volunteer Leave is provided for an employee 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 employee's supervisor's approval. Leave granted under this act shall 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 an employee who is 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 an employee 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 designee~~university's representative and shall not exceed two days on any one occasion.

(3) Athletic competition leave is provided for an employee 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 shall 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 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 an employee who has such rating by the United State 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 employee's leave balances shall be approved and shall not exceed six ~~(6)~~ calendar days in any calendar year.

(e) Official Emergency University Closings. The ~~president or president's~~University's representative may close the University, or portions of the University, in accordance with University policies and regulations relating to natural disasters or other emergencies. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances and should be recorded as administrative (ADM) leave. University closures that cause leave-earning employees to miss regularly scheduled assigned time (such as office hours, departmental meeting, etc.) shall be reported by the employee after such an event as ADM in accordance with UCF's timekeeping procedures.

17.1115 Leave Without Pay.

~~(a) Granting. Upon request of an employee, the president or~~ If a leave is in the best interests of the university, the university's representative shall ~~grant~~has the ability to grant an employee's request for a leave without pay for a period not to exceed one 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. Employees on leave without pay must update their conflict of

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interest/commitment forms if there is any change from their last report. Employees given leaves of more than twelve weeks must return to the University for at least one academic year after their return. If the employee fails to return to the University for at least two consecutive semesters following participation in the program, all fringe benefits must be repaid to the University within 60 days for resignation or job abandonment.

(b) Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. ~~While on such~~Such leave, ~~an employee shall be eligible will not affect eligibility~~ to participate in any special salary incentive programs such as the ~~TeachingResearch~~ Incentive ~~ProgramAward~~.

(c) Retirement Credit. Retirement credit for such periods of leave without pay shall 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 employee shall retain accumulated sick leave and annual leave, but shall 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 17.8(a)(2)~~this Article regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay ~~for parental, foster care, medical, or military reasons.~~ Under such circumstances, the employee must use a minimum of ten accrued leave hours per week.

b. Normally ~~the~~ use of accrued leave during a period of leave without pay for parental or medical reasons shall be approved for up to six ~~(6)~~ months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c. The employer contribution to the State insurance program shall continue for the corresponding payroll periods.

(2) An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave ~~which that~~ cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval, which will be reviewed by the University.

ARTICLE 18

INVENTIONS AND WORKS

18.1 University Authority and Responsibilities. The University is authorized to establish regulations and procedures regarding ~~patents~~patents, copyrights, and trademarks consistent with federal and state law. Such regulations and procedures shall be consistent with the terms of this Article.

18.2 Definitions. The following definitions shall apply in Article 18:

(a) A "Work" means, in accordance with Title 17 of the U.S. Code, any original work of authorship that is or may be subject to copyright. Work includes but is not limited to printed material (such as books, articles, memoranda, and texts), computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, compositions (e.g., written, musical, dramatic), motion pictures, multimedia works, web pages, sound recordings, choreographic works, and

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pictorial or graphic illustrations or displays, and any creative expression of a Trademark used in connection with these items. Instructional Technology Material is included in this definition.

(b) An "Invention" shall include (i) any discovery, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, computer software or databases, or extension of these items which is or may be patentable or otherwise protected under Title 35 of the United States Code, or that is or may be protected as a Trade Secret, under the Florida Trade Secrets Act, Ch. 688, Fla. Stat. or any similar act of another State, as may be relevant, (ii) any novel variety of plant that is or may be patentable or otherwise protected under the Plant Variety Protection Act (7 U.S.C. §2321 et seq.), (iii) any Trademark, and/or (iv) any directly related know-how used in connection with these items. Instructional Technology Material which is or may be patentable is included in this definition.

(c) "Instructional Technology Material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, web pages, electronic, electro-mechanical, or solid state physics-based equipment, three dimensional materials and exhibits, and combinations of the above, which are prepared or produced in whole or in part by an employee and that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.

(d) "University Support" shall mean the non-incident use of University funds, personnel, facilities, equipment, materials, technological information, or students in the creation or making of a Work or Invention and does not include the incidental use of resources made available to the University community for common use. University Support includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

18.3 Works.

(a) Independent Creative Efforts. A Work made in the course of Independent Creative Efforts is the property of the employee, who has the right to determine the disposition of such Work and the revenue derived from it. The employee shall provide documentation to substantiate his or her Independent Creative Efforts. As used in this Section, the term "Independent Creative Efforts" means that:

- (1) the ideas came from the employee;
- (2) the Work was made without the use of appreciable University Support; and
- (3) the University is not responsible for any opinions expressed in the Work.

(b) University-Supported Efforts. A Work that is created with the use of University Support as defined in 18.2(d) is the property of the University, and the employee shall share in the proceeds therefrom. For example, Web-based courses developed with University resources use a team of technical support experts and faculty members to develop materials and software used in the course. Accordingly, the University maintains the right of ownership to such software and materials. These materials may be licensed by mutual agreement between the University and the employee(s) who developed the materials.

(c) Exceptions. The University shall not assert rights to the following Works:

- (1) Those Works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic and digital media; and
- (2) Works developed without the use of appreciable University Support and used solely for the purpose of instruction.
- (3) The intellectual content developed by faculty members for Web-based courses.

(d) Disclosure/University Review.

(1) Upon the creation of a Work and prior to any publication, the employee shall disclose to the president or president's 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 18.3.(c) above, employees need not disclose any Work 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 president's representative shall assess the relative equities of the employee and the University in the Work.

(3) Within one-hundred twenty (120) days after such disclosure, the president or president's representative will inform the employee whether the University seeks an interest in the Work, and a

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written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and the allocation of proceeds resulting from such Work. Allocation of proceeds/royalties shall be made in accordance with the University's policy on copyrights and ~~patents-patents~~. The agreement will also include provisions relating to the creation, use, and revision of such Works by the University or the employee, as well as provisions relating to the use or revision of such Works by persons other than the University or employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

(4) The employee shall 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 asserts an interest, including Instructional Technology Materials as defined in Section 18.2(c). The employee shall certify that such development or use does not infringe upon any existing copyright or other legal right.

(5) The employee and the University shall not commit any act that would tend to defeat the University's or employee's interest in the Work, such as making a public disclosure prior to the University obtaining intellectual property protection, and shall take any necessary steps to protect such interests.

(e) Outside Activity. An employee may, in accordance with Article 19, Conflict of Interest or Commitment and Outside Activity, engage in outside activity, including employment pursuant to a consulting agreement.

(1) Any requirement that an employee waive the University's rights to any University-supported Work as defined in Section 18.3(b), or Inventions that arise during the course of such outside activity shall not be entered into unless specifically approved by the president or president's representative, in writing, prior to the start of such outside activity.

(2) An employee who proposes to engage in an outside activity where the employee may be asked to waive the University's rights shall furnish a copy of this Article and the University's Copyrights and Works Regulation to the outside employer prior to the time a consulting or other agreement is signed or, if there is no written agreement, before the outside activity/employment begins.

18.4 Inventions.

(a) Independent Inventive Efforts. All Inventions made outside the field or discipline in which the employee is employed by the University, and for which no University Support has been used, are the property of the employee, subject to 35 U.S.C. 115, who has the right to determine the disposition of such property and revenue derived from such property. The employee and the president or president's representative may agree that the patent for such Invention be pursued by the University and the proceeds shared.

(b) University-Supported Efforts. Inventions made in the field or discipline in which the employee is employed by the University, or by using University Support, are the property of the University and the employee shall share in the proceeds therefrom. Such Inventions and related rights shall be the property of the University and are hereby assigned to the University by the employee. If the University decides to patent, develop and market the Invention, all costs of the patent application and related activities, including those which lead to active licensed production, shall be paid from University funds. These costs shall be recovered before any division of patent or license revenue is made between the University and the employee.

(c) Private or Industrially Sponsored Efforts. Except in unusual cases, Inventions developed in the course of privately or industrially sponsored research are the property of the University. The sponsor may be accorded the first option to negotiate an exclusive license, in which case the term of exclusivity and the compensation shall be negotiated at the time the Invention is made or under the provisions of the University's policy on copyrights and patents. If the sponsor exercises this option, the University retains royalty-free license rights to use the Invention or discovery for its own purposes.

(d) Outside Activity. An employee may, in accordance with Article 19, Conflict of Interest or Commitment and Outside Activity, engage in outside activity, including employment pursuant to a consulting agreement. All Inventions arising from authorized Outside Activity and outside of the field or discipline of the employee are the property of the employee, subject to the following conditions:

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(1) Any requirement that an employee waive the University's rights to any Inventions that arise during the course of such outside activity shall not be entered into unless specifically approved by the president or president's representative, in writing, prior to the start of such outside activity.

(2) An employee who proposes to engage in an outside activity where the employee may be asked to waive the University's rights shall furnish a copy of this Article and the University's Patents, Trademarks, and Trade Secret Regulation to the outside employer prior to the time a consulting or other agreement is signed or, if there is no written agreement, before the outside activity/employment begins. Employees are not authorized to waive University rights, and any such waiver is deemed rejected unless specifically accepted by the Vice President of Research and Commercialization or designee.

(3) Undisclosed Outside Activity is considered unauthorized.

a. Any Invention arising from undisclosed Outside Activity must be disclosed to the Vice President of Research & Commercialization (see 18.4(e)). If the employee claims the Invention resulted from Independent Inventive Effort(s), then as part of the disclosure, the employee shall provide sufficient documentation to substantiate the claim.

b. Upon receipt of written notice from the Vice President of Research & Commercialization confirming the University's decision not to assert a University interest in an Invention resulting from unauthorized Outside Activity, the employee shall have the right to determine the disposition of such Invention. However, the employee and the Vice President of Research & Commercialization may agree that a patent for such Invention will be pursued by the University; in that event, the employee and University shall share in the proceeds of any Invention as provided by this Article any applicable University policies or procedures, including applicable University of Central Florida Research Foundation ("UCFRF") Guidelines and Procedures for Distribution of Funds or in such other manner as the employee and the Vice President of Research & Commercialization may agree.

(e) Disclosure/University Review. Employees are required to disclose all Inventions owned by the University and all Inventions resulting from any Outside Activity within the field or discipline of the inventing employee. It is the policy of the University that, in general, research results should be publishable; publication of such results in appropriate venues is encouraged. However, if the publication of research results may reveal an Invention in which the University has an interest, employees should seek advice on how and when to publish the results in order that potential patent rights for the Invention are not compromised. That is, upon the making of an Invention and prior to any publication or public disclosure, employees shall promptly and fully disclose to the Vice President of Research & Commercialization any Invention described in 18.4(b). Any delay in publication resulting from seeking such advice shall be minimized, but in any event shall not exceed 120 days from the date of presentation of the proposed publication.

(1) The disclosure shall be made on the forms and according to procedures prescribed by the Vice President of Research & Commercialization. At a minimum the disclosure shall: (1) identify each employee, (2) provide a brief description of the Invention, and (3) identify and summarize the research project including the participants and applicable funding sources

(2) The Vice President for Research & Commercialization shall conduct an investigation to assess the patentability and marketability, as well as the respective equities of the employee and the University in the Invention, and to determine the extent to which the University should be involved in its protection, development, and promotion.

(3) The Vice President for Research and Commercialization shall inform the employee of the University's decision regarding the University's interest in the Invention within a reasonable time, not to exceed 120 days from the date of the disclosure.

(4) In the event the University elects to obtain a Patent, register a Trademark or a Copyright, or to formally define a Trade Secret to protect the University's rights in the Invention, employees will execute any and all necessary documents to affirm, publicly formalize, and record the transfer of all rights to the University or to UCFRF. UCFRF is required to comply with the same policies and procedures regarding allocation of proceeds/royalties as the University.

(5) In the event the University asserts its rights in the Invention, all costs and expense of patenting, developing, and marketing the Invention and related activities, including those which may lead to active licensing of the Invention, shall be paid by the University.

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(6) The division, between the University and the employee, of proceeds generated by the licensing or assignment of an Invention shall be negotiated and reflected in a written contract between the University and the employee and/or as set forth in the University's policy on copyrights and patents, including the applicable UCFRF Guidelines. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors. ~~Faculty members who have a significant role or equity position in companies that license university intellectual property waive their University distribution.~~

(7) The employee shall not commit any act that would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

(f) Release of Rights.

(1) In the event a sponsored research contractor has been offered the option to apply for the patent to an Invention or other rights in an Invention, the University will obtain the contractor's decision regarding the exercise of such rights within 120 days, or within the time provided in the sponsored research agreement.

(2) Prior to making a patent application, at any stage of the patent process, or in the commercial application of an Invention, if the University has not otherwise assigned to a third party the right to pursue its interests, the president or president's representative may elect to waive the University's rights to the patent, or withdraw from further involvement in the protection or commercial application of the Invention. At the request of the employee in such case, the University shall transfer the Invention rights to the employee. The Invention shall be the employee's property and any costs already incurred by the University or on its behalf shall not be assessed against the employee.

(3) All assignments or releases of Inventions, including patent rights, by the president or president's representative to the employee shall contain the provision that such Invention, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida and research or instructional purposes of the University, unless otherwise agreed in writing by the University.

(g) University Policy.

(1) The University shall have a policy addressing the division of proceeds between the employee and the University.

(2) Such policy may be the subject of consultation meetings pursuant to Article 2.

ARTICLE 19

CONFLICT OF INTEREST OR COMMITMENT/OUTSIDE ACTIVITY

19.1 Policy.

(a) The University and UFF recognize that outside employment, consulting, and similar activities may further the dissemination and use of employee knowledge and expertise and also advance the professional competence and reputation of employees. Employees may participate in outside activities and hold financial interests in accordance with the provisions of this Article.

(b) An employee 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 regulations.

(c) Nothing in this Article is intended to discourage an employee from engaging in outside activity in order to increase the employee's professional reputation, service to the community, or income, subject to the conditions stated herein.

19.2 Definitions.

(a) "Outside Activity" shall mean any private practice, private consulting, additional teaching or research, or other personal commitment, e.g., service on a Board of Directors, participation in a civic or charitable organization, political activity, etc., whether compensated or uncompensated, that is not part of the employee's assigned duties and for which the University provides no compensation.

(b) "Conflict of Interest" shall mean:

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(1) any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, or the State of Florida, including conflicts of interest specified under Florida Statutes; or

(2) any activity that interferes with the full performance of the employee's professional or institutional responsibilities or obligations.

(c) "Conflict of Commitment" shall mean:

(1) outside activities that involve frequent or prolonged absences from the University on non-University business; or

(2) outside activities that engage a substantial portion of the time an employee is expected to spend on assigned duties or University-related activities.

19.3 Conflicts of Interest/Commitment Prohibited. Conflicts of interest and commitment, including those arising from University or outside activities, are prohibited. Employees are responsible for resolving such conflicts of interest or commitment, working in conjunction with their supervisors and other University officials.

19.4 Report of Outside Activity/Financial Interest.

(a) An employee who proposes to engage in outside activity, including but not limited to one that could reasonably be concluded to create a conflict of interest or commitment, or proposes to hold a financial interest that may create a conflict of interest, shall report ~~on a form provided by the University to the employee's supervisor~~ the details of such proposed activity or financial interest ~~prior to on the Potential Outside Activity, Employment, and Conflict of Interest and Commitment Disclosure form before~~ engaging therein. Employment at other institutions of higher learning can create a conflict of interest or commitment. ~~If the employee participates in more than one outside activity or holds more than one financial interest, separate forms for the various activities and interests should be completed.~~

(b) The report as described in paragraph 19.4(a) shall include as applicable the following information:

(1) name of the employing or contracting entity, or name of the entity in which the financial interest is held, and nature of its business;

(2) involvement of students and other employees in the activity, employing entity, or entity in which the financial interest is held, if that involvement is known to the employee making the disclosure;

(3) nature of the activity or financial interest (e.g., description of equity interest or intellectual property), including time spent if an activity is involved (e.g., instructional hours, estimated hours per week of travel time);

(4) source and type of compensation, and in the case of legal representation or service as an expert witness, all parties to the matter must be identified; and

(5) any conditions of the activity that involve waiving or impairing the employee's or the University's right to intellectual property.

(c) A new report shall be submitted annually or when an outside activity begins, substantially changes (e.g., expansion of outside activity, new source of funding) or has not been previously reported.

(d) The reporting provisions of this Section shall not apply to activities performed wholly during a period in which the employee has no appointment with the University. However, the employee should still be aware of the conflict of interest considerations that may arise from such activities.

19.5 Expedited Grievance Procedure.

(a) A grievance alleging a violation of Article 19 shall be heard at Step 1 by the University's representative no more than seven days after it has been filed. The University's representative shall issue a Step 1 decision no more than seven days after the Step 1 meeting.

(b) A request for review of the Step 1 decision shall be filed using Appendix "D" no more than seven days following receipt of the Step 1 decision. The Step 2 meeting shall be held no more than 7 days after receipt of Appendix "D" and the Step 2 decision shall be issued no more than 7 days after the meeting.

(c) A request for arbitration using Appendix "E" shall be filed within fourteen days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen days following the receipt of Appendix "E". The arbitrator shall issue a memorandum of decision within 7 days following the

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conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.8(f)(5).

~~(a) In the event the proposed outside activity is determined to constitute a conflict of interest or commitment, and the employee disagrees with that determination, the employee may file a grievance under the expedited grievance procedure contained in Article 20.~~

(b)(d) The employee may engage in such outside activity pending a resolution of the matter pursuant to Section 19.5(a) but does so at the risk of violating statutes or regulations.

(ee) If the resolution of the matter is that there is a conflict of interest or commitment, the employee shall cease such activity immediately and may be required to turn over to the University all or part of compensation earned therefrom.

19.6 Use of University Resources. An employee engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the president or president's representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

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

ARTICLE 20

GRIEVANCE PROCEDURE AND ARBITRATION

20.1 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 communications between administrators and employees 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 shall be the sole and exclusive method for resolving ~~the~~ grievances of employees as defined herein.

20.2 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. 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. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the ~~president's~~ University representative's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

20.3 Definitions and Forms. As used herein:

(a) the term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning the interpretation or application of a specific term or ~~provision~~ Article(s) and section(s) of this Agreement, subject to those exclusions appearing in other Articles of this Agreement. A Step 1 Grievance is a

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grievance alleging that one or more violations of this Agreement have occurred at, or within, a college level unit. A Step 2 Grievance is a grievance that has either

(1) continued from the Step 1 college or unit level to the University level or

(2) ~~been~~ filed alleging that one or more violations of the Agreement have occurred at the University level.

(b) the term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement ~~which that~~ confers rights upon the employee(s) or the UFF. The UFF may file a grievance:

(1) in a dispute over a provision of this Agreement ~~which that~~ confers rights upon the UFF. A grievance filed by the UFF on behalf of the UFF shall be initiated at Step 2; or

(2) on behalf of the bargaining unit, a group of employees, or an individual employee, provided any group is identified with sufficient specificity to enable the University to identify its members.

(c) Consolidation. 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" 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 Appendix "C," "D," or "E," respectively, and shall be signed by the grievant. All grievance forms shall be dated when the grievance is received. If there is difficulty in meeting any time limit, the grievance representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. The aforementioned grievance forms, as well as Appendix "H," may be filed by means of fax, United States mail, or any other recognized means of delivery.

(e) Remedy. A grievance shall specify the remedy sought by the grievant.

20.4 Burden of Proof. ~~In all~~ For each violation alleged in a grievance filing except disciplinary grievances in accordance with an alleged violation of the Discipline Article 16; regarding Disciplinary Action and Job Abandonment, the burden of proof duty of proving or disproving the fact or facts in dispute between the parties at the grievance proceeding(s) shall be on the employee. ~~In~~ For disciplinary grievances violations, the burden of proving the fact or facts at the grievance proceeding(s) shall be on the University.

20.5 Representation. The UFF shall have the exclusive right to represent any employee in a grievance filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present at all meetings called with the grievant or grievance representative for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

20.6 Grievance Representatives. The UFF shall, on or before September 1 of each year, furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to ~~the~~ their assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the ~~president or president's~~ University's representatives necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

20.7 Appearances.

(a) When an employee participates during working hours in an arbitration proceeding or in a grievance meeting between the grievant or representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities.

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(b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

20.8 Formal Grievance Procedure.**(a) Filing.**

(1) Step 1 and Step 2 grievances shall be filed in Academic Affairs within thirty ~~(30)~~ days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. Thirty days shall be determined by the date stamped on the completed grievance form filed in Academic Affairs, or by the date of mailing as determined by the postmark. 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. Additional amendments to the grievance may be permitted by mutual agreement of the parties.

(2) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of this Article 20. An act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full ~~pay~~ period in which the annual salary increases referenced in the Salary Article 23 are reflected.

(3) 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. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.

(b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University and the UFF. Upon 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. 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 shall be deemed to have been resolved by the decision at the prior step.

(c) Postponement.

(1) The grievant may, in the written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty ~~(30)~~ days, during which ~~period~~ efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance. Upon request, the ~~president or president's university's~~ representative shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the ~~president or president's university's~~ representative that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

(2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in ~~Section 20.15~~ the Article regarding Conflict of Interest/Commitment, the postponement period shall be no more than seven ~~(7)~~ days unless the employee and the university agree otherwise.

(d) Step 1.

(1) Meeting. The ~~president or president's University's~~ representative and the grievant and the grievance representative shall meet no sooner than seven ~~(7)~~ and no later than fifteen ~~(15)~~ days following ~~a receipt of:~~

a. the grievance if no postponement is requested, or

b. ~~receipt of~~ written notice ~~that the grievant wishes~~ to proceed with the Step 1 meeting.

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At the Step 1 meeting, the grievant shall 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 20.5~~), and the ~~president or president's University's~~ representative, shall discuss the grievance.

(2) Decision. The ~~president or president's University's~~ representative shall issue a written decision, stating the reasons therefore, to grievant's Step 1 representative within thirty ~~(30)~~ days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the local UFF Chapter if grievant elected self-representation or representation by legal counsel.

(3) Documents. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any reasonably identifiable documents relevant to the grievance.

(e) Step 2

(1) Filing.

a. Continuation of Step 1 Grievance. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request with Academic Affairs for review of the Step 1 decision by the ~~president or president's University's~~ representative. The grievant must make this request within thirty ~~(30)~~ days following receipt of the Step 1 decision by the grievant's Step 1 representative. Thirty days shall be determined by the date stamped on the notice by Academic Affairs when the request is received in that office or by the date of mailing as determined by the postmark.

b. Step 2 Grievance Alleging Violation(s) of the Agreement at the University Level. A grievance may be filed at Step 2 if it alleges that one or more violations have occurred at the University level.

(2) Meeting. ~~The president or president's University's~~ The University's representative and the grievant and the grievant's representative shall meet no sooner than seven ~~(7)~~ and no later than fifteen ~~(15)~~ days following receipt of:

a. ~~receipt of~~ the grievance if no postponement is requested or

b. ~~receipt of~~ written notice that the grievant wishes to proceed with the Step 2 meeting.

At the Step 2 meeting the grievant shall have the right to present 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 20.5~~) and the ~~president or president's University's~~ representative, shall discuss the grievance.

(3) Decision. The ~~president or president's University's~~ representative shall issue a written decision, stating the reasons therefore, to the grievant and grievant's Step 2 representative within thirty ~~(30)~~ days following the conclusion of the review meeting. Thirty days shall be determined by a receipt executed by Academic Affairs, or by the date of mailing as determined by the postmark. 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's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF grievance chair if the grievant elected self-representation or representation by legal counsel.

(f) Step 3 Arbitration.

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with Academic Affairs within thirty ~~(30)~~ days after receipt of the Step 2 decision by grievant and grievant's Step 2 representative (if the grievant is represented by the UFF, the decision will be sent to the UFF grievance representative) and shall be signed by the grievant and the statewide UFF President ~~of UFF~~, Director of Arbitrations or designee. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the

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statewide UFF President ~~or~~, Director of Arbitrations or designee at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f)(4).

(2) Selection of Arbitrator. Representatives of the University and the UFF shall meet within ninety ~~(90)~~ days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of ten ~~(10)~~ or more members. Within fourteen ~~(14)~~ days after receipt of a notice of intent to arbitrate, representatives of the University and the UFF shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within sixty ~~(60)~~ days following the selection of the arbitrator, if practicable.

(3) Authority of the Arbitrator.

a. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

b. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered 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 employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

c. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of an arbitrator, the ~~president or president's~~University's representative may reassign the employee during such reappointment.

(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten ~~(10)~~ days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) ~~in accordance with the provisions of Section 20.8(f)(2-)).~~

(5) Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-five ~~(25)~~ days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five ~~(45)~~ days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

(6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University, the UFF, and the grievant, provided that either party may 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 Section 682.13, Florida Statutes.

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

(8) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings.

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall 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.

20.9 Filings and Notification. 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 fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Refusal to accept delivery to the address indicated in the university's records will be deemed as delivered. Receipt by UFF Representative shall constitute receipt only when the UFF represents the employee. Step 1 and Step 2 decisions shall be transmitted to the grievance representative ~~-(s)~~ by personal delivery with written documentation of receipt or by certified mail, return receipt requested. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 17.5 in the Leaves Article), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the ~~president of~~ University's representative and the UFF acting through its local President or representative.

20.11 Processing.

(a) The filing or pendency of any grievance or arbitration proceedings under this Article shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall 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. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

(b) The ~~president, or president's~~ University's representative, may refuse consideration of a grievance not filed or processed in accordance with this Article.

20.12 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 by reason of such participation.

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

20.14 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 shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

~~**20.15 Expedited Grievance Procedure for Conflict of Interest (Section 19.5).**~~

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~~(a) A grievance alleging a violation of Article 19 shall be heard at Step 1 by the president or president's representative no more than seven (7) days after it has been filed. The president or representative shall issue a Step 1 decision no more than 7 days after the Step 1 meeting.~~

~~(b) A request for review of the Step 1 decision shall be filed using Appendix "D," no more than seven (7) days following the receipt of the Step 1 decision. The Step 2 meeting shall be held no more than 7 days after the receipt of Appendix "D", and the Step 2 decision shall be issued no more than 7 days after the meeting.~~

~~(c) A request for arbitration using Appendix "E" shall be filed within fourteen (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the Appendix "E". The arbitrator shall issue a memorandum of decision within 7 days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.8(f)(5).~~

~~(d) The parties shall establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with this Section.~~

~~(e) All other provisions of Article 20 shall apply to these grievances, except as noted above.~~

ARTICLE 21

OTHER EMPLOYEE RIGHTS

21.1 Professional Meetings. Employees should be encouraged to and may, with the approval of the supervisor, attend and/or make presentations at professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

21.2 Office Space. Each employee shall be provided with office space that may be on a shared basis when appropriate individual office space is unavailable. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, air conditioning/heating, office equipment commensurate with assigned responsibilities, and ready access to a telephone, computer and the Internet. When an employee reports in writing to his or her supervisor a condition which the employee feels represents the lack of one or more of the preceding provisions, the supervisor shall reply to the concern, in writing, within fourteen (14) days of receipt. Each employee shall, consistent with building security, have reasonable access to the employee'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. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least ~~one (1) month~~ 21 days prior to such change.

21.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, within fourteen (14) days of receipt, if the employee's concern is communicated in writing.

21.4 Limitation on Personal Liability.

(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the president's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer 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.

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No officer, employee, or agent of the state or any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage 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.

21.5 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.

21.6 Working Papers Rights. Consistent with law, the provisions of Article 18, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.7 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

21.8 Copies of the Agreement. The University shall provide the UFF with ~~500~~250 copies of the ratified Agreement, ~~shall provide a copy to each employee,~~ and shall provide a ~~copy~~link to the document to each ~~new~~existing employee ~~upon hiring,~~. In addition, the University shall ~~provide~~make available an electronic copy of the ratified Agreement and all Supplements to the UFF.

21.9 Instructions. The university shall provide instructions to employees regarding their responsibility for maintaining copies of emails in order to comply with the "Public Records Act," Chapter 119, Florida Statutes.

ARTICLE 22

SABBATICALS AND PROFESSIONAL DEVELOPMENT PROGRAMS

22.1 Sabbaticals.

(a) Policy. Sabbaticals are granted to increase an employee's value to the University through opportunities for research, writing, professional renewal, further education or other experiences of professional value. While such leaves may be provided in relation to an employee's years of service, they are not primarily a reward for service.

(b) Types of Sabbaticals.

(1) Type I Sabbaticals: Each year, each college shall make available at least one ~~(1)~~ [Type IA] sabbatical, either at full pay for one ~~(1)~~ semester or ~~none~~ [Type IB] at three-fourths pay for one ~~(1)~~ academic year, for each twenty ~~(20)~~ tenured and tenure-earning employees, subject to the conditions of this Article. Standard rounding techniques shall be used to determine the total number of Type I sabbaticals to be made available in each college. (e.g., a college with 29 tenured or tenure-earning employees shall make one ~~(1)~~ Type I sabbatical available. A college with 30 tenured or tenure-earning employees shall make two ~~(2)~~ Type I sabbaticals available.) Colleges with fewer than twenty ~~(20)~~ tenured and tenure-earning employees shall make available at least one such sabbatical every other year.

(2) Type II Sabbaticals: Each college shall make available to each employee whose application meets the policy requirements noted above, and whose application has been recommended by the college committee and granted by the dean, a sabbatical for two ~~(2)~~ semesters (i.e., one ~~(1)~~ academic year) at half pay, subject to the conditions of this Article.

(c) ~~Sabbatical Eligibility for Sabbaticals.~~

(1) Full-time ~~tenured~~ employees with at least six ~~(6)~~ years of full-time continuous service ~~with UCF at UCF who are tenured at the time of application~~ shall be eligible for sabbaticals.

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(2) No paid or unpaid family and medical, parental, administrative, military, or other authorized leave(s) ~~will~~shall be considered a break in continuous employment.

(3) An employee who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.

(4) Employees shall be notified annually regarding eligibility requirements and application deadlines.

(d) Sabbatical Availability & Eligibility of Employees Not in a College.

___(1) For the purposes of this Section-22.4, "college" shall also mean the group of tenured and tenure-earning employees whose primary assignments are in an institute, center, or other non-college unit.

___(2) These employees shall be grouped together for purposes of calculating the number of available sabbaticals and for purposes of ranking employees' applications. Sabbatical applications for these employees ~~will~~shall be reviewed and ranked by the University Research Council, whose rankings ~~will~~shall be finally reviewed by the ~~president or president's~~University's representative. In all other respects, the application and selection process for these employees shall follow the provisions of ~~Section 22.1(e); this Article.~~

(e) Application and Selection.

(1) Applications for sabbaticals shall be submitted in accordance with college procedures.

(2) Each application shall include a two-page statement describing the program and activities to be followed while on sabbatical; the expected increase in value of the employee to the University, the college and the employee'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 Section 22.1(f).~~

(3) The employee's immediate supervisor, e.g., the chair, shall be given a copy of the application by the applicant when it is submitted for review by the college committee.

(4) A college committee shall be elected by and from the tenured unit employees. The committee shall equitably represent the departments or units of eligible employees.

(5) Employees who indicate they plan to apply for the leave are not eligible to serve on the committee.

(6) A committee chairperson shall be elected by and from the college sabbatical committee.

(7) The college committee shall review sabbatical applications ~~and~~. Any applications that are deemed worthy of a sabbatical shall ~~submit~~abe ranked ~~list of recommended employees and submitted~~ to the dean or dean's representative.

(8) In ranking the ~~applicants~~applications worthy of a sabbatical, committee members shall consider the merits of the proposal and the benefits of the proposed program to the employee, the University, the college and the profession; and the length of service since previous sabbatical. Committee members shall not disadvantage an applicant due to his/her academic discipline.

(9) Absent a legitimate business reason other than staffing or fiscal considerations, the dean or dean's representative shall make sabbatical appointments from the list and consult with the committee prior to an appointment that does not follow the committee's list. In the event that the dean or dean's representative decides not to make a sabbatical appointment to an employee on the list, he or she shall consult with the affected employee. If staffing or fiscal considerations preclude a sabbatical from being granted, the employee shall be provided the sabbatical the following year, or at a later time as agreed to by the employee and the college. The period of postponement shall be credited for eligibility for a subsequent sabbatical.

(10) In the event of an exceptional opportunity for an employee to participate in a prestigious academic award/activity for which deadlines prevent application during the normal application process, the dean may award a sabbatical outside of the above defined process. All employee eligibility requirements must be met and all sabbatical terms defined below apply.

(f) Terms of Sabbatical Program.

(1) The employee must return to the University for at least one ~~(1)~~ academic year following participation in the program. If the employee fails to return to the University for at least two consecutive semesters (excluding summer) following participation in the program, ~~or makes little to no effort to complete the project described in the application,~~ all salary and fringe benefits received during his/her

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participation in the program must be repaid to the University within 30 days of resignation or job abandonment. If the employee makes little to no effort to complete the project described in the application, the employee shall receive an "Unsatisfactory" overall annual evaluation and will be ineligible to apply for a sabbatical for ten years.

(2) Within thirty ~~(30)~~ days after the beginning of the spring semester (for a fall-only sabbatical) or when annual reports are due (for a spring-only or fall/spring sabbatical), the employee must provide a brief written report to the college dean's office and his or her department or unit that relates accomplishments during the sabbatical to the proposal submitted for that leave.

(3) Annual evaluations shall be conducted for employees who have been granted sabbaticals. Evaluation of the sabbatical shall be based not on the ~~department's~~department or unit's Annual Evaluation Standards & Procedures, rather on accomplishments made in light of the sabbatical proposal and ensuing circumstances. The overall evaluation shall be weighted between time on and not on sabbatical.

(4) Employees shall be eligible to apply for another sabbatical after six ~~(6)~~ years of continuous service at UCF are completed following the end date of the previous sabbatical.

(5) University contributions normally made to retirement and Social Security programs shall be continued during the sabbatical leave on a basis proportional to the salary received.

(6) University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.

(7) Eligible employees on sabbatical shall continue to accrue ~~annual and sick~~ leave on a full-time basis ~~during the sabbatical leave~~.

(8) While on leave, an employee shall be permitted to receive funds for travel and living expenses, 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 shall not result in reduction of the employee's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary may be reduced by the amount necessary to bring the total income of the sabbatical period to a level equal to the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 19 the Conflict of Interest or Commitment/Outside Activity Article.

22.2 Professional Development Leave.

(a) Policy. Professional development leaves are granted to increase an employee's value to the University through opportunities for research, writing, professional renewal, further education, or other experiences of professional value. While such leaves may be provided in relation to an employee's years of service, they are not primarily a reward for service.

(b) Types of Professional Development Leave. Each year, the University will make available at least one ~~(1)~~ professional development leave either at full pay for one ~~(1)~~ semester or term or at three-fourths pay for one ~~(1)~~ academic year, for each thirty ~~(30)~~ employees who are not tenured or tenure-earning, subject to the conditions set forth below.

(c) Eligibility for Professional Development Leave.

(1) Employees with six ~~(6)~~ or more years of full-time, continuous service with UCF shall be eligible for professional development leaves, except those employees who are serving in tenure-earning or tenured positions.

(2) No paid or unpaid family and medical, parental, administrative, military, or other authorized leave(s) will~~shall~~ be considered a break in continuous employment.

(3) An employee who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the employee meets all other eligibility requirements.

(4) Eligible employees shall be notified annually regarding eligibility requirements and application deadlines.

(d) Application and Selection.

(1) Application for professional development leave shall contain an appropriate outline of the project or work to be accomplished during the leave.

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(2) Each application shall include a two-page statement describing the program and activities to be followed while on professional development leave; the expected increase in value of the employee to the University and unit; specific results anticipated from the leave; any anticipated supplementary income; and a statement that the applicant agrees to comply with the conditions of the professional development leave program ~~as described in Section 22.2(e).~~

(3) The employee's immediate supervisor and his or her dean, director, or unit head shall be given a copy of the application when it is submitted for review by the University Professional Development Leaves committee.

(4) A University Professional Development Leaves committee of at least five ~~(5)~~ members shall be elected by and from the employees eligible for professional development leave.

(5) Employees who indicate they plan to apply for the leave are not eligible to serve on the committee.

(6) A committee chairperson shall be elected by and from the University Professional Development Leaves committee.

(7) The University committee shall review professional development leave applications and shall submit a ranked list of recommended employees to the ~~president or president's~~ University's representative.

(8) In ranking the applicants, committee members shall consider the merits of the proposal; the benefits of the proposed program to the employee, the University, the college/unit, and the job function of which the employee is a part; and length of service since previous professional development leave. Committee members shall not disadvantage an applicant due to the academic discipline, function, or profession of the applicant.

(9) Absent a legitimate business reason other than staffing or fiscal considerations, the ~~president or president's~~ University's representative shall make professional development leave appointments from the list and consult with the committee prior to an appointment that does not follow the committee's list. In the event that the ~~president or president's~~ University's representative decides not to ~~make an appointment~~ offer a professional development leave appointment to an employee on the list, he or she shall consult with the affected employee.

(10) No more than one ~~(1)~~ employee for each fifteen ~~(15)~~ employees in each department or unit need be granted professional development leave for the same semester.

(11) Leaves shall be granted contingent upon the availability of staff and unit funds. If staffing or fiscal considerations preclude a professional development leave from being granted, the employee shall be provided the professional development leave the following year, or at a later time as agreed to by the employee and the college/unit. The period of postponement shall be credited for eligibility for a subsequent professional development leave.

(e) Terms of Professional Development Leave.

(1) The employee must return to University employment for at least one ~~(1)~~ academic year following the conclusion of such leave.

(2) An employee who fails to return to the University for at least one year following professional development leave must return all salary and fringe benefits received during his/her professional development leave to the University within 30 days of resignation or job abandonment.

(3) An employee who fails to spend the time as stated in the application shall reimburse the University for all salary and fringe benefits received during such leave within 30 days following the scheduled completion of the leave.

(4) Within thirty ~~(30)~~ days after the beginning of the spring semester (for a fall-only professional development leave) or when annual reports are due (for a spring-only or fall/spring professional development leave), the employee must provide a brief written report to his or her department or unit that relates accomplishments during the professional development leave to the proposal submitted for that leave.

(5) Annual evaluations shall be conducted for employees who have been granted professional development leaves. Evaluation of the professional development leave shall be based not on the unit Annual Evaluation Standards & Procedures, rather on accomplishments made in light of the professional development leave proposal and ensuing circumstances. The overall evaluation shall be weighted between time on and not on professional development leave.

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(6) Employees shall be eligible to apply for another professional development leave after six ~~(6)~~ years of continuous service at UCF are completed following the end date of the previous professional development leave.

(7) University contributions normally made to retirement and Social Security programs shall be continued during the professional development leave on a basis proportional to the salary received.

(8) University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the professional development leave.

(9) Eligible employees on a professional development leave shall continue to accrue ~~annual and sick~~ leave on a full-time basis ~~during the professional development leave~~.

(10) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other 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 shall not result in reduction of the employee's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary may be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of ~~Article 19~~ the Conflict of Interest or Commitment/Outside Activity Article.

22.3 Other Study Leave.

(a) Job-Required. An employee required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.

(b) Job-Related. An employee shall be permitted to attend up to six ~~(6)~~ credits of course work per semester during work, provided that the:

(1) ~~The~~ course work is directly related to the employee'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 employee is a part; and

(4) ~~The~~ employee's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period.

~~22.4(c)~~ Retraining. The University may, at its discretion, provide opportunities for retraining of employees when it is in the University's best interests. Such opportunities may be provided to employees who are reassigned ~~or laid off~~, have received notice of layoff, or in other appropriate circumstances. ~~These retraining opportunities may include enrollment in tuition free courses under the provisions of Article 24 and Sabbaticals or Professional Development Leaves under this Article.~~

ARTICLE 23 ~~[2017-2018]~~

SALARIES

23.1 Promotion Increases.

(a) Promotion salary increases shall be granted on August 8 following that promotion in an amount equal to 9.0% of the employee's salary as of August 7 in recognition of promotion to one of the ~~ranks listed below~~:

~~(1) To Assistant in _____, and Assistant University Librarian;~~

~~(2) To following ranks: Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in _____, Associate Instructional Designer, and Associate University Librarian;~~

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(b) Following ratification of this document, future promotion salary increases shall be granted on August 8 following that promotion in an amount equal to 10.0% of the employee's salary as of August 7 in recognition of promotion to one of the following ranks listed below:

~~(1) To:~~ Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, University Librarian, and Senior Instructional Designer.

23.2 Legislatively Mandated Increases.

~~(a)~~ Any legislatively mandated increases shall be implemented as soon as practicable.

23.3 Other Increases.

(a) Across-the Board Salary Increases. Effective ~~March~~August 23, ~~2018, 2019~~ for the ~~2017-2018~~2018-2019 (distributed on pay date 9/13/2019) year, each eligible employee shall receive a two ~~and one quarter~~ percent (2.25%) increase to the employee's base salary. This increase will be calculated using the employee's salary as of ~~March~~August 23, ~~2018~~2019. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with the University prior to ~~May 7, 2017~~January 11, 2019; and the employee remains in a continual employment relationship at the date of implementation. Employees employed in ~~2016-17~~2017-18 that meet the above qualifications and were not evaluated shall be provided with an evaluation for the period and shall be eligible for the increase.

(b) One-time payment. In addition to the across-the board increases taking effect on ~~March 23, 2018~~May 10, 2019, (distributed on pay date 5/10/2019), all employees eligible for that increase shall receive a one-time payment of ~~\$1500 on March 16, 2018~~2,250.00.

~~(c) Across-the Board Merit Salary Increases. No merit salary increases will be distributed this cycle.~~

~~(d) Equity Salary Increases. Effective ~~March 23, 2018~~September 20, 2019 for the ~~2017-2018~~ year, the University shall provide a one-time equity salary increase to all regular, clinical, research, and non-visiting E&G funded employees as follows. Equity increases shall be ~~2019-2020~~ (distributed equal to the difference between on pay date 10/11/2019) year, each eligible employee shall receive a one and a quarter percent (1.25%) increase to the employee's base salary. This increase will be calculated using the employee's ~~August 11, 2017~~ salary as of September 20, 2019. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with the University prior to May 7, 2019; and the thresholds below. ~~The increase shall be available to employees who were in an employment relationship (not OPS) with the University prior to May 7, 2017; who remain~~ employee remains in an in-unita continual employment relationship at the date of implementation, ~~and whose August 11, 2017 1.0 FTE base salary also meets one of the following. Employees employed in 2018-19 that meet the above qualifications:~~~~

~~(1) 9-month salary:~~

~~a. is less than \$45,000 and were not evaluated shall be provided with an evaluation for the period and who holds a Ph.D. or equivalent terminal degree in a field related to the employee's assignment shall be eligible for the increase.~~

~~b. is less than \$42,000 for all other employees.~~

~~(2) 12-month salary:~~

~~a. is less than \$60,000 and who holds a Ph.D. or equivalent terminal degree in a field related to the employee's assignment.~~

~~b. is less than \$56,000 for all other employees.~~

(d) Contingent Funding Availability for Across-the Board Salary Increase for 2019-2020. An additional ATB increase of one and a quarter percent (1.25%) to an employee's base salary for 2019-2020 shall be contingent upon the University's receiving sufficient new recurring legislative or performance funding to fund the salary increase for the 2019-2020 budget year. For base increases, the annual funding must be from new recurring funds able to be expended on faculty salaries in excess of the prior year's base funding. If insufficient funding is received, this section [Article 23.3d] shall become void and re-opened for negotiations by the parties on August 16, 2019. Should the funds meet the contingency language, effective September 20, 2019 for the 2019-2020 (distributed on pay date 10/11/2019) year, each eligible employee shall receive a one and a quarter percent (1.25%) increase to the employee's base salary. This

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increase will be calculated using the employee's salary as of September 20, 2019. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with the University prior to May 7, 2019; and the employee remains in a continual employment relationship at the date of implementation. Employees employed in 2017-18 that meet the above qualifications and were not evaluated shall be provided with an evaluation for the period and shall be eligible for the increase.

(e) Merit Salary Increases. No merit salary increases will be distributed this cycle.

23.4 Annual Incentive Award Programs. Incentive Award Programs recognize and promote employee excellence and productivity that respond to and support the mission of the University of Central Florida, including its strategic initiatives and five key goals. The provost or his or her designee shall give final approval for awards to successful faculty.

Each year, the University shall make available to eligible employees 115 Incentive Awards. The awards shall be distributed to awardees in the next award cycle after ratification of this document as set forth ~~in Paragraphs (a) through (f)~~ below. Regardless of contract length (9 months through 12 months), award recipients shall receive a one-time award of \$5,000 as soon as practicable and a \$5,000 increase to their salary effective at the beginning of the succeeding academic year. Employees on visiting and other temporary appointments are not eligible for incentive awards. Employees on non-E&G funding will be eligible for the increase depending on availability of funds. All full-time employees in the appropriate discipline with at least four years of continuous, non-OPS service at UCF immediately prior to the current year are eligible.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. Each academic year the University shall make available up to fifty-five UCF-TIP awards to eligible employees. The UCF-TIP award recognizes employee contributions to UCF's key goals of offering the best undergraduate education available in Florida and achieving international prominence in key programs of graduate study. Employees applying for TIPs must meet current productivity criteria.

(b) UCF-Research Incentive Award Program. The UCF-Research Incentive Award ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field, including interdisciplinary research and collaborations. Each academic year the University shall make available up to fifty-five UCF-RIA awards to eligible employees. The UCF-RIA award recognizes employee contributions to UCF's key goal of achieving international prominence in research and creative activities.

(c) Scholarship of Teaching and Learning Awards (SoTLs). SoTLs recognize discovery, reflection, and using evidence-based methods to research effective teaching and student learning. While the implementation of SoTL outcomes may result in teaching excellence and increased teaching effectiveness, this award recognizes scholarly efforts beyond teaching excellence. ~~Beginning academic year 2017-18, the~~ The University shall make available up to five SoTL awards.

(d) ~~Applications for Incentive Awards. Applications shall be completed on-line. These awards~~ awards shall be made according to the criteria or procedures listed on the Faculty Excellence website. ~~A committee will be formed in May 2018 to review and approve relevant criteria and procedures on the Faculty Excellence website for accuracy and compliance with the CBA. The University and the UFF shall have equal representation on this committee, which shall conclude their work no later than August 31, 2018.~~

(e) Incentive Award Selection.

(1) TIPs/RIAs. College or unit committees for the TIP and RIA award programs shall be elected by and from the unit employees. The committees shall equitably represent the departments or units within them. Employees who plan to apply in the current cycle for a particular award ~~in the current or immediately following cycle~~ shall not be eligible to serve on the committee. A committee chairperson for each incentive award program shall be elected by and from the college/unit committee. The chairperson shall charge the committee that members shall only consider the merits of the application. No additional outside information or discussion of position, e.g., instructor vs. tenure track employee, past awards, current salary, etc., may be considered, nor may additional criteria be used. The committee shall review

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the award applications and shall submit a ranked list of recommended employees to the dean or dean's representative. In ranking the applicants, committee members shall only consider the merits of the application. ~~The committee shall not impose any numerical criteria or weightings during the ranking process, and for completed applications, departures from the application specifications may impact but shall not disqualify an application.~~

a. Each committee member shall review all applications and transmit a preliminary ranking to the committee chair. Committee members may rank as many applicants as they deem merit the award, with the highest rank given to the top candidate (i.e., the highest rank equals the number of applicants, N), the next highest rank being N-1, and so on. Applications that are not deemed acceptable for an award by a committee member shall be left unranked. in that committee member's rankings.

b. In larger colleges or units, subcommittees may be formed from the committee at-large in the interest of efficient evaluation of the incentive award applications. Each subcommittee must include at least three members, and every member of the committee at-large must serve on a subcommittee. The applications to be reviewed shall be equitably partitioned among the subcommittees. The subcommittees shall follow the ranking procedure outlined above to determine which applications they recommend to the committee at-large. Then the committee at-large shall be convened to review the applications recommended by the subcommittees. ~~The members of the committee at-large shall discuss the subcommittee recommendations and, finally, use the ranking procedure described above to rank the applications recommended by the subcommittees. In the event of ties, the ties shall be broken as described below.~~

c. The committee chair shall convene the committee (at-large) and review their initial rankings. Discussion shall be limited to information contained in the application and may focus on applicants with a large variance in rankings, to try to identify the cause of and reduce disparate rankings-few or dispersed rankings.

d. Following this discussion, the committee shall use a secret ballot to rank candidates using the procedure stated outlined in (a) above ~~in this section.~~

e. A majority of voting committee members present must rank an applicant for that employee to be eligible for an incentive award.

f. The applicant with the highest mean scorerank (i.e., the sum of the applicant's rankings divided by the number of committee members present) shall have the highest priority for an incentive award, the applicant with the next highest mean scorerank the next highest priority, and so on, until all applicants who received rankings by a majority of votescommittee members present are ranked in order.

g. In the case of a tie vote that must be resolved to allocate T tied rank for the final available awards, ~~the committee shall vote on just the tied candidates award, the procedure outlined in (a) above, with T being the highest possible rank, shall be used to break the ties.~~ The candidate with the most votesranking process outlined in (a) above shall be ranked ahead of those with fewer votes. Voting shall continue using this procedure used as many times in succession as necessary until all such ties are resolved and a final ranked list is complete.

h. The committee chair shall transmit this ranked list to the dean or dean's representative, or unit head who reviews and approves the awards. If the selection committee awards fewer than the number of awards available or if the dean or unit head does not approve an award from the list submitted by the selection committee, then the award(s) shall be retained in the same college or unit for one additional cycle before it is returned to the overall pool for apportionment.

i. For purposes of TIP/RIA selection as stated above, "college" shall also include the group of employees whose primary assignment is in the College of Undergraduate Studies, the College of Graduate Studies, an institute or center. These employees shall be grouped together for purposes of calculating the number of awards available for each award category. The college committee shall consist of a member from each of the units represented.

23.5 Excellence Awards. The University shall implement the merit-based bonuses set forth below to recognize and promote employee excellence and productivity that respond to and support the mission of the University of Central Florida.

(a) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year appointment awarded to employees with an extraordinary record of accomplishment in the three primary areas of

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academic endeavor: teaching, research and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.

(1) Award recipients shall receive an annual budget of \$50,000 funded by the University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year ~~renewable~~-appointment.

(2) ~~Each~~ academic year, the University ~~shall~~may award ~~up to eight~~ Trustee Chair Professorships.

(3) The eligibility criteria for an applicant is holding the rank of tenured professor; the applicant must be recognized as a “foremost scholar” in his or her chosen area of expertise, meaning known as a preeminent scholar in his or her discipline; and have a positive impact to other scholars at UCF. Applications will be reviewed by a committee consisting of one Trustee Chair, one Pegasus Professor, the Chair of the Faculty Senate, and the Vice Provost for Faculty Excellence. An employee who holds the rank of full professor shall be appointed by the UCF-UFF Chapter President to serve as an ex officio member of the committee, and shall not have a voting role except in the case of breaking any tie votes. The President and Provost or designee will make the final appointment.

(b) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three primary areas of academic endeavor: teaching, research and service.

(1) Award recipients shall receive a one-time payment of \$5,000 ~~from Foundation funds~~ as well as a Pegasus statue.

(2) Each academic year, ~~the~~ University may award Pegasus Professor awards.

(3) The eligibility criteria ~~for an applicant~~ is having completed five years at the rank of tenured professor at UCF; having achieved excellence in teaching, research and/or creative activity; and demonstrable service and scope of national and international impact. The awards are ultimately determined by the President or designee.

(c) Excellence ~~Awards~~Awards. All full-time employees in the appropriate discipline with at least three years of continuous non-visiting, non-OPS service at UCF immediately prior to the current year are eligible. ~~Employees, except for employees~~ who have received a college or university excellence award in the past three academic years in the category for which they are applying ~~are not eligible~~. For some Excellence ~~awards~~awards, additional eligibility criteria are specified below. Award recipients shall receive a one-time payment of \$2,000. Each academic year, ~~the~~ University shall award Excellence in Undergraduate Teaching awards, one University Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching awards, one University Award for Excellence in Graduate Teaching, ~~two~~one University ~~Awards~~Award for Excellence in Faculty Academic Advising, ~~one University Award for Excellence in Professional Academic Advising~~, Excellence in Research awards, one University Distinguished Research award, ~~two~~one University ~~Awards~~Award for Excellence in Professional Service, one Excellence in Librarianship award, ~~one Excellence in English Language Institute Instruction~~ and one Excellence in Instructional Design award.

(1) Excellence in Undergraduate Teaching awards ~~the~~

a. ~~Eligibility~~. Employees must be assigned to teach at least two undergraduate courses in the current academic year and to have taught at least six undergraduate courses over the preceding three academic years.

b. ~~The~~ criteria for evaluation applicants' files shall include three major categories:

1. ~~Innovations~~ to improve undergraduate teaching;
2. ~~Undergraduate~~ teaching accomplishments/honors;
3. ~~Evidence~~ of impact on undergraduate teaching.

(2) Excellence in Graduate Teaching ~~Awards~~Awards.

a. ~~Eligibility~~. Employees must have contributed significantly to graduate education, including substantial teaching of graduate courses (including thesis and dissertation courses) over the current academic year and the three preceding academic years.

b. ~~The~~ criteria for evaluating applicants' files shall include three major categories:

1. ~~Innovations~~ to improve graduate teaching;
2. ~~Graduate~~ Teaching Accomplishments/honors;
3. ~~Evidence~~ of impact on graduate teaching.

(3) Excellence in Research ~~Awards~~Awards

a. ~~Eligibility~~. Employees must have an assignment of at least 0.10 FTE in research over each of the three immediately preceding years and the current year at UCF.

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- b.— The criteria for evaluating applicants' files shall include three major categories.
- 1.— cumulative value and impact of research efforts at UCF within the discipline and to society;
 - 2.— Recognition of research impact by the individual's peers in the same or in related disciplines;
 - 3.— Publication/dissemination and presentation of research results.
- (4) Excellence in Faculty Academic Advising.
- a.— Eligibility. All employees who currently advise and who have advised undergraduate students over the preceding three academic years are eligible.
 - b.— The criteria for evaluating applicants' files shall include three major categories:
 - 1.— Evidence of extra effort to improve advising;
 - 2.— Evidence that students have been sensitively and appropriately informed and guided concerning career choices and academic opportunities;
 - 3.— Evidence that the nominee serves as a role model in the pursuit of learning.
- (5) University Award for Excellence in Professional Academic Advising.
- a.— Eligibility. Employees who have a current full-time assignment and full-time experience for the preceding three years at UCF in an academic advising unit within a college, regional campus, institute, center or the Division of Student Development and Enrollment Services are eligible. Employees with regular teaching assignments are eligible for other advising awards and are not eligible for the Professional Academic Advising.
 - b.— The criteria for evaluating applicants' file shall include three major categories:
 - 1.— Evidence of success in retaining students;
 - 2.— Evidence of guiding students to timely completion of their degrees;
 - 3.— Creating a caring and supportive environment, and helping students realize their potential.
- (6) University **AwardsAwards** for Excellence in Professional Service.
- a.— Eligibility. Employees who are assigned an FTE of 0.10 for professional service duties over the current year and for each of the three preceding academic years are eligible.
 - b.— The criteria for evaluating applicants' files shall include three major categories:
 - 1.— Evidence of effectiveness in service to the university by highlighting leadership contributions;
 - 2.— Evidence of significant accomplishment in professional organizations in the nominee's discipline;
 - 3.— Evidence of recognition for outreach activities, service, and leadership contributions to community organizations.
- (7) Excellence in Librarianship.
- a.— Eligibility. Employees who have served at UCF as a librarian on a permanent line for the current year and at least the three years immediately preceding the current year are eligible.
 - b.— The criteria for evaluating applicant's files shall include two major categories:
 - 1.— Evidence of extra effort to improve library services and collections;
 - 2.— Evidence of a sustained period of excellence in the library profession.
- (8) Excellence in Instructional Design
- a.— Eligibility. Must be an instructional designer on a non-visiting, non-OPS 12-month contract at the time of nomination and over the three preceding academic years.
 - b.— The criteria for evaluating applicant's files shall include two major categories:
 - 1.— Innovative contributions to UCF and/or the ID field;
 - 2.— Evidence of outstanding effort to promote quality of online instruction and improve relationships with faculty members at UCF.
- (9) Excellence in English Language Institute Instruction.
- a.— Eligibility. Must have a full-time, non-visiting, non-OPS appointment at ELI for the current academic year and for the three preceding academic years.
 - b.— The criteria for evaluating applicant's files shall include three major categories:
 - 1.— Evidence of innovative contributions to UCF or the ELI field;
 - 2.— Evidence of extra effort to improve ELI success;

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3.— Evidence of a sustained period of excellence in ELL.

(10) Recommendations for these awards are made by various committees and are ultimately determined by the president or designee.

23.6 Salary Increases for Employees Funded by Contracts and Grants.

(a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General (E&G) funding, provided that such salary 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 are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the ~~president or president's~~ University's representative shall seek to have the contract or grant modified to permit or fund such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement if such increases are provided by the granting agency.

23.7 Administrative Discretion Increases. From ~~September 1, 2017~~ the date of ratification of this document, through August 31, ~~2018~~ 2021, the University may provide Administrative Discretion Increases up to one and one-half percent (1.5%) of the total salary rate of employees who were in an employment relationship with the University on May 7, ~~2017~~ 2018. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

(a) The University may provide Administrative Discretion Increases for verified written offers of outside employment, special achievements, merit, compression and inversion, equity and market equity considerations, and similar special situations to employees in the bargaining unit.

(b) Administrative Discretionary Increases for verified written offers of outside employment shall not contribute to the calculation of the salary rate.

(c) UFF Notification. At least 14 days prior to the effective date of any such increase, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase.

(d) The University's ability to provide Administrative Discretion Increases shall expire August 31, ~~2018~~ 2021, and shall not become part of the status quo.

23.8 Report to Employees. All employees shall receive notice of their salary increases prior to implementation.

23.9 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of salary, not Other Personal Services (OPS) wages.

(b) Duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS wages, not salary.

23.10 Twelve-Month Payment Option. The parties agree that a twelve-month payment option for 9-month employees shall be offered each year during an annual open enrollment period from April 1 to June 30. If chosen by the employee, this payment option shall become effective for one year starting with the first full pay period beginning after August 8. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five full bi-weekly paychecks received during the Summer. The University shall provide an online calculator to assist the employee in determining a savings amount and fixed reduction amount that will allow the

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employee's net paychecks to remain approximately constant. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

23.11 Administrative Salary Stipends. A temporary salary increase that is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to limitations of that section.

23.12 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve-month (~~calendar year~~) appointments shall be calculated by dividing the ~~calendar year~~ salary rate by 26.1 pay periods.

23.1314 Compensation currency. The university receives its budget and disburses monies in U.S. dollars.

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BENEFITS

24.1 Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health insurance to all employees. Employees are encouraged to contact Human Resources with questions regarding their benefits.

24.2 Part-Time Employees. Part-time employees, ~~except those in positions funded from Other Personal Services (OPS) funds,~~ are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services. Part-time employees should contact the Human Resources office to determine the nature and extent of the benefits for which they are eligible.

24.3 Retirement Credit. Retirement credit for employees who are authorized by the University to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law ~~and the rules of the Division of Retirement as they may exist~~that exists at the time leave is granted. ~~The current Florida Retirement System rules also require that to receive full retirement credit, the employee 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.~~ Employees who are plan to take ~~such~~ a leave of absence should contact the personnelHuman Resources office ~~at their university~~ for complete information prior to taking the leave.

24.4 Benefits for Retirees:

(a) Employees who are retired from the University shall be eligible, upon request, and on the same basis as employees, subject to University policies, to receive the following benefits at the University.

- (1) Retiree 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 free University parking decal for use by the retiree;
- (6) Use of University recreational facilities (retirees may be charged fees different from those charged to other employees for the use of such facilities);

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(7) The ability to enroll in courses at the University without payment of fees, on a space available basis, subject to the provisions of Florida Statutes;

(8) A mailbox in the department/unit from which they retired, subject to space availability; and

(9) University sponsored e-mail address. The University shall provide a retiree email (name@knights.ucf.edu) upon request. The University will forward e-mails from the employee e-mail account (name@ucf.edu) to the retiree's e-mail account for 126 months.

(b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retiree's request for office or laboratory space.

(c) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 24.5(a)(5) of this Agreement, retirees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

24.5 **Optional Retirement Program.**

~~(a) An Optional Retirement Program is provided for employees who are employed for no less than one academic year including the following provisions:~~

~~(1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.~~

~~(2) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System.~~

~~(3) No accrued service credit or vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;~~

~~(4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;~~

~~(5) The employer shall contribute to the Optional Retirement Program, on behalf of each employee 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 participants (see Section 121.35, Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and~~

~~(6) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee'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 employees 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 University or another State agency, the UFF has a right to consult with the president or president's representative 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 University's statutory authority.~~

~~(d) — **Programs.** The parties agree that the Optional Retirement Program and the Florida Retirement System are governed by Florida Statutes and regulations of the responsible division of state government. The parties agree to be bound by any changes in those statutes and regulations, regardless of whether such changes increase or decrease benefits to employees. If a change in statutes or regulations decreases benefits to employees the parties shall enter into immediate negotiations to address the impact of the change. Refer to www.myfrs.com for details.~~

24.6 Phased Retirement Program. ~~The UCF Employees enrolled in this program at the time of its ratification shall be permitted to remain enrolled until their participation ends. No employees shall be permitted to enroll in this program 60 days after the date of ratification of this document. If, on or before~~

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~~July 31, 2021, the UFF chooses to re-open enrollment in the Phased Retirement Program (PRP) allows eligible employees to transition to retirement while their department or unit benefits from their effort and experience. The PRP is voluntary and provides reduced duties for one to five years at commensurate compensation. Eligible employees may elect annually, the Transition to participate in the PRP.~~

~~(a) Eligibility.~~

~~(1) Employees who have accrued at least six years of creditable service, prior to 2011, or eight years after 2011, in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP). Such eligibility shall expire on the employee's 67th birthday.~~

~~(2) Employees who choose to participate must submit written notice of intent to retire not later than 180 days, nor less than ninety days, after they submit such written notice, except that when the end of this 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).~~

~~(b) Program Provisions. All participants must retire and thereby relinquish all rights to tenure as described in Article 15, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.~~

~~(1) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.~~

~~(2) Re-employment.~~

~~a.—Prior to re-employment, participants in the Phased Retirement Program must remain off the State or University payroll for six full calendar months following the effective date of retirement to validate their retirement, as required by the Florida Division of Retirement. The effective date of retirement for employees in the ORP begins when her or his investment company processes their retirement distribution.~~

~~b.—Participants must comply with the re-employment limitations that apply to the second through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.~~

~~c.—Participants shall be offered re-employment, in writing, by the University for a period of at least one but not greater than five academic years, at either 0.75 or 0.5 FTE initially and 0.5 FTE in the final year. The FTE in each year of the PRP ("T2RP") will be specified in advance of the re-employment period. Assigned duties may be limited to a single semester (e.g., 1.0 FTE in one semester and no assigned duties in the other semester) or be distributed across semesters (e.g., 0.5 FTE in both semesters).closed for future enrollment.~~

~~d.—Compensation during the period of re-employment shall 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.~~

~~e.—Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty days after the employee's receipt of the written re-employment offer.~~

~~(3) Leave for Illness/Injury.~~

~~a.—Each participant shall be credited with five days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE.~~

~~b.—Such leave may be accumulated; however, it may not be used for participation in the Sick Leave Pool, and upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.~~

~~(4) Personal Non-Medical Leave.~~

~~a.—Each participant who was on a 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 12-month appointment shall be credited with five days of leave with pay at the beginning of each full-time semester appointment. Except in the case of emergency, the employee shall provide at least two days' notice of the intended leave. Approval of the dates on which the employee wishes to take~~

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~~such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.~~

~~b.—Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post retirement period.~~

~~(5) Re-employment Period.~~

~~a.—The period of re-employment obligation shall extend over two to five 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 university shall not shorten the period of re-employment obligation nor reduce the annual FTE assignment, except under the provisions of Articles 16 and 17.10 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured employees or non-tenure earning employees with five or more years of continuous service, as appropriate, for purposes of Sections 13.2(a) and (b) of the Agreement.~~

~~c.—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.~~

~~(6) Declining Re-employment.~~

~~a.—A participant may decline an offer of re-employment during any academic year. However, the participant has a professional obligation to notify the University of such a decision sufficiently in advance of the participant's anticipated start date. Such a decision shall not extend the period of re-employment beyond the period described in Section 24.6(5)a.~~

~~b.—Similarly, the participant has the professional obligation, following acceptance of an offer of re-employment, to provide reasonable and sufficient notice of changed circumstances and/or intentions to the effect that the participant will not be honoring the re-employment acceptance. Failure to provide reasonable and sufficient notice shall result in the participant's termination from the PRP and all rights provided therein. For these purposes, two months shall be deemed reasonable and sufficient. Where, due to the lateness of an offer of re-employment, two months are not available, then one-half the period of time between the offer and the anticipated start date shall be deemed reasonable and sufficient.~~

~~c.—Resignation. A participant who wishes to terminate his/her PRP re-employment contract prior to the end of the contract ending date, has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions. If the participant has a funded research assignment only, he/she has a professional obligation to provide a minimum of a one-month notice of resignation. Failure to provide reasonable and sufficient notice may result in the participant's termination from the PRP.~~

~~(7) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.~~

~~(8) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, regulations, the BOT-UFF Agreement, and University policies, subject to the conditions contained in this Article.~~

~~(9) Payroll Deductions. The UFF payroll deductions, as specified in Article 26, if applicable, shall be continued for a program participant during each re-employment period.~~

~~(10) Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.~~

~~(11) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.~~

~~(12) PRP Information Document. The University shall distribute information describing the PRP to the UFF, upon request. The Human Resources Department provides retirement information and assistance for employees of the University, including information about the Phased Retirement Program.~~

24.7 Tuition Waiver Benefit Programs. The University offers an employee benefit program to provide tuition waivers to full-time employees, including employees on sabbaticals, professional development, and grants-in-aid, medical, educational leave, or involuntarily called to active military service, to enroll in up to six credit hours in eligible courses per term on a space-available basis. Employees using the employee tuition waiver and contingent waiver recipients shall be allowed to register

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two hours ahead of state employees. Eligibility guidelines and procedures are available on UCF's Human Resources or UCF Regulations websites. To be eligible for a waiver, one must first be accepted at the university as a student.

(a) Tuition Waiver Benefit Limitations. Courses ineligible for the tuition waiver benefit include, but are not limited to: courses offered through other State Universities, State Colleges, including UCF courses offered at State College rates; Continuing Education classes or courses; Graduate offered for credit or non-credit; Medical Education programs; courses associated with programs approved for special tuition in excess of standard tuition rates, including those associated with Cost Recovery programs; Market Rate programs; and some Professional programs; independent study; supervised research; supervised teaching labs; thesis hours; dissertation; internships; externships and other field experiences; co-ops; or applied, individualized instruction in Music, Art, or Dance. Penalty Fees, including excess hour fees and repeat course fees, also are not covered by the tuition waiver benefit. Limitations apply to all recipients of this benefit.

(b) Contingent Waiver Program. If an employee does not use the employee tuition waiver benefit program or does not use the full six credit hour benefit during a semester or summer, then the spouse or dependents (up to the age of 26) of the employee may receive a tuition waiver for that semester or summer. The spouse or dependent may use up to six credit hours not used by the employee to enroll in eligible courses on a space-available basis per term. This contingent waiver may be used by up to two individuals during any given term.

24.8 Employee Assistance Programs. ~~The University is encouraged to expand its existing Information about the University's Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in program may be found on the development or operation of its EAP shall be discussed in consultation with the local UFF Chapter.~~ UCF Human Resources Website.

24.9 Pre-tax Benefits Program. ~~The~~ To the extent permissible by federal or state law the University shall continue to provide a pre-tax benefits program for employees.

24.10 Transition-to-Retirement Program. The UCF Transition-to-Retirement Program (T2RP) allows eligible employees which includes the opportunity to: (1) pay for request a planned transition to retirement by reducing their University assigned FTE over a period of one or two consecutive academic years while their department or unit continues to benefit from their effort and experience. The T2RP is voluntary for the employee and subject to agreement in advance with the department or unit head about assigned duties and FTE. T2RP provides reduced duties for one or two consecutive academic years with compensation each academic year commensurate with the FTE assigned for that academic year. At UCF, each academic year begins on August 8 and ends on the last day of the spring semester (either May 6 or May 7).

Participants in T2RP are not yet retired but rather are transitioning toward retirement in a planned manner that benefits the employee and the University. The period of T2RP participation is governed by all provisions of this Agreement, including Articles 12 (Non-reappointment), 15 (Tenure), 16 (Discipline), and 17 (Leaves). T2RP participants retain their tenure, if applicable, as well as most other rights and responsibilities, such as accrual of sick leave, of employees with the same FTE.

(a) Eligibility. Employees who have received notice of non-reappointment, layoff, or termination, or who have already retired, including participants in the State's Deferred Retirement Option Program (DROP) or in the PRP, are not eligible to request participation in T2RP. Employees who are returning from a leave, such as a sabbatical, professional development leave, or paid parental leave are ineligible to participate in T2RP until they have served the appropriate amount of time in a full-time appointment.

(1) Full-time, nine-month and 12-month instructional E&G employees who have been employed full-time at UCF for the previous five academic years and who would otherwise be eligible to retire in their respective retirement plan upon completion of the T2RP program are eligible to participate in T2RP.

(2) Employees who desire to participate in T2RP must concurrently submit their written request for T2RP participation and retirement/resignation paperwork. This request for participation must be submitted

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no later than February 1 preceding the beginning of their desired participation in T2RP for the next academic year; the retirement/resignation date specified must be the last day of the spring semester of the next academic year or of the following academic year. The employee and the department or unit head shall have three months, or until May 1, whichever occurs later, to determine whether an agreement for reducing the employee's assigned FTE can be reached. If, after a reasonable good faith consideration of all factors, an agreement cannot be reached for a reduced FTE assignment, an employee may not be eligible to participate in T2RP as requested. If an agreement cannot be reached for a reduced FTE assignment, the employee shall not be eligible to participate in T2RP as requested. However, if the employee remains employed in the same position at UCF and eligible to request participation in T2RP, their T2RP request may be resubmitted in a future year.

(3) The decision to participate in the T2RP is irrevocable after the required approval document has been executed by all parties.

(b) Program Provisions. All participants in T2RP must retire or resign at the end of their participation in T2RP. A planned date of retirement/resignation, which shall not be extended, must be submitted by the employee when requesting participation in T2RP. On the date of retirement/resignation, the employee relinquishes all rights to tenure, if applicable. Participants' retirement benefits shall be determined upon retirement, as provided under Florida Statutes and the rules of the Division of Retirement.

(1) FTE During T2RP Participation. The reduced FTE in the first academic year of participation in T2RP can be no greater than 0.75 and no less than 0.50, and the reduced FTE in the final academic year of participation in T2RP, whether the final year is the first or second year, shall be 0.50.

(2) Released Time. While participating in T2RP, employees may use released time from contracts or grants to fulfill a portion of their assigned FTE as a buyout, subject to the approval of the department or unit head. No other released time may be used to fulfill or buyout any portion of a participant's assigned FTE.

(3) Summer Appointment. Employees participating in T2RP for two consecutive academic years may be offered a supplemental summer appointment between the first and second years of their T2RP participation. Alternatively, a participant may use funds from contracts and grants for a summer contract. Regardless of the source(s) of summer funding, the total FTE for the summer appointment shall not exceed the assigned FTE in either of the two years of T2RP participation. For example, a participant with 0.65 FTE for the first year in T2RP may not have a summer appointment that exceeds 0.65 FTE.

(4) Eligibility for Leave. While participating in T2RP, an employee is not eligible to apply for nor to take a sabbatical, professional development leave, unpaid personal leave, paid parental leave, or an administrative professional development leave.

(5) Resignation/Retirement During T2RP. A T2RP participant who wishes to terminate his/her T2RP agreement by resigning or retiring prior to the agreed upon ending date has the professional obligation, whenever possible, to provide the University with sufficient notice of his/her retirement or resignation to avoid scheduling and classroom disruptions. If the participant has a funded research assignment only, he/she has a professional obligation to provide a minimum of one full semester's notice prior to their resignation or retirement.

(6) Employees are encouraged to contact HR to review potential impact to their insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses during T2RP.

ARTICLE 25

UFF INSURANCE DEDUCTION

The University agrees to provide one payroll deduction per employee per pay period for the UFF voluntary economic services programs. ~~It is understood that all~~All such programs and deductions ~~will~~shall meet requirements of State and University rules and regulations. The UFF shall provide the University with a written report by July 31 of each year regarding any program requiring payroll deduction. This report shall include the name of the common remitter company, a list of the provider companies that are to receive

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remittances, the appropriate contact people for the common remitter and associated provider companies, and addresses and phone numbers.

ARTICLE 26

PAYROLL DEDUCTION

26.1 UFF Dues Deduction Policy. Pursuant to the provisions of Section 447.303, Florida Statutes, 2006, ~~the~~The Board and the UFF hereby agree to ~~the following procedure provide~~ for the deduction and remittance of the UFF membership dues and other UFF deductions: pursuant to the provisions of Florida Statutes Section 447.303.

~~26.2—Deductions.~~

~~(a) As long as the UFF is the certified bargaining agent for employees at the University, the Board shall deduct, biweekly and without unreasonable interruption (provided the employee has funds available), the UFF membership dues in an amount established by the UFF and certified in writing by the UFF President to the Board, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" to this Agreement.~~

~~(b) Deductions shall be made biweekly, and without unreasonable interruption (provided the employee has funds available), beginning with the first full pay period commencing at least seven (7) days following receipt of authorization by the university.~~

~~(c) The UFF shall 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.~~

~~26.3—Remittance.~~

~~(a) The dues and other authorized deductions shall be remitted by the Board to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period.~~

~~(b) Accompanying each remittance shall be a list containing at least the following information for each of the employees from whose salaries such deductions were made:~~

- ~~(1) Name of the employee~~
- ~~(2) Name of employee's department/unit~~
- ~~(3) Biweekly salary of the employee~~
- ~~(4) Pay period end date~~
- ~~(5) Deduction code used by the University~~
- ~~(6) Amounts deducted from the employee's salary.~~

~~(c) This list shall be provided in electronic format, compatible with standard consumer spreadsheet software.~~

~~26.4—Termination of Deduction.~~

~~(a) The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either:~~

- ~~(1) thirty (30) days written notice from the employee to the Board, the Human Resources office, and to the UFF revoking that employee's prior deduction authorization, or~~
- ~~(2) the transfer of the authorizing employee out of the bargaining unit.~~

~~(b) Consistent with the provisions of Article 8, the Board or representative shall notify the local UFF Chapter when it proposes to reclassify an employee to a classification that is not contained in the bargaining unit.~~

26.5—Reinstatement of Deduction. ~~The Board or representative shall reinstate dues deductions for employees 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 at the University.~~

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26.6 Indemnification. The UFF assumes responsibility for (1) all claims against the Board, including the cost of defending such actions, arising from the Board's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the Board excess monies received under this Article.

~~**26.7—Exceptions.** The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than two payroll deduction fields (effective January 13, 2005) for the purpose of making the deductions described in this Article.~~

~~**26.8—Termination of Agreement.** The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.~~

ARTICLE 27

MAINTENANCE OF RIGHTS AND BENEFITS

No employee may be implored, required, or coerced to waive the rights or benefits provided by the terms of this Agreement. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which the employee is otherwise eligible.

ARTICLE 28

~~[ratified December 8, 2015, supersedes all previous versions]~~

MISCELLANEOUS PROVISIONS

28.1 No Strike or Lockout. The University 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 employees during the term of this Agreement.

28.2 Class Titles.

(a) Whenever the University creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the president or president's representative for the purpose of discussing the designation. 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.

(b) An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

~~**28.3—Titles and Headings.** The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.~~

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ARTICLE 29

SEVERABILITY

29.1 Invalidation of a Provision of the Agreement.

(a) A provision of this Agreement shall be invalid and have no force or effect, if it:

(1) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction,

or

(2) is rendered invalid by reason of subsequently enacted legislation, or

(3) shall have the effect of a loss to the University of funds, property, or services made available through federal law, which loss of funds, property, or services would substantially impede the University's ability to provide a comprehensive program of teaching, research, and service, or

(4) pursuant to Section 447.309(3), Florida Statutes, 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.

(b) In such circumstances, however, the remainder of the Agreement shall continue in full force and effect.

29.2 Negotiations on Replacement Provisions. If a provision of this Agreement fails for reasons set forth in Section 29.1(a)(1), (2), or (3) above, ~~at the parties request of either party, such invalidated provision shall enter into immediate be reopened for negotiations for the purpose of arriving to arrive~~ at a mutually satisfactory replacement for such provision.

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

29.4 Legislative Action. The University and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation that would change the terms of this Agreement.

29.5 Authority. Except as set forth above, this Article is not intended to cede authority to any party to invalidate any provision of this Agreement.

ARTICLE 30

AMENDMENT AND DURATION

30.1 Effective Date.

(a) The Agreement shall become effective upon ratification by both parties and remain in effect through August 31, ~~2018~~2021.

(b) Renegotiations for the agreement term September 1, ~~2016~~2019 through August 31, ~~2017~~2020 shall begin no later than ~~March 4, 2016~~April 18, 2019, and shall include ~~Articles 3, 8, Article 23, 24 and any other articles mutually agreed to by the parties~~Salaries.

(c) Renegotiations for the agreement term September 1, ~~2017~~2020 through August 31, ~~2018~~2021 shall begin no later than ~~March 3, 2017~~April 16, 2020, and shall include ~~Articles 3, Article 23, Salaries.~~

~~(1) This agreement term shall also include bargaining for Article 18, Inventions and Works and any other articles mutually agreed to by the parties~~Article 17, Leaves.

(d) Renegotiations for a successor agreement (~~2021-2024~~) shall begin no later than November 10, ~~2017~~2020.

(e) The parties may agree to include other subjects in their renegotiations.

30.2 Amendments. This Agreement may be modified or amended only upon mutual, written ~~agreement~~agreement of the Board and the UFF. In the event the Board and the UFF negotiate a mutually

Attachment A

acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this ~~Agreement~~ Agreement upon ratification by both parties.

ARTICLE 31

TOTALITY OF AGREEMENT

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

31.2 No 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 shall 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.

31.3 Modifications. Nothing herein shall, 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 32

DEFINITIONS

~~As Terms~~ used in this Agreement, ~~the term are defined as:~~

~~—"academic year" means _~~ a period consisting of a fall and spring semester of approximately 39 contiguous weeks.

~~—"bargaining unit" means _~~ those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to Commission Order 03E-097, dated April 28, 2003, wherein the Public Employee Relations Commission issued Certificate No. 1391 to the United Faculty of Florida.

~~—"Board" or "Board of Trustees" means _~~ the body established by Article IX, Section 7 of the Florida Constitution and by Florida Statutes ss. 1001.71-1001.74, responsible for the administration of the University of Central Florida.

~~—"break in service" means _~~ those absences following which the employee is treated as a new employee 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 employees (~~9-nine-~~month employees), one year of continuous service is equivalent to the nine (~~9-~~or ~~-~~month employment period.

~~—"days" means _~~ calendar days.

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--"**department/unit**" **means** _ a department or a comparable administrative unit generally equivalent in size and character to a department.

--"**employee**" **means** _ a member of the bargaining unit.

--"**equitable**" **means** _ fair and reasonable under the circumstances.

--"**Florida Board of Governors**" **means** _ the body established by Article IX, Section 7 of the Florida Constitution.

--"**Illness/injury** – any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, that does not allow an employee to fully and properly perform the duties of the employee's position.

Immediate family" **means** _ the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse, and dependents living in the household.

--"**Instructor**" **means** _ a non-tenure earning employee whose primary responsibilities are teaching, service, and related activities and who possesses a non-terminal degree from an accredited institution in an appropriate field of specialization or equivalent qualifications based on professional experience.

--"**Lecturer**" **means** _ a non-tenure earning employee whose primary responsibilities are teaching, service, and related activities and who possesses a terminal degree from an accredited institution in an appropriate field of specialization or equivalent qualifications based on professional experience.

--"**months**" **means** _ calendar months.

--"**multi-year appointment**" **means** _ an appointment made for a period of two-to-five academic or calendar years that may be renewed in two-to-five year increments at the end of the contract period at the discretion of the University.

--"**Non-Instructional** - Non-Instructional employees do not teach courses that generate SCHs.

number" _ The singular includes the plural.

--"**principal place of employment**" **means** _ the campus location or other university site specified on the employee's standard employment contract.

--"**semester**" **means** _ one of the two approximately 19.5 week periods which together constitute the academic year.

--"**State University System**" **means** _ the public universities of the State of Florida.

--"**supervisor**" **means** _ an individual identified by the President or University representative as having immediate administrative authority over bargaining unit employees.

--"**UFF**" **means** - The UCF chapter of the United Faculty of Florida.

--"**University**" Notification of the UFF Chapter means notification of the President of the UFF Chapter or "designated representative.

University or University or representative" or "**UCF**" **means** _ the University of Central Florida Board of Trustees, the body established by Florida Statutes, 2004, Chapter 1001, acting through the President and its staff.

Attachment A

—"year" means - a period of twelve (12) consecutive months.

Appendices

APPENDIX A

POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

All employees in the following position classifications holding regular, visiting, provisional, research, affiliate, clinical, or joint appointments:

9001 - Professor
9002 - Associate Professor
9003 - Assistant Professor
9004 - Instructor
9005 - Lecturer
9006 - Graduate Research Professor
9007 - Distinguished Service Professor
9009 - Eminent Scholar
9014 - Associate Instructor
9015 - Associate Lecturer
9016 - University School Professor
9017 - University School Associate Professor
9018 - University School Assistant Professor
9019 - University School Instructor
9024 - Senior Instructor
9025 - Senior Lecturer
9053 - University Librarian
9054 - Associate University Librarian
9055 - Assistant University Librarian
9056 - Instructor Librarian
9115 - Coordinator
9120 - Associate in _____
9121 - Assistant in _____
9126 - Program Director
9150 - Curator
9151 - Associate Curator
9152 - Assistant Curator
9153 - Staff Physicist
9160 - Scholar/Scientist/Engineer
9161 - Associate Scholar/Scientist/Engineer
9162 - Assistant Scholar/Scientist/Engineer
9166 - Research Associate
9173 - Counselor/Advisor
9178 - Instructional Specialist
9334 - Specialist, Computer Research
9394 - Coordinator, Cooperative Education
9419 - Coordinator, Research Information
9433 - Specialist, Music
9434 - Psychologist
9435 - Resident Advisor to Students
9460 - Psychiatrist
9462 - Physician
9464 - Physician's Assistant
9490 - Dentist
9495 - Specialist, Student Counseling
9506 - Specialist, Social Work Services

And employees in the above classifications with the following administrative titles: Associate Chair (C2), Assistant Chair (C3), Coordinator (N1), Program Director (G1), Associate Program Director (G2), Assistant Program Director (G3), Department Head (H1), Associate Department Head (H2), Assistant Department Head (H3), and Counselor/Advisor (B1).

EXCLUDED: President, Vice-President, Provost, Chairpersons and all other employees on administrative contracts, managerial, confidential, and all other employees of the University of Central Florida.

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APPENDIX B

~~UNITED FACULTY OF FLORIDA DUES CHECK-OFF AUTHORIZATION FORM~~

~~I authorize the University of Central Florida to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, 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 by the UFF, and I direct that the sum so deducted be paid over to the UFF.~~

~~UFF dues payments 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 shall continue until either (1) revoked by me at any time upon thirty days written notice to the University 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 shall remain in full force and effect in accordance with the provisions of Section 447.007 Florida Statute.~~

(reserved: intentionally blank)

Attachment A
APPENDIX C

**University of Central Florida Board of Trustees/United Faculty of Florida
GRIEVANCE FORM – STEP 1**

(Deliver to ~~Academic Affairs~~~~Faculty Relations~~ – Millican Hall 3318)

I. This grievance was received by the University on _____ (date).

Delivered by (check one):

_____ personal delivery;

_____ certified or registered return receipt requested mail;

_____ fax - original document containing grievant's & grievance representative's signature (if applicable) must be received by ~~Faculty Relations~~~~CCAS~~ as soon as possible;

_____ other (please specify: _____).

GRIEVANT

NameAME: _____

~~MAILING~~-Mailing ADDRESSdress: _____

EMAILemail: _____

CollegeOLLEGE: _____

DepartmentEPARTMENT: _____

PhoneOFFICE PHONE: _____

GRIEVANCE REPRESENTATIVE

(if elected by grievant as per Section III)

~~NAME~~Name: _____

~~Mailing~~AILING ADDRESSdress: _____

EMAILemail: _____

CollegeOLLEGE: _____

DepartmentEPARTMENT: _____

PhoneOFFICE PHONE: _____

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative unless otherwise agreed to in writing by the grievant and grievant's representative.

II. GRIEVANCE

Article(s) and Section(s) of the Agreement allegedly violated (If necessary, attach additional page):

Statement of grievance (must include date of acts or omissions complained of). ~~Please~~~~b~~Be specific and include as much detail as possible to clarify the issues. Use additional sheets of paper if necessary and attach supporting documents.

Remedy Sought (Please attach additional sheets of paper, if necessary):

III. AUTHORIZATION

Attachment A

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

<input type="checkbox"/> UFF	_____
<input type="checkbox"/> Legal Counsel	_____
<input type="checkbox"/> Myself	_____

I (do) _____ (do not) _____ want a postponement for up to 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.

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

The Step 1 decision shall be transmitted to grievant's Step 1 representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall also be sent to the UFF grievance representative if grievant elected self-representation or representation by legal counsel.

Attachment A
APPENDIX D

University of Central Florida Board of Trustees/United Faculty of Florida
GRIEVANCE FORM – STEP 2

(Deliver to Academic Affairs – Millican Hall 331~~Faculty Relations – Millican Hall 338~~)

I. This grievance was received by the University on _____ (date).

Delivered by (check one):

- personal delivery;
- certified or registered return receipt requested mail;
- fax - original document containing grievant's & grievance representative's signature (if applicable) must be received by Faculty Relations~~CCAS~~ as soon as possible;
- other (please specify: _____).

NAME: _____	NAME: _____
MAILING ADDRESS: _____	MAILING ADDRESS: _____
_____	_____
_____	_____
E-MAIL: _____	E-MAIL: _____
COLLEGE: _____	COLLEGE: _____
DEPARTMENT: _____	DEPARTMENT: _____
_____	_____
OFFICE PHONE: _____	OFFICE PHONE: _____

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative unless otherwise agreed to in writing by the grievant and grievant's representative.

II. PLEASE MARK AND COMPLETE APPROPRIATE SECTION BELOW:

REQUEST FOR REVIEW OF STEP 1 DECISION
Grievant's representative received the Step 1 decision on: _____ (date)

I hereby request that the ~~president or president~~University's representative review the attached decision made in connection with the attached grievance because (If necessary, attach additional page):

A copy of the following documents must be attached to this Step 2 Grievance Form at the time of its filing with CCAS~~Faculty Relations~~:

1. A copy of the completed Step 1 grievance form filed by the grievant
2. All documentation submitted by grievant at Step 1 filing
3. Step 1 Decision
4. All attachments to the Step 1 decision

INITIAL GRIEVANCE IS BEING FILED AT STEP 2 LEVEL

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

GRIEVANCE

Article(s) and Section(s) of the Agreement allegedly violated (If necessary, attach additional pages):

Attachment A

Statement of grievance (must include date of acts or omissions complained of). Please be specific and include as much detail as possible to clarify the issues. Use additional sheets of paper if necessary and attach supporting documents.

Remedy Sought (Please attach additional sheets of paper, if necessary):

III. AUTHORIZATION

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

- UFF _____
- Legal Counsel _____
- Myself _____

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.

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

The Step 2 decision shall be transmitted to grievant's Step 2 representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall also be sent to the UFF grievance representative if grievant elected self-representation or representation by legal counsel.

Attachment A
APPENDIX E

University of Central Florida Board of Trustees/United Faculty of Florida
NOTICE OF ARBITRATION

The United Faculty of Florida hereby gives notice of its intent to proceed to in connection with the decision of the University dated _____ and received by the UFF State Office on _____ in this grievance of:

NAME: _____

DATE OF FILING: _____

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

This notice was filed with ~~the Office of Faculty Relations~~, Academic Affairs on _____ (date) by (check one):

- mail (certified or registered, restricted delivery, return receipt requested) _____;
- personal delivery _____;
- other (specify) _____.

Date of receipt by ~~Faculty Relations~~Academic Affairs: _____

Signature of Statewide UFF President or Director of Arbitrations

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the University 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

This notice should be sent to:
CCASOFFICE OF FACULTY RELATIONS, ACADEMIC AFFAIRSAcademic Affairs
MH 331
4365 Andromeda Loop N
Orlando, FL 32816-0065
UNIVERSITY OF CENTRAL FLORIDA

Attachment A
APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 1: STATEMENT OF DISPUTE

I believe the assignment was arbitrarily or unreasonably imposed because:

Grievant's Signature

UFF Grievance Representative's Signature

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION THAT THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED.

I UNDERSTAND AND AGREE THAT BY FILING THIS ADR 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 THAT MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

Attachment A
APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 1: DECISION OF INDIVIDUAL MAKING THE ASSIGNMENT OR THAT PERSON'S REPRESENTATIVE

Date Filed Receipt Acknowledged by Individual Making
Assignment or Representative

Date of Meeting

_____ The assignment was not arbitrarily or unreasonably imposed
_____ The disputed assignment has been resolved in the following manner:

Signature of Person making the assignment Date of Decision

Attachment A
~~APPENDIX A~~

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 2: NOTICE TO AND DECISION OF DEAN OR DEAN'S REPRESENTATIVE

The decision of the Individual making the assignment or that person's representative is not satisfactory and the grievant and/or the UFF grievance representative hereby give notice that the ADR shall be referred to the dean or dean's representative.

Grievant's Signature

Date of Receipt

UFF Grievance Representative Receipt

Acknowledged by Dean or
Dean's Representative

Date of Conference

___ The assignment was not arbitrarily or unreasonably imposed:
___ The disputed assignment has been resolved in the following manner:

Dean or Dean's Representative

Date of Decision

Attachment A
APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 3: NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO MEDIATOR

The decision of the dean or the dean's representative is not satisfactory and the UFF grievance representative hereby gives notice of intent to refer the ADR grievance to a mediator.

Grievant's Signature

Date of Receipt by ~~President's~~University's
Representative

UFF Grievance Representative

Receipt Acknowledged by
~~President's~~University's Representative

Attachment A
~~APPENDIX F~~

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 4: MEDIATOR'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):

UFF Grievance Representative's Signature

Grievant's Signature

Mediator's Signature

Date Decision Issued

ITEM: CL-2

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association

Background:

A three-year Collective Bargaining Agreement was negotiated between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association for the period 2018-21. Pursuant to that agreement, the parties reopened negotiations in 2019 for the 2019-20 contract year. In those negotiations, the parties were able to reach tentative agreement. The reopened Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association is pending ratification by unit employees on August 29, 2019. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of the reopened articles.

Issues to be Considered:

Whether to ratify the reopened Article 29: Wages of the 2018-21 Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.

Alternatives to Decision:

Refuse to ratify reopened Article 29: Wages of the 2018-21 Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.

Fiscal Impact and Source of Funding:

An across-the-board wage increase of 3% for eligible unit employees is projected to carry a fiscal impact of \$133,985.71 of Educational and General (E&G) funds, inclusive of fringe benefit costs.

In addition, a one-time payment of \$500 for eligible unit employees is projected to total \$35,500, plus a fringe benefit cost of \$6,035, for a projected fiscal impact of \$41,535 to be paid from carryforward funds.

Recommended Action:

The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends approval of the reopened Article 29: Wages of the 2018-21 Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a),(b)

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Board of Trustees/ Documents/ Agenda Documents

Committee Chair John Sprouls approved the agenda and all supporting documentation.

Submitted by:

Maureen Binder, Associate VP and Chief HR Officer

Supporting Documentation:

Attachment A: Article 29: Wages

Facilitators/Presenters:

Maureen Binder, Associate VP and Chief HR Officer

Attachment A

Article 29

WAGES

Section 1. Salary Increases.

1.1 For Fiscal Year ~~2018-19~~2019-2020, the University will implement a 3% across-the-board salary increases and a one-time payment of \$500 to eligible employees, paid on November 8, 2019, effective the first pay period after ratification of this agreement, as follows: For the ranks of Police Officer and Police Officer First Class, 3.5%. For the ranks of Corporal and Sergeant, 4.0%. This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature above the contractual percentages established in this Article.

1.2 The across-the-board increases in 1.1 shall be expressed as an hourly rate and added to the hourly base salary of each eligible bargaining unit member.

1.3 In the event that any increase provided for in this subsection would have the effect of increasing a unit member's salary above the maximum pay for the range, the unit member's base salary shall be raised to the extent permitted without exceeding the maximum range. Any additional amount needed to total the applicable percentage contained herein shall be paid to the unit member as a one-time supplement that does not become part of the unit member's base salary.

Section 2. Eligibility Criteria for Salary Increases

2.1 Employees are eligible for the increases referenced in this article unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented.

2.2 Employees are eligible for the increases referenced in this article if they were employed in a regular position on June 30, 2019~~8~~, and continuously employed until the administration of the increases.

2.3 Employees who have given notice of a resignation or received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

Section 3. The pay ranges for each of the respective ranks are as follows:

1. Officer: \$44,10945,000 - \$59,83561,630
2. Corporal: \$50,09851,601 - \$66,01367,993
3. Sergeant: \$56,48058,174 - \$78,67581,035

Once an officer is sworn and certified, the Law Enforcement Officer shall receive no less than 95 percent of the minimum salary for a two-month period during the Law Enforcement Officer

Attachment A

FTEP. After this two-month initial training period, the Law Enforcement Officer shall receive no less than the minimum salary listed above for the duration of the FTEP.

Section 4. Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

Section 5. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall adhere to the required statutory obligations as contained in FS Chapter 447.

Section 6. Investigations Unit. Any bargaining unit member assigned to work in the Investigations Unit will receive a five (5) percent differential added to base pay for the period of assignment to Investigations.

Section 7. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of forty-five (45) dollars per shift.

Section 8. K-9 Handlers will receive an additional forty-five (45) minutes of compensable time per calendar day while assigned to handle a department canine.

ITEM: EP-1

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: 2019 SUS Textbook and Instructional Material Affordability Annual Report

Background:

House Bill 7019 passed during the 2016 Legislative Session and was signed into law by Governor Scott on 04/14/2016 (Chapter 2016-236, Laws of Florida). An amendment to Section 1004.085 regarding textbook and instructional materials affordability requires each university to submit an annual report by September 30 of each year to the Chancellor of the State University System. The report addresses the following: 1) required and recommended textbooks and instructional materials for general education courses; 2) specific initiatives of the university designed to reduce the costs of textbooks and instructional materials; and 3) university policies for the posting of textbooks and instructional materials.

Issues to be Considered:

2019 Textbook and Instructional Material Affordability Annual Report

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Recommend approval of the 2019 Textbook and Instructional Material Affordability Annual Report.

Authority for Board of Trustees Action:

BOG Regulation 8.003

Committee Chair or Chair of the Board approval:

EPC Chairman Robert Garvy approved this agenda item and all supporting documentation.

Submitted by: Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education

Supporting

Documentation: Attachment A: Textbook and Instructional Materials Affordability Annual Report

Facilitator:

Melody Bowdon, Interim Vice Provost for Teaching and Learning and Interim Dean, College of Undergraduate Studies

**State University System of Florida
Textbook and Instructional Materials Affordability
Annual Report
Statutory Due Date: September 30**

University of Central Florida	Fall 2018 and Spring 2019								
University Submitting Report	Semester(s) Reported*								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding-bottom: 5px;">Date Approved by the University Board of Trustees</td> <td style="width: 30%; border-bottom: 1px solid black; padding-bottom: 5px;">Signature of Chair, Board of Trustees</td> <td style="width: 20%; border-bottom: 1px solid black; padding-bottom: 5px;">Date</td> </tr> <tr> <td style="padding-top: 5px;"></td> <td style="padding-top: 5px;"></td> <td style="padding-top: 5px;"></td> </tr> </table>		Date Approved by the University Board of Trustees	Signature of Chair, Board of Trustees	Date					
Date Approved by the University Board of Trustees	Signature of Chair, Board of Trustees	Date							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black; padding-bottom: 5px;">Signature of President</td> <td style="width: 17%; border-bottom: 1px solid black; padding-bottom: 5px;">Date</td> <td style="width: 33%; border-bottom: 1px solid black; padding-bottom: 5px;">Signature of Vice President for Academic Affairs</td> <td style="width: 17%; border-bottom: 1px solid black; padding-bottom: 5px;">Date</td> </tr> <tr> <td style="padding-top: 5px;"></td> <td style="padding-top: 5px;"></td> <td style="padding-top: 5px;"></td> <td style="padding-top: 5px;"></td> </tr> </table>		Signature of President	Date	Signature of Vice President for Academic Affairs	Date				
Signature of President	Date	Signature of Vice President for Academic Affairs	Date						

*Report Fall and Spring data separately to allow for Fall to Fall semester comparison and Spring to Spring semester comparison.

1) Required and Recommended Textbooks and Instructional Materials for General Education Courses

a) Describe the textbook and instructional materials selection process for general education courses, including high enrollment courses.

Methodology for determining high enrollment: Order courses (course prefix/number) by headcount enrollment, excluding honors courses. The top 10% of courses are determined as high enrollment. Report the total number of courses (n).

General Education

Response:

UCF offered 722 GEP course sections in fall 2018 and 652 in spring 2019. Materials for each section were selected by faculty committees, course coordinators, or individual faculty members depending on the course and the department.

High Enrollment

Response:

UCF offered 139 high enrollment GEP course sections in fall 2018 and 124 in spring 2019. Materials for each section were selected by faculty committees, course coordinators, or individual faculty members depending on the course and the department.

b) Report the course title(s) and number of section(s) that do not require or recommend the purchase of a textbook(s) and instructional material(s).

Response:

See the tables on pages 2 and 3 for the GEP courses that did not have required or recommended textbooks or instructional materials.

Fall 2017

Course Titles not Requiring or Recommending Purchase of Texts/Instructional Materials	Number of Sections
AMH 2010: U.S. History: 1492-1877	1
AST 2002: Astronomy	1
BSC 2010C: Biology I	37
CGS 1060C: Introductions to Computers	11
CGS 2100C: Computer Fundamentals for Business	31
CHM 2045C: Chemistry Fundamentals I	20
FIL 2030: History of Motion Pictures	2
GEO 2370: Resources Geography	1
MAC 1105C: College Algebra	2
MAC 2311C: Calculus with Analytical Geometry	2
PHI 2010: Introduction to Philosophy	3
PHY 2053C: College Physics I	1
STA 2014C: Principles of Statistics	20
THE 2000: Theatre Survey	2
THE 2020: Survey of Theatre for Majors	1

Spring 2018

Course Titles not Requiring or Recommending Purchase of Texts/Instructional Materials	Number of Sections
AST 2002: Astronomy	1
BSC 2010C: Biology I	34
CGS 1060C: Introduction to Computers	16
CGS 2100: Computer Fundamentals I	35
ENC 1102: Composition II	7
EUH 2001: Western Civilization II	1
FIL 2030: History of Motion Pictures	2
HUM 2210: Humanistic Tradition I	2
HUM 2230: Humanistic Tradition II	1
MAC 2311C: Calculus with Analytical Geometry	3
PHI 2010: Introduction to Philosophy	1
PHY 2048C: General Physics Using Calculus I	2
STA 2014C: Principles of Statistics	20
WOH 2012: World Civilization I	1
WOH 2022: World Civilization II	1

Fall 2018

Course Titles not Requiring or Recommending Purchase of Texts/Instructional Materials	Number of Sections
AMH 2010: U.S. History: 1492-1877	1
AMH 2020: U.S. History: 1877-Present	1
BSC 1005: Biological Principles	1
CGS 2100C: Computer Fundamentals for Business	33
COP 3502C: Computer Science I	14
FIL 1000: Cinema Survey	3
FIL 2030: History of Motion Pictures	2
GEO 2370: Resources Geography	2
HUM 2020: Encountering the Humanities	1
MAC 2311C: Calculus with Analytic Geometry I	11
PHI 2010: Introduction to Philosophy	3
PHY 2053C: College Physics I	1
POS 2041: American National Government	5
STA 2014C: Principles of Statistics	20
THE 2000: Theatre Survey	3

Spring 2019

Course Titles not Requiring or Recommending Purchase of Texts/Instructional Materials	Number of Sections
AMH 2010: U.S. History: 1492-1877	1
AMH 2020: U.S. History: 1877-Present	2
ANT 2000: General Anthropology	1
BSC 2010C: Biology I	33
COP 2500C: Concepts in Computer Science	8
COP 3502C: Computer Science I	21
COT 3100C: Intro to Discrete Structures	15
FIL 1000: Cinema Survey	2
FIL 2030: History of Motion Pictures	2
FIL 3036: Film History I	1
FIL 3037: Film History II	1
GEO 2370: Resources Geography	1
HUM 2020: Encountering the Humanities	2
PHI 2010: Introduction to Philosophy	2
PHY 2053C: College Physics I	2
POS 2041: American National Government	6
PSY 2012: General Psychology	1
STA 2014C: Principles of Statistics	20
THE 2000: Theatre Survey	1

2) Specific Initiatives of the University Designed to Reduce the Costs of Textbooks and Instructional Materials for General Education Courses

a) Describe specific initiatives of the institution designed to reduce the costs of textbooks and instructional materials.

Response:

UCF Libraries is working on several fronts to reduce the costs of textbooks and instructional materials.

Student Success/Textbook Affordability Librarian

In March 2019, a Student Success/Textbook Affordability Librarian was hired, providing a dedicated representative and point of contact among the libraries, faculty, and other university partners in this work. In addition to promotion and outreach of Textbook Affordability efforts, the Librarian locates and connects with faculty who are providing zero cost materials to their students, identifies the type of course materials used, and tracks potential student savings. Prior to the arrival of this librarian, UCF Librarians partnered with faculty to create an open textbook: Anthology of Medieval Literature; the team is has also been involved with a Complete Florida grant which supported creation of several more open educational resources.

STARS

Faculty share open course resources through STARS, the university repository Showcase of Text, Archives, Research & Scholarship (<https://stars.libraries.ucf.edu/>).

Faculty Development Programming

Ongoing presentations are made to faculty in collaboration with the Faculty Center for Teaching and Learning to promote textbook affordability efforts at UCF. UCF Librarians also provide direct programming to faculty at department meetings on Textbook Affordability.

Library e-Books

UCF Librarians actively search for textbooks that are available as e-books with unlimited use. Once these books are identified and purchased, faculty are informed of their availability and asked to share this information with students in their courses. Since the fall 2018 semester, 93 courses with a total of 154 sections have used a library e-book as a replacement of the course text, with a potential savings of \$391,457. For comparison, the fall 2018 and spring 2018 semesters had a combined total of 58 sections with e-book replacements.

Use of Free Resources

UCF Librarians support faculty in locating compilations of free resources in lieu of textbooks. Since the fall 2018 semester, 8 courses with a total of 22 sections used a combination of resources freely available to students instead of a traditional textbook.

Print Textbook Reserve Collection

A print textbook reserve collection was started in fall 2018 with a contribution of \$10,000 from the library to purchase 57 textbooks for courses with high drop, fail, or withdraw rates, or that supported general education courses. This collection provides first-come, first-serve access to textbooks for a two-hour loan period. This collection was supplemented with a \$2,000 grant from Student Government Association and additional donations from faculty, students, and other campus units.

Textbook Donation Drive

UCF Libraries partnered with Student Government Association and Knights Pantry on a Textbook Donation Drive at the end of the Spring 2019 term. More than 60 books were donated to support 39 courses through the Print Textbook Reserve. The estimated value of the books donated in the spring was more than \$6,000.

UCF's bookstore offers several cost saving choices that enable students to select the purchasing options that meet their needs.

Price Match Program

Students compare the cost of course materials at off-campus bookstores (e.g., BN.com, Amazon, and local bookstores). If they find course materials at a lower price, UCF's bookstore, Barnes & Noble, will match it. This program is also more convenient for students; they don't need to wait for materials to ship or leave campus to pick them up.

Rental Program

This program allows students to rent new or used textbooks. It provides an affordable option and convenience. Students can purchase textbook rentals in-store or online with any form of tender; highlight text and make notes on pages; keep books until finals are over; and return books at the bookstore or through the mail. On average, the cost savings for rental books is 70 to 80 percent.

Used Course Materials Option

Students also have the option to purchase used textbooks through UCF's Cash for Books program. At the end of each semester, students can sell their books back to Barnes & Noble for cash. Depending on the condition, students can receive up to 50 percent of the new textbook price. The bookstore closely reviews

course information to identify those materials that may be used again. The bookstore then notifies students who have purchased those titles that their books can be sold back to the store. As a result, the next year's students are able to purchase these used books at a discounted price, giving all students the opportunity to save money through used textbooks. Nearly eighty percent of all titles are available for purchase at all of UCF's campuses as used course materials.

Digital Option

Digital textbooks allow students to save up to 60 percent and stay on the cutting-edge when it comes to digital learning materials. The bookstore's digital offerings were also designed with convenience in mind, allowing students to purchase using any form of tender and access these materials immediately following their purchase or digital rental. To optimize the digital experience, the bookstore offers the newly released Yuzu™ Web, iOS® and Android™ apps. Nearly forty percent of textbooks are currently offered in a digital format.

b) With the implementation of the initiatives, has there been any reduction in the cost of textbooks and instructional materials to the students? If there has been a reduction in cost, what is the average cost savings? Describe the average cost savings comparing fall semester to fall semester and spring semester to spring semester.

Response:

Through UCF Libraries' initiatives, student savings are as follows:

Term	Total Number of Students	Total Savings	Average Savings Per Student
Fall 2017	1,739	\$202,935	\$116.70
Fall 2018	5,854	\$443,160	\$75.71
Spring 2018	1,640	\$163,995	\$100.00
Spring 2019	3,325	\$448,173	\$134.79

Potential student savings for UCF Libraries' initiatives are calculated using the following methodology. Once a course has been identified as offering one or more course materials made available to students at no cost, the new cost of the previously used text is multiplied by the number of students in the course. Course materials tracked are Open Educational Resources (OER), library one-to-one ebook replacements, or course collections assembled from multiple sources.

Through price match, textbook rentals, used course materials, and digital options, student savings are as follows:

Term	Savings Amount	Savings Percentage
Fall 2017	\$2,685,439	19 percent
Fall 2018	\$2,269,045	17.13 percent
Spring 2018	\$2,450,784	17.8 percent
Spring 2019	\$2,289,853	18.06 percent

In fall 2018, textbook rentals were available for 77.5 percent of textbook titles; 79 percent were available in fall 2017. The rental availability for spring 2019 was 77.8 percent and 78.9 percent in spring 2018.

In fall 2018, a digital option was available for 40.9 percent of titles, 41.2 percent in fall 2017. In spring 2019, 43.7 percent of textbook titles were available digitally, 38.7 percent in spring 2018.

3) University Policies for the Posting of Textbooks and Instructional Materials

a) Describe policies implemented to ensure the posting of textbook and instructional materials for at least 95% of all courses and course sections 45 days before the first day of class. For course sections that require or recommend textbooks and instructional materials based on individual student needs (e.g., audition/performance, directed independent study, research topic) that may miss the posting date, please reference these as exceptions in 3(d).

Response:

UCF's Regulation 2.032 Textbook Adoption was amended on July 15, 2016, to align with the amended Section 1004.085 of the Florida Statute requiring textbooks or instructional materials to be posted on the bookstore's website 45 days before the first day of class for each term. In support of this regulation, UCF has implemented a Textbook and Instructional Materials Affordability communication timeline (refer to Appendix A), which ensures a timely process for the adoption of textbooks and instructional materials.

In addition, a website allows students to search for required textbooks and instructional materials and makes them aware of the Price Match Program, rental options, and other affordable choices.

b) Are the policies effective in meeting the reporting requirement? If not, what measures will be taken by the university to increase faculty and staff compliance for meeting the reporting requirement?

Response:

UCF continues to see improvement in the adoption of textbook and instructional materials by the 45-day deadline.

Semester	Adoption Rate
Fall 2017	85 percent
Fall 2018	95 percent
Spring 2018	97 percent
Spring 2019	97 percent

c) Report the number of course sections and the total percentage of course sections that were able to meet the textbook and instructional materials posting deadline for the academic year. Note: A course section complies if all textbooks and instructional materials in the course section have been entered by the deadline.

Response:

Year	Date	# of Courses	Percent	
2018	Fall			
	Total			
	1st Day	08/20/2018	6531	95%
	45-Day	07/06/2018	5840	95%
2019	Spring			
	Total			
	1st Day	01/07/2019	6361	98%
	45-Day	11/23/2018	5938	97%

d) Report the number of course sections and the total percentage of course sections that were not able to meet the textbook and instructional materials posting deadline for the academic year. Provide an explanation as to why the course sections were not able to meet the posting deadline. Note: A course section is not considered in compliance if all textbooks and instructional materials in the course section were not entered by the deadline.

Response:

Year	Date	# of Courses	Percent	
2018	Fall			
	Total			
	1st Day	08/20/2018	356	5%
	45-Day	07/06/2018	266	5%
2019	Spring			
	Total			
	1st Day	01/07/2019	148	2%
	45-Day	11/23/2018	188	3%

In most cases, the small number of sections for which the deadline was not met was due to a staffing issue (new faculty, shifting assignments, etc.).

e) Report the number of courses that received an exception to the reporting deadline. Describe the exception(s).

Response:

There were two exceptions received for Spring 2019.

PSB 3002 – Physiological Psychology

The instructor for this course was assigned after the posting deadline. An exception was requested and approved to change the previously submitted course materials.

PSB 3441 – Psychobiological Aspects of Drugs

The instructor for this course was assigned after the posting deadline. An exception was requested and approved to change the previously submitted course materials.

ITEM: EP-2

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Tenure with Hire

Background:

New faculty members are hired each year with tenure. Normally, such faculty members have earned tenure at their previous institution and meet UCF's requirements for tenure. For others, tenure is part of the hiring package when senior faculty members are hired for administrative positions. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

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.

The primary purpose of tenure is to protect academic freedom. The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

Issues to be Considered:

Please refer to Attachment A - Tenure with Hire Justification.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

Faculty are considered employees of the university and like other employees, compensation is negotiated during the hiring process. Recommendations for tenure are considered independently from compensation. Faculty who are awarded tenure will have annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

Recommended Action:

The department, college and Provost support the recommendations for tenure with hire.

Authority for Board of Trustees Action:

UCF 3.015(4)(a)5 – Promotion and Tenure of Tenured and Tenure-earning Faculty

Committee Chair or Chair of the Board approval:

EPC Chair Robert Garvy approved this agenda item and all supporting documentation.

Submitted by: Jana L. Jasinski, Vice Provost for Faculty Excellence and
Pegasus Professor of Sociology

**Supporting
Documentation:** **Attachment A:** Tenure with Hire Justification

Facilitator: Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and
Professor, College of Community Innovation and Education

Attachment A

**Tenure with Hire Justification
Board of Trustees Meeting
September 19, 2019**

**Ryan P. McMahan, Associate Professor
College of Engineering and Computer Science, Department of Computer Science**

Dr. Ryan McMahan received his Ph.D. in computer science and applications from Virginia Tech. He comes to UCF from the University of Texas at Dallas, where he was an associate professor of computer science. While at the University of Texas, he held a joint appointment in the School of Arts, Technology, and Emerging Communication and was the recipient of the Provost's Award for Faculty Excellence in Undergraduate Research Mentoring and Outstanding Faculty Teaching Award, Erik Jonsson School of Engineering and Computer Science. Dr. McMahan is a National Science Foundation CAREER award winner. He has several highly-cited publications in the area of virtual reality and has also done fundamental research on how the fidelity of virtual reality displays influences the performance of users – a key concern in the field of Human-Computer Interaction. Dr. McMahan has published in a number of peer-reviewed journals, has numerous conference papers and workshop papers. He has presented at many regional and national invited talks and panels. Dr. McMahan has extensive teaching experience at the undergraduate and graduate levels, having taught courses in human computer interactions, virtual reality, and advanced operating systems. He has advised doctoral and masters students and has served on many dissertation and thesis committees. Dr. McMahan serves as *International Journal of Human-Computer Studies (IJHCS)* associate editor and as review editor for *Frontiers in Virtual Environments*, among many other service activities in the profession, school, and university. The Department of Computer Science and College of Engineering and Computer Science support the recommendation for tenure with hire.

**Eric W. Schrimshaw, Professor
College of Medicine, Department of Internal Medicine**

Dr. Eric Schrimshaw received his Ph.D. in social/personality psychology from the City University of New York. He comes to UCF from Columbia University, where he was an associate professor of sociomedical sciences. At UCF, he will serve as the Chair of the Department of Population Health Sciences in the College of Medicine. While at Columbia University, Dr. Schrimshaw held the position of acting deputy chair for masters programs in the Department of Sociomedical Sciences and served as co-lead of the MPH Certificate Sexuality, Sexual, and Reproductive Health program. His research has focused on addressing health inequalities, with a particular focus on reducing disparities in HIV infection among men who have sex with men. Dr. Schrimshaw has numerous peer reviewed journal articles, book publications, and has presented at national and international conferences. He has teaching experience at the undergraduate and graduate levels and has taught online survey research methods and quantitative research design in the social sciences. Dr. Schrimshaw has contributed to teaching including innovative course development

and has successfully mentored an impressive list of students. He was the recipient of the Outstanding Teaching Award, Calderone Jr. Faculty Research Award, and is a full member of the International Association for Sex Research. Dr. Schrimshaw serves on the editorial board for *Archives of Sexual Behavior* and as consulting editor for *Psychology of Sexual Orientation and Gender Diversity*, as well as having served on department and university committees. His research and academic contributions indicate that he meets the criteria for tenure. The Department of Internal Medicine and College of Medicine support the recommendation for tenure with hire.

Janice Seabrooks-Blackmore, Professor
College of Community Innovation and Education, School of Teacher Education

Dr. Janice Seabrooks-Blackmore received her Ph.D. in special education from Florida State University. She comes to UCF from University of North Florida, where she was a professor and served as chair of the Department of Exceptional, Deaf, and Interpreter Education. At UCF, she will serve as Executive Director of the Florida Center for Students with Unique Abilities. Dr. Seabrooks-Blackmore has published a number of peer-refereed journal articles, book and book chapters. She has presented at numerous regional, national, and international conferences, and invited professional presentations. Dr. Seabrooks-Blackmore has served on many doctoral dissertation committees as a member, co-chair, and chair. While at the University of North Florida, she served as a lead faculty for the Advancing College Competency: Encouraging Student Success (ACCESS) Academy and was a research associate for the Florida Institute on Education. Dr. Seabrooks-Blackmore has a strong record of service to her department, college, community, and profession. She has made important contributions to the field of Special Education and has established a strong national reputation, particularly for her leadership in the area of initiative related to issues related to the needs of children, adolescents, and adults who have unique needs. Her contributions will be beneficial to UCF and the state of Florida. The School of Teacher Education and the College of Community Innovation and Education support the recommendation for tenure with hire.

ITEM: EP-3

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: 2019 Florida Equity Report

Background:

Florida Board of Governors regulation 2.003 (5) and (7), Equity and Access, requires the following:

Reporting and Monitoring. Each university shall prepare an annual Florida Equity Report in accordance with this regulation and reporting guidelines established by the Board of Governors Office.

- (a) At a minimum, the university's equity report must include information on the institution's progress in implementing strategic initiatives and performance related to equity and access as they pertain to academic services, programs, and student enrollment; equity in athletics; and employment.
- (b) Each university's equity report shall assess sex equity in athletics, as well as representation by race and sex in student enrollment, senior-level administrative positions, and by faculty rank and/or tenure status.
 - 1. Annual goals shall be developed and included in the equity report to address each area of under-utilization. For each year in which prior year goals were not achieved, each university shall provide a narrative explanation and a plan for achievement of equity.
- (c) Each equity report shall include a Web citation of the university's non-discrimination policy adopted by its university board of trustees.
- (d) Such reports are to be submitted to the Board of Governors Office by July 1 of each year pursuant to the requirements of this regulation and guidelines distributed by the Board Office for each reporting period.
- (e) Each university board of trustees or designee shall approve the annual Florida Equity Report for its institution prior to submission to the Board of Governors Office
- (f) The Board of Governors Office shall annually assess the progress of each university's plan and advise the Board of Governors and the Legislature regarding compliance.

Each university shall develop a budget plan to support attainment of the university's goals as outlined in its equity plan in accordance with state and federal law.

Issues to be Considered:

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Recommend approval of the 2019 Florida Equity Report.

Authority for Board of Trustees Action:

Florida Board of Governors regulation 2.003 (5) and (7), Equity and Access

Committee Chair or Chair of the Board approval:

EPC Chairman Garvy approved this agenda item and all supporting documentation.

Submitted by: Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education

Supporting

Documentation: Attachment A: 2019 Florida Equity Report

Facilitator: Nancy Myer, Director, Office of Institutional Equity

Attachment A



Florida Equity Report

Enrollment, Sex Equity in Athletics, and Employment
Report Year: 2019

University of Central Florida

Data Year: July 1, 2017 – June 30, 2018

Approved by University Board of Trustees: September 18, 2019

Thad Seymour, Jr., Interim President:

Signature

Date approved by University President: _____

Submitted by:
Nancy Fitzpatrick Myers, Director
University of Central Florida
Office of Institutional Equity
12701 Scholarship Drive, Suite 101
Orlando, FL 32816-0030
(407) 823-1336
oi@ucf.edu

Date Sent: _____

**2019 Florida Educational Equity Act Report
University of Central Florida
Data Year 2017-2018**

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**2019 Florida Educational Equity Act Report
University of Central Florida
Data Year 2017-2018**

ATTACHMENTS

- A. Division of Student Development and Enrollment Services 2017-18 Equity Report
- B. President's Statement
- C. Office of Multicultural Academic and Support Services Program
- D. Office of Diversity and Inclusion's 2017-18 Annual Report

**2019 Florida Educational Equity Act Report
University of Central Florida
Data Year 2017-2018**

Part I: Executive Summary

The annual Florida Educational Equity Act report encompasses enrollment, gender equity in athletics, and employment as required by statute. Each university Equity Officer is responsible for preparing the report for approval by its Board of Trustees and the University President, and submitting the report to the Florida Board of Governors annually. The University of Central Florida's Office of Institutional Equity (OIE) prepares the Florida Equity Report annually to fulfill state requirements. These include provisions within the Florida Educational Equity Act (§1000.05, Fla. Stat.) and the Florida Board of Governors' Equity Regulation 2.003 Equity and Access. The report includes information on the University's progress in implementing strategic initiatives and performance related to equity and access in student enrollment, athletics, and employment. The data focuses on women and members of specified race/ethnic protected classes or underrepresented minority groups. Beginning with Summer 2010, Integrated Post-Secondary Education Data System (IPEDS) terminology for these classes was used for reporting. The classes are:

- Black or African American (B),
- Hispanic (H),
- Asian (A),
- Native Hawaiian or Other Pacific Islander (NH/OPI),
- American Indian/Alaska Native (AI/AN), and
- Two or More Races (\geq Two).

Data on Whites (W) and Non-Resident Aliens (NRA) are also included in the tables provided in this report.¹ This 2019 Florida Equity Report covers fiscal year 2017 – 2018.

A. Description of Plan Development

The Office of Institutional Equity coordinated and compiled the data included in this report from officials in the University's Office of the Provost, Faculty Excellence, Student Development and Enrollment Services, Department of Human Resources, Division of Administration and Finance, UCF Athletic Association, Inc., and Institutional Knowledge Management. Data collected includes information regarding women and members of specified race and ethnic protected classes, including IPEDS data. Prior to submission, the data was reviewed by the President and the Board of Trustees of UCF.

¹ Non-resident alien is defined by IPEDS as a person who is not a citizen or national of the United States but who has been admitted as a legal immigrant for the purpose of obtaining permanent resident alien status (and who holds either an alien registration card (Form I-551 or I-151), a Temporary Resident Card (Form I-688), or an Arrival-Departure Record (Form I-94) with a notation that conveys legal immigrant status such as Section 207 Refugee, Section 208 Asylee, Conditional Entrant Parolee or Cuban-Haitian).

**2019 Florida Educational Equity Act Report
University of Central Florida
Data Year 2017-2018**

B. Summary of Institutional Progress

Policies and Procedures in Support of Equity (Part II)

In 2017-2018, UCF reviewed its policies and procedures related to non-discrimination and compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Pregnancy Discrimination Act, the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act of 2008, and the Florida Civil Rights Act of 1992. As set forth in the 2018 Florida Equity Report, this resulted in the development of the University's *Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy, No. 2-004.1*, as well as the review and update of Regulations UCF-3.001 (*Non-Discrimination; Affirmative Action Programs*), UCF-3.0134 (*Complaints and Grievances Alleging Discrimination, Discriminatory Harassment or Retaliation*), and UCF-5.020 (*Religious Observances*) to reflect consistent language among UCF's regulations, policies and procedures. The updated regulations were approved by the Board of Trustees on October 26, 2017.

Academic Program Reviews (Part III)

The UCF's Institutional Knowledge Management office provided data and quantitative tables for 2017-2018 to illustrate the University's status in enrollment, retention/graduation rates and completions (Part III Tables 1-8). The following are some highlights of that data:

- Gender:
 - For First Time in College (FTIC) enrollment, female enrollment for 2017-18 was 54%, which was relatively consistent with the prior year's data of 53%. Enrollment for fulltime transfers was consistent with prior years with a total enrollment of 57.6% female.
 - The overall retention rate for full time FTICs after one year increased from 89.6% to 90.4%. The retention rates for full time FTICs after one year increased for both males and females. Specifically, for female students, the retention rate increased from 90.4% to 91.3%. For male students, the retention rate increased from 88.6% to 89.4%. Also, the overall graduation rate after six years increased from 70% to 72.4%. The graduation rate increased for both males and females. Specifically, for female students, the graduation rate increased from 73.9% to 76.5%. For male students, the graduation rate increased from 65.5% to 67.6%.
 - Similar to last year's report, female students continued to obtain a higher percentage of Bachelor's degrees (59%), Master's degrees (60%), and First Professional degrees (51%). However, UCF experienced a decrease in the number of Doctoral degrees awarded to female students (74 to 63; 51% to 43%), which is lower than the percentage awarded in 2012-13 (45%).

**2019 Florida Educational Equity Act Report
University of Central Florida
Data Year 2017-2018**

- Racial and Ethnic Diversity:
 - Enrollment of FTIC underrepresented students in Fall 2018 was 47.3%, which was a slight increase from Fall 2017 (46.8%). Transfer enrollment continued to show growth in 2017-18 reaching 52.9% (an increase from 51.5% for 2017).
 - With regard to retention rates for full time FTICs after one year, students that identified as Asian, Black or Hispanic (93.5%, 92.6%, 91.3%, respectively) were retained at a higher rate than the overall retention rate (90.4%). Compared to the previous year where all categories experienced an increase in retention rates except Asian students, the 2018 data demonstrated that five categories experienced an increase in the retention rates (Non-Resident Alien; Black; Asian; Hispanic; and, White), while the remaining four categories experienced a decrease in the retention rates (American Indian/Alaskan Native; Native Hawaiian/Other Pacific Islander; Two or More Races; and, Unknown). With regard to the overall graduation rate after six years (72.4%), Asian students had the highest graduation rate (77.6%) followed by Unknown (75%), White students (72.9%), Hispanic students (71.8%), American Indian/Alaskan Native White students (71.4%), students identifying as Two or More Races (69.4%), Black students (69.3%), Non-Resident Alien students (68.4%), and Native Hawaiian/Other Pacific Islanders (63.6%).
 - Underrepresented students received 45.9% of Bachelor's degrees and Master's degrees, 53% of Doctoral degrees, and 36% of First Professional degrees. This was an increase for all degree levels compared to last year's report.
 - Similar to last year's report, the 2017-18 data pertaining to racial and ethnic diversity for students that earned First Professional degrees revealed a high percentage of students that fell within the "Unknown" category (15.5% for 2018 compared to 20.7% for 2017). There was a notable increase for students identifying as two or more races (1 to 4), as well as a doubling in the number of degrees awarded to Hispanic students compared to last year's data (10 to 20), and slight increases for Black students (2 to 3) and Asian students (25-30).

Goals & Results:

For the 2017-2018 academic year, the university's goal was to maintain or increase protected class member degrees at all levels, and increase protected class members obtaining First Professional Degrees. With regard to Bachelor's degrees, UCF achieved its goal. UCF remained consistent with 59% being earned by female students. UCF increased the number and percentage of Bachelor's degrees awarded to students that identified as Black, Asian, Hispanic, Hawaiian/Other Pacific Islander and two or more races. American Indian/Alaskan Native and Non-Resident Alien remained the same.

With regard to Master's Degrees, UCF achieved its goal as to female students and maintained its overall racial and ethnic diversity. UCF remained consistent with 60% being earned by female students. With regard to racial and ethnic diversity, although Master's Degrees for students identifying as Non-Resident Alien, Black, Asian, or Hispanic all increased in terms of

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number and overall percentage, the changes with regard to most of the individual races/ethnicities was not significant. Nevertheless, this resulted in an increase in the overall percentage of underrepresented students earning Master's degrees at UCF (from 41.7% to 45.3%).

With regard to Doctoral Degrees, UCF did not achieve its goal. As set forth above, with regard to female students, the number of degrees awarded decreased (74 to 63) and the percentage decreased (from 51% to 43%). With regard to its overall racial and ethnic diversity, UCF increased its percentage of underrepresented members (from 50.5% to 53%). However, the number and percentages for underrepresented members decreased in all categories except Non-Resident Alien and two or more races.

With regard to First Professional Degrees, UCF achieved its goal as to racial and ethnic diversity in that it increased its overall diversity percentage to 36% (from 26.1%) despite 15.5% remaining Unknown. All underrepresented categories remained the same or increased in terms of the number of degrees and percentage with the exception of American Indian/Alaskan Native which decreased slightly in percentage. However, with regard to women, UCF decreased the number and percentage awarded to students identifying as female – specifically, 82 rather than 85 degrees and 51% rather than 57%

Goals for 2018-2019: Maintain or increase underrepresented member degrees at all levels, and increase underrepresented members obtaining First Professional Degrees.

Gender Equity in Athletics (Part IV)

The University of Central Florida evaluated the eleven elements of equity requested. Data for 2017-2018 demonstrated the following:

- The university was compliant with regard to student-athlete participation. Specifically, the 2017-18 female undergraduate enrollment was 54% and the female athletics participation ratio was 54%.
- For the 2017-18 academic year, all sports were funded at the NCAA maximum limits per sport. Although in prior years there was a variance beyond 1% with regard to scholarship offerings, UCF Athletics has corrected this according to the data provided for 2017-18. Specifically, the unduplicated female student-athletes ratio was 49% and these students received 48% of the scholarship funding (\$3,467,174). The unduplicated male student-athletes ratio was 51% and these students received 52% of scholarship funding (\$3,825,112). Since the scholarship offerings are within a 1% variance, they are compliant.
- Resources allocated for women's sports programs are comparable to their male counterparts. Both men's and women's programs are provided with all the necessary resources to be competitive nationally.

For the 2017-2018 academic year, the university's goal was to reduce the variance in scholarship offerings. As set forth above, UCF Athletics achieved this goal.

Goals for 2018-19: UCF Athletics is in the process of upgrading the locker room spaces for Men's and Women's Soccer, Football, Volleyball and Track and Field. Part of the facilities upgrade will

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also include new offices for Olympic Sport coaches and their assistants. This will be a project that will span over the next three years.

Employment Representation (Part V)

The UCF's Institutional Knowledge Management office provided data and quantitative tables to illustrate the university's status in faculty/staff compositions (Part V Tables 1-4). The University of Central Florida increased the number of tenured faculty members during 2017-18 (608 to 682), including the number of female faculty from 195 to 219 (32%). However, compared to national standards, this remains an area in need of improvement. With regard to racial and ethnic diversity, all categories for tenured faculty experienced an increase except for Non-Resident Alien and Unreported. Faculty that identified as Asian had the largest increase (17.1% increase; 111 to 130), followed by faculty that identified as Black (15.4% increase; 26 to 30). Although when using comparative national standards, the category for tenured Black faculty members was no longer identified as an area in need of improvement, it is important to note that the overall percentage of tenured Black faculty members in 2018 (4.39%) was less than the percentage in 2013 (5.16%). Hispanic faculty members experienced a similar percentage decrease. Moreover, the total number of tenured Black faculty members (30) has remained the same compared to 2013 despite the nearly 15% increase in total number of tenured faculty members.

With regard to tenure-track faculty, unlike the prior two years' reports, tenure-track female faculty members decreased in their overall percentage (from 46% to 40%). During 2017-18, UCF experienced an increase in tenure-track faculty members who identified as two or more races/ethnicities (3 to 4; 33.3% increase), Non-Resident Alien (40 to 51; 27.5% increase), Asian (42 to 49; 16.7% increase), Hispanic (26 to 29; 11.5% increase), and White (158 to 174 (10.1% increase). For tenure-track Black faculty members, there was a 7.7% decrease (13 to 12). Utilizing comparative national standards, this year's review did not identify any areas in need of improvement with regard to tenure-track faculty.

With regard to non-tenure-earning faculty, approximately 54% identified as female. Compared to the prior year, the university increased the number of non-tenure-earning faculty from 546 to 560, and increased the number of faculty that identified as Non-Resident Alien (9 to 15), two or more races (6 to 9), Asian (30 to 34), and White (432 to 434). The number of non-tenure-earning faculty that identified as Black or Hispanic remained the same. Although non-tenure-earning faculty that identified as Black was noted as an area in need of improvement using comparative national standards in last year's report, this year's review did not identify any areas in need of improvement with regard to non-tenure-earning faculty.

With regard to management positions, compared to the prior year, UCF decreased the number of management occupations in 2017-18 by 10% (844 to 759) whereas for 2016-17, there was a 7% increase. Although the number of management occupations held by female employees decreased (495 to 463), female employees filled 61% of the management occupations, which was an increase from 2017 (59%). Except for Native Hawaiian/Other Pacific Islander and Non-Resident Alien, all racial/ethnic categories experienced a decrease in the number of positions held by that particular category. However, the overall diversity for management occupations remained

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close to 29%. Utilizing comparative national standards for management occupations, this year's review did not identify any areas as areas in need of improvement.

For the 2017-2018 academic year, the university's goals were to increase the number of tenured faculty that identify as female, Black, Hispanic, American Indian/Alaska Native or Native Hawaiian/Other Pacific Islander; increase the number of tenure-track faculty that identify as American Indian/Alaska Native or Native Hawaiian/Other Pacific Islander; and, increase the number of non-tenure-earning faculty that identify as Black. With regard to tenured positions, UCF achieved most of its goals. Specifically, although UCF increased the number of female faculty members by 24 (from 195 to 219), using comparative national standards, this remained an area in need of improvement. UCF also increased the number of tenured faculty members that identified as Black (from 26 to 30), Hispanic (from 35 to 39), and American Indian/Alaska Native (from 2 to 4). However, for Native Hawaiian/Other Pacific Islander, the number of faculty remained at zero. With regard to tenure track faculty, UCF did not achieve its goal as the number of faculty members that identified as American Indian/Alaska Native or Native Hawaiian/Other Pacific Islander remained at zero. With regard to non-tenure-earning faculty, UCF did not achieve its goal as the number of faculty that identified as Black remained the same (21).

Goals for 2018-2019: For tenured faculty, increase the number of tenured faculty that identify as female and increase the overall diversity percentage for this group. For tenure-track faculty, maintain or increase the overall diversity percentage for this group. For non-tenure-earning faculty and executive /administrative/ managerial positions, increase the overall diversity percentage for these groups.

Protected Class Representation (Part VII)

Of the 38 total applicants for the tenure granting process, 37 were granted tenure. Nineteen female faculty and thirteen underrepresented faculty were granted tenure.

Promotion and Tenure Committee Composition (Part VIII)

The table set forth in Part VIII provides information on the extent of diverse participation or involvement of women and ethnic/racial minorities in the promotion and tenure process. Overall, of the 438 committee members, 296 identified as White (67%), 81 as Asian (18%), 27 as Hispanic (6%), 14 as Black (3%), and two as American Indian/Alaska Native (0.45%). Similar to last year's report, women comprised approximately 29% of the 438 committee members. Efforts to obtain diverse representation on committees is continually sought and improvement is expected to continue.

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C. Budget Plan

The University of Central Florida has maintained resources that support equity goals as set forth in Section IX of this report, as well as the 2017-18 Equity Report submitted by the Division of Student Development and Enrollment Services (Attachment A).

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Part II: Policies and Procedures in Support of Equity

The University of Central Florida's Regulations and Policies are available on UCF's Policies and Procedures webpage: <http://policies.ucf.edu/>. The regulations and policies that are specifically formulated to ensure equity at UCF are as follows:

Regulation/Policy	Web Address
UCF-3.001 Non-Discrimination; Affirmative Action Programs	https://www.oie.ucf.edu/documents/NonDiscriminationAffirmativeAction.pdf
UCF-3.0134 Grievances Alleging Discrimination	https://www.oie.ucf.edu/documents/GrievancesAllegingDiscrimination.pdf
UCF-5.006 Student Rights and Responsibilities	https://regulations.ucf.edu/chapter5/documents/5.006StudentsRightsResponsibilitiesFINALJune18.pdf
UCF-5.007 Office of Student Conduct; Scope; Definitions; Student Conduct Records; Special Student Panels	https://regulations.ucf.edu/chapter5/documents/5.007OfficeStudentCondScopeFINALJuly18.pdf
UCF-5.008 Rules of Conduct	https://regulations.ucf.edu/chapter5/documents/5.008RulesofConductFINALJuly18.pdf
UCF-5.009 Student Conduct Review Process; Sanctions	https://regulations.ucf.edu/chapter5/documents/5.009StudentConductRevProcFINALJuly18.pdf
UCF-5.010 Student Conduct Appeals	https://regulations.ucf.edu/chapter5/documents/5.010StudentConductAppealsFINALJan18.pdf
UCF-5.012 Organizational Rules of Conduct	https://regulations.ucf.edu/chapter5/documents/5.012OrgsRulesofConductFINALJuly18.pdf
UCF-5.013 Organizational Conduct Review Process; Sanctions; Appeals	https://regulations.ucf.edu/chapter5/documents/5.013StuOrgConductRevFINALJuly18.pdf
UCF-5.020 Religious Observances	https://www.regulations.ucf.edu/chapter5/documents/5.020ReligiousObservancesFINALJan19.pdf
Policy 2-700 Reporting Misconduct and Protection from Retaliation	https://policies.ucf.edu/documents/2-700ReportingMisconductAndProtectionFromRetaliation.pdf

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Policy 2-004.1 Prohibition of Discrimination, Harassment and Related Interpersonal Violence ²	https://policies.ucf.edu/documents/2-004.1ProhibitionOfDiscriminationHarassmentAndRelatedInterpersonalViolence.pdf
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Information regarding additional policies and procedures formulated to ensure equity at UCF can be found on UCF's websites and are as follows:

Policy/Procedures/Guidelines	Web Address
UCF Employee Code of Conduct	https://compliance.ucf.edu/files/2019/07/UCF-Code-Of-Conduct-2019-FinalRev.pdf
The Golden Rule Student Handbook	http://sdescms.smca.ucf.edu/goldenrule/wp-content/uploads/sites/64/2019/06/goldenrule1.pdf
OIE Investigation Procedures	http://oie.ucf.edu/documents/DiscriminationGrievanceInvestigationProcedure.pdf
OIE Search and Screening Guidelines	http://www.oie.ucf.edu/documents/SearchScreeningGuidelines.pdf
OIE Recommendations for Obtaining a Diverse Applicant Pool	http://www.oie.ucf.edu/documents/DiverseApplicantPool.pdf
OIE Guidelines for an Internal Search	http://www.oie.ucf.edu/documents/InternalSearch.pdf
OIE Search Committee Guidelines Incorporating Search Firms	http://www.oie.ucf.edu/documents/SearchFirms.pdf
Faculty Hiring Guide	http://www.oie.ucf.edu/documents/FacultyHiringGuide.pdf
A&P Hiring Guide	http://www.oie.ucf.edu/documents/APHiringGuide.pdf

² Policy No. 2-004.1 specifically states that the “university does not unlawfully discriminate in any of its education or employment programs and activities on the basis of an individual’s race, color, ethnicity, national origin, religion, or non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), political affiliations, veteran’s status (as protected under the Vietnam Era Veterans’ Readjustment Assistant Act), or membership in any other protected classes as set forth in state or federal law.” This policy further states that the “university prohibits discrimination, as well as discriminatory harassment, sexual assault, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, complicity in the commission of any act prohibited by this Policy, retaliation against a person for reporting, in good faith, any of these forms of conduct or participating in or being a party to any investigation or proceeding under this Policy...” Similar language is reflected in Regulations UCF-3.001 and UCF-3.0134.

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OIE Service and Assistance Animal Policy	http://www.oie.ucf.edu/documents/AnimalsasAccommodationPolicy.pdf
OIE Protocol for Department Providing Reasonable Accommodation	http://www.oie.ucf.edu/documents/AccommodationsInEmploymentAndForMembersOfThePublic.pdf
Reasonable Accommodation Request Form	http://www.oie.ucf.edu/documents/UCFReasonableAccommodationRequestForm.pdf
Religious Accommodation: Guidelines for Departmental Procedures for Requests	http://www.oie.ucf.edu/documents/ReligiousAccommodationGuidelines.pdf
Student Accessibility Services “Get Connected”	https://sas.sdes.ucf.edu/get-connected/
Student Accessibility Services “How To Request Accommodations”	http://sas.sdes.ucf.edu/wp-content/uploads/sites/22/2018/04/CAL-Request-Knights-Access.pdf
Student Accessibility Services “How to Cancel or Modify Accommodation Request”	http://sas.sdes.ucf.edu/wp-content/uploads/sites/22/2018/04/CAL-Modify-Knights-Access.pdf
Student Accessibility Services Grievance and Appeal Procedures	http://sas.sdes.ucf.edu/wp-content/uploads/sites/22/2017/12/grievance_process1.pdf

In addition to the above items set forth in previous Florida Equity Reports, OIE has developed the following forms and procedures to further assist with implementation of the regulations and policies set forth above:

- Request for Reasonable Accommodation Form for employees and applicants in Spanish (<https://www.oie.ucf.edu/documents/UCFReasonableAccommodationRequestFormSpanish.pdf>);
- Discrimination Grievance Intake Form in Spanish (<https://www.oie.ucf.edu/documents/DiscriminationGrievanceIntakeFormSpanish.pdf>);
- Request for Accommodations Form from members of the public (<https://www.oie.ucf.edu/documents/UCFReasonableAccommodationRequestFormPublic.pdf>);
- Student Request for Accommodations Form based on pregnancy, pregnancy-related condition and/or childbirth (<https://www.oie.ucf.edu/documents/UCFReasonableAccommodationRequestFormPregnancy.pdf>); and,
- Procedure for Conducting Fundamental Alterations Assessments (<https://www.oie.ucf.edu/documents/ProcedureforFundamentalAlterationsReview.pdf>)

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Also, OIE, in consultation with campus partners, is currently in the process of developing guidelines related to nondiscrimination based on pregnancy, pregnancy-related conditions and/or childbirth. OIE anticipates finalizing these guidelines in 2019.

As noted in UCF's previous Florida Equity Reports, UCF maintains a website with information for students, parents, faculty, staff, and third parties regarding Title IX (federal law that prohibits sex discrimination), and what to do if they encounter a student who has experienced sexual violence. This website lends support to the University's campus-wide Let's Be Clear campaign (<https://letsbeclear.ucf.edu/>), which has raised awareness across campus regarding nondiscrimination, reporting requirements, and resources available to students and employees. Individuals can access this site to submit a report directly to UCF's Title IX Coordinator regarding a Title IX-related incident. Individuals also may report concerns of discrimination, discriminatory harassment and/or retaliation directly to the Office of Institutional Equity via the office's website (<https://www.oie.ucf.edu/>).

Each year, the Office of Institutional Equity notifies all faculty and staff members regarding the university's commitment to non-discrimination (see President's Statement) (Attachment B), and requires all new employees to complete an online training regarding UCF's commitment to non-discrimination, applicable regulations and policies, and procedures available for reporting concerns of this nature. Further, UCF widely communicates pertinent compliance information throughout the campus. Discussions, awareness, and training are conducted broadly at such venues as new student, employee, and faculty orientation sessions; new supervisor training; and, in-service programs for resident assistants. During 2017-18, the Office of Institutional Equity also provided in-person discrimination prevention training and training regarding Title IX to various departments, and will continue to do so in the next academic year. In February 2018, the Office of Institutional Equity in partnership with Human Resources hosted multiple sessions with the Equal Employment Opportunity Commission for employees, particularly managers, regarding "What You Need to Know About the Americans with Disabilities Act."

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Part III: Academic Program Reviews (Sections A, B & C)

The Academic Program Reviews cover undergraduate, graduate, and first professional degree enrollment as required by Florida statute. Charts 1-8 and the corresponding narrative will address sections A, B, and C of the Florida Equity Report Guidelines. Where appropriate, disproportionate enrollments of women and minorities are identified and areas for improvement are noted.

Table 1. First-Time-In-College Enrollment (Full-time)

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO	UNK	TOTAL
Men	52	251	4	280	852	5	1653	135	32	3264
Women	47	392	3	282	963	3	1901	171	36	3798
Total Fall 2018	99	643	7	562	1815	8	3554	306	68	7062
Category % of Total Fall 2018	1.4%	9.1%	0.1%	8.0%	25.7%	0.1%	50.3%	4.3%	1.0%	100.0%
Total FALL 2017	75	593	10	489	1739	6	3429	295	42	6678
Category % of Total FALL 2017	1.1%	8.9%	0.1%	7.3%	26.0%	0.1%	51.3%	4.4%	0.6%	100.0%
Total FTIC Fall 2013	32	602	9	365	1247	7	3308	241	22	5833
Category % of Total Fall 2013	0.5%	10.3%	0.2%	6.3%	21.4%	0.1%	56.7%	4.1%	0.4%	100.0%
Percentage Change in number from Fall 2013 to Fall 2018	209.4%	6.8%	-22.2%	54.0%	45.5%	14.3%	7.4%	27.0%	209.1%	21.1%

Source: IPEDS Part A, Fall enrollment by race, ethnicity, and gender. Column 1, Full-time, First-time students.

The UCF's First Time in College (FTIC) Enrollment data reveals an increase of 5.4% in FTIC enrollment (6678 to 7062) with 54% female and 46% male for the Fall 2018 academic year. The gender representation is relatively consistent with the data of prior years. With regard to the composition of racially and ethnically diverse students, UCF continued to be significant at 47.3%, which was an increase from Fall 2017 (46.8%), but still less than Fall 2016 (48.3%). The 47.3% was comprised of students from various racial/ethnic backgrounds including Hispanic (25.7%), Black (9.1%), Asian (8.0%), two or more races (4.3%), American Indian/Alaskan Native (0.1%), and, Native Hawaiian/Other Pacific Islander (0.1%). White students represented 50.3%, Non-Resident Alien students represented 1.4%, and students identifying as Unknown represented 1.0% of UCF's FTIC full-time students during the 2018 Fall enrollment.

Compared to Fall 2017, the Fall 2018 data demonstrated an increase in the number of students for all racial/ethnic groups with the exception of American Indian/Alaskan Native, which

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decreased from 10 to 7 but maintained the same overall percentage of the students (0.1%). Also, although there was an increase in the number of Hispanic students (1739 to 1815), there was a decrease in the overall percentage of Hispanic students (26.0% to 25.7%).

This enrollment data of 47.3% represented a continued increase in racial/ethnic diversity compared to 2013. During the Fall of 2013, UCF's FTIC student body was composed of 42.4% racially and ethnically diverse students. Although there was a decrease in the number of students that identified as American Indian/Alaskan Native (9 to 7), all other categories showed an increase. Significantly, there also has been a 209.4% increase in the number of Non-Resident Alien students between 2013 and 2018 (32 to 99), and a 209.1% increase in the number of students whose race/ethnicity was unknown (22 to 68).

Table 2. Florida Community College A.A. Transfers (Full-time)

	NRA	B	AI/AN	A	H	NH/OPI*	W	≥ TWO	UNK	FEMALE	MALE	TOTAL
Total Fall 2018	308	1491	30	569	3479	26	4923	420	126	6547	4825	11372
Category % of Total Fall 2018	2.7%	13.1%	0.3%	5.0%	30.6%	0.2%	43.3%	3.7%	1.1%	57.6%	42.4%	100.0%
Total FALL 2017	237	1549	27	590	3230	25	5134	420	116	6488	4840	11328
Category % of Total FALL 2017	2.1%	13.7%	0.2%	5.2%	28.5%	0.2%	45.3%	3.7%	1.0%	57.3%	42.7%	100.0%
Total Fall 2013	179	1346	26	496	2736	35	6383	350	87	6584	5054	11638
Category % of Total Fall 2013	1.6%	11.9%	0.2%	4.4%	24.2%	0.3%	56.3%	3.1%	0.8%	58.1%	44.6%	102.7%
Category % Change from 2013 to 2018	72.1%	10.8%	15.4%	14.7%	27.2%	-25.7%	-22.9%	20.0%	44.8%	-0.6%	-4.5%	-2.3%

Source: Student Instruction File. Full-time students.

The UCF's Fulltime Transfers data was consistent with prior years' data related to gender in that 57.6% of enrollment identified as female and 42.4% identified as male for the 2017-2018 academic year. With regard to the composition of racially and ethnically diverse students, UCF continued to be significant at 52.9% (increase from 51.5%). White students (43.3%), Hispanic students (30.6%) and Black students (13.1%) were the three categories of students larger than ten percent. Overall, the 2017-18 data indicated minor changes throughout all racial categories compared to the 2017 data.

The enrollment diversity data of 52.9% represented a significant change compared to 2013 despite the 2.4% decrease in total enrollment (11,638 to 11,372). During the Fall of 2013, UCF's transfer students were composed of 44.1% racially and ethnically diverse students.

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Table 3. Retention of Full-Time FTICs After One Year

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	UNK	FEMALE	MALE	TOTAL
Fall 2017 Cohort	79	594	10	489	1739	5	3433	296	41	3519	3167	6686
Category % of Total	1.2%	8.9%	0.1%	7.3%	26.0%	0.1%	51.3%	4.4%	0.6%	52.6%	47.4%	100.0%
Enrolled Fall 2018	67	550	6	457	1587	3	3073	263	37	3213	2830	6043
Retention Rate	84.8%	92.6%	60.0%	93.5%	91.3%	60.0%	89.5%	88.9%	90.2%	91.3%	89.4%	90.4%

Source: Retention_FACT

The 2018 overall retention rate for UCF FTICs after one year was 90.4%, which was a slight increase from the previous year (89.6%). The overall retention rates for males and females increased. Specifically, for female students, the retention rate was 91.3%, which was a slight increase from the previous year (90.4%). For male students, the retention rate was 89.4%, which was an increase from the previous year (88.6%).

Consistent with the last two report years, Asian students were retained at a higher rate (93.5%) than the overall retention rate. Black students and Hispanic students also were retained at a higher rate than the overall retention rate (92.6% and 91.3%, respectively). Compared to the previous year where all categories experienced an increase in retention rates except Asian students, the 2018 data demonstrated that five categories experienced an increase in retention rates [Non-Resident Alien (82.5% to 84.8%); Black (89.5% to 92.6%); Asian (92.3% to 93.5%); Hispanic (89.5% to 91.3%); and, White (89.3% to 89.5%)], while the remaining four categories experienced a decrease in retention rates [American Indian/Alaskan Native (100% to 60%); Native Hawaiian/Other Pacific Islander (100% to 60%); Two or More Races (90.3% to 88.9%); and, Unknown (100% to 90.2%)].

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	NRA	B	AI/AN	A/PI	H	NH/OPI	W	≥ TWO*	UNK	Female	Male	Total
2012-18 Cohort	19	547	7	353	1156	11	3551	245	24	3210	2703	5913
Category % of Total	0.3%	9.3%	0.1%	6.0%	19.6%	0.2%	60.1%	4.1%	0.4%	54.3%	45.7%	100.0%
After 6 Years												
Number of Graduates	13	379	5	274	830	7	2587	170	18	2456	1827	4283
Percent Graduated	68.4%	69.3%	71.4%	77.6%	71.8%	63.6%	72.9%	69.4%	75.0%	76.5%	67.6%	72.4%
Category % Graduated	10.7%	10.8%	11.2%	12.1%	11.2%	10.0%	11.4%	10.9%	11.7%	53.1%	46.9%	100.0%
Number Retained	13	402	5	288	880	8	2687	180	18	2538	1943	4481
Percent Retained	68.4%	73.5%	71.4%	81.6%	76.1%	72.7%	75.7%	73.5%	75.0%	79.1%	71.9%	75.8%

Note: FTIC includes Beginners and Early Admits.

The overall graduation rate for UCF after six years was 72.4%, which was an increase from the previous two reports (70% and 68.82%). With the exception of the 2016 report setting forth a decrease, UCF has gradually increased its overall graduation rate over the last six years. For the 2011 cohort, the overall graduation rate was 63.2% compared to this report of 72.4%. Female students' graduation rate increased to 76.5% compared to the last two reports (73-74%), and male students' graduation rate increased to 67.6% compared to the last two reports (65.5% and 62.78%).

With regard to race/ethnicity, three of the protected categories exceeded the overall graduation rate – namely, Asian students (77.6%), Unknown students (75%), and White students (72.9%). Although in last year's report, Native Hawaiian/Other Pacific Islander students were significantly below the overall graduation rate (35.7%), this year's data demonstrated a significant increase with a graduation rate of 63.6%. The remaining categories were relatively consistent with the percentages set forth in last year's report.

Over the past six years, UCF has continued its commitment to maintaining a diverse student body through a variety of recruitment and retention strategies as set forth in detail in the 2017-18 Equity Report submitted by the Division of Student Development and Enrollment Services (SDS) (Attachment A).

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	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO	UNK	TOTAL
AY 2017-18										
Male	72	507	10	377	1270	14	3006	188	29	5473
Female	76	956	14	389	1925	20	4139	300	51	7870
Total	148	1463	24	766	3195	34	7145	488	80	13343
Category % of Total	1.1%	11.0%	0.2%	5.7%	23.9%	0.3%	53.5%	3.7%	0.6%	100.0%
AY 2016-17										
Male	62	486	5	320	1224	7	3006	161	33	5304
Female	82	942	19	394	1846	15	4163	261	45	7767
Total	144	1428	24	714	3070	22	7169	422	78	13071
Category % of Total	1.1%	10.9%	0.2%	5.5%	23.5%	0.2%	54.8%	3.2%	0.6%	100.0%
AY 2012-13										
Male	51	410	19	269	874	5	3309	47	83	5067
Female	61	761	22	318	1358	15	4486	110	122	7253
Total	112	1171	41	587	2232	20	7795	157	205	12320
Category % of Total	0.9%	9.5%	0.3%	4.8%	18.1%	0.2%	63.3%	1.3%	1.7%	100.0%

Source: IPEDS Completions, GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Table for 99.0000, all disciplines.

The number of Bachelor's degrees awarded remained consistent at UCF. In the 2017-2018 academic year, UCF awarded 13,343 Bachelor's degrees, which was a slight increase from the previous year (13,071). Of the degrees awarded, 59% were earned by female students and 41% by male students, which was consistent with the previous two academic years. Among the degrees awarded, the category percentage for three categories remained the same (American Indian/Alaskan Native, Non-Resident Alien, and Unknown), one category decreased (White), and the remaining categories slightly increased.

Compared to the 2012-13 academic year, UCF increased the total number of Bachelor's degrees awarded by approximately 7.6% in 2017-18 (12,320 to 13,343), with relatively equivalent gains among male and female students. The number of degrees awarded notably increased for students who identified as two or more races [157 to 488 (67% increase)], Native Hawaiian/Other Pacific Islander [20 to 34 (41% increase)]; Hispanic [2,232 to 3,195 (39% increase)], Non-Resident Alien [112 to 148 (24% increase)], Asian [587 to 766 (23% increase)], and Black [1,171 to 1,463 (20% increase)]. However, there was a notable decrease in the number of Bachelor's degrees awarded to students whose race/ethnicity was unknown [205 to 80 (60% decrease)]. Consistent with the last two reports, proportionally, the most significant changes from 2012-13 data to 2017-18 data included an increase in the overall percentage of Hispanic students (18.1% to 23.9%) and a decrease in the overall percentage of White students (63.3% to 53.5%).

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Table 6. Master's Degrees Awarded by Race

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO	UNK	TOTAL
AY 2017-18										
Male	142	75	0	57	144	1	454	14	26	913
Female	101	171	3	62	242	2	715	27	59	1382
Total	243	246	3	119	386	3	1169	41	85	2295
Category % of Total	10.6%	10.7%	0.1%	5.2%	16.8%	0.1%	50.9%	1.8%	3.7%	100.0%
AY 2016-17										
Male	147	70	1	37	127	1	429	14	48	874
Female	59	144	3	64	213	1	724	34	79	1321
Total	206	214	4	101	340	2	1153	48	127	2195
Category % of Total	9.4%	9.7%	0.2%	4.6%	15.5%	0.1%	52.5%	2.2%	5.8%	100.0%
AY 2012-13										
Male	117	60	0	38	104	0	523	15	51	908
Female	87	163	4	53	147	2	834	12	75	1377
Total	204	223	4	91	251	2	1357	27	126	2285
Category % of Total	8.9%	9.8%	0.2%	4.0%	11.0%	0.1%	59.4%	1.2%	5.5%	100.0%

Source: IPEDS Completions, GRAND TOTAL BY FIRST MAJOR, Master's degrees. Table for 99.0000, all disciplines.

UCF awarded 2,295 Master's degrees during 2017-2018, which was an increase over the last three academic years (2,195 for 2016-17; 2,217 for 2015-16; 2,232 for 2014-15), but still less than the number (2,539) awarded for 2013-14. Female students continued to earn 60% of the Master's degrees awarded, which was consistent with the four previous academic years and close to 2011-12 (59%). With regard to racial and ethnic diversity compared to last year's data, there were slight changes with regard to most of the individual races/ethnicities with the Unknown category having the largest change (5.8% to 3.7%), which resulted in an increase in the overall percentage of underrepresented students earning Master's degrees at UCF (45.3%). Similar to Bachelor's degrees, compared to 2012-13, the Master's degrees data demonstrated significant changes in the percentages of students identifying as Hispanic students (11% to 16.8%) and White students (59.4% to 50.9%).

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Table 7. Doctoral Degrees Awarded by Race										
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO	UNK	TOTAL
AY 2017-18										
Male	73	5	0	4	10	0	60	2	2	156
Female	30	10	0	4	7	0	63	4	3	121
Total	103	15	0	8	17	0	123	6	5	277
Category % of Total	37.2%	5.4%	0.0%	2.9%	6.1%	0.0%	44.4%	2.2%	1.8%	100.0%
AY 2016-17										
Male	57	8	0	4	7	0	55	1	5	137
Female	36	8	0	7	13	0	74	0	4	142
Total	93	16	0	11	20	0	129	1	9	279
Category % of Total	33.3%	5.7%	0.0%	3.9%	7.2%	0.0%	46.2%	0.4%	3.2%	100.0%
AY 2012-13										
Male	50	6	0	4	5	0	63	2	0	130
Female	18	6	0	4	8	0	72	0	0	108
Total	68	12	0	8	13	0	135	2	0	238
Category % of Total	28.6%	5.0%	0.0%	3.4%	5.5%	0.0%	56.7%	0.8%	0.0%	100.0%

Source: IPEDS Completions, GRAND TOTAL BY FIRST MAJOR, Doctoral degrees. Chart for 99.0000, all disciplines.

UCF awarded 277 Doctoral degrees in 2017-18. Female students earned 43% of the Doctoral degrees, which was a decrease compared to 2016-17 (51%). With regard to racial and ethnic diversity compared to last year's data, there were decreases among the percentages of all categories except Non-Resident Alien (which increased from 33.3% to 37.2%) and Two or More Races (which increased from 0.4% to 2.2%). Similar to prior years, students that identified as American Indian/Alaskan Native and Native Hawaiian/Other Pacific Islander remained at zero. Despite the decreases in the racial/ethnic categories, the overall diversity percentage increased from 50.5% to 53%.

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	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO	UNK	TOTAL
AY 2017-18										
Male	0	0	0	17	11	0	38	1	12	79
Female	0	3	1	13	9	0	40	3	13	82
Total	0	3	1	30	20	0	78	4	25	161
Category % of Total	0.0%	1.9%	0.6%	18.6%	12.4%	0.0%	48.4%	2.5%	15.5%	100.0%
AY 2016-17										
Male	0	1	1	12	4	0	31	0	16	65
Female	0	1	0	13	6	0	49	1	15	85
Total	0	2	1	25	10	0	80	1	31	150
Category % of Total	0.0%	1.3%	0.7%	16.7%	6.7%	0.0%	53.3%	0.7%	20.7%	100.0%
AY 2012-13										
Male	0	2	0	3	0	0	13	0	0	18
Female	1	2	0	2	5	0	11	0	3	24
Total	1	4	0	5	5	0	24	0	3	42
Category % of Total	2.4%	9.5%	0.0%	11.9%	11.9%	0.0%	57.1%	0.0%	7.1%	100.0%

Source: IPEDS Completions, GRAND TOTAL BY FIRST MAJOR, First Professional degrees. Chart for 99.0000, all disciplines.

During 2017-18, the UCF awarded 161 First Professional degrees, which was nearly four times the number awarded in 2012-13. A closer look at the demographic data showed that women earned approximately 51% of these degrees, which was a decrease from the prior two years (57% and 55%, respectively). In 2012-13, 57% of the First Professional degrees were awarded to female students.

With regard to racial and ethnic diversity compared to last year's data, it is important to note that, similar to last year's report, this data was unknown for 15.5% of the students (more than twice the percentage from 2012-13). There was a notable increase for students identifying as two or more races (1 to 4). The data also showed a doubling in the number of degrees awarded to Hispanic students compared to last year's data (10 to 20), and slight increases for Black students (2 to 3) and Asian students (25-30). Overall, UCF increased its diversity for First Professional degrees from 26.1% to 36%.

At the graduate level, UCF continues to commit to recruiting and graduating a diverse student body. Several strategies are employed to aid in this effort including annual scholarships and grant monies designated for recruitment of diverse students. Graduate Studies representatives also attend several graduate fairs and other events throughout the academic year designed specifically to recruit diverse candidates for UCF's academic programs.

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Part III: Academic Program Reviews – Student Services (Section D)

A. Academic Advising – <http://fyae.sdes.ucf.edu/advising> - The University of Central Florida is committed to providing caring, quality advising and related student support services for all UCF students in a culturally sensitive and diverse environment. UCF encourages the development of individual initiative, responsibility and self-discipline by students in the planning of their own educational programs. UCF academic advisors assist students in the development of educational plans and career goals, and provide assistance and support as students pursue those goals. Academic advisors across the campus help students to understand and negotiate the procedures and policies of the university.

B. Admission to Academic Programs – <https://www.ucf.edu/admissions/>; <https://www.ucf.edu/online/admissions/graduate-admissions/> - UCF encourages applications from qualified persons and does not discriminate on the basis of race, color, ethnicity, national origin, religion, non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability, political affiliations, veteran's status or membership in any other protected classes as set forth in state or federal law. The President has delegated responsibility for the implementation of the university's equal opportunity and non-discrimination policies and affirmative action program to the Office of Institutional Equity (OIE). Inquiries about policies and practices may be directed to the Office of Institutional Equity at 12701 Scholarship Drive, Suite 101, Orlando, FL 32816-0030; Phone: (407) 823-1336; or Email: oiie@ucf.edu.

C. Health Services & Counseling and Psychological Services – <http://shs.sdes.ucf.edu/>; <https://caps.sdes.ucf.edu/> - UCF's Student Health Services (SHS) recognizes its responsibility to respect the basic human rights of all patients who seek its treatment. SHS actively encourages patients to assume responsibilities for their own health and welfare. The Patient's Rights and Responsibilities and Notice of Nondiscrimination are routinely provided to patients. Also, Counseling and Psychological Services (CAPS) is the only free-of-charge campus agency designated to provide comprehensive psychological services to university-enrolled students. CAPS seeks to strengthen student success by minimizing the interruption of learning caused by mental health concerns.

D. Student Organizations and Intramural Athletics – <http://rwc.sdes.ucf.edu/im/> & <https://osi.ucf.edu/> - The mission of UCF's Intramural Sports and Office of Student Involvement is to provide students, faculty, and staff with a wide variety of recreational and social activities ranging from fitness classes to organized intramural sports competitions. Many of these activities are transformational experiences which serve both to enhance the personal development and physical well-being of the student body, thus increasing the likelihood of their retention and success at the university. All intramural sports programs are open for participation by all enrolled UCF students, faculty and staff who have purchased Recreation and Wellness Center memberships.

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E. Student Financial Assistance – <http://finaid.ucf.edu/> - UCF’s Office of Student Financial Assistance, a unit within Student Development and Enrollment Services, is dedicated to supporting UCF’s mission and goals through the efficient delivery of student aid, including the goal to create a diverse and inclusive learning environment. The Office of Student Financial Assistance provides UCF students with a comprehensive offering of financial assistance options to support student success and the attainment of a university degree. UCF participates in the Federal Direct Loan Program. Direct Loans are low-interest educational loans administered through the U.S. Department of Education, which consists of the Federal Stafford, PLUS, and Grad PLUS Loans. By participating in this program, UCF agrees to comply with all federal nondiscrimination statutes and regulations, including Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, color or national origin), Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of sex), Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of disability), and the Age Discrimination Act of 1975.

F. Housing and Residence Life – <http://www.housing.ucf.edu/> - UCF’s Department of Housing and Residence Life (DHRL) makes a concerted effort to notify all residents and the wider UCF community of our non-discrimination policies and regulations. To that end, the following language is included in UCF’s Housing Agreement: UCF is an equal opportunity and affirmative action institution. UCF DHRL assigns residence accommodations to qualified residents without regard to race, color, religion, national origin, disability, age, and/or sexual orientation.

Additionally, Housing and Residence Life provides accommodations for students with disabilities. Examples of room accommodations include:

- Room with wheelchair-accessible features, such as roll-in shower and lowered closet rods;
- Room or building with power door;
- Assignment to lower level rooms;
- Room with hearing-impaired features, such as a doorbell with light and fire alarm with strobe;
- Arrangements to have a Service Animal or Emotional Support Animal in the living space; and,
- Arrangements to have personal care attendants in the living space.

For students that identify as transgender, UCF Housing and Residence Life works with the students on an individual basis to find the living arrangement that will work best for each student. On the “Personal Information” page of the housing application, transgender students may answer “Yes” to the question “Does your gender identity differ from your legally assigned gender?” Students checking “Yes” to this question will receive an automatic email directing them to communicate with the specific staff members who can work with them to determine the best housing accommodations possible for their personal needs. Some previous accommodations for students have included informing residence staff of preferred names and/or pronouns upon request, one-bed/one-bath apartments, being paired with another transgender student, and being paired with roommate(s) who are allies.

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G. Student Employment—<http://studentunion.ucf.edu/employment>; <http://www.housing.ucf.edu/employment>; <https://library.ucf.edu/jobs/>; <https://finaid.ucf.edu/types-of-aid/fws-salary/>; <http://rwc.sdes.ucf.edu/employment>; -Various offices and departments at UCF support the pursuit of students’ academic goals through not only a variety of formal and informal experiential and educational programs, but also by providing financial assistance to students through employment. These positions indirectly offer career and professional development opportunities that assist students in developing employment and leadership skills, or help them discover previously unrealized career paths. These positions are filled without regard to the protected classes as set forth in the University’s *Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy*.

H. Office of Institutional Equity - Educational and Work Environment – <http://www.oie.ucf.edu/> - UCF complies with both the philosophy and the practice of equal opportunity for all citizens in academic life and employment as specified in Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Pregnancy Discrimination Act, the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act of 2008, and the Florida Civil Rights Act of 1992. UCF provides a comprehensive academic experience for all students to include both academic rigor and out of classroom learning experiences. The extensive amount of activities, programs, services and facilities are designed to enrich the overall learning experience while helping students reach their educational, personal, and professional goals. The President of UCF has charged the Office of Institutional Equity with ensuring compliance with all state and federal laws, as well as policies and regulations, regarding affirmative action, equal opportunity, and nondiscrimination. Inquiries about UCF policies and practices in this regard should be referred to the Office of Institutional Equity at 12701 Scholarship Drive, Suite 101, Orlando, FL 32816-0030; Phone: (407) 823-1336; or Email: oie@ucf.edu.

I. Department of Human Resources - Personnel – <https://hr.ucf.edu/> - UCF Human Resources supports and upholds UCF’s goals by fostering a positive and engaging work environment while identifying and responding to the changing needs of our diverse community. UCF Human Resources supports the University’s nondiscrimination policies and procedures through strong recruitment efforts (including ensuring compliance with equal opportunity regulations and polices), providing process information to students and employees with discrimination concerns, and assisting management with the enforcement of UCF’s nondiscrimination policies and procedures. Student personnel, regardless of employee classification, are handled in a manner consistent with UCF’s nondiscrimination policies and regulations.

**Part III: Academic Program Reviews –
Overall Effectiveness of Equity in Enrollment (Section E)**

UCF is built on providing an inclusive learning and working environment. Since 1992, UCF’s former President established five goals for the university including to “become more inclusive and diverse.” Throughout the years, UCF has established practices and programs to

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recruit and support all students, including support directed to underrepresented students. The Division of Student Development and Enrollment Services' 2017-18 Equity Report (Attachment A) sets forth in detail more than 400 activities and programs directed at student success in 2017-18, which included close to 250,000 students and employees having attended access and student success initiatives (such as Multicultural Academic Support Services, Student Accessibility Services, and the Veterans Academic Resource Center). Also, the Registrar's Office continues to administer the Knights Graduation and Grant Initiative which provides financial resources or guidance to students to assist them with overcoming financial obstacles and completing their degree programs (<http://registrar.ucf.edu/completion-grant/kggi/>).

The Office of Multicultural Academic and Support Services (MASS) assists multicultural and first-generation students. MASS' mission is to maximize student success by assisting multicultural and first-generation college students in their transition to UCF and connecting them with the university community to promote and facilitate academic support services and programs. Services and programs (see Attachment C) include:

- State College Day, which is focused on providing students with information regarding the college admission process. During 2017-18, 66 diverse high school students visited the UCF campus and engaged in the college prep workshops.
- Brother to Brother program, which provides academic, career and leadership development, and social and financial support to multicultural or first-generation undergraduate male students. For 2017-18, 45 students participated in this program.
- ACCESS Program, which is a six-week summer academic on-campus program and an academic enhancement component that spans the Fall and Spring semesters to FTIC students. The program assists diverse students with making a smooth transition from high school to college. For 2017-18, 364 students participated in this program.
- First Generation Program, which provides first generation college students with a structured approach to develop meaningful experiences at UCF. This program eases students with their transition to college and assists them with navigating through the university landscape.
- Multicultural Transfer Program, which provides multicultural transfer students with a healthy entry to university life, where they can take advantage of opportunities to network and learn strategies that will help alleviate the cultural stress of acclimating to a new environment.

Accolades:

- UCF's Office of Diversity and Inclusion (ODI), which was established in 1994 and collaborates with members of the UCF community to advocate for and educate about the university's goal of diversity and inclusion, conducted a broad range of workshops to 7,966 UCF faculty, staff and students. See ODI's 2017-18 Annual Report (Attachment D).
- UCF's ODI continued to lead the way to federal designation as a Hispanic Serving Institution, which is an institution participating in a federal program designed to assist colleges or universities in the United States that attempt to assist first generation, majority low income Hispanic students. UCF was officially designated as an HSI in early 2019.

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- For 2017 Fall semester, UCF attained its most diverse student enrollment with 45% identifying as minorities with the highest GPA for a freshman class (4.06) and largest number of National Merit Scholars (88).
- UCF continues to have more than 220 degree programs in 13 colleges with demonstrated excellence.
 - UCF received a record \$183 million in research funding for 2018, which was a 23% increase from 2017 and a 37% increase from 2015.
 - *Kiplinger* and *The Princeton Review* continued to rank a UCF education among the nation's best values.
 - *U.S. News & World Report* ranked UCF among the nation's most innovative universities.
 - Rosen College of Hospitality Management was ranked No. 2 in the world as a hospitality and hotel management school by *CEOWORLD Magazine*.
 - UCF student-athletes graduated at a higher rate (94%) than any other NCAA Division I FBS public institution in the nation.
- The College of Engineering and Computer Science's Office of Diversity and Inclusion (CECS ODI) was created with the purpose of developing programs for retention of minorities, women and underrepresented groups in the field of engineering and computer science at the undergraduate level; as well as the recruitment of these categories of students at the graduate level. CECS ODI offers scholarships to the students from grants received from the National Science Foundation Louis Stokes Alliance for Minority Participation in Engineering and Science (NSF LSAMP), National Action Council for Minorities in Engineering (NACME), and several Corporate Endowed Scholarships.

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PART IV: EQUITY IN INTERCOLLEGIATE ATHLETICS

UCF's Athletics provides 16 programs and more than 400 student-athletes with the opportunity to compete. As set forth below, UCF Athletics evaluated the eleven elements of equity requested. UCF's participation rates for 2017-18 remained compliant with a rate of 46% male and 54% female. Although in prior years there was a variance beyond 1% with regard to scholarships, UCF Athletics has corrected this according to the data provided for 2017-18. Specifically, as noted below, the unduplicated female student-athletes ratio was 49% and these students received 48% of the scholarship funding (\$3,467,174). The unduplicated male student-athletes ratio was 51% and these students received 52% of the scholarship funding (\$3,825,112). Since the scholarship offerings are within a 1% variance, they are compliant.

Table 1. Sex Equity in Athletics Update		
Element	Assessment	Area for improvement? (check if yes, and describe on form below)
1. Sports offerings	Men's Sports: Baseball, Basketball, Football, Golf Soccer, Tennis Women's Sports: Softball, Basketball, Golf, Cross Country, Indoor Track, Outdoor Track, Rowing, Soccer, Tennis, Volleyball	
2. Participation rates, male and female, compared with full-time undergraduate enrollment	Participation Rates: 46% male, 54% female; Undergraduate Enrollment: 46% male, 54% female	
3. Availability of facilities, <i>defined as locker room, practice, and competitive facilities</i>	The facilities provided for each of our athletics programs are equitable. While some locker rooms, practice and competitive facilities are older than others, we continue to monitor those facilities in need of updating and proceed accordingly with our coaches. Projected for the Summer of 2020, M/W Soccer will get new locker rooms, coaches offices and auxiliary spaces. All other Olympic Sport Coaches will be housed in the new administrative building as well.	
4. Scholarship offerings for athletes	For the 2017-18 academic year, all sports were funded at the NCAA maximum limits per sport. Women's scholarships were funded at: \$3,467,174.00 (48%) and the unduplicated participants for female student-athletes was 49% (within the 1% variance). Men's scholarships were funded at: \$3,825,112.00 (52%) and the unduplicated participant numbers for male student-athletes was 51% (within the 1% variance).	
5. Funds allocated for:		
a) the athletic program as a whole		\$56,327,225
b) administration		\$19,778,363
c) travel and per diem allowances		\$3,193,226
d) recruitment		\$791,119

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e) comparable coaching	1. The availability of coaching personnel remains equivalent. 2. Coaches of Men's sports and Women's sports have similar years of collegiate coaching experience. 3. Coaching Salaries, Benefits and Bonuses equate to \$10,764,048.	
f) publicity and promotion	The resources allocated to the marketing and promotion of all sports has improved from years past. We are working on overall improvement, but resources provided to all teams are equitable.	
g) other support costs	The resources allocated for other support costs include Student-Athlete Welfare and Development and Academic Support programming. Additionally, we utilize those resources to fund our sport performance programs, ticket operations, general administrative planning, IT, and other miscellaneous expenses. Those resources are available to all student-athletes and staff respectively.	
6. Provision of equipment and supplies	The provision of equipment and supplies is equitable amongst all sport programs. Our equipment staff performs an internal audit to address all equipment needs for each sport. Student-athletes, coaches and staff are provided with the necessary equipment to perform the tasks related to their sport/administrative assignment.	
7. Scheduling of games and practice times	The number of practice opportunities and the length (per week) are governed by NCAA rules. Practice times are based on class schedules with some teams practicing in early morning hours to avoid class conflict and hot weather during the start and end of the school year. The Men's Basketball, Women's Basketball and Volleyball coaches mutually agree on the scheduling of the Arena for practice.	
8. Opportunities to receive tutoring	All student-athletes are provided with equal opportunity and access to receive tutoring.	
9. Compensation of coaches and tutors	All student-athletes are provided with equal opportunity and access to quality coaches and tutors.	
10. Medical and training services	The provisions for medical and training facilities and services are equivalent. The Training Room facility continues to serve as a source of pride for UCF Athletics. The Medical and Training resources are well coordinated and provide excellent service to male and female participants. There are four satellite training rooms that are used to assist with providing medical and training services to all of our sport programs.	
11. Housing and dining facilities and services	All sport programs have equal access to housing options and dining services.	

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Table 2. Sex Equity in Athletics - Areas for Improvement		
Areas for improvement	Program for improvement	Timetable
Facilities Upgrades	UCFAA is in the process of upgrading the locker room spaces for Men's and Women's Soccer, Football, Volleyball and Track and Field. Part of the facilities upgrade will also include new offices for Olympic Sport coaches and their assistants. This will be a project that will span over the next three years.	Spring 2020

Table 3. Student Athletes by Gender, 2017-18			
	Male	Female	Total
Number	228	265**	493
Percent of Total	46%	54%	100%

**Duplicated numbers for participation

Basis for Ensuring Compliance

- Accommodation of Interest and Abilities
- Substantial Proportionality
- History and Practice of Expansion of Sports

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PART V: EMPLOYMENT REPRESENTATION

The Florida Equity Report contains information regarding the achievement of appropriate representation of women and minorities in selected faculty and administrative employment categories. Tables 1-4 are shown below first, then followed by their respective commentary.

Table 1. Category Representation – Tenured Faculty												
INDICATOR	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO*	NOT REPORTED	FEMALE	MALE	TOTAL
Number, Fall 2018	8	30	4	130	39	0	469	2	0	219	463	682
Number, Fall 2017	8	26	2	111	35	0	425	1	0	195	413	608
1YR Percentage Change	0.0%	15.4%	100.0%	17.1%	11.4%	0.0%	10.4%	100.0%	0.0%	12.3%	12.1%	
Number, Fall 2013	3	30	3	99	34	0	410	1	1	165	416	581
5YR Percentage Change	166.7%	0.0%	33.3%	31.3%	14.7%	0.0%	14.4%	100.0%	-100.0%	32.7%	11.3%	
Area for improvement, compared with national standards? (Check if yes)										X		1
<i>Source: IPEDS Fall Staff, IPEDS Human Resources Data.</i>												
<i>IPEDS Human Resource, instructional faculty only. Does not include Research or Public Service only faculty.</i>												
<i>IPEDS Human Resource aligned with 2010 Standard Occupational Category (SOC) System.</i>												

Table 2. Category Representation – Tenure-Track Faculty												
INDICATOR	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO*	NOT REPORTED	FEMALE	MALE	TOTAL
Number, Fall 2018	51	12	0	49	29	0	174	4	0	130	189	319
Number, Fall 2017	40	13	0	42	26	0	158	3	0	129	153	282
1YR Percentage Change	27.5%	-7.7%	0.0%	16.7%	11.5%	0.0%	10.1%	33.3%	0.0%	0.8%	23.5%	
Number, Fall 2013	24	4	0	24	16	0	100	1	0	78	91	169
5YR Percentage Change	112.5%	200.0%	0.0%	104.2%	81.3%	0.0%	74.0%	300.0%	0.0%	66.7%	107.7%	
Area for improvement, compared with national standards? (Check if yes)												0
<i>Source: IPEDS Fall Staff, IPEDS Human Resources Data.</i>												
<i>IPEDS Human Resource instructional faculty only. Does not include Research or Public Service only faculty.</i>												
<i>IPEDS Human Resource aligned with 2010 Standard Occupational Category (SOC) System.</i>												

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Table 3. Category Representation – Non-Tenure-Earning Faculty *or* Faculty at Non-Tenure Granting Universities

INDICATOR	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO*	NOT REPORTED	FEMALE	MALE	TOTAL
Number, Fall 2018	15	21	0	34	47	0	434	9	0	303	257	560
Number, Fall 2017	9	21	1	30	47	0	432	6	0	307	239	546
1YR Percentage Change	66.7%	0.0%	-100.0%	13.3%	0.0%	0.0%	0.5%	50.0%	0.0%	-1.3%	7.5%	
Number, Fall 2013	11	12	1	11	34	0	353	2	0	225	199	424
5YR Percentage Change	36.4%	75.0%	-100.0%	209.1%	38.2%	0.0%	22.9%	350.0%	0.0%	34.7%	29.1%	
Area for improvement, compared with national standards? (Check if yes)												0

Source: IPEDS Fall Staff, IPEDS Human Resources Data.

IPEDS Human Resource instructional faculty only. Does not include Research or Public Service only faculty.

IPEDS Human Resource aligned with 2010 Standard Occupational Category (SOC) System.

Table 4. Category Representation – Executive/Administrative/Managerial

INDICATOR	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO*	NOT REPORTED	FEMALE	MALE	TOTAL
Number, Fall 2018	3	81	2	33	91	1	543	5	0	463	296	759
Number, Fall 2017	3	93	3	34	109	0	595	6	1	495	349	844
1YR Percentage Change	0.0%	-12.9%	-33.3%	-2.9%	-16.5%	#DIV/0!	-8.7%	-16.7%	-100.0%	-6.5%	-15.2%	
Number, Fall 2013	3	67	2	29	60	0	468	4	0	359	274	633
5YR Percentage Change	0.0%	20.9%	0.0%	13.8%	51.7%	#DIV/0!	16.0%	25.0%	0.0%	29.0%	8.0%	
Area for improvement, compared with national standards? (Check if yes)												0

Source: IPEDS Fall Staff, IPEDS Human Resources Data.

IPEDS Human Resource instructional faculty only. Does not include Research or Public Service only faculty.

IPEDS Human Resource aligned with 2010 Standard Occupational Category (SOC) System.

Effectiveness of the University's Employment Efforts

Tenured Faculty – Table 1:

Compared to the prior year, UCF added 74 tenured faculty positions (10% increase) and experienced a 12.3% increase in tenured female faculty members (195 to 219). However, using comparative national standards, the category for female tenured faculty remained an area in need of improvement for the university (as noted in prior reports). Similar to the 2017 data, 32% of tenured faculty members identified as female in 2018.

With regard to racial and ethnic diversity, all categories experienced an increase with the exception of Non-Resident Alien and Unreported. Those two categories remained unchanged. Faculty that identified as Asian had the largest increase (17.1% increase; 111 to 130), followed by faculty that identified as Black (15.4% increase; 26 to 30). Although when using comparative

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national standards, the category for tenured Black faculty members was no longer identified as an area in need of improvement, it is important to note that the overall percentage of tenured Black faculty members in 2018 (4.39%) was less than the percentage in 2013 (5.16%). Similarly, the overall percentage of tenured Hispanic faculty members in 2018 (5.71%) was less than the percentage in 2013 (5.85%). Moreover, the total number of tenured Black faculty members (30) has remained the same compared to 2013 despite the nearly 15% increase in total number of tenured faculty members. Lastly, the overall diversity percentage for tenured faculty has not significantly increased since 2013 (29.20% to 31.14%).

Tenure-Track Faculty – Table 2:

Compared to the prior year, UCF's tenure-track faculty population increased from 282 to 319 (11% increase). Unlike the prior two years' reports, tenure-track female faculty members decreased in their overall percentage (from 46% to 40%). During 2017-18, UCF experienced an increase in tenure-track faculty members who identified as two or more races/ethnicities (3 to 4; 33.3% increase), Non-Resident Alien (40 to 51; 27.5% increase), Asian (42 to 49; 16.7% increase), Hispanic (26 to 29; 11.5% increase), and White (158 to 174 (10.1% increase). For tenure-track Black faculty members, there was a 7.7% decrease (13 to 12). The remaining categories stayed the same as the prior year. Compared to 2013, the overall diversity for tenure-track faculty increased from 40% to 45%. Utilizing comparative national standards, this year's review did not identify any areas in need of improvement with regard to tenure-track faculty.

Non-Tenure-Earning Faculty – Table 3:

Compared to the prior year, the university increased the number of non-tenure-earning faculty from 546 to 560, and increased the number of faculty that identified as Non-Resident Alien (9 to 15), two or more races (6 to 9), Asian (30 to 34), and White (432 to 434). The number of non-tenure-earning faculty that identified as Black or Hispanic remained the same. Although non-tenure-earning faculty that identified as Black was noted as an area in need of improvement using comparative national standards in last year's report, this year's review did not identify any areas in need of improvement with regard to the non-tenure-earning faculty. Compared to 2013, the overall diversity for non-tenure-earning faculty increased from 16% to 22%.

For 2018, approximately 54% of non-tenure-earning faculty members identified as female, which was less than 2016 (58%) and 2017 (56%) but more than 2013 (53%).

Executive/Administrative/Managerial – Table 4:

Compared to the prior year, UCF decreased the total number of management occupations in 2017-18 by 10% (844 to 759) whereas for 2016-17 there was a 7% increase. Although the number of management occupations held by female employees decreased (495 to 463), female employees filled 61% of the management occupations, which was an increase from 2017 (59%). With the exception of Native Hawaiian/Other Pacific Islander and Non-Resident Alien, all racial/ethnic categories experienced a decrease in the number of positions held by that particular category. However, the overall diversity for management occupations remained close to 29%

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(specifically, 28.42% compared to 29.35% for 2016-17). Utilizing comparative national standards for management occupations, this year's review did not identify any areas as areas in need of improvement.

Overall:

As set forth above, using comparative national standards, the university continues to have the goal of increasing female tenured faculty members. To assist with the University's diversity and inclusion efforts, the Office of Institutional Equity continues to encourage all colleges and departments to advertise national searches in diverse publications such as American Indian Higher Education Consortium, The Journal of Blacks in Higher Education, Asian American Village, Women in Higher Education, Diverse Issues in Higher Education, The Hispanic Outlook in Higher Education, Insight Into Diversity, Blacks in Higher Education, and Hispanics in Higher Education. Colleges and departments also are encouraged to advertise job postings in discipline specific boards and listservs, as well as to share job announcements with colleagues in their respective disciplines. In addition, UCF strives to have diverse search committees who are charged to assist hiring officials with effecting the diversity goals.

Equally important, in 2018-19, the Office of Institutional Equity, the Department of Human Resources and the Office of the Provost and Academic Affairs conducted an in-depth review of the university's search processes to assess whether the processes could be improved to increase efficiency, as well recruitment efforts and diversification of applicant pools. These offices will continue to partner on the development of improvements to the search process in order to ensure equal opportunity for employment and that specifically identified, traditionally underrepresented groups are aware of employment opportunities and actively encouraged to pursue them.

Moreover, following the failed search for UCF's first Vice President for Equity, Inclusion and Diversity in Spring 2019, the University selected an Interim Chief Equity, Inclusion and Diversity Officer to report directly to the President and help the University recruit and retain underrepresented faculty and staff, help underrepresented students reach their academic and professional goals, and develop and lead campus-wide initiatives that address equity, diversity, access and inclusion.

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PART VI: AREAS OF IMPROVEMENT AND ACHIEVEMENT

Part VI presents the required information regarding areas of achievement for 2017-18 goals and areas for improvement in 2018-19.

<p align="center">Areas of Improvement Pertaining to Academic Services, Programs, and Student Enrollment (2018-19)</p>	<p align="center">Achievement Report for Areas of Improvement Pertaining to Academic Services, Programs, and Student Enrollment Identified (2017-18)</p>
<p><i>Goal for 2018-19:</i> Maintain or increase underrepresented member degrees at all levels, and increase underrepresented members obtaining First Professional Degrees.</p>	<p><i>Goals for 2017-18:</i> Maintain or increase protected class member degrees at all levels, and increase protected class members obtaining First Professional Degrees.</p> <p><i>Result for 2017-18:</i> With regard to Bachelor’s degrees, UCF achieved its goal. UCF remained consistent with 59% being earned by female students. UCF increased the number and percentage of Bachelor’s degrees awarded to students that identified as Black, Asian, Hispanic, Hawaiian/Other Pacific Islander and two or more races. American Indian/Alaskan Native and Non-Resident Alien remained the same.</p> <p>With regard to Master’s Degrees, UCF achieved its goal as to female students and maintained its overall racial and ethnic diversity. UCF remained consistent with 60% being earned by female students. With regard to racial and ethnic diversity, although Master’s Degrees for students identifying as Non-Resident Alien, Black, Asian, or Hispanic all increased in terms of number and overall percentage, the changes with regard to most of the individual races/ethnicities was not significant. Nevertheless, this resulted in an increase in the overall percentage of underrepresented students earning Master’s degrees at UCF (from 41.7% to 45.3%).</p> <p>With regard to Doctoral Degrees, UCF did not achieve its goal. With regard to female students, the number of degrees awarded decreased (74 to</p>

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	<p>63) and the percentage decreased (from 51% to 43%). With regard to its overall racial and ethnic diversity, UCF increased its percentage of underrepresented members (from 50.5% to 53%). However, the number and percentages for underrepresented members decreased in all categories except Non-Resident Alien and two or more races.</p> <p>With regard to First Professional Degrees, UCF achieved its goal with regard to racial and ethnic diversity in that it increased its overall diversity percentage to 36% (from 26.1%) despite 15.5% remaining Unknown. All underrepresented categories remained the same or increased in terms of the number of degrees and percentage with the exception of American Indian/Alaskan Native which decreased slightly in percentage. However, with regard to female students, UCF decreased the number and percentage awarded to students identifying as female – specifically, 82 rather than 85 degrees and 51% rather than 57%.</p>
<p align="center">Areas of Improvement Pertaining to Gender Equity in Athletics (2018-19)</p>	<p align="center">Achievement Report for Areas of Improvement Pertaining to Gender Equity in Athletics (2017-18)</p>
<p><i>Goal for 2018-19:</i> UCFAA is in the process of upgrading the locker room spaces for Men's and Women's Soccer, Football, Volleyball and Track and Field. Part of the facilities upgrade will also include new offices for Olympic Sport coaches and their assistants. This will be a project that will span over the next three years.</p>	<p><i>Goal for 2017-18:</i> Reduce variance in scholarship offerings.</p> <p><i>Result for 2017-18:</i> UCF Athletics reduced the scholarship offerings variance and is compliant.</p>
<p align="center">Areas for Improvement Pertaining to Employment Identified (2018-19)</p>	<p align="center">Achievement Report for Areas of Improvement Pertaining to Employment (2017-18)</p>
<p><i>Goals for 2018-19:</i> For tenured faculty, increase the number of tenured faculty that identify as female and increase the overall diversity percentage for this group. For tenure-track faculty, maintain or increase the overall diversity percentage for this group. For non-tenure-earning faculty and executive /administrative/</p>	<p><i>Goals for 2017-18:</i> Increase the number of tenured faculty that identify as female, Black, Hispanic, American Indian/Alaska Native or Native Hawaiian/Other Pacific Islander. Increase the number of tenure-track faculty that identify as American Indian/Alaska Native or Native Hawaiian/Other Pacific Islander. Increase the</p>

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<p>managerial positions, increase the overall diversity percentage for these groups.</p>	<p>number of non-tenure-earning faculty that identify as Black.</p> <p><i>Result for 2017-18:</i> With regard to tenured positions, UCF achieved most of its goals. Specifically, although UCF increased the number of female faculty members by 24 (from 195 to 219), using comparative national standards, this remained an area in need of improvement. UCF also increased the number of tenured faculty members that identified as Black (from 26 to 30), Hispanic (from 35 to 39), and American Indian/Alaska Native (from 2 to 4). However, for Native Hawaiian/Other Pacific Islander, the number of faculty remained at zero.</p> <p>With regard to tenure track faculty, UCF did not achieve its goal as the number of faculty members that identified as American Indian/Alaska Native or Native Hawaiian/Other Pacific Islander remained at zero.</p> <p>With regard to non-tenure-earning faculty, UCF did not achieve its goal as the number of faculty that identified as Black remained the same (21).</p>
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Part VII: Protected-Class Representation in the Tenure Process

When reviewing the tenure process, each university is required to address: (1) disparities identified from comparing protected-class success rates to the success rates for the majority race, and (2) disparities identified from comparing the success rates of females to the success rate of males. The information regarding representation of females and protected class minorities within the tenure process can be seen in the chart below.

Table 1. Protected-Class Representation in the Tenure Process, 2017-18

Sex, Race/Ethnicity	Applied	Withdrawn	Denied	Deferred	Nominated
MALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	5	0	0	0	5
Black or African American	0	0	0	0	0
Hispanic	2	0	0	0	2
Native Hawaiian/Other Pacific	0	0	0	0	0
Two or More Races	1	0	0	0	1
White	11	1	0	0	10
Other, Not Reported	0	0	0	0	0
Total Male (Include Other, Not Reported)	19	1	0	0	18
FEMALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	2	0	0	0	2
Black or African American	1	0	0	0	1
Hispanic	2	0	0	0	2
Native Hawaiian/Other Pacific	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	14	0	0	0	14
Other, Not Reported	0	0	0	0	0
Total Female (Number and Percent) (Include Other, Not Reported)	19	0	0	0	19
	50.0%	0.0%	0.0%	0.0%	51.4%
GRAND TOTAL	38	1	0	0	37

LEGEND:

APPLIED: Faculty whose names have been submitted for tenure review. Sum of Withdrawn, Denied, and Nominated (or provide explanation).

WITHDRAWN: Faculty who withdrew from tenure consideration after applying for review.

DENIED: Faculty for whom tenure was denied during the review process.

NOMINATED: Faculty for whom tenure is being recommended by the University

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In the 2017-18 promotion and tenure process, the university had a 97 percent approval rate (37 of 38). The one unapproved application submitted by a White male was withdrawn. As to “comparative success” rates, the underrepresented classes had a success rate of 100% (13/13) and White applicants had a success rate of 96% (24/25). Females had a success rate of 100% (19/19) and males had a success rate of 94% (18/19). The number of female faculty members being nominated for tenure increased compared to the previous year’s data (from 16 to 19).

The University of Central Florida follows the guidelines for academic assignments as outlined in the Board of Trustees – United Faculty of Florida Collective Bargaining Agreement 2015-18.

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Part VIII: Promotion & Tenure Committee Composition

Part VIII sets forth information regarding the racial/ethnic and sex composition of University, College and Department promotion and tenure committees. The information regarding representation of females and protected class minorities on each committee can be reviewed in the chart below.

Table 1: Promotion and Tenure Committee Composition, AY 2017-18																		
Type of Committee	Black or African American		American Indian/Alaskan Native		Asian		Native Hawaiian or Other Pacific Islander		Hispanic		Two or More Races		White		Other, Not Reported		Total including Other, Not Reported	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
UNIVERSITY COMMITTEE	0	0	0	0	2	1	0	0	0	0	0	0	7	3	0	0	9	4
COLLEGE OF MEDICINE	0	0	0	0	3	0	0	0	0	2	0	0	2	1	0	0	5	3
Burnett School of Biomedical Sciences	0	0	0	0	4	1	0	0	2	1	0	0	5	5	0	0	11	7
Medical Education	0	0	0	0	0	0	0	0	0	0	0	0	4	2	0	0	4	2
COLLEGE OF BUSINESS ADMINISTRATION	0	0	0	0	0	0	0	0	0	0	0	0	3	1	0	0	3	1
Management	0	0	0	0	0	0	0	0	0	0	0	0	8	1	0	0	8	1
Economics	1	0	0	0	0	0	0	0	1	0	0	0	3	1	0	0	5	1
Accounting	0	0	0	0	0	1	0	0	0	0	0	0	4	2	0	0	4	3
Marketing	0	0	0	0	6	0	0	0	0	0	0	0	2	0	0	0	8	0
COLLEGE OF ENGINEERING & COMPUTER SCIENCE	0	0	0	0	3	0	0	0	2	0	0	0	1	0	0	0	6	0
Electrical & Computer Engineering	0	0	0	0	7	1	0	0	0	0	0	0	10	2	0	0	17	3
Civil, Environmental & Construction Eng.	0	1	0	0	2	0	0	0	0	0	0	0	5	1	0	0	7	2
Industrial Engineering & Mgmt Systems	0	0	0	0	1	0	0	0	0	0	0	0	8	0	0	0	9	0
Mechanical and Aerospace Engineering	2	0	0	0	10	1	0	0	0	0	0	0	1	1	0	0	13	2
Computer Science	0	0	0	0	3	0	0	0	0	0	0	0	4	0	0	0	7	0

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COLLEGE OF ARTS AND HUMANITIES	0	0	0	0	0	0	0	0	1	0	0	0	3	3	0	0	4	3
English	0	0	0	0	0	0	0	0	0	1	0	0	5	4	0	0	5	5
Music	0	2	0	0	0	1	0	0	1	1	0	0	8	5	0	0	9	9
Visual Arts & Design	1	0	0	0	1	2	0	0	0	2	0	0	9	7	0	0	11	11
Modern Languages and Literatures	0	1	0	0	0	0	0	0	1	1	0	0	3	4	0	0	4	6
Philosophy	0	0	0	0	0	0	0	0	0	0	0	0	4	3	0	0	4	3
Writing & Rhetoric	0	0	0	0	0	1	0	0	0	0	0	0	2	2	0	0	2	3
COLLEGE OF HEALTH & PUBLIC AFFAIRS	0	0	0	0	1	0	0	0	0	0	0	0	4	2	0	0	5	2
Public Administration	1	0	0	0	0	1	0	0	0	0	0	0	4	3	0	0	5	4
Criminal Justice	1	0	0	0	0	0	0	0	1	0	0	0	6	4	0	0	8	4
Health Management & Informatics	0	0	0	0	0	0	0	0	1	0	0	0	1	5	0	0	2	5
Legal Studies	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	1	2
Health Professions	1	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	3	0
COLLEGE OF SCIENCES	0	0	0	0	0	0	0	0	1	1	0	0	5	3	0	0	6	4
Physics	0	0	0	0	4	1	0	0	1	0	0	0	8	0	0	0	13	1
Chemistry	0	0	0	0	1	0	0	0	0	0	0	0	10	0	0	0	11	0
Nicholson School of Communication	1	0	1	0	0	1	0	0	0	1	0	0	10	4	0	0	12	6
Political Science	0	0	0	0	1	0	0	0	1	0	0	0	11	0	0	0	13	0
Mathematics	0	0	0	0	8	2	0	0	0	0	0	0	13	1	0	0	21	3
Sociology	0	0	0	0	0	0	0	0	1	0	0	0	5	4	0	0	6	4
Anthropology	0	0	0	0	0	0	0	0	0	1	0	0	2	3	0	0	2	4
Biology	0	0	1	0	0	0	0	0	1	0	0	0	6	1	0	0	8	1

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ROSEN COLLEGE OF HOSPITALITY MGMT	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	2	1
Hospitality Services	0	0	0	0	3	2	0	0	0	0	0	0	3	0	0	0	6	2
Tourism, Events & Attractions	0	0	0	0	2	0	0	0	0	0	0	0	2	2	0	0	4	2
Food Services & Lodging Management	0	0	0	0	1	0	0	0	1	0	0	0	3	2	0	0	5	2
COLLEGE OF EDUCATION & HUMAN PERFORMANCE	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	1	2
Child, Family and Community Sci	0	1	0	0	0	0	0	0	0	0	0	0	1	5	0	0	1	6
Educational & Human Sciences	0	1	0	0	1	1	0	0	0	0	0	0	3	0	0	0	4	2
COLLEGE OF OPTICS & PHOTONICS	0	0	0	0	1	0	0	0	0	0	0	0	2	0	0	0	3	0
Optics and Photonics	1	0	0	0	3	0	0	0	0	0	0	0	10	1	0	0	14	1
GRAND TOTAL	8	6	2	0	64	17	0	0	16	11	0	0	204	92	0	0	311	127

Faculty members elect committee representatives from among the tenured faculty to serve on departmental and college committees, as well as the University committee. For 2017-18, the University Committee was comprised of thirteen members: nine males, four females, ten White, and three Asian.

Consistent with last year’s report, a review of the college committees’ composition demonstrated that all college committees had female representation for 2017-18 except for the College of Engineering & Computer Science and the College of Optics & Photonics. Female faculty comprised 31% of the college committees’ composition. Also, faculty that identified as Hispanic (14%), Asian (16%) and White (70%) were members of these committees.

A review of the department committees’ composition demonstrated that six of the 36 department committees had no female representation in 2017-18, which was a decrease from nine departments from the previous year’s report. Women continued to comprise approximately 29% of the 374 committee members (111 of 374). Non-female representation may be attributed to a number of factors including a comparative lack of tenured female faculty.

Thirteen department committees included faculty members that identified as Black. Fifteen department committees included faculty members that identified as Hispanic, and twenty-two department committees included faculty that identified as Asian. Two department committees included an American Indian/Alaska Native faculty member. Overall, similar to representation in last year’s report, of the 374 committee members, 263 identified as White (70%), 74 as Asian (19%), 20 as Hispanic (5%), 15 as Black (4%), and two as American Indian/Alaska Native. This resulted in underrepresented individuals making up 29% of the department committees.

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PART IX: OTHER REQUIREMENTS

A. Budget Plan

The University of Central Florida's 2017-18 Budget Plan included specific strategies and a budget allocation that supported diversity and inclusion. In addition to funds that supported all the programming and events set forth in the SDES 2017-18 Equity Report (Attachment A), the Provost's Office developed the Targeted Opportunity Program (TOP) Inclusive Excellence (IE) Program in 2015-16 as a replacement to the previously administered Diversity Enhancement Program. The TOP IE Program provided funding to hire tenured or tenure-track faculty members. The goal of this program was to increase diversity at UCF and to attract underrepresented faculty members in academic disciplines where underrepresentation was indicated. For 2017-18, this program was utilized for the hiring of three faculty members.

Procedure: Each TOP IE Program line is funded 100% (up to \$100,000) by the Office of the Provost and Academic Affairs for three years and 50% (up to \$50,000) in years four and beyond. There was no pre-determined allocation to the units. Rather, units apply at their will when strong candidates are identified, and the unit does not have a tenure-track or tenured position available for which the candidate is qualified. When a unit identifies a candidate for the TOP IE Program, the candidate applies to UCF via a unique TOP IE Program job posting site. The Department of Human Resources confirms that the candidate meets eligibility requirements. The Office of Institutional Equity then prepares an under-representation analysis using standard accepted techniques. Specifically, the faculty representation in each discipline at the relevant levels are compared with appropriate national availability factors. Disciplines with documented under-representation of protected classes are identified as disciplines meriting special attention for corrective action under the program. TOP IE Program candidates also undergo review by at least one Pegasus professor (i.e., a senior UCF scholar who has been recognized by UCF as exemplary in teaching, research, and service) who evaluates the candidate's credentials to ensure the strength of the candidate in terms of the university's teaching, research, and service missions.

Criteria for hires: Eligible TOP IE Program applicants are required to be U.S. citizens or permanent residents who are strong scholars, seek a tenured or tenure-track faculty appointment in an academic discipline, and address a defined area of underrepresentation. All faculty members hired under this program must have strong credentials to meet the criteria for promotion and tenure on the normal schedule for faculty advancement. Thus, appropriate faculty review procedures (e.g., tenure with hire) are required during the appointment process. Final approval for hire rests with the Provost and Executive Vice President based upon all factors mentioned above. The Provost supported the university's equity goals to increase faculty diversity and reduce significant underrepresentation of protected groups and females with a commitment of \$288,000 for the 2015-16 fiscal year, \$958,000 for the 2016-17 fiscal year, and \$1,156,365 for the 2017-18 fiscal year for the TOP IE Program.

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B. President's Evaluation

For 2017-18, a President's evaluation was not completed as former-President John Hitt retired on June 30, 2018.

C. Top Administrators' Evaluations

For 2017-18, evaluations for the Vice Presidents were not completed due to transitions in the President's and Provost's Offices. On July 1, 2018, Dale Whittaker began serving as President. However, prior to this, Dr. Whittaker served as Executive Vice President and Provost. On February 21, 2019, Dr. Whittaker's resignation as President was accepted by the Board of Trustees. Prior to this resignation, the evaluations for the Vice President positions (those reporting to the Provost and those reporting to the President) were not completed.

Attachment

A



TRANSFORMATIVE OPPORTUNITIES

Inspiring Equity, Diversity and Inclusion



2017-18 EQUITY REPORT

UNIVERSITY OF CENTRAL FLORIDA | DIVISION OF STUDENT DEVELOPMENT AND ENROLLMENT SERVICES

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EQUITY, DIVERSITY AND INCLUSION FRAMEWORK

SDES is committed to providing a culturally competent and safe environment in which all employees and students embrace the similarities and differences we share. Equity, diversity and inclusion are critical to an individual's holistic development. SDES provides the framework for creating and fostering a campus-wide inclusive environment. We endeavor to foster an inclusive environment through our hiring processes, trainings, self-exploration opportunities and the development of culturally competent SDES faculty, staff and students.

SDES DIVERSITY HISTORY

Ongoing diversity training is critical to the success of our staff and students. Since 2011, the SDES diversity training program has provided learning opportunities to help raise awareness through self-discovery, drive staff engagement, and strengthen our core values. These efforts are enhanced by our partnership with the Office of Diversity and Inclusion. Staff members earn Diversity Education Units (DEUs) credits that are designed to promote cross-cultural understanding and inclusiveness. DEUs are awarded for multimodal learning activities and programs. Participants earn one DEU for each hour completed. For more information, visit: www.sdes.ucf.edu/deu/faq/.

INTRODUCTION

Student Development and Enrollment Services' (SDES) mission is to create and cultivate an innovative and inclusive learning experience that helps students reach their academic, personal and professional aspirations; to advocate for social awareness and change; and to commit to lifelong learning.

This document contains information on SDES departments, programs, functional areas and committees that contribute to the co-curricular experiences of students and provide support services, programming, advising, and manage campus climate opportunities. SDES is committed to “helping students stay in school, be healthy, and live ethically” (Ehasz, 2017).

EXECUTIVE SUMMARY PROGRAMS

ADVISING PROGRAMS

**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:**

80

**TOTAL
ATTENDANCE:**

52,038

FIRST YEAR ADVISING AND EXPLORATION (FYAE): FYAE is the primary academic advising office for first-time-in-college (FTIC) students. FYAE advisors are available to review General Education Program and degree requirements, to assist with major and career exploration, to explain UCF policies and procedures, to assist with course registration, to refer to other campus offices, and much more.

FIRST YEAR EXPERIENCE (FYE): FYE oversees several transitional programs to assist students and their families as they enter the university. Every first-year student and transfer student is required to attend an Orientation session before registering for classes.

INCLUSIVE EDUCATION SERVICES (IES): At the University of Central Florida, Inclusive Education Services offers students with intellectual disabilities an inclusive, comprehensive non-degree seeking academic experience. Our structured curriculum requires a 2.5-year commitment to complete their course of study. Students may choose one of three concentrations from our Professional Services' Credential which include: Hospitality, Social Services or Education. Students will earn a credential for completing the course of study through the Division of Continuing Education with the support of the College of Innovation and Education.

MULTICULTURAL ACADEMIC SUPPORT SERVICES (MASS): The mission of Multicultural Academic and Support Services (MASS) is to maximize student success by assisting Multicultural and First-Generation College Students in their transition to UCF and by connecting with the University community and our partners to promote and facilitate academic support services and programs.

STUDENT ACADEMIC RESOURCE CENTER (SARC): Our mission is to strengthen comprehensive learning, enhance retention, and promote student success by providing academic support services to University of Central Florida (UCF) students.

STUDENT ACCESSIBILITY SERVICES (SAS): Student Accessibility Services (SAS) views disabilities as an integral part of the rich diversity at the University of Central Florida. To that end, we work collaboratively with students, faculty, and staff to create an inclusive educational environment for students.

SDES TRIO CENTER: The SDES TRiO Center/Student Support Services program addresses the academic and social needs of eligible students enrolled at UCF who are first-generation in college, have a documented disability, or demonstrate financial need. At UCF, TRiO is home to seven federally funded pre-collegiate and collegiate grant programs.

TRANSFER & TRANSITION SERVICES (TTS): Transfer and Transition Services helps transfer students make a seamless transition to a more successful UCF experience. We provide pre-admission and transition advising to transfer students as well as connections to the campus community through a strong Peer Mentor program.

FLORIDA CONSORTIUM ON INCLUSIVE HIGHER EDUCATION: The Florida Consortium helps to provide information on inclusive Florida college programs to students with an intellectual disability and their families, as well as postsecondary and secondary staff. Students with an intellectual disability are attending college courses, on campuses around the country, with peers without disabilities, and engaged in internships and paid employment in their communities. As with their peers without disabilities, students with an intellectual disability are also active in their college's organizations, clubs, and social activities.

ENROLLMENT SERVICES

**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:**

**TOTAL
ATTENDANCE:**

5 | 100,137

REGISTRAR OFFICE: The mission of the Registrar's Office is to provide quality and efficient service to develop and maintain accurate academic records and effectively communicate appropriate information to the UCF community.

UNDERGRADUATE ADMISSIONS: At UCF, you'll experience the benefits of a complete college experience on a friendly and exciting campus. Our student services and faculty provide a quality education in internationally recognized fields such as engineering, hospitality, digital media and biomedical science.

STUDENT ENGAGEMENT

**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:**

259

**TOTAL
ATTENDANCE:**

92,173

CAREER SERVICES: UCF Career Services contributes to the university's goal of offering high-quality undergraduate and graduate education and student development by providing centralized, comprehensive and coordinated career development, experiential learning, and employer relations programs.

FRATERNITY AND SORORITY LIFE (FSL): The mission of the Office of Fraternity and Sorority Life is to foster an inclusive environment and commitment to student growth, academic excellence, civic engagement, leadership development, positive relationships, and risk reduction education

INTEGRITY AND ETHICAL DEVELOPMENT: The Office of Integrity and Ethical Development (IED) specializes in the promotion of individual responsibility and personal development. Programs are designed to develop awareness toward integrity, ethical decision-making, conflict resolution, and supportive communication. These services are designed to provide students with the college life skills necessary for academic and personal success at UCF.

LEAD SCHOLARS ACADEMY (LSA): LEAD Scholars Academy establishes an environment that will provide through impact practices for comprehensive leadership education, development, and civic engagement opportunities for the UCF community. Through collaboration and partnerships, LSA will incorporate the UCF CREED to create professional, academic and experiential opportunities that challenge, empower, and educate students to become social change agents in a global society.

OFFICE OF STUDENT CONDUCT: The Office of Student Conduct, a division of the Office of Student Rights and Responsibilities, provides educational opportunities that foster individual growth, ethical development and personal accountability while promoting the core values of the university: integrity, scholarship, community, creativity, and excellence. (Violence Prevention/Title IX information)

OFFICE OF STUDENT INVOLVEMENT (OSI): The mission of the Office of Student Involvement (OSI) is to provide quality programs, services, and leadership opportunities that enrich students' academic endeavors and enhance the campus environment. Students and staff collaborate to develop programs and services which

encourage students' personal growth, to promote civic responsibility, to embrace differences, and to connect students to the campus and the community.

OFFICE OF STUDENT RIGHTS AND RESPONSIBILITY (OSRR): The Office of Student Rights and Responsibilities promotes a campus climate of integrity, civility, accountability and student well-being by providing a wide array of resources, education, and support services for the university community. The OSRR office is comprised of: Student Conduct, Integrity and Ethical Development and Student Care Services. OSRR also oversees the Golden Rule Student Handbook, The UCF Creed and Title IX-related reports perpetrated against students.

RECREATION AND WELLNESS CENTER (RWC): The UCF Recreation and Wellness Center (RWC) comprises many programs, such as Intramural Sports, Sports Clubs, Outdoor Adventure, Fitness, and Aquatics. The RWC is open to all students; paid memberships are available for non-students. The RWC offers a vast array of state-of-the-art facilities, includes a custom climbing wall, tennis courts, sand volleyball courts, a disc golf course, numerous intramural sports fields, a leisure pool, and an outdoor lap pool.

SOCIAL JUSTICE AND ADVOCACY (SJA): The mission of Social Justice and Advocacy (SJA) is to promote an equitable campus environment where all are assured that diversity, in its many forms, is valued. We will support efforts to increase equal access to campus resources and opportunities, while cultivating inclusiveness to the least advantaged members of the campus community. SJA will advocate to decrease obstacles that prevent students from succeeding at the University of Central Florida.

STUDENT LEGAL SERVICES (SLS): The office of Student Legal Services provides enrolled students at UCF with legal counseling and court representation in various areas of the law. The staff attorneys interview each client individually to advise in the areas of law that concern the student. Cases which are not covered by the program guidelines are referred to appropriate agencies or private attorneys through a lawyer referral service.

STUDENT UNION: The UCF Student Union strives to create an innovative and inclusive environment acting as a catalyst for campus engagement. We are committed to building community by providing programs and experiences that foster student development within quality facilities

THE VETERANS ACADEMIC RESOURCE CENTER (VARC): VARC is your one-stop solution to your needs as a student veteran. We provide offices, study space and lounge space, as well as access to a number of university offices, in one central

location. At the Veterans Academic Resource Center, our goals are to: Help you understand and ensure your access to all of the campus resources available to you; Help you succeed by providing study space and special tutoring at your convenience; Help UCF faculty and staff understand your unique needs as a student veteran; Provide you with the tools you need to stay on track and finish your degree.

WELL-BEING

**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:**

87

**TOTAL
ATTENDANCE:**

9,799

COUNSELING AND PSYCHOLOGICAL SERVICES (CAPS): CAPS serves as an essential mental health resource for UCF students by providing high quality culturally competent, clinical and outreach services and a nationally renowned training program.

STUDENT CARE SERVICES (SCS): Student Care Services (SCS) offers guidance, resources, and referrals to UCF students who are experiencing a distressing situation which significantly impacts academic or personal success. Student Care Services supports students experiencing academic or personal concerns by providing a comprehensive network of resources.

STUDENT HEALTH SERVICES (SHS): The mission of UCF Student Health Services is to provide excellent healthcare that delivers value and promotes lifelong well-being to the UCF community.

WELLNESS AND HEALTH PROMOTIONS (WHPS): To promote a culture of well-being where students identify and practice lifelong skills that improve the quality of life.

HOUSING

TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:

TOTAL
ATTENDANCE:

23 | 2,452

HOUSING AND RESIDENCE LIFE (HRL): The mission of the Department of Housing and Residence Life is to provide students living in university housing with safe, well-maintained facilities and programs that are conducive to student learning and success.

NEIGHBORHOOD RELATIONS AND SAFETY EDUCATION: The Neighborhood Relations and Safety Education office is a one stop shop for all of your off-campus living needs. Neighborhood Relations and Safety Education Office works and involves the student neighborhood information, contact, relationship, and development.

UNIQUE CATEGORY

TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:

TOTAL
ATTENDANCE:

4 | 555

CREATIVE SCHOOL: We believe that all children have the basic right to be educated in a safe and nurturing environment. All children should be provided with time, space, and opportunities needed to discover, accept, and develop themselves to their highest potentials.

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ADVISING PROGRAMS:

**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:**

80

**TOTAL
ATTENDANCE:**

52,038

FIRST YEAR ADVISING AND EXPLORATION

SUMMER ACCESS PROGRAM

Summer 2017

Attendance: 282

Purpose: Summer Bridge program for selected students who must meet all program requirements to be admitted for the fall 2017 semester. FYAE provides the academic advising support for this population

Departments hosting and collaborators: FYAE, SARC, & MASS

WELCOME EXPO

August 23, 2017

Attendance: 3036

Purpose: Welcome event for new and returning students.

Department hosting and collaborators: FYAE, University Colleges and Departments, Student Organizations, UCF Offices, and area Vendors/businesses

HONORS ADVISING KNIGHTS

September 18 & 19

Attendance: 507

Purpose: Assist Burnett Honor Students with their spring 2018 registration

Department hosting and collaborators: FYAE, Burnett Honors College, College Academic Advising Offices

PHI ETA SIGMA NATIONAL HONOR SOCIETY INDUCTION

November 21, 2017

Purpose: Induction ceremony for FTIC students who had achieved a 3.5 or higher GPA during the fall or spring of their first year in college

Department hosting and collaborators: FYAE, Phi Eta Sigma National Honor Society, and Phi Eta Sigma student leadership

KNIGHT WATCH PROGRAM

New program started in fall 2017 & spring 2018

Attendance: 197 (fall), 257 (spring 2018)

Purpose: Provide additional academic support for FTIC students with a summer term GPA of 2.00–2.59

Department hosting and collaborators: FYAE, Lead Scholars Academy, and Student Academic Resource Center

NACADA WEBINARS ON ACADEMIC ADVISING CORE COMPETENCIES

Fall 2017 and spring 2018 (7 different webinars)

Purpose: These webinars were sponsored by NACADA to assist all academic advisor's professional development opportunities to enhance the student experience.

Department hosting and collaborators: FYAE and College Advising offices

FIRST YEAR EXPERIENCE

LINK PROGRAMS

Events held throughout the 2017–2018 academic year

Purpose: LINK (Learning and Interacting with New Knights) is an education and involvement based program to help first-time-in-college (FTIC) and new Transfer students become engaged with the campus and UCF community.

Department hosting and collaborators: Varies per event; most SDES offices, and many outside of the division and FYE

OUT-OF-STATE STUDENT MENTORING PROGRAM (OSSM)

Fall 2017

Attendance: 596 students in OSSM, 109 students in the Living Learning Community

Purpose: The Out of State Student Mentoring program is a first-year transition program to connect out of state first time in college (FTIC) students to UCF and the Orlando communities. Involvement includes connecting students to on campus events and resources via their assigned peer mentor. Students are offered unique, discounted excursions in the Orlando area to help connect them to their new home. Students have the opportunity to live in the optional living learning community where they connect with other out of state peers on their residence hall floor.

Department hosting and collaborators: FYE, FYAE, Housing & Residence Life, RWC

SLS 1501 FRESHMAN SEMINAR 2017–2018 academic year

Attendance: Enrollment in SLS 1501 for the 2017–2018 academic year was 1,459 FTIC students, offered Summer B, Fall, and Spring semesters. **Purpose:** All read and participate in an engaging class discussion around “Embracing Diversity and Disabilities” as part of the textbook. Strategies for Success (SLS 1501) is a 3-credit hour elective letter grade course designed to assist students in transitioning to the University and collegiate life. In a small engaging classroom setting, the course helps students build a strong academic foundation by developing important life and study skills.

Students also learn and apply critical thinking skills towards diversity and social justice issues, career-readiness and other topics that promote student success persistence through the first year and beyond.

Department hosting and collaborators: First Year Experience College of Community Innovation and Education

O-TEAM COURSE: CULTURAL PROFICIENCY UNIT

February 6–February 15, 2018

Purpose: To introduce to the Orientation Team the concepts of individual identity, diversity, inclusion, stereotypes and the impact inclusive language can have on individuals. The importance of being accepting of others is emphasized in preparation for their work with new students and their guests throughout Orientation this summer.

Department hosting and collaborators: First Year Experience

ORIENTATION EVENING PROGRAM: “THE RESPONSIBLEKNIGHT”

Summer 2018

Attendance: All incoming FTIC students were required to attend session as part of Orientation.

Purpose: The Responsible Knight program focused on introducing incoming FTIC students to campus resources, what it means to be part of the UCF community, and their responsibility to create an environment that is safe, inclusive, and positive. The students were educated on bystander intervention and discussed with O-Teamers how to handle real-life scenarios.

Department hosting and collaborators: First Year Experience, Green Dot, and Victim Services

COMMON READ PROGRAM

2017–2018 academic year

Attendance: 7,000 FTIC students

Purpose: All FTIC students received High Price: A Neuroscientist’s Journey of Self-Discovery (2014) text during their respective orientation date. The Common Read Program Learning Outcomes are: (a) build a sense of community among students via a common experience that will create connections and assist with their academic and social transition to university life; (b); To

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provide students an opportunity to understand diverse perspectives; (c) To create a foundation for students to explore values and ethics; (d) Challenge students to self-reflect upon their life story and impact using major themes from the selected text.

Department hosting and collaborators: First Year Experience and Burnett Honors College

FLORIDA CONSORTIUM OF METROPOLITAN RESEARCH UNIVERSITIES

FCIHE SUMMER INSTITUTE

July 13, 2017

Purpose: To engage secondary colleagues through collaboration and opportunities of professional development and technical assistance in the growing options of inclusive postsecondary education at Florida's universities and state and technical colleges for their students with ID during and upon exiting the K-12 system.

Department hosting and collaborators: Inclusive Education Services, Dining Services, UCF Student Union, Florida Diagnostic & Learning Resources System, Project 10, Orange County Public Schools, Down Syndrome Foundation of Florida, and Florida Inclusion Network

HARTWICK SYMPOSIUM: SELF-ADVOCATES

February 2, 2018

Purpose: To provide inclusive postsecondary students and staff with resources to assist with enhancing existing programs as well as information about what comes after college.

Department hosting and collaborators: FL Self-Advocates Network'd, ABLE United, Florida Developmental Disabilities Council, Inc., Mobility Works, Florida Center for Inclusive Communities, APD, Disability Rights Florida, Treasure Coast Down Syndrome Awareness Group.

INCLUSIVE EDUCATION SERVICES

THE EVOLVING STORY OF INTELLECTUAL DISABILITIES

November 7, 2017

Purpose: Inform attendees on intellectual

disabilities and explain the IES program at UCF and how it benefits students with intellectual disabilities

Department hosting and collaborators: Inclusive Education Services

MULTICULTURAL ACADEMIC AND SUPPORT SERVICES

MASS STUDENT SUCCESS CONFERENCE

August 25–27, 2017

Attendance: 102

Purpose: To engage participants on the following five design principles: a) creating a framework for a college-going, college-staying and college graduating culture; b) exploring and resolving underlying cultural and campus related issues which impede the educational achievement of males; c) motivating and inspiring males towards educational achievement and degree attainment; and d) building community partnerships with state colleges, state universities, community-based organizations and community stakeholders.

Department hosting and collaborators: Multicultural Academic and Support Services

NATIONAL MALE STUDENT SUCCESS CONFERENCE

October 19–21, 2017

Attendance: 118

Purpose: To engage male students and conference participants while preparing students for success in the 21st Century and beyond. The conference served to create a college-going, college-staying and college-graduating culture.

Department hosting and collaborators: Multicultural Academic and Support Services

TRANSFORMING STUDENT SUCCESS CONFERENCE TRIO LEADERSHIP CONFERENCE

October 19–21, 2017

Attendance: 250

Purpose: The Pre-College track features sessions focused on raising awareness and inspiring high school students to pursue college majors, earn their degrees, and lead successful lives. College track focused on increasing access to UCF's co-curricular and student leadership opportunities,

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programs, support services, and resources.

Department hosting and collaborators:

Multicultural Academic and Support Services

MASS WELCOME BACK BASH

January 10, 2018

Attendance: 425

Purpose: To engage FTIC and transfer students with learning about resources, campus departments and student organizations across the campus.

Department hosting and collaborators:

Multicultural Academic and Support Services

CARIBBEAN WELCOME KNIGHT

February 16, 2018

Attendance: 200

Purpose: To network and provide support services, campus resources, and community information to students at welcome session for Puerto Rico and US Virgin Island students. The event was a networking and engagement opportunity for students.

Department hosting and collaborators:

Multicultural Academic and Support Service

FLORIDA REACH POSITIVE PATHWAYS STATE CONFERENCE (FORMER FOSTER CARE YOUTH)

May 9-10, 2018

Attendance: 100

Purpose: To offer valuable networking opportunities as well as trainings and workshops on best practices used around the state and nation to increase the number of students from foster care that enroll in and graduate from postsecondary institutions. The goal of the conference, which is among the first of its kind in the nation, was to increase the number of former foster youth who enroll in and graduate from colleges, universities and technical education programs in Florida. The liaisons help to ensure students have access to campus resources and accurate information as they navigate their post-secondary educational careers.

Department hosting and collaborators:

Multicultural Academic and Support Services

CAREER EXPO 2019

Spring 2018

Attendance: 100

Purpose: Network with different companies for the possibilities of jobs and or internships

Department hosting and collaborators:

Multicultural Academic, Support Services, and Career Services

ACCESS PROGRAM

2017-2018 academic year

Attendance: 364

Purpose: To offer a six-week summer component and an academic enhancement component that spans the fall and spring semesters to First time In College (FTIC) students beginning at UCF. The program assisted diverse students with making a smooth transition from high school to college.

Department hosting and collaborators:

Multicultural Academic and Support Services

STUDENT SUCCESS FIRST GENERATION

2017-2018 academic year

Attendance: 915

Purpose: To increase the number of students persisting towards graduation in the first-generation programs who receive guidance, support, and program resources.

Department hosting and collaborators:

Multicultural Academic and Support Services

STUDENT SUCCESS MINORITY MALES

2017-2018 academic year

Attendance: 1436

Purpose: To increase the number of students persisting towards graduation in the MASS support services who receive guidance, support, and program resources.

Department hosting and collaborators:

Multicultural Academic and Support Services

BROTHER TO BROTHER PROGRAM (B2B)

2017-2018 academic year

Purpose: To provide academic, career, leadership development, social and financial support to multicultural or first-generation undergraduate males who are enrolled part- or full-time at UCF. The program offered leadership development, career exploration, academic skill building, and social enrichment activities.

Department hosting and collaborators:

Multicultural Academic and Support Services

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KNIGHT ALLIANCE NETWORK PROGRAM (FOSTER CARE YOUTH)**2017-2018 academic year**

Purpose: To serve as a one-stop shop for foster care youth as they transition to UCF. The Knight Alliance Network (KAN) program provides guidance, support, resources, advocacy, financial literacy, and a place of belonging for foster care youth enrolled at the University of Central Florida. Our goal was to provide support services and a place where students can have a voice as they persist towards graduation at UCF. The KAN mentoring program aimed to clarify the college experience, assist students as they navigate through the university landscape, and help students prepare for success.

Department hosting and collaborators:
Multicultural Academic and Support Services

DREAM US RECEPTION**September 06, 2017**

Purpose: To provide networking opportunities for DREAMers receiving the scholarship who are highly motivated and plan to earn a college degree from the university.

Department hosting and collaborators:
Multicultural Academic and Support Services

DARE TO DREAM**Spring 2018****Attendance:** 100

Purpose: To provide awareness of the resources available to them on campus.

Department hosting and collaborators:
Multicultural Academic, Support Services, and MSC

DACA/DREAMERS PEP RALLY**Spring 2018**

Purpose: To provide general up to date information on scholarship and campus resources.

Department hosting and collaborators:
Multicultural Academic and Support Services

DACA/DREAMERS ORIENTATION**Spring 2018**

Purpose: General up to date information on scholarship and campus resources.

Department hosting and collaborators:
Multicultural Academic and Support Services

ANNUAL MULTICULTURAL TRANSFER PROGRAM**September 19, 2017**

Purpose: To provide Multicultural Transfer Students with a healthy entry to university life, where they can take advantage of networking and professional development opportunities. By becoming involved in transfer focused activities, they are less likely to experience “transfer shock.”

Department hosting and collaborators:
Multicultural Academic and Support Services

STATE COLLEGE DAY**February 19, 2018**

Purpose: To engage diverse students in the admissions and transfer process to UCF i.e. Greek Life, Admissions process, Financial Aid process and Student Involvement activities at UCF.

Department hosting and collaborators:
Multicultural Academic and Support Services

MULTICULTURAL NETWORKING RECEPTION**Spring 2018****Attendance:** 100

Purpose: Meet and greet with different campus partners and departments

Department hosting and collaborators:
Multicultural Academic and Support Services

MASS ON-LINE**2017-2018 academic year****Attendance:** 1285

Purpose: To engage students in MASS On-line through academic support services, modules, quizzes, and one on one support.

Department hosting and collaborators:
Multicultural Academic and Support Services

WORKSHOPS/LUNCH AND LEARN PROGRAM**2017-2018 academic year****Attendance:** 966

Purpose: To provide multicultural and first-generation students with an opportunity to engage with a UCF faculty or staff member outside the classroom.

Department hosting and collaborators:
Multicultural Academic and Support Services

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SCHOLARSHIPS AND WAIVERS**2017-2018 academic year**

Purpose: To provide multicultural and first-generation students with financial support to reduce the need to work full-time and to reduce loan debt.

Department hosting and collaborators:
Multicultural Academic and Support Services

STUDENT ACHIEVEMENT RECOGNITION PROGRAMS (ACCESS PROGRAM CLOSING CEREMONY, EXCELLENCE IN ACTION ANNUAL RECOGNITION CEREMONY AND NGUZO SABA GRADUATION CEREMONY)

2017-2018 academic year

Attendance: 521 ACCESS Program Closing Ceremony; 425 Excellence in Action Ceremony; 100 Nguzo Saba Graduation Ceremony

Purpose: Unknown

Department hosting and collaborators:
Multicultural Academic and Support Services

HISPANIC HERITAGE MONTH CLOSING CEREMONY**October 12, 2017****Attendance:** 200

Purpose: To provide multicultural and first-generation students with financial support to reduce the need to work full-time and to reduce loan debt.

Department hosting and collaborators:
Multicultural Academic and Support Services - Staff member Chair

BLACK FACULTY AND STAFF ASSOCIATION 24TH ANNUAL JOSEPH C. ANDREW'S ANNUAL MENTORING CELEBRATION

January 19, 2018**Attendance:** 500

Purpose: Unknown

Department hosting and collaborators:
Multicultural Academic and Support Services - Staff member Chair

STUDENT ACADEMIC RESOURCE CENTER**NOSTRESS ZONE: REDUCING TEST TAKING ANXIETY****9/21/17**

Purpose: Does the thought of a looming test get you nervous and shaky? Learn tips to help you breeze through your next test stress free

Department hosting and collaborators: Student Academic Resource Center

THE NEXT LEVEL: PREPARING FOR PROFESSIONAL SCHOOL**9/26/17**

Purpose: Wondering how to become competitive for med school, law school or another health-professional school? Join the Office of Pre-Health and Pre-Law Advising staff to learn how their office can assist you in pursuing a Pre-Professional program.

Department hosting and collaborators: Student Academic Resource Center

BRING YOUR "A" GAME: GETTING A'S USING TIME MANAGEMENT**10/3/17**

Purpose: Develop techniques necessary to become an effective time manager. Learn how to prioritize, make effective lists, and become better at multi-tasking and studying.

Department hosting and collaborators: Student Academic Resource Center

STUDY SMARTER, NOT HARDER: STUDY SKILLS & TEST PREPARATION**10/12/17**

Purpose: Learn from our experts the tricks of the trade on how to prepare for your exams.

Department hosting and collaborators: Student Academic Resource Center

STAYING AHEAD OF THE GAME: AVOIDING PROCRASTINATION**10/24/17**

Purpose: Learn why students procrastinate, how to identify it and how to overcome the procrastination cycle. Learn how to be more effective and successful here at UCF.

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Department hosting and collaborators: Student Academic Resource Center

NO STRESS ZONE: REDUCING TEST TAKING ANXIETY

10/31/19

Purpose: Does the thought of a looming test get you nervous and shaky? Learn tips to help you breeze through your next test stress free!

Department hosting and collaborators: Student Academic Resource Center

FINAL EXAM PREPARATION

11/16/17

Purpose: Are you starting to feel overwhelmed in preparing for final exams? Learn how to regain control and make finals week a week of success.

Department hosting and collaborators: Student Academic Resource Center

STUDY UNION

12/2/1-12/8/17

Attendance: 11,634 including in-person, live streaming and recorded sessions

Purpose: To provide final exam review sessions to students.

Department hosting and collaborators: Student Academic Resource Center, Student Union and Office of Student Involvement

BRING YOUR "A" GAME: GETTING A'S USING TIME MANAGEMENT

1/16/18

Purpose: Develop techniques necessary to become an effective time manager. Learn how to prioritize, make effective lists, and become better at multi-tasking and studying.

Department hosting and collaborators: Student Academic Resource Center

STUDY SMARTER, NOT HARDER: STUDY SKILLS & TEST PREPARATION

1/23/18

Purpose: Learn from our experts the tricks of the trade on how to prepare for your exams.

Department hosting and collaborators: Student Academic Resource Center

GOAL SETTING

2/8/18

Purpose: Wondering what GPA is needed to make President's List? Learn what strategies are necessary to make this goal a reality.

Department hosting and collaborators: Student Academic Resource Center

NOTETAKING

2/13/18

Purpose: Do you every wish you could press the rewind button during lecture? Is your notebook filled with information you can't absorb? Take a note from the experts on how to best refine your learning process and incorporate audio recording into your class.

Department hosting and collaborators: Student Academic Resource Center

BRING YOUR "A" GAME: GETTING A'S USING TIME MANAGEMENT

2/21/18

Purpose: Develop techniques necessary to become an effective time manager. Learn how to prioritize, make effective lists, and become better at multi-tasking and studying.

Department hosting and collaborators: Student Academic Resource Center

STAYING AHEAD OF THE GAME: AVOIDING PROCRASTINATION

2/27/18

Purpose: Learn why students procrastinate, how to identify it and how to overcome the procrastination cycle. Learn how to be more effective and successful here at UCF.

Department hosting and collaborators: Student Academic Resource Center

NO STRESS ZONE: REDUCING TEST TAKING ANXIETY

3/20/18

Purpose: Does the thought of a looming test get you nervous and shaky? Learn tips to help you breeze through your next test stress free!

Department hosting and collaborators: Student Academic Resource Center

FLORIDA EQUITY REPORT BY DEPARTMENT, PROGRAM, AND FUNCTIONAL AREAS | 2017-2018

FINAL EXAM PREPARATION**4/10/18**

Purpose: Are you starting to feel overwhelmed in preparing for final exams? Learn how to regain control and make finals week a week of success.

Department hosting and collaborators: Student Academic Resource Center

STUDY UNION**4/22/18-4/24/18**

Attendance: 15,771 including in-person, live streaming and recorded sessions

Purpose: To provide final exam review sessions to students.

Department hosting and collaborators: Student Academic Resource Center, Student Academic Resource Center, Student Union and Office of Student Involvement

STUDY SMARTER, NOT HARDER: STUDY SKILLS & TEST PREPARATION**6/28/18**

Purpose: Learn from our experts the tricks of the trade on how to prepare for your exams.

Department hosting and collaborators: Student Academic Resource Center and University Housing

GOAL SETTING AND MOTIVATION**7/10/18**

Purpose: Wondering what GPA is needed to make President's List? Learn what strategies are necessary to make this goal a reality.

Department hosting and collaborators: Student Academic Resource Center and University Housing

FINAL EXAM PREPARATION**7/19/18**

Purpose: Are you starting to feel overwhelmed in preparing for final exams? Learn how to regain control and make finals week a week of success.

Department hosting and collaborators: Student Academic Resource Center and University Housing

STUDENT ACCESSIBILITY SERVICES**DISABILITY RIGHTS, BARRIERS AND YOU 10/10/17**

Purpose: Led by Student Accessibility Services, this interactive workshop will explore some of the greatest disability barriers that exist in day-to-day activities. The discovery will lead to a paradigm shift in how disability is viewed. Everyone who attends will be able to identify at least one action-item take-away that they can use to contribute to a more accessible and inclusive environment for people with disabilities.

Department hosting and collaborators: Student Accessibility Services

DISABILITY IN THE MEDIA**12/15/17**

Purpose: Led by Student Accessibility Services, this interactive workshop explores how disability is portrayed in the media and can impact our social mindset toward the concept.

Department hosting and collaborators: Student Accessibility Services

DISABILITY RIGHTS, BARRIERS AND YOU 3/5/18

Purpose: Led by Student Accessibility Services, this interactive workshop will explore some of the greatest disability barriers that exist in day-to-day activities. The discovery will lead to a paradigm shift in how disability is viewed. Everyone who attends will be able to identify at least one action-item take-away that they can use to contribute to a more accessible and inclusive environment for people with disabilities.

Department hosting and collaborators: Student Accessibility Services

CREATING ACCESSIBLE VIDEOS**3/6/18**

Purpose: This workshop guides participants on different options to make videos accessible.

Department hosting and collaborators: Student Accessibility Services

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DISABILITY IN THE MEDIA**Date:** 3/7/18**Purpose:** Led by Student Accessibility Services, this interactive workshop explores how disability is portrayed in the media and can impact our social mindset toward the concept.**Department hosting and collaborators:** Student Accessibility Services**BARRIERS BE GONE ESCAPE ROOM ACTIVITY****3/23/18****Purpose:** Based on the popular escape room game concept, Student Accessibility Services and Inclusive Education Services challenge teams to be locked in a room full of barriers. Players need to learn about accessibility and inaccessible approaches in order to solve the clues to escape.**Department hosting and collaborators:** Student Accessibility Services**CREATING ACCESSIBLE VIDEOS****4/25/18****Purpose:** This workshop guides participants on different options to make videos accessible.**Department hosting and collaborators:** Student Accessibility Services**SDES TRIO CENTER****TRIO—TALENT SEARCH/PROJECT REACH: SUMMER CONNECT PROGRAM
July 11-19, 2017****Purpose:** The Summer Connect Program provided Pre-collegiate students (middle school-high school) with a “college student for a day” experience.

The program included campus and housing tours and course planning. Students engaged in a number of workshops: “College: fact or fiction”, “Get it together for college”, “Financial Literacy: Understanding how to pay for college”, “Who wants to be a millionaire”, “Ins and Outs of Student Success” and “Understanding the Power of One.” Students also completed the challenge course

Department hosting and collaborators: SDES TriO Center, Recreation and Wellness, College of Engineering, College of Arts & Humanities, College of Science, Office of Student Financial Assistance, and Housing & Residence Life.**TRIO—STUDENT SUPPORT SERVICES, TALENT SEARCH & UPWARD BOUND: FLORIDA TRIO STUDENT LEADERSHIP CONFERENCE****October 19-21, 2017****Attendance:** There were 225 in attendance.**Purpose:** We hosted the Florida TRIO Student Leadership Conference. The conference is for collegiate and pre-collegiate TRIO scholars. Dr. McCloud facilitated the Emerging Leaders Institute (ELI) and each TRIO Center program presented at least one session at the conference. We partnered with MASS and its Annual Male Student Success Conference to present this Transforming Student Success Conference 2017.**Department hosting and collaborators:** SDES TriO Center and Multicultural Academic Support Services**TRIO—STUDENT SUPPORT SERVICES, TALENT SEARCH, UPWARD BOUND & MCNAIR: TRIO WEEK****February 19-24, 2018****Attendance:** Over 200 people attended the various programs during the week.**Purpose:** We celebrate TRIO Week in celebration of the National TRIO Day of Service. Al Phillips from the Council on Opportunity in Education (the national TRIO organization) was the keynote speaker. We recognized Congresswomen Val Demings and Stephanie Murphy with our annual Friend of TRIO Award. Both supported TRIO programs at the national level.**Department hosting and collaborators:** SDES TriO Center**TRIO—STUDENT SUPPORT SERVICES: PRIME STEM & PROJECT BEST: NATIONAL TRIO DAY OF SERVICE****February 24, 2018****Purpose:** We volunteered at Harvest Time International on National TRIO Day (Saturday, February 24, 2018). The scholars folded sheets, towels, napkins, and tablecloths that were donated from Walt Disney World to assist families in Puerto Rico.**Department hosting and collaborators:** SDES TriO Center

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**TRIO—STUDENT SUPPORT SERVICES/
PRIME STEM: ENGINEERING LEARNING
COMMUNITY****Spring 2018**

Purpose: During the spring semester we developed an Engineering Learning Community for our scholars. The scholars meet three times during the semester and participated in the following activities: discussion on how to become a great engineer, panel discussion with an engineers in the field (Lockheed Martin and Walt Disney World), and a presentation from the Office of Undergraduate Research on the steps to take to begin the research process.

Department hosting and collaborators: SDES TriO Center, Office of Undergraduate Research, and College of Engineering

**TRIO—STUDENT SUPPORT SERVICES/
PRIME STEM: STEM CAREER ACADEMY
May 2, 2018**

Purpose: The third annual STEM Career Academy offered several workshops on career readiness, resumes, networking, graduate school, and a keynote address by Dr. Candice Bridge. Dr. Bridge is an Assistant Professor in the UCF Chemistry Department. The event was developed in response to the gap in post-graduate employment of first generation students and assists them in developing skills and knowledge that are needed for employment. The day concluded with a networking reception with eight industry representatives from the central Florida area from a diversity of fields including computer science, nursing, and solar energy. Attendees made several industry connections which can lead to opportunities for mentorship, internships, and career placement in the future.

Department hosting and collaborators: SDES TriO Center

**TRIO—TALENT SEARCH: PROJECT PACE
& PROJECT REACH: PROJECT PACE &
REACH SUMMER ACADEMY****June 12-28, 2018**

Purpose: The Talent Search Summer Academy was designed to provide pre-collegiate exposure to middle and high school participants through social development and college and career exploration.

Daily team building and leadership activities and exposed participants to different STEM careers and majors. High school seniors participated in a two day senior boot camp and received help in the beginning process of the college admissions process. The seniors participated in workshops on the college essay, financial literacy, the common application, and career services.

Department hosting and collaborators: SDES TriO Center, UCF Career Services, UCF Police, UCF Undergraduate Admissions, College of Medicine, Rosen College of Hospitality Management, Naval Air Warfare Center Training Systems Div. /Institute for Simulation & Training, Lockheed Martin, UCF Office of Student Financial Assistance and Lake Highland Preparatory School.

**TRIO—UPWARD BOUND: PROJECT
ACE, PROJECT EDGE & PROJECT RISE:
UPWARD BOUND SUMMER ACADEMY
June 10-July 27, 2018**

Purpose: The program provides opportunities for participants to succeed in their precollege performance and ultimately in their higher education pursuits. The program serves first-generation, low-income high school students. The goal of Upward Bound is to increase the rate at which participants complete secondary education and enroll in and graduate from institutions of postsecondary education. As a part of our six-week summer program, students will spend a week on our campus where they will reside in the dorm, eat in the dining hall, and engage in a rigorous academic curriculum. The purpose is to allow the students to experience first-hand, college life.

Department hosting and collaborators: SDES TriO Center, Financial Aid, Office of Academic Integrity, MASS, UCF Cares, Library, Institute for Simulation & Training, Recreation and Wellness, Rosen College of Hospitality Management, Undergraduate Admissions, Career Services, Office of Diversity and Inclusion, UCF Global. Students also took trips include Florida Holocaust Museum, Escape Room, Rollins College, and to the FL TRIO Summer Olympics (in Tampa).

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TRIO—UPWARD BOUND: PROJECT ACE, PROJECT EDGE & PROJECT RISE: TRIO FORUM “ACADEMIC SUCCESS UNDER CONSTRUCTION”**June 15, 2018****Attendance:** 110

Purpose: Guest speakers and TRIO Alumni interacted with Upward Bound Scholars to share their stories about their journey to a college degree. The students of Project EDGE created the theme, “Academic Success Under Construction” to express the changes they are making in their lives such as cutting out distractions, building better study habits, hitting the books, and measuring their success. These things serve as their building blocks for ensuring that they graduate from high school and for making them competitive for the rigorous college admission process. Speakers included Dr. Maribeth Ehasz, Dr. Daniel Jean, Montclair State University and Chief Cornita Riley, Orange County Corrections Department.

Department hosting and collaborators: SDES TriO Center

TRIO—TALENT SEARCH PROJECT PACE & REACH SUMMER ACADEMY: FINANCIAL LITERACY SERIES**Throughout the academic year**

Attendance: Workshops were facilitated for 268 first-generation and/or low-income students participating in the SDES TRIO Center. Attendance varied at each workshop

Purpose: These workshop were created to help scholars develop financial literacy tools. Topics included Debt Management, Healthy Eating on a Budget, Credit 101, Savings Smarts, Financial Literacy Plan, Salary Negotiations and Student Loan Repayment.

Department hosting and collaborators: SDES TriO Center, Fairwinds, Financial Aid & Adulting/Career Services. Adulting/Career Services.

TRANSFER & TRANSITION SERVICES**MAAPS PROGRAM, 1ST GENERATION STUDENT/FACULTY MENTORING PROGRAM****Mentoring program has been in existence since Fall 2018**

Purpose: To increase student engagement with faculty to promote student success

Department hosting and collaborators: Transfer & Transition Services and University Innovation Alliance (Faculty, Academic Deans, Career Services, SDES)

MAAPS PROGRAM**Started June 2016-April 2019**

Attendance: 90% of the 486 student treatment group

Purpose: To proactively engage first generation and/or Pell eligible students within the college environment. Through predictive analytics, the study seeks to identify which interventions have a positive impact on pre-determined success markers

Department hosting and collaborators: Transfer and Transition Services and University Innovation Alliance (SDES units (majority), Academic Colleges (all), Undergraduate Studies (iACE))

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ENROLLMENT SERVICES**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:****5****TOTAL
ATTENDANCE:****100,137****REGISTRAR'S OFFICE****PREFERRED NAME OPTION FOR
STUDENTS — ENHANCEMENTS TO
STUDENT SYSTEM****Continuous****Attendance:** Option available to over 68,000 currently enrolled students.**Purpose:** Allows students who identify with a particular gender that differs from what was on record when their information was originally entered into the database, to declare a preferred name. The preferred name will appear on grade rosters, class rosters, and in WebCourses so that faculty will correctly associate the student's preferred name with his or her student records. In addition, during the 2018-19 Academic Year, the preferred name is now displayed on the student ID card.**Department hosting and collaborators:** Registrar's Office, Center for Distributed Learning, UCF Card Services**COMMENCEMENT — ACCESSIBILITY
TEAM****August 5, 2017; December 15-17, 2017; May 3-5, 2018. This event is recurring 3X annually — August, December and May****Attendance:** Approximately 12,000 students participate in Commencement annually.**Purpose:** Within the Commencement team, the Registrar's Office appoints a small team to work specifically with students and their guests with disabilities to ensure that the event is fully accessible. In addition to coordinating logistics such as special seating, the Commencement

exercises now include captioning that is viewable to not only the guests in the audience but also the graduates on the floor.

Department hosting and collaborators: Registrar's Office, Student Accessibility Services**UNDERGRADUATE ADMISSIONS****KNIGHT FOR A DAY OPEN HOUSES,
ROSEN CAMPUS OPEN HOUSES AND
ADMITTED STUDENT OPEN HOUSES
(2017) July 22, Sept 23, Oct 28, Nov 3, Nov 18;
(2018) Jan 20, Feb 16, Mar 24, Apr 7, Apr 21****Attendance:** Prospective Students: 3,019; Total Guests 8,097**Purpose:** To introduce prospective students and their families to the University of Central Florida (including academic information, student support services, housing, financial assistance available, and co-curricular opportunities)**Department hosting and collaborators:** Hosted by Undergraduate Admissions in collaboration with all colleges and various departments throughout the university**INTERNATIONAL DIRECT CONNECT
TO UCF****October 13, 2017 and February 2, 2018****Purpose:** To promote educational opportunities available at UCF to international students currently studying at Valencia and looking to complete their education at UCF.**Department hosting and collaborators:** UCF Global, UCF Connect, Housing and Residence Life, RWC, and Undergraduate Admissions

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STUDENT ENGAGEMENT

**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:**

259

**TOTAL
ATTENDANCE:**

92,173

CAREER SERVICES

DARE2DREAM! PROFESSIONAL DEVELOPMENT AND MENTORSHIP SERIES September 9, 2017 and October 11, 2017

Attendance: 89 student participants in person, 938 views and 6 shares on Facebook Live

Purpose: An exciting new program was created to encourage earlier engagement for African American/Black, Latino/Latina, Low-income/Pell Grant students. The Dare2Dream! Professional Development and Mentorship Series included 2 events designed to better prepare students for success while at UCF. To date, these events have had 938 views and 6 shares on Facebook Live, in addition to the 89 student that participated in person.

Department hosting and collaborators: Career Services and MASS

WOMEN IN STEM: AIM HIGHER

October 18, 2017

Attendance: 103 student participants and 17 employer representatives from 15 companies

Purpose: This program was created to encourage women to pursue STEM fields by informing them of the wide range of STEM related academic and career opportunities. The event facilitated connections amongst successful female professionals and faculty, as well as STEM focused student support services. A primary goal will be to inspire a vision of success to help students overcome issues and challenges pervasive in STEM fields.

Department hosting and collaborators: Career Services, iSTEM, and the College of Education and Human Performance

2018 MULTICULTURAL NETWORKING EVENT

January 30, 2018

Attendance: 139 students and 24 employers participated in this event

Purpose: The 2018 Multicultural Networking Event gives students the opportunity to interact with employers that are seeking more interaction with diverse candidates for employment. As UCF's student population continues to increase and diversify at an equal rate; the scope of the event was to capture an audience that would benefit from the prospecting connections. The event also increased opportunities for students and alumni to network with employers who have diversity recruiting initiatives.

Department hosting and collaborators: Career Services and MASS

CAREER SERVICES WORKSHOPS AT THE ENGLISH LANGUAGE INSTITUTE

February 2, 2018

Purpose: Career Services facilitated three resume workshops for students in the UCF English Language Institute. The 60 students who attended are International students preparing to enter a 4 year program with many of their first choices being UCF.

Department hosting and collaborators: Career Services and UCF Global

LGBTQ+ EMPLOYER PANEL

March 6, 2018

Attendance: Students that attended the event in-person, watched the event live, had a reach of 1,664 people on Facebook, and 729 video views

Purpose: The partnership between Career Services and LGBTQ+ Services is not a new collaboration, but it is one that continues to grow and achieve new strength and achievements year after year.

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The highlight of this collaboration is the annual LGBTQ+ Employer Panel. The panel provides students a glimpse of the journeys that others have taken, and challenges they have faced, as members of the LGBTQ+ community entering the workplace. This event was live streamed through Facebook Live for the first time Spring 2018. In addition to the 19 students that attended the event in-person, 7 watched the event live, had a reach of 1,664 people on Facebook, and had 729 video views.

Department hosting and collaborators: Career Services and LGBTQ+ Services

RESEARCH, INTERNSHIP, AND CAREER PATHS WORKSHOP

April 6, 2018

Purpose: Career Services presented the “Research, Internship, and Career Paths” workshop on April 6th for the Brother to Brother program. It provided information on services and resources about establishing career paths and using high impact practices to gain competencies sought by employers. The workshop helped facilitate conversation around high impact practices which are essential for student success.

Department hosting and collaborators: Career Services and MASS

TARGETED POPULATIONS USE OF CAREER SERVICES

2017-2018 academic year

Attendance:

Special Populations	Handshake Log-ins	Appointments	Event Attendance
Operation 90%	135	17	8
Director's Award	275	20	70
Federal Work Study	3,154	67	290
Multicultural students	143,230	4,563	21,988
Males	97,605	2,868	15,214

Purpose: Engaging targeted populations to increase student success and career readiness is a priority for Career Services. After reviewing our engagement data for the 2017-2018 academic

year, we learned that multicultural students were engaging with Career Services at a high rate. In fact, they were the highest group amongst students seen for career counseling appointments representing 75% of our total appointments for the year.

Department hosting and collaborators: Career Services

FRATERNITY AND SORORITY LIFE

GREEK LEADERSHIP INSTITUTE/ FRATERNAL UNIVERSITY

First Six Weeks of IFC New Member Education Fall and Spring

Attendance: 433 students, 6 staff members

Purpose: To provide training to new community members on hazing, sexual assault, bystander intervention, alcohol and drug prevention, and how to become better fraternal members.

Department hosting and collaborators: Office of Fraternity and Sorority Life, Student Health Services, Green Dot and AVPs

CULTURAL COUNCIL'S RISK PREVENTION DAY

January 6, 2018

Purpose: To provide training to new community members on hazing, sexual assault, bystander intervention, alcohol and drug prevention, and safe zone training.

Department hosting and collaborators: Office of Fraternity and Sorority Life, Student Health Services, SJA, Victim Services and Green Dot

GREEK LEADERSHIP CHALLENGE TITLE IX WORKSHOP

January 27-29, 2018

Attendance: 125 students, 12 staff

Purpose: Continuing Education on Title IX, VAWA, UCF Non-Discrimination Policy, the roles organizations play on equality within membership

Department hosting and collaborators: Office of Fraternity and Sorority Life, Student Health Services, SJA, Green Dot and Outside partners

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U-TALK: GREEKS, DIVERSITY, WORKPLACE**March 20, 2018**

Purpose: Discuss and educate on equality and diversity in the workplace and how to use your network to better your experience. Also focused on using the experience to obtain a job

Department hosting and collaborators: Office of Fraternity and Sorority Life and Career Services

INTEGRITY AND ETHICAL DEVELOPMENT**ETHICS IN GRADUATE SCHOOL AND BEYOND****2 sessions Fall 2017**

Purpose: To bring an awareness to the area of ethics for graduate students to apply to their role while at UCF and in their future careers

Department hosting and collaborators: Integrity and Ethical Development and Graduate Studies

CONFLICT RESOLUTION**6 sessions Fall 2017**

Purpose: How to handle conflict in the workplace involving other peers

Department hosting and collaborators: Integrity and Ethical Development and SDES

ACTIVE LISTENING AND REPHASING**3 sessions Fall 2017**

Purpose: To provide tips and suggestions on how to actively listen to customers

Department hosting and collaborators: Rosen College of Hospitality Management and Integrity and Ethical Development

ACADEMIC INTEGRITY**3 sessions Fall 2017**

Purpose: To provide an awareness of what academic integrity and academic misconduct is considered at UCF

Department hosting and collaborators: Integrity and Ethical Development and Global UCF

COLLEGE LIFE SKILLS WORKSHOP SERIES**10 Workshops Fall 2017****Attendance:** 102

Purpose: To assist students in navigating their

college experience. Topics included Social Media, The Art of Email Etiquette, Reputation Building at UCF, Developing Ethical Standards, Picture Perfect Transcript, It's OK to Get a Zero, Consequences of Academic Misconduct, Can Using Sites Like Course Hero and Quizlet Get You in Trouble?, Before You Do That, Know This, Recommendation Letters

Department hosting and collaborators: Integrity and Ethical Development, SLS 1501, Lead Scholars, and LINK

ETHICAL DECISION MAKING**Spring 2018**

Purpose: How to make an ethical decision and follow through on saying something when witnessing unethical behavior by others

Department hosting and collaborators: Housing and Residence Life and Integrity and Ethical Development

DEVELOPING CONFLICT RESOLUTION SKILLS**Spring 2018**

Purpose: How to handle conflict in a student organization

Department hosting and collaborators: OSI and Integrity and Ethical Development

PROFESSIONALISM AND ACADEMIC INTEGRITY**Spring 2018****Attendance:** 5000+

Purpose: Provided tips and suggestions of how to demonstrate professionalism both inside and outside the classroom and what constitutes academic misconduct at UCF

Department hosting and collaborators: College of Business and Integrity and Ethical Development

HOW TO MEET WITH PROFESSORS**Spring 2018**

Purpose: To assist student in how to communicate with Professors via email and/or during office hours.

Department hosting and collaborators: Honors College and Integrity and Ethical Development

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CONFLICT RESOLUTION**2 sessions Spring 2018**

Purpose: How to handle conflict in the workplace involving other peers

Department hosting and collaborators: SDES and Integrity and Ethical Development

ACADEMIC INTEGRITY**3 classes - Spring 2018**

Attendance: 1000+ (3 SLS classes)

Purpose: To provide an awareness of what academic integrity and academic misconduct is considered at UCF

Department hosting and collaborators: College of Engineering and Computer Science and Integrity and Ethical Development

ETHICS IN GRADUATE SCHOOL AND BEYOND**3 sessions Spring 2018**

Purpose: To bring an awareness to the area of ethics for graduate students to apply to the role while at UCF and in their future careers

Department hosting and collaborators: Graduate Studies and Integrity and Ethical Development

ACADEMIC INTEGRITY**3 sessions Spring 2018**

Attendance: 118 (4 SLS classes)

Purpose: To provide an awareness of what academic integrity and academic misconduct is considered at UCF

Department hosting and collaborators: Global UCF and Integrity and Ethical Development

PERSONAL ACCOUNTABILITY IN A STUDENT ORGANIZATION**Spring 2018**

Purpose: To discuss personal accountability within a student organization and how behavior can impact a group

Department hosting and collaborators: Fraternity and Sorority Life and Integrity and Ethical Development

DEVELOPING ETHICAL STANDARDS**Spring 2018**

Purpose: To learn how to develop a personal code of ethics and combine one's personal code with

that of professional ethical standards

Department hosting and collaborators: First Year Experience and Integrity and Ethical Development

ACADEMIC INTEGRITY**Spring 2018**

Attendance: 126 (3 sessions)

Purpose: To discuss how to demonstrate academic integrity

Department hosting and collaborators: School of Social Work and Integrity and Ethical Development

COLLEGE LIFE SKILLS WORKSHOP SERIES**7 Workshops Spring 2018**

Attendance: 112

Purpose: To assist students in navigating their college experience. Topics included Social Media Etiquette, Picture Perfect Transcript, Before You Do That, Know This, Recommendation Letters, How to Make Ethical Decisions, Reputation Building at UCF, What do you stand for?

Department hosting and collaborators: SLS 1501, Lead Scholars, LINK and Integrity and Ethical Development

LEAD SCHOLARS ACADEMY**HEELS OF POWER****November 4, 2017**

Purpose: The Heels of Power Women's Leadership Institute is a one-day conference that focuses on leadership as it relates to women. The conference included topics on Social Media Branding, Personal Branding, and Unwritten Rules of Female Leadership

Department hosting and collaborators: Hosted by LEAD Scholars Academy

LEAD OUT LOUD SUMMIT**February 17, 2018**

Purpose: The Lead Out Loud Summit (hosted by the LEAD Scholars Academy) is a signature event of the Lead Out Loud Multicultural Leadership program. The purpose of the event is to provide leadership education to students with a focus on diversity. Students from USF were also in attendance.

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Department hosting and collaborators: Hosted by LEAD Scholars Academy

LEAD OUT LOUD LEADERSHIP PROGRAM

Offered each semester

Purpose: Lead Out Loud is an experiential program that focuses on the leadership development of multicultural students at the University of Central Florida. This program promises to enhance leadership skills, strengthen life skills and encourage positional leadership in this population of students at UCF. These are essential learning outcomes for students who will not only be retained by the university, but will be able to serve as effective leaders on campus and in the community.

Department hosting and collaborators: Hosted by LEAD Scholars Academy

INSPIRE WOMEN'S LEADERSHIP PROGRAM

Offered each semester

Purpose: Inspire Women's Leadership Program aims to provide leadership enhancement and empowerment opportunities for UCF women students. Through networking, mentoring, personal development, and experiential training, UCF women students will be prepared to hold various leadership positions on campus and in the work arena.

Department hosting and collaborators: Hosted by LEAD Scholars Academy

BLACK FACULTY AND STAFF ASSOCIATION/LEAD WELCOME BACK-HOMECOMING NETWORKING RECEPTION

October 11, 2017

Purpose: For current students to network with black alumni.

Department hosting and collaborators: LEAD Scholars, Social Justice and Advocacy, SGA, MASS, and OSI

MLK PARADE

January 13, 2018

Purpose: For current students to represent UCF at the parade

Department hosting and collaborators: LEAD Scholars, Social Justice and Advocacy, MASS, and OSI

OFFICE OF STUDENT CONDUCT

CULTURAL DIVERSITY

September 20, 2017

Purpose: Every individual does not come from the same background. People are raised to believe and abide by different rules in life. Many people have ingrained prejudices and stereotypes that we do not even realize. This session will help you to recognize your biases and how to remove them in hearings.

Department hosting and collaborators: UCF Global and the Office of Student Conduct.

CULTURAL DIVERSITY

September 22, 2017

Purpose: Every individual does not come from the same background. People are raised to believe and abide by different rules in life. Many people have ingrained prejudices and stereotypes that we do not even realize. This session will help you to recognize your biases and how to remove them in hearings.

Department hosting and collaborators: UCF Global and the Office of Student Conduct.

STUDENT MENTAL HEALTH DISCLOSURE

November 14, 2017

Purpose: What would you do if a student disclosed serious mental health concerns to you while you were in a hearing? This session will help answer that question for you! We will be teaming with staff in Student Care Services to discuss mental health concerns on our campus, and what your role is as a Student Conduct Hearing Officer in these cases.

Department hosting and collaborators: OSC, Student Care Services, and Counseling and Psychological Services

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CHECKING YOUR BIAS**February 6, 2018**

Purpose: All persons are able to have preconceived notations and beliefs about people or situations and are unaware of them. This training will focus on how to be aware of those biases during hearings, and how to prevent them from interfering with the hearing decisions.

Department hosting and collaborators: UCF Global and the Office of Student Conduct.

SAFE ZONE UCF**April 16, 2018**

Purpose: The UCF Safe Zone Series is a program for UCF students, staff and faculty members interested in showing visual support for gay, lesbian, bisexual, transgender or questioning (GLBTQ) persons at the University. This session will give you more insight on interacting with members of the GLBTQ community during hearings.

Department hosting and collaborators: Social Justice and Advocacy and the Office of Student Conduct.

OFFICE OF STUDENT INVOLVEMENT**VOLUNTEER UCF AND ALTERNATIVE BREAK PROGRAM STUDENT LEADER TRAINING****June 2017-May 2018**

Purpose: Training students to be aware of the potential hazards of providing charity to diverse populations. Students learned self-awareness, appreciation of difference, collaboration, and curiosity and questioning.

Department hosting and collaborators: OSI, Volunteer UCF Alternative Break Program

VIDEO CAPTIONING AND TRAININGS: PARENT AND FAMILY FUND GRANT PROJECT**June 2017-May 2018**

Purpose: To grow awareness of assessable video as an option and provide captioning services for videos produced and social media post.

Department hosting and collaborators: OSI Productions, Student Accessibility Services

KNIGHTQUEST & GLOBAL UCF**July 2017**

Purpose: Getting International Students Connected to UCF (SLS class)

Department hosting and collaborators: OSI, Knights of the RoundTable: KnightQuest

LAVENDER LUNCH**August 2017**

Purpose: Graduate Outreach (GO) tabled at this LGBTQ+ Services event to help bring awareness of UCF Resources to our LGBTQ+ graduate students.

Department hosting and collaborators: OSI, Graduate Outreach, and LGBTQ+ Services

HOSPITALITY SAFE ZONE TRAINING**September 15, 2017**

Purpose: Provide LGBTQ+ awareness training for those working in the Hospitality Industry

Department hosting and collaborators: OSI, Rosen Life, & LGBTQ+ Services

CHAT AND CHEW**September 2017**

Purpose: Collaborate on a Hispanic Heritage month event to discuss the Influence of Hispanic culture with graduate students

Department hosting and collaborators: OSI, Graduate Outreach

HABLAME**September 2017**

Purpose: provide an opportunity for students to share and hear experiences and stories around Hispanic heritage.

Department hosting and collaborators: OSI, Campus Activities Board

HISPANIC HERITAGE MONTH ART SHOWCASE**September 22, 2017**

Purpose: Attendants were informed about well-known artists within the Hispanic community and how they have impacted the arts and culture. The event opened with our keynote speaker, then a dance performance from Latin Rhythm. The keynote speaker presented about the history of Hispanic culture and tied in the event's theme:

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“Drawing Courage from the Past.” All attendants were encouraged to create their own art inspired by the 3 featured artists.

Department hosting and collaborators: OSI Volunteer UCF

HISPANIC HERITAGE MONTH LIVE STREAM

September 2017

Purpose: Live Stream the opening and closing ceremonies to the Connect Campus Students

Department hosting and collaborators: OSI, Knights of the Connection

PARTICIPA TÚ TAMBIÉN

September 28, 2017

Purpose: connecting Hispanic and Latino students to involvement opportunities across campus

Department hosting and collaborators: Office of Student Involvement

KNIGHTS GOT TALENT

October 11, 2017

Attendance: 1,500

Purpose: Showcase student talent from a wide variety of cultures and communities through intentional outreach.

Department hosting and collaborators: OSI, Homecoming

HOMECOMING INVOLVEMENT PRESENTATION

September 2017

Attendance: 100

Purpose: provide information to international students about the purpose of Homecoming, events, and ways to get involved. Presentation recruited more than 30 event volunteers from the international student community.

Department hosting and collaborators: OSI, Global UCF and English Language Institute

LATIN SPICE

September 2017

Attendance: 150

Purpose: Students were able to celebrate Hispanic Heritage Month with performance groups RUKUS, Latin Rhythm, and Collision as well as learn some dances.

Department hosting and collaborators: OSI, Campus Activities Board

SGA SENATE FALL RETREAT-DIVERSITY TRAINING

October 2017

Purpose: Educating student leaders on representation, access, diversity, and inclusion

Department hosting and collaborators: SGA Senate and OSI

KNIGHTS GOT TALENT

October 11, 2017

Attendance: 1,500

Purpose: Showcase student talent from a wide variety of cultures and communities through intentional outreach.

Department hosting and collaborators: OSI, Homecoming

UCF HOMECOMING FIREWORKS

October 13, 2017

Attendance: 3,500

Purpose: Present fireworks display with music intentionally selected to better reflect the student body (Spanish language music, etc.)

Department hosting and collaborators: OSI, Homecoming, and Late Knights (OSI)

HOSPITALITY DIVERSITY TRAINING

October 27, 2017

Purpose: Provide diversity awareness training for those working in the Hospitality Industry

Department hosting and collaborators: OSI, Rosen Life, & ODI

VISIBILITY: OPEN MIC

November 2017

Purpose: A discussion and open mic night around visibility within the LGBTQ community.

Department hosting and collaborators: OSI, Campus Activities Board with LGBTQ+ Services

KNIGHTQUEST & GLOBAL UCF

November 2017

Purpose: Getting International Students Connected to UCF (SLS class)

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Department hosting and collaborators: OSI, Knights of the RoundTable: Knight Quest, and Global UCF

TASTE OF HOSPITALITY

November 7, 2017

Attendance: 250

Purpose: Educate students on a variety of other cultures

Department hosting and collaborators: OSI, Rosen Life and Multicultural Student Center

VOLUNTEER UCF AUTISM WALK AND FAMILY FUN DAY VOLUNTEERING

November 11, 2017

Purpose: This event was a volunteering opportunity for UCF students to come out to support the Autism Society of Greater Orlando's Autism Walk and Family Fun Day event. The event is created to be a safe space for children with autism.

Department hosting and collaborators: OSI and Volunteer UCF

HOSPITALITY DIVERSITY TRAINING NOVEMBER 17, 2017

Purpose: Provide diversity awareness training for those working in the Hospitality Industry

Department hosting and collaborators: OSI, Rosen Life, & ODI

VARC GAME KNIGHT

November 2017

Purpose: Expose our graduate veteran students to ways to get involved

Department hosting and collaborators: OSI, Graduate Outreach, and VARC

BLACK HISTORY MONTH LIVE STREAM

January 2017

Purpose: Live Stream the BFSM Mentoring Breakfast speaker to our connect campus students

Department hosting and collaborators: OSI, KoTC, and Graduate Outreach

SGA SENATE SPRING RETREAT- IMPLICIT BIAS TRAINING

February 2018

Purpose: Create dialogue and discussion

surrounding implicit bias, sexism/racism in the workplace, etc.

Department hosting and collaborators: OSI and SGA Senate

HOSPITALITY SAFE ZONE TRAINING

February 9, 2018

Purpose: Provide LGBTQ+ awareness training for those working in the Hospitality Industry

Department hosting and collaborators: OSI, Rosen Life, & LGBTQ+ Services

HOSPITALITY DIVERSITY TRAINING

February 23, 2018

Purpose: Provide diversity awareness training for those working in the Hospitality Industry

Department hosting and collaborators: OSI, Rosen Life, & OD

DRAG DIVAS

March 2018

Attendance: 350, livestream: 800

Purpose: To provide awareness around the drag community and advocacy.

Department hosting and collaborators: OSI, Campus Activities Board, LGBTQ+ Services

UCF ALTERNATIVE BREAK PROGRAM: ELPORING THE INTERSECTIONALITY OF CIVIL RIGHTS, SOCIAL MOVEMENTS, AND SYSTEMS OF OPPRESSION IN SELMA, ALABAMA

March 11, 2018-March 17, 2018

Purpose: For this weeklong cultural immersion, we partnered with the Selma Center for Nonviolence and Reconciliation to explore the civil rights issues deeply rooted in our nation's history. We worked to create local sector-level changes in areas such as our justice system, economy, and social/cultural institutions that make Dr. King's vision of the Beloved Community a defining part of our everyday lives in Selma and beyond.

Department hosting and collaborators: OSI and VUCF Alternative Break Program

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**UCF ALTERNATIVE BREAK PROGRAM:
REFORM AND RESETTLEMENT IN
CLARKSTON: ALLEVIATING THE
REFUGEE CRISIS ONE FAMILY AT A
TIME, A REFUGEE RESETTLEMENT IN
CLARKSTON, GA****March 11, 2018–March 17, 2018**

Purpose: For this weeklong cultural immersion, participants were exposed to refugee resettlement by traveling to Clarkston, Georgia, a community rich in different cultures and experiences that has become a huge melting pot for recently settled refugees. Participants learned more about refugee resettlement and the experiences that they have had to endure by undergoing training.

Department hosting and collaborators: OSI and VUCF Alternative Break Program

**UCF ALTERNATIVE BREAK PROGRAM:
PRIDE: BUILDING FUTURE LEADERS
AND SAFER COMMUNITITES; LGBTQ
RIGHTS AND AWARENESS IN
CHARLOTTE, NC****March 11, 2018–March 17, 2018**

Purpose: For this weeklong cultural immersion, participants helped Campus Pride, which is the leading national educational organization for LGBTQ and ally college students and campus organizations, we educated volunteers about LGBTQ inclusion for youth on college and university campuses, in the social justice skills, community, and leadership development. Volunteering and educational activities included sports index outreach, LGBTQ perspective exhibit, online fair outreach, queer history, LGBTQ awareness projects, and LGBTQ & the Media.

Department hosting and collaborators: OSI and VUCF Alternative Break Program

**INTERNATIONAL STUDENT LUNCH
March 2018**

Purpose: Expose our International Graduate students with ways to get involved.

Department hosting and collaborators: OSI and Graduate Outreach

**KNIGHTQUEST & GLOBAL UCF
March 2018**

Purpose: Getting International Students Connected to UCF (SLS class)

Department hosting and collaborators: OSI, Knights of the RoundTable: Knight Quest, and Global UCF

**SGA SENATE GREEN DOT TRAINING
March 2018**

Purpose: Ensure Student Senators are well versed in bystander intervention and best practices regarding intervening in low and high-risk situations

Department hosting and collaborators: OSI, Green Dot, & SGA Senate

**HOSPITALITY DIVERSITY TRAINING
MARCH 30, 2018**

Purpose: Provide diversity awareness training for those working in the Hospitality Industry

Department hosting and collaborators: OSI, Rosen Life, & ODI

**AUTISM AWARENESS
April 2018**

Purpose: Bring Awareness of Autism to students in our UCF community at our Palm Bay Campus

Department hosting and collaborators: OSI and Knights of the Connection

**HOSPITALITY SAFE ZONE TRAINING
April 20, 2018**

Purpose: Provide LGBTQ+ awareness training for those working in the Hospitality Industry

Department hosting and collaborators: OSI, Rosen Life, & LGBTQ+ Services

**SGA SENATE SAFE ZONE TRAINING
July 2018**

Purpose: To ensure SGA Leaders are well versed in inclusive language, gender identity, sexual orientation, etc.

Department hosting and collaborators: OSI, SJA, & SGA Senate

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SGA SENATE FALL RETREAT-DIVERSITY TRAINING

October 2018

Purpose: Educating student leaders on representation, access, diversity, and inclusion. Department hosting and collaborators: OSI, SJA, & SGA Senate

SGA SENATE- ONGOING ONLINE DIVERSITY TRAINING FOR APPOINTED STUDENT SENATORS

Ongoing

Purpose: Educating student leaders on representation, access, diversity, and inclusion
Department hosting and collaborators: OSI, ODI, & SGA Senate

OFFICE OF STUDENT RIGHTS AND RESPONSIBILITIES

IT'S ON US TABLING

July 3, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.
Department hosting and collaborators: OSRR and Recreation and Wellness Center

CONTINUUM ACTIVITY-SUMMER B PROGRAMMING

July 3, 2017

Purpose: Students are placed in various scenarios on a continuum spanning from harmless to interpersonal violence to recognize how each scenario falls according to individual participants and how this relates to rape culture in our society
Department hosting and collaborators: OSRR and First Year Experience

OFFICE OVERVIEW-SUMMER B PROGRAMMING

July 5, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and the various resources available to students.
Department hosting and collaborators: OSRR and FYE

ORIENTATION TABLING

July 10, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.
Department hosting and collaborators: OSRR and FTIC

IT'S ON US TABLING

July 10, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.
Department hosting and collaborators: OSRR and Recreation and Wellness Center

ORIENTATION-OSRR STUDENT PRESENTATION

July 10, 2017

Attendance: 461
Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.
Department hosting and collaborators: OSRR and FTIC

ORIENTATION RESOURCE GAMESHOW

July 10, 2017

Attendance: 461
Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.
Department hosting and collaborators: OSRR and FTIC

ORIENTATION TABLING

July 12, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.
Department hosting and collaborators: OSRR and FTIC

ORIENTATION-OSRR STUDENT PRESENTATION

July 12, 2017

Attendance: 453
Purpose: To raise awareness of sexual violence and interpersonal violence and promote student

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success and wellness.

Department hosting and collaborators: OSRR and FTIC

ORIENTATION RESOURCE GAMESHOW

July 12, 2017

Attendance: 453

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYE

ORIENTATION TABLING

July 17, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYE

IT'S ON US TABLING

July 17, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and Recreation and Wellness Center

ORIENTATION-OSRR STUDENT PRESENTATION

July 17, 2017

Attendance: 395

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYE

ORIENTATION RESOURCE GAMESHOW

July 17, 2017

Attendance: 395

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYE

ORIENTATION TABLING

July 19, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYE

ORIENTATION-OSRR STUDENT PRESENTATION

July 19, 2017

Attendance: 336

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYE

ORIENTATION RESOURCE GAMESHOW

July 19, 2017

Attendance: 336

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYE

IT'S ON US TABLING

July 27, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

ORIENTATION TABLING

August 16, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYE

MOVE IN TABLING

August 18, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and Housing

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PEGASUS PALOOZA CARNIVAL

August 18, 2017

Attendance: 233

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYAE

BAGELS WITH TTS

August 22, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and TTS

WELCOME EXPO

August 23, 2017

Attendance: 363

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and FYAE

IT'S ON US TABLING

August 29, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

IT'S ON US TABLING

September 1, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

IT'S ON US TABLING

September 5, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

SAFETY FAIR

September 6, 2017

Attendance: 227

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and Victim Services

MONTHLY INTEREST MEETING

September 6, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

IT'S ON US TABLING

September 19, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

IT'S ON US TABLING

September 20, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

IT'S ON US TABLING

September 26, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

STUDENT UNION TABLING

October 2, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

LIGHT UP THE NIGHT TABLING

October 2, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

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Department hosting and collaborators: OSRR and Student Care Services

HEALTHY KNIGHTS EXPO

October 4, 2017

Attendance: 301

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and Health Services

ESCALATION WORKSHOP

October 5, 2017

Purpose: This One Love film-based discussion opens people's eyes to the warning signs of relationship abuse. The workshop consists of a film, titled Escalation, followed by a guided discussion led by a trained facilitator.

Department hosting and collaborators: OSRR

STUDENT UNION TABLING

October 10, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

ESCALATION WORKSHOP

October 11, 2017

Purpose: This One Love film-based discussion opens people's eyes to the warning signs of relationship abuse. The workshop consists of a film, titled Escalation, followed by a guided discussion led by a trained facilitator.

Department hosting and collaborators: OSRR

MONTHLY INTEREST MEETING

October 11, 2017

Purpose: Students meet during a monthly meeting to discuss current issues and raise awareness of sexual violence and interpersonal violence on a college campus.

Department hosting and collaborators: OSRR

NEPTUNE CARNIVAL

October 12, 2017

Attendance: 141

Purpose: To promote student success and

well-being by raising awareness over campus resources.

Department hosting and collaborators: OSRR and Housing

STUDENT UNION TABLING

October 16, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

IT'S ON US TABLING

October 17, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

FERRELL COMMONS TABLING

October 18, 2017

Attendance: 106

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

DON'T JUST STAND THERE

October 19, 2017

Purpose: Interpersonal violence prevention starts with you. Learn how to not just stand there when you see others being impacted by interpersonal violence and learn techniques to support someone impacted by these situations.

Department hosting and collaborators: OSRR

FERRELL COMMONS TABLING

October 19, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

WEEK OF ACTION KICKOFF

October 23, 2017

Attendance: 310

Purpose: To promote student success and well-being by offering prevention workshops.

Department hosting and collaborators: OSRR

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ESCALATION WORKSHOP**October 24, 2017**

Purpose: This One Love film-based discussion opens people's eyes to the warning signs of relationship abuse. The workshop consists of a film, titled Escalation, followed by a guided discussion led by a trained facilitator.

Department hosting and collaborators: OSRR

STUDENT UNION TABLING**October 24, 2017**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

TANGLED MOVIE NIGHT**October 24, 2017****Attendance:** 123

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and Student Care Services

FRESHU KITCHEN**October 25, 2017**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and UCF Cares

WEEK OF ACTION CAMPUS SHOWCASE**October 26, 2017**

Purpose: To promote student success and well-being by offering prevention workshops.

Department hosting and collaborators: OSRR

HEALTHY RELATIONSHIP BINGO**October 26, 2017**

Purpose: To raise awareness of interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

STUDENT UNION PATIO TABLING**October 30, 2017**

Purpose: To raise awareness of interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

FERRELL COMMONS TABLING**October 31, 2017**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

ESCALATION WORKSHOP**November 1, 2017**

Purpose: This One Love film-based discussion opens people's eyes to the warning signs of relationship abuse. The workshop consists of a film, titled Escalation, followed by a guided discussion led by a trained facilitator.

Department hosting and collaborators: OSRR and DGC/FSL

FERRELL COMMONS TABLING**November 1, 2017**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

MONTHLY INTEREST MEETING**November 1, 2017**

Purpose: Students meet during a monthly meeting to discuss current issues and raise awareness of sexual violence and interpersonal violence on a college campus.

Department hosting and collaborators: OSRR

STUDENT UNION PATIO TABLING**November 6, 2017**

Purpose: To raise awareness of interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

STUDENT UNION PATIO TABLING**November 6, 2017**

Purpose: To raise awareness of interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

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CAMPUS CONNECTIONS

November 7, 2017

Purpose: To raise awareness of interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and UCF Library

CONTINUUM ACTIVITY

November 13, 2017

Purpose: Students are placed in various scenarios on a continuum spanning from harmless to interpersonal violence to recognize how each scenario falls according to individual participants and how this relates to rape culture in our society

Department hosting and collaborators: OSRR

STUDENT UNION TABLING

November 14, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

FERRELL COMMONS TABLING

November 15, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

OPEN MIC TABLING

November 16, 2017

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and LGBTQ+ Services

ESCALATION WORKSHOP

November 19, 2017

Purpose: This One Love film-based discussion opens people's eyes to the warning signs of relationship abuse. The workshop consists of a film, titled Escalation, followed by a guided discussion led by a trained facilitator.

Department hosting and collaborators: OSRR and Delta Zeta

CAMPUS CONNECTIONS

November 21, 2017

Purpose: To raise awareness of interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and UCF Library

TITLE IX TRAINING IES STUDENT STAFF

January 5, 2018

Purpose: To educate student staff on their reporting obligations and learning about campus resources.

Department hosting and collaborators: OSRR and OIE

MASS WELCOME BACK BASH

January 10, 2018

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and Office of Institutional Equity

SET TRAINING

January 23, 2018

Purpose: To educate student staff on their reporting obligations and learning about campus resources.

Department hosting and collaborators: OSRR and Office of Institutional Equity

UCF CARES MOVIE NIGHT

January 23, 2018

Attendance: 350

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR and Student Care Services

SET TRAINING

January 31, 2018

Purpose: To educate student staff on their reporting obligations and learning about campus resources.

Department hosting and collaborators: OSRR and Office of Institutional Equity

SET TITLE IX TRAINING

February 5, 2018

Purpose: To educate student staff on their reporting obligations and learning about campus resources.

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Department hosting and collaborators: OSRR and OIE

ESCALATION WORKSHOP

February 5, 2018

Purpose: This One Love film-based discussion opens people's eyes to the warning signs of relationship abuse. The workshop consists of a film, titled Escalation, followed by a guided discussion led by a trained facilitator.

Department hosting and collaborators: OSRR

FERRELL COMMONS TABLING

February 7, 2018

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness.

Department hosting and collaborators: OSRR

MONTHLY INTEREST MEETING

February 13, 2018

Purpose: Students meet during a monthly meeting to discuss current issues and raise awareness of sexual violence and interpersonal violence on a college campus.

Department hosting and collaborators: OSRR

LBC VALENTINE DAY TABLING

February 14, 2018

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown campaign.

Department hosting and collaborators: OSRR and OIE

LBC VALENTINE DAY PRIZE RIDE

February 14, 2018

Attendance: 176

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown campaign.

Department hosting and collaborators: OSRR and OIE

ONE BILLION RISING LBC

February 14, 2018

Attendance: 218

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success

and wellness through UCF's homegrown campaign.

Department hosting and collaborators: OSRR, OIE and Victim Services

LBC MEN'S BASKETBALL GAME PRE-GAME FAIR

February 14, 2018

Attendance: 218

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown campaign.

Department hosting and collaborators: OSRR, OIE, Victim Services, Green Dot and UCF Cares

PHI BETA SIGMA: RELATIONSHIP ABUSE FEBRUARY 15, 2018

Attendance: 100

Purpose: Students learn how to identify and recognize red flags of unhealthy behaviors in relationships. Students watch a short video and discuss the cycle of abuse.

Department hosting and collaborators: OSRR and Office of Fraternity and Sorority Life

SCHOOL FOR PERFORMING ARTS

February 21, 2018

Purpose: To educate students on the Let's Be Clear campaign and reporting options. Students learn how to manage a disclosure, where to report, and various resources on campus.

Department hosting and collaborators: OSRR and OIE

DON'T JUST STAND THERE

February 21, 2018

Purpose: Interpersonal violence prevention starts with you. Learn how to not just stand there when you see others being impacted by interpersonal violence and learn techniques to support someone impacted by these situations.

Department hosting and collaborators: OSRR and Lead Scholars

ESCALATION WORKSHOP

FEBRUARY 21, 2018

Purpose: This One Love film-based discussion opens people's eyes to the warning signs of relationship abuse. The workshop consists of a film, titled Escalation, followed by a guided

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discussion led by a trained facilitator.

Department hosting and collaborators: OSRR

PHOTOVOICE

February 22, 2018

Purpose: This prevention program uses various learning styles to raise awareness of sexual violence and interpersonal violence by associating images and words.

Department hosting and collaborators: OSRR

LBC TABLING

February 27, 2018

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign

Department hosting and collaborators: OSRR

THEATRE DEPARTMENT TITLE IX SUPPORT

February 28, 2018

Purpose: To offer crisis intervention and support services for students who have been impacted by sexual violence and/or interpersonal violence in response to a media report.

Department hosting and collaborators: OSRR and OIE

ONE LOVE LEAD SCHOLARS

March 3, 2018

Purpose: This One Love film-based discussion opens people's eyes to the warning signs of relationship abuse. The workshop consists of a film, titled Escalation, followed by a guided discussion led by a trained facilitator.

Department hosting and collaborators: OSRR

HEALTH FAIR

March 5, 2018

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR

SAFE KNIGHT WEEK: CARNIVAL

March 5, 2018

Attendance: 240

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR, UCF Cares and RWC

SAFE KNIGHT WEEK: LET'S BE CLEAR WALK

March 6, 2018

Attendance: 160

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR and OIE

UCF CARES TABLING

March 7, 2018

Attendance: 180

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR and UCF Cares

CONSENT: FOCUS GROUP

March 22, 2018

Purpose: To assess and evaluate the campus interpretation of consent. Students share their preferred learning method and provide feedback to their ideal consent workshop.

Department hosting and collaborators: OSRR

LBC TABLING

March 22, 2018

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR

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KORT PRESENTATION**March 22, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR and KORT

LBC TABLING**March 27, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR

THE VAGINA MONOLOGUES**March 31, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR and Victim Services

LBC TABLING**April 5, 2018****Attendance:** 108

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR

FYE ORIENTATION TRAINING: SESSION 1**April 10, 2018**

Purpose: To educate student staff on their reporting obligations and learning about campus resources and the Let's Be Clear campaign.

Department hosting and collaborators: OSRR, Green Dot and FYE

FYE ORIENTATION TRAINING: SESSION 2**April 12, 2018**

Purpose: To educate student staff on their reporting obligations and learning about campus

resources and the Let's Be Clear campaign.

Department hosting and collaborators: OSRR, Green Dot and FYE

KAPPA KAPPA GAMMA: RELATIONSHIP VIOLENCE**April 16, 2018**

Purpose: Students learn how to identify and recognize red flags of unhealthy behaviors in relationships. Students watch a short video and discuss the cycle of abuse.

Department hosting and collaborators: OSRR and Office of Fraternity and Sorority Life

NEUROBIOLOGY OF TRAUMA**April 18, 2018**

Purpose: Student's learn about the neurological responses that victims have to trauma. Through this workshop, students learn how to identify these neurological responses to better aid the victims in getting the help and support they need.

Department hosting and collaborators: OSRR

LBC TABLING**April 19, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR

LBC TABLING**April 24, 2018****Attendance:** 116

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR

SAAM VICTIM SERVICES EVENT**April 25, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR and Victim Services

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ORIENTATION LEADER TITLE IX TRAINING**May 9, 2018****Purpose:** To educate student staff on their reporting obligations and learning about campus resources and the Let's Be Clear campaign.**Department hosting and collaborators:** OSRR and Victim Services**RA HOUSING TITLE IX/CLERY TRAINING****May 10, 2018****Purpose:** To educate student staff on their reporting obligations and learning about campus resources and the Let's Be Clear campaign.**Department hosting and collaborators:** OSRR and OIE**TRANSFER ORIENTATION LBC TABLING****May 11, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**FTIC ORIENTATION TABLING****May 21, 2018****Attendance:** 105**Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**FTIC ORIENTATION****May 23, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**LBC TRANSFER ORIENTATION TABLING****May 25, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**FTIC ORIENTATION****May 29, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**LBC FTIC ORIENTATION****May 31, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**FTIC LBC ORIENTATION****June 7, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**LBC FTIC ORIENTATION****June 11, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**FTIC LBC ORIENTATION****June 13, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR**LBC TRANSFER ORIENTATION****June 15, 2018****Purpose:** To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.**Department hosting and collaborators:** OSRR

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LBC FTIC ORIENTATION TABLING**June 18, 2018****Attendance:** 123

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR**LBC FTIC ORIENTATION TABLING****June 20, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR**TRANSFER ORIENTATION****June 22, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR**SUMMER B BLOCK PARTY****June 26, 2018****Attendance:** 235

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR**LBC FTIC ORIENTATION TABLING****June 26, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR**SUMMER KNIGHT PROGRAM: ATHLETICS****June 27, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR and UCF Athletics**TRANSFER ORIENTATION****June 28, 2018**

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR**LBC TRANSFER ORIENTATION****June 29, 2018****Attendance:** unknown

Purpose: To raise awareness of sexual violence and interpersonal violence and promote student success and wellness through UCF's homegrown sexual violence and interpersonal violence campaign.

Department hosting and collaborators: OSRR**RECREATION & WELLNESS CENTER****KNIGHT'S LEADERSHIP SERIES (KLS): IMPORTANCE OF INCLUSION: WHEELCHAIR BASKETBALL****November 14, 2017**

Purpose: Promote equity, diversity, inclusion respect and responsibility

Department hosting and collaborators: RWC**INCLUSIVE RECREATION EXPO****October 18, 2017****Attendance:** 197 participants

Purpose: Promote equity, diversity, inclusion respect and responsibility

Department hosting and collaborators: RWC**DIVERSITY ASSESSMENT: SERVING STUDENTS WITH DISABILITIES 2017-2018 Academic Year****Attendance:** 132 participants

Purpose: Promote equity, diversity, inclusion respect and responsibility

Department hosting and collaborators: RWC

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CULTURAL DANCE SERIES**SAMBA**

9/13/17

BELLY DANCE

11/14/17

AFRICAN DANCE

2/27/18

Purpose: The Cultural Dance Series is a partnership with the Multicultural Student Center to spread knowledge of other cultures through dance.

Department hosting and collaborators: RWC

WOMEN ON WEIGHTS

10/16/17

10/28/17

10/23/17

10/25/17

10/30/17

11/1/17

Purpose: Promote the use of resistance training for women to increase confidence on the weight floor.

Department hosting and collaborators: RWC

STUDENT ASSISTED WORKOUT (SAW) PROGRAM

2017-2018 Academic Year

Attendance: 474 sessions

Purpose: Promote active recreation and wellness for students with any physical ability

Department hosting and collaborators: RWC

WOMEN'S FLAG FOOTBALL CLINIC

August 29, 2017

Purpose: Promote inclusion within officiating

Department hosting and collaborators: RWC

UNIFIED FLAG FOOTBALL

September 23, 2017

Canceled due to Hurricane Irma

Purpose: Partnership with the Special Olympics to promote active recreation and wellness for students with all intellectual abilities

Department hosting and collaborators: RWC

INTERNATIONAL WEEK WORLD CUP

October 30, 2017-November 6, 2017

Attendance: 300 participants

Purpose: Promote equity, diversity, inclusion respect and responsibility

Department hosting and collaborators: RWC

SITTING VOLLEYBALL

November 8, 2018-November 29, 2017

Attendance: 104 participants

Purpose: Promote equity, diversity, inclusion respect and responsibility

Department hosting and collaborators: RWC

UNIFIED BASKETBALL

February 10, 2018

Attendance: 168 participants

Purpose: Partnership with the Special Olympics to promote active recreation and wellness for students with all intellectual abilities

Department hosting and collaborators: RWC

2V2 WHEELCHAIR BASKETBALL

November 8, 2018-November 29, 2018

Purpose: Promote active recreation and wellness for students with any physical ability

Department housing and collaboration: RWC

WHEELCHAIR TENNIS CLINIC

January 10, 2018

Purpose: Promote active recreation and wellness for students with any physical ability

Department housing and collaboration: RWC

SOCIAL JUSTICE AND ADVOCACY**CONSCIOUS THOUGHTS CAFÉ**

Fall 2017 & Spring 2018 Attendance: 142 (students and staff)

Purpose: Monthly dialogues that are centered on relevant social issues that impact the student body

Department hosting and collaborators: Social Justice and Advocacy

INTERFAITH DIALOGUE

Fall 2017 & Spring 2018 — 5

Purpose: Monthly dialogues that are centered on topics concerning faith and non-faith

Department hosting and collaborators: Social Justice and Advocacy

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HOLI**3/3/18****Attendance:** 500+ (students)**Purpose:** Indian holiday celebration of spring and festival of colors**Department hosting and collaborators:** MSC, Indian Student Association, and SGA**SOCIAL JUSTICE WEEK 2017****1/22-26/18****Attendance:** 867 (students, faculty, staff)**Purpose:** A collection of intentional events to engage the campus community in conversation about relevant social issues impacting the college experience.**Department hosting and collaborators:** Social Justice and Advocacy**TUNNEL OF OPPRESSION****January 26, 2018****Attendance:** 260 (students, faculty, staff)**Purpose:** This interactive experience provided participants with a greater understanding of various forms and levels of oppression.**Department hosting and collaborators:** Social Justice and Advocacy and Victim Services**LIVING OUT LOUD WITH NYLE DIMARCO****11/15/17****Attendance:** 825+/125 live stream viewing (students, faculty, and staff)**Purpose:** Provide an educational event about Chinese culture and celebrations**Impact:** This event provided an opportunity for the UCF deaf community to fully participate in a program designed intentionally for them**Department hosting and collaborators:** MSC and Student Accessibility Services**ALL GENDER LOVE****February 15, 2018****Attendance:** 200**Purpose:** Event to demonstrate and provide education that "love has no labels"**Department hosting and collaborators:** LGBTQ+ Services**DRAG DIVAS****March 21, 2017****Attendance:** 350/ 800+ livestream (students and staff)**Purpose:** Celebration and Educational event of Drag Culture.**Department hosting and collaborators:** LGBTQ+ Services and Campus Activities Board**LGBTQ+ HISTORY MONTH OPENING CEREMONY****10/3/17****Purpose:** Opening Ceremony for the LGBTQ+ History Month and provided a celebration of the LGBTQ+ Community**Department hosting and collaborators:** MSC**CITY OF ORLANDO MLK PARADE****January 13, 2018****Purpose:** Represent UCF in a local community event**Department hosting and collaborators:** MSC, LEAD Scholars Academy, & Community Relations**WHEN THEY CALL YOU A TERRORIST: A BLACK LIVES MATTER MEMOIR****2/28/18****Attendance:** 210 (students, faculty, and staff)**Purpose:** To engage the campus community in dialogue around race, diversity, privilege, and oppression**Department hosting and collaborators:** Social Justice and Advocacy, MSC, MASS, Parent & Family Fund Grant**DIA DE LOS MUERTOS****October 1, 2017****Attendance:** 700 (students)**Purpose:** Celebration of Mexican culture during Hispanic Heritage Month**Department hosting and collaborators:** MSC and Latino American Student Association**TASTE OF UCF****August 21, 2017****Attendance:** 3000+ (students, faculty, staff)**Purpose:** Provides the UCF campus community an opportunity to experience the cultural make-up of the university through food.**Department hosting and collaborators:** MSC

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CAMPUS PRIDE INDEX**August 2017**

Purpose: The Campus Pride Index provides detailed information concerning how LGBTQ+ friendly is a college/university based on services, policies, protections, and procedures

Department hosting and collaborators: LGBTQ+ Services

AIDS BANQUET**11/29/17**

Attendance: 280 (students, faculty, staff)

Purpose: Provide the UCF community with information and awareness concerning HIV and AIDS

Department hosting and collaborators: MSC, College of Education and Human Performance H.E.A.R.T. and Lambda Sigma Upsilon Latino Fraternity Inc.

SAFE ZONE TRAININGS (LGBTQ+ 101, ADVOCATES, COMING OUT, GOLD)**Fall 2016/Spring 2017**

Attendance: 804 (students, faculty, staff)

Purpose: Provide education and training to the UCF community on understanding, supporting, and being an Ally to the LGBTQ+ community.

Department hosting and collaborators: LGBTQ+ Services, ODI and CAPS

NGUZO SABA**May 1, 2017**

Attendance: 120 (students, faculty, staff, parents and family)

Purpose: Recognizes the academic achievements of Multicultural graduates at the University of Central Florida. The ceremony also celebrates the graduates' journey with their families. Each student receives a UCF embroidered Kente stole.

Department hosting and collaborators: MSC, MASS and BF

LAVENDER CELEBRATION**May 5, 2017**

Purpose: A graduation ceremony designed to honor graduating lesbian, gay, bisexual, transgender, queer, and ally students and their accomplishments at the University of Central Florida. Each student

receives a lavender stole or medallion.

Department hosting and collaborators: MSC & LGBTQ+ Services, UCF Foundation and PFSA

NUESTRA GRADUACION**May 3, 2017**

Attendance: 120 (students, faculty, staff, parents and family)

Purpose: Graduation celebration to recognize the academic achievement of Latin@X/Hispanic graduates and their families. Each student receives a UCF medallion.

Department hosting and collaborators: MSC, LaFSA, Crear Futuros, LASA

UCF REMEMBERS 6.12.16**6/14/18**

Purpose: Remembered the 49 individuals that lost their lives in the Pulse Nightclub shooting and recognized the UCF Knights that were also lost.

Department hosting and collaborators: Social Justice and Advocacy, UCF PD, OSI, Student Union, News & Information, and Marketing

STUDENT LEGAL SERVICES**NOPE-PART OF CLASS****July 5, 2017**

Attendance: 100+

Purpose: To inform students about legal services available to them and provide some useful legal tips.

Department hosting and collaborators: Student Legal Services and Multicultural Academic and Support Services

MEETING THE LEGAL NEEDS OF TRANSGENDER STUDENTS**July 12, 2017**

Purpose: To educate other SLS attorneys about transgender individuals and potential legal needs.

Department hosting and collaborators: National Legal Aid Defenders Association (NLADA)-SLS division and Student Legal Services

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PRESENTATION TO VICTIM SERVICES STAFF

July 18, 2017

Purpose: To educate victim services' staff about the services that we offer

Department hosting and collaborators: Victim Services and Student Legal Services

LAVENDER LUNCH (TABLING)

August 22, 2017

Purpose: Educate student about resources available to them at UCF

Department hosting and collaborators: LGBTQ+ Services and Student Legal Services

LANGUAGE INSTITUTE RESOURCE FAIR

August 25, 2017

Purpose: Educate students about resources available to them at UCF

Department hosting and collaborators: ELI and Student Legal Services

LIGHT UP THE NIGHT

October 2, 2018

Purpose: To educate and raise awareness on intimate partner violence

Department hosting and collaborators: victim Services, CAPS, UCF PD, and Student Legal Services

LANGUAGE INSTITUTE RESOURCE FAIR

October 20, 2018

Purpose: Educate students regarding resources available to them at UCF

Department hosting and collaborators: ELI and Student Legal Services

BLACK STUDENT UNION (RSO)

November 8, 2017

Purpose: To educate students about their legal rights when dealing with police and resources available to them.

Department hosting and collaborators: Black Student Union and Student Legal Services

ORIENTATION (TABLING)

January 2018

Purpose: Educate students regarding resources available to them at UCF

Department hosting and collaborators: UCF Global and Student Legal Services

LANGUAGE INSTITUTE RESOURCE FAIR (TABLING)

May 14, 2018

Purpose: Educate students regarding resources available to them at UCF

Department hosting and collaborators: ELI and Student Legal Services

PRESENTATION TO TRANS CARE TEAM

June 1, 2018

Purpose: Educate CAPS staff on the services we offer to transgender students

Department hosting and collaborators: CAPS and Student Legal Services

STUDENT UNION

#WEAREUCF MOSAIC PROJECT

October 2017

Attendance: 10,000

Purpose: Participants submitted photos of themselves and were then able to stick it onto an 8'x5' photo mosaic that created a large picture of the Knight statue outside of the football stadium. The project gave students, faculty, and staff the opportunity to see just how diverse UCF really is. 2,687 pictures were submitted for the mosaic.

Department hosting and collaborators: Student Union, Office of Student Involvement, Social Justice and Advocacy, Office of Diversity and Inclusion, Multicultural Student Center

STUDENT EMPLOYEE STAFF MEETING — DIVERSITY TRAINING

November 2017

Attendance: 200 students

Purpose: Took pictures and analyzed perceptions to draw back out to understand we only see part of each other but also finding unity and togetherness

Department hosting and collaborators: Student Union

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NEW STUDENT EMPLOYEE ORIENTATION — PERSONAL IDENTITY

Fall 2017 and Spring 2018

Attendance: 100 students**Purpose:** Help students identify and understand aspects of their personal identities, how to communicate about them to others, and recognizing barriers to disclosure.**Department hosting and collaborators:** Student Union**KNIGHTS HELPING KNIGHTS PANTRY: WEEKLY QUESTIONS****Ongoing****Purpose:** Volunteers answer a new question online weekly that educates them around issues of food insecurity and homelessness.**Department hosting and collaborators:** Student Union and Knights Helping Knights Pantry**CATERING EXEMPTION PROCESS****Ongoing****Purpose:** RSO's can choose an external caterer for their events to ensure as much authenticity as possible regarding desired cuisine for a cultural event.**Department hosting and collaborators:** Student Union**HALLWAY OF FLAGS****Ongoing****Purpose:** The main hallway that leads to Pegasus Grand Ballroom has a flag representing every enrolled student at UCF. Flags are reviewed yearly as new students are admitted.**Department hosting and collaborators:** Student Union**REFLECTION ROOM****Ongoing****Purpose:** The Student Union has provided a temporary Reflection Room to the campus community to allow patrons of all different beliefs and non-beliefs a peaceful opportunity to reflect, pray, or meditate. Construction of a permanent room complete with ablution spaces will complete in 2019.**Department hosting and collaborators:** Student Union**VETERANS ACADEMIC RESOURCE CENTER****NEW TRANSFER STUDENT VETERANS ORIENTATION PROGRAM****Recurring -20X per year between Summer 2016 to Spring 2017****Purpose:** Veterans continue to begin their Transfer Orientation day at the Veterans Academic Resource Center and receive their University Welcome from an administrator within the Veterans Academic Resource Center and/or Registrar's Office. Tours of VARC, programs, and resources offered exclusively to student veterans at UCF are reviewed before student vets are released to their academic advising sessions at same time as other transfer students.**Department hosting and collaborators:** Veterans Academic Resource Center**STUDENT VETERAN ENROLLMENT****Fall 2017****Attendance:** 1331 Veterans:

Male	1046	71.6%
Female	373	28.4

Of the 1331 who reported on ethnicity:

American Indian	32	2.4%
Asian	64	4.8%
Black	229	17.2%
Hispanic	260	19.5%
Not Hispanic	7	>1%
Not Specified	10	1%
Pacific Islander	6	>1%
White	719	54%

Purpose: The Veterans Academic Resource Center (VARC) recognizes and supports student veterans as they transition from military to student life. The VARC, a unit of the Registrar's Office, collaborates with the offices of Career Services, the Counseling Center, Student Academic Resource Center, Student Disabilities Services, and Transfer and Transition Services, and provides the home for Veteran Services.

VARC serves all veteran students and eligible dependents who are using VA educational benefits to further their education. The office provides information concerning entitlements, filing claims to the Department of Veterans Affairs (DVA), certifying enrollment at the University, and deferring tuition and fee payments. Veterans and

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eligible dependents must be certified through VARC each term to receive VA educational benefits.

Department hosting and collaborators: Veterans Academic Resource Center

UCF BEING NAMED “MILITARY-FRIENDLY” SCHOOL

September 2017

UCF amongst the top 15% “most military-friendly” schools in the country.

Purpose: G.I. Jobs Magazine and Victory Media recognized UCF as being among the top 15% “most military-friendly” schools in the country. Programming dedicated for student veterans, student veteran orientations, campus partnerships, and participation in the Yellow Ribbon program were some of the criteria that led to this recognition.

Department hosting and collaborators: Veterans Academic Resource Center

VETERAN EDUCATION TRAINING AND SUPPORT (V.E.T.S.)

October 2017

Purpose: With the Office of Diversity and Inclusion (ODI) the VARC hosted Veteran Education Training and Support (V.E.T.S.), a three hour training that provided an overview of the U.S. Armed Forces and how to interact our UCF student veterans. This program educated and informed the 24 UCF faculty, staff, and students who attended about the veteran culture, challenges, and resource at UCF.

Department hosting and collaborators: Veterans Academic Resource Center and Office of Diversity and Inclusion

VETERANS FLAG DAY

November 7, 2017

Purpose: To make community members aware of challenges for veterans in Orlando. For the fifth year in a row, the VARC initiated Veterans Flag Day. This event highlights the number of student veterans at UCF by planting one small American flag for each student veterans enrolled in the fall, thus illustrating the strength of the student veteran cohort to the UCF community. This year VARC had over 40 volunteers (UCF Staff and Students) from various UCF offices/departments, such as Global UCF, Recreation and Wellness Center, Office of Student Involvement, Army ROTC, and many

others who participated in this tradition.

Department hosting and collaborators: Veterans Academic Resource Center

STUDENT VETERAN ENROLLMENT

Spring 2018

1384 Veterans

Male	1000	72.3%
Female	384	27.7%

Of the 1384 who reported on ethnicity:

American Indian	33	2.4%
Asian	66	4.8%
Black	235	17%
Hispanic	288	20.8%
Not Hispanic	9	>1%
Not Specified	12	>1%
Pacific Islander	6	>1%
White	734	53.9%

Purpose: The Veterans Academic Resource Center (VARC) recognizes and supports student veterans as they transition from military to student life. The VARC, a unit of the Registrar’s Office, collaborates with the offices of Career Services, the Counseling Center, Student Academic Resource Center, Student Disabilities Services, and Transfer and Transition Services, and provides the home for Veteran Services.

Department hosting and collaborators: Veterans Academic Resource Center

VARC GRADUATING SENIOR RECOGNITION RECEPTION

May 2, 2018

Purpose: The VARC Graduating Senior Recognition Reception celebrated the SDES Strategic Priority of student learning and success by holding three receptions prior to each UCF Commencement (May, August, December) to recognize and celebrate Veterans completion of their degree program. Receptions included retired military Keynote Speakers, individual recognitions, and distribution of commemorative UCF- Veterans Academic Resource Center coin.

Department hosting and collaborators: Veterans Academic Resource Center, Transfer and Transition Services

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WELL-BEING**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:****87****TOTAL
ATTENDANCE:****9,799****COUNSELING AND PSYCHOLOGICAL SERVICES**OUTREACH, PREVENTION AND
PROGRAMMING SERVICES**HEALTHY KNIGHT EXPO****Fall: October 4, 2017****Attendance:** Over 1,132 (students, staff and faculty)**Purpose:** Increase the awareness of our diverse student, staff and faculty populations about campus resources; educate about diversity and inclusion related experiences**Department hosting and collaborators:** CAPS, RWC, SHS, WHPS as well as several invited SDES departments**SUICIDE PREVENTION EFFORTS QPR****QPR is ongoing Fall, Spring and Summer****Attendance:** 523 attendees (students, staff, faculty)**Purpose:** Increase the awareness of our diverse student, staff and faculty populations about suicide prevention; educate about diversity and inclusion related experiences as well as identifying high risk populations such as LGBTQ**Department hosting and collaborators:** Counseling and Psychological Services (CAPS)**FIELD OF MEMORIES: BE AWARE SHOW
YOU CARE EXHIBIT****Fall: September 27, 2017****Attendance:** 1100 participants.**Purpose:** The Field of Memories is a visual display of the 1100 college lives lost each year to suicide. We ask students and those passing by to write a message of hope to those who may be struggling with depression or a memorial message to someone they may have lost to suicide.**Department hosting and collaborators:** Counseling and Psychological Services (CAPS)**SAFE ZONE LEVEL 2****Ongoing throughout fall and spring****Attendance:** 223**Purpose:** The UCF Safe Zone Series (formerly known as Allies) is a program for UCF students, staff and faculty members interested in showing visual support for gay, lesbian, bisexual, transgender or questioning (LGBTQ) persons at the university. Members of the LGBTQ+ community, allies, and people wanting to learn more about LGBTQ+ issues are encouraged to attend the UCF Safe Zone trainings. The goal of these trainings is to promote a safe and welcoming environment across the UCF campus for people who identify as LGBTQ+.**Department hosting and collaborators:** CAPS and Department of Social Justice and Advocacy**KOGNITO****Used throughout the year: online****Purpose:** Kognito is an avatar/simulation online tool that allows users to enter a virtual environment and engage in role-play conversations with emotionally-responsive virtual humans. Through practice and receiving feedback, users learn and assess their competency to lead similar conversations in real life. CAPS offers two modules: Student veterans and LGBTQ+ populations.**Department hosting and collaborators:** CAPS**CLINICAL SERVICES****AUTISM CONNECTIONS SUPPORT GROUP****CAPS offers this support group weekly****Purpose:** For students with Autism and other related disorders who would like to work on improving interpersonal effectiveness skills, improve ways of connecting with others, and work on skills related to forming meaningful relationships.**Department hosting and collaborators:** CAPS

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BLACK EMPOWERMENT**CAPS offers this support group weekly**

Purpose: An empowering and supportive gender-inclusive group for Black students. This safe, confidential group allows for exploration of issues such as academics, family, relationships, self-esteem, body image, discrimination, while incorporating essential elements of interpersonal connection, ethnic identity and ally identity development.

Department hosting and collaborators: CAPS

GLB SUPPORT**CAPS offers this therapy group weekly**

Purpose: This group provides a safe space for individuals who identify as lesbian, gay, bi, queer, or questioning to explore and discuss their concerns. Possible topics include relationships, family, coming out, religion, discrimination, and homophobia. Students embrace their identity in a supportive environment.

Department hosting and collaborators: CAPS

GRAD CONNECTIONS**CAPS offers this therapy group weekly**

Purpose: This group helps students support one another through the many demands of graduate life. Academic and personal challenges are discussed, with an opportunity to understand and build meaningful relationships.

Department hosting and collaborators: CAPS

MI GENTE: LATINX SUPPORT THEN RENAMED RAICES (FALL 2017)**CAPS offers this therapy group weekly**

Purpose: This support group allows Latinx students to discuss feelings of belonging, family values, autonomy, cultural concerns, and discover their own sense of identity.

Department hosting and collaborators: CAPS

SISTER CIRCLE**CAPS offers this therapy group weekly**

Purpose: An empowering, supportive group for Black female students. It allows for safe, confidential exploration of issues such as family, relationships, self-esteem, beauty, body image, and academic difficulties. 94% of survey respondents agreed that the group “was very

effective and helpful overall.”

Department hosting and collaborators: CAPS

TRANS* SUPPORT**CAPS offers this therapy group weekly**

Purpose: This group is for persons who are seeking support in realization of one’s gender identity. Topics may include coming out, transitioning concerns, and other relevant issues.

Department hosting and collaborators: CAPS

WOMEN’S EMPOWERMENT**CAPS offers this therapy group weekly in the summer; twice a week in fall and spring semesters**

Purpose: This group is designed to provide a safe space for women to feel empowered to heal from unwanted sexual experiences, abuse, and unhealthy relationships.

Department hosting and collaborators: CAPS

WOMEN’S GROUP**CAPS offers this therapy group weekly**

Purpose: This group helps women to build self-esteem and self-acceptance, gain greater self-understanding, and to relate more comfortably to others.

Department hosting and collaborators: CAPS

MEN’S GROUP**CAPS offers this therapy group weekly**

Purpose: This group is aimed at helping men explore society’s unwritten rules and expectations while examining the impact of confining gender roles. Group members will learn to differentiate between external and internal pressures, learn to manage and express emotions, balance social/cultural expectations with personal life goals, enhance self-care, and redefine masculinity.

Department hosting and collaborators: CAPS

HEALTH SUPPORT GROUP**CAPS offers this therapy group weekly**

Purpose: This is a support group to empower and enhance wellness for students with chronic health conditions. Goals include improving self-care, increasing coping skills, discussing body

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image concerns, and learning how to set health boundaries with others.

Department hosting and collaborators: CAPS

TRAINING PROGRAM

POWER, PRIVILEGE, & OPPRESSION (TRAINING SEMINAR)

September 6, 2017

Purpose: Increase trainees' knowledge, skills, and awareness on multiculturalism and the self as emerging therapists

Department hosting and collaborators: CAPS

WORKING WITH LGBTQ CLIENTS (TRAINING SEMINAR)

October 4, 2017 & October 20, 2017

Purpose: Increase interns and trainees' clinical knowledge, skills, and awareness in working as therapists with LGB population

Department hosting and collaborators: CAPS

WORKING WITH TRANS* CLIENTS (TRAINING SEMINAR)

March 2, 2018 & March 7, 2018

Purpose: Increase interns and trainees' clinical knowledge, skills, and awareness in working as therapists with Transgender and Gender non-confirming students.

Department hosting and collaborators: CAPS

WORKING WITH LATINX CLIENTS (TRAINING SEMINAR)

September 27, 2017 & October 20, 2017

Purpose: Increase interns and trainees' clinical knowledge, skills, and awareness in working as therapists with Latinx identified students.

Department hosting and collaborators: CAPS

WORKING WITH INTERNATIONAL STUDENTS (TRAINING SEMINAR)

October 25, 2017 & February 23, 2018

Purpose: Increase interns and trainees' clinical knowledge, skills, and awareness in working as therapists with international students.

Department hosting and collaborators: CAPS

WORKING WITH VETERANS (TRAINING SEMINAR)

April 6, 2018

Purpose: Increase interns and trainees' clinical knowledge, skills, and awareness in working as therapists with Veteran students.

Department hosting and collaborators: CAPS

STAFF PROFESSIONAL DEVELOPMENT/ADDITIONAL HIGHLIGHTS

SDES INSTITUTE: RECOGNIZING AND RESPONDING TO STUDENTS IN DISTRESS, LGBTQ+ AND VETERANS EDITION

June 7, 2017

Purpose: Presentation provided through the 43rd annual SDES Institute. Attendees were intended to learn how to better serve our LGBTQ+ and Veteran students through Kognito an evidence-based, suicide prevention training program for university communities.

Department hosting and collaborators: CAPS

CAPS EQUITY AND INCLUSION COMMITTEE

Ongoing throughout fall and spring

Attendance: CAPS Staff and all who participate in services/programming

Purpose: Work on making CAPS an accessibly friendly environment with the help of Student Accessibility Services. On-going workshop series for MSC/MASS/Prime STEM/International Student Center, diversity education for staff, review of center paperwork including offering forms in Spanish.

Department hosting and collaborators: CAPS with SAS, MSC/MASS/Prime Stem

WORKING WITH LBGTQ POPULATION

September 6, 2017

Purpose: The Safe Zone Advocates training is the second in the series and was created to further individual knowledge and understanding of LGBTQ+ issues. The training is geared toward helping attendees explore, identify, and expose cultural biases and acquire skills necessary for

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advocating for marginalized populations.

Department hosting and collaborators: CAPS

IMPOSTER SYNDROME

January 6, 2018

Purpose: Impostor feelings are a common experience among many individuals, especially in the realm of higher education. The experience of being in college is typically seen as a time for identity development, academic achievement, and exposure to new people, thoughts, and ideas. Black and African-American students face a unique experience as student of color, especially learning to navigate through predominantly White institutions. This presentation seeks to inform clinicians about impostor feelings, how they impact Black and African-American students, and how to address these concerns in a clinical setting.

Department hosting and collaborators: CAPS

THE LIVED EXPERIENCES OF LATINO IMMIGRANTS THERAPISTS

January 6, 2018

Purpose: In an increasingly multiethnic society, psychologists have become increasingly aware of the need to become multiculturally competent. Despite the increased attention to the needs of minority clients in psychotherapy, a gap exists in the literature regarding the implications of being an immigrant in a therapist's clinical work. This workshop aim to fill this gap in the literature, focusing specifically on how immigration affected clinical practice and the therapeutic relationship from the perspective of an immigrant therapist. Presenter will introduce participants to her research with Latino immigrant therapists.

Department hosting and collaborators: CAPS

CASE CONFERENCE INTERSECTIONALITY

June 20, 2018

Purpose: Learning Objectives: (training processes you will see evidence that our interns have engaged in): Increase empathy. Increase multicultural competence. Identifying the complexity of social identity and the consequences of social location in the matrix of oppression, but in particular its emergence within psychological treatment. Go Beyond Addressing Model. Make connections across and/or within social locations

(of oppression and privilege) more visible within our clinical assessment, conceptualization, and approaches to treatment, and treatment interventions. Construct what's excluded. Discuss/generate/expand our clinical language, concepts, theories and interventions to better capture Intersectionality. A) Acknowledge the limitations of our culture-bound clinical language, concepts, theories and interventions. B) Use non-traditional sources and resources such as experiential knowledge of people of color, non-native English speakers, and clients that may be neuro-diverse when we assess, conceptualize and treat.

Department hosting and collaborators: CAPS

STUDENT CARE SERVICES

UCF CARES WEEK OF ACTION KICKOFF

October 23, 2017

Attendance: 150

Purpose: Educate students on UCF Cares Week of Action events related to wellbeing resources on campus for mid-semester. Week of Action intended to serve students in taking their own action in seeking self-help and self-care resources available to them. Campus partners attended as they hosted a small program throughout the week that they were able to advertise. Theme for the week was related to relationships and violence prevention.

Department hosting and collaborators: Student Care Services, Wellness and Health

UCF CARES WEEK OF ACTION: TANGLED MOVIE NIGHT

October 25, 2017

Attendance: 200

Purpose: Students viewed the film Tangled and presenter identified themes related to interpersonal relationship issues, and the resources available to students who may have identified with a situation in the film, or in prior cases. Resources were available to students through tabling by campus partners before the film viewing.

Department hosting and collaborators: Student Care Services, Office of Student Rights and

Responsibilities: It's on Us/Title IX violence prevention outreach team.

FLORIDA EQUITY REPORT BY DEPARTMENT, PROGRAM, AND FUNCTIONAL AREAS | 2017-2018

UCF CARES STAFF TRAINING**2017-2018 Academic Year**

Purpose: Providing ongoing training to support student success by incorporating and promoting diversity and inclusion through educating staff about building a culture of care on campus with departmental and online trainings

Department hosting and collaborators: Student Care Services

UCF CARES WEEK OF ACTION: RESOURCE SHOWCASE**October 26, 2017**

Purpose: Resource fair for campus partners represented through the UCF Cares initiative to give information on their areas and support they provide to students.

Department hosting and collaborators: Student Care Services, Office of Student Rights and

Responsibilities: It's on Us/Title IX violence prevention outreach team, Victim Services, Wellness and Health Promotion Services, Student Health Services, UCF PD

NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK: CANSTRUCTION**November 13, 2017****Attendance:** 130

Purpose: Opportunity for students to donate and showcase their food donations in a unique way to Knights Pantry for National Hunger and Homelessness Awareness Week representation.

Department hosting and collaborators: Student Care Services and Knights Pantry

NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK: COMMUNITY SERVICES SHOWCASE**November 14, 2017****Attendance:** 380

Purpose: Large resource fair including campus and community partners in educating students on services and support related to homelessness, food insecurity, and fiscal responsibility.

Department hosting and collaborators: Student Care Services, Knights Pantry, Arboretum, Local community resources.

NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK: COMMUNITY SERVICES SHOWCASE**November 16, 2017**

Purpose: Intimate presentation by staff and panel of students who represent multiple campus and community resources related to financial wellbeing, or who have received the Homeless Waiver.

Department hosting and collaborators: Student Care Services, Knights Pantry, Volunteer UCF.

UCF CARES MOVIE NIGHT-DOUBLE FEATURE-TANGLED AND FROZEN**January 23, 2018****Attendance:** 350

Purpose: Reiteration and education of relationship building and interpersonal issues for the start of the semester — resources and purpose of film viewing provided by brief presentation and tabling provided by campus partners.

Department hosting and collaborators: Student Care Services, WHPS, Title IX violence prevention outreach team.

SAFE KNIGHT WEEK CARNIVAL**March 5, 2018****Attendance:** 1500

Purpose: Carnival style event on Memory Mall which provides information about various resources and support services on campus, related to UCF Cares initiative.

Department hosting and collaborators: : Student Care Services, CAPS, WHPS, Student Health Services, Emergency Management, SGA, UCF PD, Recreation and Wellness Center

UCF CARES DAY**March 7, 2018****Attendance:** 250

Purpose: Large resource fair event which provides information about various resources and support services on campus, related to UCF Cares initiative.

Department hosting and collaborators: Student Care Services, CAPS, WHPS, Student Health Services, UCF PD, Recreation and Wellness Center

FLORIDA EQUITY REPORT BY DEPARTMENT, PROGRAM, AND FUNCTIONAL AREAS | 2017-2018

STUDENT HEALTH SERVICES**LIVING CROSSROAD-A LOOK AT INTERSECTIONAL IDENTITIES****July 14, 2017 8:30 am - 10:30 am**

Purpose: To understand that society likes to categorize people into neat little boxes. The problem is that identity is never that simple. We are all comprised of many different aspects of identity that impact one another. This workshop explored the concept of intersectionality and how that impacts experiences of oppression.

Department hosting and collaborators: Student Health Services and Office of Diversity and Inclusion

MICRO MESSAGES**July 27, 2017 8:30 a.m.-10:30 a.m.**

Purpose: To understand the impact of two types of messages we may send to one another through our actions and behaviors. (Micro-inequities and Micro-affirmations)

Department hosting and collaborators: Student Health Services and Office of Diversity and Inclusion

PEACE FILM SERIES SOCIAL CLASS IN AMERICA**August 3, 2017 8:30 a.m.-11:00 a.m.**

Purpose: To understand the impact that social class has on Americans and how it plays a role in all of lives.

Department hosting and collaborators: Student Health Services and Office of Diversity and Inclusion

PEACE FILM SERIES SOCIAL CLASS IN AMERICA**August 16, 2017 8:30 a.m.-11:00 a.m.**

Purpose: To understand the impact that social class has on Americans and how it plays a role in all of lives.

Department hosting and collaborators: Student Health Services and Office of Diversity and Inclusion

SUICIDE RISK ASSESSMENT AND MANAGEMENT**September 5, 2018 12:00 p.m.-1:00 p.m.**

Purpose: To better understand risk assessment and management of patients who may be considering suicide or harm to themselves

Department hosting and collaborators: Student Health Services Psychiatry Department

SAFE KNIGHT WEEK**March 5-9, 2018**

Purpose: To provide health and safety-related learning opportunities that will be useful during the following week's spring break and beyond through a series of interactive events to raise awareness about safety and well-being.

Department hosting and collaborators: Security and Emergency Management; UCF Police Department; Student Government Association; Recreation and Wellness Center; Green Dot; Environmental Health and Safety; Student Development and Enrollment Services; Wellness and Health Promotion Services; Student Health Services; Office of Student Rights and Responsibilities; Student Care Services; Office of Institutional Equity; and Counseling and Psychological Services.

EATING DISORDER AWARENESS WEEK (NEDA WEEK)**February 26-March 2, 2018**

Purpose: To bring students together and build a culture of self and body acceptance on this campus. The programming it to also help students become aware that if they are struggling with eating or body concerns, there is help for them here at UCF.

Department hosting and collaborators: Student Health Services, Counseling & Psychological Services, Recreation and Wellness Center, Wellness & Health Promotion Services, Student Care Services

MENTAL HEALTH AND SUBSTANCE USE DISORDERS RECOVERY SUPPORT**Monthly (ongoing)**

Purpose: Support for students in recovery from mental health and substance use disorders as well as support for those students seeking treatment for mental health and substance use disorders. Students with mental health and substance use disorders experience negative impacts related to stigma. A 2014 study by Johns Hopkins Bloomberg School of Public Health found one-third of respondents believed recovery from mental health and substance use disorders "was not possible." Negative attitudes toward persons with substance use disorders are more prevalent as compared to

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negative attitudes toward those with mental health disorder. The 2014 Hopkins study found nine of ten respondents were unwilling to have a person with a substance use disorder marry into their family and almost two-thirds were unwilling to work closely with an “addict” on a job.

Department hosting and collaborators: Student Health Services, Substance Use Disorders Clinic

WELLNESS AND HEALTH PROMOTION

RAPID HIV TESTING DAY

Aug. 23, 2017

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services

RAPID HIV TESTING DAY

Sept. 24, 2017

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services

RAPID HIV TESTING DAY AND TABLING EVENT

Oct. 18, 2017

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services

RAPID HIV TESTING DAY AND TABLING EVENT

Nov. 15, 2017

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services

RAPID HIV TESTING DAY AND TABLING EVENT

Nov. 13, 2018

Purpose: Discuss importance of safe sex practices and decision making.

Department hosting and collaborators: Wellness and Health Promotion Services, Lambda Theta Phi Fraternity, Inc. and Lambda Theta Alpha Sorority, Inc.

WORLD AIDS DAY RAPID HIV TESTING DAY AND TABLING EVENT

Dec. 1, 2017

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services, CAPS, LGBTQ+, SGA, MSC, and H.E.A.R.T.

RAPID HIV TESTING DAY AND TABLING EVENT

Feb. 7, 2018

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services

KNIGHTS LEARNING SERIES: ‘LET’S TALK SEX: A CULTURALLY COMPETENT APPROACH TO SEX TALK

Feb. 27, 2018

Purpose: Have a real conversation with student employees about their understanding and assessments that they make when making sexual decisions.

Department hosting and collaborators: Wellness and Health Promotion Services and RWC

RAPID HIV TESTING DAY AND TABLING EVENT

Mar. 7, 2018

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may at risk for contracting the virus.

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Department hosting and collaborators: Wellness and Health Promotion Services

RAPID HIV TESTING DAY AND TABLING EVENT

Apr. 11, 2018

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may be at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services

RAPID HIV TESTING DAY

May 16, 2018

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may be at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services

RAPID HIV TESTING DAY AND TABLING EVENT

June 27, 2018

Purpose: Combat the HIV epidemic by providing FREE HIV testing and Risk Reduction counseling services to students who may be at risk for contracting the virus.

Department hosting and collaborators: Wellness and Health Promotion Services

HEALTHY RELATIONSHIP WORKSHOP

July 6, 2017

Purpose: This workshop covers aspects of respect, communication, and negotiation in an interactive setting.

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE and Housing

TEA AND TED TUESDAY

7/11/17; 7/18/17; 7/25/17; 8/22/17; 9/4/17; 10/3/17; 11/7/19

Attendance: 101

Purpose: Wellness based Ted topics

Department hosting and collaborators: Wellness and Health Promotion Services

JOURNAL TO SELF-DISCOVERY

7/11/17

Purpose: Provides a space for UCF students to be present and mindful while channeling their creativity.

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE and Housing

FUN IN THE SUN WITH MULTICULTURAL STUDENT CENTER

7/12/17

Purpose: Share campus resources

Department hosting and collaborators: Wellness and Health Promotion Services, Multicultural Student Center & RWC

TKWL

7/12/17

Purpose: To Knights with Love is a campus chapter of More Love Letters, a global organization determined to brighten the days of strangers with handwritten letters.

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE & Housing

SEXUAL WELLNESS JEOPARDY

7/17/17

Purpose: Learn statistics, successful strategies, campus resources and valuable information on various aspects of wellness.

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE & Housing

COUPONING 101

7/20/17

Purpose: Learn the basics on how to coupon and save money on groceries and personal hygiene products.

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE & Housing

KNIGHT FOR A DAY

7/22/17; 9/23/17; 10/28/17; 11/18/17; 3/24/18; 4/7/18

Attendance: 310

Purpose: Prospective student open house

Department hosting and collaborators: Wellness and Health Promotion Services and Office of Undergraduate Admissions

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CONDOM RELAY**8/1/17****Purpose:** Prospective student open house**Department hosting and collaborators:** Wellness and Health Promotion Services, FYAE & Housing**LAVENDER LUNCH****8/22/17****Purpose:** The Lavender Lunch is an opportunity to discover important resources located across the UCF campus for LGBTQ+ students, as well as partners within the Central Florida community.**Department hosting and collaborators:** Wellness and Health Promotion Services and LGBTQ+ Services**GRADUATE STUDENT CENTER****8/23/17; 3/7/18****Purpose:** Share on campus resources**Department hosting and collaborators:** Wellness and Health Promotion Services and Graduate Studies**TKWL FOR IRMA RELIEF****9/13/17; 9/14/17****Purpose:** To Knights with Love is a campus chapter of More Love Letters, a global organization determined to brighten the days of strangers with handwritten letters.**Department hosting and collaborators:** Wellness and Health Promotion Services, FYAE & Housing**WELLNESS TABLING @ GLOBAL UCF****10/20/17****Purpose:** Share on campus resources**Department hosting and collaborators:** Wellness and Health Promotion Services and Global UCF**IT'S ON US TABLING****10/23/17; 10/26/17****Purpose:** It's On Us is a national awareness-raising campaign that encourages everyone to play an active part in preventing interpersonal violence, which includes sexual assault, relationship abuse, stalking and sexual harassment.**Department hosting and collaborators:** Wellness and Health Promotion Services, FYAE & Housing**TKWL FOR PRIDE DAY****10/25/17****Purpose:** To Knights with Love is a campus chapter of More Love Letters, a global organization determined to brighten the days of strangers with handwritten letters.**Department hosting and collaborators:** Wellness and Health Promotion Services and LGBTQ+ Services**FRESHU COOKING DEMO AND TABLING NATIONAL HUNGER AND HOMELESSNESS WEEK****11/14/17****Purpose:** Teach students how to incorporate fruits and vegetables into their diets**Department hosting and collaborators:** Wellness and Health Promotion Services and UCF Cares**TKWL HIV/AIDS AWARENESS WEEK****11/30/17****Purpose:** To Knights with Love is a campus chapter of More Love Letters, a global organization determined to brighten the days of strangers with handwritten letters.**Department hosting and collaborators:** Wellness and Health Promotion Services, Counseling & Health Promotion Services, and Social Justice and Advocacy**TABLING AT PIZZA WITH TRANSFER AND TRANSITION SERVICES****1/9/18****Purpose:** Transfer students awareness of campus resources**Department hosting and collaborators:** Wellness and Health Promotion Services, FYAE & Housing**STRESS AND SEXUAL WELLNESS TABLING WITH MASS****1/10/18****Purpose:** Education and awareness**Department hosting and collaborators:** Wellness and Health Promotion Services and Multicultural Academic and Support Services

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TKWL FOR UCF VICTIM SERVICES**2/9/18****Attendance:** 101

Purpose: To Knights with Love is a campus chapter of More Love Letters, a global organization determined to brighten the days of strangers with handwritten letters.

Department hosting and collaborators: Wellness and Health Promotion Services and Victim Services

NEDA WEEK TABLING**2/26/18**

Purpose: NEDA's movement towards inclusivity strives to send a message to individuals at all stages of body acceptance and eating disorders recovery that their stories are valid.

Department hosting and collaborators: Wellness and Health Promotion Services and Student Health Services

TKWL NEDA WEEK**2/26/18**

Purpose: To Knights with Love is a campus chapter of More Love Letters, a global organization determined to brighten the days of strangers with handwritten letters.

Department hosting and collaborators: Wellness and Health Promotion Services and Student Health Services

LET'S BE CLEAR WALK**3/6/18****Purpose:** Awareness

Department hosting and collaborators: Wellness and Health Promotion Services and Title IX

SEXUAL ASSAULT AWARENESS MONTH TABLING**4/25/18****Purpose:** Awareness

Department hosting and collaborators: Wellness and Health Promotion Services and Title IX

FRESHU KITCHEN WITH THE CREATIVE SCHOOL**6/20/18**

Purpose: Teach students how to incorporate fruits and vegetables into their diets

Department hosting and collaborators: Wellness and Health Promotion Services and Creative School for Children

FRESHU KITCHEN SUMMER B**6/25/18**

Purpose: Teach students how to incorporate fruits and vegetables into their diets

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE & Housing

SUMMER B BLOCK PARTY**6/26/18**

Purpose: Introduce FTIC Summer B students to services on campus

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE & Housing

SUMMER B JOURNAL TO SELF-DISCOVERY**6/27/18**

Purpose: Provides a space for UCF students to be present and mindful while channeling their creativity

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE & Housing

ORIENTATION TABLING

7/7/17; 7/10/17; 7/12/17; 7/14/17; 7/17/17; 7/19/17; 7/21/17; 7/27/17; 7/28/17; 8/15/17; 8/16/17; 8/18/17; 9/22/17; 10/27/17; 11/3/17; 12/1/17; 12/12/17; 12/14/17; 1/4/18; 1/5/18; 1/9/18; 1/24/18; 4/6/18; 4/20/18; 5/21/18; 5/23/18; 5/25/18; 5/31/18; 6/4/18; 6/7/18; 6/11/18; 6/13/18; 6/15/18; 6/20/18; 6/22/18; 6/26/18; 6/28/18; 6/29/18

Attendance: 1191

Purpose: Assist students and their families with the transition to attending and experiencing UCF

Department hosting and collaborators: Wellness and Health Promotion Services, FYAE, RWC & SU

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HOUSING**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:****23****TOTAL
ATTENDANCE:****2,452****HOUSING AND RESIDENCE LIFE****DIVERSITY READING SERIES-DEAR
WHITE AMERICA****July-August 2017****Purpose:** Staff development reading series that support staff and encourage dialogue in the areas of diversity, cultural awareness and inclusion.**Department hosting and collaborators:** Housing and Residence Life**DIVERSITY READING SERIES-HILLBILLY
ELEGY****September-December 2017****Purpose:** Staff development reading series that support staff and encourage dialogue in the areas of diversity, cultural awareness and inclusion.**Department hosting and collaborators:** Housing and Residence Life- Human Resources**DIVERSITY READING SERIES-BEHIND
THE BEAUTIFUL FOREVERS****January-April 2018****Purpose:** Staff development reading series that support staff and encourage dialogue in the areas of diversity, cultural awareness and inclusion.**Department hosting and collaborators:** Housing and Residence Life- Human Resources**GREEN DOT TRAINING CERIFICATION
March 2018****Purpose:** To support the UCF culture by giving staff the tools to successfully and confidently intervene and support students in distress.**Department hosting and collaborators:** Housing and Residence Life- Human Resources**DIVERSITY READING SERIES-THE
GLASS CASTLE****June 2018****Purpose:** Staff development reading series that support staff and encourage dialogue in the areas of diversity, cultural awareness and inclusion.**Department hosting and collaborators:** Housing and Residence Life- Human Resources**“WHAT IS SOCIAL JUSTICE?” TRAINING
January 2018, May 2018****Attendance:** 150 student staff members**Purpose:** Exploring the difference between diversity, inclusion, and social justice. In addition, exploring power, privilege, oppression, and ally ship.**Department hosting and collaborators:** Housing and Residence Life**SOCIAL JUSTICE IN THE LIFE OF AN RA
June 2018****Attendance:** 150 student staff members**Purpose:** Exploring the impact of social justice in the life of a resident assistant.**Department hosting and collaborators:** Housing and Residence Life**INTERSECTIONALITY DIALOGUE****February 2018****Purpose:** Exploring the difference between intersectionality and how it impacts identities.**Department hosting and collaborators:** Housing and Residence Life and Dr. Jennifer Sandoval, Associate Professor of Communication**HOW TO BE A DIALOGUE FACILITATOR****February 2018****Purpose:** Students engaged in a dialogue with a former student facilitator about how to facilitate peer dialogues.**Department hosting and collaborators:** Housing and Residence Life

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SECULAR AND RELIGIOUS MINORITY AWARENESS**February 2018****Purpose:** To explore and bring awareness the secular and religious minorities.**Department hosting and collaborators:** Housing and Residence Life and Tee Rogers**HISTORY OF THE LBGTQ+ COMMUNITY, GENDER, PRONOUNS AND ADVOCACY**
March 2018**Purpose:** Explore the history of the LBGTQ+ community and how to continue to be advocates for the community.**Department hosting and collaborators:** Housing and Residence Life and LBGTQ+ Services**ONLINE ACTIVISM MORE THAN A #**
January 2018**Purpose:** Exploring how effective online activism is to different social causes.**Department hosting and collaborators:** Housing and Residence Life**SOCIAL JUSTICE STUDENT LEADER COHORT****September 2017-present****Purpose:** Student leaders exploring social justice and facilitating peer-to-peer dialogues.**Department hosting and collaborators:** Housing and Residence Life**NEIGHBORHOOD RELATIONS & SAFETY EDUCATION****SDS INCLUSIVE EDUCATION SERVICES TRAINING****July 24, 2017****Purpose:** To orient, train, and update faculty and staff on our plan to serve, support, and assist students with intellectual disabilities. Neighborhood Relations and Safety Education staff participated in this training.**Department hosting and collaborators:** Office of Inclusive Education Services and Neighborhood Relations and Safety Education**SDS TITLE IX PART 1 AND PART 2 TRAINING****August 1, 2017****Purpose:** To orient, train, and remind faculty and staff on and of the current laws, regulations, and policies prohibiting gender and sexual harassment or discrimination at the university. Part II dealt with updates, reminders, and prevention.

Neighborhood Relations and Safety Education staff participated in this training.

Department hosting and collaborators: Title IX Office, The Office of Equity, Inclusion, and Diversity and Neighborhood Relations and Safety Education**BALANCING ACT OF SUPPORTING HISPANIC STUDENTS IN HISPANIC-SERVING INSTITUTIONS****August 29, 2017****Purpose:** To introduce and orient faculty and staff on the right balance and intentional atmosphere in which to serve and support Hispanic and all students of color. Neighborhood Relations and Safety Education staff participated in this training.**Department hosting and collaborators:** Office of Equity, Inclusion, and Diversity and Neighborhood Relations and Safety Education**BLACK MALE CONFERENCE/FL TRIO STUDENT LEADERSHIP CONFERENCE**
October 20, 2017**Attendance:** 118 students, faculty, and staff from across the State of Florida**Purpose:** To highlight and focus upon the plight and status of Black males nationally and locally and to formulate ways and means to address their issues. Neighborhood Relations and Safety Education staff participated in this training.**Department hosting and collaborators:** MASS, TRIO Office and Neighborhood Relations and Safety Education**2ND ANNUAL BRAZILIAN EDUCATION FAIR****October 28, 2017****Purpose:** To exhibit, present, and inform students, parents, and family members about the value and benefit of higher education. Neighborhood

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Relations and Safety Education staff served as an exhibitor and presenter.

Department hosting and collaborators: Brazilian Consulate and the Miami Office of Community Affairs and Neighborhood Relations and Safety Education

UCF PRESIDENTIAL SEARCH COMMITTEE VIDEOTAPE

November 8, 2017

Purpose: To inform, announce, and promote the UCF presidential search process and to present the search qualifications to the nation. A. J. Range was a featured staff member in this video.

Department hosting and collaborators: UCF Communications and Marketing and Neighborhood Relations and Safety Education

REV. DR. MARTIN LUTHER KING, JR. MEMORIAL PARADE

January 21, 2018

Attendance: 1,200 people

Purpose: To commemorate, honor, and celebrate the legacy and life of this slain American Icon in the community by bringing a diverse group of citizens together in the community. Neighborhood Relations and Safety Education staff served as a community judge.

Department hosting and collaborators: Oviedo Community Action Committee, The City of Oviedo and Neighborhood Relations and Safety Education

24RD ANNUAL JOSEPH C. ANDREWS MENTORING CELEBRATION

January 28, 2018

Attendance: 500 UCF faculty, staff, and students
Purpose: To honor the memory and work of an African American staff member and to recognize and celebrate mentoring of students on campus; A. J. Range provided the innovation.

Department hosting and collaborators: UCF Black Faculty and Staff Association and Neighborhood Relations and Safety Education

LEGACY MENTORING PROGRAM FOR MULTICULTURAL STUDENTS FACILITATED BY UCF FACULTY AND STAFF

2017-2018 academic year

Purpose: To encourage, inspire, mentor, and empower students of color to persist until graduation. Neighborhood Relations and Safety Education staff member served as a mentor.

Department hosting and collaborators: Office of Diversity, Equity, and Inclusion and Neighborhood Relations and Safety Education

MY BROTHER'S KEEPER TASK FORCE April 5, 2018-April 20, 2018

Purpose: To convene to plan, organize, and determine how this group might access funds through this national not for profit foundation. Neighborhood Relations and Safety Education serve on this task force.

Department hosting and collaborators: MASS, Office of Grants, Orange County School District and Neighborhood Relations and Safety Education

MALE MENTORING PROGRAM September 7, 2018

Purpose: To guide, support, assist, and retain male students at risk of student conduct issues

Department hosting and collaborators: Office of Student Conduct and Neighborhood Relations and Safety Education

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UNIQUE CIRCUMSTANCES

**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:**

4

**TOTAL
ATTENDANCE:**

555

CREATIVE SCHOOL

CREATIVE SCHOOL INTERNATIONAL DINNER

November 17, 2017

Attendance: 196

Purpose: The International Dinner celebrates the diversity of the children attending Creative School. For the dinner, each family brings a dish from their culture and shares a meal with other parents and children, while building relationships with other families. This year, some 47 countries were represented by our families.

Department hosting and collaborators:
Creative School

CSC CHINESE NEW YEAR CELEBRATION February 5, 2018

Attendance: 146

Purpose: The Chinese New Year Celebration provides the children, families and staff the opportunity to learn about Chinese New Year. Families share books, music and snacks with the children. The culmination event is the Dragon parade through the playground. This activity helps to bring awareness to other cultures and allows families to celebrate together.

Department hosting and collaborators:
Creative School

CSC HOLI FESTIVAL

March 20, 2018

Attendance: 173

Purpose: The Holi Festival celebrates the joy of color in this ancient Hindu festival. The children, families and staff participate by throwing colored powder on each other in the beautiful display of renewal. This activity helps to bring awareness to other cultures and allows families to celebrate together.

Department hosting and collaborators:
Creative School

CSC FLORIDA VOLUNTARY PRE- KINDERGARTEN PROGRAM

Yearly Initiative August 2017-May 2018

Purpose: Creative School for Children provides on-site access to student, staff and community parents of 4 year olds to the Florida Voluntary Pre-kindergarten program. These children receive free state-funded prekindergarten regardless of family income. Children are placed in a developmentally appropriate environment to help prepare them for kindergarten.

Department hosting and collaborators:
Creative School

APPENDIX: SDES DIRECTORY

ACADEMIC SERVICES FOR STUDENT-ATHLETES (ASSA)

Wayne Densch Center for
Student-Athlete Leadership
Room 105 | Zip +4: 0300
407.823.5895
assa.sdes.ucf.edu

ACTIVITY AND SERVICE FEE BUSINESS OFFICE (A&SF)

Student Union
Room 215 | Zip +4: 3230
407.823.5548
asf.sdes.ucf.edu

BUDGET AND PERSONNEL SUPPORT, SDES

Millican Hall
Room 282 | Zip +4: 0160
407-823.4625
bps.sdes.ucf.edu

CAREER SERVICES (CS)

CSEL Building
Room 101 | Zip +4: 0165
407.823.2361
career.sdes.ucf.edu

COUNSELING AND PSYCHOLOGICAL SERVICES (CAPS)

Counseling Center
Room 101 | Zip +4: 3170
Tel: 407.823.2811
Fax: 407.823.5415
caps.sdes.ucf.edu

CREATIVE SCHOOL FOR CHILDREN (CSC)

Creative School for Children
Room 102 | Zip +4: 3546
407.823.2727
csc.sdes.ucf.edu

FIRST YEAR ADVISING AND EXPLORATION (FYAE)

Howard Phillips Hall
Room 116 | Zip +4: 0170
Tel: 407.823.3789
Fax: 407.823.3546
fyae.sdes.ucf.edu

FIRST YEAR EXPERIENCE (FYE)

Howard Phillips Hall
Room 216 | Zip +4: 3240
407.823.5105
fye.sdes.ucf.edu

FLORIDA CONSORTIUM OF METROPOLITAN RESEARCH UNIVERSITIES

12424 Research Parkway
Suite 101 | Zip: 32826
Tel: 407.823.1773
floridaconsortium.com

FRATERNITY AND SORORITY LIFE

Fraternity and Sorority Life, Building 415
Room 101 | Zip +4: 0157
Tel: 407.832.2072
Fax: 407.823.2929
fsl.sdes.ucf.edu

HOUSING AND RESIDENCE LIFE (H&RL)

Housing Administration Building
Room 123 | Zip +4: 3222
Tel: 407.823.4663
Fax: 407.823.3831
www.housing.ucf.edu

INCLUSIVE EDUCATION SERVICES (IES)

Ferrell Commons
Room 18 | Zip +4: 3222
Tel: 407.823.4427
ies.sdes.ucf.edu

INFORMATION TECHNOLOGY, SDES

Ferrell Commons
Room 132 | Zip +4: 0159
Tel: 407.823.4444
Fax: 407.823.4609
it.sdes.ucf.edu

LEAD SCHOLARS ACADEMY

Ferrell Commons
Room 165 | Zip +4: 0126
Tel: 407.823.2223
Fax: 407.823.3942
lsa.sdes.ucf.edu

MULTICULTURAL ACADEMIC AND SUPPORT SERVICES (MASS)

Student Union
Room 154 | Zip +4: 0135
Tel: 407.823.2716
Fax: 407.823.5616
mass.sdes.ucf.edu

NEIGHBORHOOD RELATIONS AND SAFETY EDUCATION

Research Pavillion
Room 110 | Zip +4: 3225
Tel: 407.823.6505
Fax: 407.823.3942
nrse.sdes.ucf.edu

OFFICE OF STUDENT CONDUCT (OSC)

Ferrell Commons
Room 227 | Zip +4: 3655
Tel: 407.823.4638
Fax: 407.823.4544
osc.sdes.ucf.edu

OFFICE OF STUDENT INVOLVEMENT (OSI)

Student Union
Room 208 | Zip +4: 3245
Tel: 407.823.6471
Fax: 407.823.5899
osi.ucf.edu

OFFICE OF STUDENT RIGHTS AND RESPONSIBILITIES (OSRR)

Ferrell Commons
Room 227 | Zip +4: 3655
Tel: 407.823.4683, 407.823.6960
Fax: 407.823.4544
osrr.sdes.ucf.edu

RECREATION AND WELLNESS CENTER (RWC)

RWC, Room 204 | Zip +4: 3548
Tel: 407.823.2408
Fax Number: 407.823.5446
rwc.sdes.ucf.edu

REGISTRAR'S OFFICE (RO)

Millican Hall
Room 161 | Zip +4: 0114
Tel: 407.823.3100
Fax: 407.823.5652
registrar.sdes.ucf.edu

SOCIAL JUSTICE AND ADVOCACY (SJA)

Student Union
Room 207 | Zip +4: 3230
Tel: 407.823.3626
Fax: 407.823.0033
sja.sdes.ucf.edu

STUDENT ACADEMIC RESOURCE CENTER (SARC)

Howard Phillips Hall
Room 113 | Zip +4: 3115
Tel: 407.823.5130
Fax: 407.823.2051
sarc.sdes.ucf.edu

STUDENT ACCESSIBILITY SERVICES (SAS)

Ferrell Commons
Room 185 | Zip +4: 0161
Tel: 407.823.2371
Fax: 407.823.2372
sas.sdes.ucf.edu

STUDENT FINANCIAL ASSISTANCE (SFA)

Millican Hall
Room 120 | Zip +4: 0113
Tel: 407.823.2827
Fax: 407.823.5241
finaid.ucf.edu

STUDENT HEALTH SERVICES (SHS)

Health Center
Room 101 | Zip +4: 3333
Tel: 407.823.2701
Fax: 407.275.4327
shs.sdes.ucf.edu

STUDENT LEGAL SERVICES (SLS)

Student Union
Room 304 | Zip +4: 3650
Tel: 407.823.2538
Fax: 407.823.5305
sls.sdes.ucf.edu

STUDENT OUTREACH SERVICES (SOS)

Orlando Tech Center, Bldg. 600
Room 215 | Zip +4: 3620
Tel: 407.823.5580
Fax: 407.823.6216
sos.sdes.ucf.edu

STUDENT UNION (SU)

Student Union
Room 312 | Zip +4: 3250
Tel: 407.823.3677
Fax: 407.823.6483
studentunion.ucf.edu

TRANSFER AND TRANSITION SERVICES (TTS)

Howard Phillips Hall
Room 221 | Zip +4: 0123
407.823.2231
transfer.sdes.ucf.edu

TRIO PROGRAM: PRIME STEM PROGRAM

Howard Phillips Hall
Room 208 | Zip +4: 1920
Tel: 407.823.4165
Fax: 407.823.5597
trio.sdes.ucf.edu

UNDERGRADUATE ADMISSIONS (UA)

Duke Energy University Welcome Center
Room 215 | Zip +4: 0111
407.823.3000
admissions.ucf.edu

UNIVERSITY TESTING CENTER (UTC)

Howard Phillips Hall
Room 106 | Zip +4: 3117
407.823.5109
utc.sdes.ucf.edu

WELLNESS AND HEALTH PROMOTION SERVICES (WHPS)

Recreation and Wellness Center
Suite 111 | Zip +4: 3330
407.823.5841
whps.sdes.ucf.edu





MILLICAN HALL 282

P.O. BOX 160160

ORLANDO, FL 32816-0160

407-823-4625

WWW.SDES.UCF.EDU

Attachment B



President's Statement Regarding Equal Opportunity and Affirmative Action

UNIVERSITY OF CENTRAL FLORIDA

As President of the University of Central Florida, I wish to affirm my support for the goals of equal opportunity and affirmative action as identified in state and federal law. UCF is an equal opportunity employer and educational provider. As set forth in the *Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy (No. 2-004) (Nondiscrimination Policy)* the University prohibits discrimination on the basis of race, color, ethnicity, national origin, religion, non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), political affiliations, veteran's status (as protected under the Vietnam Era Veterans' Readjustment Assistant Act), or membership in any other protected classes as set forth in state or federal law in all its programs and activities. The University prohibits discrimination with respect to all terms and conditions of employment and in all of its educational programs, activities, services, and related opportunities.

The University does not tolerate discriminatory harassment, a form of discrimination. Discriminatory harassment consists of verbal, physical, electronic, or other conduct based upon an individual's protected class (as set forth above) that interferes with that individual's educational or employment opportunities, participation in a university program or activity, or receipt of legitimately-requested services meeting the description of either *Hostile Environment Harassment* or *Quid Pro Quo Harassment*. *Hostile Environment Harassment* consists of discriminatory harassment that is so severe or pervasive that it unreasonably interferes with, limits, deprives, or alters the terms or conditions of education (e.g., admission, academic standing, grades, assignment); employment (e.g., hiring, advancement, assignment); or participation in a university program or activity (e.g., campus housing), when viewed from both a subjective and objective perspective. *Quid Pro Quo Harassment* consists of discriminatory harassment where submission to or rejection of unwelcome conduct is used, explicitly or implicitly, as the basis for decisions affecting an individual's education, employment, or participation in a university program or activity. Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, nonverbal, graphic, physical, or otherwise, when the conditions for *Hostile Environment Harassment* or *Quid Pro Quo Harassment* are present.

All faculty and staff must be aware that amorous relationships with students are likely to lead to difficulties and have the potential to place faculty and staff members at great personal and professional risk. The power difference inherent in the faculty-student or staff-student relationship means that any amorous relationship between a faculty or staff member and a student is potentially exploitative or could at any time be perceived as exploitative. Accordingly, all employees are prohibited from pursuing or engaging in any amorous relationship with any undergraduate student. Also, employees are prohibited from pursuing or engaging in any amorous relationship with a graduate student under that employee's authority (including formal mentoring or advising,

supervision of research, employment as a teaching assistant, and responsibility for student's grades). In the event of a charge of sexual harassment arising from such circumstances, the University will in general be unsympathetic to a defense based upon consent when the facts establish that a faculty-student or staff-student power differential existed within the relationship.

Similarly, amorous relationships between supervisors and their subordinate employees often adversely affect decisions, distort judgment, and undermine workplace morale for all employees, including those not directly engaged in the relationship. Accordingly, the University prohibits all employees from pursuing or engaging in amorous relationships with employees whom they supervise. No supervisor shall initiate or participate in institutional decisions involving a direct benefit or penalty (employment, retention, promotion, tenure, salary, leave of absence, etc.) to a person with whom that individual has or has had an amorous relationship.

The University will actively seek to ensure a diverse and inclusive faculty, staff, and student body by, for example, making outreach efforts that encourage all qualified individuals to apply for employment and enrollment. The University maintains an Affirmative Action Plan aimed at developing and maintaining a broadly-representative workforce. Respect for diverse viewpoints, experiences, and intellectual pursuits is a cornerstone of learning, and this atmosphere of empowerment shall be characteristic of UCF and its efforts. The University remains committed to seeking the best-qualified person to fill each available position. Candidates for employment will be assured careful and fair consideration. The University will reward employees based on job performance.

Every member of the University community is directed to refrain from actions that threaten, intimidate, humiliate, or demean persons or groups because of their protected classes. Each member of the administrative leadership team is responsible for all necessary initiatives in pursuit of these goals, including those developed in the University's Affirmative Action Plans. It is the responsibility of all departments and personnel to ensure the University's compliance with state and federal law, as well as University policies and regulations. Employees, students, and third parties must be free from fear of reprisal in exercising their civil rights. Accordingly, the University strictly prohibits retaliation against any person for making a good faith report of discrimination or discriminatory harassment, or participating in or being a party to any proceeding under the *Nondiscrimination Policy*. Retaliation shall be regarded as seriously as discrimination or harassment itself. Both will warrant discipline when substantiated.

If you are a Responsible Employee, you are required to report any incident of sex discrimination, sexual harassment and/or sexual violence (including sexual assault, relationship violence, and stalking) involving a student to the Office of Institutional Equity. If you are a supervisor and aware (either directly or indirectly) of any incident of discrimination, discriminatory harassment or retaliation involving a student or employee, you are required to report the incident to the Office of Institutional Equity. Persons who believes that they are being subjected to discrimination, discriminatory harassment, or retaliation are encouraged to consult with the Office of Institutional Equity. This office is assigned primary responsibility for addressing all matters related to discrimination. Complaints pertaining to Titles IV, VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam

Era Veterans' Readjustment Act, the Americans with Disabilities Act, the Florida Educational Equity Act, the Florida Civil Rights Act, and other civil rights statutes should be brought to the attention of the Office of Institutional Equity.

Office of Institutional Equity
12692 Gemini Boulevard S.
Wayne Densch Building 1 (Building 38), Suite 123
Orlando, FL 32816
(407) 823-1336
oiie@ucf.edu
<http://www.oiie.ucf.edu>

The administrative leadership will be kept informed of my commitment to equal opportunity, equal access, and affirmative action at UCF. Regular reporting of each administrative unit to me will ensure that goals are being met. I am convinced that our commitment to these goals will measurably strengthen the University and its relationship to the Central Florida community we serve.



John C. Hitt, President 10/5/17 Date

Attachment C

Board of Trustees Meeting - New Business

Initiative Title	Description	Student Participation (if available; counts or % of eligible students)	Outcomes / Effectiveness
I. Conferences and Outreach	<p>The purpose of the Knights First Generation Program is to provide First Generation College Students with a structured approach to developing a sense of belonging on campus; campus resources and support services; meaningful student engagement and student involvement opportunities. The conferences and programs are designed to ease the transition to college for multicultural and first generation students; provide students with the skills and knowledge to transition successfully to college; demystify the college experience, assist with navigating the university landscape, and help prepare students to succeed at UCF and beyond. The services provided includes the following: One-on-one guidance and advising through our friendly student and professional staff</p> <ul style="list-style-type: none"> - Referral to the appropriate resources - Resources on Financial Concerns & Scholarships, Academic Success, Getting Involved, Counseling and Advisement, Internships, and Future Planning - Opportunities to connect with students, faculty, staff, community professionals, and alumni - Overall support through your time at UCF! Our job is to see you succeed! 	<ul style="list-style-type: none"> a. MASS Student Success Conference (102) b. National Male Student Success Conference (118) c. Transforming Student Success Conference TRIO Leadership Conference (250) d. MASS Welcome Back Bash (425) e. Caribbean Welcome Knight (200) f. Florida Reach Positive Pathways State Conference (Former Foster Care Youth) (100) g. Career Expo 2018 (100) 	<p>Student Learning Outcomes for the conferences are as follows:</p> <ol style="list-style-type: none"> 1) Students attending the conference will be able to link campus dynamics and campus culture to academic success and degree attainment. 2) Students attending the conference will be able to connect academic success to service(s), program(s), and policies on college campus. 3) Students attending the conference will be able to list two benefits of graduating from college. 4) Students attending the conference will accept responsibility for their academic achievement. 5) Students attending the conference will accept responsibility for understanding the importance of financial and economic literacy.
II. Target Populations: (Deferred Action Childhood Arrivals, Dreamers, First Generation, Collegiate Males, and Foster Care Youth)	<p>The mission of the Brother to Brother (B2B) program is to provide academic, career, and leadership assessment (development), social and financial support to multicultural or first generation undergraduate males who are enrolled part- or full-time at UCF. The program offers leadership development, career exploration, academic skill building, and social enrichment activities.</p>	<ul style="list-style-type: none"> a. Student Success FTIC First Generation (915) b. Student Success Minority Males (1436) c. Brother to Brother Program (B2B) (45) d. Knight Alliance Network Program (Foster Care Youth) (68) e. Dream.US Reception (32) f) Dare to Dream (100) g) Deferred Action Childhood Arrivals/Dreamers Pep Rally and orientation (70) 	<p>Program Outcomes: The intent of the B2B Program is prepare collegiate males for academic and personal success at the university. The program outcomes are as follows:</p> <ol style="list-style-type: none"> 1) To increase the number of males graduating college; 2) To increase the number of mentor/mentee male relationships; and 3) To increase the number of males engaged and persisting in college.
III. Knight Alliance Network Program (Foster Care Youth)	<p>The mission of the Knight Alliance Network (KAN) mentoring program provides guidance, support, resources, advocacy, financial literacy, and a place of belonging for foster care youth enrolled at the University of Central Florida. Our goal is to provide support services and a place where students can have a voice, support services and resources as they persist towards graduation at UCF. The KAN mentoring program clarifies the college experience, assists students as they navigate through the university landscape, and helps students prepare for success. We serve as a one-stop shop for foster care youth at UCF.</p>	<p>Knight Alliance Network Program (Foster Care Youth) (68)</p>	<p>The MASS Office serves as a one stop shop for foster care youth at UCF. The Knight Alliance Network supports the populations of students who have recently turned 18 while in foster care with the following Learning Outcomes: 1) 75% will complete financial literacy; 2) 75% report they understand the importance of financial literacy; 3) 75% who attend a Knight Alliance Network workshop will be able to identify the services provided by MASS; 4) 75% will be able to identify campus resources; 5) 50% will be able to list three steps to applying to graduate school.</p>

Board of Trustees Meeting - New Business

<p>IV. Pre-Collegiate and Transfer Programs</p>	<p>The purpose of Pre College and Transfer State College outreach is to focus on providing multicultural and first generation students with information on the college admissions process, SAT/ACT, Financial Aid, and Careers. Community based programs invite students from the following surrounding counties: Orange, Seminole, Duval, Osceola, Volusia and Lake. Department: Multicultural Academic and Support Services</p>	<p>a. Annual Multicultural Transfer Program (60) b. State College Day (66) c. Transfer Networking (100)</p>	<p>To engage diverse students in the admissions and transfer process to UCF i.e. Greek Life, Admissions process, Financial Aid process and Student Involvement activities at UCF. 1) Identify the steps for applying to college. 2) Apply the resources learned to the admissions application process for college. 3) Communicate through writing about the college going process with a college.</p>
<p>V. Workshops, Scholarships and Student Recognition Ceremonies</p>	<p>The purpose of the workshops, scholarships and student recognition ceremonies are to provide multicultural and first generation students with an opportunity to engage with UCF faculty or staff members outside the classroom. These services are designed to increase student involvement and engagement on campus in support services and programs.</p>	<p>a. Workshops / Lunch and Learn (966) b. Scholarships and Waivers (94), Access Closing Ceremony (521), Excellence in Action Program (425); Nguzo Saba</p>	<p>To provide students with scholarships and recognition as they progress towards student success annually. 1) To recognize first generation and multicultural students for their academic achievement(s) while in college. 2) To create a platform where the university celebrates with students, faculty and staff the academic achievements of first generation and multicultural students.</p>
<p>VI. ACCESS Program</p>	<p>The Access Program is a six-week academic, on-campus summer programs for selected groups of students who receive additional academic preparation before attending classes in the fall. Since 1980, MASS has sponsored the program formerly known as SOAR and Pegasus. UCF offers selective admission and academic support services to a select group of first-time-in-college students who demonstrate an academic need that can be met by the program. These are the components of the program: UCF Freshman Orientation: All Access Program participants must attend the same UCF Freshman two-day Orientation Program; Access Creed Seminar: CREED Seminars introduce students to complete and accurate information about UCF resources, student rights and responsibilities, and a wide range of services students use to encourage their personal, academic and professional success; Supplemental Instruction (SI): Each general education course option available to Access Program students for the Summer B term will have an academic support component tied directly to it in the form of a Supplemental Instruction (SI); Access Closing Ceremony: Parents and families are invited to the Access Programs Closing Ceremony on Thursday, August 6. The Closing Ceremony celebrates student persistence, learning, and achievement in completing the six-week Summer Bridge Program; Workshops and Campus Activities: A wide offering of workshops and campus events are available to students throughout the year. While participation in these workshops and events is not a requirement of the Pegasus or SOAR programs, students are encouraged to attend these workshops and campus events over the course of their freshman year in order to continue building successful habits and study skills; SOAR Courses: SOAR 2014 participants will be enrolled in SLS1501 Strategies for Student Success and ENC1101 Composition 1 or REL2300 World Religions. Each class meets four days per week for approximately two hours. Students will earn 6 college credits/hours; Academic Advising: SOAR students will receive academic advising through the Office of First Year Advising & Exploration (FYAE); SOAR Leadership Forum: Leadership Forums are daily opportunities for SOAR students to meet with other student leaders for small and large group discussions regarding the UCF community and Knight Culture. SOAR students will develop leadership and financial literacy skills in these daily forums; Co-curricular Learning Supplement: ENC1101 students will meet with University Writing Center consultants twice weekly to discuss and develop successful writing habits.</p>	<p>Program Participants: (364)</p>	<p>To offer a six-week summer component and an academic enhancement component that spans the fall and spring semesters to First time In College (FTIC) students beginning at UCF. The program assisted diverse students with making a smooth transition from high school to college. 1) To assist students with the transition from high school to college, and 2) To enhance the leadership skills of students participating in the program.</p>
<p>VII. Innovation / Technology MASS -Online</p>	<p>MASS On-line is designed to connect students with academic support services through the use of technology to the MASS Office.</p>	<p>Canvas: (1285)</p>	<p>To engage students in MASS On-line through academic support services, modules, quizzes, and one on one support. 1) To increase the number of students involved in academic support services on-line. 2) To increase the number of students engaged in workshops and services on-line.</p>
<p>VIII. Diversity and Inclusion</p>	<p>Diversity and Inclusion efforts are intentionally aimed to impact and expand UCF diversity framework and expand campus awareness and knowledge.</p>	<p>a. Hispanic Heritage Month Closing Ceremony (200) b. Black Faculty and Staff Association 24th Annual Joseph C. Andrew's Annual Mentoring Celebration (500)</p>	<p>To engage students, faculty, and staff in the diversity, equity and inclusion programs in the campus community.</p>

Attachment D

UCF Office of Diversity and Inclusion 2017-18 Annual Report

Mission and Vision

The mission of the Office of Diversity and Inclusion (ODI) is to collaborate with the University of Central Florida community to advocate for and educate about the university's goal of becoming more inclusive and diverse. The vision is to position UCF as a center of excellence that is nationally recognized as a higher education model for our diversity and inclusion practices, policies and culture.

Goals and Objectives

In 1994, UCF's President established five goals for the Office of Diversity and Inclusion. ODI's strategic efforts are linked to the performance of these objectives.

GOAL ONE: To encourage and support the goal to be more inclusive and diverse across the university community. In this endeavor, ODI

- Actively participated in campus events, such as faculty, staff, and student orientations and drew attention to inclusion excellence through annual awards for faculty/staff, student, career impact, and community/corporate entities.
- Worked to broaden the awareness of diverse experience and identity beyond race and gender, the impact of intersectionality, micro-aggressions and the need for cultural competency and inclusion advocacy. Educational events explored topics, such as religious minorities, global human rights, Hispanic culture, LGBTQ experience, contextual leadership, and cross-cultural inclusion. Continued the "Be You" Faculty Storytelling project and collaborated with SDES for the #WeAreUCF project.
- Diversity Action Grants and co-sponsorships totaled over \$12,000 and represented cross-campus collaboration with numerous academic and administrative units and students. See appendix for complete list.
- Hosted UCF's first Hispanic Serving Institution (HSI) Forum in spring 2018 with 230 attendees.
- Launched *Vamos Knights* (Go Knights in Spanish) at UCF Bookstore in summer 2018.



GOAL TWO: To develop, collect, analyze, retain and disseminate information pertinent for all areas of the university community to advance the goal to become more inclusive and diverse.

- ODI collected additional feedback from various university stakeholders regarding UCF's trajectory as a Hispanic Serving Institution (HSI) during the HSI Forum in spring 2018.
- ODI provided information to be included in UCF's Institutional Profile for Excelencia in Education's Accelerating Latino College Completion project.
- Completed development and IRB approval of a faculty survey on inclusive classroom practice to be launched in the fall of 2018.
- Updated online snapshot data describing UCF demographics for faculty, staff and students.

GOAL THREE: To sponsor, support, and assess university programs and activities that promote the goal to make the university community more inclusive and diverse.

- ODI provided a broad range of workshops to 7966 UCF faculty, staff and students. Under the direction of Associate Director Barbara Thompson and ODI Trainer Rachel Luce-Hitt, and in collaboration with colleagues from Finance and Administration, Social Justice and Advocacy, and Student Accessibility Services, ODI facilitated 287 workshops and presentations throughout the year to high evaluative marks.
- The Inclusion Champion training program expanded its reach by partnering with Elementary Education, Secondary Education, and the Psychology Graduate Program. Between these three partnerships, 189 students completed certification in the 15-hour program. In total, 326 UCF faculty, staff, and students have completed the program.



- ODI sponsored the Diversity Track of the 2018 Summer Faculty Development Conference. Participants reviewed, researched, and supplemented the existing collection of resources provided by ODI. These resource recommendations are offered as annotated lists to workshop participants following involvement in the department's educational programming in order to enhance their knowledge and understanding of topical areas such as Diversity Awareness and Appreciation, Diversity in Academics, Diversity Leadership, Multiculturalism, Prejudice Reduction, and Social Justice.

- Continued management of development programs: the [Leadership Empowerment Program](#), [Legacy](#) Leadership and Mentoring Program, [SEED](#) – Seeking Educational Equity and Diversity; and assumed coordination of the [CREAR Futuros](#) peer-mentoring program.

- A cooperative training initiative with Student Development and Enrollment Services, Diversity Education (or DEUs) is in its eighth year. ODI designed the training program to enhance the diversity-related awareness, knowledge, and skills of SDES team members. Since 2011, more than 500 SDES employees have completed the required 23 hours of diversity training.
- 2017 marked the [25th Anniversary of UCF's Diversity Week](#). ODI honored its former director at the newly re-named Valarie Greene King Diversity Breakfast with keynote speaker Ambassador Carol Moseley Braun. The event included 580 attendees and students, and colleagues at the regional campuses joined the event via Adobe Connect. Breakfast attendees contributed over 1145 pounds of food for the Knights Helping Knights food pantry.
- ODI led campus celebrations of Women's History Month in March 2018, including events for International Women's Day and Equal Pay Day. The Hitt Library main floor displayed support for women in history and making history - #NeverthelessShePersisted – and breast cancer awareness.
- ODI collaborated with Transfer & Transition Services to host a welcome reception in spring 2018 for students from Puerto Rico impacted by Hurricane Maria. Over 200 faculty, staff and students attended.
- ODI hosted UCF's first Hispanic Serving Institution (HSI) Campus Forum. 230 faculty, staff and students attended. Deborah Santiago, Excelencia in Education, served as the Keynote Speaker.
- ODI provided sponsorship support to the BFA Mentoring Breakfast, the International Breakfast and the John T. Washington Luncheon. ODI sponsored UCF's Hispanic Heritage Month, Nuestra Graduación (UCF's Latino Graduation Celebration) and the Latino Faculty and Staff Association's Broche de Oro Recognition Dinner.



GOAL FOUR: To establish and to facilitate advisory bodies internal and external to the university to design, implement, support, assess and challenge strategies of the university community and the Office of Diversity and Inclusion to achieve the university goal of becoming more inclusive and diverse.

- The UCF Diversity and Inclusion Working Group (DIWG) continued to exchange information about campus and community events and partnership opportunities.
- ODI serves as the campus administrative office for the Latino Faculty and Staff Association, and provides support to the Black Faculty and Staff Association and the Pride Faculty and Staff Association.
- ODI led the Bias Incident Communication Group to improve awareness of incidents, resources and processes for addressing potential discriminatory incidents.
- ODI sponsored members of the ODI Community Engagement Council to participate in on-campus training and continues to expand the group's membership.
- ODI hired UCF's first Assistant Director of Hispanic Initiatives to Chair UCF's Hispanic Serving Institution (HSI) Task force. As UCF's HSI Lead, Dr. Cyndia Muñoz conducted 250 HSI consultations in the first six months of 2018.

GOAL FIVE: To create, sustain, and assess effective communications between the Office of Diversity and Inclusion and all areas of the university community that will encourage and support the UCF goal to become more inclusive and diverse.

- ODI staff members served on many UCF campus committees (e.g., UCF Policies and Procedures, International Affairs, Summer Faculty Development Conference Planning Committee, UCF Cares and Title IX).
- ODI extended online content of the department websites and social media to reach more members of the UCF community with local and national news and educational opportunities.

Other Highlights

- Five years of office assessment plans have earned "exemplary" ratings.
- Insight into Diversity honored UCF as a repeat HEED Award institution for 2017.

Priorities for 2018-19

- Promote the HSI Campaign- #WeDefineSERVING.
- Support UCF faculty and staff associations for our minority communities.
- Achieve designation as an eligible institution for Title V (Developing Hispanic Serving Institutions Program) for Fiscal Year 2019.
- Development of programs that improve participation of faculty.
- Restructuring of the ODI committees and development of college/department inclusion liaisons.
- Continuation of the Inclusion Champion training program, SEED, and professional development programs.
- Support campus transition activities under the new UCF President.



Appendix – Diversity Action Grants and Co-Sponsorships by ODI in 2017-18

CO-SPONSORED EVENTS 2017-2018			
Event Title	Description	Co-Sponsor	Financial Assistance
Hispanic Heritage Month	Compadre Sponsorship	LaFaSA	1,000.00
#WeAreUCF Mosaic Display	Luster Mosaic Display	UCF Student Union	5,000.00
International Breakfast		IAGS	125.00
Joseph C. Andrews Breakfast	Platinum Sponsorship	BFSA	1,000.00
Mary Robinson - Presidential Distinguished Visitors Series	Speak fee assistance	Global Perspectives	1,500.00
John T. Washington Luncheon	Five Tickets	UCF Africana Studies	150.00
Acculturation-Colonialism & Migration among Cen. Fla. Puerto Ricans	Dr. Cristalis Capielo- Speaker	FCTL; Psychology; CAPS	100.00
Broche de Oro	Amigo Sponsorship	LaFaSA	500.00
USPS Council Staff Assembly	Sponsored table	USPS Staff Council	150.00
Caribbean Welcome Knight Event		LaFaSA	350.00
		Total Non-DAG	9,875.00
Diversity Action Grants			
Event Title	Description	Co-Sponsor	Financial Assistance
Recreation Expo	To celebrate adaptive and inclusive sports	Recreation & Wellness	250.00
Leadership Week Assistance	Events & Speakers	LEAD Scholars Academy	250.00
Blood Drive - Diversity Week		Tee Rogers	250.00
Shaun Leonardo Program	Assist in expenses	Women Gender Studies	250.00
Come Out with Pride Parade	Assist in expense of tee shirts	Pride Faculty & Staff Assoc.	250.00
Bullying Prevention	Puppet shows and videos at Cen Fl Public Schools	Film / SVAD	250.00
Pietá	Performance by Raimundi-Ortiz	Center for Success of Women Faculty	250.00
Screening "Forbidden: Undocumented and Queer in Rural America"	Fil portrays the activism and advocacy of Moises Serrano	Nicholson School of Communication	100.00
Invisible Women in Sport		Institute for Sport & Social Justice	250.00
NCWIT Aspirations in Computing Award Ceremony	Awards honoring 54 HS & 2 educators	UCF IT	250.00
		Total DAG	2,350.00
		GRAND TOTAL	12,225.00

ITEM: EP-4

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Resubmission of New Degree Program – Bachelor of Science in Materials Science and Engineering

Background:

The program was previously approved by this board in September 2018 and submitted to the Board of Governors for staff approval. The authorization cycle usually requires one or more feedback loops between UCF and BOG staff to clarify items or provide updated materials. Most updates can be submitted with Provost-level authorization. However, the final feedback loop included a suggested update of the Year 1 Costs per FTE calculation. The calculation now incorporates fully documented non-recurring expenses that were already part of the narrative but were not listed as Year 1 expenses. The proposal is being resubmitted to the Board of Trustees due to the financial shift.

Issues to be Considered:

- There are no additional expenses or funding sources from the original proposal, simply an updated reflection of pre-existing one-time \$100,000 commitment from the College of Engineering and Computer Science to support new teaching equipment for the teaching laboratory and the summer salary of an undergraduate faculty coordinator
- Year 1 E&G Cost per FTE are estimated as \$7,308 (originally estimated \$2,543)
- Year 5 E&G Costs per FTE are estimated as \$1,138

Alternatives to Decision:

UCF will not proceed with this new program if the resubmission is not approved.

Fiscal Impact and Source of Funding:

No new funds are requested. E&G support, both recurring and non-recurring, are from within the UCF College of Engineering and Computer Science.

Recommended Action:

The Provost's office recommends Board of Trustees approval of the new degree program resubmission.

Authority for Board of Trustees Action:

BOG Regulation 8.011 – Authorization of New Academic Degree Programs and Other Curricular Offerings.

Committee Chair or Chair of the Board approval:

Educational Programs Committee Chair Robert Garvy approved this agenda item and all supporting documentation.

Submitted by:

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and
Professor, College of Community Innovation and Education

Supporting Documentation:

Attachment A – Updated Degree Proposal Cover Sheet

Facilitator:

Paige Borden, Associate Provost and Chief Analytics Officer, Division of Analytics and Integrated
Planning


Board of Governors, State University System of Florida

Request to Offer a New Degree Program

(Please do not revise this proposal format without prior approval from Board staff)

University of Central Florida	Fall 2019
University Submitting Proposal	Proposed Implementation Term
Engineering and Computer Science	Materials Science and Engineering
Name of College(s) or School(s)	Name of Department(s)/ Division(s)
Materials Science and Engineering	Bachelor of Science in Materials
Academic Specialty or Field	Science and Engineering
14.1801	Complete Name of Degree
Proposed CIP Code	

The submission of this proposal constitutes a commitment by the university that, if the proposal is approved, the necessary financial resources and the criteria for establishing new programs have been met prior to the initiation of the program.

Date Approved by the University Board of Trustees	President	Date
Signature of Chair, Board of Trustees	Date	Date
	 Vice President for Academic Affairs	5/29/19

Provide headcount (HC) and full-time equivalent (FTE) student estimates of majors for Years 1 through 5. HC and FTE estimates should be identical to those in Table 1 in Appendix A. Indicate the program costs for the first and the fifth years of implementation as shown in the appropriate columns in Table 2 in Appendix A. Calculate an Educational and General (E&G) cost per FTE for Years 1 and 5 (Total E&G divided by FTE).

Implementation Timeframe	Projected Enrollment (From Table 1)		Projected Program Costs (From Table 2)				
	HC	FTE	E&G Cost per FTE	E&G Funds	Contract & Grants Funds	Auxiliary Funds	Total Cost
Year 1	28	23.1	\$7,308	\$168,595	0	0	\$168,595
Year 2	75	61.8					
Year 3	127	105.1					
Year 4	184	153.2					
Year 5	223	187.1	\$1,138	\$212,955	0	0	\$212,955

Note: This outline and the questions pertaining to each section must be reproduced within the body of the proposal to ensure that all sections have been satisfactorily addressed. Tables 1 through 4 are to be included as Appendix A and not reproduced within the body of the proposals because this often causes errors in the automatic calculations.

ITEM: NG-2

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Revision to Delegation of Authority of Senior Management Official for Classified Program

Background:

On July 18, 2019, this Committee approved the Delegation of Authority of Senior Management Official for Classified Program. The United States National Industrial Security Program Operating Manual (NISPOM) requires the Senior Management Official (SMO) of a facility to be cleared at the facility clearance level. Interim President Seymour has now been granted clearance at the facility clearance level, and is no longer required to be excluded from access, control, and influence over the UCF classified program.

Issues to be Considered:

Authorize revision to the Delegation of Authority of Senior Management Official for Classified Program to exclusively delegate authority to the Interim President as to access, control, and influence over the UCF classified program, including executing and administering classified contracts, and to confirm his authority to execute and administer classified contracts, and otherwise access, control, and influence the UCF classified program.

Alternatives to Decision:

Decline the revision, so that the Vice President for Research and Dean of the College of Graduate Studies remains the Senior Management Official for UCF's Classified Program.

Fiscal Impact and Source of Funding:

n/a

Recommended Action:

Rescind the delegation to the Vice President for Research and Dean of the College of Graduate Studies, and delegate exclusive authority to Dr. Thad Seymour, Jr., Interim President, to execute and administer classified contracts, by approving the revisions to the Delegation of Authority to Senior Management Official.

Authority for Board of Trustees Action:

Board of Governors' Regulation 1.01
Board of Governors' Sponsored Research Regulation 10.002

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

W. Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Delegation of Exclusive Authority to Senior Management Official

Attachment B: Board of Governors' Regulation 1.001

Attachment C: Board of Governors' Sponsored Research Regulation 10.002

Facilitators/Presenters:

Sandra Sovinski, Deputy General Counsel for Research

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES
POLICY**

Delegation of Authority to Senior Management Official

POLICY STATEMENT

Article IX, Section 7 of the Florida Constitution provides that the Board of Governors shall establish the powers and duties of the university boards of trustees. Board of Governors Regulation 1.001, copy attached as Exhibit A, delegates those powers and duties to the boards of trustees.

The Board of Trustees desires to further delegate certain of its powers and duties to a Senior Management Official, as more particularly described below. Any power or duty delegated by the Board to the Senior Management Official may be rescinded at any time by majority vote of the Board. The Senior Management Official may NOT further delegate his or her powers and duties.

DEFINITIONS

Board: UCF Board of Trustees

BOG: Florida Board of Governors

KMP: Key Management Personnel

NISPOM: United States National Industrial Security Program Operating Manual

SMO: Senior Management Official

UCF or University: University of Central Florida

PROCEDURES:

The Board exclusively delegates to the ~~Vice President for Research and Dean of the College of Graduate Studies~~ all usual and customary powers necessary, as the University's SMO, to administer the University classified program.

Except as provided herein, no KMP may have access, control, and influence over the UCF classified program. Board member(s) cleared at the facility clearance level, the Vice President for Research and Dean of the College of Graduate Studies, and legal counsel cleared at the facility clearance level (whether in-house or contracted), may be consulted, as necessary and as

permitted by NISPOM.

The SMO's authority also includes the following:

1. Execute classified contracts on behalf of the Board.
2. Oversee the classified research activities of the University, including managing the intellectual property of the University related thereto.

Items requiring the SMO to consult with legal counsel and Board member(s) cleared at the facility clearance level) before implementation:

1. Any matter which has the potential to create significant risk, or political or reputational issues for the University.
2. All items required by the BOG or Florida Legislature to be approved by the Board.

INITIATING AUTHORITY

UCF Board of Trustees

History: New 7-18-2019. Revised -19.

Authority: Section 7(c), Art. IX, Fla. Const.; FL BOG Regulation 1.001

Attachment B

1.001 University Board of Trustees Powers and Duties

- (1) Pursuant to Article IX, section 7(c), Florida Constitution, the Board of Governors shall establish the powers and duties of the board of trustees as set forth herein and as may be established in Board of Governors' regulations. This regulation supersedes the delegation of authority to the boards of trustees contained in the Board of Governors' Resolution dated January 7, 2003. The intent of this regulation is to delegate powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university.
- (2) Composition of Boards; Membership and Organization.
 - (a) Each university shall be administered by a board of trustees, consisting of thirteen members dedicated to the purposes of the State University System. Each university board of trustees includes six members appointed by the Governor and five members appointed by the Board of Governors, all of whom must be confirmed by the Senate. All trustees are required to attend a Board of Governors orientation session, preferably prior to service on the university board. The chair of the faculty senate, or the equivalent, and the president of Student Government, or the equivalent, are also members. Board of trustee members shall serve staggered terms of five years and may be reappointed for subsequent terms, except for the faculty and student representatives who shall serve for the duration of the term of their respective elected offices. All members are public officers subject to the requirements of the Florida Code of Ethics.
 - (b) Each board of trustees shall select its chair and vice chair from the appointed members. Each chair shall serve for two years and may be reelected for one additional consecutive two-year term. Any exception to this term of office must be approved by a two-thirds vote of the board of trustees.
 - (c) The duties of the chair shall include presiding at all meetings of the board of trustees, calling special meetings of the board of trustees, attesting to actions of the board of trustees, and notifying the Board of Governors or the Governor, as applicable, in writing whenever a board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal as provided in section 1001.71, Florida Statutes.
 - (d) The university president shall serve as the chief executive officer and corporate secretary of the board of trustees and shall be responsible to the board of trustees for all operations of the university and for setting

the agenda for meetings of the board of trustees in consultation with the chair.

- (e) Members of the boards of trustees shall receive no compensation but may be reimbursed for travel and per diem expenses as provided in section 112.061, Florida Statutes.
 - (f) Each board of trustees shall establish the powers and duties of the university president.
 - (g) Each board of trustees shall be a public body corporate with all the powers of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue and be sued, to plead and be impleaded in all courts of law and equity, and to give and receive donations. In all suits against the board of trustees, service of process shall be made on the chair of the board of trustees or on a university designee.
 - (h) Each board of trustees shall be primarily acting as an instrumentality of the state pursuant to section 768.28, Florida Statutes, for purposes of sovereign immunity.
 - (i) Each board of trustees is subject to the public records and open meetings requirements set forth in Article I, section 24 of the Florida Constitution and laws implementing that section.
 - (j) Each board of trustees shall keep and, within two weeks after a board meeting, post prominently on the university's website detailed meeting minutes for all meetings, including the vote history and attendance of each trustee, as provided in section 1001.71, Florida Statutes.
- (3) University Administration and Oversight.
- (a) Each board of trustees shall be responsible for the administration of its university in a manner that is dedicated to, and consistent with the university's mission which shall be otherwise consistent with the mission and purposes of the State University System as defined by the Board of Governors.
 - (b) Each board of trustees may establish committees of the board to address matters including, but not limited to, academic and student affairs, strategic planning, finance, audit, property acquisition and construction, personnel, and budgets.
 - (c) Each board of trustees shall adopt a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the university's mission. University strategic plans shall be submitted to the Board of Governors for approval.
 - (d) Each board of trustees shall prepare a multi-year workplan/report for the Board of Governors that outlines its university's top priorities, strategic directions, and specific actions and financial plans for

achieving those priorities, as well as performance expectations and outcomes on institutional and systemwide goals. The workplan/report shall reflect the university's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs.

- (e) Each board of trustees shall have a policy addressing conflicts of interest for its members.
 - (f) Each board of trustees shall maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
 - (g) Each board of trustees may promulgate regulations and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.
 - (h) Each board of trustees is authorized to secure comprehensive general liability insurance.
 - (i) Each board of trustees may provide for payment of the cost of civil actions against officers, employees, or agents of its board.
 - (j) Each board of trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.
 - (k) Each board of trustees may govern traffic on the grounds of the university and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
 - (l) Each board of trustees shall be responsible for campus safety and emergency preparedness, to include safety and security measures for university personnel, students, and campus visitors.
 - (m) Each board of trustees is authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (4) Academic Programs and Student Affairs.
- (a) Each board of trustees shall adopt university regulations or policies, as appropriate, in areas including, but not limited to:
 1. authorization and discontinuance of degree programs;
 2. articulation and access;
 3. admission and enrollment of students;
 4. minimum academic performance standards for the award of a degree;
 5. student financial assistance;
 6. student activities and organizations;
 7. student records and reports;

8. antihazing, related penalties, and program for enforcement;
9. reasonable accommodation of religious observances; and
10. uniform student code of conduct and related penalties.

Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.

- (b) Each board of trustees shall establish a committee to periodically review and evaluate the student judicial system. At least one-half of the members of the committee shall be students appointed by the student body president.
 - (c) Each board of trustees shall approve the internal procedures of student government organizations.
 - (d) Each board of trustees shall require that institutional control and oversight of its intercollegiate athletics program is in compliance with the rules and regulations of the National Collegiate Athletic Association. The university president is responsible for the administration of all aspects of the intercollegiate athletics program.
- (5) Personnel.
- (a) Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.
 - (b) Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.
 - (c) Each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors and in accordance with the requirements of Regulation 1.002. A presidential search committee shall be appointed to make recommendations to the full board of trustees. The board of trustees shall select a candidate for confirmation by the Board of Governors. Prior to confirmation, the board of trustees shall submit a written description of the selection

process and criteria, the qualifications of the selected candidate, and a copy of the proposed employment contract to the Board of Governors for its consideration in confirming the candidate. The candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation of the candidate will be considered. Such meeting will be held as soon as practicable to ensure a timely transition. Renewals of presidential employment contracts shall be subject to confirmation by the Board of Governors and shall be limited to one-year terms.

- (d) In the event that a board of trustees selects an interim president, such selection is subject to confirmation of the candidate by the Board of Governors. If it is determined by the board of trustees to be in the best interests of the university, the interim president selected by the board may be delegated full authority to serve as the interim president during the period prior to confirmation by the Board of Governors. Continued service as interim president requires confirmation by the Board of Governors, and the candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation will be considered. Such meeting will be held as soon as practicable to ensure a timely transition.
 - (e) Each board of trustees shall develop guidelines for the annual evaluation of the president.
 - (f) Each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors' strategic goals and priorities, and compliance with systemwide regulations.
- (6) Financial Management.
- (a) Each board of trustees shall be responsible for the financial management of its university and shall submit an institutional budget request, including a request for fixed capital outlay, and an operating budget to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.
 - (b) Each board of trustees shall establish tuition and fees in accordance with regulations established by the Board of Governors.
 - (c) Each board of trustees shall establish waivers for tuition and fees pursuant to regulations established by the Board of Governors.
 - (d) Each board of trustees shall engage in sound debt management practices for the issuance of debt by the university and its direct support organizations, and shall comply with the guidelines established by the Board of Governors in connection with the

- authorization, issuance and sale of university and direct support organization debt.
- (e) Each board of trustees shall account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law.
 - (f) Each board of trustees may enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.
 - (g) Each board of trustees shall establish policies and procedures for the performance of annual internal audits of university finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the board of trustees, or its designee.
 - (h) Each board of trustees and each direct support organization shall submit annual financial statements to the Board of Governors.
- (7) Property and Purchasing.
- (a) Each board of trustees and university direct support organization must obtain prior approval from the Board of Governors before entering into a binding contractual obligation to improve real property that will result in the board or the direct support organization seeking a commitment of state funds for the development, construction, operation, or maintenance of an educational or research facility.
 - (b) Each board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same, and approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price.
 - (c) With respect to state-funded real property acquisitions, each board of trustees may, with the consent of the Board of Trustees of the Internal Improvement Trust Fund, sell, convey, transfer, exchange, trade, or purchase real property and related improvements necessary and desirable to serve the needs and purposes of the university.
 1. The board of trustees may secure appraisals and surveys in accordance with the policies and procedures of the Board of Trustees of the Internal Improvement Trust Fund. Whenever the board of trustees finds it necessary for timely property acquisition, it may contract, without the need for competitive selection, with one or more appraisers whose names are

contained on the list of approved appraisers maintained by the Division of State Lands in the Department of Environmental Protection.

2. The board of trustees may negotiate and enter into an option contract before an appraisal is obtained. The option contract must state that the final purchase price may not exceed the maximum value allowed by law. The consideration for such an option contract may not exceed 10 percent of the estimate obtained by the board of trustees or 10 percent of the value of the parcel, whichever is greater, unless otherwise authorized by the board of trustees.
 3. Title to property acquired by a university board of trustees prior to January 7, 2003, and to property acquired thereafter with state funds shall vest in the Board of Trustees of the Internal Improvement Trust Fund. With respect to all other real property acquired by a university, such property shall be titled in the name of the university board of trustees, or as the trustees of the university may deem appropriate.
- (d) Each board of trustees shall submit to the Board of Governors, for approval, plans for all new campuses and instructional centers.
 - (e) Each board of trustees shall administer a program for the maintenance and construction of facilities.
 - (f) Each board of trustees may exercise the right of eminent domain pursuant to the provisions of chapter 1013, Florida Statutes.
 - (g) Each board of trustees shall be responsible for the use, maintenance, protection, and control of, and the imposition of charges for, university-owned or university-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the university.
 - (h) With respect to any funds or real or personal property designated by will, deed, agreement, or court appointment to be held in trust for the benefit of the university, or its students, faculty members, officers, or employees, or otherwise, or for any educational purpose, a university board of trustees is authorized to act as trustee with full legal capacity as trustee to administer such trust property and, in such event, the title thereto shall vest in the board of trustees as trustee. In all such cases, the university board of trustees shall have the power and capacity to do and perform all things as fully as any individual trustee or other competent trustee might do or perform, and with the same rights, privileges, and duties including the power, capacity, and authority to convey, transfer, mortgage, or pledge such property held in trust and to contract and execute all other documents relating to said trust property which may be required for or appropriate to the

administration of such trust or to accomplish the purposes of any such trust. Nothing herein shall be construed to authorize a board of trustees to contract a debt on behalf of, or in any way to obligate, the state; and the satisfaction of any debt or obligation incurred by the board as trustee under the provisions of this section shall be exclusively from the trust property, mortgaged or encumbered.

- (i) Each board of trustees shall prepare and adopt a campus master plan pursuant to section 1013.30, Florida Statutes.
 - (j) Each board of trustees shall prepare, adopt, and execute a campus development agreement pursuant to section 1013.30, Florida Statutes.
 - (k) Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and parking fines.
 - (l) Each board of trustees shall promulgate regulations that establish basic criteria related to the procurement of commodities and contractual services.
 - (m) Each board of trustees shall be responsible for the fire safety and sanitation of public educational and ancillary plants.
- (8) Miscellaneous Powers and Duties.
- (a) Each board of trustees is authorized to form such corporate entities as are necessary to establish and maintain faculty practice plans for the collection, distribution, and regulation of fees generated by faculty members engaged in the provision of healthcare services to patients as an integral part of their academic activities and employment as faculty. Each such faculty practice plan must be adopted by the board of trustees in accordance with regulations of the Board of Governors and approved by the Board of Governors.
 - (b) Each board of trustees is authorized to establish direct support organizations and university health services support organizations and certify them to use university property, facilities, and services.
 - (c) Each board of trustees may establish educational research centers for child development.
 - (d) Each board of trustees is authorized to protect, develop, and transfer the work products of university personnel and other university agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products. Each board of trustees shall have policies and procedures concerning the work products of university personnel that facilitate technology development and

transfer for the public benefit. Such policies must include, without limitation, provisions that take into account the contributions of university personnel in the development of work products and that require any proceeds from such work products be used to support the research and sponsored training programs of the university.

- (e) Each board of trustees is responsible for compliance with all applicable laws, rules, regulations, and requirements.
- (f) Each board of trustees shall perform such other duties as provided by the Board of Governors, or as each board of trustees may determine are necessary or appropriate for the administration of the university so long as the trustees comply with any applicable laws and Board of Governors' regulations and policies.

Authority: Section 7(c), Art. IX, Fla. Const.; History: Resolution 1-07-03, New 3-26-09, Amended 09-16-10, 08-31-17.

Attachment C

10.002 Sponsored Research

- (1) University boards of trustees are authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (2) Each university shall annually certify to the Board of Governors that it has policies in place to negotiate, enter into, and execute research contracts including, but not limited to, policies for solicitation and acceptance of research grants and research donations, policies for the collection of fees and research donations in the context of university sponsored research, and policies relating to the appropriate use of research funds.
- (3) Each certification will further provide that reasonable control and monitoring systems are in place for research activities to comply with applicable laws and the mission and long term plans of the university. The certification will be submitted to the Board of Governors by October 1 of each calendar year.
- (4) The certification form will be signed, to the best of the certifying official's knowledge, by the most senior officer responsible for research as designated by the President and the annual certification will be reported to the board of trustees.

Authority: Section 7(d), Art. IX, Fla. Const.; History: New 6-22-17.

ITEM: NG-3

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Appointment of Board Member to UCF Research Foundation

Background:

Florida Statute 1004.28(3) requires that the university board of trustees approve all board appointments to direct support organizations.

UCF Research Foundation Bylaws provides that the President may appoint a designee to the Board of Directors. The UCF Research Foundation is recommending that Peter Wearden, MD, PhD, be considered for appointment. He will be appointed to a three-year term effective immediately.

Issues to be Considered:

N/A

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Approve the appointment of Dr. Peter Wearden to serve on the corporation's Board of Directors.

Authority for Board of Trustees Action:

Fl. Statute 1004.28(3)

Third Amended and Restated Bylaws of the University of Central Florida Research Foundation

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Board member candidate bio and CV

Attachment B: Third Amended and Restated Bylaws of the UCF Research Foundation

Facilitators/Presenters:

N/A

Attachment A

Peter D. Wearden, MD, PhD

Director and Chair, Nemours Cardiac Center in Florida and Chief of Cardiothoracic Surgery, Nemours Children's Hospital

Peter D. Wearden, MD, PhD, joined Nemours Children's Hospital in October 2015. Before joining Nemours, he served as a pediatric cardiothoracic surgeon at the Children's Hospital of Pittsburgh of UPMC (University of Pittsburgh Medical Center). Dr. Wearden earned his medical degree and a doctorate in pharmacology and toxicology from the West Virginia University School of Medicine, where he continued his training with a residency in surgery. Following a residency in cardiothoracic surgery at the University of Pittsburgh Medical Center, Dr. Wearden completed a fellowship in pediatric cardiothoracic surgery at the Hospital for Sick Children in Toronto. Dr. Wearden is certified by the American Board of Thoracic Surgery and the American Board of Surgery. Dr. Wearden is an NIH funded investigator and recognized as an international authority on the development and implementation of artificial hearts and lungs in children.

Attachment B

**THIRD AMENDED AND RESTATED
BYLAWS
OF THE
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
f/k/a The Research Foundation of The University of Central Florida, Inc.
(A Not-For-Profit Corporation)**

**ARTICLE I
Board of Directors**

Section 1. Membership, Term of Office, and Chair. The Board of Directors shall consist of not less than six (6) and not more than nine (9) voting members. The first and second members shall be the University of Central Florida (UCF or University) President and UCF Provost, or their respective designees. The third member shall be the UCF Vice President for Research and Commercialization. The fourth member shall be appointed by the UCF Vice President for Medical Affairs. The fifth member shall be appointed by the University President. The sixth member shall be appointed by the Chair of the University Board of Trustees. The seventh member shall be the UCF Chief Financial Officer. Additional members of the Board shall only be appointed by the University President.

The University President and UCF Provost, and their respective designees, shall serve as Directors for such time as the President and Provost, individually, continue to serve as the President and Provost of the University. The Director appointed by the Chair of the University Board of Trustees shall serve for such time as the Chair of the University Board of Trustees continues to serve as the Chair. The UCF Vice President for Research and Commercialization shall serve as a Director for such time as he or she continues to serve as the Vice President for Research and Commercialization of the University. The Director appointed by the UCF Vice President for Medical Affairs shall serve for such time as the Vice President for Medical Affairs continues to serve as a Vice President of the University. The remaining Directors shall serve a three-year term and shall be eligible for re- appointment by majority vote of the University President, University Provost, and UCF Vice President for Research and Commercialization, or their designees where applicable.

The respective appointments or designations to the Board shall serve at the pleasure of the University President, University Provost, Chair of the University Board of Trustees, or UCF Vice President for Medical Affairs and until a successor is appointed. The University President, University Provost, Chair of the University Board of Trustees, and UCF Vice President for Medical Affairs shall have full discretionary power to replace their individual appointments or designations to the Board. Notice of any such replacement shall be provided to the University President and the President of the Corporation.

The UCF Vice President for Research and Commercialization shall serve as Chair of the Board.

Section 2. Powers and Duties of the Board of Directors. The property, affairs, activities, and concerns of the Corporation shall be vested in the Board. All management functions shall be exercised by the Board, subject to delegation by the Board to the Officers and the Executive Committee. The University President shall:

- a) Have authority and responsibility to monitor and control the use of University resources and the University name in accordance with applicable Florida laws and University rules and policies, as amended from time-to-time.
- b) Have authority to monitor and control the use of the Corporation's resources.
- c) Retain control of the Corporation's name and monitor compliance of the Corporation with state and federal laws and rules of the Board of Trustees.
- d) Possess line-item authority over the budget of the Corporation. This authority includes the establishment of additional line items and reduction or elimination of existing budgetary items.
- e) Approve salary supplements and other compensation or benefits paid to the University faculty and staff from Corporation's assets.

Section 3. Meetings. A regular annual meeting of the Board shall be held between August 1 and September 30 at a date and time set by the Board. Other regular meetings may be held at dates and times set by the Board. Notice of the meetings, signed by the Secretary, and shall be given by personal delivery, U.S. Mail or electronic mail to the last recorded address of each Director at least ten (10) days before the time appointed for the meeting. Special meetings of the Board may be called by the President or Secretary of this Corporation, two (2) or more Directors, or the University President. Notice of any special meeting of the Board shall be given at least ten (10) days prior thereto by personal delivery, U.S. Mail, or electronic mail to each Director at his or her address as shown by the records of the Corporation and to the Chair of the University Board of Trustees. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Business to be transacted at the meeting need not be specified in the notice or waiver, unless specifically required by law or by these Bylaws. Proxies, general or special, shall not be accepted for any purpose in the meetings of the Board. The use of telephone or video conferencing for meeting attendance, quorum and voting is permissible so long as the meeting is held in accordance with the Florida Government-in-the-Sunshine Law.

Section 4. Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, a majority of those present may adjourn the meeting from time-to-time without further notice.

Section 5. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws.

Section 6. Vacancies. Whenever any vacancy occurs on the Board, by death, resignation, or otherwise, it shall be filled without undue delay. In the case of the University President, Provost, and Vice President for Research, the person who is acting as the University President, Provost, or Vice President for Research will fill the vacancy.

Section 7. Order of Business. The order of business shall be as follows at all meetings of the Board and Executive Committee:

- a) Calling of the roll

- b) Proof of notice of meeting or waiver of notice
- c) Reading of the minutes
- d) Receiving communication
- e) Election of officers and directors, if necessary
- f) Reports of officers
- g) Report of committees
- h) Unfinished business
- i) New business

Any question as to the priority of business shall be decided by the Chair without debate. This order of business may be altered or suspended at any meeting by a majority vote of the Directors present.

ARTICLE II Officers

Section 1. Number. The Officers of this Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. Additional Officers may be appointed by the Board.

Section 2. Method of Election and Removal. The Board shall elect all officers at its regular annual meeting, or other regular or special meeting, and such Officers shall serve for a term of one (1) year. A majority of a quorum present shall be necessary to constitute an election. The election of the President of the Corporation shall be upon the recommendation and prior approval of the University President. The Board may remove any Officer at any special meeting by a vote of majority of a quorum present, provided that notice of the pending removal is set forth in the notice of the special meeting, or provided that all Directors waive notice of such special meeting.

Section 3. Duties of Officers. The duties and powers of the Officers of the Corporation shall be as follows:

- a) President. The President shall be a member *ex officio*, with the right to vote, of all committees. At the regular annual meeting of the Board and at such other times as he or she deems proper, he or she shall communicate to the Board such matters and make such suggestions as may in his or her opinion tend to promote the prosperity and usefulness of the Corporation. The President shall act as the Chief Executive Officer of the Corporation and shall do and perform such other duties as may be assigned to him by the Board. The President is authorized to execute all certificates, contracts, deeds, notes and other documents or legal instruments authorized or issued by the Board in the name of the Corporation, with the Secretary attesting. The President of the Corporation shall also report to the University President, or his or her designee, who shall be a vice president or other senior officer reporting directly to the President. As required for the efficient operation of the Corporation, the President may authorize others to serve as signatories for specific categories of agreements, e.g., research contracts and research grants.
- b) Vice President. The Vice President shall be authorized to act on matters delegated to him or her by the President of the Corporation and shall take such actions as necessary to allow for the efficient operation of the Corporation.

- c) Secretary. The Secretary shall keep full and accurate minutes of all the meetings of the Board and Executive Committee in a book provided for that purpose and shall transmit all notices required by these Bylaws. The Secretary shall perform all duties incident to the management of the office of Secretary of the Board. The Secretary may sign documents with the President in the name of this Corporation. The Secretary shall have charge of all official records of the Corporation, which shall be at all reasonable times open to the inspection of any Director. The Secretary shall exercise such authority to collect revenues and make routine expenditures, which authority shall be delegated by the Board, the Executive Committee, or the President of the Corporation.

- d) Treasurer. The Treasurer shall receive and keep the funds of the Corporation and pay out the same only in accordance with the guidelines established by the Board. The Treasurer shall perform all duties incident to the management of the office of Treasurer of the Board. The Treasurer shall deposit all monies, checks, and other credits to the account of the Corporation in such bank or banks or other depositories as the Board may designate. The Treasurer shall have full oversight over the financial transactions of the corporation, and shall participate as a member of the Finance Committee. He or she shall render to the Board an account and statement of all transactions at the annual meeting of the Board and at such other times as the Board may determine. The Treasurer shall regularly maintain a full and accurate account of all monies received and paid out on accounts administered by the Corporation. The Treasurer shall at all reasonable times exhibit his or her books and accounts to the Finance Committee and/or any Director.

In no case shall an individual Officer hold more than one position.

Section 4. Bond. The Officers of the Corporation shall, if required by the Board, give to the Corporation such security for the faithful discharge of their duties as the Board may direct.

Section 5. Checks. All vouchers for checks or drafts over Twenty-five thousand dollars (\$25,000) on the funds of the Corporation shall be approved in writing by one (1) Officer and (1) one Director. All vouchers for checks or drafts equal to or under Twenty-five thousand dollars (\$25,000) shall be approved in writing by the Treasurer or his or her designee.

Section 6. Audit. At the close of each fiscal year, the Finance Committee or President of the Corporation shall arrange for the auditing of the books, records, and accounts of the Corporation. The annual audit shall be performed in accordance with Generally Accepted Auditing Standards and Government Auditing Standards issued by the Comptroller General of the United States. A management letter of response will be included, if appropriate.

Neither the auditors selected nor any member or employee of any auditing firm selected shall be a Director or any officer of the Corporation, unless this requirement is specifically waived by action of the Board.

A copy of the report of the auditor shall be made available to each member of the Corporation's

Board of Directors as soon as practicable and such report shall be presented at the next meeting of the Board of Directors held after the report is completed.

The annual financial audit and any management letter shall be forwarded to the University Board of Trustees.

Section 7. Vacancies. All vacancies in any Officer position shall be filled by the Board without undue delay at its regular annual meeting or at any other regular or special meeting, or in any office, it may be filled by appointment made by the University President in conformity with these Bylaws. The newly appointed member or officer shall act during the remainder of the unexpired term of his or her predecessor.

Section 8. Compensation. The Officers shall receive no special salary or compensation for being Officers of the Corporation, other than their usual salaries as employees of the University. The benefits of all employees of the Corporation shall be set by the President of the Corporation with the approval of the Executive Committee or the Board. The President of the University shall determine the compensation of Corporation employees from Corporation assets and such authority may not be delegated. The Directors and Officers of this Corporation, except those otherwise employed by the Corporation, shall not receive any compensation from this Corporation for their services as director or officer; provided, however, that they may be reimbursed from funds of the Corporation for any travel expenses or other expenditures incurred by them in the proper performance of their duties.

ARTICLE III Committees

Section 1. Executive Committee. The Board may elect at its regular annual meeting, or other regular or special meeting, an Executive Committee consisting of four (4) Directors, one (1) of which shall be the University President, or his or her designee, and one (1) which shall be the appointee of the Chair of the University Board of Trustees. The Executive Committee shall have such powers as may be delegated to it by the Board. A majority of the Executive Committee shall be sufficient to exercise all of its powers. Proxies, general or special, shall not be accepted in the meetings of the Executive Committee. Between meetings of the Board, the Executive Committee shall have the authority of the full Board, provided that the Executive Committee shall not have the authority to do the following unless specifically empowered by the Board to do so:

- a) Take any action inconsistent with a prior act of the Board;
- b) Alter Articles of Corporation or these Bylaws;
- c) Fill vacancies; or
- d) Authorize the purchase, sale or lease of land or buildings or grant a mortgage on real estate to secure a debt.

In the absence of an elected Executive Committee, the entire Board shall constitute such Executive Committee.

Section 2. Finance Committee. The Finance Committee shall be a committee consisting

of a minimum of two (2) Directors and one (1) Officer, and shall assist the Board of Directors in fulfilling its responsibility with respect to the Corporation's finances, investments, annual budget, audit, and long term financial planning.

The first Director shall be the UCF Chief Financial Officer, the second Director shall be appointed by the UCF Vice President for Research & Commercialization, and the Officer shall be the Treasurer of the Corporation, who shall serve as the Secretary of the Finance Committee.

Section 3. Standing Committees. The Board, on its own motion or upon the recommendation of the President of the Corporation, may appoint such committees comprising Directors and Officers as it may deem necessary and advisable to assist in the conduct of the Corporation's affairs.

Section 4. Special Committees. The Board may, at any time, appoint other committees comprising Directors and Officers on any subject for which there are no standing committees. The President of the University shall have the authority to establish an unlimited number of Special Committees to accomplish any objectives affecting various interests and the welfare of the Corporation and the University of Central Florida.

Section 5. Committee Quorum. A majority of any committee shall constitute a quorum for the transaction of business, unless any committee shall by majority of its entire membership decide otherwise.

Section 6. Committee Vacancies. The various committees shall have the power to fill vacancies in their membership with the exception of the executive Committee. Vacancies on the Executive Committee shall be filled by the Board.

ARTICLE IV

Seal

The Corporation shall have the power to adopt, use, and alter a common corporate seal, in accordance with the Articles of the Corporation and Florida Statute 617.0302.

ARTICLE V

Amendments

These Bylaws may be amended by majority vote of the entire Board at any duly organized meeting, subject to the approval of the University of Central Florida Board of Trustees, and in accordance with the Article of the Corporation.

ARTICLE VI

Fiscal Year

The fiscal year of the Corporation shall commence on July 1 of each year and end on June 30.

**ARTICLE VII
Employment**

Section 1. Any person employed by the Corporation shall not be considered to be an employee of the State of Florida or the University solely by virtue of such employment with the Corporation.

Section 2. The Corporation shall provide equal employment opportunities for all persons regardless of race, color, religion, sex, age, or national origin.

**ARTICLE VIII
Indemnification**

Section 1. Indemnification. Pursuant to Sections 607.0850 and 617.028, Florida Statutes, any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the Corporation, by reason of the fact that he or she is or was a Director or Officer of the Corporation) shall be indemnified against expenses (including attorneys fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, including any appeal thereof, but only if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The Corporation shall have the authority to purchase insurance for this purpose.

Section 2. Authorization of Indemnification. Any indemnification hereunder shall be made by the Corporation only upon a determination that indemnification of the Director or Officer is proper in a specific case because he or she has met the standard of conduct set forth in Section 1 of this Article VIII. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or, if such quorum is not obtainable, by a majority vote of a committee duly designated by the Board (in which Directors who are parties may participate) consisting solely of two (2) or more Directors not at the time parties to the action, suit or proceeding or by a committee comprised of individuals who were not parties to such action, suit or proceeding where such committee is selected by a majority vote of the full Board (in which Directors who are parties may participate).

**ARTICLE IX
Ethics and Financial Disclosure**

Section 1. Ethical Duties Generally. It is the duty of each Director and Officer to fully comply with the Government-in-the-Sunshine Law set forth in Section 286, et seq., Florida Statutes, the Public Records Law set forth in Section 119, et seq., Florida Statutes, and to the extent it applies, the Code of Ethics for Public Officers and Employees set forth in Chapter 112, Part III, Florida Statutes.

Section 2. Procedure for Filing and Handling Complaint. Any allegation of violation of any provision of this Article IX shall be referred to the President of the Corporation or such other person as the University President shall designate. The President of the Corporation, or such other person as may be designated by the University President, shall be responsible for undertaking an initial investigation of the factual and legal basis for the complaint. The President of the Corporation, or such other person designated by the University President, shall make a recommendation to the Chair as to whether sufficient probable cause exists to bring the complaint before the Board for its consideration, and if deemed appropriate as to an appropriate penalty.

Section 3. Conflict of Interest. All actual or potential conflicts of interest involving Directors of the Corporation shall be disclosed and addressed in accordance with the Corporation's Conflict of Interest Policy.

Section 4. Penalties. Any Director, Officer, or employee who knowingly violates any provision of this Article IX may be punished by: (a) written reprimand, and/or (b) in the case of a Director or Officer, recommendation that the Board terminate the Director's or Officer's affiliation with the Corporation. Any employee who knowingly violates any provision of this Article IX may be subject to discipline, up to and including termination of employment.

**ARTICLE X
Miscellaneous Provisions**

Section 1. Contracts for the routine activities of this Corporation shall be signed in the name of the Corporation or in the Corporation's fictitious name, University of Central Florida Applied Research Institute, by the President or such other(s) as the President may authorize in accordance with Article II(3)(a).

Section 2. Public access to the Corporation's records shall be governed by Section 1004.28, Florida Statutes.


The undersigned, as Secretary of the Corporation, hereby certifies that the foregoing Third Amended and Restated Bylaws of University of Central Florida Research Foundation, Inc. were approved by no less than a two-thirds (2/3) vote of the entire Board at the meeting held on December 8, 2015.



Signature
4/4/2016
Date
Kim Smith, Secretary

Legal Approval:

Approved as to Form and Legality

 12/30/2016

ITEM: NG-4

UCF BOARD OF TRUSTEES
September 19, 2019

Title: UCF Convocation Corporation Bylaws Amendments

Background:

UCF Convocation Corporation (UCFCC) was certified as a direct support organization on August 8, 2005. Its purpose is to promote and support the mission of the university as well as financing facilities to meet university needs for large meetings, or convocation space and to provide additional student housing. The current UCFCC Bylaws were adopted by the UCFCC Board of Directors on August 27, 2014.

UCFCC has the responsibility to periodically review its bylaws and propose any amendments to the Nominating and Governance Committee and Board of Trustees. The UCFCC Bylaws have been amended by its Board of Directors as recommended by the Association of Governing Boards to ensure compliance with statute and regulation changes regarding DSOs; to align with the bylaws of other university DSOs; to update titles; and to make changes to roles of certain officers.

As any red-line of the bylaws would be significant and confusing, this section includes a summary of substantive changes:

- A new definition for Laws identifies current laws, regulations and policies applicable to direct support organizations and anticipates changes to the laws without the need to update the bylaws in the future.
- Because of the integral role of student housing to the project, the university's Vice President, Student Development and Enrollment Services is now a required position on the board and she is designated as vice chair.
- The revised bylaws designate a presidential appointee as the chair of the board of directors.
- Certain financial obligations of the board are clarified, including approval of any material changes to the budget.
- The chair possesses line-item authority over the budget to be consistent with other direct support organizations and the sovereign immunity court cases.
- Officers now have two-year terms.
- The secretary-treasurer role also the university's Chief Operating Officer is further clarified and included is responsibility for day-to-to duties related non-housing matters.
- The surety bond was deleted as unnecessary for UCF employees and trustees.
- The 15-day requirement was deleted to provide flexibility as each board member is a UCF employee or trustee.

On August 5, 2019, the UCFCC Board of Directors accepted and approved the Third Amended and Restated Bylaws.

Issues to be Considered:

Margaret Jarrell-Cole, the university's Associate Vice President for Direct Support Organizations, has reviewed, provided edits and support regarding the proposed bylaw amendments.

Alternatives to Decision:

Many of the proposed amendments are required for UCFCC to comply with Florida statutes and regulations others were recommended by the Association of Governing Boards. While other language may be considered,

the substance and spirit of the amendments required by statute and regulation changes are necessary for many changes.

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Approval of proposed Third Amended and Restated Bylaws.

Authority for Board of Trustees Action:

- Section 1004.28 Florida Statutes
- BOG Regulation 9.011
- UCF Regulation 4.034(3)(d)
- Second Amended and Restated UCF Nominating and Governance Committee Charter, Section 1.11

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Grant Heston, Chair, UCF Convocation Corporation

Supporting Documentation:

Attachment A: Proposed Third Amended and Restated Bylaws

Attachment B: Amended and Restated Bylaws of UCF Convocation Corporation (2014)

Facilitators/Presenters:

Margaret Jarrell-Cole, Associate Vice President, Direct Support Organizations

Attachment A

**THIRD AMENDED AND RESTATED BYLAWS OF
UCF CONVOCATION CORPORATION (Corporation)**

ARTICLE 1 MEMBERSHIP

The Corporation will have no members and will be managed by the Board of Directors.

ARTICLE 2 BOARD OF DIRECTORS AND MEETINGS

1. Directors. The Board of Directors (Board) will consist of:
 - A. The President of the University of Central Florida (UCF) or designee.
 - B. A person appointed by the Chair of the University of Central Florida Board of Trustees (BOT).
 - C. In addition, both the UCF President and the Chair of the BOT may appoint one or more additional members.

The BOT representative provided for in Section 1B may not be the UCF President. The BOT Chair and the UCF President may not appoint the same individual to represent them both on the Board.

The BOT will approve all appointments to the Board other than the representatives appointed by the UCF President or the BOT Chair.

2. Term of Office. Ex-officio directors, who are employees of UCF or its affiliated entities, will serve a two (2)-year term or the term of their position with UCF when appointed, whichever is less. Other directors will serve a two (2)-year term. Any director may be removed, with or without cause, by the person who appointed the director. Directors may serve successive terms.
3. Powers and Duties. The property, affairs, activities and concerns of the Corporation will be vested in the Board subject to the Articles of Incorporation, Bylaws, applicable laws, guidelines, policies and regulations, including section 267, F.S. section 1004.28, F.S., section 1010.62 F.S., Florida Board of Governors Regulation 9.011 and UCF Regulations 2-100.5, 2-1002.3, 2-207, 2-208, 2-209, and 4.034 (Laws). All management functions will be exercised by the Board subject to its delegation. The powers and duties of the Board will be to:
 - A. Faithfully discharge its duties under the Laws.
 - B. Meet when requested by the Chair of the Board, the Vice Chair of this Corporation, or any two members of the Board.

- C. Select a bank or banks or other depositories for the Corporation; and to cause the Corporation to conduct its financial affairs in conformity with the policies and procedures adopted by the Board.
 - D. Cause an independent audit of the books and records of this Corporation at least once each fiscal year together with a management letter, including the response from management, if required. This audit will be conducted by a firm of independent Certified Public Accountants selected in accordance with the Laws by the Chair of the Board. The engagement letter will provide the audit render an opinion on the financial statements under generally accepted accounting principles and to have the results of the audit reported to and accepted by the Board. In accordance with the Laws the audit will be forwarded to the BOT for review and oversight.
 - E. To hold and to invest and reinvest monies it receives and to hold property, to sell or exchange the same, and to invest and reinvest the proceeds of any sale or other conversion of any property.
 - F. To borrow money by issuing long or short-term notes, bonds, or debentures and to pledge, mortgage, or otherwise encumber its assets within the discretion of the Board, subject to the Laws.
 - G. Approve the Corporation's budget as well as any material changes to the budget.
 - H. Cause the Corporation to conduct its financial affairs in conformity with the policies and procedures adopted by the Board.
4. Quorum and Voting. A majority of the directors will constitute a quorum at any meeting of the Board or its committees and all questions will be determined by a majority vote.
5. Meetings of the Board. The Chair of the Board will preside at meetings of the Board. In the absence of the Chair from any meeting, the Vice Chair of the Corporation will preside.

The annual meeting of the Board will be held before the end of the Corporation's fiscal year, or as soon after that date as possible. The time and location of the annual meeting will be designated by the Chair of the Board.

6. Vacancies. Whenever any vacancy occurs in the Board by death, resignation, or otherwise, it will be filled without undue delay. Any person appointed or designated to fill a vacancy in the Board will hold office for the unexpired term of his or her predecessor in office. A director or officer may resign at any time by submitting a written resignation to the Chair of the Board and the UCF President.
7. Removal. The UCF President may remove any director at any time upon written notice, with or without cause, except for directors appointed by the BOT Chair. The Board may remove

any director at any time upon a two-thirds vote of the directors, whenever the best interests of the Corporation would be served.

8. Participation by Telephone. Board members may participate in a meeting of the Board by telephone or similar communications equipment provided all persons participating in the meeting are able to communicate with each other if permitted by the Laws.

ARTICLE 3 CHAIR AND OFFICERS

1. Chair. The Chair of the Board will be an appointee of the President of UCF and will have the following authority:
 - A. Preside at meetings of the Board. In the absence of the Chair from any meeting, the Vice Chair will preside.
 - B. Retain the authority to monitor and control the use of the Corporation's resources. The Chair will retain control of the Corporation's name and will monitor compliance of the Corporation with the Laws.
 - C. Review and approve, or appoint a designee, for the Corporation's quarterly expenditure plans. If the Chair appoints a designee to review and approve the quarterly expenditure plans, the designee will be a Vice President or another senior officer of UCF who reports directly to the UCF President. The quarterly expenditure plan will separately delineate planned actions which may result in a commitment of UCF resources or the resources of the Corporation.
 - D. Possess line-item authority over the budget of the Corporation. This authority includes the establishment of additional line items and reduction or elimination of existing budgetary items.
 - E. Prepare the agenda for all meetings of the Board or appoint a designee.
 - F. Appoint the officers of the Corporation. Only employees of the Corporation or the University may be appointed as officers of the Corporation. In the absence of the Chair, the Vice Chair may appoint officers.
 - G. In the event of absence, inability, or refusal to act of any of the officers, the Chair will appoint a successor or successors to perform the duties of their respective offices.
2. Vice Chair. The Vice President, Student Development and Enrollment Services or designee, who will be Vice Chair and considered a designee of the UCF President. The duties of the Vice Chair of this Corporation will be to:
 - A. Manage the day to day operations of the Corporation related to housing, subject to

delegation.

- B. Serve in the absence or disability of the Chair.
 - C. In the absence of the Chair, appoint officers.
3. Secretary. The duties of the Secretary will be to keep:
- A. Accurate minutes of the proceedings of the annual meeting of the Corporation and all meetings of the Board and preserve them as a permanent record.
 - B. A copy of the Articles of Incorporation and Bylaws of the Corporation and all amendments to them.
 - C. The seal of the Corporation, if necessary, and affix it to official documents, records and papers as may be required.
 - D. An accurate list of all members of this Corporation and their respective terms of service.
4. Treasurer. The duties of the Treasurer will be to:
- A. Assure adequate provision is made for the care and custody of all the assets of the Corporation.
 - B. Prepare the annual budget of the Corporation and provide it to the Board for approval and BOT for review.
 - C. Oversee the preparation of any required federal or state tax forms, including IRS Form 990.
 - D. Oversee any financing, lease or related documents.
 - E. Manage the day to day operations of the Corporation, subject to delegation.
 - F. Facilitate the annual independent audit.
5. Secretary and Treasurer. The offices of Secretary and Treasurer may be held by a single person.
6. Removal. The UCF President may remove any officer at any time upon written notice, with or without cause. The Board may remove any officer at any time upon a two-thirds vote of the directors, whenever the best interests of the Corporation would be served.
7. Vacancies. In the event of absence, inability, or refusal to act of any of the ex officio or

designated officers of the Corporation, the Chair, except as otherwise provided for in these Bylaws will appoint a successor or successors to perform the duties of their respective offices subject to the Laws.

ARTICLE 4 COMMITTEES

The Chair of the Board may, at any time, appoint and charge committees (Committees) as necessary and advisable to assist in the conduct of the Corporation's affairs. Committee members may include members who are not directors. Committees will include a majority of directors and will be chaired by a director appointed by the Chair of the Board. Committee member appointments will be for defined terms, and committee members may be removed at any time, with or without cause, by the Chair of the Board. A majority of any committee of the Corporation will constitute a quorum for the transaction of business. Committees will comply with the Laws.

Standing Committees may be established by the Board. Standing Committees will be permanent unless a term is specified, and their membership will consist of directors or other members of the UCF community as appointed by the Chair. Standing Committee members will serve until the Chair of the Board appoints a replacement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

1. Contracts. Contracts for the routine activities of this Corporation will be signed in the name of the Corporation by the Chair or Vice Chair, or as otherwise delegated by the Board.
2. Officer and Director Compensation. The Directors and Officers of this Corporation, except those otherwise employed by the Corporation, will not receive any compensation from this Corporation for their services as director or officer; provided, however, they may be reimbursed from funds of the Corporation for any travel expenses or other expenditures incurred by them in the proper performance of their duties. Any expense reimbursement or personal services compensation will comply with the Laws.
3. Officer and Director Indemnification. This Corporation will indemnify and hold harmless all directors, officers, and employees of the Corporation for any liability incurred as a result of their actions in the performance of their duties on behalf of this Corporation. The Corporation will have the authority to purchase insurance for this purpose.

ARTICLE 6 AMENDMENTS

These Bylaws may be made, altered, or rescinded by a two-thirds (2/3) vote of members of the Board present at any regular or special meeting at which a quorum is present. All amendments must be submitted to the BOT in accordance with UCF Regulation 4.034 (3) (d) for approval prior to becoming effective.

ARTICLE 7 FISCAL YEAR

The fiscal year of the Corporation will begin on July 1 and end on June 30 of the following year, or as otherwise directed by the BOT.

ARTICLE 8 NONDISCRIMINATION

The Corporation is committed to non-discrimination with respect to race, creed, color, religion, age, disability, sex, marital status, national origin, veteran status or any other basis protected by law.

ARTICLE 9 CONFLICT OF INTEREST

All actual or potential conflicts of interest involving directors of the Corporation will be disclosed and addressed in accordance with the Corporation's conflict of interest policy.

ARTICLE 10 DIRECT SUPPORT ORGANIZATIONS

1. Governing Authority. The Corporation operates as a Direct Support Organization (DSO) for the benefit of UCF as defined by Florida statute. DSOs are certified by the BOT and follow the Law.
2. University Resources and Name. The UCF President has the authority to monitor and control the use of UCF's resources, including the names of DSOs.
3. Public Records and Open Meetings. Public access to the Corporation's records and public meetings of a DSO are governed by the Laws, including Section 1004.28, Florida Statutes.
4. Employees. Persons employed by the Corporation will not be considered to be employees of the State of Florida by virtue of employment with the organization

I CERTIFY these Third Amended and Restated Bylaws were approved by majority vote of the Board on August 5, 2019 and submitted to the BOT on _____, 2019.

Secretary

_____, 2019
Date

Attachment B

**AMENDED AND RESTATED
BYLAWS OF
UCF CONVOCATION CORPORATION**

ARTICLE I.

MEMBERSHIP

The Board of Directors (Board) of the Corporation shall constitute the members of the Corporation.

ARTICLE II.

ANNUAL MEETING

1. The members of this Corporation shall meet at least annually and more often if needed. The time and location of the annual meeting shall be designated by the Chairman of the Board.
2. The annual reports of the officers for the year shall be read and considered.
3. Following the reports of the officers, such other business as may come before the body may be transacted.
4. At this meeting, a majority of the members shall constitute a quorum and a majority of those members present may transact any business coming before the body.

ARTICLE III.

BOARD OF DIRECTORS

1. The following persons shall be directors of the Corporation:
 - A. The President of the University of Central Florida or his designee.
 - B. A person appointed by the Chairman of the University of Central Florida Board Of Trustees.
 - C. One or more persons appointed by the President of the University of Central Florida or his designee.

2. Each director appointed by the President or his designee and who is employed by the University of Central Florida shall serve at the discretion of the President. Directors appointed by the Chair of the Board of Trustees shall serve at the discretion of the Chair of the Board of Trustees. All other directors shall serve a two-year term unless removed, with or without cause, by the person who appointed such director. Directors may serve successive terms.
3. The duties of the Board shall be as follows:
 - A. To discharge faithfully all the duties imposed upon it by the Articles of Incorporation and bylaws.
 - B. To meet upon the call of the Chair of the Board, the President of this Corporation, or any two members of the Board.
 - C. To select a bank or banks or other depositories for the deposit of the funds and securities of the Corporation; and to cause the Corporation to conduct its financial affairs in conformity with the policies and procedures adopted by the Board.
 - D. To approve an annual budget for the Corporation.
 - E. To approve, accept, or give direction for any other business of the Corporation as the need may arise.
4. A majority of the directors or committee members shall constitute a quorum at any meeting of the Board or Committees, respectively thereof, and all questions shall be determined by a majority vote.
5. The Chair of the Corporation shall preside at meetings of the Board of Directors. In the absence of the Chair from any meeting, the President of the Corporation shall preside, or a designee appointed by the Chair in the absence of the President.
6. Meetings may be conducted by telephone, video conference, or similar communications equipment, provided all persons participating in such meetings are able to communicate with each other.
7. Proxies, general or special, shall not be accepted for any purpose in the meeting of the Board or Committees thereof.

ARTICLE IV.

CHAIR OF THE BOARD AND OFFICERS OF THE CORPORATION

1. The Chair of the Board shall have the following authority:
 - A. The Chair shall retain the authority to monitor and control the use of the Corporation's resources. The Chair shall retain control of the Corporation's name and shall monitor compliance of the Corporation with state and federal laws and the rules of the Board of Governors and University Board of Trustees.

- B. The Chair or Chair's designee shall review the quarterly expenditure reports for the Corporation. If the Chair appoints a designee to review the quarterly expenditure reports, such designee shall be a Vice President or other senior officer of the University who reports directly to the President of the University.
 - C. The Chair or designee shall prepare the agenda for all meetings of the Board.
 - D. The Chair shall appoint the officers of the Corporation. The Chair may appoint officers who do not serve on the Board of Directors. Terms of officers may coincide with the term of the appointee unless otherwise specified by the Chair. In the absence of the Chair, the President of the Board may appoint officers.
 - E. In the event of absence, inability, or refusal to act from any of the officers of this Corporation, the Chair shall appoint a successor or successors to perform the duties of their respective offices. In the absence of a Chair, the President of the Corporation may appoint successors.
2. The duties of the President of this Corporation shall be as follows:
- A. To manage the day-to-day operations of the Corporation and to preside over meetings in the absence of the Chair.
3. The duties of the Secretary shall be as follows:
- A. To keep accurate minutes of the proceedings of the annual meeting of the Corporation and all meetings of the Board and preserve same in a book of such nature so as to serve as a permanent record.
 - B. To keep on record a copy of the Articles of Incorporation and Bylaws of the Corporation and all amendments thereto.
 - C. To keep the seal of the Corporation and affix same to such official documents, records, and papers as may be required.
 - D. To keep an accurate list of all members of this corporation.
4. The duties of the Treasurer shall be as follows:
- A. To assure that adequate provision is made for the care and custody of all the assets of this Corporation.
 - B. To assure that adequate provision is made to keep in force a blanket surety bond to assure that each officer and employee who is authorized to collect, hold, or disburse funds of the Corporation shall faithfully discharge his or her duties.
5. The offices of Secretary and Treasurer may be held by a single person.

ARTICLE V.

COMMITTEES OF THE BOARD

1. The Standing Committees may be established by the Board as needed. The Board shall perform the duties of the Standing Committees until such time the committees are established. Standing Committees shall be permanent, and their membership shall consist of directors and such other members of the University community as appointed by the Chair. Standing Committee members shall serve until the Chair of the Board appoints a replacement.

ARTICLE VI.

MISCELLANEOUS PROVISIONS

1. Contracts for the routine activities of this Corporation shall be signed in the name of the Corporation by the Chair or President, or their designee.
2. The Directors and Officers of this Corporation, except those otherwise employed by the Corporation, shall not receive any compensation from this Corporation for their services as director or officer; provided, however, that they may be reimbursed from funds of the Corporation for any travel expenses or other expenditures incurred by them in the proper performance of their duties.
3. Whenever a vacancy occurs on the Board of the Corporation, any Committee, or in any office, it may be filled by appointment made by the President of the University. The Chairman of the University of Central Florida Board of Trustees may fill any Trustee vacancy on the Board.
4. The seal of this Corporation shall be in the form of a circle and shall bear, among other things, the name of the Corporation and the date of its incorporation.
5. Personnel employed by this Corporation shall not be considered to be employees of the State of Florida by virtue of employment by this Corporation.
6. This Corporation shall indemnify and hold harmless all directors, officers, and employees of the Corporation for any liability heretofore or hereafter incurred as a result of their actions in the performance of their duties on behalf of this Corporation. The Corporation shall have the authority to purchase insurance for this purpose.

ARTICLE VII.

AMENDMENTS

These Bylaws may be altered, amended, or rescinded only by an affirmative vote of the majority of all of the voting members. In case it becomes necessary to call a special meeting for this purpose, written notice shall be given to each voting member of the Corporation at least 15 calendar days before the date set for the meeting, and such notice shall indicate the provision sought to be amended and the nature of the amendment proposed to be adopted. All proposed amendments are subject to University Board of Trustees' review and approval.

ARTICLE VIII.

FISCAL YEAR

The fiscal year of the Corporation shall begin on July 1 and end on June 30 of the following year.

ARTICLE IX.

NONDISCRIMINATION

The Corporation is committed to non-discrimination with respect to race, creed, color, religion, age, disability, sex, marital status, national origin, or veteran status.

ARTICLE X.

CONFLICT OF INTEREST

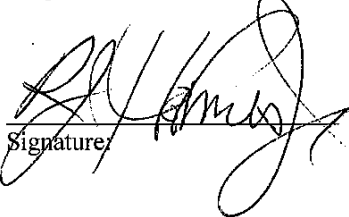
All actual or potential conflicts of interest involving directors of the Corporation shall be disclosed and addressed in accordance with the Corporation's Conflict of Interest Policy.

ARTICLE XI.

PUBLIC RECORDS

Public access to the Corporation's records shall be governed by Section 1004.28, Florida Statutes.

I HEREBY CERTIFY that the foregoing Bylaws are the Bylaws of UCF Convocation Corporation and were adopted by the Board on the 21st day of August, 2014.


Signature: _____

Name: Robert J. Holmes Jr., Chair

8/27/14
Date: _____

ITEM: NG-5

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Amendments to University Regulation UCF-3.0262

Background:

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.”

Issues to be Considered:

The University proposes to amend Regulation UCF-3.0262, Solicitation on Campus, to clarify that units may not expend more than \$100 of state funds when recognizing employees under the Meritorious Service Awards Program, while clarifying that nonstate funds are not addressed by these restrictions.

This regulation was posted online August 16, 2019, for public comment. No comments were received as of the date of submission of these materials.

Alternatives to Decision:

Do not amend University Regulation UCF-3.0262.

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Approve amendments to University Regulation UCF-3.0262.

Authority for Board of Trustees Action:

Board of Governors regulation 1.001

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Proposed Amended Regulation UCF-3.0262 (redline)

Facilitators/Presenters:

Youndy Cook, Deputy General Counsel

Attachment A

UCF-3.0262 Meritorious Service Awards Program.

(1) The University of Central Florida Meritorious Service Awards Program provides for the recognition of eligible employees. This regulation does not apply to employees represented by the United Faculty of Florida.

(2) The University is authorized to expend State funds for recognition and awards to employees in compliance with this regulation. Any award will be contingent upon the availability of funds. Nothing in this regulation is intended to govern the expenditure of ~~non-state~~private funds to which the university may have access.

(3) The awards provided for herein shall acknowledge employee achievement in the following components:

- (a) Superior Accomplishment – Exemplary performance by faculty members, or Administrative and Professional (A&P) or USPS employees, that is deemed to have significantly contributed to their respective fields, thereby reflecting positively on the University of Central Florida.
- (b) Service – Sustained satisfactory service with this university by faculty, A&P or USPS employees.
 - 1. Eligible employees will be recognized for service upon retirement.
 - 2. Eligible A&P and USPS employees shall also be recognized upon achieving increments of five continuous years of satisfactory service at this university.

(4) Superior Accomplishment Component.

- (a) Awards for superior accomplishment may be presented to eligible employees on an individual basis or collectively for outstanding group performance.
- (b) No award granted under the superior accomplishment component shall exceed \$2,500.
- (c) The University may award certificates, pins, plaques, letters of commendation, or other appropriate tokens of recognition for superior accomplishment, provided that the cost of the token does not exceed \$100 in state funds.

(5) Service Award Component.

- (a) The University recognizes eligible retiring employees whose service has been satisfactory. Awards for retirees may take the form of suitable framed certificates,

pins, or other tokens of recognition and appreciation, provided the University does not expend more than~~such awards do not cost in excess of~~ \$100 in state funds per award~~each~~.

- (b) The University recognizes eligible employees who have attained sustained satisfactory service in increments of five years (for USPS and A&P). Awards for satisfactory service may take the form of suitable framed certificates, pins, or other tokens of recognition, provided the University does not expend more than \$100 in state funds per award~~such awards do not cost in excess of \$100 each~~.

Authority: BOG Regulation 1.001. History—New 8-30-87, Amended 5-11-89, 10-6-91, 4-23-03, Formerly 6C7-3.0262, Amended 4-16-09, 6-30-16, 7-28-16, _____-19.

ITEM: NG-6

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Amendments to University Regulation UCF-5.016

Background:

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.”

Issues to be Considered:

The University proposes to amend Regulation UCF-5.016 Student Academic Appeals to update timeframes and the Dean’s active role in the academic appeals process and to direct students to use of a specified form for the appeal. Significant portions of the regulation were also rearranged to better reflect the appeals process however the primary concepts of the process remain intact.

This regulation was posted online August 16, 2019, for public comment. No comments were received as of the date of submission of these materials.

Alternatives to Decision:

Do not amend University Regulation UCF-5.016.

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Approve amendments to University Regulation UCF-5.016.

Authority for Board of Trustees Action:

Board of Governors regulation 1.001

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Proposed Amended Regulation UCF-5.016 (redline)

Facilitators/Presenters:

Youndy Cook, Deputy General Counsel

Attachment A

UCF-5.016 Student Academic Appeals

(1) General Policy Scope.

(a) This regulation shall apply to undergraduate and graduate students ~~appeals of grades (typically limited to final grades) resulting from an instructor's seeking to appeal a final course grade or an undergraduate program decision. The professional judgement exercised by an instructor in assigning a specific grade or in conducting a class is excluded from the provisions of this regulation except as noted.~~

(b) This regulation does not apply to appeals of graduate programs actions or decisions by a faculty member, program, or college, including termination from an academic program, or to the assignment of grades for Thesis or Dissertation credit hours. Appeals from such actions are discussed in and may only be brought under Regulation UCF-5.017.

(c) Grounds for a grade appeal must fall under at least one of the following:

1. Alleged deviation from established and announced grading policy;
2. Alleged errors in the application of grading procedures;
3. Alleged deviation from University syllabus policy ~~or, if applicable, program handbook(s) that could have impacted the resulting grade;~~ and
4. Alleged lowering of grades for non-academic reasons, including discrimination. (A grade appeal alleging discrimination in violation of University policy will be referred to the Office of Institutional Equity. The University is entitled to a reasonable period of time to review allegations of discriminations contained in an appeal, and the University may accordingly extend deadlines applicable to the University for the purposes of reviewing such allegations).

(d) Grounds for an undergraduate program appeal must fall under at least one of the following:

1. Alleged deviation from program or university policies as outlined in the Undergraduate Catalog or Undergraduate Program Handbook(s);
2. Alleged errors in the application of policies or procedures;
3. Alleged probation or dismissal due to non-academic reasons; and
4. Alleged undergraduate program action discrimination and/or sexual harassment in the undergraduate program, department or college. (An

appeal alleging discrimination in violation of University policy will be referred to the Office of Institutional Equity. The University is entitled to a reasonable period of time to review allegations of discriminations contained in an appeal, and the University may accordingly extend deadlines applicable to the University for the purposes of reviewing such allegations).

~~_(b) This regulation shall also apply to appeals of undergraduate program action, including termination from an undergraduate academic program.~~

~~_(c) The professional judgment exercised by an instructor in assigning a specific grade or in conducting a class is excluded from the provisions of this regulation except as noted above.~~

~~_(d) This regulation does not apply to appeals of graduate programs actions or decisions by a faculty member, program, or college, including termination from an academic program, or to the assignment of grades for Thesis or Dissertation credit hours. Appeals from such actions are discussed in and may only be brought under Regulation UCF 5.017.~~

(2) ~~General Policy.~~ The following assumptions are adopted:

(a) Resolution of student academic appeals should be made as informally as possible.

(b) Students and faculty are entitled to a fair and timely resolution of academic appeals.

~~_(b) Faculty members and administrators are entitled to a fair and timely forum in defense of their action.~~

(c) The burden of proof in a student academic appeal is on the student.

(d) Students have access to published materials and student government ~~representatives~~ to help them become familiar with and understand procedures for handling academic appeals. Students may consult with a student government advisor for advice regarding the student's rights and responsibilities with respect to this appeal process.

(e) Faculty members and administrators have access to published materials and University staff to help them be aware of and understand procedures to address academic appeals.

~~_(f) Resolution of student academic appeals should be made as informally as possible.~~

(f) The University as an institution and its faculty are entitled to procedures that ensure the maintenance of academic standards.

~~(h) The appropriate forum for discussion or alteration of academic matters is the academic unit responsible for these matters.~~

(g) The University is entitled to a reasonable period of time to review allegations of discrimination contained in an an grade-appeal, and the University may accordingly extend deadlines applicable to the University for purposes of reviewing such allegations.

~~(j) Students may consult with Student Government Association's Judicial Advisor or designee, who shall furnish advice regarding the student's rights and responsibilities with respect to this policy.~~

(h) All communication between the student and any University personnel must be made via a university provided email account (e.g. knights.ucf.edu or ucf.edu).

(3) Resolution of Student Appeals at ~~Informal~~ the Unit Level

(a) The initial appeal, for final grades or an undergraduate program action, must be initiated within ninety (90) business days of the undergraduate program action or final grade posting.

(b) Step 1: All student academic appeals of allegedly wrongful academic action(s) by an instructor or administrator shall first be brought to the attention of the person whose action is being appealed.- (The instructor of the course or administrator whose action is being appealed will be referred to in this regulation as the Responding Party.) If the issue cannot be resolved with the decision of the Responding Party, or if the Responding Party is not available, the student must pursue a Step 2 solution with the unit head, usually the chair or director of the unit. This action must be initiated within one semester of the alleged wrongful action or grade. The parties should attempt to resolve the problem in a timely and satisfactory manner. If dissatisfied with the decision of the Responding Party, or if that person is not available, the student must first continue to pursue an informal solution with the unit head, usually the chair or director of the unit.

~~(bc)~~ Step 2: The student must submit the appropriate appeal form, available at the following URL: www.dtl.ucf.edu/gradeappeal. The unit head or designee, in consultation with the Responding Party, should make reasonable every efforts to communicate with the student and resolve the problem. When classes are in session, this- This communication shall normally take place within ten (10) business days

of the complaint being ~~brought forwarded~~ to the unit head or designee. ~~Between semesters and during the summer term, this communication may be extended 10 business days into the new semester.~~ The unit head or designee will provide the student with a written final unit-level decision. ~~that includes reference to student academic appeals procedures.~~ The written decision must include the contact information of the appropriate associate dean or designee to contact regarding the appeal process if dissatisfied with the final unit level decision.

1. ~~If/When~~ the Responding Party is not available to discuss the problem, ~~if at all possible~~, the resolution should wait, if at all possible, until such time as the Responding Party can return to the campus, but not more than ~~six months(90) business days~~.
2. If the unit head or designee and/or college-associate dean or designee determines that an emergency exists requiring that the problem be solved prior to the availability of the Responding Party (e.g. in a case of probable delayed graduation), the unit head or dean or designee shall make every reasonable efforts to inform the Responding Party of the situation. The Responding Party may elect to submit a written statement and/or to designate a replacement to aid in solving the problem.
3. ~~If the Responding Party cannot be reached or does not designate a replacement, and the complaint must be dealt with promptly, then the unit head or dean or designee shall act on behalf of the Responding Party.~~

(4) Resolution of Student Academic Appeals at the College Level

- (a) Step 3: If the student is dissatisfied with the outcome, then the student may proceed to Step 3 of the process. Within ten (10) business days of receipt of the unit head's ~~or supervisor's or designee's~~ decision, ~~if the student wishes to file a formal appeal,~~ the student must schedule an appointment with~~contact~~ the appropriate associate dean's office or designee of the college in which the action occurred. ~~and schedule an appointment with the dean or a designee.~~ That individual will informally review the student's concerns, ~~counsel the student on his/her options~~ inform the student of their ability to seek the assistance of a student government advisor, and explain the ~~formal~~ Student Academic Appeals process. The associate dean or designee shall issue a written recommended resolution, including a concise and explicit written

statement that explains the basis for the recommended resolution, within ten (10) business days of the meeting outlined above. Each party has ten (10) business days from the issuance of the written recommended resolution to review the written recommended resolution.

- (b) Step 4: If ~~dissatisfied with the consultation with the administrator~~the student does not accept the written recommended resolution of the associate dean or designee, then the student must submit a written appeal to the associate dean or designee. The college will have ten (10) business days from that notice to form ~~an~~the student may, within 10 business days, file a written appeal with the Ad Hoc Student Academic Appeals Committee. ~~of the college.~~This committee will review the student's appeal regarding the awarded grade and/or the academic program action and, if appropriate, suggest a resolution. ~~The student's written appeal shall include the basis of the student's complaint, the dates when the instructor, unit head, administrator, or supervisor, discussed the problem with the student, and the suggested resolution at that time.~~

(c) The Committee shall, at a minimum, be presented with the following information:

1. Electronic appeal form submitted by the student.
2. A written final decision of the unit head or designee.
3. Recommended resolution of the associate dean or designee.
4. Information submitted by the student.
5. Information submitted by the Responding Party.

(5) Composition of the Ad Hoc Student Academic Appeals Committee

- (a) Each college shall establish an Ad Hoc Student Academic Appeals Committee whenever required and the Committee shall be considered dissolved upon submission of the Committee's recommendation to the college dean.
- (b) The committee shall be made up of at least two~~three~~ and no more than five full-time instructional faculty members and an equal number of students ~~of comparable academic classification (i.e., undergraduate or graduate) as the student initiating the appeal.~~ The college shall make a reasonable effort to select students of comparable academic classification as the student initiating the appeal.
- (c) Quorum for the Committee shall be two (2) faculty members and two (2) students.

- (de) Student members shall be selected by the associate dean of the college or designee from a panel of students. This panel shall be appointed by the Vice President of Student Development and Enrollment Services and/or the Dean of the College of Graduate Studies. The list of students appointed to the student panel shall be maintained by the Office of Student Conduct, and furnished upon a request from a college.
- (ed) The parties will be informed of the names of the Ad Hoc Student Academic Appeal Committee members seated to hear the appeal. Any member may be challenged for cause by either party within three (3) days of notification of the names of the members assigned to the Ad Hoc Student Academic Appeals Committee. The validity of such challenges shall be decided by the Assistant Dean and Executive Director of Student Rights and Responsibilities or designee Office of Student Rights and Responsibilities. If a challenge is upheld, the college dean or designee shall appoint a replacement from the college's tenured and tenure earning faculty full-time instructional faculty members or the student panel.
- ~~(e) The college dean or designee shall assemble the Student Academic Appeals Committee to conduct a formal review of the student academic appeal.~~
- (6) Ad Hoc Student Academic Appeals Committee Guidelines. Formal Review of a Student Academic Appeal
 - (a) ~~In conducting a formal review, the Student Academic Appeals Committee shall adhere to the following guidelines~~The following guidelines should be adhered to when a committee is conducting a review of an appeal:
 1. ~~Where a time limit is specified in the following review procedure, it may be extended by mutual agreement of the parties. Where an appeal makes allegations of discrimination, the University may unilaterally extend deadlines applicable to it to allow for review of such allegations.~~The Committee will function as an objective, fact-finding body when examining all available and relevant information concerning the student's appeal of a grade or program action by the Responding Party. Such information may include the student's written appeal, written and/or oral information provided by the Responding Party, statements made by both parties before

- the Committee, and any other information the committee may deem relevant.
2. The time limits specified in the following review procedure may be extended by mutual agreement of the parties.
- ~~2. The committee shall not be officially convened to review the appeal until the Responding Party, or substitute/replacement, has received a copy of the appeal and has had at least 5 business days to submit, if desired, a response or additional information. The student will be provided with a copy of any material submitted by the Responding Party at least 5 business days before the committee meets to review the case.~~
3. The committee should make reasonable efforts to meet for review of the case within twenty (20) business days, after receipt of the student's written appeal and any information provided by the Responding Party and/or unit head. Scheduling and holding a committee meeting may require more time; as such, this 20 business days is not a time limit. If the committee cannot meet within the 20 days, the university will inform the parties of the need for additional time appealing student. The committee will function as an objective, fact finding body when examining all available and relevant information concerning the student's appeal of academic action by the Responding Party. Such information shall include the student's written appeal, written and/or oral information provided by the Responding Party, statements made by both parties before the committee, and any other information the committee may deem relevant. Should either party fail to attend the scheduled appeal hearing, the hearing will be held in the party's absence with the understanding that the proposed outcomes and resolutions will be made using the information available at the time of the appeal hearing in the party's absence.
45. The ~~college~~ associate dean or designee will convene the committee, establish procedural rules for conducting the meeting, serve as its chair, and will vote in the case of a tie. The meeting is not covered by Sunshine laws, and is thus closed to outside parties and will not be recorded.

56. The student and Responding Party shall be invited to meet with the committee. Participating individuals in the appeal may appear through virtual (electronic) means at the committee meeting. Each shall be allowed adequate time to respond to the appeal and material as submitted, to answer any questions from committee members, and to present additional information needed to clarify the issues involved.
67. After meeting with both parties, the committee will deliberate and issue a ~~decision recommendation~~ by majority vote to the college dean. The committee will ~~first (1)~~ decide if the student has ~~demonstrated~~proven that there were grounds for the appeal; and ~~second~~, if there were grounds, (2) suggest what resolution should be implemented. This decision may let the grade/action as recommended by the associate dean or designee in Step 3 stand as is, or ~~alter~~change the recommended grade/action. If the decision of the committee is to ~~alter~~change the recommended Step 3 decision of the associate dean or designee~~grade~~, only the faculty members on the ~~Board~~committee will be involved in deciding what the ~~alteration~~change will be. The committee chair will ensure that the committee's majority opinion, rationale, and recommended findings and resolutions ~~are~~is recorded and forwarded to the college dean within five (5) days of the conclusion of the Committee hearing.
- (b) The college dean will prepare a written decision on the appeal within five (5) business days of the receipt of the Committee's recommendation. The college dean may do one of the following with the Committee's recommendation: accept it, reject it, or modify it. If the college dean rejects or modifies the Committee's recommendation, then the college dean's written decision must include a statement of reason for the action. The college dean will send a copy of the Committee's recommendation along with the college dean's written decision ~~provide copies of the panel's decision within 10 business days of the Student Academic Appeals Panel hearing to both parties concerned~~ the student, the Responding Party, to the Provost, the unit head, other involved parties and departments, and to the appropriate dean of undergraduate or graduate studies. The college dean's decision shall be the final decision on the college level.

(7) Final Appeal

- (a) Step ~~56~~: If dissatisfied with the college dean's decision, the student may, within ~~ten (10)~~ business days, file a written request for review with the dean of undergraduate studies or the dean of graduate studies, or designee (depending upon the classification of the student), clearly stating the basis for review and the resolution sought by the student.
- (b) The dean of the college of undergraduate studies, or designee, or dean of the college of graduate studies, or designee, shall serve as the final appellate officer. The final appellate officer should issue a written decision to the student's appeal within twenty (20) business days of receipt of the appeal. Should the final appellate officer require additional time for review beyond the 20 business days, the final appellate officer will notify the student in writing of the need for additional time.
- ~~(b)~~ Acting as the University President's representative, the decision of the dean of undergraduate studies, or designee, or the dean of graduate studies, or designee, shall ~~make a represent~~ final agency action decision on the matter within 10 business days of receipt of the student's request for review. Copies of the dean's, or designee's written decision shall be sent to the student, the college dean, the ~~chair~~ unit head, the Director of OSC, the Responding Party, the Provost, and other involved parties and the appropriate dean of undergraduate or graduate studies.

Authority: BOG Regulation 1.001. History– New 4-23-03, Formerly 6C7-5.00431, Amended 8-10-09, 9-4-12, 10-29-15, 7-20-17, 7-19-18, 1-24-19, _____-19.

ITEM: NG-7

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Board Operating Procedure: Staffing; Meetings; Agendas

Background:

Board Operating Procedures are being developed to formalize processes as they relate to the operations of the Board. This Board Operating Procedure was approved at the July 18, 2019 Board of Trustees meeting.

Issues to be Considered:

This Board Operating Procedure is being amended to remove reference to the Strategic Planning Committee as per the proposed revision to the Bylaws of the Board of Trustees. A revision has also been proposed to replace the Chief of Staff with the Vice President of Government Relations when confirming completeness and accuracy of materials that will be distributed to the Board.

Alternatives to Decision:

Do not amend this Board Operating Procedure.

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Approve the revisions to Board Operating Procedure – Staffing; Meetings; Agendas.

Authority for Board of Trustees Action:

Section 2.3, UCF Board of Trustees Seventh Amended and Restated Bylaws

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Committee Chair Bill Yeargin approved.

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

Attachment A: Board Operating Procedure – Staffing; Meetings; Agendas

Facilitators/Presenters:

N/A

Attachment A



University of Central Florida Board of Trustees

Board Operating Procedure

Title: Board Operating Procedure – Staffing; Meetings; Agendas

BOP No. 2019-1

Date of Adoption July 18, 2019, Revised _____ -19.

Statement of purpose

This Board Operating Procedure serves to articulate Board expectations for Board members and staff with regard to Board operations, including meetings. In the event of a conflict between any Board Operating Procedure and the bylaws, the terms of the bylaws shall take precedence.

Staff Responsibilities

Staff of the University will provide all materials and information necessary for the Board to make informed decisions and fulfill its fiduciary responsibilities.

Committee liaisons

The Board chair and president shall identify a senior leader for each Board committee to facilitate committee meetings, assist in agenda development, prepare meeting and agenda item materials, coordinate presentations, and fulfill other duties. Assignments to standing Board committees are typically as follows:

- Advancement – Chief of Staff and Vice President for Communications and Marketing; Vice President for Advancement; and Vice President for Government Relations
- Audit and Compliance – Chief Audit Officer; and Chief Compliance, Ethics, and Risk Officer
- Compensation and Labor – Associate Vice President and Chief Human Resources Officer; and Vice President and General Counsel
- Educational Programs – Provost and Vice President for Academic Affairs
- Finance and Facilities – Chief Financial Officer; and Chief Operations Officer
- Nominating and Governance – Vice President and General Counsel
- ~~Strategic Planning – Provost; and Associate Provost for Strategy~~
- Executive – Vice President for Government Relations

Committee coordinators

In addition, each committee will have an assigned committee coordinator, generally a staff member in the office of a Committee Liaison to the Board standing committee. It will be the role of the committee coordinator to:

- advise and support committee leadership and members of the committee to ensure successful committee operations;
- serve as a liaison between committee leadership and the senior leader committee liaison(s);
- facilitate annual work planning, agenda planning, and meeting material previews;
- review meeting materials, including agenda items, supporting documentation, and documents of committee action; and
- support the committee leadership and committee members in gathering information for committee business.
- Prepare minutes

Board Operations – Meetings

In addition to providing all materials and information necessary for the Board to make informed decisions and fulfill its fiduciary responsibilities, staff shall have primary responsibility for all logistical matters involved in scheduling meetings, in preparing Board meeting materials, in submitting agenda items, and in assuring that meetings are properly equipped and staffed to run efficiently and effectively.

Board Operations – Standard Format for Agenda Items

Agenda items shall be prepared for all Committee and Board meetings using a standardized format that provides the following information for each proposed action:

- background information on the proposed action;
- issues to be decided by the Committee or Board;
- reasonable alternatives available to the decision being recommended;
- financial cost of the decision to the University, the specific funding source amount and any restrictions on the proposed funding source;
- the staff's recommendation on the item, stated with specificity; authority for the Board's action;
- confirmation that any contracts were reviewed and approved by General Counsel.
- confirmation that the agenda item was approved by the Committee Chair or Board Chair prior to placement on the agenda.
- Additionally, each Board agenda item shall identify the senior officer sponsoring the action, provide any supporting documentation, and list facilitators/presenters for the agenda item.

A form for this purpose has been created and is available on the Board website under the Resources tab. [See <https://bot.ucf.edu/files/2019/02/Agenda-Memorandum.pdf>]

Board Operations – Development of Agendas

Committee liaisons must consult with their committee chair well in advance of finalizing agendas about the content and strategic issues to be included on each agenda.

Committee liaisons should arrange to discuss the agenda and materials in advance with the Committee Chairs to ensure the clarity and adequacy of the information provided.

The President, and Committee liaisons as appropriate, should arrange to discuss the agenda and materials in advance with the Board Chair to ensure the clarity and adequacy of the information provided.

Prior to distributing materials to the Board, the President, General Counsel, and the Vice President of Government Relations~~Chief of Staff~~, along with other committee liaisons as appropriate, will, to the best of their knowledge, confirm the completeness and accuracy of materials.

Each agenda item for which statutory authority supports the Board's or Committee's action shall be additionally verified by General Counsel.

Board Operations – Delivery of Meeting Materials

For regularly scheduled meetings of the Board, notice shall be provided and materials should be delivered to trustees at least two weeks in advance of a Board meeting to provide the trustees with the opportunity to study the materials and raise questions. Late additions are not permitted except in exceptional circumstances or to correct scrivener's errors.

For specially called meetings of the Board, notice shall be provided and materials should be delivered to trustees at least forty-eight (48) hours in advance of the meeting. Late additions are not permitted except in exceptional circumstances or to correct scrivener's errors.

For emergency meetings of the Board, notice shall be provided and materials should be delivered to trustees at least twenty-four (24) hours in advance of the meeting. Late additions are not permitted.

Board Operations – Minutes

It is the expectation of the Board that staff shall prepare minutes of each Board meeting and Board Committee meeting that present a full and accurate report on Board and Committee deliberations and actions. Minutes shall be prepared with the following guidelines in mind:

Minutes should identify meeting start time, the trustees in attendance and the trustees not in attendance; minutes should also note trustees who leave early or arrive late (or who are not present for a particular item taken up on the agenda).

Minutes should follow the order of the agenda of the meeting and should reflect each action taken, including all votes.

Minutes should provide enough information to show how trustees reached their decisions and what actions were taken, but minutes should not record discussions verbatim and should not resemble a transcript.

Motions should be recorded with precise wording; minutes should identify the Trustees who made and seconded the motion, and the result of the vote on the motion. If there is a conflict of interest on any particular action item, that should be noted in the minutes and proper paperwork (Form F8) should be submitted by the trustee later.

Minutes should conclude with the date and time of adjournment.

Board Operations – Current Calendar

The Board expects staff to prepare and maintain a current calendar of all relevant deadlines and meetings for the Board and each Board Committee. This calendar shall include Board and Committee meetings dates, deadlines for approval and submission of meeting items, and any relevant Board oversight deadlines. This calendar may also include other dates of interest to Trustees, such as dates for Board of Governors meetings, or any other item the Board identifies as appropriate for inclusion. This calendar shall be updated regularly and shall be available on the Board website.

ITEM: BOT-1

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Presidential Search Update

Material Forthcoming

Submitted by:

Scott Cole, Vice President and General Counsel

Supporting Documentation:

None

Facilitators/Presenters:

N/A

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Pursue Industrial Hemp Special Permit

Background:

Federal law changes: The 2018 U.S. Farm Bill added hemp to the Federal Research and Pilot Program through September 30, 2023, such that institutions of higher education are authorized to grow or cultivate industrial hemp if “grown or cultivated for purposes of research conducted under an agricultural pilot program or other agricultural or academic research” and if allowed under State laws.

A new section, Hemp Production, was also added to the Agricultural Marketing Act of 1946, defining hemp (the plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol (THC) concentration of not more than 0.3 percent on a dry weight basis), and authorizing a State to submit a plan to have primary regulatory authority over the production of hemp. Each State plan is required to include specific information regarding the land, procedure for testing THC levels, procedure for disposal of plants and products derived from the plants, and other enforcement/verification procedures. At the federal level, negligent violations of an approved plan by a hemp producer will not be subject to criminal enforcement but will be required to comply with a corrective action plan, and any production of hemp without a license is also a violation.

Florida law changes: In view of the changes at the federal level, on July 1, 2019, the State of Florida created a State hemp program to regulate cultivation of hemp, and creating an Industrial Hemp Advisory Council, which members include, amongst others, the Dean for Research of the Institute of Food and Agricultural Sciences of University of Florida (UF) or designee and the President of Florida A&M University (FAMU) or designee. The Florida Department of Agriculture is in the process of creating rules for licensure and cultivation, which will then be presented for Federal approval, and intends to be accepting applications and granting the initial licenses in late 2019.

Until the new State hemp program begins issuing licenses, hemp can only be cultivated in Florida as part of an approved Industrial Hemp Pilot Project via an Industrial Hemp Planting Permit. Previously, Florida law limited the opportunity to apply for an Industrial Hemp Planting Permit to land grant universities and FAMU, but on July 1, 2019, the statute (Attachment A) was revised to allow non-land grant Florida universities and colleges that have “an established agriculture, engineering, or pharmacy program.” The State defines Industrial Hemp essentially the same as the federal definition, and defines an Industrial Hemp Pilot Project as “a project that includes research of industrial hemp and any aspect of cultivation, harvesting, processing, market research, and sales of approved industrial hemp agricultural, industrial, and commercial products” with a purpose “to cultivate, process, test, research, create, and market safe and effective commercial applications for industrial hemp in the agricultural sector in Florida”. The Florida Department of Agriculture existing rules for Industrial Hemp Planting Permits (Attachment B) are in the process of being revised due to the recent statutory changes.

Project partners: The law specifies that universities implementing an industrial hemp pilot project are to develop partnerships with qualified project partners, who must:

- (1) have a principal place of business in Florida,
- (2) access to a grow site and research facility located in Florida and determined by the Florida Department of Agriculture to be acceptable for the cultivation, processing, and manufacturing of industrial hemp and hemp products,
- (3) submit a comprehensive business or research plan acceptable to the university, and
- (4) provide proof of prior experience in or knowledge of or demonstrates an interest in and commitment to the cultivation, processing, manufacturing, or research of industrial hemp, as determined by the Florida Department of Agriculture.

University obligations:

- (1) The university research office must:
 - (a) oversee the pilot project,
 - (b) ensure compliance with all rules,
 - (c) identify a contact person who is responsible for oversight of the pilot project, and
 - (d) adopt procedures and guidelines to ensure
 - (i) the proper operation of the pilot project,
 - (ii) the proper handling of hemp material and products,
 - (iii) compliance with state and federal law, and
 - (iv) the safety and security of the pilot project facility.
- (2) University guidelines must:
 - (a) designate the physical location of the pilot project facility, with restricted limited access areas for entry by qualified program personnel and authorized accompanied visitors,
 - (b) certify qualified program personnel,
 - (i) a person who, or an employee of a company that partners with a university,
 - (ii) is 18 years of age or older, and
 - (iii) who meet the requirements of 21 CFR 1301.18 (*Requirements for research protocols to conduct research with Schedule I controlled substances*).
- (3) The pilot project proposal must also meet the requirements of Florida's statute governing introduction and cultivation of non-native plants (Attachment C):
 - (a) a special permit for introduction/cultivation of nonnative plants,
 - (b) a surety bond for cost recovery for the removal of a planting, and
 - (c) notification of the FL Dept of Agriculture to arrange inspection of transit apparatus before movement of any hemp.
- (4) The university is required to submit a report to the Governor, President of the Senate, and Speaker of the House of Representatives on the status of the pilot project within 2 years after pilot project is implemented.

Issues to be Considered

Per Florida Statute 1004.4473(3), an institution or a university must obtain the authorization of its Board of Trustees before implementing an industrial hemp pilot project.

As of June 26, 2019, Florida House of Representatives documents confirmed that only UF Institute of Food and Agricultural Science (IFAS) has an approved industrial hemp pilot project, with the design completed and the planting of 31 certified varieties of industrial hemp at four locations in progress at that time. The IFAS pilot project is described as intending “to identify hemp varieties suitable for planting in Florida, develop hemp management practices and cropping systems economically viable for Florida, and assess hemp invasion risk in Florida’s natural and built environments”.

FAMU is reported to be pursuing proposals from three potential project partners, to pursue a pilot project license.

UCF has already been contacted by one potential project partner.

Alternatives to Decision:

Approve or disapprove pursuit of industrial hemp research opportunities, via acquisition of an industrial hemp planting permit.

Fiscal Impact and Source of Funding:

Funding will be sought from potential project partner(s).

Recommended Action:

Approve UCF’s pursuit of an industrial hemp planting permit and implementation of an industrial hemp pilot project.

Authority for Board of Trustees Action:

Board of Governors’ Regulation 1.01
Board of Governors’ Sponsored Research Regulation 10.002
Florida Statute 1004.4473

Committee Chair or Chair of the Board approval:

Chair Seay approved the agenda and all supporting documentation

Submitted by:

Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

Supporting Documentation:

Attachment A: Hemp Pilot Projects document
Attachment B: Florida Statute 1004.4473 – Industrial Hemp Pilot Projects
Attachment C: Florida Department of Agriculture 5B-57.013 – Industrial Hemp Planting Permits
Attachment D: Florida Statute 581.083 – Nonnative Plants

Facilitators/Presenters:

Sandra Sovinski, Deputy General Counsel for Research

Attachment A

HEMP PILOT PROJECTS DOCUMENT

The purpose of this BOT item is to obtain authorization from the Board of Trustees to pursue possible pilot projects consistent with FL ST § 1004.4473 (reproduced in part, below). The legislature has authorized universities with engineering programs to work with commercial or non-profit partners to develop pilot projects related to the “cultivation, harvesting, processing, market research, and sales” of industrial hemp. We have a number of nanoscience faculty members who do work with agricultural products, and we have already been approached by at least one possible partner to develop hemp-related research projects within the limits defined in this legislation. We cannot explore these partnership or projects without prior BOT authorization, as outlined below. We believe there is potential for the development of intellectual property and other benefits to the university. Approval by the BOT does not guarantee that we will move in this direction; following approval we will need to develop the partnerships consistent with the requirements in the statute. At that point, pilot projects and partnerships will be evaluated as any other proposed pilot project would be evaluated (i.e., for appropriateness, consistency with the strategic plan, for return on investment, for compliance with state and federal legislation, etc.) and will only move forward if the project meets all requirements.

FL ST § 1004.4473 Industrial hemp pilot projects (effective July 1, 2019)

“...1 (d) “Industrial hemp pilot project” or “pilot project” means a project that includes research of industrial hemp and any aspect of cultivation, harvesting, processing, market research, and sales of approved industrial hemp agricultural, industrial, and commercial products....

(2)(a) The department shall authorize and oversee the development of industrial hemp pilot projects for the Institute of Food and Agricultural Sciences at the University of Florida, Florida Agricultural and Mechanical University, any land grant university in the state that has a college of agriculture, and any Florida College System institution or state university that has an established agriculture, **engineering**, or pharmacy program....

(3) An institution or a university must obtain the authorization of its board of trustees before implementing an industrial hemp pilot project. A pilot project authorized by an institution or a university must be registered with the department and must comply with rules adopted by the department....

(5) The research office of an institution or a university that implements an industrial hemp pilot project shall oversee the pilot project and ensure compliance with rules adopted by the department....”

1004.4473. Industrial hemp pilot projects, FL ST § 1004.4473

West's Florida Statutes Annotated
Title XLVIII. K-20 Education Code (Chapters 1000-1013)
Chapter 1004. Public Postsecondary Education (Refs & Annos)
Part II. State Universities
B. Branch Campuses, Centers, Institutes, and Special Programs

West's F.S.A. § 1004.4473

1004.4473. Industrial hemp pilot projects

Effective: July 1, 2019

[Currentness](#)

(1) As used in this section, the term:

(a) “Department” means the Department of Agriculture and Consumer Services.

(b) “Hemp material” means a substance containing hemp stems, leaves, fibers, seeds, extracts, oil, or any other substance derived or harvested from a species of the cannabis plant.

(c) “Industrial hemp” means all parts and varieties of the cannabis sativa plant, cultivated or possessed by an approved grower under the pilot project, whether growing or not, which contain a tetrahydrocannabinol concentration that does not exceed 0.3 percent on a dry-weight basis.

(d) “Industrial hemp pilot project” or “pilot project” means a project that includes research of industrial hemp and any aspect of cultivation, harvesting, processing, market research, and sales of approved industrial hemp agricultural, industrial, and commercial products.

(e) “Qualified program personnel” means a person who, or an employee of a company that, partners with a university on a pilot project, is certified by the university, and is 18 years of age or older.

(f) “Qualified project partner” means a public, nonprofit, or private entity that:

1. Has a principal place of business in this state.
2. Has access to a grow site and research facility located in this state which is acceptable for the cultivation, processing, and manufacturing of industrial hemp and hemp products, as determined by the department.
3. Submits a comprehensive business or research plan acceptable to the partnering university.

1004.4473. Industrial hemp pilot projects, FL ST § 1004.4473

4. Provides proof of prior experience in or knowledge of, or demonstrates an interest in and commitment to, the cultivation, processing, manufacturing, or research of industrial hemp, as determined by the department.

(2)(a) The department shall authorize and oversee the development of industrial hemp pilot projects for the Institute of Food and Agricultural Sciences at the University of Florida, Florida Agricultural and Mechanical University, any land grant university in the state that has a college of agriculture, and any Florida College System institution or state university that has an established agriculture, engineering, or pharmacy program. The department shall adopt rules as required under the Agricultural Act of 2014, [7 U.S.C. s. 5940](#), to implement this section, including rules for the certification and registration of sites used for growth or cultivation. The purpose of the pilot projects is to cultivate, process, test, research, create, and market safe and effective commercial applications for industrial hemp in the agricultural sector in this state.

(b) The department shall adopt rules that address safety, compliance, and accountability and, at a minimum, require the universities to provide detailed information on:

1. The scope, design, and objectives of the pilot project.
2. Personnel and participants involved in the pilot project.
3. Facility locations and security.
4. The chain of control of hemp material.
5. The economic impact of the pilot project on the state's agricultural sector.
6. Genetic research, ensuring that psychotropic compounds will not be synthesized.
7. Compliance with state and federal law.

(c) The department shall initiate rulemaking pursuant to this subsection within 4 months after the effective date of this act.

(3) An institution or a university must obtain the authorization of its board of trustees before implementing an industrial hemp pilot project. A pilot project authorized by an institution or a university must be registered with the department and must comply with rules adopted by the department.

(4) An institution or a university that implements an industrial hemp pilot project shall develop partnerships with qualified project partners to attract experts and investors experienced with agriculture and may develop the pilot project in partnership with public, nonprofit, and private entities in accordance with this section and all applicable state and federal laws.

1004.4473. Industrial hemp pilot projects, FL ST § 1004.4473

(5) The research office of an institution or a university that implements an industrial hemp pilot project shall oversee the pilot project and ensure compliance with rules adopted by the department. The office must identify a contact person who is responsible for oversight of the pilot project and shall adopt procedures and guidelines to ensure the proper operation of the pilot project, the proper handling of hemp material and products, compliance with state and federal law, and the safety and security of the pilot project facility. At a minimum, the guidelines must:

(a) Designate the physical location, global positioning system position, and map of the pilot project facility. Areas within the facility must be designated as general access or limited access. An area where hemp material is cultivated, processed, stored, or packaged or where industrial hemp research is conducted must be designated as limited access. Limited-access areas must be restricted to entry by qualified program personnel and authorized visitors accompanied at all times by qualified program personnel. All other areas of the facility may be designated as general access and are open to authorized visitors, regardless of whether accompanied by qualified program personnel.

(b) Identify the qualified program personnel involved in the pilot project who meet the requirements of [21 CFR s. 1301.18](#) pursuant to the Agricultural Act of 2014, [7 U.S.C. s. 5940](#).

(c) Authorize the qualified program personnel to handle, grow, cultivate, process, and manufacture hemp materials.

(d) Establish a testing program and protocols to ensure the proper labeling of hemp material.

(6) An institution or a university that implements an industrial hemp pilot project shall submit a report to the Governor, the President of the Senate, and the Speaker of the House of Representatives on the status of its pilot project and any research related to the cultivation, harvesting, processing, and uses of industrial hemp. The report must be prepared and submitted within 2 years after the pilot project is implemented.

Credits

Added by [Laws 2017, c. 2017-124, § 1, eff. June 16, 2017](#). Amended by [Laws 2018, c. 2018-110, § 105, eff. May 10, 2018](#); [Laws 2019, c. 2019-132, § 3, eff. July 1, 2019](#).

West's F. S. A. § 1004.4473, FL ST § 1004.4473

Current with chapters from the 2019 First Regular Session of the 26th Legislature in effect through July 3, 2019. In cases where official chapter numbers were not available for enacted legislation, temporary chapter numbers have been supplied by the Publisher

Attachment C

5B-57.013 Industrial Hemp Planting Permits.

(1) Pursuant to section 1004.4473, F.S., and in accordance with 7 U.S.C. Section 5940, the Department shall authorize and oversee the development of Industrial Hemp Pilot Projects (Pilot Project) for the Institute of Food and Agricultural Sciences at the University of Florida, Florida Agricultural and Mechanical University, and any other land grant university in the state that has a college of agriculture. Section 1004.4473(2)(a), F.S., provides that the purpose of the Pilot Project is to cultivate, process, test, research, create, and market safe and effective commercial agricultural applications for Industrial Hemp (*Cannabis sativa*), which is a potentially invasive plant species and is a threat to the plant life of this state if not properly controlled. The definitions provided in section 1004.4473, F.S., shall apply to this rule.

(2) A university shall not cultivate Industrial Hemp pursuant to section 1004.4473, F.S., except under an Industrial Hemp Special Permit issued by the Department's Division of Plant Industry.

(a) A university seeking an Industrial Hemp Planting Permit shall submit an Industrial Hemp Pilot Project Proposal that consists of the following information:

1. A description of the scope, design, and objectives of the proposed Pilot Project.
2. A description of the varieties of Industrial Hemp that will be used in the project and a plan that shall ensure that all seed for cultivation of Industrial Hemp shall be:
 - a. Accompanied by documentation that the crop from which the seed were harvested had a THC analysis of 0.3% or less by dry weight.
 - b. Tagged with a certification statement providing the variety, origin, and quantity on each separate container of seed.
3. A list of Qualified Program Personnel and university staff involved in the proposed Pilot Project, including the university employee that will be designated as the lead oversight manager. The university shall provide the work address, phone numbers, and email for the oversight manager. The university shall also describe how it intends to meet the requirements of section 1004.4473(5)(b), F.S.
4. A description of the proposed facility location(s) by address and GPS coordinates and security measures. The university shall provide a detailed aerial map of the research, cultivation, processing, and testing facility location(s), identifying research plots, limited and general access areas, buildings (with a description of the activities conducted within each), boundaries, and security measures to prevent access by unauthorized parties.
5. An Environmental Containment Plan for each proposed facility location, which must include the following:
 - a. A containment system of traps, filters, silt fences or berms, or a fallow area consisting of bare earth or ground cover to prevent the Industrial Hemp from spreading through ditches, natural waterways, or other drainage.
 - b. The use of dedicated equipment for the facility or a plan to clean any equipment used on the site of all debris before it is moved from the property.
 - c. A transportation and movement plan that ensures that the Industrial Hemp (at all grow stages) is covered and moved in full containment during transport from noncontiguous locations.
 - d. A detailed statement of the estimated costs of removing and destroying the plants prior to vacating the property or ending production.
6. A plan to maintain the chain of control of Hemp Material for the proposed Pilot Project, to provide a testing schedule to ensure Hemp Material does not exceed 0.3% concentration of THC at harvest, and to provide a destruction process for any Hemp Material that does not comply with the requirements of this rule or section 1004.4473, F.S.
7. A plan to perform an economic impact analysis of the proposed Pilot Project on the state's agricultural sector, including a measure of the direct, indirect, and induced fiscal impact of the proposed Pilot Project.
8. A genetic research plan to ensure that any psychotropic compounds will not be synthesized.
9. A description of how the proposed Pilot Project will maintain compliance with other applicable state and federal laws. The university shall identify the applicable laws based on the design of their projects.
10. Written authorization from the university's board of trustees authorizing the proposed Pilot Project.
11. If the proposed Pilot Project will be conducted on non-state owned lands, proof that the university has written permission from the land owner to utilize the land for Industrial Hemp plantings for the duration of the life of the proposed Pilot Project.
12. Pursuant to section 581.083(4)(a)1., F.S., if a university plans to cultivate industrial hemp in a planting greater than two

contiguous acres, then the university must submit proof of a bond or certificate of deposit as described in subsection 5B-57.011(3), F.A.C. The university shall provide proof of each bond or certificate of deposit by submitting with the Pilot Project Proposal either the form entitled Non-Native Species Planting Bond, FDACS 08439 (Rev. 01/13), as incorporated in Rule 5B-57.011, F.A.C., or Assignment of Certificate of Deposit for Non-Native Species Planting, FDACS 08440 (Rev. 01/13), as incorporated in Rule 5B-57.011, F.A.C., as appropriate.

13. A list of entities that the university plans to collaborate with as Qualified Project Partners and a detailed description of how the entities meet the requirements set forth in section 1004.4473(1)(f), F.S., which must include the following:

a. Proof that the entity has a principal place of business in Florida.

b. Proof that the entity has access to a grow site in Florida, which may be the same grow site that the partnering university plans to use for the Pilot Project, and a detailed description of how the grow site is acceptable for the cultivation, processing, and manufacturing of industrial hemp and hemp products.

c. Proof that the entity has access to a research facility in Florida, which may be the same research facility the partnering university plans to use for the Pilot Project, and a detailed description of how the research facility is acceptable for the cultivation, processing, and manufacturing of industrial hemp and hemp products.

d. A copy of the comprehensive business or research plan that was submitted to the partnering university.

e. A detailed description of the entities' prior experience in or knowledge of, or demonstrated interest in and commitment to, the cultivation, processing, manufacturing, or research of industrial hemp.

(b) A separate Pilot Project Proposal shall be required for each noncontiguous growing location.

(c) A new Pilot Project Proposal will be required if a new or additional planting (contiguous or noncontiguous) exceeds ten percent (10%) of the existing permitted acreage or if any additional varieties will be added to the Pilot Project.

(3) As part of the Department's review of the Pilot Project Proposal, the Department will visit the proposed Pilot Project location(s), at a time agreed upon with the university, to perform an onsite evaluation of the Environmental Containment Plan. If additional environmental containment measures are identified by the Department, the university shall complete an Industrial Hemp Special Planting Permit Addendum that shall describe the additional measures to be implemented by the university to ensure environmental containment of the proposed Pilot Project.

(4) If a Pilot Project Proposal meets the requirements of sections 581.083 and 1004.4473, F.S. and this rule, the Department's Division of Plant Industry will issue an Industrial Hemp Planting Permit to the university.

(5) The university shall notify the Department of its intent to move the Industrial Hemp to request an inspection of the transport containment apparatus. The Department shall inspect the apparatus to ensure the industrial hemp is contained for transport to its destination to prevent inadvertent spread during the transit.

(6) The university Pilot Project oversight manager shall immediately notify the Department in writing if the university or its Qualified Project Partner fails to meet or comply with any portion of section 1004.4473, F.S. or this rule. It is the responsibility of the property owner or permit holder to destroy the planting prior to vacating the property or stopping production. If the Department determines any of the factors of section 581.083(4)(c), F.S., exist, the Department will issue an immediate final order requiring the immediate removal and destruction of the Pilot Project. Failure of the permit holder to remove and destroy the Industrial Hemp within 60 days of the order will result in action by the Department against the permit holder's bond or certificate of deposit as described in section 581.083(4)(d), F.S.

Rulemaking Authority 570.07(23), 581.031(4), (5), 1004.4473(2) FS. Law Implemented 581.031, 581.083, 1004.4473 FS. History—New 4-12-18.

West's Florida Statutes Annotated
Title XXXV. Agriculture, Horticulture, and Animal Industry (Chapters 570-604)
Chapter 581. Plant Industry (Refs & Annos)

West's F.S.A. § 581.083

581.083. Introduction or release of plant pests, noxious weeds, or organisms affecting plant life; cultivation of nonnative plants; special permit and security required

Effective: July 1, 2012

[Currentness](#)

(1) The introduction into or release within this state of any plant pest, noxious weed, genetically engineered plant or plant pest, or any other organism which may directly or indirectly affect the plant life of this state as an injurious pest, parasite, or predator of other organisms, or any arthropod, is prohibited, except under special permit issued by the department through the division, which shall be the sole issuing agency for such special permits.

(2) Each application for a special permit shall be accompanied by a fee in an amount determined by the department, through its rulemaking authority, not to exceed \$50. The department may waive this fee by rule for governmental agencies.

(3) Except for research projects approved by the department, no permit for any organism shall be issued unless the department has determined that the parasite, predator, or biological control agent is specific to a target organism or plant and not likely to become a pest of plants or other beneficial organisms. The department may rely on findings of the Department of Environmental Protection, the United States Department of Agriculture, and other agencies in making any determination about organisms used for biological control.

(4) A person may not cultivate a nonnative plant, algae, or blue-green algae, including a genetically engineered plant, algae, or blue-green algae in plantings greater in size than 2 contiguous acres, except under a special permit issued by the department through the division, which is the sole agency responsible for issuing such special permits. A permit is not required to cultivate any plant or group of plants that, based on experience or research data, does not pose a threat of becoming an invasive species and is commonly grown in this state for the purpose of human food consumption, commercial feed, feedstuff, forage for livestock, nursery stock, or silviculture. The department is authorized to adopt additional exemptions to the permitting requirements of this section if the department determines, after consulting with the Institute of Food and Agricultural Sciences at the University of Florida, that based on experience or research data, the nonnative plant, algae, or blue-green algae does not pose a threat of becoming an invasive species or a pest of plants or native fauna under conditions in this state and subsequently exempts the plant or group of plants by rule.

(a) 1. Each application for a special permit must be accompanied by a fee as described in subsection (2) and proof that the applicant has obtained, on a form approved by the department, a bond issued by a surety company admitted to do business in this state or a certificate of deposit, or other type of security adopted by rule of the department, which provides a financial assurance of cost recovery for the removal of a planting. The application must include, on a form provided by the department, the name of the applicant and the applicant's address or the address of the applicant's principal place of business; a statement completely identifying the nonnative plant to be cultivated; and a statement of the

581.083. Introduction or release of plant pests, noxious weeds, or..., FL ST § 581.083

estimated cost of removing and destroying the plant that is the subject of the special permit and the basis for calculating or determining that estimate. If the applicant is a corporation, partnership, or other business entity, the applicant must also provide in the application the name and address of each officer, partner, or managing agent. The applicant shall notify the department within 10 business days of any change of address or change in the principal place of business. The department shall mail all notices to the applicant's last known address.

2. As used in this subsection, the term "certificate of deposit" means a certificate of deposit at any recognized financial institution doing business in the United States. The department may not accept a certificate of deposit in connection with the issuance of a special permit unless the issuing institution is properly insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

(b) Upon obtaining a permit, the permitholder may annually cultivate and maintain the nonnative plants as authorized by the special permit. If the permitholder ceases to maintain or cultivate the plants authorized by the special permit, if the permit expires, or if the permitholder ceases to abide by the conditions of the special permit, the permitholder shall immediately remove and destroy the plants that are subject to the permit, if any remain. The permitholder shall notify the department of the removal and destruction of the plants within 10 days after such event.

(c) If the department:

1. Determines that the permitholder is no longer maintaining or cultivating the plants subject to the special permit and has not removed and destroyed the plants authorized by the special permit;

2. Determines that the continued maintenance or cultivation of the plants presents an imminent danger to public health, safety, or welfare;

3. Determines that the permitholder has exceeded the conditions of the authorized special permit; or

4. Receives a notice of cancellation of the surety bond,

the department may issue an immediate final order, which shall be immediately appealable or enjoined as provided by chapter 120, directing the permitholder to immediately remove and destroy the plants authorized to be cultivated under the special permit. A copy of the immediate final order must be mailed to the permitholder and to the surety company or financial institution that has provided security for the special permit, if applicable.

(d) If, upon issuance by the department of an immediate final order to the permitholder, the permitholder fails to remove and destroy the plants subject to the special permit within 60 days after issuance of the order, or such shorter period as is designated in the order as public health, safety, or welfare requires, the department may enter the cultivated acreage and remove and destroy the plants that are the subject of the special permit. If the permitholder makes a written request to the department for an extension of time to remove and destroy the plants that demonstrates specific facts showing why the plants could not reasonably be removed and destroyed in the applicable timeframe, the department may extend the time for removing and destroying plants subject to a special permit. The reasonable costs and expenses incurred by the department for removing and destroying plants subject to a special permit shall be reimbursed to the department by the permitholder within 21 days after the date the permitholder and the surety company or financial institution are

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served a copy of the department's invoice for the costs and expenses incurred by the department to remove and destroy the cultivated plants, along with a notice of administrative rights, unless the permitholder or the surety company or financial institution object to the reasonableness of the invoice. In the event of an objection, the permitholder or surety company or financial institution is entitled to an administrative proceeding as provided by chapter 120. Upon entry of a final order determining the reasonableness of the incurred costs and expenses, the permitholder has 15 days after service of the final order to reimburse the department. Failure of the permitholder to timely reimburse the department for the incurred costs and expenses entitles the department to reimbursement from the applicable bond or certificate of deposit.

(e) Each permitholder shall maintain for each separate growing location a bond or a certificate of deposit in an amount determined by the department, but not more than 150 percent of the estimated cost of removing and destroying the cultivated plants. The bond or certificate of deposit may not exceed \$5,000 per acre, unless a higher amount is determined by the department to be necessary to protect the public health, safety, and welfare or unless an exemption is granted by the department based on conditions specified in the application which would preclude the department from incurring the cost of removing and destroying the cultivated plants and would prevent injury to the public health, safety, and welfare. The aggregate liability of the surety company or financial institution to all persons for all breaches of the conditions of the bond or certificate of deposit may not exceed the amount of the bond or certificate of deposit. The original bond or certificate of deposit required by this subsection shall be filed with the department. A surety company shall give the department 30 days' written notice of cancellation, by certified mail, in order to cancel a bond. Cancellation of a bond does not relieve a surety company of liability for paying to the department all costs and expenses incurred or to be incurred for removing and destroying the permitted plants covered by an immediate final order authorized under paragraph (c). A bond or certificate of deposit must be provided or assigned in the exact name in which an applicant applies for a special permit. The penal sum of the bond or certificate of deposit to be furnished to the department by a permitholder in the amount specified in this paragraph must guarantee payment of the costs and expenses incurred or to be incurred by the department for removing and destroying the plants cultivated under the issued special permit. The bond or certificate of deposit assignment or agreement must be upon a form prescribed or approved by the department and must be conditioned to secure the faithful accounting for and payment of all costs and expenses incurred by the department for removing and destroying all plants cultivated under the special permit. The bond or certificate of deposit assignment or agreement must include terms binding the instrument to the Commissioner of Agriculture. Such certificate of deposit shall be presented with an assignment of the permitholder's rights in the certificate in favor of the Commissioner of Agriculture on a form prescribed by the department and with a letter from the issuing institution acknowledging that the assignment has been properly recorded on the books of the issuing institution and will be honored by the issuing institution. Such assignment is irrevocable while a special permit is in effect and for an additional period of 6 months after termination of the special permit if operations to remove and destroy the permitted plants are not continuing and if the department's invoice remains unpaid by the permitholder under the issued immediate final order. If operations to remove and destroy the plants are pending, the assignment remains in effect until all plants are removed and destroyed and the department's invoice has been paid. The bond or certificate of deposit may be released by the assignee of the surety company or financial institution to the permitholder, or to the permitholder's successors, assignee, or heirs, if operations to remove and destroy the permitted plants are not pending and no invoice remains unpaid at the conclusion of 6 months after the last effective date of the special permit. The department may not accept a certificate of deposit that contains any provision that would give to any person any prior rights or claim on the proceeds or principal of such certificate of deposit. The department shall determine by rule whether an annual bond or certificate of deposit will be required. The amount of such bond or certificate of deposit shall be increased, upon order of the department, at any time if the department finds such increase to be warranted by the cultivating operations of the permitholder. In the same manner, the amount of such bond or certificate of deposit may be adjusted downward or removed when a decrease in the cultivating operations of the permitholder occurs or when research or practical field knowledge and observations indicate a low risk of invasiveness by the nonnative species. Factors that may be considered for change include multiple years or cycles of successful large-scale contained cultivation; no observation of plant, algae, or blue-green algae escape from managed areas; or science-based evidence that established or approved adjusted cultivation practices provide a

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similar level of containment of the nonnative plant, algae, or blue-green algae. This paragraph applies to any bond or certificate of deposit, regardless of the anniversary date of its issuance, expiration, or renewal.

(f) In order to carry out the purposes of this subsection, the department or its agents may require from any permitholder verified statements of the cultivated acreage subject to the special permit and may review the permitholder's business or cultivation records at her or his place of business during normal business hours in order to determine the acreage cultivated. The failure of a permitholder to furnish such statement, to make such records available, or to make and deliver a new or additional bond or certificate of deposit is cause for suspension of the special permit. If the department finds such failure to be willful, the special permit may be revoked.

Credits

Laws 1927, c. 12291, § 7; Comp.Gen.Laws 1927, § 3836; Fla.St.1957, § 581.05; Laws 1959, c. 59-261, § 8; Laws 1961, c. 61-409, § 3; Laws 1970, c. 70-49, § 2; Laws 1973, c. 73-82, § 1; Laws 1977, c. 77-174, § 1; Laws 1979, c. 79-158, § 3; Laws 1982, c. 82-34, § 1. Amended by Laws 1988, c. 88-31, § 3, eff. Oct. 1, 1988; Laws 1990, c. 90-155, § 3, eff. Oct. 1, 1990; Laws 1993, c. 93-169, § 46, eff. May 5, 1993; Laws 1994, c. 94-356, § 463, eff. July 1, 1994; Laws 1995, c. 95-317, § 7, eff. July 1, 1995; Laws 2005, c. 2005-210, § 19, eff. July 1, 2005; Laws 2012, c. 2012-117, § 14, eff. July 1, 2012.

West's F. S. A. § 581.083, FL ST § 581.083

Current with chapters from the 2019 First Regular Session of the 26th Legislature in effect through July 3, 2019.

End of Document

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ITEM: BOT-3

**UCF BOARD OF TRUSTEES
September 19, 2019**

Title: Naming of McNamara Cove

Material Forthcoming

Submitted by:

Michael J. Morsberger, Vice President for Advancement and Chief Executive Officer of the UCF Foundation, Inc.

Supporting Documentation: (All Forthcoming)

Attachment A: Florida Board of Governors Regulation 9.005 Naming of Buildings and Facilities
Attachment B: UCF Board of Trustees Policy 01-2016 – Naming of Buildings and Facilities

Facilitators/Presenters:

Michael J. Morsberger, Vice President for Advancement and Chief Executive Officer of the UCF Foundation, Inc.

ITEM: INFO-4

UCF BOARD OF TRUSTEES
September 19, 2019

Title: Crisis Management Task Force and Presentation

Background:

During the UCF Board of Trustees Executive Committee on August 7, 2019, the Committee unanimously voted to create a Task Force on Crisis Management to be chaired by Trustee Lord. The Committee is charged to make recommendations and oversee the establishment of a Crisis Management Plan for the UCF Board of Trustees.

- Trustee Lord will provide a brief update to the Board on the progress made since the August meeting in forming the Crisis Management Task Force.
- On behalf of the newly formed Crisis Management Task Force chaired by Trustee Lord, Dr. Larry Barton has been invited to present to the full Board on crisis management at the governance board level.

Issues to be Considered:

To provide an update on the progress of the Crisis Management Task Force and to hear from Dr. Barton.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

N/A

Recommended Action:

Information item only

Authority for Board of Trustees Action:

N/A

Contract Reviewed/Approved by General Counsel:

N/A

Committee Chair or Chair of the Board approval:

Board Chair Seay approved this agenda item.

Submitted by:

Andrea Gandy, Director of Enterprise Risk and Insurance Management
Christina Serra, Director of Compliance and Ethics

Supporting Documentation:

For presentation at meeting.

Facilitators/Presenters:

Trustee John Lord and Dr. Larry Barton



Dr. Larry Barton

Risk Management Consultant, Author, and Professor

Dr. Larry Barton is one of the world's leading experts in crisis management and threat assessment. He serves as the Distinguished University Professor of Crisis Management and Public Safety at the University of Central Florida (UCF). Prior to this post, he served as President and CEO of The American College from 2003-2013. For the past fourteen years, Dr. Barton has remained the highest rated instructor at The FBI Academy and U.S. Marshals Service where he teaches courses in threat evaluation to federal and state law enforcement. Dr. Barton designs strategies and solutions addressing workplace violence prevention and crisis mitigation; this includes presentations, 24/7 evaluative services and ongoing training. He is a frequent commentator on television networks during and after incidents of public violence for CNN, the BBC, CNBC and other news outlets.

The author of four best-selling books on crisis response, his work, *Crisis Leadership Now* (McGraw-Hill) was voted one of the Best Business Books of the Year by Soundview Executive Books. That work is now used in over 340 training programs globally and is available at amazon.com

Dr. Barton was Vice President of Issues Management for Motorola from 1995-1999, managing risk and crisis management for a multinational with 152,000 employees and contractors; he led the investigation into several murders at that company during this period. As a result of his efforts, he was asked to help write the definitive study for the U.S. Congress on management changes needed at the U.S. Postal Service.

Since 1990, Dr. Barton has helped clients respond to over 3,400 critical incidents in the workplace, including cases of homicide, suicide, stalking, executive harassment, physical assaults, emotional breakdowns and threats via social networking. His client list includes 120 members of the Fortune 500. He stages high impact simulations and scenarios for corporate teams on issues including the insider threat, radicalization, data breaches, and active shooter scenarios.

He holds an AB, magna cum laude in speech and communications from Boston College, the MALD in international law from The Fletcher School of Law and Diplomacy at Tufts University, and a Ph.D. in international relations and public policy from Boston University. He was named the first Fulbright Scholar to Japan in Crisis Management and was instrumental in working with the Japanese National Police in their investigation of the Aum cult, a group that killed 12 and seriously injured hundreds of others on the Tokyo subway system.

In 2018, Dr. Barton was named the recipient of The Distinguished Service Award from ISMA, the International Security Management Association, the world's leading organization of chief security officers. Prior recipients include the Director of the CIA, the Director of the FBI and the U.S. Secretary of State.

He may be reached at larry@larrybarton.com or by calling 01.602.740.4888