2023-2024
CECS Faculty Manual

September 5, 2023
New Faculty Orientation

Tuesday, September 5, 2023

Location: HEC-101B

1:00 p.m. to 4:45 p.m.

Agenda

1. Welcome / Introductions
   Dr. Ranganathan Kumar
   Associate Dean of Research / Administration
   1:15 p.m. - 1:20 p.m.

2. Academic Affairs
   Dr. Manoj Chopra
   Associate Dean, Academic Affairs
   1:20 p.m. - 2:00 p.m.

3. CECS Welcome / State of CECS
   Dr. Michael Georgiopoulos
   Dean, CECS
   2:00 p.m. - 2:30 p.m.

4. CECS Proposal Coordination
   Dr. Ranganathan Kumar
   Associate Dean of Research
   Ms. Ginny Pellam
   Associate Director, Sponsored Programs
   2:30 p.m. - 3:15 p.m.

5. Office of Research
   Dr. Winston Schoenfeld
   Interim Vice President for Research and Innovation
   3:15 p.m. - 3:30 p.m.

6. Graduate Affairs
   Dr. Ali Gordon
   Associate Dean, Academic Affairs/Graduate Studies
   Dr. John Weishampel
   Sr. Associate Dean, Graduate Studies
   3:30 p.m. - 4:15 p.m.

7. SLATE Training
   Brandy Pieper
   Associate Director, Graduate Admissions
   4:15 p.m. - 4:45 p.m.
2023-2024 Faculty Manual

An informal compendium of information Compiled by:

Dr. Ranganathan Kumar
Ginny Pellam
Dr. Manoj Chopra
Dr. Lisa Massi
Dr. Ali Gordon
Dr. Melissa Dagley
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Natasha Coleman
David Borges
Pete Alfieris

For hard copies, electronic copies or sections of this binder, please contact the following: Cheryl "Cherie" Stevens at cheryl.stevens@ucf.edu or 407.823.3905
## FALL 2023 - Faculty Hires

### Civil, Environmental and Construction Engineering (CECE)

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### Electrical & Computer Engineering (ECE)

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## Industrial Engineering & Management Systems (IEMS)

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## Mechanical & Aerospace Engineering (MAE)

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## Materials Science Engineering (MSE)

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* Start date after 9/15/2022 session.
** Start prior to 9/15/2022 session.
## College of Engineering and Computer Science (CECS)

### Profile

### Undergraduate Education

Advisement and Registration

### Graduate Programs

Faculty Guidelines

### CECS Research Office

### Center of Online and Virtual Education (COVE)

### Role of Advancement

### Administration

- ORG Chart
- UCF Directory
- Compliance / Conflict of Interest
- Research Contracts
- OR Conflict / Compliance / Forms

### Outreach Programs

Office of Diversity and Inclusion (ODI) & iSTEM

### Honors Undergraduate Thesis Program

### Inventory of Property
The unparalleled growth and development of UCF’s College of Engineering and Computer Science (CECS) is one of those community success stories that can make us all justifiably proud. Chartered in 1963, the first students arrived in 1968, with initial enrollment numbering 188 in the College. In the Fall of 2022, undergraduate enrollment was 11,531 and graduate enrollment 2,001. CECS was ranked 3rd and 32nd in 2021 by undergraduate and graduate enrollment respectively amongst engineering colleges nationwide (American Society of Engineering Education: Engineering and Engineering Technology by the Numbers 2021). The charter faculty numbered 8; as of Fall 2022 that number was 163 tenure, tenure-track faculty and 42 full-time lecturers. Three minority and three women students were enrolled in the charter class; in Fall 2022, there were 6,020 minority and 2,381 female undergraduate students, and 669 minority, 496 female, and 633 international graduate students.

At the first commencement in 1970, three Engineering Degrees were awarded. Since 1970 through Spring 2023, the College has awarded a total of 36,849 bachelor’s degrees; 10,744 master’s degrees; and 2,089 doctoral degrees. CECS was ranked 10th in 2021 for awarding bachelor’s degrees, and 27th for doctoral degrees amongst engineering colleges nationwide (American Society of Engineering Education: Engineering and Engineering Technology by the Numbers 2021). Currently, there are more than 47,205 UCF engineering and computer science alumni serving in all areas of professional practice.

The College is the administrative arm of six engineering departments: Civil, Environmental, and Construction Engineering (CECE); Industrial Engineering and Management Systems (IEMS); Mechanical and Aerospace Engineering (MAE); Materials Science and Engineering (MSE), Electrical and Computer Engineering (ECE); and Computer Science (CS). There are also two affiliate Army and Air Force ROTC units. There are 11 baccalaureate degree programs and 1 joint baccalaureate degree program in Photonic Science and Engineering with the College of Optics and Photonics; 16 master’s programs (with varied specialized tracks and modalities) and 1 interdisciplinary program in Modeling & Simulation; and 10 Ph.D. programs within the College and 1 interdisciplinary program in Modeling & Simulation. Accelerated B.S. to M.S. degree programs are also offered.
In 1968, the faculty and students were housed in the library and two “borrowed” laboratories in the Chemistry Building. Today, the College occupies over 270,000 sq. ft. of office, classroom, laboratory, and research space. The laboratory complex includes over 80 specialized facilities and nearly 30 million dollars’ worth of equipment. A third engineering building, The L3 Harris Corporation Engineering Center (HEC) added 75,000 square feet. HEC includes 30 research labs for faculty and graduate students.

Our recent strategic plan identified a few key goals of CECS’s research strategy: strengthen the recognition and branding of the College, scale-up the successes of highly reputed faculty, promote cross-disciplinary collaboration of faculty in key thrust areas, attract large research projects, and provide a value proposition for research investments by industry. To move toward achieving these goals, CECS supports several niche areas of research. CECS participates in and leads several Faculty Cluster Initiatives directed by renowned researchers in their fields. CECS also supports Center for Research in Computer Vision (CRCV), Center for Advanced Turbomachinery and Energy Research (CATER), and Interactive Systems and User Experience (ISUE) from the National Science Foundation. CECS has also federally funded centers (four from U.S. Department of Transportation, one from Department of Energy, one from the National Science Foundation.)

CECS participates in numerous interdisciplinary projects with the following affiliated engineering research center partners: Advanced Materials Processing and Analysis Center (AMPAC), Nanoscience Technology Center (NSTC), Florida Solar Energy Center (FSEC), Institute for Simulation and Training (IST), Center for Research and Education in Optics and Lasers (CREOL), the National Center for Forensic Science, and the Biomolecular Science Center.

CECS also participates in several university level clusters, as part of the Faculty Cluster Initiative. CECS has jointly hired and endorsed secondary joint appointed faculty within 8 of the 9 existing clusters including: 1. Biionix; 2. Cyber, Security and Privacy; 3. Disability, Aging and Technology (DAT); 4. Genomics and Bioinformatics; 5. Learning Sciences; 6. Renewable Energy and Chemical Transformation (REACT); 7. Resilient, Intelligent and Sustainable Energy Systems (RISES) and 8. Sustainable Coastal Systems. These clusters aim to foster the development of strong, interdisciplinary teams focused on solving today’s toughest scientific and societal challenges through teaching and research.

Sponsored research in CECS includes many projects covering a wide variety of topics: mechanics and materials, heat transfer, internal combustion engine optimization, laser machining, manufacturing, microprocessor development systems, power electronics, industrial engineering, digital signal processing, software engineering, microelectronics, antennas and microwaves, intelligent systems, computer vision, remote sensing, robotics and control, VLSI design, materials engineering, optical communication systems, modeling and simulation, drinking water treatment, air pollution control and air quality modeling, transportation systems, highway noise monitoring and control, water
resources, structural engineering, affective computing, architecture, experimental algorithm design and analysis, genetic algorithms, graphics, mixed and augmented reality, natural language understanding, networks, parallel and distributed computing, and security and vision, etc. The college is also involved in the evolving areas of bioinformatics, entertainment engineering, digital forensics, and nanotechnology. The resulting work products (publications, reports, documents, and monographs) now number in the tens of thousands, including a number of significant books, copyrights, and patents.

In addition, CECS has multiple pockets of student excellence such as the UCF Programming team, the Cyber Defense team and more than 30 student clubs and organizations.

The college is ranked 73rd in the annual *U.S News & World Report, 2023-24 America's Best Graduate Schools for Engineering*.

In Fall 2022, CECS supported 126 Graduate Teaching Assistantships and 251 Graduate Research Assistantships.

The College of Engineering and Computer Science has a vision for the future that is made possible through the dedication of the faculty, staff associates, and administrators within the college who are committed to the students whom they serve.
The College of Engineering and Computer Science (CECS) recognizes the fact that the faculty should be actively involved in the academic and career advisement of its students. The process helps faculty members to establish mentoring relationships with students which often culminates in graduate study and research that is productive to both the student and the College. Depending on your department chair, advising may be a part of your annual evaluation. Much emphasis is being placed on advisement by the Florida State Legislature. Therefore, certain rules and procedures may change from time to time, and you will be notified by CECS Academic Affairs as they occur.

Advisement is normally associated with the registration process. In advising students, you can certainly assist in establishing course priorities—especially for students who work and only take two or three courses per semester. We taking a few minutes to look over their schedule, point out some areas of concern, suggest alternative courses when appropriate, commend them on some good planning, and generally show interest, students will lose fear of advisement and seek your help without significant drain on your time. You can often provide general advice to students, making sure they have the prerequisite courses completed before registering for courses (see the course prerequisite flow diagrams available in your department office), reminding students to avoid taking too many lab courses in any given semester however not delaying lab courses which may cause scheduling challenges in future terms, and assisting them with the selection of approved technical elective courses. It is important that you are always giving correct information to students especially when it comes to University policies and procedures. They see you as the expert and will seek to “hold you to your word”. If you are unsure of an answer, please refer students to the college or department advising office. Many students self-advise successfully, however some encounter challenges when they do not seek advisement. Occasionally you will encounter advisement areas which you won’t know the answer; when these things occur, we encourage you to refer the students to your department’s Assistant/Associate Chair for Undergraduate programs, your department’s professional advisor, or to the professional advisors in the CECS Academic Affairs Office, (ENGR 107). Please share any successful advisement techniques you develop with your colleagues.
Multiple Term Registration:

The “MultiTerm Registration” process allows certain students to register for summer, fall, and spring classes at the same time. Students in specialty groups (Honors, athletics, LEAD scholars, etc.) and those having a 3.5 or higher UCF GPA at the end of fall term make up this category. Registration for these three terms begins in late March. All other students will register for summer and fall beginning in March, however they will not have access to spring term registration until October. Prior to the registration period you should remind the students in your classes to seek advisement in preparation for registration. MultiTerm Registration allows students and departments the opportunity to plan ahead for course scheduling.

New Students:

All entering freshmen and transfer students must attend an Orientation session prior to their first term of admission. During their scheduled Orientation session, students work with Academic Advisors and register for courses. Your Program Chair or Assistant/Associate Chair will notify you in advance if your assistance is needed in advising these students. Orientations occur year-round with the majority taking place during the summer months.

Online Registration:

All students register for courses on-line using their myUCF student account. The on-line registration system is accessed through the myUCF portal (my.ucf.edu). This registration procedure, detailed instructions are available at http://registrar.ucf.edu, is used by all UCF students registering for courses. Students who have difficulty or encounter any challenges registering for courses should either be referred to the Advisor within their department or to the CECS Academic Affairs Office in ENGR 107.

Overrides:

Students needing overrides to register for any specific courses or sections must secure the override from the department(s) offering the course. CECS departments have specific individuals, typically the Undergraduate Coordinator, who approve overrides for all courses in the department. Please check with your department office for details on this process. After obtaining the necessary CECS overrides, the student will work with the CECS Academic Affairs Office, in ENGR 107 to register for the course. Overrides may only be provided by your department if it is a CECS course. Overrides for non-CECS courses (math, physics, general education, etc.) must be provided by the department offering that course. The advising office in the College that teaches the course will handle all other overrides.
Add/Drop:

Add/Drop continues during the first week of classes. During this period students can adjust their schedules without penalty. After the add/drop deadline if a student no longer wishes to be enrolled in a course they can “withdraw” from the course. Students are still fee liable for courses which they withdraw from. Withdrawing from a course may have implications, students should be encouraged to work with appropriate offices at UCF to address any questions they may have regarding withdrawing. If a student has faced an extenuating circumstance which prevented enrolling/dropping courses, the student can work directly with the UCF Registrar’s Office to petition for a late add/drop. In cases of college error, the Academic Affairs Office can work with students to process an administrative record change. Administrative record changes are only used if the registration change was caused by an error by the department or college. The rules for overrides listed for registration also apply for late registration and Add/Drop.

Late Add or Swap requests by students will not be considered after the first week of classes. Late add requests will only be considered by appeal if there is proof of a university or college error. Refer any student requesting a late add during the second week of classes to the CECS Academic Affairs Office for review. If there is justification for a late add, the instructor will be notified by the CECS AAO for permission.

CECS Progress Policy:

The college implemented a progress policy beginning in the 2015 academic year to encourage successful completion of a UCF degree. The policy does not affect students in catalog years prior to 2015. Student records will be reviewed to identify unsuccessful attempts at UCF courses. These attempts will be repeated courses and low grades (C-D+, D, D-, F, U, NC, W, WL grades). Students exceeding the limit for repeated or unsuccessful courses outlined in this policy will be directed to declare a major outside of the College of Engineering and Computer Science. The full policy can be found on each CECS program page in the UCF Undergraduate Catalog.

PETITIONING

Proper Catalog:

Students are assigned to a specific catalog year based on their term of admission. Students must adhere to all curriculum requirements and university policies in their specific catalog. If a student changes major, their catalog year will usually update. When advising students, please make sure that the correct check-sheet and requirements are being used to determine course selection. Students can easily move forward in catalog year (i.e., from 2019 to 2022), but are limited by university policies from going back in catalog year (i.e., from 2022 to 2019). If you have questions regarding the appropriate catalog, see your Department Assistant/Associate Chair or
the CECS Academic Affairs Office, ENGR 107. Due to the new Progress Policy all catalog year changes must be approved by the CECS Academic Affairs Office.

**Transfer Credit:**

Transfer Credit is automatically posted to the degree audit once the Undergraduate Admissions Office receives official transcripts. Students can obtain their degree audit on-line through myUCF. Students should log into their myUCF Student Center and click on Transfer Credit Evaluations to determine which courses may need to be evaluated. Students will upload syllabi and submit their course evaluation request within their student portal. Evaluations will be routed to the appropriate college and discipline reviewer.

There is a limited window, following the admission process, in which students can submit evaluation requests directly from their student portal. Students who miss the evaluation time window can still submit an evaluation request through Service Now. Petitioned courses will be routed to the appropriate college and discipline reviewer.

Courses must be petitioned during the first semester of a student transferring to UCF. No overrides based on courses needing a petition will be provided after the first semester at UCF.

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**COURSE COMMENTS**

**Quality Control:**

Although we use computers for registration and many other functions, these mechanisms will not do the total job. The ultimate control of quality in a given department lies with the faculty. We hope the following guidelines will assist you in organizing good, solid academic course work at all levels.

**Course Syllabi:**

For each course you teach you should have, as a minimum, a two-page initial course handout. The first page would contain general information such as instructor name, office hours, telephone number, email, pre-requisites, grading scale, course evaluation mechanisms, ground rules, as well as a statement on examination make-up, attendance, cheating, and other policies. The second page would be a topic outline—either daily or weekly. Electronic templates and samples of syllabi can be provided upon request from your department. The Faculty Center for Teaching & Learning provides numerous resources for faculty, including syllabus information [https://fctl.ucf.edu/teaching-resources/course-design/syllabus/](https://fctl.ucf.edu/teaching-resources/course-design/syllabus/)
Academic Activity in CANVAS (Web courses):

If you are the instructor of record for any course, including thesis and dissertation, research, or independent study hours, you must document student engagement in the course during the first week of classes to ensure that all eligible students receive their financial aid in a timely manner. The way to do this is by setting up a required academic activity for your students in Webcourses@UCF (Canvas.)

In order to receive the earliest financial aid disbursement, students should complete this action during their first week of class. Later completions will be accepted but will result in later financial aid disbursements. This assignment should remain open for students who may join the class late. *Do not delete the assignment, even if you believe all your students have completed it, as this will negatively impact financial aid disbursements.*

Please visit this website for details on how to set up your academic activity: [http://online.ucf.edu/teach-online/resources/financial-aid/](http://online.ucf.edu/teach-online/resources/financial-aid/)

The website also contains key points of contact to call on if you have questions or need assistance. Feedback from students indicates that they appreciate the early and meaningful academic exercises. The video within the website provides excellent suggestions from faculty on how create a valuable academic engagement exercise.

For additional questions, you may reach out to the Faculty Center for Teaching and Learning at (407)823-3544 or the Center for Distributed Learning at 407-823-0407 for assistance.

Office Hours:

Faculty are expected to post and keep a *minimum* of 6 office hours per week, for student consultation, etc. These must *encompass at least 2 days*. Your teaching schedule and office hours must be posted outside your door.

Good Communications: Firm Guidelines:

The primary cause of problems we have with faculty/student grading or grievances is because of miscommunications or misunderstanding. This is why a clearly written, firm, but fair syllabus explaining procedures is necessary. You can always compromise or relax your initial rules but inserting new ones or changing rules late in the course only causes problems. If you have any procedural questions perhaps some of the tenured faculty can give you advice. Anticipating problems ahead of time can help avoid time-consuming and frustrating hassles.

FE Examinations:

It is a graduation requirement that all Civil, Construction, and Environmental Engineering students take the Fundamentals of Engineering Examination (FE). All
students are encouraged to take the exam since they may want to become registered later in their career. Applications can be obtained on-line at www.fbpe.org or by writing to the following address:

Division of Professions
Board of Professional Engineers
2639 North Monroe St., Suite B-112
Tallahassee, FL 32303-5268
(850) 521-0500

Students should review the requirements and the application deadlines posted on the Florida Board of Professional Engineers website: www.fbpe.org

Course Examinations:

It is a College of Engineering and Computer Science policy that a comprehensive final examination be given in each course. The final examination schedule is published each semester on the Registrar’s website under Resources (http://registrar.ucf.edu/resources). University policy forbids deviations from this schedule. It is also University policy that no examinations are given during the week immediately preceding final exam week.

Grades:

Faculty have the ability to pull class rosters from the myUCF system throughout each term. Class rosters should be pulled prior to or on the first day of class and again after the Add/Drop period is complete (end of the first week of classes). Class rosters pulled prior to the end of Add/Drop may be incomplete. To pull a class roster from myUCF:

2. Log in to the web portal using your NID and password.
3. Under the myUCF Menu choose “Fac/Advis Self Service”. If you do not find this link in your menu, please email your UCFID to Meena Turner (Meena.Turner@ucf.edu) in ENGR 107 to gain access.
4. Once in myUCF, choose Instructors > View my teaching schedule.
5. Select the appropriate term.
6. Select the course for which you want to pull a class roster.
7. Click on the “my class roster” icon.

All final grade rolls must be submitted online. Online grade rolls are available to faculty members near the end of the term for official grade processing. You are urged to account for all names on your roll, and the CECS Academic Affairs Office can assist you with discrepancies in these rolls. At the end of the term you are cautioned to be extremely careful in making grade entries, submitting the correct grade for the appropriate student or paying attention to bubbling online, etc. There are grade submittal deadlines each term and we can lose discretionary funds for the entire
College if grades are submitted late. Please be aware of the importance of careful, accurate grade reporting and the need to meet appropriate deadlines. Online “incomplete” agreement forms must accompany all class rolls containing “I” grades. These must be completed online when the grade is submitted. To pull a grade roster from myUCF:

2. Log in to the web portal using your NetworkID (NID) and password.
3. Under the myUCF Menu choose “Faculty/Advisor Self Service”. If you do not find this link in your menu, please email your UCFID to Meena Turner (Meena.Turner@ucf.edu) in ENGR 107 to gain access.
4. Once in myUCF, choose Instructors > View my teaching schedule.
5. Select the appropriate term.
6. Select the course for which you want to pull a grade roster.
7. Click on the “my grade roster” icon.
8. From here you can input grades and when complete change the “approval status” to “approved”.

Detailed instructions for submitting grades online can be found at the FCTL website https://fctl.ucf.edu/campus-resources-for-teaching/instructional-technology-support/#grades

Posting of Grades:

Grades should NOT be posted in public using a student’s name, social security number, UCFID, NID, or partial. The most appropriate way to post grades is online through myUCF grades or the online course system, Canvas. Course assignments/tests should not under any circumstances be left in open areas for pick up by students. If you must leave assignments for pick-up, please make arrangements with your department office to distribute the items. These are clear violations of FERPA and can result in severe penalties to the university. Additional information regarding FERPA and the appropriate way to post grades can be found with the CECS Academic Affairs Office or the Registrar.

Incomplete Grades/Change of Grade Forms:

Please note the statement regarding “Incomplete” grades in the current catalog. The assumption is that an incomplete grade is assigned by an instructor when a student is unable to complete a course due to extenuating circumstances and when all requirements can be met in a short time following the end of the term. A student cannot graduate with an “Incomplete” grade on their transcript. The incomplete must be changed within 12 months of the last day of the semester or prior to graduation from the University, whichever comes first. After one year or at Graduation, unresolved incompletes will automatically be changed to “F” by the Registrar.
Students may try to negotiate an Incomplete grade (in lieu of a poor grade) to take the course under you or another instructor (without paying fees) and then have the original instructor make a grade change for them. **This is NOT appropriate.** There are specific reasons for providing a student with the “Incomplete” option, and the decision is to be made by the Faculty member. If a Faculty member awards a student an Incomplete grade (I), the student must work with the faculty member to complete coursework and update the “I” grade- the student should not re-enroll into the course for a future term.

Grade changes are submitted online through the myUCF portal, Faculty/Advisor Self-Service. The navigation is: Instructors > Grade Change Form > Start a New Grade Change Form. A pdf instruction document can be found under the Resources page of the Registrar’s website [http://registrar.ucf.edu](http://registrar.ucf.edu)

**Following is our policy on change of grade requests:**

1. Any change, which is clearly marked “Instructor error” or “Grading error” will be processed immediately. **You are not penalized** for “instructor error” or “Grading error”. If this is truly the case, please mark the form appropriately.

2. Grades changes are to be processed within one term of course completion. All grade changes require a detailed explanation provided on the grade change form. Any grade change more than one term out must be submitted with a detailed explanation regarding the delay in processing the grade change. These grade changes are NOT automatically approved by the university. “I” grade changes are the only exception to this rule, but still need to be submitted by the one year limit.

3. Forms changing an “I” to a letter grade, after completion of work, as indicated on the form, will also be promptly processed. Incompletes (I) that have changed to an “F” will not be changed back to an “I”. The student should complete the work then the instructor can submit paperwork to request changing the “F” to the appropriate, earned grade. University approval is necessary for any grade change after one year.

4. Grade changes for seniors in their graduating term need to be processed immediately. No grade changes will be allowed for these students once the degree is certified by the state.

5. Students should be treated equally when it comes to grade changes. Additional assignments or extensions (other than when meeting “I” grade requirements) to improve a grade must be extended to all students in the class if it is extended to any.

6. **NOTE:** In the event a paper grade form is needed, the document with the change of grade may **NOT** be hand-carried by the student. You must either hand-carry it yourself or have department staff deliver it to ENG 107.
Clearly no problem exists if you can make sure that all students complete the course in a timely fashion. If you have any specific questions, feel free to discuss the issue with your chair or with the CECS Academic Affairs Office.

**Undergraduate Research or Independent Study:**

In certain cases, students may obtain credit toward their degree by completing undergraduate research or an independent study with a department faculty member. These exceptions are normally limited to 1-2 hours and cannot replace a required course. Students should have a good, if not high, academic standing within their major (prefer 3.0 UCF GPA or higher for Research and 2.8 UCF GPA or higher for Independent Study). Undergraduate Research requires the submission of a course addendum outlining expectations and deadlines and Independent Study agreements require the submission of a complete syllabus outlining requirements for completion.

**When Building Evacuation is Required:**

At the beginning of each term, the faculty member should announce the location the class should reconvene outside (regardless of weather conditions) in case there is a bomb scare or fire drill either before or during a scheduled examination. If the examination has been handed out, it should be turned in when leaving to be reissued at the class meeting location. If it has not been handed out, the instructor may then give the exam at the alternative location or make an appropriate announcement. Obviously, this will cause some minor confusion, but it is not fair to penalize those who have studied for the examination because of the criminal behavior of a classmate.

**Reporting Student Concerns:**

If you have knowledge of students in your class experiencing hardships- personal, financial, health issues, etc., there is an office on campus that can assist with providing resources for those situations. You can refer students to UCF Cares. Information regarding office location and services can be found at [http://cares.sdes.ucf.edu/](http://cares.sdes.ucf.edu/)

As a member of the UCF community, you can also file a student of concern form if you are aware of a student exhibiting concerning behavior including, but not limited to: exhibiting behavior significantly out of character, acting peculiar, displaying unhealthy or dangerous patterns of behavior, or continuing to seem depressed. Please refer to the information on [http://scs.sdes.ucf.edu/concern](http://scs.sdes.ucf.edu/concern) for guidance as to concerning behaviors, the reporting process, and the student of concern form.
SCHEDULING/REGISTRATION

Scheduling of Classes:

UCF participates in year-round scheduling. Due to the lead time necessary for schedules, deadlines for class scheduling occur well in advance of the future terms. Your department scheduler will contact you with specific dates.

We want to have the schedule as accurate as possible. Problems occur because of:

1. Late requests for course additions – often graduate courses. These courses do not get proper publicity and are often canceled due to low enrollment.

2. Changes of courses and times, due to block scheduling.

The initial schedules are developed over several weeks and faculty are urged to consult with their chair with respect to special scheduling needs (i.e. days, times, equipment needs), etc. prior to the initial scheduling deadline. Please plan ahead – Last minute schedule changes for non-emergency reasons will not be accommodated. We must strive for accuracy with the initial schedule build.

The class schedule coordinators for each department are:

- Civil/Environmental: Dr. Kevin Mackie
- Electrical/Computer: Dr. Sundaram
- Mechanical/Aerospace: Dr. Hyoung Jin Cho
- Industrial Engineering: Dr. Luis Rabelo
- Computer Science: Dr. Mark Heinrich
- Materials Science: Dr. Parag Banerjee
- Photonics (CREOL): Mr. Mike McKee

Course/Catalog Changes:

Catalog revisions are made each Fall and action is generally completed through the university level before December. All curriculum or course changes should be filed and acted upon before that time, and the revised or new courses are effective with the following summer term. Please notify the Director of CECS Academic Affairs of any errors in the current catalog or of any necessary changes as soon as you become aware of them.
**MISCELLANEOUS**

**CECS Student Organizations:**

It is often difficult to have really active Engineering and Computer Science student organizations at a large metropolitan university such as ours. We do, however, have several very active professional and ethnic student groups, and there is increasing activity in many others. We are appreciative of the faculty and students' time and effort in working with the various CECS student organizations.

**American Society for Engineering Education @ UCF - Student Chapter (formerly Student Panel for Engineering and Computer Science):**

Students active in this organization come from all disciplines and categories. ASEE @ UCF assists the Associate Dean in a variety of student-related activities. ASEE @ UCF coordinates the activities of the various engineering and computer science clubs and organizations while advising the CECS Dean's Office of student related issues. ASEE @ UCF is the primary contact for scheduling student activities during National Engineers Week.

**Student Perception of Instruction:**

Each term (Summer included), faculty are to have all courses evaluated using the UCF Student Perception of Instruction. This evaluation is done prior to the final exam week or last official day of class. The evaluations are completed online through the myUCF portal.
COLLEGE OF ENGINEERING AND COMPUTER SCIENCE
POLICY RELATING TO QUESTIONS OF ACADEMIC HONESTY

From time to time we receive allegations of student performance, which indicate that acts of cheating, plagiarism, theft, or improper entry into faculty and staff workplaces may have occurred. We have set as our guideline of professional conduct the NSPE Code of Ethics. This Code may be characterized throughout as demanding conduct that is honorable, honest, of integrity, and not false or deceptive.

In all matters of classroom conduct and student performance, we should adhere to the professional standards outlined in the NSPE Code of Ethics and fully expect our students as aspiring professional practitioners to do likewise. Please refer periodically to the NSPE website for the complete document outlining the code of ethics. www.nspe.org/resources/ethics

To that end, the procedures outlined in The UCF Golden Rule will be followed in processing any allegation of academic dishonesty. Updates or changes can always be found in UCF’s Golden Rule at http://www.goldenrule.sdes.ucf.edu.

An academic integrity seminar is required for all students found in violation of academic misconduct. Further sanctions outside the academic course sanction(s) may be imposed by the Office of Student Conduct and/or the student’s academic program. A “Z” designation will be appended to the course grade assigned to any undergraduate student who has been found to have committed a second academic misconduct violation and/or if the conduct process results in a suspension or expulsion for the student. The Office of Student Conduct will issue notice to the Registrar’s Office when it is appropriate for a “Z” designation to be added to or removed from a student’s academic transcript.
Graduate Programs
Faculty Guidelines
The UCF College of Graduate Studies (CGS) is based on a decentralized structure with each academic College responsible for its admissions, academic integrity, and final degree certification. CGS continues to receive and process all official application materials. Official student records are maintained with the CGS and copies of all materials are forwarded to the respective college for departmental records.

Each department within the College of Engineering and Computer Science (CECS) has an assigned Graduate Program Coordinator and a Graduate Program Assistant to assist in implementing college procedures. Questions concerning graduate procedures should be directed to the appropriate coordinators or assistants listed below:

**College of Engineering and Computer Science:**

Dr. Manoj Chopra, Associate Dean for Academic Affairs  
ENGR I 107  
Contact: 407-823-2455, manoj.chopra@ucf.edu

Dr. Ali P. Gordon, Associate Dean for Graduate Affairs  
ENGR 1 281  
Contact: 407-823-2455, Ali@ucf.edu

**Support:**  
Meena Turner, Director Academic Affairs  
Heather Houser, Manager,  
Graduate Academic Support Services  
3-5775  
3-3874

**Graduate Program Directors:**

Civil & Environmental Engineering  
Dr. Andrew Randall  
3-6429  
**Support:**  
Arvin Cortez  
3-1299
<table>
<thead>
<tr>
<th>Department</th>
<th>Graduate Coordinator</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical &amp; Computer Engineering</td>
<td>Dr. Mingjie Lin</td>
<td>3-5326</td>
</tr>
<tr>
<td></td>
<td>Diana Poulalion</td>
<td>3-3027</td>
</tr>
<tr>
<td>Industrial Engineering &amp; Mgt Systems</td>
<td>Dr. Mansooreh Mollaghasemi</td>
<td>3-0024</td>
</tr>
<tr>
<td></td>
<td>TBA</td>
<td>3-5642</td>
</tr>
<tr>
<td>Mechanical &amp; Aerospace</td>
<td>Dr. Jihua Gou</td>
<td>3-2155</td>
</tr>
<tr>
<td></td>
<td>Gabriela LaBoy</td>
<td>3-5475</td>
</tr>
<tr>
<td>Materials Science</td>
<td>Dr. Jiyu Fang</td>
<td>3-2175</td>
</tr>
<tr>
<td></td>
<td>Kerry-Ann Wright</td>
<td>3-3806</td>
</tr>
<tr>
<td>Computer Science</td>
<td>Dr. Sumanta Pattanaik</td>
<td>3-3187</td>
</tr>
<tr>
<td></td>
<td>Jeanine Clements</td>
<td>2-2313</td>
</tr>
<tr>
<td>Modeling &amp; Simulation</td>
<td>Kirsten Seitz</td>
<td>2-1407</td>
</tr>
</tbody>
</table>

**Standing Graduate Committees:**

College graduate issues are discussed in two standing committees as follows:

**University Graduate Coordinators Advisory Council:**
- Chair:
  Dr. Elizabeth Klonoff
  Vice President of Research and Dean of the College of Graduate Studies
  - Membership includes College Graduate Coordinators (typically Associate Deans) from each college

**College Graduate Program Coordinators & Assessment Committee (GPCC/CPAC):**
- Chair:
  Dr. Ali P. Gordon
  - Membership includes CECS Academic Affairs staff, CECS Graduate Program Coordinators & their Administrative support

**Sources of Information:**

- **Department:** Much of the information you will need can be provided by your department office. Contact your department’s Graduate Coordinator (list on page 1) with questions or concerns.

- **The Web:** The graduate section of the College of Engineering and Computer Science website ([http://www.grad.cecs.ucf.edu/](http://www.grad.cecs.ucf.edu/)) is a great place to find information and forms that you may need. If you don’t find the information here, try the Graduate College staff website ([www.graduate.ucf.edu](http://www.graduate.ucf.edu)), or the Graduate Studies student website ([http://www.students.graduate.ucf.edu](http://www.students.graduate.ucf.edu))
• **Graduate Catalog:** Current rules and guidelines can be found at [http://catalog.ucf.edu](http://catalog.ucf.edu). Information about all of the graduate programs and classes offered in the College of Engineering and Computer Science are also in this web publication.

• **UCF Thesis and Dissertation Webcourse:** This online resource ([https://graduate.ucf.edu/thesis-and-dissertation/](https://graduate.ucf.edu/thesis-and-dissertation/)) is a must for Graduate students preparing to write their thesis or dissertation. It provides format, sample pages, sample sign off sheets and college procedures.

• **CECS Defense Announcements:** The College of Engineering and Computer Science requires that all dissertation defense announcements are approved by the student's advisor and posted on the college's website: [http://www.grad.cecs.ucf.edu/graddefense/](http://www.grad.cecs.ucf.edu/graddefense/) at least two weeks before the student's scheduled defense date.

• **Faculty Participation in Graduate Education:** Information regarding faculty participation in graduate education can be found in the Graduate Catalog on the Graduate Studies website: [graduate.ucf.edu/graduate-faculty](http://graduate.ucf.edu/graduate-faculty)

**Important Dates:**

• **Application Deadlines:**

<table>
<thead>
<tr>
<th>Degree Type</th>
<th>Fall Priority*</th>
<th>Fall**</th>
<th>Spring**</th>
<th>Summer**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Degree - US and Resident Alien</td>
<td>Jan. 15</td>
<td>July 1</td>
<td>Dec. 1</td>
<td>April 1</td>
</tr>
<tr>
<td>Degree - International (Abroad)</td>
<td>Dec. 1</td>
<td>Dec. 1</td>
<td>Jul. 1</td>
<td>N/A</td>
</tr>
<tr>
<td>Certificate</td>
<td>-</td>
<td>July 1</td>
<td>Dec. 1</td>
<td>April 1</td>
</tr>
<tr>
<td>Transient / Readmissions</td>
<td>-</td>
<td>July 1</td>
<td>Dec. 1</td>
<td>April 1</td>
</tr>
</tbody>
</table>

* Student applying for fellowships must apply for the Fall semester by the Fall Priority deadline. This includes the receipt of official test scores from ETS.

** Complete Application packet must be received by this date

• **Intent to Graduate:** The Intent to Graduate (ITG) must be filed online in the MyUCF portal by the last day of the term before the student intends to graduate. Students who apply after the term begins cannot assume that their name will appear in the commencement program and may not receive information regarding graduation.

• **Thesis/Dissertation Deadlines:** These change from term to term; current dates can be found in the Academic Calendar ([https://calendar.ucf.edu/](https://calendar.ucf.edu/)).
**Online Application:**

The application process is fully automated. Prospective Graduate Students apply online and, after they have been admitted, visa information, registration, and payment can be completed online as well. Admissions progress information is available for the applicant online at my.ucf.edu. The student can see the progress of his/her application materials and whether a decision has been made. International students can also see the progress of the I-20 documents.

**Application for Graduate Study:**

Once a student has submitted an official application, the Graduate Coordinator in the Department will coordinate evaluation of each applicant file. State requirements set minimum guidelines for admission, but each department has discretion over which applicants meet their average standards or need. The minimum standards for admission to Master of Science programs at UCF are:

- Competitive GRE scores or
- 3.0 GPA in the Bachelor’s degree coursework
- 220 or 80 TOEFL score for applicants who have not earned a degree from an English-speaking institution or a 6.5 band score on the IELTS exam
- Official transcripts from each institution attended
- Course by Course Transcript Evaluation for Bachelor's Degree earned from an international institution

Doctoral program applicants are also required to provide a resume, 3 letters of recommendation, and a personal statement detailing their research aspirations. International applicants must also work with UCF Global to ensure that all necessary documents are provided for I-20 issuance. Each CECS MS and PhD program may have different admission criteria. Please see the Graduate Catalog ([https://catalog.ucf.edu/index.php?catoid=17](https://catalog.ucf.edu/index.php?catoid=17)) for the most recent requirements.

**Background Screening for International Graduate Research Assistants:**

Before offering a Research Position to certain individuals, Florida Statute 1010.35 requires most Florida state-sponsored institutions, including the University of Central Florida, to review and screen certain information. These requirements apply to:

1. All foreign nationals, defined as Non-U.S. Citizen/Non-U.S. Permanent Residents.
2. U.S. Citizens or Permanent Residents:
   a. Who have had one year or more of higher education, employment, or training in China, Cuba, Iran, North Korea, Russia, Syria, or Venezuela; or
b. Who have an affiliation (i.e., board membership, company ownership, honorary title, etc.) with an institution or program in China, Cuba, Iran, North Korea, Russia, Syria, or Venezuela

These requirements do not apply to U.S. Citizens or U.S. Permanent residents if the employment or training was/is through an agency of the U.S. Government. The information outlined on this website is meant to assist the UCF community in meeting these requirements.

For more information about this process, please visit https://corona.research.ucf.edu/screening-process-for-research-positions/.

**Graduate Certificate Program:**

Students must apply online to the Graduate Certificate Program and complete an online intent to graduate request to receive a Graduate Certificate. All courses for the certificate must be a B or better. Courses can only be used toward one graduate certificate even if requirements overlap.

Students who will be earning a certificate and graduate degree jointly should apply to the certificate program as soon as they decide to pursue it.

**Scholarships and Fellowships:**

There are many scholarships and fellowships available to Engineering and Computer Science students. These are offered at the College of Engineering and Computer Science and at the university-level. Scholarships and Fellowships change from year to year. Contact your department for current information or check the CECS website (www.cecs.ucf.edu). Some of the Fellowships provided by the Graduate College (www.graduate.ucf.edu) every year are:

- Office of Research and Commercialization and Graduate Students (ORCGS) Doctoral Fellowship - New doctoral students, merit-based, committee-nomination
- Trustees Doctoral Fellowship - New doctoral students, merit-based, committee nomination
- Presidential Doctoral Fellowship - New doctoral students, merit-based, committee nomination
- Graduate Dean’s Fellowship - New graduate students, merit-based, committee nomination
- Graduate Travel Award - Stipend for academic travel during the summer semester
**Tuition Remission:**

Students who are employed as a Graduate Research Assistant, a Graduate Teaching Assistant, or a Graduate Assistant, are eligible for tuition remission. To be eligible, the student must be employed under one of the following job codes: 1105, 1106, 1107, 1108, and 1109. Students must also be enrolled full-time (see Full-time Enrollment below) to be eligible and only courses that are included on the students Program of Study may be paid by remission funds. Tuition remission for GTA positions is provided through CGS then departmental allocation by the Administrative Assistant, Accountant, or Graduate Program Assistant. Tuition remission for GRA and GA positions is paid by the department employing the student. Details can be found at www.graduate.ucf.edu.

**Graduate Graduation Survey:**

Each graduate completes a graduation survey with their online Intent to Graduate. The survey covers their experience with the University, the College, and the Department of their major. This information is then evaluated by the Office of Operational Excellence and Assessment Support and used in evaluating the programs.

**Graduate Student Status Definitions:**

Graduate students within Engineering and Computer Science are typically classified into one of the following 8 status designations found in either the Program/Plan panels or the Term History panels in PeopleSoft:

<table>
<thead>
<tr>
<th>Status</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Degree</td>
<td>Post-Baccalaureate, non-degree seeking applicant who wishes to take courses solely for professional development.</td>
</tr>
<tr>
<td>Appl</td>
<td>New applicant. No decision made yet by Department. A student is automatically placed in this designation by the University when the application is received.</td>
</tr>
<tr>
<td>GReg</td>
<td>A student who has been accepted into a graduate degree program with no conditions or provisions and is seeking a graduate degree.</td>
</tr>
<tr>
<td>GCon</td>
<td>A degree-seeking student who meets Board of Education (BOE) criteria for admission, but has not submitted all required documents. Conditions must be met by midterm of the first semester in order to register for future semester classes.</td>
</tr>
<tr>
<td>GPrv</td>
<td>A degree-seeking student who does not meet BOE criteria for admission, but for other reasons is accepted as a degree-seeking student by a program. Conditions will be attached to the admission that will have to be fulfilled in the first nine hours of graduate study before the student can be made a Regular Graduate Student. Only 10 percent of all new students in any degree</td>
</tr>
<tr>
<td>Program Type</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>program may be Provisional. Provisional graduate students cannot receive graduate fellowships or tuition support.</td>
<td></td>
</tr>
<tr>
<td>GRes</td>
<td>A degree-seeking graduate student who meets BOE criteria, but does not meet program requirements to be accepted as a Regular Graduate Student. Restrictions will be attached to the admission that will have to be fulfilled before the student is made a Regular Graduate Student.</td>
</tr>
<tr>
<td>+PreQual</td>
<td>Pre-PhD students who have not yet passed the Doctoral Qualifying Exam.</td>
</tr>
<tr>
<td>+Doctoral</td>
<td>PhD students who have successfully passed the Doctoral Qualifying Examination.</td>
</tr>
<tr>
<td>+DocCand</td>
<td>PhD students who have successfully passed the Doctoral Candidacy Examination.</td>
</tr>
<tr>
<td>Cert</td>
<td>A student, either a degree-seeking graduate student or a nondegree-seeking student, enrolled in a graduate certificate program. Nondegree-seeking students enrolled in graduate certificate programs are not eligible for financial aid. If accepted into a graduate program, students in this status may, at the discretion of the program, transfer the credit hours from a graduate certificate program into a regular graduate program.</td>
</tr>
</tbody>
</table>

A change in student status is initiated through the Department (Graduate Program Coordinator) by submitting a “Graduate Status Change Request Form” online to the Graduate College. Students must apply and be accepted to a certificate program to be eligible to earn a certificate.

**FULL-TIME ENROLLMENT:**

Full-time enrollment is required of all International Students on an F-1 Visa and all students who are employed as a graduate assistant (GTA, GRA, or GA). A student is considered full-time if they are taking 9 hours of coursework during Fall and Spring semesters or 6 hours during Summer semesters. There are two exceptions to this rule. The first exception applies to Doctoral students who have passed the candidacy exam. These students are eligible for full-time status if they take only 3 hours of Dissertation. The second exception is for Masters thesis students who are enrolled in 3 hours of thesis (only) after completion of all required coursework. The complete policy can be found in the Graduate Catalog at: [http://www.graduate.ucf.edu/currentGradCatalog/content/Policies](http://www.graduate.ucf.edu/currentGradCatalog/content/Policies). A student cannot work for the university on a graduate assistantship if they are not enrolled full time, there are no exceptions.
FORMS:

Many of the forms that you will need are available on our website (https://grad.cecs.ucf.edu/for-students/commonly-used-forms/) or on the CGS website (https://graduate.ucf.edu/forms-and-references/).
CECS Research Office
I. Introduction

The mission of the CECS Research Office is to provide administrative support for research in concert with the educational goals and objectives of the College of Engineering and Computer Science (CECS). Toward this end, the office provides support in the preparation of proposals, and works with faculty, departments, and the Office of Research (OR) to monitor research expenditures and facilitate research activities. Please visit our website at https://www.cecs.ucf.edu/research/cecs-office-of-research/.

This office is located in the Engineering II Bldg. Suite 202 and is overseen by Dr. Ranganathan Kumar, Associate Dean for Research and Administration for the college and staffed by Ginny Pellam, Angela Lehman, Sydney Katz, Misty Davis and Liz Woznicki.

The CECS Finance Business Center can assist you with your Budget, Post Award Administration and Travel/Procurement needs. Any requests for Travel or Procurement can be sent to CECSTravelProcure@ucf.edu. For your budgetary or post award administrative needs, please reach out to your departmental contact. The departmental contacts are as follows:

<table>
<thead>
<tr>
<th>Contacts</th>
<th>E&amp;G/Auxiliary (Start-up Accounts)</th>
<th>C&amp;G/Post Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>CECE – Alex Reyes</td>
<td>CECE – Diane Claudio</td>
<td></td>
</tr>
<tr>
<td>CS – Andy Wuamett</td>
<td>CS – Cortright Francis</td>
<td></td>
</tr>
<tr>
<td>IEMS – Andy Wuamett</td>
<td>IEMS – Yujun Huang</td>
<td></td>
</tr>
<tr>
<td>ECE – Alex Reyes</td>
<td>ECE – Theresa Collins</td>
<td></td>
</tr>
<tr>
<td>MAE – Tami Salter</td>
<td>MAE – Jennifer Fackler</td>
<td></td>
</tr>
<tr>
<td>MSE/AMPAC – Tami Salter</td>
<td>MSE/AMPAC – Kari Stiles</td>
<td></td>
</tr>
<tr>
<td>PI OH</td>
<td>PI OH AMPAC – Kari Stiles</td>
<td></td>
</tr>
</tbody>
</table>
The OR Office of Research Development (contact: Joshua Roney and Madhavi “Maddy” Chokshi) supports faculty in identifying funding opportunities, developing proposals, providing grantsmanship/editorial reviews, and coordinating peer reviews. This office can assist with set up of a faculty profile in the PIVOT database of funding opportunities (See Appendix A for contact information).

Dr. Ranganathan Kumar, Associate Dean for Research and Administration for the College, is a key person for faculty who need help or have questions about the research enterprise. Ginny Pellam, Associate Director for Research, and her team are your contacts for proposal development and submission to OR. In order to comply with OR’s required 5 business day submission policy, a completed proposal package should be submitted to CECS Research Office 2 days prior to OR’s 5 business days in order to allow time for review (https://www.research.ucf.edu/documents/PDF/2022/5dayRuleAndFAQ_revisions_CRN_02-16-22.pdf)

This document provides guidelines for the preparation of proposals intended for both external and internal sources, as well as procedures for overhead expenditures and considerations pertaining to patents and copyrights.

II. Guidelines for Preparation of Proposals to External Funding Agencies

A. Proposal Elements

Subject to the requirements of the sponsor involved, a research proposal should contain, at a minimum, the following elements:

1. UCF/OR Huron Funding Proposal record – completed online by CECS’s Research Office via Huron
2. Detailed Budget – budget templates are available through your CECS contact. They can also draft a budget for you.
3. Budget Justification – your CECS contact will draft once the budget is finalized.
4. Proposal / Statement of Work, including required deliverables.
5. F&A Rate Reduction Request Form (if applicable) – for more information, please visit: http://www.research.ucf.edu/documents/PDF/cg_Indirect_Rate_Reduction_Request_Form.pdf OR requires 10 business days for rate forms.

B. Proposal Submission Process

Please alert Ginny Pellam (Ginny.Pellam@ucf.edu) via email of any planned proposal submissions as soon as possible. She will then assign one of the CECS Proposal Specialist to work with you on the submission. Research proposals prepared by CECS faculty are
submitted to the Office of Research using the Office of Research’s online system Huron. This is done by your CECS Research contact.

Note: Faculty are urged to work with the chair of his/her department during the preparation of research proposals to ensure adequacy and appropriateness of:

a) Relationship of the research to departmental and college goals and objectives.
b) Availability of laboratory space and equipment.
c) Administrative* and/or technician support.
d) Overhead distribution.
e) Budget (including travel, student support, maintenance costs, cost sharing/match).
f) Other considerations, as necessary or appropriate.

CECS Research Office will assist faculty with the submission process, and for proposal and budget development.

C. Proposal Approval

Subject to the considerations cited above, the Associate Dean for Research and Administration, Dr. Ranganathan Kumar is authorized to approve research proposals for the Dean of the College of Engineering and Computer Science, Dr. Michael Georgiopoulos. Note that research proposals involving units outside CECS (e.g., CREOL, IST, and non-engineering academic departments) must be approved by these units as well. The on-line submittal process will route the funding proposal to these individuals as needed. At the time of the proposal submission, credit split among all participating units must be stipulated with a credit split form. Indirect split between colleges is determined by separate budgets per unit. Proposals which deviate from normal CECS requirements (e.g., matching funds required, F&A rates reduced or waived, additional research space and equipment required, etc.) must be fully justified by the PI and approved by both the department chair and the associate dean for research. Unless stipulated in the proposal solicitation, proposals should include the full Facilities & Administrative (F&A) rate in effect at the time an award is made. More information may be found here: http://www.research.ucf.edu/Research/InstitutionalInfoFacts.html. If eligible and approved, a rate reduction of 10% may be charged in lieu of F&A costs.

All proposals must be approved by all required persons in the approval chain before the OR proposal administrators are allowed to submit the proposal to the funding agency. Please make sure that all supporting documents are uploaded in ample time (minimum of two business days) for this to be accomplished.

Departments and Principal Investigators with F&A-generating contracts or grants earn shares of F&A proceeds. After deductions for university strategic initiatives, the standard distribution of F&A for CECS Department/School projects is:
9.0% Principal Investigator(s)
25.2% Department
10.8% College(s)
55.0% Office of Research and Commercialization

For Centers, SMA, CATSS, CD-SLR and CATER, F&A distribution is:

9.0% Principal Investigator(s)
15.12% Center
10.08% Department
10.8% College
55.0% Office of Research and Commercialization

When proposals include multiple investigators, departments, and/or colleges, a detailed budget must be specified for each unit outside of CECS, as this drives the return of indirect funds.

D. Budget Considerations

Subject to the requirements of the sponsoring agency involved, the budget normally should include the following:

1. Salaries and Fringe Benefits

Research personnel (faculty, A&P and/or other USPS support personnel): Costs for secretarial and other administrative support are typically unallowable as a direct cost.

Fringe benefit rates for UCF Employees. The published fringe benefit rates (https://www.research.ucf.edu/documents/PDF/2023/Composite%20Fringe%20Benefit%20Rate%20Memo-Signed-6.27.2023.pdf) and are ACTUAL cost. Consultants and independent contractors in the business of offering services on a contract basis for a limited period of time are not included.

These rates are subject to change each year. The most recent fringe benefit rates can be found online at the OR website: (https://www.research.ucf.edu/Research/InstitutionalInfoFacts.html).
2. Other Personnel Service (OPS)

UCF COLLEGE OF ENGINEERING and COMPUTER SCIENCE
STUDENT STIPEND & APPOINTMENT GUIDELINES

Undergraduate Student Assistants:

Minimum Wage $12.00 effective September 30, 2023, with an increase by $1 each year until it reaches $15.00.

Graduate Minimum Stipends:

<table>
<thead>
<tr>
<th>Student</th>
<th>Masters</th>
<th>PhD</th>
<th>PhD</th>
<th>PhD</th>
<th>$ /hr</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPS (Timesheet Required)</td>
<td>$19.57</td>
<td>$21.45</td>
<td>$22.30</td>
<td>$24.66</td>
<td>$19.57</td>
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<td>Contract Graduate Teaching or Research Assistant</td>
<td>$800</td>
<td>$880</td>
<td>$960</td>
<td>$1040</td>
<td>$800</td>
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<tr>
<td>Contract Graduate Assistant</td>
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<td>SEVIS, Insurance Adjustment</td>
<td>$46.48</td>
<td>$46.48</td>
<td>$46.48</td>
<td>$46.48</td>
<td>$46.48</td>
</tr>
</tbody>
</table>

aThese are guidelines for CECS students. If a student is hired from outside of CECS, use the student's home college guidelines. Pay schedule based on twenty (20) hours per week for 0.5FTE. For 0.25 FTE use 50% of rates shown above.
bAccepted to PhD program prior to qualifying exam.
cQualifying Exam passed (6D, GS-1D approved).
dCandidacy Exam passed (GS-1C approved).
eHourly employment requires time sheets, contract employment does not.
fContract form (same as for Adjunct Faculty) and ePAF are required paperwork.
gIt is recommended that an adjustment for cost of health insurance and SEVIS fee be provided to the students.

Note: Students are limited to work no more than 20 hrs. per week. The Affordable Care Act has been in effect since January 1, 2014. Any student working over 30 hours would be entitled, and will be asked if they wish to accept the Health Benefits.

Hiring dates and other assistantship details can be found at: https://grad.cecs.ucf.edu/for-faculty/graduate-assistantship/

3. Expense

Travel, expendable supplies, computer time, publication fees, consultants/contractual services, etc.
4. **Capital Equipment (OCO)**

UCF defines OCO as non-expendable equipment, with a shelf life greater than one year and with a cost of $5,000 or greater that is either a single item or as a unit.

5. **Facilities & Administrative (F&A) Costs**

In general, budget requests for research projects should cover all the tangible direct costs of carrying out the project and full F&A costs. Unless limited by the program solicitation, all budgets should include the appropriate federally negotiated rate per UCF’s Rate Agreement which can be found: https://www.research.ucf.edu/documents/PDF/2023/PSC%20Fringe%20Rate%20Agreement-7.10.2023.pdf.

6. **Cost Share**

**Overview**

All cost sharing must be approved by all obligated parties at the proposal stage prior to submission to the funding agency.

Since inception of the concept, cost sharing has been a primary target of auditors. Nationally, it is the second leading area of cost disallowance. The primary basis for disallowance is that the shared costs are not "booked" and readily auditable.

**Implementation**

Upon receipt of an award OR will establish a sponsored project account and establish a companion cost share account (if necessary); and provide this information to the department responsible for administering the account. All cost share must be budgeted and recorded in the companion cost share account.

It is emphasized that the amount of university cost share is limited to the amount specifically required by the funding agency.

If cost sharing is not required by the funding agency, it should not be budgeted and submitted to the funding agency within any section of the proposal, including the budget justification. All required cost sharing plus any voluntary cost sharing in excess of the requirement must either be specifically identified in the proposal or by a separate form accompanying the proposal during internal routing and approvals. All cost sharing commitments must also be documented in the funding proposal record and approved by the responsible party for the cost share commitment (e.g., chair, dean, etc.).
It is the responsibility of the PI and his/her Department Head for substantiating cost sharing/matching.

III. F&A Indirect Cost or Overhead

The CECS Deans Budget Office will maintain records of F&A earned by principal investigators. In order to maintain accountability and accurate records, all F&A expenditures are routed through the CECS Dean’s Budget and Finance Office for approval and posting to individual accounts.

**Principal Investigator F&A:**

Principal Investigator F&A is managed by the College under one account. The CECS Dean’s Budget and Finance Office tracks both credits and expenditures for this account. Expenditures should have documented research relevance. To spend funds earned by PIs, the following procedure is required.

The PI’s department staff confirms the availability of funds from the CECS Dean’s Budget and Finance Office prior to preparing the appropriate university paperwork for the research related expenditure. (Purchase Requisition, Travel Authorization Request and/or Reimbursement, electronic Personnel Action Form (e-PAF), etc). Department obtains all required PI signatures. Only the PI can authorize spending of his/her share of the overhead return.

IV. Copyrights, Patents & Licensing

A. Overview

This information paraphrases past Collective Bargaining Agreements, pertaining to products developed during research conducted at universities belonging to the State University System of Florida.

This agreement was negotiated by the Board of Trustees and the United Faculty of Florida and regulates all aspects of research. You should refer to the current agreement for exact and comprehensive data. Copies of the Collective Bargaining Agreement are available through the University of Central Florida, Office of Faculty Excellence. **UCF has three fundamental responsibilities toward research:**

1. The UCF Technology Commercialization Committee is appointed by the Vice President for Research (VPR) and is the advisory board for the VPR in all matters concerning intellectual property and technology transfer.

2. To support an academic environment that stimulates the spirit of inquiry.

3. To develop the intellectual property (expertise, scholarly knowledge, technical
know-how, and trade secrets) stemming from research, and make this property available to the general public as mandated by Federal Code.

UCF’s Patents and Copyrights Policy follows federal and state statutes and collective bargaining agreements concerning intellectual property that was attained using university-secured funds.

UCF shares royalties generated from patent/copyright licenses with inventors and, in return, promotes the spirit of inquiry by supporting selected research programs, facilities, and personnel with the generated funds.

The Office of Technology Transfer (OTT) http://tt.research.ucf.edu/ in the Office of Research and Commercialization administers a Patents and Copyrights Program which works in conjunction with the VPR and the Committee to:

1. Evaluate the marketability of products developed during research.
2. Assist attorneys in the preparation of patent applications.
3. Negotiate contracts concerning licensing agreements and sales of intellectual property.
4. Identify potential or actual patentable ideas and inventions.

OR’s Office of Technology Transfer is UCF’s clearinghouse for all copyright, trademark, and trade secrets at the university. OR also represents UCF in all matters of intellectual property management affecting relations with government, industry, and the public sector.

B. Commitments for University Personnel

Each UCF employee is bound by the collective bargaining agreement to complete and submit a UCF Invention Disclosure form to OTT, the respective deans, and chairpersons for:

1. All inventions made in the general field or discipline of the employee, including any invention conceived on university time using UCF funds, facilities, proprietary information, or technical expertise.
2. All inventions made during the course of funded research.
3. All inventions made outside the field or discipline in which the employee is employed by UCF and for which no university support has been used are generally the properties of the employee. However, the VP for research or his/her representative may determine that the patent for such an invention be pursued by the university and proceeds shared. Forms are available at http://tt.research.ucf.edu/

C. Invention Disclosures, Licensing and Commercialization

The VPR determines whether the University will assert its ownership rights to
inventions. The committee is responsible for the technical evaluation and advisement to the VPR as to university development interests. The VPR may consult other experts to assess marketing and commercialization potential. The VPR has the ultimate university responsibility to:

1. Determine ownership of all intellectual property made by UCF employees.
2. Exercise or waive rights to individual intellectual property.
3. Acquire patents, copyrights, and trademarks for intellectual property.
4. Enter into development, marketing, licensing, and sales agreements for university assigned intellectual property.

The time frame for determination of ownership is 120 days from the time a disclosure is completed and accepted by the Office of Technology Transfer.

D. Consulting Agreements

Consulting agreements often require the consultant to waive all rights to intellectual property as a condition of employment. A UCF employee hired as a consultant to an external agency should use great care to determine that the patent clauses included in his/her consulting contract do not create a conflict of interest with UCF’s intellectual property policy. Remember, intellectual property includes expertise, scholarly knowledge, technical know-how, and trade secrets. UCF's intellectual property is not to be divulged to outside firms without prior, written approval from the VPR. The waiver of the rights to intellectual property conceived during consultation contracts must be pre-approved by the VPR prior to the start of the contractual period. Each employee is required to furnish a copy of the Collective Bargaining Agreement and the policy to outside employers at the time a consulting agreement is signed, or before the consultancy commences.

E. Employee Responsibilities

The employee shall not commit any act which would tend to defeat UCF's interest in any matter. UCF will take any and all actions necessary to protect the university’s interests in its intellectual property.

Distribution of Royalties

Distribution of royalties follows the standard policy (https://www.research.ucf.edu/documents/PDF/2020/UCFRF_RevenueDistributionGuideline_effective2017.pdf) in place at UCF. Cumulative net income (gross royalties minus direct costs of patenting, licensing, legal, and other related expenses) resulting from inventions (excluding books) to which UCF takes title currently is divided according to the following:
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<tr>
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<th>$1-$100K</th>
<th>$101K-$199K</th>
<th>&gt;$200K</th>
</tr>
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<tbody>
<tr>
<td>Inventor</td>
<td>50%</td>
<td>40%</td>
<td>30%</td>
</tr>
<tr>
<td>Dean of Inventor's College</td>
<td>20%</td>
<td>24%</td>
<td>28%</td>
</tr>
<tr>
<td>Inventor's Dept.</td>
<td>20%</td>
<td>24%</td>
<td>28%</td>
</tr>
<tr>
<td>UCF Research Foundation</td>
<td>10%</td>
<td>12%</td>
<td>14%</td>
</tr>
</tbody>
</table>

F. Additional Information

Please contact Raju Nagaiah or Andrea Adkins from OR if you have any questions or comments. (See Appendix A for contact information).

V. Compliance Requirements

A. Time and Effort Reporting

It is required by Federal Regulatory Requirements (specifically Uniform Guidance, Subpart E-Cost Principles 200.430) and the Office of Research and Commercialization (OR) that all faculty, staff, and students who work on any contract or grant must certify, sign and date a Time and Effort Report at least three (3) times per year (once per semester) via OR’s Effort Certification and Reporting Technology (ECRT) system. More information on UCF’s time and effort reporting requirement can be found here: [https://www.research.ucf.edu/Compliance/PayrollCertification.html](https://www.research.ucf.edu/Compliance/PayrollCertification.html). Please note that certifying via OR’s ECRT system does not take the place of Institutional Research’s Faculty Activity System, which must also be completed as required by the Academic Affairs office.

Please contact your department ECRT contact or Daniel Sierra from OR if you have any questions or comments.

B. Cost Transfers on Contracts & Grants

Office of Research requires all transfers sponsored contracts and grants must include a completed and signed “UCF Cost Transfer Explanation Form” Federal regulations require cost transfers to occur within a timely manner and be supported by documentation that fully explains how the error occurred and a certification of the correctness of the new charge. All transfers (including salary expenses) should occur within 90 days. Failure to comply with the 90-day rule may result in the disallowance of the cost.

Additionally, the Federal Government and the Office of Research require that effort on federally sponsored grants be certified for accuracy within a timely manner. This is an integral part of the general accounting and time and effort
reporting requirements. To meet these requirements, salary cost transfers should be requested within sixty (60) days from the time the expenditure(s) was posted to the sponsored contract or grant. This procedure will provide time for faculty and administrators to complete cost transfers and certify their time and effort within the required 90-day period. Please contact Nanette Aubert from the CECS- Budget Office, or Daniel Sierra from OR, if you have any questions or comments. (See Appendix A for contact information).

VI. **Contracts & Grants Close Out Procedures for Overspent and Revenue Shortfalls**

1. Department staff will work with PIs on reconciling accounts and creating Transfers to move over expenditures and to determine reason for unfunded revenue owed to projects.

2. Will include overhead and balance accounts of the PIs when working on covering the over expenditures or revenue shortfalls.

3. The departments have 90 days to resolve these issues.

4. On a case-by-case basis, faculty who do not have sufficient funds to cover the over expenditures in their overhead and balance accounts the college will allow the PIs to slightly run their overhead into the red which will be offset by any incoming revenue as it is generated. The remaining over expenditure will be covered by the department overhead. If any faculty should leave before their negative balance is covered the department will be responsible.

5. For any contract or grant that the PI has substantial reason to believe is overspent or have unfunded revenue due to errors on the part of Office of Research or Finance and Accounting, the department needs to provide an explanation with supporting documentation to be presented to OR for resolution.
Center of Online and Virtual Education (COVE)
Center for Online and Virtual Education (COVE)

COVE

The Center for Online and Virtual Education (COVE) is the college's umbrella department for many distant education initiatives. The major components of this group are Remote Testing, Panopto (Lecture Capture System) and Webcourses (Learning Management System). COVE offers training and support for these systems. The COVE Technical Support office is in BA1-218B, phone: (407) 823-2481. Contact for the COVE manager - Phone: 407-823-1039 Email: Cove@UCF.EDU

REMOTE TESTING

Many students are enrolled “at a distance” meaning they will be expected to view lecture asynchronously online, complete assignments online, and take exams at a remote facility or online. There are various testing facilities that are approved for testing. COVE staff will help distribute tests to the remote facilities your students are using. As well as explain policies and procedures that should be followed to have exams proctored at those locations.

PANOPTO

Panopto is the software system used by UCF to capture, record, and synchronously deliver your lectures. Prior to using Panopto, all new faculty members must complete an online training program entitled Effective teaching with Videot (ETV).

Panopto is an automated system and will begin recording two minutes prior to your scheduled start time and will stop five minutes after your scheduled end time. **Anything that is said during that period will be audible to the viewers.** Your lecture will be uploaded and viewable by your students later in the day. Students view the lecture by logging into [http://webcourses.ucf.edu](http://webcourses.ucf.edu)

University policy is that only students registered in your class will have access to your lectures. COVE is unable to provide non-registered students (including TAs) access to your lectures. (TAs must be enrolled through PeopleSoft as a TA to access the Panopto lectures.)
Lectures are only accessible until grades are due for that term. If you wish to keep the lectures for future use, you must download them or move them to your private folder. Please contact COVE Technical Support for assistance. Please be aware that students completing a course late (Incomplete) will NOT have access to recorded lectures unless you have achieved them.

WEBCOURSES

Webcourses is the branding that UCF has given their courseware and learning management system (LMS). (The actual product that the campus uses is Canvas.) All instructors must use Webcourses to illustrate student academic activity in their courses. This activity can be documented by using methods discussed on https://online.ucf.edu/teach-online/resources/financial-aid/assignments/. Faculty are encouraged to take Essentials of Webcourses @UCF https://cdl.ucf.edu/teach/professional-development/essentials/. This is a self-paced, just-in-time online course that will familiarize you with the tools and functionality of Webcourses.

Webcourses can also be a stand-alone distant learning tool. Those courses that are delivered completely online, without the Panopto component, should be designated as a “W” course. Faculty members who have not previously taught a “W” course must complete IDL 6543 https://cdl.ucf.edu/teach/professional-development/idl6543/. This is a very intensive course. New faculty members who are teaching a mixed mode, “M” or Reduces set time “RS” class are also required to complete IDL 6543. New faculty who will teach an established Webcourses class all should take the online course ADL 5000 https://cdl.ucf.edu/teach/professional-development/adl5000/.

Students access Webcourses by logging in to https://webcourses.ucf.edu/.

CLASS SCHEDULING

The class schedule is set up approximately 6 months prior to the start of the term. Proper scheduling/coding of your class is imperative.

Mode of Instruction

- P = Face to Face instruction
- M = Mixed mode, some scheduled face to face but class relies heavily on Webcourses.
- W = All material will be present to the students through Webcourses.
- RA = Active learning provides web-based learning with blended face-to-face and online elements
• RS = Classes are recorded live in the classroom at specified times. Student cannot be required to attend more than 20% of the time.
• V = Students in this section will be viewing the recorded RS class lecture.

The College of Engineering and Computer Science has five (5) classrooms dedicated to Panopto: ENG1-384 and 386; BA1-216 and 216A; and ENG2-103. The university has a Panopto room located in CB1-218.

FIRST DAY OF A PANOPTO CLASS

If all students are expected to come to campus for any reason during the term, this must be announced the first day of class and clearly stated in the syllabus.

If all students are expected to take exams at a specific time, whether on campus or at another location, this must be announced the first day of class and clearly stated in the syllabus.

If all students must use a specific software that is only available on campus, this must be announced the first day of class and clearly state in the syllabus.

Students taking the live, RS section of a Panopto class cannot be required to attend more than 20% of the scheduled live class periods.

EXAMINATIONS

Students register for class based upon where they will be taking test. Students who have registered in the 0R01 or 0002 section will be expected to take test in the classroom during your regularly scheduled class period.

Students in the 0v91 section are responsible for findings a qualified proctor. Students in this section are not to come to class as this is an online section. A qualified proctor would be, a college or university testing center, HR personal or a supervisor at their place of employment, a local library, the student’s academic or research advisor.

Please state in your syllabus how tests will be handled. If you will be requiring in-person proctored testing, please email me the test no later than 48 hours in advanced. Many testing centers will not allow students to schedule a time until they have the test in hand. Please also note that same as class time testing cannot be accommodated by most testing centers due to demand, operating hours and at times, time zone differences. Please allow for a window of time the student can schedule the test for.
The preferred method of test distribution is electronically. Test can be distributed one of two ways: You may email your tests to COVE (COVE@ucf.edu) or directly to the proctors (If you send the test directly to the proctors, please CC cove so they have the test for records). You will receive an email that explains where all your 0v91 student will be taking their exams, within the first three weeks of the semester.

The proctors will minimally need to know:

1. The course prefix and number.
2. The dates that the test may/must be administered.
3. Allowed time.
4. Whether it is open book and/or notes or closed book or any other combination.
5. If any peripherals, such as a calculator or computer are allowed
6. Where and how to submit the completed test. (Standard method is to scan and email the completed test back.)

Please feel free to use the coversheet found at the end of this section, page 7.

If you do not have a digital copy of your test, the COVE Technical Support Office can assist you. Please provide Cove your test for distribution. If you do email the test out yourself, please cc COVE. (Cove@UCF.EDU)

COPYRIGHT AND INTELLECTUAL PROPERTY

Copyrighted material used in the delivery of a course has certain restrictions. It is the sole responsibility of the Instructor to obtain permissions associated with using restricted material.

Lectures and certain materials created in the process of teaching a course are the property of the University of Central Florida. Please see Article 18 - Inventions and Works in the UCF Collective Bargaining Agreement.

GETTING STARTED WITH WEBCOURSES

Canvas from Instructure is the LMS used by UCF. A faculty tour of Canvas can be found at https://online.ucf.edu/support/webcourses/other/faculty-tour/ Formalized Webcourses training for Face-to-Face courses is not currently required, however, it is recommended. Information on professional development options can be found at https://online.ucf.edu/teach-online/professional-development/

Ten (10) days prior to the start of each term the university will generate a Webcourses site for all individual section that has student enrollment. If you are teaching multiple labs for the same class, it could be beneficial to combine all these sections into one Webcourses site. This eliminates the need to enter the same information into multiple
locations. You will easily be able to see which section each student is enrolled. If you would like to have multiple sections combined into one course, then you need to do the following prior to the start of the term.

Log into https://my.ucf.edu

1. Go to-->https://my.ucf.edu/
2. Click-->Faculty/Advisor Self Service
3. Click-->Instructors
4. Click-->Faculty Webcourse Manager
5. Click on the main section’s Combine Icon
6. Select all the sections associated with the class
7. Click Okay
8. This will bring you back to the original page, the sections will show combined
9. Click Save.

In 24 hours, you will be able to add content to your Webcourses’ site.

**GETTING STARTED WITH PANOPTO**

Prior to using Panopto, all new faculty members must complete Teaching with Learning Capture (TLC). This is an online training program. To request enrollment in the program, please email Cove@UCF.EDU. This training must be completed before you will have complete access to the course’s Webcourses and Panopto site.

Many of the courses using Panopto have multiple sections for the class and these sections must be combined prior to the start of the term.

To do this:
Log into https://my.ucf.edu

1. Go to-->https://my.ucf.edu/
2. Click-->Faculty/Advisor Self Service
3. Click-->Instructors
4. Click-->Faculty Webcourse Manager
5. Click on the main section’s Combine Icon (usually the 0R01)
6. Select all the sections associated with the class (please remember to include the 002)
7. Click Okay
8. This will bring you back to the original page, the sections will show combined and “Video Lecture Capture” will automatically be enabled.
9. Click Save.
IMPORTANT THINGS TO REMEMBER ABOUT PANOPTO

- Panopto is scheduled to automatically start recording two minutes prior to your scheduled start time and will conclude five minutes after the scheduled stop time. The university standard is to have all courses stream live. This means that anything said in the classroom will be heard live and be recorded.

- Please let the COVE Technical Support Office know if you are not going to be recording a lecture for any reason, including giving a test during the class period.

- Unless we are informed otherwise, recordings will be stopped and deleted if the class has not begun within 30 minutes of its scheduled start time.

COVE Technical Support is located in BA-218B and can be reached by phone at (407) 823-2481. Support personnel are available during fall and spring term from Monday thru Thursday 9 a.m. - 9 p.m. and from 9 a.m.- 4:30 p.m. on Friday. Hours of operations are shortened during term breaks and summer term.

If you need to contact the COVE manager, please email Cove@UCF.EDU OR CALL 407-823-1039.
Center for Online and Virtual Education (COVE)  
PH: (407) 823-2481

Course:

Instructor:  
Email:

Time allotted for exam:  
Exam must be taken by:

_____Closed Book  _____Open Book

Allowed notes:

Other device(s) allowed (for example programmable or nonprogrammable calculator, mobile devices, etc.)

Other instructions:

Exam must be returned by (date and method):

CERTIFICATION:
This exam has been administered to the following students in accordance with the instructions stated on this coversheet and any additional instructions given by the instructor.

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

Please Print
Proctor Name: ___________________________ Email address: ___________________________

Date & Time Exam Administered ___________________________ Proctor Signature ___________________________
Role of Advancement
Role of Advancement

(Undergoing Revision - TBD)
Office of the President

<table>
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<th>Effective Date</th>
<th>Policy Number</th>
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<th>Page Of</th>
</tr>
</thead>
<tbody>
<tr>
<td>EP-20-6</td>
<td>1</td>
</tr>
</tbody>
</table>

Responsible Authority
Associate Vice President and Chief Human Resources Officer

**APPLICABILITY/ACCOUNTABILITY**

This policy applies to all University of Central Florida faculty and staff except to the extent that it conflicts with any provisions of an applicable collective bargaining agreement.

**BACKGROUND**

The purpose of this policy is to set forth the University of Central Florida's philosophy and expectations for remote work arrangements. Remote work arrangements allow employees to work at an alternate location for part or all of the workweek. Remote work arrangements when used appropriately may optimize operations, improve productivity, help attract and retain workforce, enhance work-life balance, achieve administrative efficiencies (e.g., reducing office and parking space needs), reduce traffic congestion and transportation costs, and support Continuity of Operations Plans.

**POLICY STATEMENT**

The practice of working at an approved remote workspace instead of physically traveling to a central workplace is a work alternative that may be offered to employees when such requests meet the eligibility criteria established by this policy. Criteria include that such working arrangements benefit both the organization and employees, are in line with UCF’s mission and guiding principles, resources can accommodate the requests and supervisory discretion allows for the employees to work from a remote workspace. Remote work arrangements are expected to be limited to one or two days per week at most. Only in rare circumstances.
situations will 100% remote work arrangements be approved. The decision to allow limited remote work arrangements lies with the Dean, Director, or Department Head (DDDH) or designee. Requests for remote working arrangements beyond two days per week or for out-of-state work arrangements must be approved by the Provost or appropriate Vice President (VP).

The request for a remote work arrangement is a privilege and employees are not guaranteed the opportunity to work remotely. Work assignments are driven by a position’s roles and responsibilities and the need for departments to offer services to the campus community. Remote work arrangements must meet the needs, requirements, and constraints of both the unit and the employee. Units should be consistent in the decision-making process regarding remote work arrangement requests, with the understanding that the work arrangement can be changed or discontinued at any time. This policy establishes standards for remote work locations for employees. This policy does not address flexible arrangements or flexible work requests for medical or other reasons, for flexing of work hours during a work week, or for periodic or flexible work arrangements of less than two months.

**DEFINITIONS**

**Central Workplace.** An employer’s place of work where employees normally are located.

**Compressed Work Week.** 40-hour work week compressed into fewer than five workdays.

**Flextime:** Fixed starting/ending times that change periodically.

**Hoteling Workspace.** Shared campus workspace used for temporary employees or those who do not work on campus on a regular basis.

**Remote Work Agreement.** Formal written agreement outlining the remote work arrangement.

**Remote Work Arrangement.** Defined as allowing employees to work at an alternate location. Employees perform essentially the same work that they would in the central workplace in accordance with their same performance expectations and other agreed upon terms. Remote work arrangements may be established for the long-term (not to exceed one year) but should be at least two months in duration.

**Remote Workplace.** Approved alternate work sites other than the employee’s central workplace where official UCF business is performed. Such locations may include, but are not necessarily limited to, employees’ homes or approved satellite offices.

**Service Hours of Operation.** Service hours may be established by departments beyond the university’s business hours where services need to be provided at different times to
meet the needs of the campus community (for ex., library, student services, etc.) and are the hours during which the department must be staffed.

**University Business Hours.** The standard business hours at UCF are 8am to 5pm Monday through Friday; however, some offices and functions may operate service hours that are different from or longer than the standard business hours of the university.

**Work Week.** For most UCF employees, the standard work week begins on Friday and ends on the following Thursday.

**GENERAL EXPECTATIONS**

- Regardless of work location, an employee’s responsibility is to fulfill their job responsibilities, perform at expected levels, and follow all UCF regulations, policies, and standards pertaining to their job.
- Remote work arrangements are not guaranteed; they can be changed or be discontinued at any time.
- Employees who have an approved remote work arrangement may still be required to work on campus on a scheduled remote workday as required by the department, including for emergency situations if designated as critical personnel.
- Employees must continue to communicate absences or time away from work as if they were on campus.
- Employees are expected to clearly communicate when they are working remotely, how to contact them, and be accessible during scheduled work times.
- Student or employee-facing faculty, staff, and departments are expected to maintain an appropriate level of staffing at the campus work location and remote work arrangements should not reduce service levels of university departments.
- Decision-making processes regarding remote work arrangement requests must be transparent and compliant with all university regulations and policies.
- Information technology and security of data, as well as confidentiality of information, are vital considerations when reviewing a remote work arrangement.
- Adverse action against an employee for asking for a remote work arrangement is prohibited.
- Employees granted a remote work agreement whose on-campus work hours fall under certain thresholds may lose their dedicated campus-based workspaces and be required to work at shared, temporary, or hoteling spaces when on campus.

**Eligibility**

Individuals who meet or exceed performance standards are typically favorable candidates for remote work arrangements. Employees must be performing at a satisfactory level or higher to be eligible for flexible work. Individuals in corrective action or on a performance improvement plan are not eligible for remote work arrangements.

Eligibility is determined based on job duties and essential functions of the job, needs of the department (including maintaining staffing levels at the campus work location),
satisfactory performance, and time with the university. Some positions require the employee to physically be on campus to perform essential job duties and to maintain continuity of operations, and therefore, may not be eligible for remote work; however, departments may consider flexible work schedules if appropriate. Such jobs include, but are not limited to:

- Grounds keeping/landscape positions.
- Facility maintenance positions.
- Housekeeping positions.
- Safety positions, such as police officers, dispatchers.
- Housing or other similar positions.
- Teaching and research faculty that are assigned to teach face-to-face courses and/or who must fulfill office hour requirements or conduct research at labs on campus.
- Positions that require face-to-face contact to support students or employees or other campus operations, for example clinical roles.
- Positions identified in a Collective Bargaining Unit that require a campus presence.

**Time in Position:**

- So that employees can orient, onboard, and acclimate to UCF, employees must work at least **six months** on campus before being approved for any type of ongoing remote work arrangement. This requirement may be waived by the Provost or appropriate Vice President.
- The six-month requirement excludes periodic requests that the DDDH, designee, and/or supervisor deems appropriate to approve.

**Work Standards and Performance:**

- Employees who are not meeting performance and professional standards based upon the DDDH, designee and/or supervisor’s judgment are not eligible for any type of ongoing remote work arrangement. This does not include periodic requests that the DDDH, designee and/or supervisor chooses to approve.
- Employees may have their remote work agreement revoked at any time if their performance does not meet expectations.
- The DDDH, designee and/or supervisor will regularly evaluate and provide feedback on the employee’s job performance as defined in the employee’s position description and performance plan.

**Approved Work Locations:**

- Remote work locations must meet minimum standards and requirements to be approved for remote work requests. These standards and requirements include: Acceptable work locations: Employees must reside and work in the state of Florida. Exception requests for out-of-state working arrangements must be approved by the Provost or appropriate VP.
- Notification: Employees who move out of the state of Florida must notify UCF immediately. Such move can impact the employee’s employment status, up to and
including separation from their role at UCF.

- Safety: Employees must verify that the remote workplace meets the safety checklist requirements listed on the Remote Work Request Form.
- Workspace: Employees must have a designated, quiet, distraction-free space available to perform work in a productive environment with an appropriate internet connection.

Additional information about remote work locations may be found in the Remote Working Arrangement Program Manual, linked below.

**Length of Agreement:**

- A remote work agreement can be approved for up to one year. At that time, the agreement must be evaluated and re-approved to continue, including the completion of required remote work training. A remote work arrangement should be at least two months long. Permission to work from a remote location on a temporary, sporadic, or task basis is not a remote work arrangement requiring a remote work agreement.
- The employee or department may, at its discretion, implement, continue, discontinue, or modify remote work arrangements at any time. Employees should, however, be given a two-week notice prior to changing their remote work schedule or discontinuing a remote work arrangement, unless an emergency arises. The employee may consent to a shorter notice period. If a department implements a rotation schedule involving multiple employees that is announced to employees at least two weeks in advance, that would be deemed to satisfy the two-week notice.

**Compensation and Benefits:**

- All pay/salary rates, leave/retirement benefits, and travel reimbursements will remain as if the employee performed all work at the employee’s established central work location.
- The normal full-time work week of 40 hours shall be observed. [Pro rata if a part-time assignment.]
- No remote schedule shall be approved requiring more than 40 hours of actual work for full-time non-exempt employees in a workweek. [Pro rata if a part-time assignment.]
- All hours worked, regardless of work location (on-campus or at a remote workplace), are counted towards hours during the work week per the Fair Labor Standards Act (FLSA). Overtime worked by a non-exempt employee must be approved in advance by the supervisor in writing and the employee will be compensated at the normal overtime rate.
- Alternate work schedules, such as rotating shifts, compressed workweek, etc., may be developed to allow departments to provide services outside traditional hours of work or to meet employer or employee needs; however, such schedule adjustments may not result in an employee’s working fewer than their prescribed hours during a workweek or pay period, or result in regular overtime pay.
Employees at the university work a variety of schedules and are permitted varying amounts of time for lunch depending upon their regular working schedule. Typically, a lunch break is minimally 30 minutes long and is set by the DDDH, designee, and/or supervisor. Employees working remotely must also follow break and lunch requirements.

PROCEDURES

• To request a remote work arrangement, employees must discuss their requests with their supervisor and submit the completed and supervisor-approved Remote Work Arrangement Request form to their DDDH or designee.
• The DDDH or designee must review the request and determine if the position is eligible for a remote work arrangement, if the employee’s performance is satisfactory or higher, and whether permitting the remote work will allow the department to continue to provide high-quality services to students and employees on the campus.
• If the DDDH or designee approves the remote work arrangement (and, if applicable, if the Provost or appropriate VP approves), the DDDH or designee will inform the employee and provide an executed copy of the Remote Work Arrangement Request form to both the employee and the Central Human Resources office. The executed Remote Work Arrangement Request form becomes the Remote Work Agreement.
• If the request is not approved, the DDDH or designee will discuss with the employee the reasons the request was not approved.
• If a request is changed or discontinued, Human Resources must be notified and provided the updated agreement.

RELATED DOCUMENTS
Remote Working Arrangement Program Manual

CONTACTS
UCF HR Leave of Absence loaandworkcomp@ucf.edu

FORMS
Remote Work Arrangement Request Form
University Compliance, Ethics, and Risk supports and promotes a culture of ethics, compliance, risk mitigation, and accountability.

Compliance
Enhances compliant behavior in accordance with applicable laws, regulations, requirements, and university policies and procedures.

Ethics
Fosters a culture of integrity, trust, and respect, which is consistent with the UCF Creed and the UCF Ethical Standards.

Enterprise Risk & Insurance Management
Oversees the identification, assessment, and management of risks and opportunities that could impact university success.

View UCF Employee Code of Conduct

The INTEGRITYLINE allows you to report ethical concerns without the fear of retaliation — 24/7. Secure. Anonymous. Learn More

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4365 Andromeda Loop N.
Milton Hall 328
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Phone: 407-823-3089
athleticscompliance@ucf.edu

Athletics Compliance
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University Compliance, Ethics, and Risk
4365 Andromeda Loop N.
Milton Hall 328
Orlando, FL 32816-0001
Phone: 407-823-6263
Fax: 407-823-6265
complianceandethics@ucf.edu
Conflict of Interest

A conflict of interest or commitment can occur when one or more parties have interests that interfere with their university responsibility. No employee shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. Although most conflicts can be managed, it is the university’s responsibility to provide oversight of the management of certain activities or request that activities be ceased immediately.

Because UCF is a public university, we are all subject to Florida’s ethics laws. The ethics laws prohibit public employees from taking certain actions, and require certain disclosures be made. Our primary obligation is to our assigned duties and responsibilities as employees of UCF.

Conflict of Interest and Commitment Disclosure

UCF Regulation 3.018 Conflict of Interest or Commitment: Outside Activity or Employment is a longstanding university regulation that outlines the conflict of interest and commitment disclosure process at UCF, which complies with state law, as well as federal laws as they pertain to research. This process of disclosing all outside activities for review and approval protects all of us from unknowingly violating a state or federal law, and protects our credibility and reputations by providing a transparent system of disclosure, approval, and documentation of outside activities that might otherwise raise concerns of a conflict of interest or commitment.

Each academic year a potential conflict of interest and commitment disclosure is required of all faculty, executive staff, post-doctoral employees, and select individuals in university positions of trust, or other employee types engaged in the design, conduct, and reporting of research at UCF. All other employees must submit a report prior to the initiation of any outside activity or employment. An amended disclosure must be submitted within 30 days of any change in circumstances. The following documents, training modules, and regulation information is meant to guide faculty and staff through the disclosure process. If there are remaining questions, please contact PCA@ucf.edu.

Online Disclosure Process

- ARGIS Conflict of Interest and Commitment Reporting System (Complete the Online AA-21 Disclosure)
- Outside Activity Financial Interest and Potential Conflict Disclosure Matrix
- AA-21 Disclosure Guidance
- Reporting Outside Activities, Financial Interests, and Potential Conflicts Process
- ARGIS Training Modules
- Conflict of Interest or Commitment Monitoring Plan (non-sponsored programs or research)
- Royalties and Donation Form
- AA-21 PDF Expanded

Potential Outside Activity, Employment, and Conflict of Interest and Commitment Disclosure (AA-21) Tutorial
Addition Disclosure Forms
- Report of Potential Conflict of Interest, Outside Activity/Employment for A&P or USPS
- Permission to Use University Personnel, Equipment, Facilities, Students, or Services

Accepting Gifts and Honoraria
- Gifts and Honoraria (UCF Policy 2-009)
- Gifts and Expenditures FAQs
- Can I take a gift?
- Analysis of Gifts
- Analysis 2
- Analysis 3
- Form 3 Quarterly Gift Disclosure
- Form 10 Annual Disclosure of Gifts and Honorarium Related Expenses

State Regulations
- F.S. 1012.977: Disclosure of contracts that affect the integrity of state universities or entities; penalties.
- Florida Commission on Ethics Guide
- Code of Ethics for Public Officers and Employees
- F.S. 1004.085: Textbook and instructional materials affordability

University Regulations and Policies
- Additional Compensation for UCF Employees (UCF Regulation 3.0032)
- Assignment and Use of University Vehicles (UCF Regulation 4.031)
- Conduct and Conflicts of Interest, Faculty Senate
- Reporting Outside Activities, Financial Interests, and Potential Conflicts of Interest or Conflicts of Commitment in Research (UCF Policy 4-004.3)
- Conflict of Interest or Commitment: Outside Activity or Employment (UCF Regulation 3.018)
- Employment of Relatives (UCF Policy 3-008.2)
- Solicitation on Campus (UCF Regulation 4.0010)
- Textbook Adoption (UCF Regulation 2.032)
- Use of University Facilities, Definitions, Priority of Use, Restrictions on Use (UCF Regulation 4.029)

View UCF Employee Code of Conduct

The INTEGRITYLINE allows you to report ethical concerns without the fear of retaliation.

About the Office
Our Staff
Compliance
Ethics
Conflict of Interest
Privacy Compliance
Youth Protection Program
Resources
Training
Athletics Compliance
Enterprise Risk & Insurance Management
Environmental Health & Safety
Office of Institutional Equity
IntegrityLine
IntegrityStar
UCF Drug-Free Policy
UCF Policies
UCF Regulations
COI FORMS

Potential Outside Activity, Employment, and Conflict of Interest and Commitment Disclosure (AA21) is available at the Conflict of Interest & Commitment System in ARGIS. A direct link is also available in the annual disclosure request from the COI email.

View PDF Sample of AA-21 Online Form [REFERENCE ONLY]

- **Conflict of Interest Monitoring Plan/Exemption (Sponsored Programs)**
  If a conflict of interest has been determined by UCF, a Monitoring Plan is required. An Exemption may also be required. Click on the link above to access these forms for conflicts related to sponsored research.

- **Update to Conflict of Interest Monitoring Plan**
  The Update to COI Monitoring Plan is required when submitting an Annual Disclosure (Annual Update) to activity under a Monitoring Plan. This form may also be used when submitting an amendment to a monitored activity.

- **Exhibit A- Employee Disclosure Statement**
  If an investigator has an active Monitoring Plan and supervises employees or students, an Exhibit A- Employee Disclosure Statement is provided to his/her direct reports. This form is also attached to the Monitoring Plan and the Update to Conflict of Interest Monitoring Plan forms above.

- **Subrecipient Disclosure Form**
  Disclosure form completed by external subrecipient investigators.

Internet Explorer and Firefox are the preferred browsers to view the above forms. If using Chrome or Safari, right click on the form link and select "Save link as..." to download the form.
2021-2024 Collective Bargaining Agreement (CBA)

https://collectivebargaining.ucf.edu/
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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.

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 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 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 UFF at least 14 days in advance of its effective date so as to permit 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) 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, 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 UFF's request.

1.3 Board of Trustees Meetings -- Agenda.

(a) The University shall furnish to 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.

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 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

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 each semester in the academic year and once 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
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
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.

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.

(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.

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.

(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-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 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 grading policy. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every employee. Employees 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 what they say and do. Accordingly, they shall:

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

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

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

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

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

(h) Indicate when appropriate that one is not an institutional representative unless specifically authorized as such.
ARTICLE 6
NONDISCRIMINATION

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) 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.

(d) Investigation of Charges. Charges of discrimination, retaliation, or harassment, or any other violation of UCF Policy, Prohibition of Discrimination, Harassment and Related Interpersonal Violence, shall be investigated by the Office of Institutional Equity (“OIE”). Employees investigated under such procedures shall not be disciplined for such offenses until the investigation is complete and a finding of 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.
(e) 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.

6.2 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.

6.3 Grievance Procedures. 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.

(a) 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 a University web site:

1. the minutes of the meetings of the Board of Trustees;
2. University regulations published under the Administrative Procedure Act;
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 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 2014 would be available on or before March 1, 2015). 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, 2018, would reflect activities for Summer 2017, Fall 2017, and Spring 2018). 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 (c) shall be provided in electronic format.

(f) Not more than once per semester, 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 ranks, 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.

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 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) 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 this section;

(k) 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;

(l) The statement: A copy of the BOT/UFF Collective Bargaining Agreement may be found at http://www.collectivebargaining.ucf.edu/.”

8.4 Change in Appointment (Salary Admin Plan).

(a) An employee serving on a 12-month appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a 12-month appointment. The president’s representative shall carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.

(b) If a 12-month 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 12-month 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 12-month 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 12-month to an academic year appointment or by 133.3 percent when changing from an academic year to a 12-month appointment. For an employee whose appointment was previously changed from an academic year to 12-month appointment at a salary adjustment other than 133.3 percent or from a 12-month to academic year appointment at a salary 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 except under the following circumstances:

(1) When an employee holding one of these 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 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, 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) Terminal, non-tenure-earning multiyear appointments of two- to five-year duration may be offered. Such appointments shall not be provided to employees with the ranks of assistant professor, associate professor, or professor except under the circumstances 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.

(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, 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 classroom and budget availability. The criteria shall be made available in each department or unit.

(b) 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, 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 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 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 instructional duties (e.g. teaching an additional course, workshops, a continuing education class, etc.) in excess of a full appointment (1.0 FTE). Available overload compensation 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 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 daily allowance of $100 per day up to a total of $1,500 or $1,500.

(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.

(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.

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 consists 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 their supervisor.

(d) No employee’s assignment shall be imposed arbitrarily or unreasonably. If an employee believes that their instructional 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.

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

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, including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course(s) in the past, the average number of students enrolled in the course(s) in past semesters and the time required by the course(s), 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, the availability and adequacy of materials and equipment, clerical services, student assistants, and other support services needed to perform the assignments, and any changes that have been made in
the assignment, including those which may have resulted from previous evaluations of the employee;

(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, promotion, 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 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 to quantification. The University has the right, in making 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. 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 weeks in advance of its starting date, if practicable.

(b) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten 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 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 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 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 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 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 hours, unless the employee and the supervisor agree to a schedule with a shorter time off between days.

9.7 Workweek. Scheduled hours for all employees shall not normally exceed forty hours per week. Time shall be allowed within the normal working day for research, creative activities, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate adjustments in the timing and number of scheduled hours in recognition of evening, night, and weekend 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 Article 17, Leaves, regarding schedule adjustment for holiday assignment.

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

   (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 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.

9.9 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 fourteen 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, they 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 within 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.

9.10 Assignment Dispute Resolution Procedures.

(a) A Grievant who believes that their instructional assignment has been imposed arbitrarily or unreasonably shall, within thirty days after receipt of the assignment, file Part 1 of the ADR Form to the University’s representative
responsible for handling grievances. The University’s representative shall notify
the individual responsible for making the instructional assignment or that
individual’s representative within three 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’s arguments, and any relevant documentation
supporting their 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 University’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 days of receipt of Part 1 of the ADR Form, the individual
responsible for making the instructional assignment in question or their
representative shall schedule and hold a meeting to discuss the dispute.
Twenty-four hours after this conference, the individual responsible for making
the instructional assignment or their representative shall complete Part 1 of the
ADR Form and deliver it to the Grievant and/or Grievant’s representative, the
Dean or the Dean’s representative and the University’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 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
days after filing Part 2 of the ADR Form. At this meeting, the Grievant, the
Grievant’s representative, and the Dean or appropriate administrator shall
discuss the dispute and attempt to resolve it. Within twenty-four 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 University’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 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 University’s representative, indicating an intention to submit the dispute to a Mediator certified in Florida.

(f) Within seven days of receipt of Part 3 of the ADR Form and other documentation, the University’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. 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, who shall provide the University’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’s witness list shall be shared with everyone involved in the ADR within twenty-four hours of that change.

(g) Within seven days of receipt of all materials in (e) and (f) above, the University’s representative shall schedule a meeting with the Grievant and/or the Grievant’s representative for the purpose of selecting a Mediator 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 University's representative shall contact the selected Mediator no later than three days following the selection. Should the Mediator selected be unable to serve, the University's representative shall notify the Grievant and/or Grievant’s representative and contact an alternate Mediator within three days. If neither Mediator can serve, the University’s representative shall contact the Grievant and/or the Grievant’s representative within three days and schedule another selection meeting.

(i) Upon the agreement of the Mediator to participate, the University's representative shall provide the Mediator with the Grievant’s ADR File.
(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 University'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 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.
   (2) The Grievant’s representative shall be the sole representative for the Grievant, and the 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 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 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 University's representative in fashioning an appropriate remedy.

9.11 Mediator Panel.
   (a) The University’s representative and the UFF Grievance Representative shall meet within two weeks of the ratification of this Agreement for the purpose of selecting a Mediator Panel. The Panel shall consist of no fewer than five and no more than nine individuals.
(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.

9.12 Expenses. All fees and costs of the Mediator shall be borne equally by the parties.

ARTICLE 10
EMPLOYEE PERFORMANCE EVALUATIONS

10.1 Annual Evaluations.
(a) Policy. Performance evaluations are primarily intended to communicate to an employee 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 according to the University Criteria for Annual Performance Evaluations (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.

(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 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 department chair or unit head (or “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.

(4) Public service that extends professional or discipline-related contributions to the community; the 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) 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 (AESP). 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:

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

(2) be adaptable to various assigned duties;
(3) address, as appropriate, how various research/scholarship/creative activities are valued and the outlets in which employees might be 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 members including four unit employees (at least two must have tenure) elected by the employees in the unit, the department chair or unit head, and one representative appointed by the dean will develop or revise AESPs. If a department or unit has fewer than 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.

(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 a majority exists, the proposed AESPs shall be forwarded to the dean or the appropriate vice president.

(3) The proposed AESPs or revisions thereto shall be reviewed by the dean or vice president. If the dean/vice president determines the proposed AESPs do not meet 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 are acceptable, they shall be forwarded to the 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 university’s representative determines that the proposed AESPs or revisions thereto 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 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 university’s representative for consideration. The 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.

(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 university’s representative, the dean, or a majority of employees in the department or unit may initiate the review of 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 university’s representative and the employees of the department or unit are so informed in writing.

(g) Process for and Sources of Evaluation.
(1) Employee Annual Report. Every year, each employee shall submit to the department chair or unit head (or “evaluator”) a report of the employee’s performance in each area of assignment. This report shall be due to the evaluator on May 7 of each year. The evaluator, 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 (if different from the evaluator), 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 observations/visitations shall be completed during the evaluation period.

   a. Absent immediate concerns described below, the evaluator shall notify the employee at least two 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 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 weeks of the observation/visitation. If the observation/visitation involves a course that was assigned to the employee with less than six 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 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 by the start of the fall semester. Annual 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. 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 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.

(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) 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 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 three years of assigned duties to evaluate continued professional growth and development.

(b) Process.

(1) At the end of three years of tenured or post-promotion service, and each subsequent 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 and productivity during that period of interest. If the employee’s overall performance is deemed to be below satisfactory, 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 appropriate period. If the average value is less than 2.0, the employee’s performance shall be deemed below satisfactory.

(2) A performance improvement plan shall be developed by the department chair or unit head in consultation with the employee and aligned with the unit’s AESP and shall include specific measurable performance targets with target dates that must be completed in a period of two years. The performance improvement plan requires the approval of the dean and the 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. Adherence to the performance improvement plan, including its targets and target deadlines, shall be the governing criteria for performance improvement plan evaluations.

(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. 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 university’s representative have agreed.
ARTICLE 11
EVALUATION FILE

11.1 Policy. One evaluation file shall contain a dated copy of all documents used in the evaluation process, other than evaluations for tenure and/or promotion. Only documents contained in the evaluation file shall be used for evaluations and personnel decisions, other than for tenure and/or promotion. Such documents shall be placed in the evaluation file within a week 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, during 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 ensure its integrity and safekeeping. The employee may numerically paginate the physical materials in the file, and may attach a concise signed and dated statement in response to any item therein. An employee is entitled to one 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 and the time required to carry out the task. Only a person with written authorization from the employee may examine that employee's evaluation file, subject to the same access limitations 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. The University, UFF grievance representatives, the arbitrator, and the grievant shall have the right to use copies of materials from the employee’s evaluation file in grievance proceedings.

11.5 Anonymous Material. No anonymous material shall be in the evaluation file except 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 comments obtained in the same course must be included.

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

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 resolution of a grievance.

11.8 Limited Access Records. Pursuant to Florida Statute 1012.91, 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, 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 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, 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 Appointments: Employees in Administrative and Professional (A&P) E&G positions whose employment the University intends to terminate are entitled to written notice depending on their length of continuous University service, as follows, with:

(1) fewer than six months, two weeks;
(2) six months but fewer than two years, four weeks;
(3) two years but fewer than five years, twelve weeks;
(4) five years but fewer than ten years, sixteen weeks.
(5) ten or more years, twenty weeks.

(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 shall be provided with sixty days’ notice; employees with five or more years of continuous University service shall be provided with ninety days’ notice.

(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 three years of continuous University service, the remainder of a fall, spring, or summer term or twelve weeks, whichever is greater;

(2) For employees who have three or more years of continuous University service, notice will be given by September 30 if employment will not be renewed for the next academic year (e.g., notice given by September 30, 2022 means no appointment in the 2023-2024 academic year).

(d) An employee who is entitled to written notice of non-reappointment may make a written request for the basis for the decision not to reappoint within twenty days following receipt of such notice. Thereafter, the university’s representative shall provide such statement within twenty 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 calendar days of receipt of the statement of the basis for the decision not to reappoint, or receipt of the notice of non-reappointment if no statement is requested.

12.4 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, 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.

(c) The sole instance in which only one 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. 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 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.

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

(e) 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 permit, employees with three or more years of continuous UCF service should be provided at least two 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 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. 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 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.

(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.

(d) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, 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 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(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 employees and administrators, assesses the employee's potential for growth and scholarly contribution as well as past meritorious performance.

14.2 **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 2023 or Spring 2024 will receive their first cumulative progress evaluation in Spring 2025. 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. Furthermore, the appraisal should be based on information provided in the required documents based on any criteria developed by departments/units for the tenure process. 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) Employees eligible for promotion to Professor shall request a CPE and be similarly apprised of their progress toward promotion at least once prior to submitting their dossier.

14.4 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 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 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 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.

14.5 Procedures.

(a) The only documents which may be considered in making promotion recommendations are those contained or referenced in the promotion dossier. The provisions of the Evaluation File Article 11 shall apply to the contents of the promotion dossier. It shall be the responsibility of the employee to see that the dossier is complete. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion dossier and may include a brief response to any material therein. If any material is added to the dossier after the commencement of consideration, a copy shall be sent to the employee within five 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 days of his/her receipt of the added material.
The dossier shall not be forwarded until either the employee submits a response or until the second five day period expires, whichever occurs first. If a document that is not part of the promotion dossier 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) Applications 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.

14.6 Notice of Denial. If any employee is denied promotion, the employee shall be notified in writing by the appropriate administrative official, within ten days or as soon as possible thereafter, of that decision. Upon written request by an employee within twenty 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.

14.7 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.

ARTICLE 15

TENURE

15.1 Eligibility. Employees in tenure-track positions with the rank of Associate Professor and Professor shall be eligible to hold tenure. Tenure shall be in a department/unit. Tenure shall not extend to administrative appointments in the General Faculty or Administrative and Professional classification plans.
15.2 Tenure Decision.

(a) An 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.

(b) By the end of six 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 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 Board meeting closest to the end of the academic year after receiving university tenure recommendations. The employee shall be notified in writing by the president or representative within five days of the decision of the Board.

(d) An employee being considered for tenure prior to the sixth 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 department, college, and University.

(b) The department, college, and University shall make 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 2021 or Spring 2022 will receive their first cumulative progress evaluation in Spring 2023. 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 that were not resolved in previous discussions with an 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 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 years of tenure-earning credit as of the date on which the tenure criteria are adopted 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 days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly adopted criteria.

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 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 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 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 dossier after the commencement of consideration, a copy shall be sent to the employee within five 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 days of his/her receipt of the added material. The dossier shall not be forwarded until either the employee submits a response or until the second five -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 dossier. If a document that is not part of the tenure dossier is considered, then, prior to the committee’s decision, it shall be added to the tenure 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 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 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 **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.

16.3 **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 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.

16.5 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 University’s representative has reason to believe that suspension or termination should be imposed, the 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; university email, immediate return reply requested; or delivered in person with written documentation of receipt obtained. The employee shall be given ten days to respond in writing to University’s representative before the proposed action is taken. The University’s representative then may issue a notice of disciplinary action.

16.6 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 disciplinary notices shall be sent via certified mail, return receipt requested; university email, immediate return reply requested; or delivered in person to the employee with written documentation of receipt obtained.

16.7 Termination. A 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.
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, 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 **Leave.** There are various types of leave that the university offers. Employees are responsible for completing all necessary paperwork, informing their supervisors of their leave request, and meeting deadlines before and after the leave. An absence without approved leave or extension of leave shall subject the employee to the provisions of the Discipline Article 16. 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 (ADA), the provisions of ADA shall apply.
(a) Accrual During Leaves. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in sabbatical or professional development 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 their pay status. Employees who are on leave without pay will not accrue leave.

(b) Holidays.

(1) An employee shall be entitled to observe all UCF-designated holidays. No classes or examinations shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

(2) 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) Tenure Credit During Periods of Leave. Time spent on paid or unpaid leave for up to 160 hours in a semester shall be tenure-earning. A semester during which an employee 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 University’s representative in writing at the time such leave begins. Approved leaves where more than 160 hours in a semester are taken are automatically non-tenure-earning (mandatory tenure clock extension) unless the leave is granted to perform research/creative activity. An employee may make a written request to the university’s representative to modify their existing tenure credit using the tenure clock adjustment form provided by Academic Affairs.

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

(1) For a leave of one semester or more, an employee shall make a written request at least 120 days prior to the beginning of the proposed leave, if practicable.

(2) For an extension of a leave of one semester or more, an employee shall make a written request at least sixty days before the end of the leave, if practicable.
(3) The University shall approve or deny such request in writing no later than thirty days after receipt of the request.

(e) 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.

17.2 Sick Leave.

(a) Accrual of Sick Leave.

(1) A full-time employee shall accrue four hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of hours worked during a less-than-full-pay period, without limitation as to the total number of hours that may be accrued.

(2) A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

(b) Use of Sick Leave. It is the responsibility of the employee to report sick leave when any scheduled time/duty (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.

(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.

(2) Sick leave shall be authorized for the following:
   a. The employee's personal illness/injury, exposure to a contagious disease which would endanger others, or disability where the employee is unable to perform their assigned duties.
   b. The employee's personal appointments with a health care provider.
   c. The illness/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.

d. 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.

(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 work on such days. During any seven-day period, the maximum number of days of sick leave charged against any employee shall be five days, or 40 hours.

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

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

(c) Certification. If an employee's absence or request for absence exceeds four 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 university’s representative may place the employee on recovery leave under the conditions set forth in that Section.

(1) Return to work certification. If medical certification is required to return to work, that certification must be provided at least seven days before the date of return indicated on the medical leave paperwork. If the medical certification is not provided within seven days before their medical certification
expires, and no updates have been provided, the employee will be considered to have abandoned their position.

(2) Notwithstanding paragraph (1) above, if the employee’s failure to provide an update is for a reason beyond the control of the employee and the employee or 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.

(d) Payment for Unused Sick Leave.

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

(2) An eligible employee who has been continuously employed in a non-OPS position has completed ten or more years of 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 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 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-fourth of all unused sick leave accrued provided that one-fourth of the unused sick leave does not exceed 480 hours.

(3) All payments to eligible employees 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.

(4) 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.

(5) 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.
17.3 Job-Related Illness/injury.

(a) 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 days immediately following the illness/injury, or for a maximum of forty work hours if taken intermittently without being required to use accrued sick or annual leave.

(b) 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 the Article above:

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

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, or the employee elects not to use accrued leave.

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

(d) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the University's representative 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:

1. offer the employee part-time employment;
2. place the employee on leave without pay status or extend such status;
3. request the employee's resignation; or
4. release the employee from employment, notwithstanding any other provisions of this Agreement.
17.4 Annual Leave.

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

(1) Full-time employees appointed for more than nine months shall accrue annual leave at the rate of 6.77 hours biweekly 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 sick leave on an hour-for-hour basis in the pay period containing, or immediately following, January 1 of each year.

(2) Part-time employees appointed for more than nine months shall accrue annual leave at a rate directly proportionate to the FTE while under contract.

(b) Use and Transfer of Annual Leave.

(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. 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.

(c) Payment for Unused Annual Leave.

(1) Prior to termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, the university’s representative shall determine whether the employee 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. Payment of the accrued annual leave shall be at the employee’s last rate of pay under which they were paid in the annual leave accruing position. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited.

(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.
17.5 **Family and Medical Leave Act (FMLA) Entitlements.** The Family and Medical Leave Act of 1993 (“FMLA”) ([https://www.dol.gov/](https://www.dol.gov/)) is the common name for the federal law providing eligible employees an entitlement of up to twelve workweeks (i.e., 480 hours) of continuous leave or up to 480 hours of 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 at their discretion during any qualifying family or medical leave. Employees are entitled to use FMLA in accordance with law and University policy. 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.

17.6 **Modified Instructional Duties (MID) in case of birth or adoption.** Employees who elect the MID are ineligible for Paid Parental Leave for the same birth or adoption event. If the employee normally has an instructional assignment, then, after consultation with the employee, the supervisor shall determine that the:

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

(b) employee’s work schedule may be altered.

Once a 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.

17.7 **Parental Leave Options.** 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. 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).

(1) Eligibility. An employee must be employed 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 adequate funds are available.

(2) Paid Parental Leave Request. Participation in paid parental leave is contingent upon execution of a signed agreement. An employee 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 university’s representative. Paid parental leave is separate from, but may run concurrent with, medical or FMLA leave.

(3) Commitment to Return. The employee must agree in writing to return to University employment for at least one academic year (i.e., consecutive fall and spring (or spring and fall) semesters) 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 example, two academic years.

(4) Repayment and Reimbursement. Repayment of salary, retirement, 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. 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.

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

(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) An employee who is ineligible or chooses not to use modified instructional duties (MID) or paid parental leave, the employee may request and shall be granted an unpaid parental leave not to exceed six months.

(2) Employees on unpaid parental leave may use up to six weeks of accrued 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.

(3) 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 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.

17.8 Leave Without Pay.

(a) Granting. If a leave is in the best interests of the university, the university’s representative has the ability to grant an employee’s request for a leave without pay for a period not to exceed one year. Such leave may be extended upon mutual agreement. Employees on leave without pay must update their conflict of 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. Such leave will not affect eligibility to participate in any special salary incentive programs such as the Research Incentive Award.

(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 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. Under such circumstances, the employee must use a minimum of ten accrued leave hours per week.

b. Normally use of accrued leave during a period of leave without pay for parental or medical reasons shall be approved for up to six 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 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.

17.9  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 require the employee to request annual leave, or, in the case of a non-annual leave accruing employee, they may request a modified work schedule.

(3) If an employee is required, as a direct result of 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 by the employee for such appearance.
(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must 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 forty hours in any one 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 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.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty 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 this Article, or the employer exercises its option to supplement the employee's military pay. Leave payment for the first thirty 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 this Article.

(c) Leave Pending Investigation. When the University’s representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the 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 university’s representative providing the employee with a written notice. 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 the following other leaves not affecting their accrued leave balances:

(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 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 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 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 calendar days in any calendar year.

(e) Official University Closings. The 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/duties (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.

17.10 Recovery Leave.

The purpose of recovery leave is to provide employees with serious medical conditions and/or disabilities the opportunity to dedicate themselves to recovery and/or healing with the hope of returning the employees to a productive status. Eligible employees are those who, due to a serious medical condition or disability, are unable to perform the essential functions of their job either with or without a reasonable accommodation. Recovery leave should not be used in lieu of a reasonable accommodation if one is available. This section of the Agreement outlines the process used to determine an employee’s fitness for duty and/or their prognosis for returning fit for duty. Employees who experience serious medical conditions and/or disabilities are encouraged to contact Human Resources with questions about benefits, including disability insurance, and other options, and to contact the Office of Institutional Equity with questions about potential accommodations.

(a) Placing Employee on Recovery Leave.

(1) Employee-Initiated: If a health care provider certifies that an employee will not be able to perform the essential functions of his or her job either with or without reasonable accommodations due to a serious medical
condition or disability for three months or longer, the employee may request to be placed on recovery leave.

(2) Employer-Initiated: If an employee’s immediate supervisor and his or her dean/vice-president reasonably believe that (i) the employee is unable to perform the essential functions of his or her job either with or without reasonable accommodation due to a serious medical condition or disability, or (ii) the employee poses a direct threat to his or her own safety or the safety of others, the university representative may place the employee on paid administrative leave during which time the employee is obligated to seek an appointment as described below. The employee would then be required to submit to a fitness for duty examination, the results of which shall be released to the University, by a health care provider chosen through its EAP provider 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.

a. If the University agrees to accept the employee's choice of a health care provider the University may not then require another University-paid fitness for duty examination for at least six months.

b. It is the responsibility of the employee to notify the University in a timely manner of any delay in scheduling or completing the required fitness for duty examination. If the employee does not make arrangements for a fitness for duty examination during their period of paid administrative leave, the employee shall be terminated at the end of the paid administrative leave.

c. Prior to the fitness for duty examination, the health care provider shall be provided by the University a description of the essential functions of the employee’s job and information from the appropriate AESP about what would constitute satisfactory performance by the employee.

d. Before the employee is seen by the medical health professional, the University must provide a written statement for the health care provider of its objective justifiable suspicion based on specific facts or circumstances that an employee is reasonably unable to perform the essential functions of his/her job as a result of a serious medical condition or disability.

e. If the fitness for duty examination establishes that the employee is unable to perform the essential functions of his or her job, the
university representative shall place the employee on recovery leave. Otherwise, the employee’s paid administrative leave shall end, and the employee shall return to their assigned duties to the extent practical.

(b) Conditions of Recovery Leave.

(1) Written notification to the employee placing the employee on recovery leave shall include the duration of the recovery 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.

(2) The recovery leave period may be leave with pay or leave without pay. If the recovery leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with this Article.

(3) If the employee fulfills the terms and conditions of the recovery leave and receives a current medical certification that the employee is able to perform the essential functions of his or her job at least eight weeks before the recovery leave expires, the university’s representative shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(c) Duration of Recovery Leave. Recovery leave, with or without pay, shall be for a period not to exceed the duration of healing from the serious medical condition or disability, or one year, whichever is less.

(d) Failure to Complete Conditions of Recovery Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a recovery leave and/or is unable to return to work and perform the essential functions of his or her job at the end of a leave period, the university representative may advise the employee, as appropriate, to contact HR Benefits about the Florida Retirement System's disability provisions and application process and release the employee from employment, notwithstanding any other provisions of this Agreement. The employee may also choose to resign at any point during the recovery leave process.
ARTICLE 18
INVENTIONS AND WORKS

18.1 University Authority and Responsibilities. The University is authorized to establish regulations and procedures regarding 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 this Article:

(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, and/or dramatic), motion pictures, multimedia works, web pages, sound recordings, choreographic works, and pictorial or graphic illustrations or displays, and any creative expression of a Trademark used in connection with these items.

(b) An "Invention" means any discovery; process; composition of matter; article of manufacture; know-how; design; model; computer software or database; technological development; biological material, strain, variety, or culture of any organism; or portion, modification, translation, or extension of these items which is or may be patentable or otherwise protected under Title 35 of the United States Code; or any Trademark, and/or any directly related know-how used in connection with these items.

(c) “Online Course” means a course that requires student access to an University online learning environment, and includes but is not limited to, courses taught under World Wide Web (“W”), Mixed Mode/Reduced Seat Time (“M”), Video Streaming (“V”) Video Streaming/Reduced Seat Time (“RV”) and Active Learning/Reduced Seat Time (“RA”) course modalities.

(d) "University Support" means (1) the appreciable use of University resources, such as funds, personnel, facilities, equipment, materials, technological information, or students, (2) course release, and/or (3) support
provided by other public or private organizations when it is arranged, administered, or controlled by the University or a University direct support organization. For a use of University resources to be appreciable, it must go beyond the resources commonly or routinely provided or made available to similarly situated employees for the performance of their assignment. For example, the routine use of resources such as the libraries; one’s office, office computer and other University computer facilities; and office supplies, is not considered appreciable University Support.

18.3 Works.

(a) Independent Creative Efforts. A Work made in the course of Independent Creative Efforts is the property of the creating employee(s), who each have the right to determine the disposition of such Work and the revenue derived from it, in accordance with U.S. copyright law. If requested, 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 University Support; and
(3) the University is not responsible for any opinions expressed in the Work.

(b) University-Supported Efforts. A Work not made in the course of Independent Creative Efforts is the property of the University and is hereby assigned to the University by the employee(s), and the creating employee(s) shall share in any proceeds therefrom.

(1) Notwithstanding the above,
   (a) the University shall not assert ownership rights to Works for which the intended purpose is to disseminate the results of academic research, scholarly study, and/or creative efforts.
   (b) the University shall not assert ownership rights to Works developed without appreciable University support and used solely for the purpose of assisting or enhancing the employee’s instructional assignment. Examples include case studies, textbooks, laboratory manuals and class notes produced in connection with regular scheduled courses of instruction, regardless of the modality.
(c) Instructional material developed or substantially revised for an Online Course without University Support and without the use of UCF online instructional design services shall be the property of the creating employee(s) and is hereby assigned to the creating employee(s) by the University, subject to the retained rights set forth in Section 18.3(b)(1)(d)(i) through (d)(iii).

(d) Instructional material developed or substantially revised for an Online Course with the use of UCF online instructional design services shall be the property of the creating employee(s) and is hereby assigned to the creating employee(s) by the University, subject to a retained right by the University to continued internal use of the Online Course, including the instructional material, for instructional purposes, and subject to the retained rights set forth in Section 18.3(b)(1)(d)(i) through (d)(iii). Unless employee agrees otherwise in writing as long as they are employed by the University, such employee shall have the exclusive right to revise the Online Course, provided that the University shall not be obligated to provide further resources for such revisions unless they are requested by the University or agreed upon jointly by the University and the employee.

(i) If an employee who develops or substantially revises an Online Course ceases to be employed by the University, the University shall possess and expressly retains the right to continued internal use of such Online Course, including the right to revise, reproduce, or make derivative works, of the instructional materials for instructional purposes for no more than the five (5) full academic years following the employee’s separation from the University. The owner (creator) may continue to make personal and professional use of the instructional material, at no cost to and with no obligation by the University after termination of their employment, subject to any third-party obligations.

(ii) If an employee who develops or substantially revises an Online Course is unexpectedly unable to complete the employee’s instructional assignment as to such Online Course, the University shall possess and expressly retains the right to internal use of such Online Course, including the right to revise, reproduce, or make derivative works, of the instructional materials for instructional purposes and to the extent necessary to ensure successful completion of the instructional assignment.
(iii) In any Online Course where the University exercises its rights to internal use of instructional materials for instructional purposes, acknowledgement and attribution of the creator(s) will be included.

(c) Disclosure/University Review.

(1) Upon the creation of a Work and prior to any publication, the employee shall disclose to the University’s representative any Work that was not made in the course of Independent Creative Effort, together with an outline of the project and the conditions under which it was done.

(2) The University’s representative shall assess the relative equities of the employee and the University in the Work.

(3) Within ninety days after such disclosure, the University’s representative will inform the employee whether the University seeks an interest in the Work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and/or the allocation of proceeds resulting from such Work shall be made in accordance with the University’s policy on copyrights and 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 terms or commitments to outside sponsoring contractors or agencies.

(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. 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. Employees will execute any and all necessary documents to affirm, publicly formalize, and record the transfer of all rights to the University or to University of Central Florida Research Foundation.
(d) Outside Activity. An employee may, in accordance with the Conflict of Interest or Commitment and Outside Activity Article, engage in outside activity, including employment pursuant to a consulting agreement. An employee who proposes to engage in such outside activity shall furnish a copy of the instant Article and the University’s Copyrights and Works Regulation to the outside employer/party prior to the time a consulting or other agreement is signed or, if there is no written agreement, before the employment/activity at the outside employer/party begins.

(e) Transfer of copyright to the employee. When copyright is owned by the University in accordance with the provisions of this Article, the originating employee of the Work may request of the Vice President of Research that ownership be transferred to the employee. Such request shall be granted if it does not:

1. violate any legal obligations of or to the University;
2. limit appropriate uses of the Work by the University;
3. create a conflict of interest for the employee; and
4. otherwise conflict with specific goals of the University.

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 appreciable 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 University’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 (also University-Supported Efforts) 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 generally retains royalty-free license rights to use the Invention or discovery for its own purposes.

(d) Outside Activity. An employee may, in accordance with the Conflict of Interest or Commitment and Outside Activity Article, 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. However, any requirement that the employee waive the University’s rights to any Inventions which arise during the course of such activity must be approved in writing by the University’s representative. Employees who propose to engage in such Outside Activity shall furnish a copy of Article 18 and the University’s Patent, Trademarks, and Trade Secrets Regulation to the outside employer/party prior to the time an agreement is signed or, if there is no written agreement, before the Outside Activity/employment begins. Employees are not authorized and do not possess necessary ownership to waive University rights, and any such waiver is deemed void unless specifically authorized by the Vice President of Research or designee.

(1) Undisclosed Outside Activity is considered unauthorized.
   a. Any Invention arising from undisclosed Outside Activity must be disclosed to the Vice President of Research (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 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, subject to third party rights, if any. However, the employee and the Vice President of Research 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 and any applicable University policies or procedures, including applicable UCFRF Guidelines and Procedures for Distribution of Funds or in such other manner as the employee and the Vice President of Research may agree.

(e) Disclosure/University Review. Employees are required to disclose all Inventions resulting from University-Supported Efforts and all Inventions resulting from any Outside Activity within the field or discipline (field) 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 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 ninety 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. 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 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 shall inform the employee of the University's decision regarding the University's interest in the Invention within a reasonable time, not to exceed ninety 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.

(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 terms or commitments to outside sponsoring contractors.

(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 ninety 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 University’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, subject to third party rights, if applicable. After ownership transfer to an 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 University’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. See Business Manual, Ch. III(A), at www.research.ucf.edu/ResearchFoundation/FoundationTools.html

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

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 policies and 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:
        (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. Unmitigated 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.

    (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 the details of such proposed activity or financial interest 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.

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

(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.

(e) 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 filing a grievance 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 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 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 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 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
been filed alleging that one or more violations of the Agreement have occurred at the dean’s or 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 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 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, email, or any other recognized means of delivery. Emails received after 5pm Eastern time will be deemed to have arrived the next business day.

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

20.4 Burden of Proof. For each violation alleged in a grievance filing except an alleged violation of Article 16, the duty of proving or disproving the fact or facts in dispute between the parties at the grievance proceeding(s) shall be on the employee. For disciplinary 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 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 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.

(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 on the appropriate form in the appendices within thirty 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 or timestamp. 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. 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 days, during which 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 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 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 the Article regarding Conflict of Interest/Commitment, the postponement period shall be no more than seven days unless the employee and the university agree otherwise.

(d) Step 1.

(1) Meeting. The University’s representative and the grievant and the grievance representative shall meet no sooner than seven and no later than fifteen days following receipt of:
   a. the grievance if no postponement is requested, or
   b. written notice to proceed with the Step 1 meeting.
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), and the University’s representative, shall discuss the grievance.

(2) Decision. The University's representative shall issue a written summary of the meeting and their conclusion(s), stating the reasons therefore,
to grievant’s Step 1 representative within thirty 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 written summary 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 written summary prior to its issuance. All documents referred to in the written summary and any additional documents presented by the grievant shall be attached to the written summary, 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 written summary by the University’s representative. The grievant must make this request within thirty 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, by 5pm Eastern time, the date of receipt via email, or by the date of mailing as determined by the postmark or timestamp.

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 University’s representative and the grievant and the grievant’s representative shall meet no sooner than seven and no later than fifteen days following receipt of:

a. the grievance if no postponement is requested or
b. 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) and the University’s representative shall discuss the grievance.

(3) Decision. The University’s representative shall issue a written decision, stating the reasons therefore, to the grievant and grievant's Step 2 representative within thirty 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 or timestamp. 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 by submitting Appendix E with Academic Affairs within thirty 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, 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 or timestamp. The grievance may be withdrawn at any time by the grievant or by the statewide UFF President, 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. Within ninety days after the execution of this Agreement, the parties shall review the existing Arbitration Pane list. If either party wishes to make changes to the panel, or if an arbitrator needs to be added because of a vacancy, representatives of the University and the UFF shall meet to make changes or additions to that list in order to maintain an Arbitration Panel of no fewer than nine members. Within fourteen 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. The arbitration shall be held within sixty 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 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 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).

(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 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 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.

(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 days prior to the date the grievance was initially filed in accordance with this Article.

20.9 Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail, email, or any other recognized delivery service. 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, or via email. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in 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 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 University’s representative may refuse consideration of a grievance not filed or processed in accordance with this Article. The UFF retains the ability to challenge the refusal of a grievance through an arbitrability hearing.

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

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, workshops and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, workshops 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 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 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 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.

> 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 250 copies of the ratified Agreement and shall provide a link to the document to each existing employee. In addition, the University shall 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 Type I sabbatical, either at full pay for one semester [Type IA] or one at three-fourths pay for one academic year [Type IB], for each twenty 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 Type I sabbatical available. A college with 30 tenured or tenure-earning employees shall make two Type I sabbaticals available.) Colleges with fewer than twenty tenured and tenure-earning employees shall make available at least one such sabbatical every other year.

(2) Type II Sabbaticals: Each college shall make a Type II sabbatical available to each employee whose application has been ranked/recommended by the college committee but was not awarded a Type I sabbatical. This Type II sabbatical is a sabbatical for up to two semesters (i.e., up to one academic year) at half pay, subject to the conditions of this Article, and granted by the dean.

(c) Sabbatical Eligibility.
(1) Full-time tenured employees with at least five academic years of full-time continuous service at UCF shall be eligible to apply for a sabbatical that would take place in the following academic year. (For example, a full-time tenured employee who starts their employment at UCF at the beginning of the 2021-22 academic year, and is continuously employed, may submit a sabbatical application during the 2026-27 academic year for a sabbatical that would take place in the 2027-28 academic year).

(2) Applicants for sabbaticals must be tenured at the time their applications are submitted. (For example, a full-time tenure-earning employee who starts their employment at UCF at the beginning of the 2021-22 academic year may be tenured at the start of the 2027-28 academic year and submit a sabbatical application in 2027-28. Their sabbatical would take place in the 2028-29 academic year.)

(3) Employees must work at least five full academic years (i.e., a fall semester followed by a spring semester) or the equivalent before they are eligible to submit a sabbatical application.
(4) Full-time employees shall be eligible to apply for their next sabbatical during the fifth year of continuous service at UCF after the end of the academic year during which the previous sabbatical, professional development leave, or administrative professional development leave was taken. (For example, a tenured employee who takes a sabbatical in the 2023-24 academic year and is continuously employed may submit another sabbatical application in the 2029-30 academic year for a sabbatical that would take place in the 2030-31 academic year.)

(5) No paid or unpaid family and medical, parental, administrative, military, or other authorized leave(s) shall be considered a break in continuous employment.

(6) Employees shall be notified annually regarding eligibility requirements and application deadlines.

(d) Application and Selection.

(1) Applications for sabbaticals shall be submitted in accordance with college deadlines.

(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.

(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. Only those applications that are deemed worthy of a sabbatical shall be ranked and
submitted to the dean or dean’s representative. In ranking the 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.

(8) Absent a legitimate business reason other than staffing or fiscal considerations, the dean or dean’s representative shall make sabbatical appointments from the ranked 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, they 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 postponement of a sabbatical by the university does not result in any postponement of a subsequent sabbatical application by the employee.

(9) 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.

(e) Terms of Sabbatical Program.

(1) The employee must return to the University for at least one academic year following participation in the program. If the employee fails to return to the University for at least two consecutive semesters, fall and spring, in the year following participation in the program, all salary and fringe benefits received during his/her 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) If there are circumstances that arise where the employee wishes or needs to request to change the terms of the sabbatical from what was
proposed, any revisions to the proposal must be documented in writing and submitted to the employee’s supervisor as soon as practicable. The supervisor and dean must approve the revised sabbatical proposal before the work may proceed.

(3) Within thirty 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.

(4) An annual evaluation shall be conducted for each employee whose assignment included a sabbatical. The overall evaluation shall be weighted between time on sabbatical and time on regular duties. Their time on sabbatical shall be evaluated based on their accomplishments made in light of their sabbatical proposal and ensuing circumstances. Their time on regular duties, if any, shall be evaluated based on the department or unit’s Annual Evaluation Standards & Procedures.

(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 leave on a full-time basis.

(8) While on leave, an employee must disclose and 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 the Conflict of Interest or Commitment/Outside Activity Article.

22.2 Professional Development Leave (PDL).

(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. Leaves are not a reward for service longevity.

(b) Professional Development Leave Availability. Each year, the University will make available at least one professional development leave either at full pay for one semester or term or at three-fourths pay for one academic year, for each thirty employees who are not tenured or tenure-earning, subject to the conditions set forth below.

(c) Eligibility for Professional Development Leave. Tenure-earning faculty are not eligible to apply for PDLs. Tenured employees should apply for sabbaticals in accordance with Section 22.1 of this agreement. Only 12-month employees may apply for a leave during the summer term.

(1) Non-tenured, non-tenure-earning employees who have completed five or more academic years of full-time, continuous non-OPS service with UCF shall be eligible to apply for professional development leaves.

(a) First-time applicants. Employees must work at least five full academic years (i.e., a fall semester followed by a spring semester) or the equivalent before they are eligible to submit a PDL application.

(b) Full-time non-tenured, non-tenure earning employees shall be eligible to apply for their next PDL during the fifth year of continuous service at UCF after the end of the academic year during which the previous PDL was taken. As an example, an employee whose PDL ended either August 7, 2024, December 22, 2024, or May 7, 2025 would be eligible to apply during the 2030-2031 PDL application period for a PDL to take place in the 2031-2032 academic year.

(2) No paid or unpaid family and medical, parental, administrative, military, or other authorized leave(s) 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.

(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. PDL proposals must articulate how the planned activity relates to and serves the mission and goals for the department/unit and college.

(3) The employee’s immediate supervisor and their dean, director, or unit head shall be given a copy of the application by the applicant when it is submitted for review by the University Professional Development Leaves committee.

(4) A University Professional Development Leaves committee of at least five members shall be elected by and from the employees eligible for professional development leave.

(5) Employees who indicate they plan to apply for the PDL 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 only recommended employees to the University’s representative.

a. Only those applications that are deemed worthy of a PDL shall be ranked and submitted to the University’s representative.

b. 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.

(8) Absent a legitimate business reason other than staffing or fiscal considerations, the University’s representative shall make professional development leave appointments from the ranked list and consult with the committee prior to an appointment that does not follow the committee’s list. In the event that the University’s representative decides not to offer a professional development leave appointment to an employee on the list, he or she shall consult with the affected employee.

(9) No more than one employee for each fifteen employees in each department, college, or unit need be granted professional development leave for the same semester.

(10) 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 postponement of a PDL by the university does not result in any postponement of a subsequent PDL application by the employee.

(e) Terms of Professional Development Leave.

(1) The employee must return to University employment for at least one academic year following participation in that program. If the employee fails to return to the University for at least two consecutive semesters, fall and spring, in the year following participation in the program, all salary and fringe benefits received during his/her 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 PDL for ten years.

(2) If there are circumstances that arise where the employee wishes or needs to request to change the terms of the PDL from what was proposed, any revisions to the proposal must be documented in writing and submitted to the
employee’s supervisor as soon as practicable. The supervisor and dean must approve the revised PDL proposal before the work may proceed.

(3) An employee who fails to spend the time as stated in the application or revision as approved by the supervisor and dean 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 days after the end of the semester or term following the conclusion of the PDL, 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) An annual evaluation shall be conducted for each employee whose assignment included a PDL. The overall evaluation shall be weighted between time on PDL and time on regular duties. Their time on PDL shall be evaluated based on their accomplishments made in light of their PDL proposal and ensuing circumstances. Their time on regular duties, if any, shall be evaluated based on the department or unit’s Annual Evaluation Standards & Procedures.

(6) 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.

(7) University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the professional development leave.

(8) Eligible employees on a professional development leave shall continue to accrue leave on a full-time basis.

(9) While on leave, an employee must disclose and 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 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 credits of course work per semester during work, provided that the:
      (1) course work is directly related to the employee’s professional responsibilities;
      (2) supervisor determines that the absence will not interfere with the proper operation of the work unit;
      (3) 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) 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.
   
   (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, have received notice of layoff, or in other appropriate circumstances.

ARTICLE 23
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 following ranks: Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in ______, Associate Instructional Designer, and Associate University Librarian.
(b) 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: Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, University Librarian, and Senior Instructional Designer.

23.2 Legislatively Mandated Increases. Any legislatively mandated increases shall be implemented as soon as practicable.

23.3 Other Increases.

(a) Across-the Board Salary Increases.

(1) Effective April 15, 2022 for the 2021-2022 year, (distributed on pay date May 6, 2022) each eligible Education and General (E&G) employee whose salary is at least $48,500 shall receive a 2.5% increase to the employee’s base salary. This increase will be calculated using the employee’s salary as of April 14, 2022. An employee shall be eligible if the employee’s most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an in-unit employment relationship (not OPS) with the University prior to May 7, 2021; and the employee remains in a continual in-unit employment relationship at the date of implementation. Employees employed in 2020-2021 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.

(2) Effective April 15, 2022 for the 2021-2022 (distributed on pay date May 6, 2022) year, each eligible Education and General (E&G) employee whose salary is less than $48,500 shall receive a 3.5% increase to the employee’s base salary. This increase will be calculated using the employee’s salary as of April 14, 2022. An employee shall be eligible if the employee’s most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an in-unit employment relationship (not OPS) with the University prior to May 7, 2021; and the employee remains in a continual in-unit employment relationship at the date of implementation. Employees employed in 2020-2021 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 for 2021-2022. Effective April 15, 2022 (distributed on pay date May 6, 2022), the University shall provide a one-time payment of
$2,500 to each Educational and General (E&G) funded employee who was in a continual, non-OPS employment relationship with the University on May 7, 2021, whose 2020-2021 annual evaluation, if provided, was Satisfactory or above, and who remains employed by the University in an in-unit position at the date of implementation. Those employed on or after May 8, 2020 who did not receive an annual evaluation for 2020-2021 will be assigned a Satisfactory rating for the purposes of this payment. If an employee’s position is less than 1.0 FTE, the payment shall be prorated.

(c) Merit Salary Increases. No merit salary increases will be distributed this cycle.

23.4 Salary Increases for Employees Funded by Contracts and Grants or Auxiliary Accounts.

(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 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.

(c) Employees funded by auxiliary accounts shall receive salary increases equivalent to similar employees on E&G funding, provided that adequate funds are available in the appropriate auxiliary account.

23.5 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 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 in higher education (i.e., at the university level). SoTL goes beyond teaching based on evidence for specific teaching and learning practices. While the implementation of SoTL outcomes may result in teaching excellence and increased teaching effectiveness, this award recognizes scholarly efforts beyond teaching excellence. The University shall make available up to five SoTL awards.
(d) Applications for Incentive Awards. Applications shall be completed online. These awards shall be made according to the criteria or procedures listed on the Faculty Excellence website.

(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 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 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.

   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.
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 few or dispersed rankings.

d. Following this discussion, the committee shall use a secret ballot to rank candidates using the procedure outlined in (a) above.

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 rank (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 rank the next highest priority, and so on, until all applicants who received rankings by a majority of committee members present are ranked in order.

g. In the case of $T$ applicants with tied mean rank for the final $T-1$ or fewer available award(s), the procedure outlined in (a) above, with $T$ being the highest possible rank, shall be used to break the ties. The ranking process outlined in (a) above shall be 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.

23.6 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 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 appointment.
2. Each academic year, the University may award 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 as well as a Pegasus statue.
2. Each academic year, the University may award Pegasus Professor awards.
3. The eligibility criteria 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. 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, 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. For some Excellence 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, one University Award for Excellence in Faculty Academic Advising, Excellence in Research awards, one University Distinguished Research award, one University Award for Excellence in Professional Service, one Excellence in Librarianship award, and one Excellence in Instructional Design award.

(1) Excellence in Undergraduate Teaching awards.
   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 evaluating 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.
   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
   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.
   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 Awards 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.

(6) 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.

(7) 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.

(8) Recommendations for these awards are made by various committees and are ultimately determined by the President or designee.

23.7 Administrative Discretion Increases. From the date of ratification of this document, through August 31, 2024, 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, 2021. 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 be subject to the one and one-half percent (1.5%) salary rate limitation.

(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, 2024, 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 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 appointments shall be calculated by dividing the salary rate by 26.1 pay periods.

23.14 Compensation. UCF will comply with all applicable Federal and State labor and employment laws.

ARTICLE 24

BENEFITS

24.1 Benefits. 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 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 that exists at the time leave is granted. Employees who plan to take a leave of absence should contact the Human Resources office for complete information prior to taking the leave.

24.4 Benefits for Retirees.

(a) Employees who retire 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);
(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 6 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.
24.5 Retirement 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. Refer to www.myfrs.com for details.

24.6 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 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 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; 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.
24.7 **Employee Assistance Programs.** Information about the University’s Employee Assistance program may be found on the UCF Human Resources Website.

24.8 **Pre-tax Benefits Program.** To the extent permissible by federal or state law the University shall continue to provide pre-tax programs for employees.

24.9 **Transition-to-Retirement Program.** The UCF Transition-to-Retirement Program (T2RP) allows eligible employees to request a planned transition to retirement by reducing their 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 twelve-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 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 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. All such programs and deductions 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 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. The Board and the UFF hereby agree to 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 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.

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
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. 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 UFF. Further, if the University revises the specifications of an existing class so that its
bargaining unit designation is changed, it shall notify UFF of such new designation. Within ten (10) days following such notification, UFF may request a meeting with the president or president’s representative for the purpose of discussing the designation. If, following such discussion, 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.

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 request of either party, such invalidated provision shall be reopened for negotiations 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, 2024.

(b) Renegotiations for the agreement term September 1, 2022 through August 31, 2023 shall begin no later than September 30, 2022, and shall include Article 23, Salaries, and Article 22, Sabbaticals and Professional Development Programs.

(c) Renegotiations for the agreement term September 1, 2023 through August 31, 2024 shall begin no later than September 29, 2023 and shall include Article 23, Salaries and shall also include Article 16, Letters of Counsel, Disciplinary Action, and Job Abandonment.

(d) Renegotiations for a successor agreement (2024-2027) shall begin no later than November 10, 2023.

(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 of the Board and the UFF. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this 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. The Board and UFF further acknowledge 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, agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter covered by this Agreement. Nothing in this section shall be construed as a waiver of the UFF’s right to bargain the impacts of decisions made by the University within the scope of its management rights on the wages, hours, or terms and conditions of employment of any bargaining unit member.

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

Terms used in this Agreement are defined as:

academic year - a period consisting of a fall and spring semester of approximately 39 contiguous weeks.

bargaining unit - 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 - 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 - those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.

college/unit - a college or a comparable administrative unit generally equivalent in size and character to a college.

continuous service - Non-OPS employment uninterrupted by a break in service. For academic year employees (nine-month employees), one year of continuous service is equivalent to the nine-month employment period.

days - calendar days.

department/unit - a department or a comparable administrative unit generally equivalent in size and character to a department.

employee - a member of the bargaining unit.

equitable - fair and reasonable under the circumstances.

Florida Board of Governors - 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 - 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 - 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 appropriate professional experience.
Lecturer - 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 - calendar months.

multi-year appointment – a non-renewable appointment made for a period of two-to-five academic or calendar years. (exception: Members of the National Academies)

Non-Instructional - Non-Instructional employees do not teach courses that generate SCHs.

number- The singular includes the plural.

principal place of employment - the campus location or other university site specified on the employee's standard employment contract.

semester - one of the two approximately 19.5 week periods which together constitute the academic year.

State University System - the public universities of the State of Florida.

supervisor - an individual identified by the University representative as having immediate administrative authority over bargaining unit employees.

UFF - The UCF chapter of the United Faculty of Florida. Notification of the UFF Chapter means notification of the President of the UFF Chapter or designated representative.

University or University or representative or UCF - the University of Central Florida Board of Trustees, the body established by Florida Statutes, 2004, Chapter 1001, acting through the President and its staff.

year - a period of 365 consecutive days.
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.
APPENDIX B

(Reserved, intentionally blank)
APPENDIX C

University of Central Florida Board of Trustees/United Faculty of Florida

GRIEVANCE FORM – STEP 1
(Deliver to Academic Affairs – Millican Hall 331 or email to CCAS@ucf.edu)

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 CCAS as soon as possible;
_____ other (please specify:________________________________).

GRIEVANT

Name:___________________
Mailing address:
_________________________________
_________________________________
_________________________________

email:____________________
College & Department:
_________________________________

Phone:____________________

GRIEVANCE REPRESENTATIVE
(if elected by grievant as per Section III)

Name:___________________
Mailing address:
_________________________________
_________________________________
_________________________________

email:____________________
College & Department:
_________________________________

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). 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 (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, via email, 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.
University of Central Florida Board of Trustees/United Faculty of Florida

GRIEVANCE FORM – STEP 2
(Deliver to Academic Affairs – Millican Hall 331 or email to CCAS@ucf.edu)

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 CCAS as soon as possible;
_____ other (please specify:_________________________________).

GRIEVANT

Name: _______________________
Mailing address:
_____________________________
_____________________________

_____________________________

e-mail:_______________________

College &
Department:___________________

_____________________________

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.

GRIEVANCE REPRESENTATIVE
(if elected by grievant as per Section III)

Name: _______________________
Mailing address:
_____________________________
_____________________________

_____________________________

e-mail:_______________________

College &
Department:___________________

_____________________________

Phone:_______________________
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 University’s representative review the attached
decision made in connection with the attached grievance because (If necessary, attach additional page):

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

_____ 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.

STEP 2 GRIEVANCE

Article(s) and Section(s) of the Agreement allegedly violated (If necessary, attach additional pages):

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

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 HERELN 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, via email, 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.
NOTICE OF ARBITRATION

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration 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 Academic Affairs on ____________(date) by (check one):
____ mail (certified or registered, restricted delivery, return receipt requested)
____ personal delivery
____ other (specify) ________________________.
Date of receipt by Academic Affairs: ___________________________

____________________________________________________________
Signature of Statewide UFF President, Director of Arbitrations, or designee

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: UNIVERSITY OF CENTRAL FLORIDA, CCAS, Academic Affairs via email to: CCAS@ucf.edu
Or: 4365 Andromeda Loop N, MH 331, Orlando, FL 32816-0065
Or: fax: 407-823-6155
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.
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
APPENDIX F

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   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
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 University's Representative

___________________________ ______________________  
UFF Grievance Representative   Receipt Acknowledged by University's Representative
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
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UCF 3.015 - Promotion and Tenure of Tenured and Tenure-earning Faculty

(1) Policy.

(a) University of Central Florida (UCF) adheres to the provisions of any applicable collective bargaining agreement regarding promotion and tenure procedures.

(b) There shall be sufficient discipline flexibility in interpretation of the standards for promotion so that faculty members may have a reasonable expectation of fulfilling the requirements.

(c) A faculty member shall normally be recommended for promotion to associate professor prior to or at the same time that tenure is recommended. To save time for both faculty member and committees, the necessary materials for both will go forward simultaneously. Votes on tenure and promotion shall occur concurrently at department or unit, college, and university levels, if applicable.

(d) The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

(e) Effect of tenure criteria modification.

1. If a tenure-earning faculty member not in the College of Medicine has at least four (4) years of tenure-earning credit as of the effective date of a modification to the applicable tenure criteria, the employee shall be evaluated for tenure under the criteria as it existed prior to modification unless the faculty member notifies the university at least thirty (30) days prior to the commencement of the tenure consideration that they choose to be evaluated under the newly adopted criteria.

2. If a tenure-earning faculty member in the College of Medicine has at least six (6) years of tenure-earning credit as of the effective date of a modification to the applicable tenure criteria, the faculty member will be evaluated for tenure under the criteria as they existed prior to modification unless the faculty member notifies the university at least thirty (30) days prior to commencement of the tenure that they choose to be evaluated under the newly adopted criteria.

(f) Tenure may be transferred from one unit to another with the approval of the faculty member, the dean, and the provost, as well as the chair and faculty of the new program.
Faculty serving on promotion and tenure committees charged with reviewing and making promotion recommendations shall hold rank at or above the rank to which the candidate is applying. Faculty making tenure recommendations shall hold tenure.

If at any stage in the process, a correction to the dossier is needed, or an issue arises, the provost’s representative may make corrections to the dossier, or place the review of the candidate’s dossier on hold until all issues related to the dossier are resolved. If the dossier is placed on hold, the candidate shall be notified within five (5) calendar days of this action.

When a candidate is serving in an administrative position at the level of chair or director or higher, or when a conflict of interest exists, the dean’s office shall appoint an appropriate person to guide the candidate’s promotion process.

(2) Eligibility.

(a) Tenure.

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

2. A tenure-earning faculty member in the College of Medicine will normally begin the tenure application process in the spring preceding the eighth (8th) year of continuous service. However, a faculty member whose employment began in the spring semester may count tenure-earning time beginning with the following academic year. Faculty members may also choose to apply for tenure early, that is prior to the eighth year, or to use credit toward tenure given upon hire, unless they have voluntarily rescinded such credit. In certain situations, the tenure clock may be
extended with appropriate permission from the provost or provost’s representative.

(b) Promotion to associate professor. Promotion from assistant to associate professor calls for excellence in teaching and substantial contributions in research, as well as, appropriate service contributions or other university duties, since appointment to UCF faculty. It is expected the candidate’s research and scholarly activity have a significant impact, as normally indicated by national recognition.

(c) Promotion to professor. Promotion to professor is awarded on the basis of superior achievement at the national and/or international level with the promise of continued contribution and not on the basis of longevity. The rank of professor reflects not only an individual’s contributions within the institution, but also denotes a reputation as a leading scholar and researcher among one’s academic peers on a national and/or international level. Substantial contributions of a continuing nature in each of the areas evaluated, beyond that expected of an associate professor, are necessary components for the achievement of the rank of professor.

(3) Criteria

(a) Tenure. Tenure is awarded upon the demonstration of highly competent and sustained performance. The recommendation of a faculty member for tenure shall signify that the president and the Board of Trustees believe that the employee will continue to make significant and sustained professional contributions to the university and the academic community.

(b) Promotion. Promotion is awarded for meeting the criteria for appointment to the rank to which the candidate applies, as defined by the candidate’s department or unit, by the candidate’s college, and by this regulation.

(c) Standards for Promotion and Tenure.

1. Standards for promotion and tenure criteria shall take into account the mission and needs of the university and specifically address three areas: research, scholarly, and creative activities; teaching; and, service to the public, the discipline, and the university including those professional responsibilities consistent with faculty status.
Specific criteria for promotion and tenure are on file in each department or unit and college in the university. These criteria include items such as increased skill in teaching, demonstrated knowledge in research in candidate’s discipline, increased recognition as an authority in the field, and potential for continued professional growth. Department or unit specific criteria shall be approved by a majority of the full-time tenured and tenure-earning faculty in the department or unit, the department chair or unit head, the dean, and the provost or designee.

If a college chooses to have criteria in addition to department or unit criteria, these criteria shall be approved by a majority of the full-time tenured and tenure-earning faculty in the college, the dean, and the provost or designee. Approved college criteria will also be available in the department or unit and in each college.

As a Ph.D.-granting research university, UCF places heavy emphasis on sustained and significant performance with regard to the research, scholarly, and creative activities of faculty members seeking tenure and/or promotion. Consideration shall be given to all evidence related to research, scholarly, and creative activities contained or explained in the candidate’s dossier including, but not limited to, publications, grants, research presentations, and awards.

The university defines and evaluates instruction broadly. All types of teaching and teaching-related activities shall be considered as instruction. Assessment of instructional competency shall include evaluation of all materials provided in the candidate’s dossier.

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

(4) General Procedures.

(a) Overview.

1. The promotion and tenure process shall be initiated by the faculty member in consultation with the department chair or unit head, and evaluated successively by the department or unit promotion and tenure committee,
the department chair or unit head, the college promotion and tenure committee, the dean of the college, and the university promotion and tenure committee. The final decision of promotion and recommendation regarding tenure will be made by the provost and president. Tenure becomes official with final approval of the University of Central Florida’s Board of Trustees.

2. Recommendations by department chairs or unit heads, deans, and all committees must be complete and concise, citing reasons for the recommendation that are based on evidence contained or explained in the candidate’s dossier.

3. In cases where a faculty member is in an academic unit but strongly affiliated with another unit (e.g. a center, institute, cluster, or other entity), the normal tenure and promotion process will be undertaken through the academic unit to which the faculty member belongs with written recommendations by both supervisors upon review of the candidate’s materials. In cases where a faculty member has a joint appointment with two different academic units, the normal tenure and promotion process will be undertaken through the primary academic unit, but with written recommendations included in the file by both supervisors upon a review of the candidate’s materials.

4. Faculty may be hired with tenure when the person has held tenure at another institution of higher education or whose record would entitle them to receive tenure at UCF. Candidates for tenure upon hire must submit an application dossier to the department or unit to which they are applying. Tenured faculty in the department or unit will interview or evaluate the candidate and vote to recommend for or against tenure in that department or unit. The department chair or unit head shall submit their recommendation, the candidate’s dossier, and the faculty recommendation to the dean. The dean shall forward his or her recommendation, the department or unit faculty’s recommendation, the candidate’s dossier, and a completed “Tenure upon Hire” form to Faculty Excellence for provost’s
Tenure shall be awarded upon recommendation by the president and approval by the Board of Trustees.

(b) Outside review.

1. In consultation with the department chair or unit head, each faculty member being considered for promotion shall prepare the materials to be forwarded to reviewers by the department chair or unit head. These materials will include department or unit criteria or guidelines, college criteria if they exist, this university regulation, a current curriculum vitae, and other research documentation as deemed appropriate.

2. Outside reviewers primarily provide comments about the quality and impact of the candidate’s scholarly research and creative activity within their common discipline or area of study. Normally, outside reviewers will hold the rank of professor. The preponderance of the external letters should typically come from individuals holding tenured positions at very high research activity universities, as designated by the Carnegie Foundation.

3. The department chair or unit head and the department or unit promotion and tenure committee shall jointly nominate four (4) outside reviewers in ranked order; and the faculty member being considered for promotion shall nominate their own four (4) outside reviewers in ranked order. The candidate will select two (2) reviewers from the department’s or unit’s list. The department chair or unit head, in consultation with the department or unit promotion and tenure committee, shall select two (2) reviewers from the candidate’s list.

4. Only the department chair or unit head shall make contact with each of the four (4) selected reviewers to ascertain their willingness to review the candidate’s materials for promotion. Should a potential reviewer agree to undertake the review, a standard letter provided by Faculty Excellence shall be used by the department chair or unit head for the purpose of submitting or emailing a dossier to the outside reviewer. Should any decline, the department chair or unit head shall contact the next ranked candidate. If the declining reviewer is from the candidate’s list, then the
next reviewer on that list would be contacted; if the declining reviewer is from the department’s or unit’s list, then the next reviewer on that list would be contacted. If all decline, the process outlined above starts over to identify new reviewers, as necessary.

5. Reviewers shall not participate in the following cases:
   (i) Where a potential conflict of interest exists;
   (ii) If, in the reviewer’s judgment, personal factors might impair their objectivity regarding an individual candidate.

6. Once the promotion and tenure review process has started, the candidate is not to have any contact with the outside reviewers until the requested review letter is received by the university.

(c) Candidate Dossier. A promotion and tenure dossier shall be accompanied by the supporting materials listed below:

1. Copies of department or unit promotion and tenure criteria and college criteria where applicable;
2. The curriculum vitae sent to the outside reviewers in the spring;
3. Current curriculum vitae, if different from above;
4. The employee’s annual performance evaluations and annual assignments for the last five years;
5. Cumulative progress evaluations (inclusion of cumulative progress evaluations are optional for candidates applying for promotion to professor);
6. An overall impact statement and individual summary statements written by the candidate describing their teaching; research, scholarly, and creative activities; and service;
7. Materials supporting candidate’s summary statements of teaching; research, scholarly, and creative activities compiled by the candidate. In terms of documentation of external research funding, only contracts and grants processed through the university’s Office of Research, or other appropriate university entity shall be considered.
8. External reviewer’s letters and a short summary of the qualifications of each reviewer.
9. Dossier additions may be made by the candidate at any time prior to the provost’s recommendation and may include items such as: publication acceptances, newly funded grants, or scholarly awards received. Depending upon the timing of an addition, newly added material may not be considered by all committees.

10. Candidates may withdraw the dossier any time before the provost’s final recommendation.

(5) Committee Procedures Applicable to All Promotion and Tenure Committees.

(a) Because of the importance of the promotion and tenure process, it is expected that all promotion and tenure committee members will participate fully in the process. Committees will be professional and discriminating in their decision-making process and make recommendations solely based on department or unit and college criteria, this regulation and the materials contained or referenced in the candidate’s dossier. Rationale for all votes, including split votes, shall be explained within the promotion and tenure committees’ recommendation. Because evaluative personnel records are being discussed, only committee members may be present for a given meeting. The use of recording devices is prohibited during committee meetings and deliberations.

(b) Retired faculty may not serve on a promotion and tenure committee at any level. In addition, any faculty member who, because of serious illness or extended absence for work, cannot complete the evaluation process should not serve on a promotion and tenure committee at any level. A faculty member may only serve on one promotion and tenure committee per candidate during the same cycle – therefore, if a faculty member is serving on a college promotion and tenure committee, then they cannot also serve on a department promotion and tenure committee in that cycle for the same candidate.

(c) Faculty serving on promotion and tenure committees at any level shall not render decisions or participate in review on any candidate before the committee where the following apply:

1. Where a conflict of interest exists. A conflict of interest is defined as a divergence between an individual’s private interests and their employment obligations to the university such that an independent observer may
reasonably question whether the individual’s actions or decisions are partially or wholly influenced or determined by considerations other than the best interest of the university. Examples include but are not limited to: where the faculty member and the candidate are relatives (see University Policy 3-008.2 for the definition of relative); where the faculty member has a financial interest in or with the candidate; where the faculty member has a substantial publication record with the candidate; where the faculty member supervised the candidate’s dissertation.

2. When any personal factor(s) might impair the faculty member’s objectivity regarding an individual candidate;

(d) When to identify a conflict of interest. A faculty member serving on a promotion and tenure committee at any level should be able to identify a conflict of interest with regard to a particular candidate prior to the review of the candidate’s dossier. Where the faculty member knows there is a conflict of interest with the candidate, it is improper for the faculty member to review the candidate’s dossier. There may be circumstances in which a faculty member serving on a promotion and tenure committee may not know in advance of a conflict of interest – in such instances, as soon as the conflict of interest is identified, the faculty member must identify the conflict to Faculty Excellence and remove themselves from the process as to that candidate and may not further review the candidate’s dossier. If there is a question regarding conflict of interest and committee service, Faculty Excellence can provide assistance.

(e) If a committee member is outside of the greater metropolitan area; Voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for department promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority to record the vote and sign the record of attendance for the missing committee member.

(6) Committee Procedures at Department, College, and University Levels.

(a) Department or unit promotion and tenure committee.

1. A department or unit promotion and tenure committee shall be established to function as an advisory group to the department chair or unit head and
consist of all tenured department or unit faculty at or above the rank being sought by candidates in the department or unit. In instances when a department or unit has fewer than three (3) full-time tenured faculty at the rank required, additional tenured faculty at the rank required must be added from other related disciplines within the college or university. The department chair or unit head, in consultation with the dean and department or unit faculty, shall identify (a) potential committee member(s) who is or are willing to serve in this role. The same committee member(s) must serve on the department or unit committee for all candidates seeking promotion and tenure for that cycle, in that department or unit.

2. Committee members may not serve on a department or unit promotion and tenure committee if they have been elected to represent the department or unit on the college promotion and tenure committee in the same college, the university promotion and tenure committee, or serve as a department chair or unit head in the same college.

3. The department chair or unit head shall call the initial meeting to organize the committee. The promotion and tenure committee chair shall be a member of the promotion and tenure committee elected by majority vote of its members and shall call the promotion and tenure committee into session to transact such business as required. A quorum shall consist of the attendance of all committee members, when practicable, but not less than a majority of the committee members or fewer than three persons.

4. Each department promotion and tenure committee member shall be physically present to vote on the candidate being evaluated, except in those cases as outlined above or if voice or video calls are part of the approved procedures. The vote shall occur after promotion and tenure committee discussion, and the results shall be recorded. A promotion and tenure committee member shall vote only on dossiers that they have personally reviewed and participated in committee discussions about. Each evaluation and recommendation must be accompanied by an explanation of the promotion and tenure committee’s action. In the case of
any split vote, there must be a written explanation of the split vote. Abstentions are allowed only in cases of conflict of interest.

5. The promotion and tenure committee chair shall forward to the department chair or unit head the following:
   (i) The record of attendance of all promotion and tenure committee meetings;
   (ii) The promotion and tenure committee’s evaluation and recommendation;
   (iii) The candidate’s dossier containing all evaluation materials;
   (iv) The results of the poll of the tenured faculty for a candidate for tenure and promotion; and
   (v) If applicable, a sealed envelope containing the official votes of the promotion and tenure committee regarding promotion and tenure.

6. The department chair or unit head shall transmit the promotion and tenure committee’s evaluation and recommendation to the faculty candidate for review and potential comment.

7. Evaluated faculty members may review and, if desired, provide a response to the committee’s evaluation and recommendation within five (5) calendar days after receipt of notice of the department promotion and tenure committee’s recommendation. Any response will become part of the candidate’s dossier.

8. After the five (5) days available for the candidate’s optional response has passed, the department chair or unit head within seven (7) calendar days will recommend in favor of or against promotion and tenure, and forward the recommendations and comments to the candidate for review and potential comment.

9. An evaluated candidate may review and, if desired, provide a response to the department chair’s or unit head’s evaluation and recommendation within five (5) calendar days after receipt of notice of the department chair’s or unit head’s recommendation. Any response will become part of the candidate’s dossier.
10. Once the five (5) calendar day period for optional response by the candidate has passed, the candidate shall forward their dossier to the college.

(b) College promotion and tenure committee.

1. A college promotion and tenure committee consisting of one (1) tenured faculty member at the rank of professor from each department or unit shall be established within each college to function as an advisory group to the dean; if no tenured professor is available in a department or unit, then a tenured associate professor may serve in this role but not participate or vote in discussions relating to professors.

2. An alternate college promotion and tenure committee member must be elected in the event a regular committee member is unable to serve. Each spring, when department or unit and college promotion and tenure committees are being formed, tenured faculty in a given college shall elect an alternate college promotion and tenure member. The alternate college promotion and tenure committee member shall not serve on any department or unit committees within that college or on the university promotion and tenure committee. If the alternate is selected to serve on the college promotion and tenure committee, they must review all the candidate dossiers.

3. Department chairs or unit heads and ranked deans (e.g. assistant and associate) may not serve on the college promotion and tenure committee.

4. Each college promotion and tenure committee member shall serve a term of two (2) academic years. Terms shall be staggered to provide for continuity and uniformity of committee action.

5. College promotion and tenure committee members may not serve two (2) successive terms, except in departments or units with only one (1) professor eligible to serve.

6. With ample notice, vacancies on the college committee are filled by eligible faculty during the term in which they occur from the same department or unit, but only for the remainder of the departed person’s term.
7. Faculty members serving on a department or unit promotion and tenure committee within the same college or the university promotion and tenure committee may not serve on the college promotion and tenure committee. They also may not participate in or attend committee discussions related to the candidates or vote on candidates’ dossiers as part of the college promotion and tenure committee.

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

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

10. College promotion and tenure committee members shall not serve and shall be replaced by an alternate if any of the conditions noted in sections (5)(b) or (5)(c) in this regulation are present.

11. The college promotion and tenure committee chair shall be a member of the college promotion and tenure committee elected by a majority vote of its members, and shall call the committee into session to transact such business as required.

12. A quorum shall consist of the attendance of all promotion and tenure committee members, when practicable. However, a quorum shall not be
less than seventy (70) percent of the college promotion and tenure committee members.

13. The college promotion and tenure committee shall complete an evaluation and recommendation based on department or unit and college criteria for each candidate for promotion and tenure.

14. Each college promotion and tenure committee member shall vote on each case considered, and the result shall be recorded. A promotion and tenure committee member must be physically present to vote and may only vote on dossiers that they have personally reviewed and participated in committee discussions about. Voice or video calls may be used at the discretion of the college promotion and committee member chair. Voice or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority to record the vote and sign the record of attendance for the remote committee member.

15. Each evaluation and recommendation must be accompanied by an explanation of the promotion and tenure committee’s action, including an explanation of split votes. Abstentions are only allowed in cases of conflict of interest.

16. The college promotion and tenure committee chair shall forward to the dean the following:

   (i) The record of attendance of all college promotion and tenure committee meetings;
   (ii) The college promotion and tenure committee’s evaluation and recommendation;
   (iii) The candidates’ dossiers containing all evaluation materials; and
   (iv) If applicable, a sealed envelope containing the official votes.

17. The dean shall transmit college promotion and tenure committee recommendation and evaluation to each candidate for review and potential comment. Each evaluated candidate may review and, if desired, provide a written response to the committee’s evaluation and recommendation
within five (5) calendar days after receipt of notice of the college promotion and tenure committee’s recommendation. Any response shall be contained in the candidate’s application dossier.

18. Once the five (5) calendar day period for optional response by the candidate has passed, within two (2) weeks, the dean will recommend in favor of or against the candidate’s application for promotion and tenure and then send their recommendations and comments to the candidate for review and potential comment.

19. Within five (5) calendar days, the candidate may review and respond to the dean’s recommendations. Any response will become part of the candidate’s application dossier.

20. Once the five (5) calendar day period for optional response by the candidate has passed, the dean shall forward the candidate’s dossier to Faculty Excellence.

(c) University promotion and tenure committee.

1. The university promotion and tenure committee shall be established to function as an advisory group to the provost. The university promotion and tenure committee is a reporting committee of the Faculty Senate. It shall consist of one (1) tenured faculty member from each college who hold the rank of professor and who are active scholars within their discipline. If a college lacks a tenured professor, the college will not be represented on the university promotion and tenure committee. Department chairs or unit heads and ranked deans may not serve on the university promotion and tenure committee.

2. Each college shall provide one university promotion and tenure committee member, who has been elected by the tenured and tenure-earning faculty of that college, to serve for staggered two-year terms. The university promotion and tenure committee chair is elected by the university promotion and tenure committee at its first meeting.

3. Vacancies are filled during the term in which they occur from the same college for the remainder of that person’s term and the person shall not have served on any other promotion and tenure committees.
4. The provost will schedule the initial meeting to charge the university promotion and tenure committee. All members of the committee should be present. If a committee member is not able to attend, they must meet with the provost or designee before participating in committee work.

5. University promotion and tenure committee members shall not serve and shall be replaced by an alternate when any of the conditions noted in sections (5)(b) or (5)(c) of this regulation are present.

6. The university promotion and tenure committee shall review the evaluation materials of tenured or tenure-earning faculty under consideration for a change of status; except that those dossiers that have received unanimously positive votes from all prior levels of review shall move directly to the Provost for review. The Provost may request review of a dossier by the university promotion and tenure committee prior to the Provost making a final recommendation.

7. A quorum shall consist of the attendance of all university promotion and tenure committee members, when practicable. However, a quorum shall not be less than seventy (70) percent of the university promotion and tenure committee members.

8. Within six (6) weeks, the university promotion and tenure committee shall complete an evaluation and recommendation for each candidate assigned for review for promotion and tenure. Each university promotion and tenure committee member, unless recused, shall vote on each case considered and the result shall be recorded. A university promotion and tenure committee member in the greater Orlando area must be physically present to vote and may vote only on dossiers that they have personally reviewed. Voice or video calls may be used only at the discretion of the university promotion and committee member chair.

9. Each evaluation and recommendation must be accompanied by an explanation of the university promotion and tenure committee’s action, including an explanation of split votes. Abstentions are allowed only in cases of conflict of interest.
10. The university promotion and tenure committee chair shall forward to Faculty Excellence the recommendations and votes of the university promotion and tenure committee and the following:
   (i) The record of attendance of all promotion and tenure committee meetings;
   (ii) The university promotion and tenure committee’s evaluations and recommendations;
   (iii) Each candidate’s dossier containing all evaluation materials; and
   (iv) A sealed envelope containing the official votes.

11. Within five (5) calendar days of receiving the university promotion and tenure committee’s recommendation, Faculty Excellence shall forward the university promotion and tenure committee’s recommendation to each candidate for review and potential response. The evaluated candidate will then have five (5) calendar days in which to review and, if desired, provide a response to the university promotion and tenure committee’s recommendations. Any response will be contained within the dossier and the dossier will then be transmitted to the provost by Faculty Excellence.

12. The following shall be forwarded to the provost:
   (i) The record of attendance;
   (ii) The university promotion and tenure committee’s evaluation and recommendation;
   (iii) The candidate’s dossier containing all evaluation materials; and
   (iv) A sealed envelope containing the official votes of the university committee.

(g) Provost Review. The provost will review the candidate’s dossier and make their recommendations and comments based on the materials contained or referenced in the candidate’s dossier. Upon review of the candidate’s information, the Provost will recommend in favor of or against the candidate’s application for promotion and or tenure.

(h) Promotion Decision and Notification.

1. Final promotion decisions are made by the president and provost, while tenure decisions reside with the Board of Trustees. The provost presents
recommendations for tenure to the university Board of Trustees. Only with affirmation by the university Board of Trustees is tenure awarded.

2. Promotion and tenure become effective at the beginning of the succeeding academic year.

3. If an in-unit faculty member is denied promotion and or tenure, they have the option of using the grievance process that is outlined within the current collective bargaining agreement.

UCF-3.0175  Promotion of Full-time Non-tenure-earning, Research, and Clinical Faculty

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

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

(3) General promotion procedures.
   (a) Recommendations for promotion will be initiated by the department chair or unit head and evaluated successively by the department or unit promotion committee, the department chair or unit head, the college promotion committee, the dean of the
college, the university promotion committee, the provost, and the president. The dean of the college will initiate recommendations for promotion of department chairs or unit heads, assistant deans, and persons occupying similar positions.

b) For faculty located in research centers or institutes within the Office of Research & Commercialization, here and below, “college” is taken to be the Office of Research & Commercialization, “department” is to be the research center, “dean” is to be the Vice President of Research & Commercialization, and “chair” is to be the center director.

c) It is the responsibility of the candidate to ensure that their dossier is accurate, complete, and meets established deadlines for submission.

(d) Changes in applicant dossier.

1. Materials added or alterations made to the dossier by anyone other than the candidate shall be initialed, dated, and shared with the candidate, who must be given five calendar days from time of receipt to respond to the entry before the dossier moves forward.

2. Candidates may withdraw the dossier at any time prior to the provost’s final action on the dossier by requesting this action in writing to the administrative level where the dossier resides at the time of the request.

(e) Outside review. Each candidate for promotion will submit to the unit head all agreed upon relevant material, which will subsequently be sent to outside reviewers for evaluation. Outside reviewers should have achieved a position equivalent to or above that being sought by the candidate. In addition, under most circumstances, outside reviewers will not have served as the candidate’s dissertation advisor, post-doctoral mentor, or close collaborative colleague.

1. A panel of an even number of at least four outside reviewers shall be formed to examine the candidate’s materials. To choose the outside reviewers, the department chair or unit head and the department promotion committee shall jointly nominate a panel of an even number of at least four outside reviewers. The faculty candidate shall nominate a panel of an even number of at least four persons with the goal of having half selected by the faculty candidate from the panel proposed by the department chair or unit head and promotion committee, and half selected by the department or unit head and the promotion committee.
from the panel proposed by the faculty candidate. It is advised that additional names from each list are ranked by the department chair or unit head and promotion committee and the faculty candidate, respectively, and designated as alternates in the event that a proposed reviewer cannot complete the evaluation. When a department chair or unit head is under consideration for promotion, the dean shall appoint a person to participate in the promotion process in their supervisory role.

2. A letter provided by Faculty Excellence, shall be used by the department chair or unit head to submit a file to outside reviewers. When a department chair or unit head is a candidate, the immediate supervisor, assigned by the dean or other appropriate administrative supervisor, shall handle the letters and application material distribution to reviewers.

3. Outside reviewers shall be advised to base their comments on the candidate’s current professional curriculum vitae; selected materials; and department, school, center, unit, college, and/or university guidelines, as available. These documents shall be provided to the reviewers by the department chair, school/center director, or unit head in consultation with the candidate.

(f) Dossier components. When complete, promotion dossiers will be accompanied by supporting materials, various evaluative forms as listed below, and other documentation, as requested.

1. The faculty candidate’s assignments and annual performance evaluations completed by the department chair or unit head for the period under consideration in formats provided by Faculty Excellence.

2. Faculty Excellence provides the evaluation format for the recommendations completed by the department or unit promotion committee, chair or unit head, college promotion committee, dean, and university promotion committee.

3. Verification of publications and external funding shall be provided by the faculty candidate and signed off on by the department chair or unit head.

4. Copies of all existing university, college, and department/school/unit promotion criteria shall be included in the dossier.
(g) Department or unit promotion committee procedures.

1. Department promotion committees shall be established within each department or unit to function as an advisory group to the department chair or unit head. Each committee is charged with providing promotion recommendations to the chair, director, or unit head. Faculty members serving on the college or university promotion committees, the department chair or unit head, and the dean may not serve on the department promotion committee or participate in committee discussions related to candidates. When possible, all full-time tenured and non-tenure-earning associate professors and professors within the department/unit shall make recommendations regarding promotion to associate professor. All full-time tenured and non-tenure-earning professors shall make recommendations regarding promotion to professor. Committees shall have at least three members. In instances when this condition cannot be met, the committee composition shall be determined by the department chair/school director/unit head in consultation with the dean or vice president and with the approval of the provost or provost’s designee.

2. The committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact such business as required. A quorum shall consist of the attendance of all committee members, when practicable, but not less than the majority of the committee members or fewer than three persons. At the request of the department chair or unit head, the committee shall review the evaluation materials of all faculty under consideration for promotions. The committee will be professional and discriminating in its decision making and will make its review based on consideration of the facts and supportive evidence contained in the candidate’s dossier.

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

4. The committee chair shall forward a copy of the record of attendance, the committee’s written evaluation and recommendation, and the promotion dossier to the department chair or unit head. The committee shall also designate one of its members to orally report the basis for the committee’s recommendation to the department chair or unit head and to the college promotion committee, if requested by either.

5. Within five calendar days, the department chair or unit head shall notify the faculty candidate of the committee’s evaluation and recommendation. Evaluated faculty members may review and, if desired, provide written comments related to the committee’s evaluation and recommendation within five calendar days after receipt of the notice of the committee’s report. Any such comments shall become part of the candidate’s dossier.

(h) College promotion committee procedures.

1. A college promotion committee consisting of one full-time faculty member at the rank of professor, where available, from each department or unit shall be established within each college to function as an advisory group to the dean. Faculty members serving on the department or university promotion committee, department chairs and unit heads with faculty under consideration, and the dean may not serve on the college promotion committee or participate in committee discussions related to candidates. Also exempted from service are faculty who served on the committee within the last two years, unless the department or unit has only one eligible professor.

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

3. The committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact such business as required. A quorum shall consist of the attendance of all committee members, when practicable, but not less than the majority of the committee members or fewer than three persons. In cases of extenuating circumstances, such as prolonged illness, an alternate member will serve.

4. The committee shall, at the request of the dean or designee, review those credentials submitted by the all faculty under consideration for promotions. The committee will be professional and discriminating in its decision-making and will make its review based on consideration of the facts and supportive evidence contained in the candidate’s dossier.

5. A written evaluation and recommendation of the candidate by the voting-eligible faculty shall be completed for each faculty member reviewed. Each eligible committee member shall vote on each case considered, with exception of those determined to have a conflict of interest or personal factors that may lead to lack of objectivity, and the result shall be recorded. A committee member does not need to be present to vote, but may only vote on files s/he has personally reviewed. In addition to the general comments, each evaluation and recommendation must be accompanied by an explanation for any pattern of split votes or abstentions.
6. The committee chair shall forward a copy of the record of attendance, the committee’s written evaluation and recommendation, and the promotion dossier to the dean.

7. Within five calendar days, the dean or designee shall notify the faculty candidate of the committee’s evaluation and recommendation. Evaluated candidates choosing to provide comments on the committee’s evaluation and recommendation may do so in writing within five calendar days after receipt of notice of the committee’s decision, and this response shall become part of the candidate’s dossier.

(i) University promotion committee procedures.

1. The university promotion committee, a reporting committee of the Faculty Senate, shall consist of one faculty member at the rank of professor from each college and function as an advisory group to the provost. Faculty members serving on a department or college promotion committee, department chairs and unit heads with faculty under consideration and deans with faculty under consideration may not serve on the university promotion committee, participate in committee discussions related to candidates, or vote on candidate files. Also exempted from service are faculty who served on the committee within the last two years, unless a college has only one eligible professor, and those who are candidates for promotion.

2. One faculty representative shall be elected to the university promotion committee by the associate professors and professors from each college. Two-year terms shall be staggered to provide for continuity and uniformity of committee action. Vacancies are filled during the term in which they occur from the area of the vacating member for the remainder of that person’s term. University promotion committee members must not participate in the voting on a candidate if there is a conflict of interest or if personal factors might impair their objectivity regarding an individual applicant.

3. The committee shall, upon request of the provost, review the evaluation materials of all faculty under consideration for promotions. In this review, the committee will rely upon the same criteria used by the department and college
promotion committees. It will be professional and discriminating in its
decision-making and will make its review based on consideration of the facts
and supporting evidence in the dossier, including the evaluations and
recommendations contained therein.

4. The committee chair shall be a member of the committee elected by majority
vote of its members and shall call the committee into session to transact such
business as required. A quorum shall consist of the attendance of all committee
members, when practicable, but not less than the majority of the committee
members. In cases of extenuating circumstances, such as prolonged illness, an
alternate member will serve.

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

6. The committee chair shall forward a copy of the record of attendance, the
committee’s written evaluation and recommendation, and the promotion
dossier to Faculty Relations.

7. Within five calendar days, the provost’s designee shall notify the faculty
candidate of the committee’s evaluation and recommendation. Evaluated
candidates choosing to provide comments on the committee’s evaluation and
recommendation may do so in writing within five calendar days after receipt
of notice of the committee’s report, and this response shall become part of the
candidate’s application.

(j) Promotion decision and notification.

1. All candidates, whose applications are not withdrawn, will be reviewed by the
provost and president. Final decisions shall be made by the president and
rendered in writing.
2. Promotions normally become effective at the beginning of the succeeding academic year.

Authority: BOG Regulation 1.001. History-New 6-2-11. Amended 8-5-13, 7-5-16.
UCF-3.0176 Instructor and Lecturer Faculty Promotion

(1) Policy.

(a) UCF adheres to the provisions of any applicable collective bargaining agreement, regulations, policies, and procedures regarding the promotion procedures of faculty.

(b) There shall be sufficient discipline flexibility in interpretation of the standards for promotion so that individuals may have a reasonable expectation of fulfilling the requirements.

(c) A candidate may withdraw their application at any time prior to the provost’s final decision.

(d) Instructors and lecturers are normally eligible to apply for promotion to associate instructor/lecturer in the normal promotion cycle following their 5th year of full-time service, normally the beginning of their 6th year of full-time service at the instructor/lecturer level. Eligible faculty must be in regular 1.0 FTE non-visiting position at the time of application. Prior years of service at other institutions or as time in service as a visiting instructor/lecturer at UCF may count toward eligibility, if credit toward service is established, however 3 years of regular full-time service as an instructor/lecturer must be obtained at UCF.

(e) Instructors and Lecturers funded by contracts or grants or other soft money sources are eligible for a promotion increase if promotion is permitted by the terms of the grant or contract, the rules of the funding agency, and/or if adequate funds are available.

(f) Associate instructors/lecturers are normally eligible to apply for promotion to senior instructor/lecturer at the beginning of their 6th year of full time service as an associate instructor/lecturer.

(2) Definitions.

(a) Instructor - must possess a master's degree from an accredited institution in an appropriate field of specialization or have equivalent qualifications based on professional experience. Instructors are responsible for teaching, service, and related activities. In some instances, instructors may be responsible for research and academic advising.
(b) Lecturer - must possess a terminal degree from an accredited institution in an appropriate field of specialization or have equivalent qualifications based on professional experience. Lecturers are responsible for teaching, service, and related activities. In some instances, lecturers may be responsible for research and academic advising.

(3) Ranks. Ranks for Instructor and Lecturer positions, respectively, are:

(a) Instructor, associate instructor, and senior instructor; and
(b) Lecturer, associate lecturer, and senior lecturer.

(4) Criteria.

(a) College criteria. Colleges, may supplement the university criteria outlined in this document with college specific requirements. College criteria must be approved by a majority of the full-time instructors (at all ranks) and lecturers (at all ranks) and tenured and tenure-earning faculty in the college, the dean, and the provost or designee.

(b) Department criteria. Departments may supplement any college criteria with departmental specific requirements. Department criteria shall be approved by a majority of the full-time instructors (at all ranks) and lecturers (at all ranks) and tenured and tenure-earning faculty in the department or unit, the department chair/unit head, the dean, and the provost or designee.

(c) University criteria. Promotion to Associate Instructor/Lecturer - requires a consistent record of excellence in assigned duties. Evidence of excellence may include departmental annual evaluations of teaching, student evaluations of teaching, peer evaluations of teaching, teaching awards, examples of successful student learning outcomes, and demonstration of leadership and rigor in teaching. Additionally, evidence of service contributions (e.g., departmental, college, university, or professional) should be included in the promotion application. Evidence related to performance of other assigned duties (e.g., academic advising, research, or administrative) should be included in the promotion application as applicable.

(d) Promotion to Senior Instructor/Lecturer - is based on the same criteria as promotion to Associate Instructor/Lecturer. It carries an additional expectation
of leadership at the university and in the profession, e.g. program director, advisor.

(5) Overview.

(a) Instructors and lecturers are not required to apply for promotion.

(b) An instructor/lecturer considering promotion or a chair or unit head may request a meeting in early spring during the 5th year of employment to discuss candidacy. The department chair or unit head shall provide a thorough and objective assessment of the instructor’s/lecturer’s promotion readiness.

(c) An instructor/lecturer who decides to pursue promotion must submit a completed online dossier in the promotion system by the published deadline on the Faculty Excellence website. Colleges may establish an earlier deadline.

(d) Candidates will be evaluated successively by the department/unit instructor and lecturer promotion committee, the department chair/unit head, the college instructor and lecturer promotion committee, the dean of the college, and the provost or the provost’s designee.

(e) It is the responsibility of the candidate to ensure that the promotion dossier is accurate, complete, and meets established deadlines for submission.

(f) Recommendations for promotion by department/unit instructor and lecturer promotion committee, the department chair/unit head, the college instructor and lecturer promotion committee, the dean of the college, and the provost or the provost’s designee must be complete, concise, and include explanations for the promotion recommendation based on evidence contained or explained in the candidate’s dossier.

(g) A rationale for all votes, particularly for split votes, shall be provided along with the promotion recommendation by both the department/unit instructor and lecturer promotion committee and the college instructor and lecturer promotion committee. The committee chair is responsible for providing the summation of the recommendation that was reached, including a majority and minority opinion in the case of a split vote. Abstentions are strongly discouraged in this process except in cases of conflict of interest.

(h) Instructors/Lecturers who apply for and who do not achieve promotion retain
the right to reapply in a future promotion cycle if they remain in that position. 

(6) Candidate Dossier. Recommendations for promotion shall be accompanied by the following materials:

(a) Individual summary statement;
(b) Current curriculum vitae;
(c) College promotion criteria where applicable;
(d) Department or unit promotion criteria where applicable;
(e) Annual evaluations conducted by the unit head for the last five years;
(f) Annual assignments for the last five years: to include FTE assignment;
(g) Summary statement on candidate’s philosophy of teaching;
(h) Classes taught for the last five years;
(i) Evidence of innovation in teaching and learning;
(j) Teaching and learning grants (if applicable);
(k) Evidence of service performed for the last five years;
(l) Summary statement of advising and mentoring for the last five years (if applicable);
(m) Evidence of professional development for the last five years;
(n) Evidence related to performance of other assigned duties research (if applicable); and
(o) Evidence of research/scholarship of teaching and learning (if applicable);

Note: Dossier additions may be made by the candidate at any time prior to the provost’s or provost’s designee’s decision and may include applicable items such as: applicable awards (e.g., teaching, service, research), publication acceptances, or newly funded grants. Depending upon the timing of an addition, newly added material may not be considered by all committees.

(7) Department promotion procedures.

(a) A department promotion committee shall be established within each academic department or unit to function as an advisory group to the department chair/unit head.

1. Faculty members who serve on the college instructor and lecturer promotion committee may not serve on the department/unit instructor
2. Department chairs/unit heads may not serve on the department instructor and lecturer promotion committee, participate in discussions related to candidates, or vote on candidate dossiers.

3. Department instructor and lecturer promotion committee members must not participate in voting on an application if there is a conflict of interest or if personal factors might impair objectivity regarding an individual applicant.

4. If a committee member is outside of the greater metropolitan area; voice and or video calls may be utilized at the discretion of the committee chair when a member cannot be physically present for department promotion and tenure committee meetings. When voice or video calls are utilized, the chair of the committee shall be delegated signature authority through an official power of attorney to vote and sign the record of attendance for the missing committee member.

(b) Each department promotion committee shall consist of at least two (2) department instructors or lecturers at or above the rank being sought by the candidate and three (3) tenure earning or tenured faculty, or clinical faculty at the rank of assistant professor, associate professor, or professor. In cases where there are no faculty available at the ranks indicated above within the department/unit, an appropriate faculty member will be identified to serve.

(c) The members of the committee shall be elected by a vote of all regular faculty members in the department/unit.

(d) If a department/unit has fewer than two instructor and lecturer faculty at the appropriate rank, faculty with the appropriate rank from similar departments or units, normally within the respective college, may serve on the committee for the purpose of evaluating and voting on the candidate’s file.

(e) The department instructor and lecturer committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact business as required.

(f) A quorum shall consist of the attendance of all committee members, when
practicable, but not less than the majority of the committee members or fewer than three (3) faculty.

(g) The department instructor and lecturer committee shall review the promotion dossier of faculty under consideration for a change of status. The committee will be professional and discriminating in its decision making and will make its review based on consideration of the facts and supportive evidence contained in the candidate’s promotion dossier.

(h) An evaluation and recommendation of the candidate by the department instructor and lecturer promotion committee shall be completed for each faculty member reviewed. Each committee member shall vote on each case considered, with exception of those determined to have a conflict of interest or personal factors that may lead to lack of objectivity, and the result shall be recorded. Each evaluation and recommendation must be accompanied by an explanation for all votes, including split votes and abstentions.

(i) The department instructor and lecturer promotion committee chair shall forward the record of attendance, the record of the vote, the department instructor and lecturer committee’s evaluation and recommendation, and promotion dossier to the department chair or unit head.

(j) The department chair/unit head shall forward to the faculty candidate the department instructor and lecturer committee’s evaluation and recommendation.

(k) Candidates may review and, if desired, provide a response to the department instructor and lecturer promotion committee evaluation and recommendation within five (5) days of receiving the department promotion committee evaluation and recommendation. Any response will become part of the candidate’s dossier.

(l) Once the review period for candidate’s optional response has passed, the department chair/unit head reviews the dossier to recommend in favor of or against promotion, and forwards the recommendation and comments to the candidate for review and potential comment.

(m) Candidates may review and, if desired, provide a response to the department
chair/unit head evaluation and recommendation within five (5) days after receipt of notice of the department chair/unit head evaluation and recommendation. Any response will become part of the candidate’s dossier.

(n) Once the review period for candidate’s optional response to the department chair/unit head recommendation has passed, the dossier is forwarded to the college instructor and lecturer promotion committee for review and recommendation.

(8) College promotion committee procedures.

(a) A college promotion committee shall be established within each academic college to function as an advisory group to the dean.
1. Faculty members serving on the department/unit instructor and lecturer promotion committee may not serve on the college instructor and lecturer promotion committee.
2. Department chairs/unit heads may not serve on the college instructor and lecturer promotion committee, participate in discussions related to candidates, or vote on candidate dossiers.
3. College instructor and lecturer promotion committee members must not participate in voting on an application if there is a conflict of interest or if personal factors might impair objectivity regarding an individual applicant.
4. Faculty elected to serve on the college instructor and lecturer promotion committee shall serve a term of no more than two (2) consecutive years. Terms for college instructor and lecturer promotion committee members shall be staggered to provide for continuity and uniformity of committee action.

(b) Each college promotion committee shall consist of at least three (3) instructors or lecturers at or above the rank being sought by the candidate and four (4) tenure earning or tenured faculty, or clinical faculty at the rank of assistant professor, associate professor, or professor. No more than two members of this committee may be from the same department/unit. In cases where there are no faculty available at the ranks indicated above within the department/unit, an
appropriate faculty member will be identified to serve.

(c) The college instructor and lecturer promotion committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact such business as required.

(d) A quorum shall consist of the attendance of all committee members, when practicable, but not less than the majority of the committee members or less than four faculty. In special cases (i.e. professional development leave/sabbatical or medical leave), an alternate member will serve.

(e) The college instructor and lecturer promotion committee shall review the promotion dossier of faculty under consideration for a change of status. The committee will be professional and discriminating in its decision making and will make its review based on consideration of the facts and supportive evidence contained in the candidate’s dossier.

(f) An evaluation and recommendation of the candidate by the college instructor and lecturer promotion committee shall be completed for each faculty member reviewed. Each committee member shall vote on each case considered, with exception of those determined to have a conflict of interest or personal factors that may lead to lack of objectivity, and the result shall be recorded. Each evaluation and recommendation must be accompanied by an explanation for all votes, including split votes, and abstentions.

(g) The college instructor and lecturer committee chair shall forward the record of attendance, the record of the vote, the college instructor and lecturer committee’s evaluation and recommendation, and promotion dossier to the college dean.

(h) The college dean shall forward to the faculty candidate the college instructor and lecturer committee’s evaluation and recommendation.

(i) Candidates may review and, if desired, provide a response to the college instructor and lecturer promotion committee evaluation and recommendation within five (5) days of receiving the college promotion committee evaluation and recommendation. Any response will become part of the candidate’s dossier.

(j) Once the review period for candidate’s optional response has passed, the
college dean reviews the dossier to recommend in favor of or against promotion, and forwards the recommendations and comments to the candidate for review and potential comment.

(k) Candidates may review and, if desired, provide a response to the college dean’s evaluation and recommendation within five (5) days after receipt of notice of the college dean’s evaluation and recommendation. Any response will become part of the candidate’s promotion dossier.

(l) Once the review period for candidate’s optional response to the college dean’s recommendation has passed, the dossier is forwarded to the college instructor and lecturer promotion committee for review and recommendation.

(9) Promotion decision and notification.

(a) All candidates, whose applications are not withdrawn before reaching the stage of final review, will be reviewed by the provost or the provost’s designee. Final decisions of promotion will be rendered in writing.

(b) Promotions shall become effective at the beginning of the succeeding academic year.

Authority: BOG Regulation 1.001. History–New 6-16-16.
Promotion and tenure (P&T) in the College of Engineering and Computer Science (CECS) at the University of Central Florida (UCF) is governed by the extent and impact of the contributions the candidate has made and will make to the university. Evaluation of the candidate’s contributions necessitates the collection of information and the preparation of documents by which the candidate’s past performance and future potential can be unambiguously assessed. All involved should recognize that the final recommendations on promotion and tenure made to the Provost are based on both quantitative and qualitative information and on a sound promotion and tenure process.

The most important criterion for promotion is the stature of the individual in his or her professional community. The candidate’s record of scholarly attainment, as evidenced by the quality of publications and funded research, the candidate’s teaching performance, and the candidate’s professional and service activities are very important factors when considering promotion. However, it is recognized that all candidates will not fit a single mold. It is up to the department, through its chair, to clearly document the tenure/promotion criteria quantitatively and evaluate the candidate based on these criteria in research, teaching, and service. This is especially important in view of the growth of interdisciplinary collaborative research, the introduction of innovative methods of classroom instruction, and the increase in non-classroom teaching opportunities (e.g., online courses, working with post-graduate fellows, undergraduate research assistants, etc.).

According to the UCF P&T Guidelines, promotion from assistant to associate professor calls for substantial contributions in teaching and research as well as acceptable service contributions or other university duties. The record must demonstrate “professional accomplishment beyond the doctoral or terminal degree level of the specific discipline”. A full professor should have a “status and a level of significant achievement among one’s disciplinary peers on a national and international level”. A measure of outstanding performance requires a demonstration of a high level of capability in contributing to, disseminating, or applying new knowledge in a manner clearly recognizable by the candidate’s own peers. All candidates for promotion to associate professor are expected to be competent in teaching and educational activities and research, and show promise of meeting the criteria for promotion to full professor in due course.

**Tenure and Promotion to the rank of Associate Professor**

The educational accomplishments of the candidate should be reflected by:

- One or more Ph.D. students who have either graduated or passed candidacy examination at the time of candidate’s promotion. In general, the candidate is expected to have a strong record of mentoring MS and/or PhD students to completion.
- A strong record of joint publications with students supervised by the candidate.
- Teaching both undergraduate and/or graduate courses with consistently good evaluations; Teaching of undergraduate core courses, if assigned, is expected.

Appropriate development of courses and/or curricular enhancement may be desired by some departments.

The research accomplishments of the candidate should be reflected by:

- A substantial publication record in high impact journals and/or highly ranked conference proceedings as appropriate. The department should keep a list of prestigious journals and conferences (with acceptance rate, if available) in the candidate’s area of research. A minimum
number of journal publications per year (as determined by the department) since joining UCF is expected, leading to several journal papers at the time of tenure and promotion. Publication in prestigious journals and high-quality conferences, some with published low acceptance rates, as applicable to the candidate’s discipline, is expected.

- Substantial competitive funding from federal, state, or other government agencies, non-profit, or professional organizations, and/or industry funding. The funding level may depend on the field, but the candidate is expected to have been the PI of at least one competitive grant/contract and PI/co-PI of others. Funding level is established by the department. Majority of the funding is expected to support candidate’s research. Subcontracts to other universities or industries or agencies should be reported. Subcontracts will be given separate and due credit for leadership and bringing visibility to UCF. Competitive early career award at the national level is desirable. Support of graduate students as GRA for multiple semesters with candidate’s research funding is required.
- Strong peer evaluation solicited from experts in the field.

The service record of the candidate should be reflected by some of the following:

- Participation on panel at NSF and other funding agencies.
- Membership on editorial boards or technical committees of national professional organizations reviewers for journals and/or program committees and session chairs in conferences.
- Active participation in an appropriate amount of service and committee assignments within the department, college or university.

The standards above are considered minimum for tenure in the regular cycle. Candidates for early promotion and tenure, i.e., before the 6th year or equivalent if credit towards tenure was awarded at the time of tenure, must have a record that is truly outstanding and substantially exceeds these minimums.

**Promotion to the rank of Professor**

The educational accomplishments of the candidate should be reflected by:

- Sustained record of mentoring several PhD students to graduation since last promotion.
- Joint publications with graduate students supervised by the candidate.
- Evidence of teaching undergraduate and/or graduate courses with consistently good evaluations.
- Enrichment of the graduate program curriculum through new courses or tutorials, where applicable.
- Evidence of recognition such as TIP or SoTL or CECS Excellence in Teaching awards, where applicable.

The research accomplishments of the candidate should be reflected by:

- A substantial publication record in the most prestigious journals and/or highly ranked conference proceedings with published low acceptance rate, as pertinent and applicable to the candidate’s discipline. The department should keep a list of prestigious journals in the candidate’s area of research. These journal publications, or conference publications, as appropriate, should make a substantial impact on the candidate’s field. Patents will be given credit.
- Quality of research will be judged by several means as appropriate to the candidate’s discipline, such as best paper awards, most downloaded papers, and highly cited papers, total number of citations or H-index.
- Substantial competitive funding from federal, state, or other government agencies, non-profit, or professional organizations, and/or industry funding. The funding level may depend on the field,
but the candidate is expected to have been the PI of at least a few multi-year competitive grants since last promotion. The diversity of funding is expected to maintain and support the vitality of the candidate’s research. A high funding level (as determined by the department) since last promotion is expected. Subcontracts to other universities, industries, or agencies should be reported. These will be given appropriate credit for leadership and bringing visibility to UCF.

- Support of several graduate students as GRA in multiple semesters with the candidate’s research funding.
- Invited and keynote and plenary talks at national and international conferences.
- Strong peer evaluation solicited from experts in the field.

The service record of the candidate should be reflected by some of the following:

- Membership in editorial boards of recognized journals.
- Associate Editorship or Editorship of prestigious journals.
- Participation on panel at NSF and other funding agencies.
- Leadership roles in professional societies (e.g., President, Executive Chair) and conferences (e.g., Track Chair, Program Chair).
- Active participation in service and committee assignments within the department, college or university.

The achievement of Associate Fellow or Fellow status is desired, if possible in the candidate’s discipline prior to the promotion to the full professor status.

Required documentations as enumerated below include:

Teaching – Demonstrated continuing teaching effectiveness (course evaluation surveys for at least the five previous years) and documentation of other contributions to teaching.

Scholarly Activity/Research – Demonstrated sustained record of scholarly publications in peer-reviewed literature, an appropriate level of externally funded research (including peer-reviewed research funding), and graduate student support and production.

Service – Demonstrated continuing service to the department, college, university, and the candidate’s professional community.

The purpose of the College of Engineering and Computer Science Promotion and Tenure (CECS-P&T) Committee is to conduct a thorough review of the candidate’s credentials and achievements and then make a recommendation to the Dean. In doing this, the CECS-P&T Committee will consider the candidate’s dossier and all departmental recommendations. This Committee will ensure the uniform application of the College’s established quality standards and guidelines.
Faculty Excellence Website

https://facultyexcellence.ucf.edu/
OVERVIEW
This content manual presents a list of the documents needed for assistant and associate professors to upload into the Promotion and Tenure System.
Candidate Information ........................................................................................................ 1
1. Impact Statement* ........................................................................................................ 2
2. Curriculum Vitae* ....................................................................................................... 2
3. Curriculum Vitae Sent to External Reviewers* ............................................................. 5
4. External Reviewers’ Letters and Credentials* ............................................................. 5
5. College Criteria (If available) ...................................................................................... 5
6. Department Criteria* .................................................................................................. 5
7. Annual Assignments* ................................................................................................ 5
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9. Cumulative Progress Evaluations* ............................................................................ 6
10. Research/Creative Activities Summary and Evidence* ............................................. 7
11. Research Funding Reports* ....................................................................................... 7
12. Teaching Activities Summary and Evidence* ........................................................... 8
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14. Other Assigned Duties (Optional) ............................................................................. 9
15. Other (Optional) ....................................................................................................... 9
Additions to Dossier After Submission ......................................................................... 10
Important:

- *Please do not use Adobe Portfolio.*
- Access promotion system through [MyUCF](#).
- Candidate Navigation Manual is located under “Resources.”
- Resources for Starting and Updating Your P&T Dossier are available within “Video Tutorials.”
- Maximum file size for each uploaded attachment is 40 MB.
- The filename should be no more than 40 characters, including spaces.
- Each attachment item is a single pdf.
  - When combining pdfs that contain digital signatures, you must print to pdf and save each document individually then combine as one.
  - Name pdfs the same name as the system “Attachment Name.”
- No changes can be made to the original materials once the dossier is submitted, however, additions to your dossier are allowed at any time after submission, prior to the provost’s recommendation.
- Be consistent with year order for all supporting materials (e.g., chronological), including tables. Summary tables (e.g., annual evaluations) allow reviewers to see all years immediately. Recommend to begin with most recent document.

Candidate Information

- Candidates must select the application type: “promotion & tenure,” “promotion only,” or “tenure only.”
- Items indicated by an asterisk (*) are required.
- Candidates applying for professor shall include supporting materials since last promotion, including teaching, scholarship and service that occurred during the year of application. If hired as associate professor, include materials since hire.
  
  *Note:* Candidates must certify contents by selecting corresponding statements for the accuracy of reported publications, contracts, and grants.
Dossier Attachments

1. Impact Statement*

A one-page summary that highlights the impact of your major accomplishments and summarizes your teaching, research and creative activities, service, and administrative assignments (if applicable). The summary should provide an overview of the most significant aspects of your work since joining UCF, describing why it’s important and why it matters. Relate this work to the mission of the department, college, and university.

**Note:**

- Use Microsoft Word default font Calibri or Times new Roman and font size 11 or 12 point. Don’t use small font sizes or narrow margins.
- If hired with tenure-credit, please include the appropriate information for years credited.
- It is helpful to reviewers when your statement is clear and concise.

COVID Impact Statements are uploaded within “Other.”

2. Curriculum Vitae*

Provide your most current vita on the day you submit your dossier, which may have additional items since sending to external reviewers (item 3). The vita should be thorough, concise, organized, complete and accurate. Please spell out acronyms prior to their use.

**Note:** Candidates are encouraged to work with their department chair, director, or unit head when writing their CV.

While there is no one template or model for a CV, it should be professional. Information that may be important to consider:

- Employment History
• Educational Background

• Honors and Awards
  o UCF awards and honors (e.g., incentive and excellence awards) should be presented separately with headings.
  o External awards: these awards and honors should be presented separately with headings (e.g., professional associations, national). Provide brief details to assist reviewers in understanding the significance of the honor (e.g., “Selection for this award is based on level of research productivity, quality of contributions, and sustained performance over a three-year period, one recipient, from a membership base of 10,000 scholars, is selected each year”).

• Research and Creative Activity
  o Publications
    ▪ Present in discipline specific, accepted bibliographic style.
    ▪ Provide a statement to assist reviewers that explains author order in works that include multiple authors (e.g., first author indicates greatest importance of contribution, student authors are listed first in publications, publications are presented in alphabetical order).
    ▪ Denote student authors by asterisk, underline, or other reference.
    ▪ Publications should be organized by category of work (e.g., refereed publications, non-refereed publications, books, proceedings, reviews, notes, letters), and sorted by date of publication beginning with the most recent work.
    ▪ Peer-reviewed publications should be presented separately with headings from non-refereed publications.
• Specify work that has been accepted and in press, with estimated date of publication.

  o Contracts and Grants
    • Present by funded and pending.
    • Include source of grant, role (e.g., PI, Co-PI, senior personnel), percentage of credit (not indirect credit) assigned within UCF, funded amount of the grant or contract, and timeframe of funding distribution.

  o Presentations
    • Separate and distinguish presentations by type (e.g., invited, international, national, regional, state).

  o Other research, scholarly and creative activity as appropriate (e.g., patents, licenses, performances).

• Teaching activity

  o List of courses taught and additional information that may help in contextualizing your instructional activity (e.g., course modality).

  o Theses and dissertations directed.

  o Other teaching and instructional activity as appropriate.

• Service activity

  o Professional, university, and community service (e.g., service to public schools, chairing professional association, editorial boards).

• Other information as applicable to your discipline.
3. Curriculum Vitae Sent to External Reviewers*

Provide the curriculum vitae that was sent to external reviewers. A watermark or footnote (“External Review”) to clarify is recommended.

4. External Reviewers’ Letters and Credentials*

Provide external reviewer letters along with a short summary of the qualifications of each reviewer. For each summary, specify who prepared the summary and/or the source (e.g., provided by the reviewer, copied from the reviewer’s public information online, written by the candidate based on online information).

5. College Criteria (If available)

Approved College criteria are available here. Some colleges do not have criteria.

Note: If you do not have college criteria, please upload a blank page indicating N/A. It is helpful to name the document “N/A College Criteria.”

6. Department Criteria*

Approved criteria (must be marked approved by Faculty Excellence) are available here.

Note: If you do not have research activity to report, please upload a blank page indicating N/A. It is helpful to name the document “N/A Research Funding Reports.”

Unapproved criteria must not be uploaded.

7. Annual Assignments*

Single pdf of the following:

Please do not use Adobe Portfolio.

• Summary table (example table in Appendix)

• Annual assignment documents by year for all teaching, research, service, and administrative duties (if applicable).
• Assistant professors and tenure-earning faculty: Please provide annual assignments since hire.

Associate professors: Please provide all annual assignments since last promotion, or since hire.

8. Annual Evaluations*

Single pdf of the following:

*Please do not use Adobe Portfolio.*

• Summary table (example table in Appendix) of overall rating (e.g., outstanding, above satisfactory, etc.) in each area of assignment.

• Complete, signed, final versions of annual evaluations since arriving at UCF or last promotion.

9. Cumulative Progress Evaluations*

Single pdf of the following:

*Please do not use Adobe Portfolio.*

• Summary table (example table in Appendix), and

• Cumulative progress evaluations along with complete, signed, final versions of the evaluations, that includes evaluation period, overall rating (e.g., above expectation, at expectation, or below expectation) for all review levels (e.g., department, department chair, dean) with most recent evaluation at the beginning.
10. Research/Creative Activities Summary and Evidence*

**Single pdf** of the following:

*Please do not use Adobe Portfolio.*

- A **two to three-page** summary of your research and creative activities. Please state your research accomplishments, future research plans, and any other information you deem relevant. The summary is followed by evidence of your research and activity since joining UCF or your last promotion.

- If you include citation numbers and other impact metrics, provide a brief rationale for their sources.

*Note:* It is not necessary to upload an entire book, article, audio or video recording. You may link to an external source to support your activities (e.g., SoundCloud, YouTube, Vimeo). If you link to an external source, place the link in the pdf document and include the following statement for reviewers: “Please copy and paste each link into your web browser to view the external source.”

*Note:* If you do not have research activity to report, please upload a blank page indicating N/A. It is helpful to name the document “N/A Research/Creative Activities.”

11. Research Funding Reports*

**Official Office of Research funding report.** This report should include all active grants and/or contracts while in current rank.

*Note:* It is not necessary to upload an entire book, article, audio or video recording. You may link to an external source to support your activities (e.g., SoundCloud, YouTube, Vimeo, OneDrive). If provide a hyperlink, place the link in the document and **include the following statement** for reviewers: “Please copy and paste each link into your web browser to view the external source.”

*Note:* If you do not have research activity to report, please upload a blank page indicating N/A. It is helpful to name the document “N/A Research Funding Reports.”
12. Teaching Activities Summary and Evidence*

Single pdf of the following:

*Please do not use Adobe Portfolio.*

- A two to three-page summary of your teaching activities focusing on excellence and impact. You may include teaching methodology, pedagogical techniques, and any other information you deem relevant to support excellence in instruction since joining UCF or your last promotion. The summary is followed by evidence of your teaching excellence since joining UCF or your last promotion (e.g., syllabi demonstrating innovations, de-identified examples of assignments, assessments of instruction documenting achievement of student learning outcomes, DFW rates).

- Summary table of Student Perception of Instruction (SPoI) reports for each course (example in Appendix). The table should list each course taught by year/semester – and include the candidate, department and college overall effectiveness mean for each individual course.
  
  o The table is then followed with supporting pdfs of the last five years of student perception of instruction (SPoI) reports for each course taught.
  
  o If student comments are cited from a course, all comments from the course must be included.

- Other information/documentation you deem relevant (e.g., evidence of discovery, learning, and engagement and other evidence to support teaching activities).

13. Service Activities Summary and Evidence*

*Please do not use Adobe Portfolio.*

Provide a one to two-page summary of your service activities that includes, service to the college, university, profession, and community, including your specific role (e.g., member, chair, etc.) and any other documentation you deem relevant (e.g., email, invitation letter, thank you letter).
14. Other Assigned Duties (Optional)

Provide assigned duties and related supporting materials/evidence.

15. Other (Optional)

Information unrelated to sections 1 (Impact Statement) through 14 (Other Assigned Duties).
Additions to Dossier After Submission (Optional)

Use this section to upload a single PDF of each new accomplishment that happens after the dossier has been submitted. The sections will not appear until the dossier is submitted.

Additions to your dossier are allowed at any time prior to the provost’s recommendation.

Please use the corresponding section(s) for the new activity (e.g., new awards, publications, recent professional recognition):

2a. Curriculum Vitae

*New accomplishment text included in CV should be highlighted.*

4a. External Reviewers’ Letters and Credentials

6a. Department Criteria

7a. Annual Assignments

8a. Annual Evaluations

9a. Cumulative Progress Evaluations

10a. Research/Creative Activities Add’l Evidence

11a. Research Funding Reports

12a. Teaching Activities Add’l Evidence

13a. Service Activities Add’l Evidence

14a. Other Assigned Duties
**APPENDIX**

*The following tables are examples of how to present data; exact formatting is not necessary.*

### Annual Assignments Summary

<table>
<thead>
<tr>
<th>Semester &amp; Year</th>
<th>Teaching</th>
<th>Research</th>
<th>Service</th>
<th>Other</th>
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### Annual Evaluations Summary

<table>
<thead>
<tr>
<th>Evaluation Year</th>
<th>Teaching</th>
<th>Research</th>
<th>Service</th>
<th>Other</th>
<th>Overall Rating</th>
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</table>
Cumulative Progress Evaluation Summary

<table>
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<tr>
<th>Evaluation Period</th>
<th>Committee</th>
<th>Chair/Director</th>
<th>Dean</th>
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</table>

Student Perception of Instruction¹

<table>
<thead>
<tr>
<th>Term</th>
<th>Course Name</th>
<th>Faculty</th>
<th>Dept/School/Unit</th>
<th>College/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g., Fall YYYY</td>
<td>XXX NNN</td>
<td>4.0</td>
<td>4.5</td>
<td>2.0</td>
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</table>

¹ If student comments are cited from a course, all comments from the same course must be included.
OVERVIEW
This content manual presents a list of the documents required for instructors and lecturers to upload into the Promotion System.

Promotion
Dossier Contents
Instructors and Lecturers
Academic Year 2023-24
Contents
Candidate Information .............................................................................................................................................2

1. Impact Statement* ........................................................................................................................................3

2. Curriculum Vitae* ......................................................................................................................................3

3. College Criteria* .......................................................................................................................................5

4. Department Criteria* ................................................................................................................................6

5. Annual Assignments* ................................................................................................................................6

6. Annual Evaluations* ................................................................................................................................6

7. Philosophy of Teaching .............................................................................................................................6

8. Classes Taught* .........................................................................................................................................7

9. Student Perception of Instruction Reports* .............................................................................................7

10. Evidence of Innovation in Teaching and Learning* ................................................................................7

11. Evidence of Service* ...............................................................................................................................8

12. Evidence of Professional Development* ................................................................................................8

13. Evidence Related to Performance of Other Assigned Duties* ................................................................8

14. Evidence of Research/Scholarship* .........................................................................................................8

15. Teaching and Learning Grants* .............................................................................................................9

16. Summary Statement of Advising and Mentoring* ................................................................................9

17. Other (Optional) ....................................................................................................................................9

18. Additions to Dossier (Optional) ............................................................................................................10

APPENDIX ..................................................................................................................................................11
Important:

- Please do not use Adobe Portfolio.
- Access promotion system through MyUCF
- Candidate Navigation Manual is located under “Resources.”
- Starting and Updating Your P&T Dossier is available within “Video Tutorials.”
- Maximum file size for each uploaded attachment is 40 MB.
- The filename should be no more than 40 characters, including spaces.
- Each attachment item is a single pdf.
  - When combining pdfs that contain digital signatures, you must print to pdf and save each document individually then combine as one.
  - Name pdfs the same name as the system “Attachment Name.”
- No changes can be made to the original materials once the dossier is submitted, however, additions to your dossier are allowed at any time after submission, prior to the provost’s or provost’s designee’s recommendation.
- Be consistent with year order for all supporting materials (e.g., chronological), including tables. Summary tables (e.g., annual evaluations) allow reviewers to see all years immediately. Recommend beginning with most recent document.

Candidate Information

- Automatically populated.
- Items indicated by an asterisk (*) are required.
- Candidates applying to senior instructor or senior lecturer may include materials from the year they applied to associate instructor or associate lecturer.

  Note: Candidates must certify contents by selecting corresponding statements for the accuracy of reported publications, contracts, and grants.
Dossier Attachments

1. Impact Statement*

A one-page summary that highlights the impact of your major accomplishments and summarizes your teaching, research and creative activities, service, and administrative assignments (if applicable). The summary should provide an overview of the most significant aspects of your work since joining UCF, describing why it’s important and why it matters. Relate this work to the mission of the department, college, and university. If applicable, faculty with research, creative activity, and administrative assignments are encouraged to include related impacts within this statement.

Note:

- Use Microsoft Word default font Calibri or Times New Roman and font size 11 or 12 point. Don’t use small font sizes or narrow margins.

- It is helpful to reviewers when your statement is clear and concise.

COVID Impact Statements are uploaded within “Other.”

2. Curriculum Vitae*

Provide your most current vita as of the day you submit your dossier.

The vita should be thorough, concise, organized, complete and accurate. Please spell out acronyms prior to their use.

Note: Candidates are encouraged to work with their department chair, director, or unit head when writing their CV.

While there is no one template or model for a CV, it should be professional. Information that may be important to consider:

- Employment History

- Educational Background
• Honors and Awards
  o UCF awards and honors (e.g., incentive and excellence awards) should be presented separately with headings.
  o External awards: these awards and honors should be presented separately with headings (e.g., professional associations, national). Provide brief details to assist reviewers in understanding the significance of the honor (e.g., “Selection for this award is based on level of research productivity, quality of contributions, and sustained performance over a three-year period, one recipient, from a membership base of 10,000 scholars, is selected each year”).

• Research and Creative Activity
  o Publications
    ▪ Present in discipline specific, accepted bibliographic style.
    ▪ Provide a statement to assist reviewers that explains author order in works that include multiple authors (e.g., first author indicates greatest importance of contribution, student authors are listed first in publications, publications are presented in alphabetical order).
    ▪ Denote student authors by asterisk, underline, or other reference.
    ▪ Publications should be organized by category of work (e.g., refereed publications, non-refereed publications, books, proceedings, reviews, notes, letters), and sorted by date of publication beginning with the most recent work.
    ▪ Peer-reviewed publications should be presented separately with headings from non-refereed publications.
    ▪ Specify work that has been accepted and in press, with estimated date of publication.
o Contracts and Grants

  ▪ Present by funded and pending.

  ▪ Include source of grant, role (e.g., PI, Co-PI, senior personnel), percentage of credit (not indirect credit) assigned within UCF, funded amount of the grant or contract, and timeframe of funding distribution.

o Presentations

  ▪ Separate and distinguish presentations by type (e.g., invited, international, national, regional, state).

o Other research, scholarly and creative activity as appropriate (e.g., patents, licenses, performances).

• Teaching activity

  o List of courses taught and additional information that may help in contextualizing your instructional activity (e.g., course modality).

  o Theses and dissertations directed.

  o Other teaching and instructional activity as appropriate.

• Service activity

  o Professional, university, and community service (e.g., service to public schools, chairing professional association, editorial boards).

• Other information as applicable to your discipline.

3. College Criteria*

Approved College criteria are available here.

Note: If you do not have college criteria, please upload a blank page indicating N/A. It is helpful to name the document “N/A College Criteria.”
4. Department Criteria*

Approved Department criteria are available here.

Note: If you do not have unit criteria, please upload a blank page indicating N/A. It is helpful to name the document “N/A Department Criteria.”

5. Annual Assignments*

Single pdf of the following:

Please do not use Adobe Portfolio.

- Summary table (example in Appendix)
- Annual assignment documents by year for all teaching, research, service, and administrative duties (if applicable).
- Associate instructors and lecturers: Please provide all annual assignments since last promotion, or since hire.

6. Annual Evaluations*

Single pdf of the following:

Please do not use Adobe Portfolio.

- Summary table (example table in Appendix) of overall rating (e.g., outstanding, above satisfactory, etc.) in each area of assignment.
- Complete, signed, final versions of annual evaluations since arriving at UCF or last promotion.

7. Philosophy of Teaching

Include a one to two-page summary of your teaching philosophy. Resources to assist you are available on the Faculty Center for Teaching and Learning (FCTL) webpage (https://fctl.ucf.edu/teaching-resources/teaching-portfolios/).
8. Classes Taught*

Include a summary of classes taught in the last five years. A list of courses may be obtained from the Pegasus Portal at: Pegasus Portal.

Once logged in, on the left-hand column select “Course Info,” then “Faculty Courses.” Enter your Emplid, then select the “View Report” button for a list of courses.

*Note: The list excludes the previous academic year. Faculty will need to add their previous academic year courses taught to the list.

9. Student Perception of Instruction Reports*

Summary table for Student Perception of Instruction (SPoI) (example table in Appendix). The table should list each course taught by year/semester – and include the candidate, department and college overall effectiveness mean for each individual course. The table is followed by the last five years of student perception of instruction (SPoI) reports.

*Note: Please make sure that a SPoI is included for each course taught.

*Note: If student comments are cited from a course, all comments from the course must be included.

10. Evidence of Innovation in Teaching and Learning*

Single pdf of the following:

*Please do not use Adobe Portfolio.

- A two to three-page summary of your teaching activities focusing on excellence and impact. You may include teaching methodology, pedagogical techniques, and any other information you deem relevant to support excellence in instruction since joining UCF or your last promotion. The summary is followed by evidence of your teaching excellence since joining UCF or your last promotion (e.g., syllabi demonstrating innovations, de-identified examples of assignments, assessments of instruction documenting achievement of student learning outcomes, DFW rates). Please do not cut and paste from other sections of your dossier.
• Other information/documentation you deem relevant (e.g., evidence of discovery, learning, and engagement and other evidence to support teaching activities).

11. Evidence of Service*

Please do not use Adobe Portfolio.

Provide a one to two-page summary of your service activities that includes, service to the college, university, profession, and community, including your specific role (e.g., member, chair, etc.) and any other documentation you deem relevant (e.g., email, invitation letter, thank you letter).

12. Evidence of Professional Development*

Please do not use Adobe Portfolio.

Provide a one to two-page summary of your professional development for the last five years, along with any appropriate documentation.

Note: If you do not have professional development, please upload a blank page indicating N/A. It is helpful to name the document "N/A Professional Development."

13. Evidence Related to Performance of Other Assigned Duties*

Provide a one to two-page summary statement of other assigned duties (e.g., an administrative assignment, if applicable).

Note: If you do not have other assigned duties, please upload a blank page indicating N/A. It is helpful to name the document “N/A Other Assigned Duties.”

14. Evidence of Research/Scholarship*

Provide an Official Office of Research funding report. This report should include all active grants and/or contracts while in current rank.

Note: If you do not have research activity to report, please upload a blank page indicating "N/A Research/Scholarship."
**Note:** It is not necessary to upload an entire book, article, audio or video recording. You may link to an external source to support your activities (e.g., SoundCloud, YouTube, Vimeo, OneDrive). If you link to an external source, place the link in the pdf document and *include the following statement* for reviewers: “Please copy and paste each link into your web browser to view the external source.”

15. **Teaching and Learning Grants***

Provide a **one to two-page** summary of your grant activity, if applicable, along with relevant materials/documentation.

**Note:** If you do not have grant activity, please upload a blank page indicating “N/A Teaching and Learning Grants.”

16. **Summary Statement of Advising and Mentoring***

Provide a **one to two-page** summary statement of your advising and mentoring activities for the last five years, if applicable, along with relevant materials/documentation.

**Note:** If you do not have advising and mentoring activities, please upload a blank page indicating N/A.

17. **Other (Optional)**

Use this section to upload a single PDF of information unrelated to attachments 1 (*Impact Statement*) through 16 (*Summary Statement of Advising and Mentoring*).
18. **Additions to Dossier (Optional)**

Additions to the dossier are allowed at any time prior to the provost, or designee recommendation.

Please use the corresponding section(s) for new activity (e.g., new awards, publications, recent professional recognition). The sections will not appear until the dossier is submitted.

2a. **Curriculum Vitae**

New accomplishment text should be highlighted.

3a. **College Criteria**

4a. **Department Criteria**

5a. **Annual Assignments**

6a. **Annual Evaluations**

10a. **Evidence of Innovation in Teaching and Learning**
APPENDIX

The following tables are examples of how to present data; exact formatting is not necessary.

### Annual Assignments Summary

<table>
<thead>
<tr>
<th>Semester &amp; Year</th>
<th>% FTE Assignment</th>
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<tbody>
<tr>
<td></td>
<td>Teaching</td>
<td>Research</td>
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### Annual Evaluations Summary

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<tr>
<th>Evaluation Period</th>
<th>Rating</th>
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<th>Research</th>
<th>Service</th>
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</table>
**Student Perception of Instruction**

<table>
<thead>
<tr>
<th>Term</th>
<th>Course Name</th>
<th>Faculty</th>
<th>Dept/School/Unit</th>
<th>College/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g., Fall YYYY</td>
<td>XXX NNN</td>
<td>4.0</td>
<td>4.5</td>
<td>2.0</td>
</tr>
</tbody>
</table>

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1 If student comments are cited from a course, all comments from the course must be included.
# Post-Tenure Dossier Contents

**Associate Professors and Professors**

<table>
<thead>
<tr>
<th>File name in Post-Tenure Faculty Review System</th>
<th>Dossier Attachments – PDF Documents to upload</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 Overview Document</td>
<td>Post-tenure review overview document which includes instructional, research and creative activity, and service statements, use template provided.</td>
</tr>
<tr>
<td>02 CV</td>
<td>Curriculum Vitae Most current vita on the day you submit your dossier.</td>
</tr>
<tr>
<td>03 Annual Assignments</td>
<td>Annual assignments for the five-year review period.</td>
</tr>
<tr>
<td>04 Sabbatical Report</td>
<td>Final report of sabbatical activities if one was taken during the review period. If you did not take a sabbatical during the review period, upload a blank page indicating N/A.</td>
</tr>
<tr>
<td>05 Annual Evaluations</td>
<td>Annual Evaluations for the five-year review period. Complete and signed final versions.</td>
</tr>
<tr>
<td>06 Student Perceptions of Instruction</td>
<td>Student Perceptions of Instruction for all courses taught during the five-year review period (including comments).</td>
</tr>
<tr>
<td>07 College Criteria</td>
<td>Current approved college criteria are available at: <a href="https://facultyexcellence.ucf.edu/promotion/criteria/">https://facultyexcellence.ucf.edu/promotion/criteria/</a> If you do not have college criteria, upload a blank page indicating N/A.</td>
</tr>
<tr>
<td>08 Department Criteria</td>
<td>Current approved department criteria (must be marked approved by Faculty Excellence) are available at: <a href="https://facultyexcellence.ucf.edu/promotion/criteria/">https://facultyexcellence.ucf.edu/promotion/criteria/</a></td>
</tr>
<tr>
<td>09 Annual Evaluation Standards and Procedures</td>
<td>Current approved AESPs (must be marked approved by Faculty Excellence) are available at: <a href="https://facultyexcellence.ucf.edu/evaluations/annual-evaluation-standards-and-procedures/">https://facultyexcellence.ucf.edu/evaluations/annual-evaluation-standards-and-procedures/</a></td>
</tr>
</tbody>
</table>
Faculty Review and Optional Response to Chair Assessment and Dean Evaluation

Faculty should refer to the post-tenure review schedule and take note of the anticipated date for their 10 business days window for review of the chair assessment and dean evaluation.

<table>
<thead>
<tr>
<th>File name in Post-Tenure Faculty Review System</th>
<th>Dossier Attachments – PDF Documents to upload</th>
</tr>
</thead>
<tbody>
<tr>
<td>13_Faculty Response</td>
<td>Faculty will have a period of ten business days to review and submit optional response to the chair's assessment and dean's evaluation. After the ten days, faculty must push the &quot;Reviewed&quot; button to send the dossier forward.</td>
</tr>
</tbody>
</table>
UCF Post Tenure Review Process

Start Here for Your Post Tenure Review

This document reviews the first and fourth steps of the Post Tenure Review (PTR) process. The graphic below shows the entire process and highlights the steps reviewed in the document.

Work Center Tab & PTR Home Page

The graphics below illustrate the steps to begin your Post Tenure Review.
Step 1 – Faculty Dossier Upload

1. Check both Certification boxes.

2. Required Dossier Attachments:
   a. Select file name from drop-down, Select Attach > Locate respective PDF file > Upload. To add additional documents, select “+” after each entry to add a new row for the next dossier attachment.
   b. Regulation & General Dossier Requirement is available for your reference.

3. Select Submit to finish or Hold/Save to pause your progress and return later.
   a. To access dossier after Hold/Save, select Edit a Post Tenure Faculty Review Dossier in Progress as shown on page one.
Step 4 – Faculty Review/Response

Post Tenure Faculty Review Home Page & My Worklist

After you submit your dossier and it has been reviewed by the Department Chair and College Dean (steps two and three on the flowchart), return to the Post Tenure Faculty Review Home Page and select My Worklist.

In Worklist, you may have multiple items that have been routed to you. Your dossier will be blue link that is named, POSTTENURE: Post Tenure Review: Your Name. Click that link to proceed with your Faculty Response and initiate the next step in the PTR process. Note: DO NOT press Reassign (‘x’ shown below).
Review Chair and Dean Assessments and Dean Performance Rating

1. Chair Assessment is available in the attachment list.
2. Dean’s Letter is available in the attachment list.
3. Dean Rating is available on the top right of the page.

Add Your Faculty Response/Comments

1. Faculty Comments:
   a. Comments may be typed in the Faculty Comments box, or,
   b. Uploaded as a PDF attachment.
      i. To attach PDF: Click “+” Select “Faculty Response” > Attach > Locate respective PDF file > Upload.
      ii. If attaching a PDF response, please enter “See Attachment” in Faculty Comments.
2. Click Reviewed to finish or Hold/Save to pause your progress and return later.
   a. To access your dossier after Hold/Save, select Edit a Post Tenure Faculty Review Dossier in Progress on the Electronic Post Tenure Faculty Review home page.
Comprehensive Post Tenure Review

Policy 4-410
Responsible Authority Provost and Executive Vice President for Academic Affairs
Initiating Authority Provost and Executive Vice President for Academic Affairs
Effective Date 8/5/2023
Date of Origin 8/5/2023

APPLICABILITY/ACCOUNTABILITY

This policy applies to all tenured faculty at UCF.

BACKGROUND

The Board of Governors adopted BOG Regulation 10.003 Post-Tenure Faculty Review, effective March 29, 2023. In accordance with BOG Regulation 10.003 this policy requires a comprehensive post-tenure review every five years.

POLICY STATEMENT

The post-tenure review process for tenured faculty at UCF is intended to accomplish the following:

- Ensure high standards of quality and productivity among the tenured faculty of the university.
- Determine whether a tenured faculty member is meeting the responsibilities and expectations associated with assigned duties in research, teaching, service, and other assigned responsibilities, as well as compliance with state laws, Board of Governors’ regulations, and university regulations and policies.
- Recognize and honor a tenured faculty member’s exceptional achievement and provide an incentive for retention, as appropriate.
- When appropriate, refocus the academic and professional efforts of a tenured faculty member and take employment action.

In keeping with UCF’s commitment to academic freedom, the application of the criteria enumerated in this policy will not be used to infringe the faculty member’s academic freedom rights in their teaching, research, service, publications, participation in institutional governance, or statements as a citizen on topics of public concern.
Post-tenure review will include (1) the faculty member’s university-designated dossier of professional accomplishments related to their academic position and assigned duties, and (2) the faculty member’s disciplinary record in their personnel file covering the past five years. Discipline includes formal disciplinary action that has been documented in writing to the employee and for which an employee received a written reprimand or a more serious disciplinary action, such as a suspension, was taken. Any findings of an official investigation of non-compliance with applicable laws, regulations, or policies (including the Employee Code of Conduct) within the scope of their university employment will be included. In addition, the record may include information regarding an employee that is not currently in compliance with mandatory training at the time of dossier submission. Collectively, items one and two together are hereafter referred to as “the packet.”

PROCEDURES

Timing and Eligibility

Each tenured faculty member will have a comprehensive post-tenure review of five years of performance in the fifth year following the last promotion or the last comprehensive post-tenure review, whichever is later. For faculty hired with tenure, the hire date will constitute the date of the last promotion.

Tenured faculty in administrative roles (chairs, directors or higher with an administrative role of .50 FTE or greater) will be reviewed annually by their supervisors. Upon returning to a 0.51 or greater FTE non-administrative role, these faculty will undergo post-tenure review in the fifth year following a return to a predominantly non-administrative faculty appointment.

Exceptions to the timing of the comprehensive post-tenure review may be granted by the provost for extenuating or unforeseen circumstances, including but not limited to, faculty participating in the transition-to-retirement program, faculty with a set resignation date within the same academic year as the review, and faculty spending more than 160 hours on approved leave during one semester within the five-year period of review. Any exceptions granted to tenured faculty members will be disclosed in the provost’s report to the president and Board of Trustees on the outcomes of the comprehensive post-tenure review.

Review Requirements

Tenured faculty are expected to perform satisfactorily at teaching; research; scholarship or creative work; service; and other assigned responsibilities. Positive sustained contributions are expected in all assigned areas. Percent effort (or FTE) in these assignments may vary as a career evolves. A decrease in effort and thus expectation in one assigned area should be balanced with a simultaneous increase in effort and expectation in another assigned area. The comprehensive post-tenure review will include consideration of the following for the five-year review period:

- The level of accomplishment and productivity relative to the tenured faculty member’s assigned duties in research and creative activities, teaching, and service, and other assigned responsibilities, including clinical and administrative assignments.
• The faculty member’s history of professional conduct (positive and negative) (inclusive of the review requirements in BOG Regulation 10.003) and performance of academic responsibilities to the university and its students.

The guiding documents for this review including the measures of quality contained in them, will be the current approved academic unit, college, and university promotion and tenure criteria, and the current approved academic unit annual evaluation standards and procedures (AESPs).

Performance rating categories for post-tenure review will include the following:

**Exceeds expectations**: Performance is appreciably better than that of the typical faculty member of the candidate’s present rank and field at major research universities. Sustained and satisfactory professional conduct and performance of academic responsibilities and compliance with state law, Board of Governors’ regulations, and university regulations and policies must be evident.

**Meets expectations**: Performance meets expected level of accomplishment compared to faculty across the tenured faculty member’s rank, discipline, and unit. There must be evidence of a satisfactory overall performance rating in each annual evaluation during the last 5 years; sustained and satisfactory professional conduct and performance of academic responsibilities; and compliance with state law, Board of Governors’ regulations, and university regulations and policies.

**Does not meet expectations**: Performance falls below the typical range of annual variation in performance compared to faculty across the tenured faculty member’s discipline and unit but is capable of improvement. Less than satisfactory ratings in any area of assignment may lead to a rating of does not meet expectations. Unsatisfactory professional conduct or non-compliance with state law, Board of Governors’ regulations, and university regulations and policies is documented.

**Unsatisfactory**: Performance falls below the typical range of performance compared to faculty across the tenured faculty member’s discipline and unit without indications that improvement is possible; failure to meet expectations that reflect a tenured faculty member’s disregard or failure to follow previous advice or other efforts to provide correction or assistance: performance that involves incompetence or misconduct as defined in applicable university regulations and policies or collective bargaining agreement; demonstrated a pattern of failing to perform duties assigned by the university; or a pattern of violations of applicable state and federal law and applicable published college, university, and Board of Governors regulations, policies, and procedures.

**Process Requirements**

• All tenured faculty members who are required to complete a dossier will receive notification and instructions by April 1 each year. Faculty who believe they have special circumstances that may affect the process will have 30 days after notification to communicate any concerns to Faculty Excellence.

• The post-tenure review process will take place at the beginning of each academic year. Specific deadlines will be posted on the Faculty Excellence webpage. The tenured faculty member will complete a dossier using a university designated template. This dossier requires information that highlights accomplishments and demonstrates
performance relative to assigned duties over the previous five years. The faculty member will submit the dossier to the appropriate academic unit leader (chair/director) where the faculty member’s tenure resides. Failure to submit the complete dossier to the academic unit leader by the required deadline will result in a final performance rating of “unsatisfactory.”

- It is the responsibility of the faculty member to ensure the information in the dossier is complete, up-to-date, and accurate.
- The university designated dossier will include the following relevant to the faculty member’s tenure-granting unit:
  - Post Tenure Review Overview Document which includes instructional, research and creative activity, and service statements.
  - Current CV
  - Annual Assignments for the five-year review period
  - Final report of sabbatical activities if one was taken during the review period.
  - Annual Evaluations for the five-year review period
  - Student Perceptions of Instruction for all courses taught during the five-year review period (including comments)
  - Current approved Promotion and Tenure Criteria for the college and department
  - Current approved University Promotion and Tenure Criteria (Regulation 3.015)
  - Current approved Annual Evaluation Standards and Procedures (AESP)

- The faculty member’s department/school level unit head will review the completed dossier, and the tenured faculty member’s disciplinary file, covering the previous five years.
- Using a university-provided template, the faculty member’s department/school level unit head will provide a brief written assessment of the level and quality of achievement and will certify that the letter includes, if applicable, any concerns regarding professional conduct, academic responsibilities, or performance of assigned duties during the period under review. The unit head will not assign a performance rating.
- The faculty member’s department/school level unit head will forward the packet (dossier and disciplinary records), including all relevant records and the unit head’s letter, to the appropriate college dean for review.
- Using a university-provided template, the dean of the college will add to the packet a brief letter assessing the level and quality of achievement during the period under review. The dean’s letter will include any concerns regarding professional conduct, academic responsibilities, or performance. The letter will also include the dean’s recommended performance rating using the rating scale above. The dean shall take into consideration the FTE in each area of assignment when recommending a performance rating.
- After the dean’s review, the faculty member will have a period of ten business days to review and respond to the chair’s assessment and the dean’s evaluation. After ten days, the packet will move to the provost for review.
- With guidance and oversight from the university president, the provost will review the submitted material and assess the faculty member’s performance.
- The provost may request assistance from a university advisory committee in formulating an assessment.
- The provost will rate the tenured faculty member’s performance of academic responsibilities, professional conduct, and compliance with state law, Board of Governors’ regulations, and university regulation and policies (including the Employee
Code of Conduct) during the review period. The provost may accept, reject, or modify the dean’s recommended rating.

Each tenured faculty member reviewed will receive one of the following performance ratings, as defined above, from the provost:

1. Exceeds expectations
2. Meets expectations
3. Does not meet expectations
4. Unsatisfactory

The provost will notify the faculty member, the faculty member’s unit head, and the appropriate college dean of the outcome of the comprehensive post-tenure review by the date posted in the Post-Tenure Review Schedule.

Outcomes

For each tenured faculty member who receives a final performance rating of “exceeds expectations” or “meets expectations,” the appropriate college dean, in consultation with the faculty member’s unit head, will recommend to the provost appropriate recognition and/or compensation in accordance with the faculty member’s performance and university regulations and policies. The provost will make the final determination regarding recognition and/or compensation.

For each tenured faculty member who receives a final performance rating of “does not meet expectations,” the appropriate college dean, in consultation with the faculty member’s unit head and the faculty member, will propose a performance improvement plan to the provost.

- The plan must include a deadline for the faculty member to achieve the requirements of the performance improvement plan. The deadline may not extend more than 12 months past the date the faculty member receives the performance improvement plan.
- The plan will indicate how specific deficiencies in a faculty member’s performance will be remedied.
- The plan must list specific deficiencies and outline the activities to be undertaken to achieve the necessary outcomes, set timelines for achieving goals and outcomes and indicate the criteria for assessment.
- The provost will make final decisions regarding the requirements of each performance improvement plan.

Each tenured faculty member who fails to meet the requirements of a performance improvement plan by the established deadline will receive a notice of termination from the provost for incompetence or misconduct, as applicable pursuant to the applicable university processes.

Each faculty member who receives a final performance rating of “unsatisfactory” will receive a notice of termination from the provost for incompetence or misconduct, as applicable pursuant to the university processes.

Final decisions regarding post-tenure review may be appealed under university regulations or collective bargaining agreements, as applicable to the employee.
Reporting

The provost will report annually to the president and the UCF Board of Trustees on the outcomes of the Post-Tenure Review process.

Beginning January 1, 2024, and then every three years thereafter, the university will conduct an audit on the Post-Tenure Review Process for the prior fiscal year and submit it to the Board of Trustees by July 1 of that year. The audit report will include: (1) the number of tenured faculty members that received each of the four ratings in the Recommended Performance Rating Scale from the provost, (2) the outcome in cases of each rating category, and (3) any findings of non-compliance with applicable laws and regulations.

The UCF Board of Trustees will consider the audit report outlined above in its next meeting following the audit report’s publication. The audit report cannot be a consent agenda item and must be presented to the Board by the Chief Audit Executive. The audit report must be provided to the Board of Governors, as specified in BOG Regulation 10.003(6)2.b.-c.

CONTACTS

Faculty Excellence

RELATED INFORMATION

Section 7(d), Art. IX, Fla. Const., Section 1001.706(6)(b), Florida Statutes

BOG Regulations 1.001 and 10.003

UCF Regulation 3.010
Outreach Programs
Office of Diversity and Inclusion (ODI) & iSTEM
UCF College of Engineering and Computer Science - Outreach

The Center for Initiatives in STEM (iSTEM) offers a wide berth of STEM outreach programs, activities and support services relating to engineering education, diversity, and our college's mission to recruit and retain students.

Dr. Melissa Dagley (Executive Director) - (407) 823-6230 - e-mail: melissa.dagley@ucf.edu

iSTEM has as its core mission to promote and enhance CECS and COS collaborative efforts on STEM education and research. iSTEM has developed close ties with other colleges, centers, and institutes on campus, as well as other stakeholders with a similar interest in STEM initiatives. This includes both STEM and non-STEM units with an interest in STEM-related education. iSTEM serves STEM interested K12, undergraduate and graduate students as well as faculty looking to collaborate on STEM education and research initiatives. Specific to Outreach, iSTEM’s goal is to increase awareness of STEM education and professional opportunities among K12 students to encourage more individuals – especially women and underrepresented minorities – to pursue a STEM career. iSTEM is a university-wide resource for STEM faculty to connect with local, state and national schools and other industry, educational and professional organizations interested in K12 engineering education. We develop pre-college engineering educational partnerships that focus on STEM programs. This supports our college's recruitment mission and expands K12 engineering education programs to students and teachers in UCF’s service area, across Florida and nationally.

Some of our outreach programs include:

- **STEM Day** - A university-wide activity to showcase and promote all things STEM occurring on the UCF campus. For one day each fall and spring, students, faculty, staff, departments, and centers are asked to showcase their STEM efforts to the public. Geared toward K12 students, teachers, and parents activities include labs, observatory and arboretum tours, demonstrations, undergraduate research, and hands-on projects all promoting the latest UCF innovations.

- **STEM Ambassadors** - Representatives from the STEM undergraduate disciplines are invited to participate as an ambassador. Ambassadors will receive communication and presentation skills training and will represent the STEM disciplines at activities both on and off-campus. Applications are accepted during the fall of each academic year.

- **The Florida Engineering Education Conference (FEEC)** - An annual event to showcase pre-college engineering education programs in Florida and share with conference attendees' new programs, tools and resources to help bring engineering to their classrooms.

- **The Summer Institute @ UCF** - (SI@UCF) Intensive one to three-week programs for gifted and high-achieving students who have an interest in learning the foundations of the
STEM disciplines (i.e., computer science, competitive programming, biology, physics, cyber security, etc.). The programs offer a mix of activities designed to maximize learning through hands-on, individualized instruction with outstanding instructors.

- **SECME Regional Competition** - Our office works with industry and governmental organizations to provide competitive hands-on engineering experiences to underrepresented students in elementary, middle and high schools in Brevard, Orange, Seminole and Volusia County districts. In the week leading up to E-Week, the following competitions are held at UCF: Design (Mousetrap Car), Essay, Bridge, Water Rocketry, Coding, Energy Transfer Machines, Egg Drop and Glider. Support for the Competition continues to be dependent on industry and CECS support.

- **Train the Trainer SECME Workshop** - One day teacher training workshop on SECME related hands-on engineering activities. Teachers from elementary, middle and high schools that are involved with SECME programs are invited to campus and trained on the best practices in design of the activities students compete in during the regional SECME competition so that they will be well equipped to prepare the students for the yearly competition.

- **Camp Connect** - A 5-day summer camp aimed at increasing student diversity in engineering and computer science, specifically targeted to 8th-12th graders from underrepresented communities. Campers receive an overview of each engineering department, meet professors, visit laboratories, do hands-on activities, and learn how to best prepare for an engineering education through instruction and team project. Students can continue participation in subsequent years through Camp Connect II and Advanced.

- **GLAMPing (Girls Leading and Making Program)** is a week-long day camp for rising 6th and 7th grade girls that is designed to promote future careers and leadership in science and engineering. The Campers, or “Glampers” are introduced to several of our nation’s engineering ‘Grand Challenges’ (as defined by the National Science Foundation – NSF) and the week’s curriculum explains how scientists and engineers can address these challenges. More importantly, the camp provides students with hands-on experiences in a lab, or makerspace, to encourage creativity and build skills that can help them better comprehend engineering concepts, improve their confidence, and increase their understanding of technical topics. Additionally, the UCF SLAM (Science Leadership and Mentoring) program covers topics of leadership and self-esteem that help the Glampers learn the skills necessary to become the STEM leaders of tomorrow.

- **CECS Women’s Banquet** - celebrates the achievements of women in engineering and computer science. Each year, a woman in engineering or computer science is honored for their work and/or efforts to broaden the participation of women in their respective field.

- **Work with professional student organizations** - SWE, NSBE and SHPE to support events involving undergraduate student organizations serving as their mentors and advocates.

- **Research Education and Outreach Support Letters** - Provide support letters to faculty that address the outreach and undergraduate research components of their proposals.

Please feel free to contact our office for any additional information.
HONORS UNDERGRADUATE THESIS PROGRAM

Definition

The Honors Undergraduate Thesis program in Engineering and Computer Science offers outstanding undergraduate engineering and computer science majors an enriched educational experience that significantly augments the basic College curriculum. Honors Undergraduate Thesis students comprise a select group of academically superior students who commit, upon acceptance to the program, to do intense work in a chosen area. The work extends beyond ordinary course requirements and ordinary standards of performance.

Purpose

The purpose of the program is to provide exceptional students with an opportunity to express their creativity and problem-solving abilities through challenging coursework and participation in active research projects. In addition, the program exposes students to a wide variety of issues dealing with the role of engineers and computer scientists, and the impact of their professions in society.

Eligibility

Any student meeting the admission criteria described below is eligible for participation in the program, furthermore, sponsorship by a College of Engineering and Computer Science faculty member is required. Exceptions to the eligibility criteria may be made by the College Honors Committee in individual cases, upon submission of an appeal and recommendation by a sponsoring faculty member to the Office of Honors Research. Any questions regarding eligibility can be addressed to CECS Honors Director, Dr. Manoj Chopra, at the CECS Academic Affairs Office, email: chopra@ucf.edu or ext. 3-2455, location Engineering Bldg. 1, Room 107F.

Admission Requirements:

At a minimum, the following criteria are the admission requirements for the Honors Undergraduate Thesis Program:

- Sixty (60) hours of college credit.
- Twelve (12) graded upper division credit hours at UCF.
- A minimum UCF or overall GPA of at least 3.4

Exceptions to the eligibility criteria may be made by the College Honors Committee in individual cases, upon submission of an appeal and recommendation by a sponsoring faculty member to the Office of Honors Research.
Application for admission to the Honors Undergraduate Thesis Program must be obtained from the Office of Honors Research in the Burnett Honors College. Students in the College of Engineering and Computer Science must consult Dr. Manoj Chopra, Engineering 1, Room 107. For more information about The Burnett Honors College Programs, please visit their homepage at http://honors.ucf.edu

**Graduation Requirements:**

To graduate with Honors Undergraduate Thesis, a student must complete a minimum of the following:

- Three credit hours of Honors Directed Readings (4903H) earned with A, B, or S grade
- Three credit hours of Honors Thesis (4970H)
- Successful oral defense and approval of the thesis or project.

Optional credits of Directed Readings and Thesis may be taken if required by the project and approved by the supervising faculty.
Inventory of Property
INVENTORY OF PROPERTY

State Mandate:

All properties purchased with budget monies or research funds belong to the State of Florida. Faculty, staff and students are only users or borrowers of state-owned equipment, and are held accountable for its working condition, change of location and loss.

Procedure: All of the following is done on-line.

- Repairs
- Change of Location (Any change in Office or Research locations must be reported.)
- Lost and Stolen items
- Surplus items
- Cannibalized items
- Off Campus use (Must have a completed and updated form at all times.)

Any questions, please call the property custodian in your department or Pete Alfieris at x3-2942 or email at Peter.Alfieris@ucf.edu

DEPARTMENT PROPERTY CUSTODIANS

Dean’s Office Pete Alfieris (407) 823-2942
Academic Affairs Office Pete Alfieris (407) 823-2942
Advance Materials Processing & Analysis Kirk Scammon (407) 882-1514
Civil, Environmental & Const. Engineering Yeong-Ren Lin (407) 823-5686
Computer Support Pedro Cordero (407) 823-4759
Computer Science Ivan Colon Torres (407) 823-5426
Electrical Engineering David Douglas (407) 823-5797 or 2422
Industrial Engineering Pete Alfieris (407) 823-2942
Materials Science Engineering Pete Alfieris (407) 823-2942
Mechanical & Aerospace Engineering Abdul Benwali (407) 823-5449