



FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE

Wednesday, September 5, 2018
12:00 p.m. **approximate start time*
Florida International University
Modesto A. Maidique Campus
Graham Center Ballrooms

Committee Membership:

Claudia Puig, *Board Chair*; Jose J. Armas, *Board Vice Chair*; Cesar L. Alvarez; Leonard Boord;
Gerald C. Grant, Jr.; Justo L. Pozo

AGENDA

- | | |
|---|-----------------------|
| 1. Call to Order and Chair's Remarks | Claudia Puig |
| 2. Approval of Minutes | Claudia Puig |
| 3. Action Items | |
| G1. 2018 Florida Educational Equity Act Report | Shirlyon J. McWhorter |
| G2. Ratification of the 2018-2021 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida (UFF) – FIU Chapter* | Kenneth G. Furton |
| G3. Updated Exclusion Resolution and Designation of Key Management Personnel and Delegation of Authority | Kenneth G. Furton |
| 4. New Business <i>(If Any)</i> | Claudia Puig |
| 5. Concluding Remarks and Adjournment | Claudia Puig |

**pending ratification by the United Faculty of Florida – FIU Chapter*

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

September 5, 2018

Subject: Approval of Minutes of Meetings held: May 23, 2018 and June 6, 2018

Proposed Committee Action:

Approval of Minutes of the Governance Committee meetings held on Wednesday, May 23, 2018 and Wednesday, June 6, 2018 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Background Information:

Committee members will review and approve the Minutes of the Governance Committee meetings held on Wednesday, May 23, 2018 and Wednesday, June 6, 2018 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Supporting Documentation: Minutes: Governance Committee Meetings, May 23, 2018 and June 6, 2018

Facilitator/Presenter: Claudia Puig, *Governance Committee Chair*

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
MAY 23, 2018**

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Governance Committee meeting was called to order by Board Chair Claudia Puig on Wednesday, May 23, 2018 at 11:12 a.m. at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Board Chair Puig welcomed all Trustees and University faculty and staff to the meeting.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and verified a quorum. Present were Trustees Claudia Puig, *Board Chair*; Jose J. Armas; Leonard Boord; Gerald C. Grant, Jr.; and Justo L. Pozo.

Trustee Cesar L. Alvarez was excused.

Trustees Dean C. Colson, Michael G. Joseph, Marc D. Sarnoff, Jose L. Sirven, III, Rogelio Tovar, and Kathleen L. Wilson, and University President Mark B. Rosenberg were also in attendance.

2. Approval of Minutes

Board Chair Puig asked if there were any additions or corrections to the minutes of the December 8, 2017 Governance Committee meeting. A motion was made and passed to approve the minutes of the Governance Committee meeting held on Friday, December 8, 2017.

General Counsel Castillo presented an overview of the process that the Committee would follow in relation to the review of the Annual Accountability Plan, President's management review, University and President's Performance Goals and the University President's Incentive Goals.

3. Action Items

G1. Florida International University Annual Accountability Plan, 2016-17

Provost and Executive Vice President Kenneth G. Furton provided an overview of FIU's 2016-17 Annual Accountability Plan, noting that this is a report that combines the previous Annual Accountability Report and University Work Plan into one new document. He added that the report focuses on the University's achievements for the previous academic year (2016-17) in the areas of degree production, research expenditures, and key University achievements.

Provost Furton presented key institutional achievements, highlighting various significant accomplishments in the areas of (1) academic and career success; (2) preeminent programs; and (3) StartUP FIU. He noted that the U.S. Food and Drug Administration granted an investigational device exemption for the first-in-human trial for the neural-enabled prosthetic hand system developed by Ranu Jung, Chair of the Department of Biomedical Engineering. He pointed out that FIU was recognized at the Florida Campus Compact Annual Awards Gala as the Engaged Campus of the Year for 2017 for advancing the purposes of higher education while improving community life and educating students for civil and social responsibility.

Provost Furton detailed the outcomes of the University's performance for 2016-17 and proposed goals through 2021 in terms of the 10 Florida Board of Governors (BOG) Performance Based Funding Model metrics. He noted that while the University did not meet objectives related to the percent of bachelor's graduates employed or continuing their education one year after graduation and the university access rate, FIU ranked second in the state in both areas. He also delineated the outcomes of the University's performance for 2016-17 and proposed objectives through 2021 in terms of the BOG's preeminent funding metrics. He provided an overview of the University's goals in the areas of teaching and learning and scholarship, research, and innovation and stated that the bachelor's, master's, and doctoral programs under consideration for academic year 2018-19 are all in areas of strategic emphasis.

In response to Trustee Leonard Boord's inquiry on the expenses and profitability associated with patent production, Provost Furton noted that the University has a long-term approach aimed at fostering a greater interaction between public research and industry to accelerate the translation of that research into new products that drive economic growth. Provost Furton stated that the University's increased patent portfolio also responds to the BOG's goal relating to the number of startup companies created. Trustee Boord requested a bi-annual report detailing the revenues and expenses associated with the University's patent production. Trustee Michael G. Joseph requested a budget analysis in terms of the University's office of Innovation and Economic Development.

Trustee Dean C. Colson recommended that the University include the number of transfer students when reporting total enrollment figures. In response to Trustee Boord's inquiry regarding FIU's planned online education growth as reported to the BOG, Provost Furton explained that while the University's largest incremental growth in online education is at the undergraduate level, it is largely in areas of non-strategic emphasis. Provost Furton noted Trustee Kathleen L. Wilson's request to include the University's Values Statement in future Accountability Plans, but stated that the BOG provides the template and restricts the word count.

A motion was made and passed that the FIU Board of Trustees Governance Committee recommend that the Florida International University Board of Trustees (1) approve Florida International University's Annual Accountability Plan as provided in the Board materials and (2) delegate authority to the University President to perform final editing as needed and to amend consistent with comments received from the Board of Governors.

G2. President's Management Review, 2016-17

Board Chair Puig noted that, as is required by BOG Regulation, she solicited input from BOG Chair Ned C. Lautenbach regarding President Rosenberg's annual performance evaluation. She added that

Chair Lautenbach provided positive feedback in terms of the University's and President's performance.

Provost Furton presented the University and President's Performance Goals and Results Self-Evaluation Scorecard for the 2016-17 academic year, detailing the outcomes of the 10 BOG Performance Based Funding Model metrics. He noted that the University achieved and/or exceeded six of the 10 goals. He added that the University did not meet the 69.5% objective for the metric pertaining to the percent of bachelor's graduates employed or continuing their education one year after graduation, pointing out that the University has initiated enhanced tracking systems that can capture data from states not included in BOG reporting and that also accounts for military service. He further stated that while the goal pertaining to increasing the median full-time wages of undergraduates employed one year after graduation was not met, the median wages increased by \$500 on average. He mentioned that the University did not meet the goal of achieving an access rate of 52% or greater and that while the University did not achieve the objective of increasing bachelor's degrees awarded to minorities to 86%, the actual number of degrees awarded to minorities increased from 7,029 to 7,374.

Board Chair Puig led the discussion on the President's Management Review for the 2016-17 academic year. The Committee discussed the President's performance during the 2016-17 academic year based on his achievement of the mutually agreed upon goals. Board Chair Puig further noted that, on behalf of the Committee, she would present a written assessment and recommended performance rating for Board consideration. The Committee members recognized that specific goals were not fully achieved, but commended President Rosenberg for his outstanding leadership and remarkable outreach efforts. Trustees concurred that while four goals were not achieved, the University should be commended in its overall performance.

A motion was made and passed that the FIU Board of Trustees Governance Committee recommend for Board of Trustees' approval a "Superior" performance rating to President Rosenberg for his leadership of Florida International University during the 2016-17 academic year.

Board Chair Puig noted that per the third amendment to Dr. Rosenberg's employment agreement, the Board could, in its discretion, annually award Dr. Rosenberg incentive compensation of up to \$100,000 for the 2016-17 academic year based on the sub-set of goals established as Dr. Rosenberg's incentive goals. Board Chair Puig added that the Board has delegated the Governance Committee with the responsibility of carrying out the award of incentive compensation.

President Rosenberg detailed the outcomes of the Presidential Incentive Goals for the 2016-17 academic year, reporting that the University exceeded and/or far exceeded the goals. He also presented an overview of other University accomplishments, highlighting that for the second consecutive year, FIU ranked among "America's Best Employers" by Forbes, up to #34 from 2015, #2 in Florida and that the Chronicle of Higher Education named FIU to its "Great Colleges to Work For" list. He noted that the College of Business online graduate programs posted double-digit gains in the *U.S. News & World Report* rankings (from 46th in 2015 to 16th in 2017) and that the College of Law ranked #1 in the Florida bar exam passage rates for the third consecutive time. He stated that Dr. Jeff Boyd, Professor of Human and Molecular Genetics, received the 2016 Rosalind Franklin Excellence in Ovarian Cancer Research Award presented by the Ovarian Cancer Research

Fund Alliance. President Rosenberg added that the University's largest NIH grant to-date (\$13.1 million) will establish Florida's first Health Disparities Research Center at a Minority Institution with 34 faculty from three FIU colleges.

President Rosenberg presented the 2018-19 University President's Incentive Goals for Committee review and approval, noting that the goals focus on key aspects of the University's activity, including patent production, non-medical science and engineering research expenditures, fundraising, doctoral degree production, community engagement, and the added goal pertaining to the availability and review of unit budget management and efficiencies.

A motion was made and passed that the FIU Board of Trustees Governance Committee award President Rosenberg \$100,000 in incentive compensation for the 2016-17 academic year.

G3. University and President's Performance Goals, 2018-19

Provost Furton presented an overview of the University and President's Performance Goals for the 2018-19 Academic Year as included in the Accountability Plan.

G4. University and President's Incentive Goals, 2018-19

President Rosenberg presented the University and President's Incentive Goals, 2018-19 as part of Agenda Item G2.

The FIU Board of Trustees Governance Committee deferred the University and President's Performance Goals and the President's Incentive Goals for the 2018-19 academic year to the Full Board in order to review the proposed goals in terms of the projections for the University's performance metrics rankings.

4. New Business

No new business was raised.

5. Concluding Remarks and Adjournment

With no other business, Board Chair Claudia Puig adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Wednesday, May 23, 2018 at 12:57 p.m.

Trustee Requests	Follow-up	Completion Date
1. <i>Trustee Leonard Boord requested a bi-annual report detailing the revenues and expenses associated with the University's patent production.</i>	<i>Provost and Executive Vice President Kenneth G. Furton</i>	<i>December meeting</i>
2. <i>Trustee Michael G. Joseph requested a budget analysis in terms of the University's office of Innovation and Economic Development.</i>	<i>Provost and Executive Vice President Kenneth G. Furton</i>	<i>December meeting</i>

3. <i>Trustee Dean C. Colson recommended that the University include the number of transfer students when reporting total enrollment figures.</i>	<i>Provost and Executive Vice President Kenneth G. Furton</i>	<i>Ongoing</i>
4. <i>Trustee Kathleen L. Wilson requested that the University's Values statement be included in future Accountability Plans.</i>	<i>Provost and Executive Vice President Kenneth G. Furton</i>	<i>Ongoing, if permitted by BOG</i>

MB 5.26.18

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
JUNE 6, 2018**

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Governance Committee meeting was called to order by Board Chair Claudia Puig on Wednesday, June 6, 2018 at 12:23 p.m. at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

Board Chair Puig welcomed all Trustees and University faculty and staff to the meeting.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and verified a quorum. Present were Trustees Claudia Puig, *Board Chair*; Cesar L. Alvarez; Jose J. Armas; Leonard Boord; Gerald C. Grant, Jr.; and Justo L. Pozo (by phone).

Trustees Dean C. Colson, Michael G. Joseph, Natasha Lowell, Marc D. Sarnoff, Jose L. Sirven, III, Rogelio Tovar, and Kathleen L. Wilson, and University President Mark B. Rosenberg were also in attendance.

2. Action Item

G1. Amendments to Employment Agreement for President Mark B. Rosenberg, for 2019-2020 Term

Board Chair Puig explained that pursuant to the President's current employment agreement, which continues until August 3, 2019, a contract extension must be formalized in an agreement by no later than October 1, 2018. Board Chair Puig noted that included in the meeting materials was a Term Sheet that delineated the amendments that would form the President's employment agreement for a third term, from 2019-2020. Chair Puig added that, if approved by the Committee and the full Board, she would enter into a contract extension document with the President on the terms set forth in the Term Sheet and noted that the President's consideration for reappointment would then be submitted to the Florida Board of Governors for final approval.

At the request of Chair Puig, General Counsel Castillo reviewed the Term Sheet, pointing out that there no proposed changes to a number of the contractual terms and summarized the key proposed changes and provisions.

In response to Trustee Leonard Boord's inquiry, General Counsel Castillo explained that while President Rosenberg would be eligible for a retention bonus upon the conclusion of the current employment agreement, there was no provision for a retention bonus in the 2019-2020 extension

term. In response to Trustee Cesar L. Alvarez's inquiry, General Counsel Castillo indicated that renewals of presidential employment contracts are limited to one-year terms by the Florida Board of Governors.

Hearing no further discussion, a motion was made and passed that the FIU Board of Trustees Governance Committee recommend FIU Board of Trustees (the "BOT") (i) approval of amendments to the employment agreement for President Mark B. Rosenberg for the 2019-2020 Term, as described in the Term Sheet, and (ii) authorization for the Chair of the BOT to execute, on behalf of the BOT, a contract document with language carrying forward the current contract provisions as amended per the Term Sheet.

3. New Business

No new business was raised.

4. Concluding Remarks and Adjournment

With no other business, Board Chair Claudia Puig adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Wednesday, June 6, 2018 at 12:35 p.m.

There were no Trustee requests.

MB 6.11.18

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee**

September 5, 2018

Subject: 2018 Florida Educational Equity Act Report

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees approve the 2018 Florida Educational Equity Act Report.

Background Information:

In accordance with Florida Board of Governors Regulation 2.003, Equity and Access, Florida International University has prepared an annual Florida Equity Report for 2017-18 that encompasses enrollment, gender equity in athletics, and employment.

The Florida International University Board of Trustees must approve the annual University's Equity Report prior to submission to the Florida Board of Governors.

The University President shall submit the Report to the Chancellor of the State University System.

Florida Board of Governors Regulation 2.003 Equity and Access (5) provides that each university shall prepare an annual Florida Equity Report in accordance with Regulation 2.003 and reporting guidelines established by the Board of Governors Office.

Supporting Documentation: 2018 Florida Educational Equity Act Report

Facilitator/Presenter: Shirlyon J. McWhorter

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2018 Florida Educational Equity Act Report

Florida Equity Report:

Enrollment, Sex Equity in Athletics, and Employment
Report Year: 2018



Data Year: July-June, 2016-2017

Approved by:

Claudia Puig
Chair, University Board of Trustees

Date

Dr. Mark B. Rosenberg
University President

Date

Submitted by:

Shirlyon J. McWhorter, Esq., Director
Equal Opportunity Programs & Diversity
Florida International University
11200 SW 8th Street, PC-321, Miami, FL 33199
Phone: (305) 348-2785
Email: smcwhort@fiu.edu

Date Sent: _____

2018 FLORIDA EQUITY REPORT AY 2016-2017

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PART I. EXECUTIVE SUMMARY

The Annual Florida Equity Report is required under Florida statutes as follows: The Florida Educational Equity Act (FEEA) (Section 1000.05 F.S.) and the Florida Board of Governors (BOG) Regulation 2.003 Equity and Access. The reports from each public university in Florida encompass academic program analyses; review of student services; review of gender equity in athletics; and analyses of employment in key areas.

Miami's Florida International University (FIU) has two main campuses: the Modesto A. Maidique Campus (MMC) in West Miami-Dade County and the Biscayne Bay Campus (BBC) in North Miami. Sixty-seven percent of students who attend the University are Hispanic, making FIU one of the top granters of bachelor's degrees to Hispanic undergraduates.

The Annual 2018 FEEA Report encompasses five areas: Policies and Procedures, Academic Program Reviews, Intercollegiate Athletics, Employment Representation and Other Requirements. The essence of these reports serves as a reaffirmation of the commitment of FIU toward enhancing the representation of women, minorities, and other underrepresented groups in FIU's undergraduate, graduate, and professional programs; athletics, faculty, academic, and administrative positions.

FIU continues its commitment to the success of our faculty, staff, and students. The University has received many accolades and implemented student success initiatives. FIU made *The Chronicle of Higher Education's* 2018 "Great Colleges to Work For®" list with Honor Roll designation for the third consecutive year. This is the fourth time FIU has been recognized by *The Chronicle*. FIU also ranks second among public universities in the state, according to the performance scores released by the Florida Board of Governors (BOG).

A. Description of Plan Development

The guidelines for this report were provided by the Florida BOG, which oversees the State University System (SUS) of Florida. The FIU Office of Equal Opportunity Programs and Diversity (EOPD) assembled a committee comprised of representatives from the Office of the Provost, Student Affairs, Academic Budget Office, Athletics, University Graduate School, Human Resources, Analysis and Information Management, Enrollment Management and Services, and other offices to complete this report. The FEEA Report is prepared by FIU's Director of EOPD with the assistance of the Equity Report Committee and approved by the University President and the FIU Board of Trustees (BOT). In addition the report is presented to the Governance Committee (BOT) before it is approved by the full Board.

In conclusion, FIU complies with state non-discrimination and Equity Act statutes. FIU is committed to the policy that all persons shall have equal access to programs, facilities, admissions, academic programs, and employment without regard to personal characteristics not related to ability, performance or qualifications as determined by University policy or by state or federal laws and regulations.

B. Summary of Institutional Progress

Policies and Procedures in Support of Equity

Diversity enriches our University community and is a driving force that is instrumental to our institutional success and the University's mission. FIU will continually strive to engage in an

ongoing dialogue to respond to the changing realities of our increasingly interconnected world. We will work together with our diverse community, faculty, staff and students to remove barriers to success and promote a culture of inclusivity and respect.

FIU is committed to ensuring equal employment, educational opportunity, and equal access to services, programs, and activities without regard to an individual's race, color, national origin, sex, religion, age, disability, gender, pregnancy, gender identity, gender expression, sexual orientation, predisposing genetic characteristics, marital status, familial status, or veteran status. This includes, but is not limited to, hiring, recruitment, the application process, training, grading, disciplinary actions, rates of pay or other compensation, advancement, classification, transfer and reassignment, discharge, and all other terms and conditions of employment, educational status, and access to University programs and activities.

The university prohibits discrimination and harassment and requires accommodations to be provided to individuals when such accommodations are reasonable as a result of an individual's disability, religion or pregnancy status. FIU-105, the University's Regulation on Sexual Misconduct (Title IX), was updated in June 2018 and FIU 106, the University's Regulation on Nondiscrimination, Harassment and Retaliation (Title VII) was newly adopted in June 2018.

Academic Programs

FIU awarded 10,114 bachelor's degrees in AY 2016-2017, representing an increase of 454 degrees from the previous year. The group with the largest increase over the prior year in number of degrees awarded were students reporting two or more races.

Gender Equity in Athletics

FIU continues efforts to increase the participation rates of female versus male student-athletes. Although female participation rates are lower than female undergraduate enrollment the participation rates are keeping up with the rising female enrollment rates. The enrollment of female undergraduate students increased from 56% in 2015 to 57% in 2016 and increased to 57.4% in fall 2017. The female student-athlete participation rate also increased from 50.1% in 2015 to 50.9% in 2016 and the trend continues in 2017 to 51.3%. FIU sponsors every women's sport with a championship offered by Conference USA. The University also offers beach volleyball which competes in the Coastal Collegiate Sports Association (CCSA).

Employment Representation

FIU is committed to a diverse workforce where the contributions of each member of our faculty, administration and staff are respected and valued. Our records reflect that ethnic/racial minorities and women are not significantly underrepresented in any particular organizational unit based on their availability in the recruitment area and no artificial barriers appear to exist. Initiatives such as training and development, the search and screen process, and Strategies and Tactics for Recruiting to Improve Diversity and Excellence Committee (STRIDE) continue to improve and impact outcomes.

FIU will continue to improve its diversity among tenured faculty with various faculty development and diversity initiatives from the Office to Advance Women, Equity and Diversity (AWED) and the Office for Faculty and Global Affairs (OFGA). AWED's Faculty Mentor Program pairs junior tenure track faculty with senior tenured faculty across various disciplines. The United Faculty of Florida (UFF-FIU) also partners with the OFGA to host annual tenure workshops to assist tenure track faculty as they work towards attainment of tenure. AWED's most recent project, FIU ADVANCE seeks to attract, recruit, retain, and promote more women STEM faculty, particularly underrepresented minority women, to better reflect the demographics of the FIU student body.

Area of Improvement and Achievement

FIU continues its effort to achieve institutional transformation through the launch of the development of University-wide faculty diversity and inclusion plans. The diversity and inclusion plans are guided by two key goals: to increase the representation of faculty from historically underrepresented groups, such as women in STEM, African-American and Hispanic faculty in all fields; and to enhance the institutional climate to attract and retain underrepresented groups at the faculty and doctoral student level. University Deans and Department Chairs will be accountable for meeting planned goals.

Protected-Class Representation in the Tenure Process

University records reflect women and minorities continue to participate in the tenure process and no barriers appear to exist.

Promotion and Tenure Committee Composition

FIU continues to work with the Deans and Academic Affairs to assist with recruitment and retention of faculty. The table in Part VIII provides information on the extent of diverse participation or involvement of women and ethnic/racial minorities in the promotion and tenure process.

PART II. POLICIES AND PROCEDURES IN SUPPORT OF EQUITY

FIU regulations for Non-Discrimination and Title IX were updated in 2018 to ensure that language and definitions are consistent throughout the regulations, that the regulations are easy to understand and that procedures are more timely. The regulations affirm FIU's commitment to diversity and inclusion and preventing sexual misconduct, including sexual assault, sexual harassment, dating/domestic violence and stalking, and align the University with federal Title IX legislation barring sexual misconduct in colleges and universities

FIU-105 Sexual Misconduct (Title IX)

<https://regulations.fiu.edu/regulation=FIU-105>

FIU-106 Nondiscrimination, Harassment and Retaliation (Title VII)

<https://regulations.fiu.edu/regulation=FIU-106>

Student Code of Conduct

https://studentaffairs.fiu.edu/get-support/student-conduct-and-conflict-resolution/student-code-of-conduct%20/assets/code_of_conduct_booklet.pdf

University President EEO Policy Statement

Florida International University EQUAL OPPORTUNITY POLICY STATEMENT

Florida International University is firmly committed to Equal Employment Opportunity (EEO) and to compliance with all Federal, State and local laws that prohibit employment discrimination on the basis of age, race, color, gender, national origin, religion, disability, protected veteran status, pregnancy discrimination and other protected classifications. This policy applies to all employment decisions including, but not limited to, recruiting, hiring, training, promotions, pay practices, benefits, disciplinary actions and terminations.

As a government contractor, Florida International University is also committed to taking affirmative action to hire and advance minorities and women as well as qualified individuals with disabilities and covered veterans.

We invite employees who are disabled or protected veterans and who wish to be included under our Affirmative Action Program to self-identify as such with the EEO Coordinator. This self-identification is strictly voluntary and confidential and will not result in retaliation of any sort.

Employees of and applicants to Florida International University will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any Federal, State, or local law regarding EEO for qualified individuals with disabilities or qualified protected veterans.

As President of Florida International University, I am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the University, I have selected Shirlyon J. McWhorter as the EEO Coordinator for Florida International University. One of the EEO Coordinator's duties will be to establish and maintain an internal audit and reporting system to allow for effective measurement of the University's programs.

In furtherance of Florida International University's policy regarding Affirmative Action and Equal Employment Opportunity, Florida International University has developed a written Affirmative Action Program which sets forth the policies, practices and procedures which the University is committed to applying in order to ensure that its policy of non-discrimination and affirmative action for qualified individuals with disabilities and qualified protected veterans is accomplished. This Affirmative Action Program for qualified individuals with disabilities and qualified protected veterans is available for inspection by any employee or applicant for employment upon request, between 9:00 - 5:00 at the Equal Opportunity Programs & Diversity department. Any questions should be directed to me, your supervisor, or Shirlyon J. McWhorter, EEO Coordinator.

Mark B. Rosenberg
President

Other Resources:

The University has designated the following persons as Deputy Title IX Coordinators:

Marlynn Jones
Assistant Director, EOPD
Location: PC 321
Phone: (305) 348-2785

Kristen Kawczynski
Director, Student Conduct and Conflict
Location: GC311A
Phone: (305) 348-3939

Julie Berg
Senior Associate Athletic Director
Location: USCBA 202A
Phone: (305) 348-2352

PART III. ACADEMIC PROGRAM REVIEWS

The following section includes eight areas of review for academic programs, including undergraduate, graduate, and first professional degree enrollment, retention and graduation rates, and degrees awarded for enrollment as required by Florida statute.

Table 1. First-Time In-College Enrollment (Full-time)

	NRA	B	AI/AN	A	H	NH/OPI	W	≥TWO*	UNK	TOTAL
Men	96	133	0	47	1108	0	102	30	6	1522
Women	127	190	2	54	1422	2	135	33	2	1967
Total FALL 2017	223	323	2	101	2530	2	237	63	8	3489
Category % of Total FALL 2017	6%	9%	0%	3%	73%	0%	7%	2%	0%	100%
Total Fall 2016	231	408	3	136	2874	1	323	177	6	4159
Category % of Total Fall 2016	6%	10%	0%	3%	69%	0%	8%	4%	0%	100%
Total FTIC Fall 2012	72	558	5	130	2786	6	445	82	40	4124
Category % of Total Fall 2012	2%	14%	0%	3%	68%	0%	10%	2%	1%	100%
% Change in Number from Fall 2012 to Fall 2017	210%	-42%	-60%	-22%	-9%	-67%	-47%	-23%	-80%	-15%

The specific comparison benchmark for FTIC enrollment is the percent of under-represented FTIC minorities at FIU versus the percent of under-represented FTIC minority students throughout the SUS. The most recent comparative data published by the BOG is for Fall 2016.

In Fall 2017, 85% of the full-time FTICs at FIU were under-represented minorities. In the Fall 2016 term this percentage was 83.0% of full-time FTICs students from under-represented groups. Therefore, FIU exceeds the 80% benchmark on percent of under-represented FTIC minorities.

Table 2. Florida Community College A.A. Transfers (Full-time)												
	NRA	B	AI/AN	A	H	NH/OPI	W	≥TWO*	UNK	FEMALE	MALE	TOTAL
Total Fall 2017	349	898	5	143	4,764	2	506	177	19	4,046	2,817	6,863
Category % of Total Fall 2017	5%	13%	0%	2%	70%	0%	7%	3%	0%	59%	41%	100%
Total FALL 2016	307	847	5	151	4708	0	508	168	37	3,983	2,748	6,731
Category % of Total FALL 2016	5%	13%	0%	2%	69%	0%	8%	2%	1%	59%	41%	100%
Total Fall 2012	216	807	2	133	4,115	9	536	47	85	3,463	2,487	5,950
Category % of Total Fall 2012	4%	14%	0%	2%	69%	0%	9%	1%	1%	58%	42%	100%
Category % Change from 2012 to 2017	62%	11%	150%	8%	16%	-78%	-6%	277%	-78%	17%	13%	15%
<i>Source: Student Instruction File- Fall 2017, 2016 & 2012 final. Full-time students. Student Admit Type = J with a highest degree held = A (Associate) and gender reported.</i>												

In Fall 2017, 84% of full-time AA transfers were minority students, consisting of 2% Asian, 13% Black, 69% Hispanic, 0.0% American Indian, and 0.0% Native Hawaiian or Other Pacific Islanders. Additionally, of the 6,863 Florida Community College AA transfers (Full-time), 59% identified as female and 41% as male.

FIU has supported the growth and academic progress of transfer students through collaboration with our primary feeder institution, Miami Dade College (MDC), including:

- Making Diversity Meaningful in the Humanities: An MDC-FIU Pathway Partnership.
- The Andrew W. Mellon Foundation has awarded FIU and MDC a three-year, \$2.85 million grant to support students pursuing higher education. Known as “Making Diversity Meaningful in the Humanities: An MDC-FIU Pathway Partnership,” the grant will support programs that aim to assist about 5,000 students each year. It will fund efforts to streamline curricula for students on the MDC-to-FIU path, help students complete degrees, attract more students to humanities fields, foster collaboration among MDC and FIU humanities faculty, and reinforce the importance of the humanities to a democratic society.

Table 3. Retention of Full-Time FTICs After One Year

	NRA	B	AI/AN	A	H	NH/OPI	W	≥TWO*	UNK	FEMALE	MALE	TOTAL
Fall 2016 Cohort	232	408	3	136	2870	1	323	177	6	2305	1851	4156
Category % of Total	5.58%	9.82%	0.07%	3.27%	69.06%	0.02%	7.77%	4.26%	0.15%	55.46%	44.54%	100.00%
Enrolled Fall 2017	194	360	1	127	2581	1	250	156	5	2073	1602	3675
Retention Rate	5.28%	9.80%	0.03%	3.46%	70.23%	0.03%	6.80%	4.24%	0.14%	56.41%	43.59%	88.43%

Source: BOG Reports (Source: BOG Annual 2016 Retention Report 2016-2017 Cohort Detail Records and gender reported)

One-year retention rates for full-time FTIC freshmen averaged 88.43%. Hispanic students accounted for 70% of the retention rate while Black students accounted for 9.8%, American Indian accounted for 0%, Native Hawaiian or Other Pacific Islander accounted for 0%, White students accounted for 6.8%, and students in the two or more category made up 4.2%. When examining retention by gender, females accounted for 56.4% of the retention rate, while male made up 43.6% of the FTIC retention rate.

FIU offers many first-year programs designed to introduce students to the college environment and communicate expectations. The programs, activities, and courses have been established to promote and support academic, intellectual, personal, and social growth.

College Life Coaching Program

The Center for Academic Success reports directly to the Associate Provost for Academic and Career Success and is charged with supporting the retention and graduation of undergraduate students. The SSO focuses on freshmen and those nearing graduation. The office coordinates the creation and distribution of lists that academic advisors use to reach students facing academic risk, or who are approaching graduation. The office helps students having financial difficulties find resources to continue their enrollment, provides coaching, and mentors a cohort of, particularly, at risk freshmen students.

First Year Experience Course (SLS 1501)

SLS 1501 introduces students to the University and promotes as well as supports academic, intellectual, personal, and social growth and success.

Exploratory Students

Designed to assist students through self-discovery for the purpose of choosing and planning for a major and a career path. FIU has established career focused courses to help with the transition into a prospective career, and to assist in selecting a suitable major.

The Common Reading Program

Affords incoming first-year students the opportunity of participating in a common curricular experience that creates community and a common ground for discussion.

Peer Mentor Program

The Peer Mentor Program is for students who want to be FIU student leaders by assisting a First Year Experience instructor throughout the length of the SLS 1501 course. Peer mentors guide fellow peers throughout their first semester of college and are a great resource for students in and outside of the classroom.

Surviving the First Year

Surviving the First Year teaches incoming first year students how to balance their social and scholastic lives with an understanding of how important it is to get organized, manage their time well, make room for homework, social activities, employment and, most importantly, time to study.

Academic Planning and Preparation Workshops

FIU has various academic planning and preparation workshops to give students the tools for success. "SUCCESS - THERE'S AN APP (Academic Planning and Preparation Workshops) FOR THAT!"

The University Learning Center

The FIU University Learning Center offers students free tutorial services in the areas of reading, writing, language, and mathematics. Many students take advantage of the free workshops that the center provides on note taking, test taking, time and organization management.

Fostering Panther Pride (FPP)

FIU's Fostering Panther Pride (FPP) program offers tailored academic and other support services to undergraduate students identified as former foster youth or homeless. Launched in 2013, the primary goal of FPP is to assist students in their transition to FIU, their retention and graduation, and their pursuit of securing employment or graduate school upon receiving their bachelor's degree.

Table 4: Graduation Rate of Full-Time FTICs by Race/ Ethnicity

	NRA	B	AI/AN	A/PI	H	NH/OPI	W	≥ TWO*	UNK	Female	Male	Total
2011-17 Cohort	98	411	2	123	2856	10	353	292	36	2248	1933	4181
Category % of Total	2.35%	9.83%	0.05%	2.94%	68.31%	0.24%	8.44%	6.98%	0.86%	53.77%	46.23%	100.00%
After 6 Years Number of Graduates	55	171	2	80	1748	7	154	140	19	1402	974	2376
Percent Graduated	2.31%	7.20%	0.08%	3.37%	73.57%	0.29%	6.48%	5.89%	0.80%	59.01%	40.99%	56.83%
Category % Graduated	4.07%	12.66%	0.15%	5.92%	129.46%	0.52%	11.41%	10.37%	1.41%	103.83%	72.14%	100.00%
Number Retained	61	201	2	89	1956	7	171	156	23	1505	1161	2666
Percent Retained	62.24%	48.91%	100.00%	72.36%	68.49%	70.00%	48.44%	53.42%	63.89%	66.95%	60.06%	63.76%

Note: FTIC includes Beginners and Early Admits. (Source: BOG Annual 2016 Retention Report 2011-2012 Cohort Detail Records)

The six-year graduation rate for full-time freshmen was 56.83% overall. Hispanic students accounted for 74% of the six-year graduation rate while Black students accounted for 7.2%, American Indian students accounted for 0%, Native Hawaiian or Other Pacific Islander students accounted for 0.3%, White students accounted for 6.5%, and students in the Two or More category made up 5.9%. When examining retention by gender, female students accounted for 59% of the graduation rate, while male students made up 41% of the FTIC graduation rate.

- **FIU's Graduation Success Initiative (GSI)**
The GSI has helped raise the six-year graduation rate for First Time in College students (FTICs) by 16 points in its first four years.
 - **Gateway Course Initiative**
The first major success in the Gateway Course Initiative was the comprehensive transformation of the College Algebra course that included Learning Assistants and innovative technology-based instruction, leading to a sustained 40 percent increase in passing rates for all students. Improvements in the pass rate for the College Algebra course has saved over 2,500 seats over a five-year period (since Fall 2012), improved efficiency through direct cost savings to our students, and improved timely graduation. Transformed Gateway and other STEM courses improved upon historic pass rates by 15-20 percent.
 - **Identifying obstacles to timely graduation**
FIU is actively examining both the student-level and the institutional-level obstacles to timely graduation. The University has identified multiple student risk factors to progression and graduation including unmet financial need, high school GPA, ethnicity, major, and housing. Surveys and focus groups further identified lack of engagement and connection to peers, as well as outside work responsibilities, as factors leading to low progression or graduation. FIU created a data analytics and support team to provide a series of individualized workshops for each college throughout the University with the goal of better understanding student performance, progression, and timely graduation.
- As a result, colleges have implemented strategies to better support students and share practices University-wide to provide a more consistent and effective means to impact the graduation rate. Colleges have also collaborated to improve the quality of instruction and programming by leveraging resources to impact outcomes. As an example, the College of Business and College of Nursing and Health Sciences Health Services Administration (HSA) programs have collaborated to offer accounting courses in a convenient scheduling format specifically designed for the HSA students. This has resulted in improved passing rates, which has reduced the number of students in jeopardy of not graduating on time.
- **Targeted outreach efforts**
To complement college efforts, initiatives to address the needs of at-risk students include centrally coordinated outreach campaigns to:
 - Identify strategic scholarship deployment;
 - Assist students with unmet financial need;
 - Incorporate an interactive degree mapping tool which will create up-to-date personalized pathways to completion for each student;
 - Implement the Educational Advisory Board's (EAB) Student Success Collaborative that enables advisors to identify at-risk students, reach out to them with individualized messaging, and coordinate with a University-wide support network to meet the students' needs;
 - Develop an FIU Life Coaching program to provide support to students who are struggling academically and help them cultivate the skills they need to succeed such as coping strategies, critical thinking, time management, study habits, and goal setting; and
 - Develop a Career Ready Strategic Initiative to create meaningful on-campus work opportunities for students which will keep them engaged on campus and

working in an environment that supports their academic goals as well as helping provide them with the skills they need to be successful after graduation.

- **Coordinated Care 360**

This is a new initiative that will reduce students' need to visit multiple offices to solve problems. Enrollment, advising, and other critical areas of student services will collaborate to empower student support staff to develop a more holistic and coordinated method for addressing student needs. Integrated technologies will be utilized to facilitate the sharing of information and creation of a solutions centered support network. FIU is addressing course level barriers by partnering with both Ad Astra and EAB to provide analytics on course offerings, course completion rates, bottleneck courses, and course capacity trends.

- **The Academic and Career Success**

This group works with Deans and Chairs to understand institutional findings and develop solutions to course offering obstacles. Academic Affairs and the Office of Academic Planning and Accountability have been working with colleges to review and revise program curriculum to assure students who stay on path can graduate within four years, and to give students alternative pathways to success, such as the recently approved BA in Biology with tracks specifically designed to align with potential career paths, the BA in Internet of Things, and the BA in Computer Science. Additionally, more flexible programs such as Interdisciplinary Studies have been redesigned to be workforce focused and are offered as completion degree options for students who struggle to complete their programs in a timely manner.

Table 5. Bachelor's Degrees Awarded by Race

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO	UNK	TOTAL
AY 2016-17										
Male	279	410	2	132	2462	6	407	80	41	3819
Female	356	718	4	134	3757	6	553	123	50	5701
Total	635	1128	6	266	6219	12	960	203	91	9520
Category % of Total	6.67%	11.85%	0.06%	2.79%	65.33%	0.13%	10.08%	2.13%	0.96%	100.00%
AY 2015-16										
Male	270	403	1	104	2447	2	377	67	36	3707
Female	367	617	5	125	3562	5	513	121	54	5369
Total	637	1020	6	229	6009	7	890	188	90	9076
Category % of Total	7.02%	11.24%	0.07%	2.52%	66.21%	0.08%	9.81%	2.07%	0.99%	100.00%
AY 2011-12										
Male	192	335	2	101	1869	1	394	15	33	2942
Female	314	519	5	132	2680	1	572	31	42	4296
Total	506	854	7	233	4549	2	966	46	75	7238
Category % of Total	6.99%	11.80%	0.10%	3.22%	62.85%	0.03%	13.35%	0.62%	1.04%	100.00%
Source: IPEDS Completions, GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Table for 99.0000, all disciplines.										

FIU awarded 9,520 bachelor's degrees in the 2016-2017 academic year, 444 more than the previous year (9,076). Female students earned 332 (75%) of the 444 additional degrees awarded in 2016-2017, and male students earned 111 (25%) more.

The percentage of degrees earned by gender has remained consistent based on the previous year's figures (59.2% to 59.9% for female students; 40.8% to 40.1% for male students). Overall, the number of degrees awarded increased across each ethnic category with the exception of "Not reported" (decreased by 2) and American Indian (no change).

The group with the largest increase in number of degrees awarded from academic year 2015-2016 to academic year 2016-2017 were Hispanic students, 6,009 to 6,219, an increase of 210 (3.5%). Black students also increased significantly by 108 (10.6%) degrees awarded (1,020 to 1,128).

There are financial hurdles for some students when pursuing their degree. FIU has made efforts to increase the number of degrees awarded through our collaboration with various institutional partners including the Association of Public and Land-Grant Universities, the Coalition of Urban Serving Universities, and the Braman Family Foundation to mitigate students' financial obstacles.

Association of Public and Land-Grant Universities and the Coalition of Urban Serving Universities

With the support of the Association of Public and Land-Grant Universities and the Coalition of Urban Serving Universities, FIU received seed funding to support completion grants. In 2016-17, 70 students graduated with this assistance and were able to start their careers. Additionally, we were able to leverage our pilot with the help of a generous gift of \$500,000 by the Braman Family Foundation for 2017-18. With this gift, FIU has issued five hundred (500) \$1,000 scholarships to students in their last year to incentivize them to enroll full-time and accelerate college completion. We continue to refine our strategy around other completion grant opportunities. To date, 238 students graduated in Fall 2017 with this assistance and have now started their careers. Another 252 students have graduated in the spring or summer semester 2018 with this assistance based on their anticipated graduation plan. The Braman Family Foundation has committed to another \$250,000 gift for the upcoming academic year.

Table 6. Master's Degrees Awarded by Race

	NRA	B	AI/AN	A	H	NH/OPI	W	≥Two	UNK	TOTAL
AY 2016-17										
Male	292	106	1	38	612	1	196	24	32	1302
Female	251	241	0	44	1012	1	270	30	34	1883
Total	543	347	1	82	1624	2	466	54	66	3185
Category % of Total	17.05%	10.89%	0.03%	2.57%	50.99%	0.06%	14.63%	1.70%	2.07%	100.00%
AY 2015-16										
Male	290	141	1	52	619	1	188	14	3	1309
Female	282	224	1	47	928	3	266	27	17	1795
Total	572	365	2	99	1547	4	454	41	20	3104
Category % of Total	18.43%	11.76%	0.06%	3.19%	49.84%	0.13%	14.63%	1.32%	0.64%	100.00%
AY 2011-12										
Male	255	128	1	37	482	1	221	7	18	1150
Female	300	258	1	60	834	1	301	18	30	1803
Total	555	386	2	97	1316	2	522	25	48	2953
Category % of Total	18.79%	13.07%	0.07%	3.28%	44.56%	0.07%	17.68%	0.85%	1.63%	100.00%
<i>Source: IPEDS Completions, GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Table for 99.0000, all disciplines.</i>										

Three thousand one hundred and eighty-five (3,185) master's degrees were conferred during AY 2016-2017 (Table 6), an increase of 2.51% from AY 2015-2016. One thousand eight hundred and eighty-three (1,883) master's degrees were awarded to women (59.1%) compared to 1,302 master's degrees awarded to men (40.9%). In AY 2016-17, the Hispanic category carried the largest equity gap between male (37.6%) and female (62.4%) of master's degrees awarded. A trend that was similarly observed for the last three academic years. Hispanic females represented the largest gender-specific fraction, 31.7%, followed by Hispanic males, 19.2% of the total number of master's degrees awarded. White females represented 8.6% and outnumbered their male counterparts at 6.1%. African American females and males each represented 1.3% of the total number of master's degrees awarded.

A continuing trend, Hispanic students were awarded the largest number of master's degrees, 1,624 conferrals representing 50.99% of the total number of master's degrees awarded in AY 2016-2017, an increase of 5% of the total number of master's degrees awarded. Non-resident alien (NRA) students accounted for the second largest fraction at 17.05% of the total number of master's degrees awarded in AY 2016-2017 down from 18.3% in the previous academic year. The percentage of master's degrees awarded to African American students decreased slightly by 1% in AY 2016-2017. Asian students and white students accounted for 2.57% and 14.6% of the total master's degrees conferred, respectively.

Table 7. Doctoral Degrees Awarded by Race

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO	UNK	TOTAL
AY 2016-17										
Male	64	4	0	3	10	0	30	0	2	113
Female	34	9	0	0	19	0	23	0	1	86
Total	98	13	0	3	29	0	53	0	3	199
Category % of Total	49.25%	6.53%	N/A	1.51%	14.57%	N/A	26.63%	N/A	1.51%	100.00%
AY 2015-16										
Male	45	5	0	2	11	0	13	2	0	78
Female	18	4	0	2	24	0	21	3	1	73
Total	63	9	0	4	35	0	34	5	1	151
Category % of Total	41.72%	5.96%	N/A	2.65%	23.18%	N/A	22.52%	3.31%	0.66%	100.00%
AY 2011-12										
Male	33	2	0	2	16	0	20	0	0	73
Female	20	13	0	4	19	0	22	0	0	78
Total	53	15	0	6	35	0	42	0	0	151
Category % of Total	35.10%	9.93%	N/A	3.98%	23.18%	N/A	27.81%	N/A	N/A	100.00%
<i>Source: IPEDS Completions, GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Table for 99.0000, all disciplines.</i>										

One hundred and ninety-nine (199) doctoral degrees were conferred for AY 2016-2017 (Table 7), up from 151 doctoral degrees conferred in AY 2015-2016. The majority of doctoral degrees (49.25%) was awarded to Non-resident aliens (NRA), a continuing trend from the previous academic year followed by degrees awarded to White students (26.63%). The largest decrease in the percentage of doctoral degrees awarded was to Hispanic students which declined from 23.2% (35) of the total degrees awarded to 14.57% (29) of the total degrees awarded in the previous academic year. An increase was noted in doctoral degrees awarded to African American students 6.53% (13) in AY 2016-2017 when compared to 5.96% (9) in AY 2015-2016. A continuing trend since AY 2009-2010 has been that no doctoral degrees were recorded for the American Indian/Alaska Native group. More strategic efforts have to be implemented to address the equity gaps in doctoral degrees awarded between African-American and Hispanic students and White and Non-resident alien (NRA) students.

Table 8. First Professional Degrees Awarded by Race

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ TWO	UNK	TOTAL
AY 2016-17										
Male	0	7	0	16	65	0	57	1	5	151
Female	1	4	0	18	82	1	63	2	6	177
Total	1	11	0	34	147	1	120	3	11	328
Category % of Total	0.30%	3.35%	N/A	10.37%	44.82%	0.31%	36.59%	0.91%	3.35%	100.00%
AY 2015-16										
Male	0	11	1	13	51	0	63	3	5	147
Female	1	19	0	23	74	1	59	0	9	186
Total	1	30	1	36	125	1	122	3	14	333
Category % of Total	0.30%	9.01%	0.30%	10.81%	37.54%	0.30%	36.64%	0.90%	4.20%	100.00%
AY 2011-12										
Male	0	5	0	2	39	0	53	3	3	105
Female	1	10	0	6	64	0	42	2	0	125
Total	1	15	0	8	103	0	95	5	3	230
Category % of Total	0.45%	6.52%	N/A	3.48%	44.78%	N/A	41.30%	2.17%	1.30%	100.00%
<i>Source: IPEDS Completions, GRAND TOTAL BY FIRST MAJOR, First Professional degrees. Chart for 99.0000, all disciplines.</i>										

For AY 2016-2017, the designation of “Professional Doctorates” represents degrees awarded through the College of Law (JD); the Herbert Wertheim College of Medicine (MD); Nicole Wertheim College of Nursing and Health Sciences; and Physical Therapy. Three hundred and twenty-eight degrees were awarded under the professional doctorate category, a decrease from AY 2015-16.

The ratio of degrees awarded remains the same as in the previous academic year. Male students represent 46.0% and female students 53.6% of the degree recipients. Female students within the White and Hispanic student population were awarded more first professional doctoral degrees compared to their male counterparts. Hispanic students represented the largest group with 44.82% of degree recipients, an increase from AY 2015-2016 (37.54%). White students represented the second largest group with 36.59% of degree recipients. African American students represented 3.35% of degree recipients, a decrease from the previous academic year (9.01%). Degrees granted to American Indian/Alaska Natives decreased from 0.3% (1) in 2015-2016 to 0.00% (0) in 2016-2017. Non-resident aliens and Asian/Pacific Islander students

represent a small fraction (< 1%) of the professional degrees awarded and remained the same when compared to the prior year.

Targeted Goals

Recruitment and retention of Black and Hispanic doctoral students is the primary goal for our graduate programs, specifically STEM. Our goals are:

- To increase the proportion of research doctorates awarded to Black students by 0.5% each year each year so that by 2020 Black students will represent 18% of research doctorates awarded to domestic students.
- To increase the proportion of research doctorates awarded to Hispanic students by 2.0% each year so that by 2020 Hispanic students will represent 38% of research doctorates awarded to domestic students.

Recruitment

The FIU University Graduate School (UGS) has enhanced its strategic recruitment initiatives in order to address its minority student recruitment goals. With the restructuring of the UGS, we are partnering with Student Access and Success (SAS) for graduate diversity recruitment initiatives. In AY 2016-2017, we attended minority-specific professional organization conferences, the Annual Biomedical Research Conference for Minority Students, the Southern Regional Education Board (SREB), the Florida Education Fund McKnight Doctoral Fellowship Program, the University of Texas at San Antonio's Graduate School Boot Camp, and the University at Buffalo Annual McNair Research Conference for the purpose of recruiting underrepresented graduate students. In addition, the FIU McNair and Undergraduate Research conference was held in October 2017 where we had over 100 underrepresented STEM students from within and outside FIU attend.

Recruitment initiatives are also under way to continue expanding and strengthening the presence of FIU in minority-populated markets. The UGS Recruitment Enhancement Initiative was designed to encourage academic units to develop a plan to increase graduate student diversity. In addition, FIU continues its participation in The National Consortium for Graduate Degrees for Minorities in Engineering and Science, Inc. (GEM) and co-sponsored a GEM GRAD Lab at Florida State University, as well as sponsored student travel to attend the national conference. One FIU doctoral student was awarded a GEM fellowship for the AY 2017-2018.

FIU continues to participate in the National Name Exchange (NNE). This is a consortium of 55 nationally-known universities which on an annual basis, collect and exchange the names of talented underrepresented ethnic minority students who are in the sophomore, junior, or senior year of their undergraduate education. The purpose of the exchange is to ensure that participating universities continue to identify a pool of qualified students who could be recruited to the graduate programs at these institutions.

SAS also partnered with FIU's Black Student Union (BSU) executive board to conduct several workshops on how to successfully transition to graduate school, including hosting a workshop to the general BSU constituency on graduate school funding.

As a result of our recent recruitment activities, FIU will host 10 new fully funded McKnight Fellows and three Affiliate Fellows, starting Fall 2018. McKnight Fellows, who are Black and Hispanic doctoral students, receive a \$12k stipend from the Florida Education Fund (FEF), in addition to a \$10,000 enhancement and a medical insurance supplement from the UGS.

Support

One of UGS' major focuses this past year was to submit training grants to obtain funding for the support of graduate students, especially under-represented minorities. In collaboration with the Department of Electrical and Computer Engineering and SAS, UGS submitted and was awarded a continuation of the National Science Foundation (NSF) Bridge to the Doctorate Fellowship Program. This program will support 12 under-represented graduate students in STEM areas during their first two years of graduate school starting, Spring 2019. UGS also submitted an R25 proposal to the National Institutes of Health to support eight Ph.D. students in biomedical sciences and provide them with extensive professional development opportunities. In partnership with the University's Biomolecular Sciences Institute, UGS also submitted a T32 proposal to the National Institute of General Medical Sciences to support another eight Ph.D. students in biomolecular sciences. These two proposals are still under review.

Retention

The UGS funded several initiatives aimed at retaining minority graduate students during the AY 2017-2018. During the Fall 2017 term, SAS sponsored four doctoral students to attend the SREB Annual Institute on Teaching and Mentoring. At the Institute, students attended the NSF GRFP Boot Camp to assist them in grant writing and participated in several workshops aimed at addressing doctoral students' persistence. SAS hosted the annual *"MLK Night with McKnight"* program which celebrated those McKnight, McNair and Bridge to Doctorate fellows that advanced to candidacy within the AY 2017-2018. The keynote speaker for the event was Dr. Dionne Stephens who was awarded the SREB Teaching and Mentoring Institute Mentor of the Year Award.

In order to support doctoral students' professional development, SAS supported travel for several doctoral fellows who presented at professional conferences such as the International Symposium on Foraminifera, the Emerging Researchers Conference, and the American Academy of Forensic Sciences.

In response to minority graduate students wanting to build community, this year, the first FIU McKnight Doctoral Fellows Graduate Students Organization was formed. The FIU McKnight Club sponsored fundraising events and hosted workshops to several of our undergraduate programs on preparing for research.

In order to encourage a connection between our graduate students and the community, we hosted the 2nd annual STEM Family Day in collaboration with the City of Miami Gardens. Graduate students from McKnight and NSF Bridge to Doctorate programs were able to present their research in an engaging and hands-on experience to elementary school students. The participating elementary school students were winners of the local science fair and also presented their research to the graduate students. In addition, the McKnight, NSF Bridge to Doctorate and the FIU Black Graduate Women Student Association served as judges for the Annual City of Miami Gardens Science Fair. Best practices in retaining underrepresented graduate students suggest that students are more likely to persist, if they feel connected to the University community. FIU's practice is to engage with the students throughout the year in meaningful experiences that are aligned with their research studies. Other partnerships include the South Florida Collegiate 100 program sponsored by the [100 Black Men of South Florida](#).

STUDENT SERVICES

1. ACADEMIC ADVISING

FIU students have equal access to utilize academic advising services. The University is committed to ensuring equitable treatment for all students and employing a diverse staff of professional academic advisors who can serve as guides and mentors for our diverse student population. All students have access to an online advising tool (My_eAdvisor) that provides information on all degree requirements and a mechanism to send messages to and make appointments with their assigned academic advisor. They are assigned to a professional academic advisor from their respective academic department who is responsible for providing support and monitoring their academic progress.

Realignment and Restructuring

For the past several years, FIU has dedicated resources to support an advising model that relies on a team of skilled professional academic advisors who utilize a caseload model to track and support our undergraduate students. Those efforts have resulted in the addition of over 80 new advisor positions as well as a comprehensive training and professional development system that ensures quality and consistency in advising.

Earlier this year, the University underwent organizational restructuring to further improve the impact of advising on students' success during and after their academic journeys. As such, the institution created a new administrative position, Associate Provost for Academic and Career Success, charged with integrating academic and career advising as part of the overall student success initiatives. The restructuring also involved converting one of the Assistant Vice Presidents for Undergraduate Education to Assistant Vice President for Academic and Career Success. These responsibilities now focus on developing a coordinated care approach as the campus-wide advising efforts, the Career and Talent Development office, the College Life Coaching program, and the University Learning Center, now all report to the Associate Provost for Academic and Career Success. As a component of the new alignment and organizational structure, the individual responsible for the academic advisor training and professional development was promoted to Program Director for University Advising Initiatives. This new coordinated care approach has not only provided a means for cross-communication and collaboration, but will also involve training academic advisors to provide tier I career advising to their students. Future plans include providing training on career development strategies for academic advisors, as well as training on academic information for the professionals in the Career and Talent Development office.

Outreach Efforts

As part of the ongoing efforts to support student success, our academic advising community has continued to conduct several outreach campaigns to contribute to the University's retention and graduation goals. With regard to retention of our first-year students, there have been a number of strategic outreach efforts. For example, once grades were posted at the end of spring semester, we identified students from the 2017 FTIC cohort who were below a 2.0 cumulative GPA and who had the potential to be in good standing if they successfully completed one or two courses in the summer. The goal was to increase the number of students from the FTIC cohort who would be retained from fall to fall and also be in good academic standing. Over 50 students were contacted and just over half of them were successfully encouraged to both enroll in summer courses (some of them were already planning to enroll) and take advantage of meeting with a College Life Coach. In addition to that outreach effort, advisors regularly contact those students from the 2017 FTIC cohort who are already in good academic standing, but who are not currently enrolled in fall

semester. Students enrolled in Spring 2018 were given priority. Academic advisors reached out to these students to encourage fall semester enrollment and/or to identify barriers that might prevent students from returning in Fall.

With regard to helping students with their graduation goals, advisors also conduct a number of outreach efforts for students who are approaching the end of their academic careers. In addition to monitoring their progress in key courses and with general requirements, advisors meet with every student during the semester in which he/she will complete 90 credits. This advising meeting is designed to assist students with making a final plan for graduation within the upcoming year and to provide them with an assessment related to helping them avoid excess credit surcharge fees. For some students, that conversation also leads to a discussion about options such as various tracks or majors that might accelerate their graduation. Every semester, advisors also identify students who appear to be ready to graduate (based on credits earned and requirements completed) to ensure they have applied for graduation and can successfully reach the finish line.

Technology

This past year included an emphasis on various technology platforms that will be implemented to both assist advisors with their efforts and provide students with online resources that track their progress. One major change in technology relates to the dashboard that advisors and students use to monitor academic progress and manage the advising relationship. For the past several years, we have utilized a home-grown tool with PeopleSoft that we refer to as the My_eAdvisor dashboard. As we move into the next academic year, we have been working with the Education Advisory Board (EAB) to adopt the use of their Student Success Collaborative tool that will replace the My_eAdvisor dashboard. During Summer 2018, we have piloted the use of the new tool with students who belong to about a dozen of our academic advisors. In the fall, all undergraduate students will be shifted to the new Student Success Collaborative tool, which will enable us to continue monitoring students' progress and improve our ability to conduct outreach campaigns. Generally speaking, the new tool provides each individual advisor with more information that empowers them to conduct their own outreach efforts and also provides risk scores for their students based on predictive analytic data provided by EAB.

Another critical technological advancement that FIU has invested in this past year will eventually provide a dynamic degree map that advisors and students can use to track academic progress. We currently provide students with static Major Maps that highlight a four-year plan for completing each of our undergraduate degrees. In an effort to provide students with a better tool, we have partnered with a technology company called EduNav to assist with developing an interactive map/degree tracker. The technology that EduNav relies on utilizes a GPS approach to tracking degree completion and will display the degree requirements that have already been completed, as well as plot out the remaining requirements in a semester-by-semester format. By working with that tool, students can map out how long it will take them to complete their degree and receive warning/alerts if the choices they are making will delay their graduation. During Summer 2018, we are working with the EduNav developers to finalize the maps for four of our most popular majors. Students in those four majors will be able to work with their advisors to test out this latest technology as they register for spring semester and visualize their path to graduation. What we learn from those students' experiences will guide our work with EduNav developers so we can expand the tool to additional majors/students and then work toward providing the tool to all of our undergraduate students.

Excellence in Academic Advising

As we continue to assess our efforts and strengthen our commitment to improve advising services, FIU applied to participate in a new collaborative initiative being facilitated by a joint initiative from the National Academic Advising Association (NACADA) and the John N. Gardner Institute for Excellence in Undergraduate Education. At the beginning of this summer, we learned that FIU was selected as one of the 12 inaugural institutions and will engage in an intensive two-year campus-wide initiative using NACADA's and the Gardner Institute's nine "Conditions of Excellence in Academic Advising" as the drivers for discussion, evidence gathering, analysis, planning and the implementation of strategic improvements to advising processes. These conditions will guide the reflective self-study, strategic assessment, and redesign of academic advising. This process draws on the academic advising expertise of NACADA and is enriched by the Gardner Institute's success in guiding institutions towards systemic change and improvement in the student experience. The Excellence in Academic Advising process includes guidance and feedback from an assigned consultant over the two-year period to support the institution's development of an evidence-based set of prioritized recommendations for change, as well as support for plan implementation. The process also includes support from a wide array of staff at both NACADA and the Gardner Institute. FIU will benefit from the process by the improvements of the academic advising at our own institution as well as impact the academic advising experience of students across the globe.

Advising and Support Websites:

General Advising and Graduation Success Reference:	gsi.fiu.edu
Exploratory Advising:	undergrad.fiu.edu/advising/
Center for Academic Success:	undergrad.fiu.edu/cas/
Center for Excellence in Writing:	writingcenter.fiu.edu/
Contact Information for all Academic Majors/Programs:	mymajor.fiu.edu
Fostering Panther Pride:	undergrad.fiu.edu/fpp/index.html
Invitational Scholars Program:	undergrad.fiu.edu/isp/
Golden Scholars:	goldenscholars.fiu.edu/
Advisor Professional Development:	undergrad.fiu.edu/pdu
FIU Office of Graduation & Retention Success:	undergrad.fiu.edu/retention

2. COUNSELING AND HEALTH SERVICES

The mission of the Student Health Services (SHS) is to provide affordable and accessible student-focused medical care and promote healthy lifestyles through education, mentorship, and research activities thus facilitating the academic success of our students. We proactively assess our diverse population, and work with University and community partners to address the changing needs of our students, in a holistic, innovative and supportive environment where optimal health can be realized.

Health education, health promotion, wellness, pharmacy, laboratory, immunizations, preventive health, primary care, and specialty services are available to all registered students and non-registered students for pre-matriculation purposes. First aid services are also offered to all those in need. Any individual that needs assistance and meets the eligibility requirements is seen regardless of race, color, national origin, sex, religion, age, disability, marital status, veteran status or any other classification that is protected by law or University policy; however, at the present

time the demographic data collected by the department is limited to gender, ethnicity and age. Utilization of the services provided at the SHS by individuals in these categories is listed below.

For purposes of data collection, Counseling and Health Services visits are considered appointment-based, a direct face-to-face with one or more health care providers of the same specialty at the same date of service. Each single visit may consist of multiple encounters, such as interaction with a Nurse Practitioner, lab work, immunization, and doctor consultation.

Examples:

- a) A student had an appointment with a provider. During that appointment, a consultation happened and immunization was done. This appointment counts as one visit and two encounters (consultation and immunization).
- b) A student had an appointment with a Primary Care Provider. The same student had another appointment with a GYN provider within the same month. In that month, this student had two visits.

SHS Gender by Encounter*				
Division	Male	Female	Other	All Encounters
BBC Clinical Services	1059	3397	1	4457
BBC Healthy Living	1639	3105	69	4805
MMC Clinical Services	9086	17534	33	26643
MMC Healthy Living	3233	6316	74	9623
Total	15017	30352	177	45528

SHS Gender by Percentage*			
Division	Male	Female	Other
BBC Clinical Services	23.76%	76.22%	.02%
BBC Healthy Living	33.94%	64.62%	1.44%
MMC Clinical Services	34.10%	34.10%	0.13%
MMC Healthy Living	33.60%	65.65%	0.77%
All Divisions Combined	32.97%	66.64%	0.39%
* The gender ratio of patients seen at the SHS is similar and reflects the national trends for health care at colleges and universities as well as statistics in ambulatory health care settings in the community.			

SHS Patient Age by Encounter*				
Division	Under 18	18 - 25	26 - 35	Over 35
BBC Clinical Services	0	2769	1608	80
BBC Healthy Living	141	2952	1083	629
MMC Clinical Services	26	16430	8485	1702
MMC Healthy Living	43	7032	1595	953
Total	210	29183	12771	3364

SHS Patient Age by Percentage*				
Division	Under 18	18 - 25	26 - 35	Over 35
BBC Clinical Services	0.00%	62.13%	36.08%	1.79%
BBC Healthy Living	2.93%	61.44%	22.54%	13.09%
MMC Clinical Services	0.10%	61.67%	31.85%	6.39%
MMC Healthy Living	0.45%	73.07%	16.57%	9.90%
All Divisions Combined	0.46%	64.10%	28.05%	7.39%
*The age range of patients seen by the Student Health Services staff is comparable to the general student population at the two major campuses of Florida International University				

3. CLUB AND INTRAMURAL ATHLETICS (sex equity only)

The FIU Intramural Sports program (IM), through the commitment of the Division of Student Affairs' Department of Recreation Services, fosters student development in important life skills such as leadership, competitiveness, teamwork, and sportsmanship. In support of the mission of the University and the Division of Student Affairs, Recreation Services promotes active, healthy lifestyles for FIU's vibrant and diverse community through quality participation opportunities, educational experiences, and support services. Through intramurals, students of all backgrounds are encouraged to practice a balanced lifestyle while developing habits that have a positive impact on their physical health and fitness.

To increase women's participation, the use of instructional clinics will continue to be used; promotional methods focusing on social media will be increased; use of National Collegiate Athletic Association (NCAA) freshman female interest assessment data will be continued; as well as regular departmental assessment methods. In addition, the University's opening of the new residence hall near the Recreation Center will likely generate increased usage of club and intramural sports.

	2013-2014		2014-2015		2015-2016		2016-2017		2017-2018	
IM Teams	Teams	%	Teams	%	Teams	%	Teams	%	Teams	%
Female	76	14%	45	9%	52	13%	45	11%	43	17%
Male	355	66%	343	69%	301	-13%	251	66%	124	50%
Co-Rec	108	20%	100	22%	96	-4%	80	21%	80	33%
Total	539	-31%	488	-8%	449	-10%	376	-19%	247	-52%
*IM Participants		%		%		%		%		%
Female	1,291	23%	1,207	23%	1,346	10%	1,119	25%	871	32%
Male	4,289	77%	4,047	77%	3,973	-1%	3,238	75%	1,887	68%
Total	5,580	5%	5,254	-6%	5,319	-1%	4,357	-22%	2,758	-58%
IM Participants		%		%		%		%		%
Female	4,953	22%	4,143	23%	4,223	1%	2,805	19%	2,480	23%
Male	17,891	78%	13,959	77%	12,949	-0.7%	11,975	81%	8,280	77%
Total	22,844	8%	18,102	-21%	17,172	-5%	14,780	-16%	10,760	-37%

Sport Club Participants	25 Clubs	%	33 Clubs	%	28 Clubs	%	20 Clubs	%	17 Clubs	%
Female	146	27%	196	36%	161	-21%	177	41%	115	31%
Male	399	73%	353	64%	263	-34%	249	59%	256	69%
Total	545	29%	549	1%	424	-29%	426	0.04%	371	-14%

**Number of individuals on all teams and those participating in non-team sports like tennis which do not appear in the Team totals.*

The number of teams in 2017-2018 decreased by 52% from 2016-2017 totals. Women's teams decreased by 0.05% and men's teams dropped by 49% respectively.

Due to our facility expansion/renovations, the Greek Pause, and Hurricane Irma last fall these situations account for most of the decrease in team and participation numbers. We are following a national trend to transition from Co-Rec and men's/women's only leagues to Open League play for all.

Women's Sports Club participants decreased by 53% and the overall number of both women's and men's Sport Club participants decreased by 14%. This deduction was caused by three of our clubs becoming inactive for the school year.

4. STUDENT FINANCIAL ASSISTANCE

FIU instituted a new program for low income students in the 2017-2018 Academic Year. Golden Promise guaranteed incoming First-Time-In-College Florida Residents with a zero Expected Family Contribution (EFC) that 30 credits of tuition and fees would be covered with a combination of Federal, State, and Institutional Scholarships and Grants. Renewal requires a 2.0 GPA and completion of 30 credits each academic year inclusive of Summer Term. Close to 1,500 2017-2018 entering freshman qualified and after the Spring term close to 1,300 are still on track to stay in the program.

The Office of Financial Aid administers student financial aid in accordance with federal and state laws, regulations and guidelines as well as institutional policies and procedures. The office is audited annually to ensure federal and state aid programs are properly managed and funds are timely disbursed to students.

In terms of benchmarking, this office compares its full-time, first-time degree seeking undergraduates receiving aid against the national average derived for four-year public Title IV institutions. We strive to exceed 80% of the national average of students who receive federal, state and institutional aid. The chart below illustrates the University's favorable comparison when applying the 80% threshold.

The most recent national data for 2015 shows that 82% of the full-time, first-time degree seeking undergraduates received aid. The institution exceeded the 80% rule in terms of percentage of total students aided (106%), students receiving federal grants (134%), students receiving state grants (155%), and students receiving institutional grants (145%). The percentages show that FIU exceeds the national average in each category.

IPEDS: Full-time, First-time Degree/Certificate Undergraduates Receiving Financial Aid									
	% Receiving					Average \$ Amount			
	Students	Federal Grants	State Grants	Inst.	Loans	Federal Grants	State Grants	Inst.	Loans
2015: National Avg*	77.1	38.8	27	30.2	47.4	\$4200	\$3500	\$4900	\$6700
2015: FIU Avg**	82	52	42	44	34	\$4886	\$2161	\$2571	\$5520
FIU/National Avg	1.06	1.34	1.55	1.45	n/a	1.16	0.62	0.52	n/a
80% Threshold	Yes	Yes	Yes	Yes	n/a	Yes	Yes	No	n/a
<p><i>*Source: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS), Fall 2015, Student Financial Aid component.</i></p> <p><i>**Source: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS), Fall 2015.</i></p>									

Looking at the data for the average amount of award, the institution met or exceeded the 80% threshold for federal grants, where Pell grants were increased in amounts and eligibility criteria expanded nationally. Institutional grants did not exceed the 80% threshold for average aid as scholarship funding was reduced.

State grants did not meet the 80% threshold as changes in the State Scholarship program resulted in fewer students receiving lower amounts. FIU continued to hold tuition to prior year levels with no increases for Undergraduate Students.

5. HOUSING

The Department of Housing and Residential Life at FIU offers residential students a vibrant and diverse living and learning experience. The diversity of the residential community takes many forms. It includes differences related to race, ethnicity, national origin, gender, socioeconomic status, sexual orientation, religion, age, and ability. Contained in this report is information regarding housing assignments and resident demographics and an overview of departmental diversity initiatives and programs.

Housing Information and Demographics

FIU Housing notifies all residents and the wider FIU community of our non-discrimination policy through our website and other publications. Per the Term of the Housing Agreement:

Room assignments are made without regard to race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other protected group status. FIU Housing makes the following provisions with regards to room assignments: students are assigned to spaces by gender unless they have selected gender inclusive housing; accommodations are made for students with disabilities; and married couples are not permitted to live together in FIU Housing facilities.

Residential students are informed via the housing agreement that assignments are made by Housing without regard to race, religion, national origin, sexual orientation, age, disability, or any legally protected status.

RESIDENTIAL STUDENTS DEMOGRAPHICS:				
CLASSIFICATION	FALL 2017		SPRING 2018	
	COUNT	PERCENT	COUNT	PERCENT
GENDER				
Females	2181	59.90%	2179	59.68
Males	1460	40.10%	1454	40.12
Unspecified			7	19.17
ETHNICITY				
Black	1209	33.20%	1192	32.64%
Asian	171	4.69%	196	4.76%
Hispanic	1248	34.27%	1294	35.44%
Native American	9	0.24%	10	0.27%
Not Reported	4	0.11%	6	0.16%
Other	378	10.38%	387	10.59%
White	626	17.19%	588	16.10%
AGE				
15-17	4	0.11%	10	0.27%
18-20	1935	53.14%	2028	55.54%
21-25	1592	43.72%	1507	41.27%
26-30	79	2.16%	72	1.97%
31-over	31	0.85%	28	0.76%

DIVERSITY PROGRAM INITIATIVES AND HIGHLIGHTS FOR THE 2016-2017 YEAR

The Department of Housing and Residential Life is guided by the belief that celebrating diversity enriches and empowers the lives of all people. This is accomplished through the department's policies as well as the programmatic, staffing, and educational initiatives.

All students who choose to live in or visit the residential communities are expected to understand and abide by all housing policies. Among these, residents are aware that housing does not tolerate any form of bigotry, harassment, intimidation, threat, or abuse, whether verbal or written, physical or psychological, direct or implied. All reported incidents are handled through the University's student conduct processes.

There were a total of 175 global/diversity programs conducted in the residential areas during the 2016-2017 academic year. These were accomplished through various collaborative efforts with other campus partners; the "Grab 'n Go Programs" offered by in-hall staff where residents are taken to other campus-wide initiatives by their Resident Advisors; and through a series of passive programs and initiatives (i.e., poster campaigns and hall bulletin boards).

6. STUDENT EMPLOYMENT

FIU offers a significant amount of employment opportunities for our students. In fact, a large portion of our employee population (approximately 40%) are students. A study in the FIU libraries has demonstrated a strong correlation between on-campus jobs and graduation success. Therefore, this past year, the University launched “Career Ready” to increase structure and formalize student employment opportunities. This program, developed by a multi-disciplinary team from Human Resources, Student Affairs, the Office of Academic and Career Success, the Office of Analysis and Information Management, and the Office of Alumni Affairs offers convenient on-campus jobs to our students, provides relevant job experience, and professional development, which will assist students once they graduate.

The following three tables include the number of student employees at all FIU campuses in the 2016-2017 academic year, their race, gender, and campus department. Employment is either through temporary employment or Federal Work Study.

Total Number of Student Employees by Sex - All FIU Campuses	
Females	2168
Males	1724
Unknown	0
Total	3892

Total Number of Student Employees by Ethnic Group - All FIU Campuses	
American Indian/Alaska Native	13
Asian	319
Black/African American	774
Hispanic/Latino	2360
Not Specified	3
Native Hawaiian/Other Pacific Islander	5
White	418
Total	3892

7. EDUCATIONAL AND WORK ENVIRONMENT

FIU is a vibrant, student-centered public research university. FIU is worlds ahead in its commitment to learning, research, entrepreneurship, innovation, and creativity so that our graduates are prepared to succeed in a global market. Being world's ahead means not only educating and developing tomorrow's global leaders who will have a great cultural, social and

economic impact on the surrounding South Florida community, but to also identify the issues facing these communities and implementing the solutions.

FIU provides an educational experience that is intellectually, socially, and personally transparent for its students. Educational and work programs offer exceptional opportunities to fully integrate students' experiences in and out of the classroom.

PART IV. GENDER EQUITY IN INTERCOLLEGIATE ATHLETICS

Table 1. Sex Equity in Athletics Update

Element	Assessment	Area for Improvement?
1. Sports offerings	FIU sponsors eleven (11) Division I sports for women and seven (7) Division I sports for men. Currently, the University sponsors every women's sport with a championship offered by Conference USA and offers beach volleyball which competes in the Coastal Collegiate Sports Association (CCSA). In addition, we secured an outside consultant in 2017 and conducted a gender equity review of the program and determined compliance under the third prong of accommodation of interest and abilities.	
2. Participation rates, male and female, compared with full-time undergraduate enrollment	In 2017-18 the Athletic Department continued efforts to increase the participation rates of female versus male student-athletes. Although female participation rates are lower than female undergraduate enrollment the participation rates are keeping up with the rising female enrollment rates. The enrollment of female undergraduate students increased from 56% in 2015 to 57% in 2016 and increased to 57.4% in fall 2017. The female student-athlete participation rate also increased from 50.1% in 2015 to 50.9% in 2016 and the trend continues in 2017 to 51.3%. The narrative below describes initiatives to improve the ratio.	✓
3. Availability of facilities, defined as locker room, practice, and competitive facilities	The Ocean Bank Convocation Center provides locker room facilities for women's and men's basketball (identical), women's and men's soccer (identical), volleyball, beach volleyball (in construction for new lockers and lounge), and women's track & field. The department continues with the plans on an ongoing basis to improve facilities for our student-athletes. New construction began in December on the home of our softball program. The building is adjacent to our softball stadium (first base line) and women's short course golf area and will have locker rooms, lounge, coach's offices, a training room, and public restrooms. The building that currently houses our softball and tennis teams will be renovated for the women's tennis and golf programs. This project will be completed fall 2018. The softball, golf, and tennis locker rooms/lounges are in construction (softball) or newly renovated upgrade to existing locker room (baseball, golf and tennis). All programs train and compete in equitable facilities.	

4. Scholarship offerings for athletes	FIU provides the maximum NCAA permissible scholarships for each of our women's sports.	
5. Funds allocated for:		
a) the athletic program as whole	Funds allocated for women's sports are comparable to that of their male counterparts. Both are provided with the necessary resources to compete in Conference USA and nationally.	
b) administration	Funds allocated for administrators are comparable and without regard to gender.	
c) travel and per diem allowances	Travel allocations are provided in an equitable manner. Per diem is allocated as per the Florida Statute. Travel mode and method is determined by our travel policy, but generally travel outside the state, regardless of sport program, is by commercial airline (with the exception, of football due to the number of participants), and travel within the state is usually by bus or on occasion by twelve passenger van depending on size of team or preference of the coach. The sport programs have funds allocated to ensure safety in travel and a good student-athlete experience.	
d) recruitment	Funds allocated for recruiting are comparable for both the women's and men's sport programs. All programs have successfully recruited, regionally, nationally and internationally.	
e) comparable coaching	Experience and number of coaches available in women's programs are comparable to their male counterparts.	
f) publicity and promotion	The marketing and promotion of our sports programs is equitable and accomplished through website, media relations efforts, weekly stories and releases, and our newly formed video department that streams all non-televised home competitions in our team sports of women's and men's soccer, volleyball, women's and men's basketball, softball and baseball. Materials for promotion (i.e., posters, schedule cards) are equitable among like sports.	
g) other support costs	Student-athlete development and Panther Gold programming opportunities are provided for all sport programs in an equitable manner. All sport programs are assigned an operations coordinator to assist with the program including travel, team meals, recruiting logistics, etc.	
6. Provision of equipment and supplies	Each sport is provided the equipment and supplies necessary to compete in an equitable manner. Results from experience surveys indicate student-athletes from all sports regardless of gender would want more practice and training gear. We will continue efforts to enhance opportunities through our Adidas partnership.	
7. Scheduling of games and practice times	Teams that share facilities alternate or agree on a practice schedule annually. Regular practice schedules are secured each term to insure continuity and student-athlete class scheduling. Women's and men's basketball and volleyball are the sports that share a facility. In the fall volleyball takes priority and in the winter/spring the basketball programs have preference of practice times. All games are scheduled in an equitable manner.	

8. Opportunities to receive tutoring	An academic coordinator is assigned to each of the FIU athletic teams. A full-time SAAC staff member oversees a staff of approximately fifty-four (54) tutors. These tutors are available to our student-athletes for entry-level courses to upper division courses required for undergraduate majors. All student-athletes have equitable access to schedule tutoring through their academic coordinator.	
9. Compensation of coaches and tutors	Coaches are compensated equitably when compared to their Conference USA counterparts. Differences in pay between male and female coaches are driven by market value in that particular sport. All tutors, independent of assignments to students, teams or gender are paid equivalently and are selected to work with our student-athlete population after a rigorous selection process. During the interview process, all potential tutors are reviewed by the SAAC Tutor Coordinator where they must meet the qualifications for their specific content area.	
10. Medical and training services	Each sport is assigned a Certified Athletic Trainer (CAT), and women's and men's teams have equal access to the training room facilities and CAT's. We have a partnership with Baptist South Florida and provide second-to-none quality physicians and surgeons for all our student-athletes medical needs. All student-athletes have equal access to treatment, referrals, rehabilitation, and any medical care needed.	
11. Housing and dining facilities and services	Each student-athlete either lives in on-campus housing, lives at home or receives an identical stipend for off-campus housing based on their scholarship. The students receive housing options on an equivalent basis. Students in on-campus housing receive equivalent meal plans based on scholarship level and those living off-campus receive an equivalent meal stipend based on their scholarship.	

Table 2. Sex Equity in Athletics- Areas for Improvement

Areas for improvement	Program for Improvement	Timetable
Participation Rates	Full scholarship opportunities were offered for all women's programs in 2017-2018. The department will continue to work on the participation rates by encouraging female participation throughout all eleven women's sport programs while capping the male rosters of the seven men's sport programs.	Ongoing through 2017-2018 and 2018-2019

Areas of Improvement from 2017 Report and Achievement of Improvement Reported in 2018

Areas of Improvement Pertaining to Sex Equity in Athletics Identified in 2018 Report	Achievement Report for Areas of Improvement Pertaining to Sex Equity in Athletics Identified in 2017 Report
Although the female participation rate (51.3% up from 50.9%) continues to trend in narrowing the gap of the	Our women's programs and student-athletes continue to thrive, led by our swimming and diving program which

female undergraduate enrollment, the rate (57.4% up from 57%) remains greater than the allowable 3% difference. In 2017-2018 the student-athlete male participation rate decreased while the female participation rates increased, as the trend continues (4th consecutive year) with a higher rate of female participation and a higher rate of female student enrollment. This is a significant result achieved with our efforts to reduce the gap in male vs female participation rates (roster capping for men and encouraging females to walk-on). These efforts will continue in 2018-2019.

won its fourth consecutive Conference USA Championship in 2018. The dominant performance by the swimming and diving team scored the highest in Conference USA history. The Lady Panthers won 14 first-place medals. FIU swept the Conference USA Superlative awards as Naomi Ruele earned C-USA Swimmer of the Year, Rebecca Quesnel was the C-USA Diver of the Year, Rachel Foord was the C-USA Freshman Diver of the Year and Sara Gyertyanffy was the C-USA Freshman Swimmer of the Year. Head Coach Randy Horner was also named C-USA Swim Coach of the Year while Rio Ramirez was the C-USA Diver of the Year.

FIU women's tennis won the 2018 Conference USA Championships. Tennis Senior Andrea Lazaro won the 2017 Oracle ITA National Fall Championship and made the semifinals in the 2017 Riviera ITA All American Championship. During the season she also reached the highest Oracle/ITA singles ranking in FIU history of No. 2. In the NCAA Singles Championships, Andrea became the only player in FIU history to reach the quarterfinal round. The doubles team of Maryna Veksler and Ulyana Grib also earned an automatic bid to the NCAA Championships ranked no. 19 in the nation. With her first C-USA Championship Head Coach Katarina Petrovic was named C-USA Coach of the Year.

Sophomore High Jumper Clarissa Cutliff earned Second-Team All-America honors following her performance in the high jump at this year's NCAA Division I Indoor Track and Field Championships. In addition, she won C-USA championships in both indoor and outdoor. She followed that up with Second Team All-America honors, sharing 12th-place in the in the high jump finals in the NCAA Outdoor Track and Field Championships.

During the 2017-2018 academic year the FIU student-athletes recorded the highest overall grade-point-average 3.23 (3.20 previous year) on record. In spring, 301 (254 previous year) student-athletes registered GPA's of 3.0 or better and 103 Panthers were named to the FIU Dean's list recording GPA's over a 3.5.

Construction began in December for the new building to house locker rooms/lounge, coaches' offices, public restrooms and training room for our women's softball program. As part of the construction, a locker room and lounge will be added for the women's golf program. In addition, the current locker room facility for the tennis and beach volleyball teams will be undergoing an upgrade and renovation during the 2017-2018 year. The beach volleyball team will also have lounge, coaches' office and restroom facility added adjacent to the beach courts.

Table 3. Student Athletes by Gender 2016-2017			
	Male	Female	Total
Number	224	232	456
Percent of Total	49.1	50.9	100%

**Numbers are based on anyone who was eligible to compete the last day prior to the first date of competition in the sports' competitive season. Unlike previous years, included are all the track participants instead of the un-duplicated counts.*

Table 4. Female Enrollment Rates Compared to Participation Rates 2016-2017 and 2017-2018			
Female Athletes	2016-2017	2017-2018	Gap Variance
Enrollment	57	57.4	0.4%
Participation	50.09	51.3	0.4%

According to the above table, in Fall 2017, females were 57.4% (up from 57%) of students enrolled full-time at FIU compared to 51.3% (also up from 50.9%) of student-athletes. Although percentage of female athletic participants are trending up, the component does not meet compliance (over a 5% gap) due to the enrollment increasing at the same rate. The coaches of our women's sports continue to advertise and recruit walk-ons for our women's teams.

Basis for Compliance:

- ✓ Accommodation of interests and abilities
- ___ Substantial proportionality
- ___ History and practice of expansion of sports

PART V. EMPLOYMENT REPRESENTATION

The guidelines for the employment equity measure the achievement of appropriate representation in selected faculty and administrative employment categories. Employment data is derived from the IPEDS Fall Staff Report, which is completed annually by each university.

Table 1. Category Representation – Tenured Faculty

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	NR*	Female	Male	Total
Number, Fall 2017	8	23	1	104	62	0	272	0	0	141	329	470
Number, Fall 2016	12	24	2	106	66	0	284	0	0	151	343	494
1YR Percentage Change	-33.33%	-4.17%	50%	-1.89%	-6.06%	N/A	-4.23%	N/A	N/A	-6.62%	-4.08%	-4.86%
Number, Fall 2012	9	27	2	79	60	0	270	0	0	130	317	447
5YR Percentage Change	-11.11%	-14.81%	-50%	31.65%	3.33%	N/A	-0.74%	N/A	N/A	8.46%	3.79%	5.15%

*NR=Not Reported

Source: IPEDS Fall Staff, IPEDS Human Resources Data. IPEDS Human Resource, instructional faculty only. Does not include Research or Public Service only faculty. IPEDS Human Resource aligned with 2010 Standard Occupational Category (SOC) System.

The overall amount of tenured female faculty increased by over 8% between Fall 2012 and Fall 2017. Although there has been some decline in retaining Black tenured faculty, the University has been successful in retaining both Asian and Hispanic tenured faculty. FIU hopes to tackle these declining rates with various faculty development and diversity initiatives from the Office to Advance Women, Equity and Diversity (AWED), and the Office for Faculty and Global Affairs (OFGA). AWED aims to achieve and sustain faculty equity and diversity, an essential element of FIU's academic excellence. The Office for Faculty and Global Affairs provides guidance and resources to sustain and enhance our faculty's success through career growth, development and reward programs.

Table 2. Category Representation – Tenure-Track Faculty

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	NR*	Female	Male	Total
Number, Fall 2017	36	8	1	39	21	0	119	0	0	98	126	224
Number, Fall 2016	40	8	1	37	18	0	120	0	0	95	129	224
1YR Percentage Change	-10.00%	0%	0%	5.41%	16.67%	N/A	-0.83%	N/A	N/A	3.16%	-2.33%	0%
Number, Fall 2012	43	11	2	45	19	0	120	0	0	104	136	240
5YR Percentage Change	-16.28%	-27.27%	-50%	-13.33%	10.53%	N/A	-0.83%	N/A	N/A	-5.77%	-7.35%	-6.67%

*NR=Not Reported

Source: IPEDS Fall Staff, IPEDS Human Resources Data. IPEDS Human Resource, instructional faculty only. Does not include Research or Public Service only faculty. IPEDS Human Resource aligned with 2010 Standard Occupational Category (SOC) System.

Overall, the decline in tenure-track faculty has been minimal between Fall 2012 and Fall 2017. FIU increased the overall representation of women from Fall 2016 to Fall 2017 with a slight decline in male faculty. AWED's Faculty Mentor Program pairs junior tenure-track faculty with senior tenured faculty across various disciplines. The United Faculty of Florida (UFF-FIU) also partners with the Office for Faculty and Global Affairs to host annual tenure workshops to assist tenure-track faculty as they work towards attainment of tenure. These workshops have expanded to include panelists and speakers from the various colleges, ensuring that all departments are adequately represented and affording tenure-track faculty with the necessary resources to meet their goals. AWED's most recent project, FIU ADVANCE, seeks to attract, recruit, retain, and promote more female STEM faculty, particularly underrepresented minority women, to better reflect the demographics of the FIU student body.

Table 3. Category Representation – Non-Tenure-Earning Faculty

	NRA	B	AI/AN	A	H	NH/ OPI	W	≥ Two	NR*	Female	Male	Total
Number, Fall 2017	40	43	2	32	148	0	261	6	0	275	257	532
Number, Fall 2016	37	45	1	34	150	0	285	4	0	291	265	556
1YR Percentage Change	8.11%	-4.44%	100%	-5.88%	-1.33%	N/A	-8.42%	50%	N/A	-5.50%	-3.02%	-4.32%
Number, Fall 2012	34	32	0	25	96	0	241	1	0	224	205	429
5YR Percentage Change	17.65%	34.38%	N/A	28%	54.17%	N/A	8.30%	50%	N/A	22.77%	25.37%	24.01%

*NR=Not Reported

Source: IPEDS Fall Staff, IPEDS Human Resources Data. IPEDS Human Resource, instructional faculty only. Does not include Research or Public Service only faculty. IPEDS Human Resource aligned with 2010 Standard Occupational Category (SOC) System.

The overall decline in non-tenure track faculty remains below 5% between Fall 2016 and Fall 2017. Between Fall 2012 and Fall 2017, FIU increased these numbers by over 20%. The Office for Faculty and Global Affairs has created numerous opportunities for faculty development as well programs which reward and provide incentives for productive faculty. To promote excellence in teaching, OFGA along with the Center for Advancement of Teaching formed a committee for evaluating and rewarding teaching. This committee was tasked with developing more effective mechanisms for evaluating teaching as well creating more incentives for teaching excellence. The Center for Advancement of Teaching also offers numerous resources for faculty to promote teaching innovation and student success.

Table 4. Category Representation – Executive/Administrative/Managerial

	NRA	B	AI/AN	A	H	NH/ OPI	W	≥ Two	NR*	Female	Male	Total
Number, Fall 2017	4	113	1	34	467	0	311	7	0	561	376	937
Number, Fall 2016	4	112	1	35	450	0	320	5	0	554	373	927
1YR Percentage Change	0%	0.89%	0%	-2.86%	3.78%	N/A	-2.81%	40%	N/A	1.26%	0.80%	1.08%
Number, Fall 2012	6	73	0	24	252	0	265	1	0	376	245	621
5YR Percentage Change	-33.33%	54.79%	N/A	41.67%	85.32%	N/A	17.36%	60%	N/A	49.20%	53.47%	50.89%

*NR=Not Reported

Source: IPEDS Fall Staff, IPEDS Human Resources Data. IPEDS Human Resource, instructional faculty only. Does not include Research or Public Service only faculty. IPEDS Human Resource aligned with 2010 Standard Occupational Category (SOC) System.

FIU increased our overall number of Executive/Administrative faculty by more than 50% between Fall 2012 and Fall 2017. The University continues to offer various opportunities for faculty and professional development. Some notable programs include the Educational Leadership Enhancement Program and the Presidential Leadership Program.

PART VI. AREAS OF IMPROVEMENT AND ACHIEVEMENT

Enrollment

Areas for Improvement pertaining to Student Enrollment	Achievement Report pertaining to Student Enrollment
<p>Recruitment and retention of Black and Hispanic doctoral students is the primary goal for our graduate programs, specifically STEM.</p> <p>FIU is one of 13 institutions selected to participate in the Association of American Colleges & Universities (AAC&U) Committing to Equity and Inclusive Excellence: Campus-Based Strategies for Student Success, a project designed to promote equity in student achievement and improve student learning and success. The objective of the initiative is to promote academic achievement among low-income, first-generation and minority students. Throughout the year, SAS conducted multiple focus groups and surveyed FIU's 5,000+ African-American students to assess their levels of engagement with the University's academic resources and the various opportunities to engage in high-impact practices that lead to increased rates of student retention and engagement.</p>	<p>FIU will continue to show impactful ways in the overall number of undergraduate degrees awarded across each ethnic category with the exception of "Not reported" (decreased by 2%) and American Indian (no change).</p>

Athletics

Areas for Improvement Pertaining to Athletics	Achievement Report Pertaining to Athletics
<p>Full scholarship opportunities were offered for all women's programs in 2017-2018. The department will continue to work on the participation rates by encouraging female participation throughout all eleven (11) women's sport programs while capping the male rosters of the seven (7) men's sport programs</p>	<p>Construction began in December for the new building to house locker rooms/lounge, coaches' offices, public restrooms and training room for our women's softball program. As part of the construction, a locker room and lounge will be added for the women's golf program. In addition, the current locker room facility for the tennis and beach volleyball teams will be undergoing an upgrade and</p>

	renovation during the 2017-2018 year. The beach volleyball team will also have lounge, coaches' office and restroom facility added adjacent to the beach courts.
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Employment

Areas for Improvement Pertaining to Employment	Achievement Report Pertaining to Employment
FIU will continue its recruitment efforts for employees with disabilities and veterans. FIU aims to achieve and sustain faculty equity and diversity. The University will continue efforts to increase applicant pools, advertise in minority publications, and outreach to minority faculty.	FIU made <i>The Chronicle of Higher Education's</i> 2018 "Great Colleges to Work For®" list with Honor Roll designation for the third consecutive year. This is the fourth time FIU has been recognized by <i>The Chronicle</i> . FIU received Honor Roll distinction in 10 categories, including diversity.

PART VII. PROTECTED-CLASS REPRESENTATION IN THE TENURE PROCESS AY 2016-2017

Sex, Race/Ethnicity	Applied	Withdrawn	Denied	Deferred	Nominated
MALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	3	0	0	0	3
Black/African American	1	0	0	0	1
Hispanic	2	0	0	0	2
Native Hawaiian/Other Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	11	0	0	1	10
Other, Not Reported	0	0	0	0	0
Total Male (include Other, Not Reported)	17	0	0	1	16
FEMALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	4	0	0	0	4
Black/African American	1	0	0	0	1
Hispanic	0	0	0	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	7	0	0	0	7
Other, Not Reported	0	0	0	0	0
Total Female (Number and Percent) (include Other, Not Reported)	12	0	0	0	12
GRAND TOTAL	29	0	0	1	28

Legend

- ❖ Applied: Faculty whose names have been submitted for tenure review. Sum of Withdrawn, Denied, and Nominated (or provide explanation).
- ❖ Withdrawn: Faculty who withdrew from tenure consideration after applying for review.
- ❖ Denied: Faculty for whom tenure was denied during the review process.
- ❖ Nominated: Faculty for whom tenure is being recommended by the University.
- ❖ Deferred: Faculty who were granted an extension to re-apply for tenure in their terminal year.

PART VIII. PROMOTION AND TENURE COMMITTEE COMPOSITION
AY 20-16 – 2017

Type of Committee	Black/ African American		American Indian/ Alaskan Native		Asian		Native Hawaiian /Other Pacific Islander		Hispanic		Two or More Races		White		Other, Not Reported		Total including Other, Not Reported	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
University Committee																		
No University-wide committee																		
College of Communication, Architecture and the Arts																		
College Committee	0	0	0	0	0	0	0	0	1	0	0	0	3	3	0	0	4	3
Biology	0	0	0	0	0	0	0	0	1	1	0	0	3	4	0	0	4	5
English	0	3	0	0	0	0	0	0	0	0	0	0	14	12	0	0	14	15
Mathematics and Statistics	3	0	0	0	10	4	0	0	1	0	0	0	11	1	0	0	25	5
Philosophy	0	1	0	0	0	0	0	0	0	0	0	0	4	3	0	0	4	4
Psychology	0	1	0	0	1	0	0	0	1	1	0	0	10	5	0	0	12	7
Teaching and Learning	0	1	0	0	2	1	0	0	0	2	0	0	5	5	0	0	7	9
Leadership and Professional Studies	0	0	0	0	1	2	0	0	0	2	0	0	4	3	0	0	5	7
College of Communication, Architecture and the Arts																		
College Committee	0	0	0	0	1	0	0	0	3	0	0	0	1	3	0	0	5	3
Art + Art History	0	0	0	0	0	2	0	0	0	1	0	0	3	3	0	0	3	6
Communication	0	0	0	0	0	1	0	0	0	1	0	0	1	2	0	0	1	4
Music	0	0	0	0	0	0	0	0	1	0	0	0	5	1	0	0	6	1
Theatre	0	0	0	0	0	0	0	0	0	1	0	0	4	1	0	0	4	2
College of Business Administration																		
College Committee	0	0	0	0	3	0	0	0	1	0	0	0	0	1	0	0	4	1
School of Accounting	1	1	0	0	4	1	0	0	0	0	0	0	2	2	0	0	7	4
Management and International Business	1	0	0	0	3	1	0	0	3	1	0	0	3	3	0	0	10	5

College of Engineering and Computing																		
College Committee	0	0	0	0	3	0	0	0	0	0	0	0	3	1	0	0	6	1
Civil and Environmental Engineering	0	0	0	0	5	2	0	0	1	0	0	0	1	1	0	0	7	3
Mechanical and Material Engineering	1	0	0	0	4	1	0	0	0	0	0	0	5	0	0	0	10	1
Biomedical Engineering	0	0	0	0	4	1	0	0	0	0	0	0	2	1	0	0	6	2
School of International Affairs																		
College Committee	0	0	0	0	0	2	0	0	0	2	0	0	4	0	0	0	4	4
Global and Sociocultural Studies	2	1	0	0	0	1	0	0	3	1	0	0	11	4	0	0	16	7
Criminal Justice	0	0	0	0	0	1	0	0	2	0	0	0	3	3	0	0	5	4
Politics and International Relations	0	0	0	0	1	1	0	0	3	0	0	0	11	3	0	0	15	4
College of Law																		
College Committee	1	0	0	0	0	1	0	0	3	2	0	0	7	4	0	0	11	7
College of Medicine																		
College Committee	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0
Psychiatry	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0

PART IX. OTHER REQUIREMENTS

A. Budgetary Incentive Plan

FIU is committed to a diverse workforce where the contributions of each member of our faculty, administration, and staff are respected and valued. Our objective is to provide current and potential employees with an equal opportunity to compete for employment and advancement opportunities. Our diverse student body of more than 56,850 students from more than 154 countries is reflective of the world around us. FIU will continue to take affirmative steps to ensure that we maintain a diverse workforce to educate and serve our diverse student body.

FIU's outreach and recruitment efforts are coordinated by the Office of Talent Acquisition and Management and reflect a University commitment and a team approach to increasing faculty and staff diversity. The recruitment team consists of the hiring department, the Division of Human Resources, and Academic Affairs. One of our priorities is to continue the recruitment and retention of administrators, faculty, and staff from various backgrounds and academic disciplines by identifying and advertising in venues specific to open positions. Each hiring official is encouraged to support the use of collective efforts to cast the net wide in search of a diverse pool of qualified faculty and administrative applicants. This is one component of the University's strategic efforts to provide equal opportunity to all applicants and to eliminate discrimination against any group or individual. FIU will recruit, hire, and promote persons without regard to race, color, religion, age, disability, sex, sexual orientation, national origin, marital status, or veteran status. This effort also includes recruitment announcements in minority publications and outreach to the various Minority Caucuses and Sub-Groups within the discipline. Additionally, local, national, and regional affinity groups, as well as constituency groups are contacted and informed of FIU's employment opportunities.

The University continued to use funding from the Budgetary Incentive Plan to address areas of improvement. We will review and assess our progress on an on-going basis during the year.

B. President's Evaluation

The University President's performance is evaluated annually consistent with the provisions of his employment contract and Florida Board of Governors Regulation 1.001(5) (f). The process for evaluating the President's progress towards equity and diversity goals begins with the President's self-evaluation of his annual goals submitted to the Board of Trustees (BOT) Chair.

The BOT Governance Committee provided President Rosenberg with a written assessment of its evaluation, and the Committee presented its written assessment and recommended performance rating for BOT Full Board for approval. Claudia Puig, Chair of the BOT, led the discussion on the University's 2016-2017 Annual Accountability Plan and the President's performance during AY 2016-2017.

2018 Equity Report Contributors

Special thanks to the following individuals for their contributions to the 2018 Equity Report:

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Enrollment Management & Services

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

September 5, 2018

Subject: Ratification of the 2018-2021 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida - FIU Chapter

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees (the BOT) ratify the 2018-2021 Collective Bargaining Agreement between the BOT and the United Faculty of Florida (UFF) – FIU Chapter. Amendments have been made to the following sections:

- Article 11: Salaries
 - Article 17: Amendment and Duration
 - Appendix G: Appointment
 - Appendix G: Assignment of Responsibilities
 - Appendix G: Professional Development Leave and Sabbaticals
 - Appendix G: Benefits
 - Appendix G: Leaves
-

Background information:

At FIU, 70% of the faculty are in-unit faculty members who are governed by the Collective Bargaining Agreement.

Representatives of the BOT and the UFF have engaged in collective bargaining negotiations to discuss the terms and conditions of employment that will govern personnel who fall within the bargaining unit represented by the UFF. The bargaining teams have reached an agreement on the terms of the 2018-2021 BOT-UFF Collective Bargaining Agreement for a term of July 1, 2018 through July 1, 2021.

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Supporting Documentation: BOT-UFF Term Sheet
 Draft 2018-2021 BOT-UFF Collective Bargaining Agreement

Facilitator/Presenter: Kenneth G. Furton

Pending ratification by the United Faculty of Florida – FIU Chapter

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BOT-UFF TERM SHEET

Term:	2018 - 2021
Articles:	The following two articles of the collective bargaining agreement were revised as outlined below: Salaries, and Amendments and Duration.
Policies:	The following five policies of the collective bargaining agreement were revised as outlined below: Appointment, Assignment of Responsibilities, Professional Development Leave and Sabbaticals, Benefits, and Leaves.
Salaries:	<ul style="list-style-type: none"> Effective upon the faculty contract date for academic year 2018-2019, all eligible employees who were employed prior to May 18, 2018 and who are continuously employed through August 13, 2018 and are not in receipt of a notice of termination or non-reappointment shall receive a one and half percent (1.50%) retention increase to their base salaries, with a minimum increase of \$750. The promotion increase from Instructor to Assistant Librarian will be increased from 9% to 11%.
Amendment and Duration:	<ul style="list-style-type: none"> Established a three-year contract (2018-2021) with five reopeners each over the contract period in addition to salary reopeners.
Appointment:	<ul style="list-style-type: none"> Revised the timeframe in which faculty should receive their annual notice of length of appointment and salary.
Assignment of Responsibilities:	<ul style="list-style-type: none"> Established that each unit shall develop policies and/or procedures as it relates to faculty assignments. Removed language as it relates to compensation for teaching an online course. Revised the overload assignment compensation to include online courses.
Professional Development Leave and Sabbaticals:	<ul style="list-style-type: none"> Revised the sabbatical language regarding when committee members are elected. Revised the professional development leave application timeframe to allow for applications to be due in the Fall.
Benefits:	<ul style="list-style-type: none"> Revised the phased retirement eligibility age to be consistent with the timeframe in which a faculty member would be eligible to

	<p>receive full social security benefits.</p> <ul style="list-style-type: none"> • Extended leave for illness or injury to domestic partners.
Leaves:	<ul style="list-style-type: none"> • Extended sick leave to domestic partners.

**The Florida International University Board of Trustees
and The United Faculty of Florida Collective Bargaining
Agreement 2018-2021 ~~2015-2018~~**

The Florida International University Board of Trustees and

The United Faculty of Florida

Collective Bargaining Agreement

~~2015-2018~~2018 - 2021

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PREAMBLE

The intent of the parties in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education at Florida International University (hereinafter, FIU) and to maintain high standards of academic excellence in all phases of instruction, research, and service. The Board of Trustees (hereinafter, the Board) retains its rights, under law, to manage and direct the University. The United Faculty of Florida (hereinafter, UFF), as the certified bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit.

Both parties recognize the desirability and importance of collegial governance for faculty and professional employees in matters of traditional academic concern. In such a collegial system, academic departments, faculty assemblies, the Faculty Senate, and faculty committees should play an active and responsible role in matters of traditional academic concern. At the University, the most effective collegial governance occurs when peers work critically together to perform their responsibilities in the most professional manner possible.

This Preamble is a statement of intent and policy and is, therefore, not subject to the provisions of this Agreement concerning the Grievance and Arbitration Procedure.

ARTICLE 1 RECOGNITION

1.1 Bargaining Unit. The Board has recognized the UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment agreed to by the parties for the bargaining unit certified by the Florida Public Employees Relations Commission in Case No. RA-2004-001 (February 4, 2004) and described in Certification No. 1463 issued to the UFF. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the bargaining unit.

1.2 Board and Administration Rules and Policies.

- (a) If there is an inconsistency between an existing Board or administration rule or policy and an express provision agreed to by the parties, the Board agrees to promptly remedy the inconsistency.
- (b) No new or amended Board or administration rule, policy, or resolution shall apply to employees if it conflicts with an express term agreed to by the parties.

- (c) The Board and the administration shall provide to the UFF Chapter an advance copy of any proposed rule or policy changing a term or condition of employment agreed to by the parties. The Board or the administration, as the case may be, shall provide the advance copy of a proposed rule no later than 60 days in advance of its effective date so as to permit the UFF Chapter to seek consultation with respect to it. With respect to a rule 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 Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term agreed to by the parties, the UFF Chapter shall be notified at the time the hearing is scheduled and afforded the opportunity to address the matter at the public hearing.
- (e) If any proposed rule, policy, or resolution would modify an express agreement by the parties, the Board shall notify the UFF Chapter and shall engage in collective bargaining prior to the change.

1.3 Board of Trustees Meetings - Agenda

- (a) The Board shall furnish to the UFF Chapter a copy of the agenda of each Board meeting or Board committee meeting at the time those agendas are made available to members of the Board, and a copy of the minutes of Board meetings at the time they are made available to the general public.
- (b) The UFF Chapter shall be granted a place on the agenda at each public Board meeting for the purpose of addressing any item on the Board's agenda that affects the wages, hours, or other terms and conditions of employment of employees.

1.4 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the Board or the administration 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 agreed to by the parties, any changes or modification shall be made only through negotiation and agreement with the UFF Chapter.

ARTICLE 2 CONSULTATION

2.1 Consultation with President. The President or designee shall meet with the 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 occur at least once per semester during the academic year and once during the summer term unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

2.2 Location of consultation. The consultation meetings shall be held on a mutually convenient date on the FIU Modesto A. Maidique campus unless the parties agree to another location.

2.3 Affirmative Action Plan. The University shall provide to the UFF Chapter, without cost, a copy of the University's Affirmative Action Plan or Update.

ARTICLE 3 UFF CHAPTER PRIVILEGES

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

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

At a minimum, University facilities provided to UFF Chapter shall include:

- (a) An office conveniently located on the Modesto A. Maidique Campus in or near the PC building or other site mutually agreed to in consultation. Such space will at minimum consist of an office of at least 225 square feet and a locked storage area of at least 150 square feet, which will be furnished with standard faculty furnishings. The office shall be wired for telephone service and computer access

to the internet.

- (b) A University telephone number and listing in all campus directories. The UFF Chapter shall be responsible for paying the monthly phone bill.

3.2 Communications.

- (a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the UFF chapter in the course of consultation pursuant to Article 2, Consultation. 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 a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.
- (b) FIU will place a link in an appropriate place on the University web site to the web site of the UFF Chapter.
- (c) the University will provide the UFF Chapter the email addresses of all bargaining unit members upon request no more than once per semester in electronic form.

3.3 Leave of Absence - Union Activity.

- (a) At the written request of the UFF Chapter, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to six (6) employees designated by the UFF Chapter for the purpose of carrying out UFF's Chapter obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to six (6) employees for the entire summer term, upon written request by the UFF Chapter provided no later than March 30 of the preceding academic year. Upon the failure of the UFF Chapter to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.
- (b) No more than one employee per fifteen (15) employees or fraction thereof per department/unit need be granted such leave at any one time.
- (c) The UFF Chapter shall reimburse the University for the employee's salary, fringe benefits, and retirement.
- (d) Employees on leave under this paragraph shall be eligible to receive salary increases (prorated based on the employee's FTE) on the same basis as other employees in accordance with the provisions of this Agreement.

- (e) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. As an exception, one employee designated by UFF Chapter shall be eligible for a leave of absence for one additional year.
- (f) The University or the Board shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University and Board 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 a total of six (6) units of released time per semester, in both the Fall and Spring semesters, to full-time employees designated by the UFF Chapter to carry out the UFF's Chapter obligations in representing employees and administering the Agreement. Any units of release time not used by UFF Chapter may be carried forward to subsequent semesters until a successor to this agreement is in force. The UFF Chapter may designate employees to receive released time during the academic year, subject to the following conditions:
 - 1. No more than one (1) employee per fifteen (15) employees or fraction thereof per department/unit may be granted released time at any one time, nor may any employee be granted more than a two (2) unit reduction in a single semester.
 - 2. The UFF Chapter shall provide the Provost with a list of requested designees and/or units to be carried forward for the academic year no later than May 1 of the preceding academic year. Upon approval of the designees by the University, the designees shall serve for one (1) academic year. Changes for the spring semester may be made upon written notification submitted by the UFF Chapter to the Provost no later than November 1st.
- (b) (1) a "unit" of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week. Two (2) units shall consist of a reduction in teaching load of two (2) courses per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of twenty (20) hours per week.
- (c) Employees who are on leave of any kind, other than leave pursuant to Section 3.3,

shall not be eligible to receive UFF released time.

- (d) Upon the failure of the UFF Chapter to provide a list as specified above in 3.4 (a)(2) by the specified deadlines, the University may refuse to honor any of the released time requests which were submitted late. Changes for Spring semester submitted after the November deadline shall be allowed at the discretion of the University.
- (e) Employees on released time shall be eligible for salary increases on the same basis as other employees, but their released time activities shall not be evaluated nor taken into consideration in making personnel decisions.
- (f) Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University or Board for any activities undertaken on behalf of the UFF Chapter. The UFF Chapter agrees to hold the University and Board harmless for any claims arising from such activities, including the cost of defending against such claims.
- (g) Released time shall be used for conducting UFF Chapter business at the University or State level and shall not be used for lobbying, other political representation, or for any activities for which the use of released time is prohibited by State law.

3.5 Summer Released Time.

- (a) The University agrees to provide UFF Chapter with three (3) units of released time assignments in increments of .25 FTE over thirteen (13) weeks. No more than one (1) employee per fifteen (15) employees or fraction thereof per department/unit may be designated to receive such released time.
- (b) The UFF Chapter shall provide the Board with a list of requested designees no later than April 7th of the academic year proceeding the summer term.
- (c) All other provisions contained in Section 3.4, except 3.4(a) and (b), shall apply to summer released time.

ARTICLE 4 RESERVED RIGHTS

4.1 Policy. The Board retains and reserves to itself or its designee(s) the rights, powers and authority vested in it, including the right to plan, manage, and control FIU and in all respects carry out the ordinary and customary functions of management.

4.2 Limitations. All such rights, powers and authority are retained by the Board, subject to those limitations agreed to by the parties.

ARTICLE 5

ACADEMIC FREEDOM AND RESPONSIBILITY

5.1 Policy. Florida International University affirms the principles of academic freedom and responsibility, which are rooted in the concept of the University as a community of scholars committed to free inquiry in an atmosphere of tolerance, without fear of censorship or reprisal.

5.2 Academic Freedom. Academic freedom is the freedom of an employee to present and discuss all relevant matters in the classroom, to select instructional materials and determine grades, to pursue all avenues of scholarship, research and creative expression, to speak freely on all matters of University governance, and to speak, write or act as an individual, all without institutional discipline or restraint. Nothing in this Article will be understood to grant any right to be included on the agenda of any University meeting, except as otherwise provided in this Agreement or by law or University rule.

5.3 Academic Responsibility. Academic freedom is accompanied by the corresponding responsibility:

- (a) To be forthright and honest in the pursuit and communication of scientific and scholarly knowledge and in the presentation of their work, including evaluation, promotion and/or tenure files;
- (b) To respect students, staff, and colleagues as individuals; treat them in a collegial manner; and avoid any exploitation of such persons for private advantage;
- (c) To respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit;
- (d) Not to represent oneself as an institutional representative unless specifically authorized as such, with the understanding that mere identification as an FIU employee or by FIU title or rank shall not be construed as such a representation; and
- (e) To contribute to the orderly and effective functioning of the employee's academic unit (program, department, school, and/or college) and/or the University.

5.4 Administration Responsibilities. On the part of the administration, Academic Responsibility implies a commitment actively to foster a climate favorable to the responsible exercise of freedom.

5.5 Responsibilities in addition to assigned duties. In addition to their assigned duties, employees have responsibilities arising from the nature of the educational process. Such responsibilities include, but are not limited to, observing and upholding

the ethical standards of their discipline; participating, as appropriate, in the shared system of collegial governance, especially at the department/unit level; respecting the confidential nature of the relationship between professor and student; adhering to their proper role as teachers, researchers, intellectual mentors, and counselors; and conducting themselves in a professional manner in all interactions.

ARTICLE 6 NONDISCRIMINATION

6.1 Statement of Intent. The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within the University and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality within the University. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, successive fixed multi-year appointments, promotion, sabbaticals, and other benefits. This statement of intent is not intended to be subject to Article 10, Grievance Procedure.

6.2 Policy.

(a) Neither the Board nor the UFF shall discriminate against any employee based upon race, color, sex, sexual orientation, gender identity, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status, nor shall the Board or the UFF abridge any rights of employees related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions shall be based on job-related criteria and performance.

(b) Sexual Harassment.

(1) Sexual harassment is a prohibited form of sex discrimination. In *Meritor Savings Bank v. Vinson*, 106 S.Ct. 2399 (1986), the United States Supreme Court defines sexual harassment (29 CFR 1604.11a) in the employment context as including the following:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such

individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

(2) In addition to the parties' concern with respect to sexual harassment in the employment context, the parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative, and especially so when a student's academic work, residential life, or athletic endeavors are supervised or evaluated by the employee (see Section 5.3).

(3) Investigation of Charges of Discrimination. Charges of discrimination, including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly reviewed/investigated according to established University procedures. No employee reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

If after the completion of the review/investigation, any finding of discrimination is made, a record of the complete findings will be placed in the employee's evaluation file. If no finding of discrimination on any charge or complaint is made, no record of the charge or complaint will be placed in the employee's evaluation file unless the employee requests in writing that a record of the complete review/investigation be placed in the evaluation file.

6.3 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 which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided, however, that the University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

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

6.5 Grievance Procedure. Claims of such discrimination by the University may be presented as grievances pursuant to the Article on Grievance Procedure. It is the intent of the parties that matters which may be presented as grievances under the Article on Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to the Article on Grievance Procedure are initiated by the grievant, except as specifically provided for in the Article on Grievance Procedure.

ARTICLE 7 MINUTES, RULES, AND BUDGETS

7.1 Board Documents.

- (a) The Board shall provide the UFF Chapter with a copy of the following:
- (1) the minutes of the meetings of the Academic Planning Council;
 - (2) the minutes of the meetings of the Board;
 - (3) Board rules published under the Administrative Procedures Act; and
 - (4) copies of this Agreement and all supplements to the Agreement, consistent with the provisions of this Agreement.

The Board shall also provide the UFF Chapter a computer account for purposes of accessing FIU personnel employee records reflecting the annual salary increases provided to employees.

- (b) The Board shall ensure that a copy of the following documents is made available in an easily accessible location in its main library or by links on the University web site:
- (1) minutes of the meetings of the Academic Planning Council
 - (2) the minutes of the meetings of the Board;
 - (3) Board and the University's rules published under the Administrative Procedure Act; and
 - (4) the University's operating budget, including the previous year's expenditure analysis.

ARTICLE 8 LAYOFF AND RECALL

8.1

- (a) Layoff. In the event the University determines that the number of bargaining unit employees must be reduced as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions, the University shall notify the UFF Chapter no less than thirty (30) days prior to taking such action and, if UFF so requests, the University President or his designee(s) shall meet with UFF to discuss the layoff prior to its implementation.
- (b) Layoff Unit. The layoff unit may be at any organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate. The sole instance in which only one (1) employee will constitute a layoff unit is when

the functions that the employee performs constitute an area, program, or other level of organization at FIU. If a layoff of bargaining unit members is determined to be necessary, the following procedure shall be controlling.

8.2 Reduction

- (a) No tenured employee shall be laid off if there are non-tenured employees in the layoff unit.
- (b) No employee in a non-tenured position in the layoff unit with more than five (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service.
- (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 institution and the academic needs of the program. The determination of which employees are to be laid off shall be based on the following factors: length of continuous University service; performance evaluation by students, peers, and supervisors; academic training; professional reputation; teaching effectiveness; research record or quality of the creative activity in which the employee may be engaged; service to the profession, community, and public; qualifications to teach courses offered in the unit and relevant standards of accrediting agencies.
- (d) No employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.
- (e) The University shall notify the UFF Chapter in writing in advance regarding the proposed use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. Any such use of adjunct or other non-unit faculty in departments/units where employees have been laid off shall be subject to bargaining.

8.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees within the University and to make known the results of the effort to the person affected.

8.4 Notice. Employees with three or more years of continuous University service shall be provided at least one (1) year's notice prior to being laid off. Those with less than three years' service shall be provided with at least six (6) months' notice. Employees who have received notice of layoff shall be afforded the recall rights granted under the provisions of this Agreement. 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; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; a statement that the employee will receive the FIU Vacancy Listing until the recall period ends or re-employment offer is refused; and

a statement that the employee is eligible for consideration for retraining under the provisions of this Agreement for a period of two years following layoff.

8.5 Re-employment/Recall.

(a) For a period of two (2) 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 which previously employed at the time of layoff, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the FIU position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the Division of Human Resources advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment who are recalled shall be offered re-employment not to exceed the length of their last appointment. The Board shall notify the UFF Chapter when an offer of re-employment is issued.

(b) Benefit Restoration. All benefits to which a faculty member was entitled at the time of layoff shall be restored in full upon re-employment if recalled during the two (2) years following the layoff. An employee who held a tenured status appointment on the date of termination by reason of layoff shall resume the tenured status appointment upon recall. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

8.6 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 (90) days following the layoff.

8.7 Limitations. The provisions of Sections 8.2 through 8.5 of this agreement shall not apply to the following employees.

(a) employees who are on "soft money" e.g., contracts and grants, sponsored research funds, and grants and donations trust funds and have less than five (5) years of continuous University service.

(1) employees who are on "soft money" e.g., contracts and grants, sponsored research funds, and grants and donations trust funds with five (5) or more years of continuous University service, who shall have ninety (90) days' notice contingent upon funds being available in the contract or grant;

- (b) employees who are appointed for less than one (1) academic year;
- (c) employees who are appointed to a visiting appointment;
- (d) employees who are appointed to a fixed multi-year appointment, who shall be given no less than one hundred eighty (180) days' notice prior to being laid off; and
- (e) employees employed in an auxiliary entity.

ARTICLE 9 TENURE

9.1 General Statement and Eligibility

- (a) General Statement. The objective of tenure is to build a stronger University through the recognition of the meritorious performance of faculty.
- (b) Eligibility. Assistant Professors, Associate Professors, and Professors unless appointed with the modifier "Visiting Clinical", or "Professional Practice") shall be eligible to apply for tenure. Only Associate Professors or Professors may hold tenure, except for employees who were awarded tenure under a previous agreement. The University may designate other positions as tenure-earning and shall notify the employee of such status at the time of initial appointment or, in the case of existing employees, six (6) years prior to the date by which such employees would be required to apply for tenure. Tenure shall be in a department/unit or other appropriate unit.

9.2 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. An employee's written request for early tenure consideration is subject to the Provost's written agreement. An employee shall normally be considered for tenure only once.
- (b) By May 15 of the sixth year of service at the University, an employee eligible for tenure shall either be recommended for tenure by the President or given notice that further employment will not be offered. The President's recommendation will be submitted for ratification by the Board at its next scheduled meeting, but not later than July 15. If the Board does not award tenure to the employee, the employee shall be given notice that further employment will not be offered. Notice that further employment will not be offered shall include a statement that the employee has seven (7) days to request a statement of the reasons. The employee shall be notified in writing by the President or designee within five (5) days of the Board's ratification of the President's recommendation.
- (c) Upon written request by an employee within seven (7) days of the employee's

receipt of notice that further employment will not be offered, the President or Board, as appropriate, shall provide the employee with a written statement of reasons why tenure was not granted. Should an employee elect not to request such a written statement of reasons, the date of the act or omission giving rise to any grievance concerning denial of tenure shall be deemed to be seven (7) days from the date of the employee's receipt of notice that further employment will not be offered. Should an employee request such a written statement of reasons, the date of the act or omission giving rise to any grievance concerning denial of tenure shall be deemed the date of the employee's receipt of a written statement of reasons why tenure was not granted.

- (d) Should an employee elect to tender his or her resignation at any time during the period that the employee's application for tenure is pending, the application will be deemed withdrawn and no further action will be taken on the application.

9.3 Criteria for Tenure.

- (a) The decision to award tenure to an employee shall take into account the employee's performance over the entire term of tenure earning service at FIU and shall be based on established criteria specified in writing by the University. The decision shall take into account the following:
 - (1) annual assignments, annual performance evaluations, an tenure appraisals;
 - (2) the needs of the department/unit, college/unit, and University;
 - (3) the contributions of the employee to the employee's academic unit (program, department/unit, college/unit); and
 - (4) the contributions the employee is expected to make to the institution.
- (b) The University shall provide the criteria for tenure online to employees eligible for tenure, and each such employee shall be apprised in writing once each year of the employee's progress toward tenure. The tenure 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 the evaluator. Tenure appraisals shall not be the sole basis for a decision concerning tenure for the employee.

9.4 Modification of Criteria.

- (a) Modifying Criteria. The University may modify the criteria for tenure so long as the UFF Chapter President has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the Provost or designee. Changes in criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the

UFF Chapter President and the Provost or designee. The date of adoption shall be the date on which the changes are approved by the Provost or designee. Any proposal to develop or modify tenure criteria shall be available for discussion and a vote by the members of the affected departments/units before adoption.

- (b) Effect on Employees. If an employee has at least three (3) years of tenure-earning credit as of the date on which the tenure criteria are adopted under Section 9.4(a) above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notified the University at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly-adopted criteria.

9.5 Procedures.

- (a) The University shall maintain a set of policies and procedures for the tenure process. Policies on the tenure process must include a poll by secret ballot of the tenured members of the employee's department/unit, in accordance with criteria for voting set out by the employee's department/unit. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure file and may attach a brief and concise response to any materials therein subject to any department/unit adopted policy limiting the employee's access to external reviewer's letters. It shall be the responsibility of the employee to see that the file is complete.
- (b) If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. The only documents that may be considered in making a tenure recommendation are those contained or referenced in the tenure file.
- (c) Notwithstanding 9.5 (a) and (b), each department/unit shall decide by a democratic vote of the tenured and tenure-earning employees and according to that department's/unit's procedures, whether the candidates in its area will have access to the external reviewers' letters. A change in the policy by a new vote shall not become effective until one (1) year following the new vote, unless the employee chooses to have the access to the external letters be subject to the newly adopted policy.

9.6 Other Considerations

- (a) During the period of tenure-earning service, the employee may be issued a notice of non-reappointment.
- (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) Where employees are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal application for tenure.

9.7 Transfer of Tenure.

- (a) Tenured FIU employees who transfer within FIU and who are employed in the same or similar discipline may transfer their tenure if a vacancy exists and they are offered employment through the normal hiring process. For tenure-earning faculty, the amount of prior FIU service creditable toward tenure within FIU may, by mutual agreement, be all or part of such service.
- (b) When a tenured FIU employee is transferred as a result of a reorganization 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.

9.8 Tenure upon Appointment.

Tenure may be granted to an employee at the time of initial appointment, upon recommendation of the President and approval by the Board. The President shall consider the recommendation of the Provost and of the department or equivalent unit prior to making his/her final tenure recommendation to the Board.

9.9 Leave.

Authorized leaves of absence of twenty (20) working days or less shall be credited toward the period of tenure earning service, except by mutual agreement of the employee and the President or designee. Authorized leaves of more than twenty (20) working days may, under the provisions of the BOT-UFF Policy on Leaves, be credited toward the period of tenure-earning service by mutual agreement of the employee and the President or designee.

9.10 Termination/Layoff.

Tenure guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause or layoff. For the purposes of this Article only, just cause is defined as:

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

ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION

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

10.2 Resort to Other Procedures and Election of Remedy.

- (a) 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, the same remedy of the matter in any other forum, whether administrative (including the Public Employee Relations Commission) 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. Section 2000e et seq. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.
- (b) 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 that may otherwise be available to address such matters. For rights or benefits that are provided exclusively by this Agreement, this grievance procedure shall be the sole review mechanism. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.

10.3 Definitions and Forms. As used in this Article:

- (a) The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement. A grievance shall be filed on a form attached as Appendix C to this Agreement.

- (b) The term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). The UFF may file a grievance in a dispute over a provision of this Agreement that confers rights upon a group of employees or the UFF. The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one appropriate Form may be attached, bearing the signatures of the grievants.
- (c) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached as Appendices C, D and E to this Agreement 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 UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 2 meeting.
- (d) The term "days" shall mean calendar days.

10.4 Burden of Proof. In all grievances except disciplinary grievances arising from the terms of this Agreement, the burden of proof shall be on the employee. In disciplinary grievances arising from the terms of this Agreement, the burden of proof shall be on the University.

10.5 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 or any BOT-UFF Policy, and for this purpose the UFF shall have the right to have an observer present at all meetings called 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.

10.6 Grievance Representatives. The UFF shall annually furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the 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. However, such investigations and consultations will not interfere with the normal operations of the University. Should any grievance hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

10.7 Appearances.

- (a) When an employee participates during scheduled hours in an arbitration proceeding or in a grievance meeting between the grievant, grievant's counsel or UFF 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 scheduled hours shall not be counted as time worked.

10.8 Formal Grievance Procedure.

A. Filing.

- (1) A grievance shall be filed with the Provost or designee at Step 1 within forty-five (45) 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. The grievant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of this Agreement identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent steps.
- (2) 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.
- (3) An employee may seek redress of a salary action alleged to be unsupported by performance or job related criteria 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 salary during any pay period, but in no case shall the arbitrator's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve (12) months from the date the grievance is filed, whichever is less.

- B. Time Limits. All time limits in this Article may be extended by mutual agreement of the parties in writing. Mutual agreement may be evidenced by e-mail exchanges. If the University fails to provide a Step 2 decision within the time limits provided in this Article due to a University-caused delay, the University shall pay all costs of arbitration should the UFF elect to take the grievance to arbitration. 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 at the prior step. The "end of the day" shall mean 5 PM. The date of receipt shall not be included in the count of days. Compliance

with any time limit under this Article shall be determined by the date- stamped receipt executed by the office receiving the grievance or the decision, or by the date of the mailing as indicated by the postmark.

- C. Step 1. All grievances shall be placed in informal resolution status for forty-five (45) days unless both the University and UFF agree otherwise. During the informal resolution period, efforts to resolve the grievance informally shall be made. Upon request of the grievant or grievant's representative, the University representative shall, during the informal resolution period, arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF or legal counsel during attempts at informal resolution of the grievance. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the grievance is not satisfactorily resolved during the informal resolution period, the grievant may give written notice to the President or designee requesting Step 2 review within thirty (30) days from the expiration of the Step 1 period. If the grievant does not request a Step 2 review within thirty (30) days from the expiration of the initial informal resolution period or any extension of that period, the grievance shall be deemed informally resolved and shall not be processed further.
- D. Step 2
 - (1) Meeting. The President or designee and the grievant and/or grievant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the grievant's request for a Step 2 meeting. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the grievant's representative and the President or designee shall discuss the grievance. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days advance written notice to all other parties.
 - (2) Decision. The President or designee shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within fifteen (15) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant, to the grievant's representative and to UFF if grievant elected self-representation or representation by legal counsel.
 - (3) Documents. The President or designee shall make available to the grievant or the grievant's representative all documentation referenced in the Step 2 decision prior to its issuance. All documents referred to in the Step 2 decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

E. Step 3. Arbitration

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice to do so. Notice of intent to proceed to arbitration must be filed with the President or designee within forty-five (45) days after receipt of the Step 2 decision by the grievant's Step 2 representative and shall be signed by the grievant and UFF President or designee. The grievance may be withdrawn by the grievant or by the UFF President or designee at any point prior to issuance of the arbitrator's decision. 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.

(2) Selection of Arbitrator.

(a) Representatives of the University and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting a permanent Arbitration Panel of five (5) members. Each party will propose five (5) arbitrators. From this list of ten (10) names, the parties will alternately strike names until a permanent panel of five (5) arbitrators has been selected. The right of the first choice to strike from the list shall be determined by a flip of a coin. Arbitrators will be asked to serve on a rotational basis, the sequence to be determined by lot.

(b) If at any time the number of arbitrators willing to serve on the panel falls below five (5), UFF and the University will each submit an additional five names and the striking procedure described above shall be used to bring the total in the panel to five (5).

(c) The parties may mutually select as an arbitrator an individual who is not a member of the panel. The hearing by the arbitrator shall be held within sixty (60) days following the selection of the arbitrator.

(3) Authority of the Arbitrator.

(a) The arbitrator shall neither add to, subtract from, modify, ignore, nor 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 statement 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, 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. The 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 a reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment that the employee otherwise would have accepted.

- (c) An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of an arbitrator, the President or designee may reassign the employee during such reappointment.
- (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of this Agreement.
- (5) Conduct of Hearing. The arbitrator shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within thirty (30) 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 Labor Arbitration Rules and Procedures of the American Arbitration Association and the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes of the National Academy of Arbitrators, the American Arbitration Association, and the Federal Mediation and Conciliation Service.
- (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 Florida law.

- (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 Miami-Dade County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade 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 Miami-Dade County.
- (8) Fees and Expenses. All fees and expenses of the arbitration shall be divided equally between the parties, unless mutually agreed otherwise. 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. The requesting party shall, at its expense, photocopy the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.
- (9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than the date of the act or omission giving rise to the grievance initially filed in accordance with this Article.

10.9 Filings and Notification. With the exception of Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to the grievant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

10.10 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 or representative and the UFF acting through its President or designee.

10.11 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) Nothing shall authorize the University or its representative to refuse consideration of a grievance on the assertion that it was not timely filed in accordance with this Article.

10.12 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.

10.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except (a) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a grievant or witness. All decisions or settlement agreements resulting from grievances processed pursuant to this Article shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any grievant or witness.

ARTICLE 11 SALARIES

~~11.1 2016-2017 Salary Increases. The salary increases represented in 11.1(a) and (b) are derived from eighteen point four percent (18.4%) of the total performance funding that FIU received for the 2016-2017 performance outcomes.~~

~~(a) 2016-2017 2018-2019 Salary Retention Increase. Effective upon the faculty contract date for academic year 2018-2019 on January 14, 2017, all eligible employees who were employed prior to May 18, 2018 July 1, 2016 and who are continuously employed through August 13, 2018 January 1, 2017 and are not in receipt of a notice of termination or non-reappointment shall receive a one and half percent (1.5000%) retention increase to their base salaries, with a minimum increase of \$750.00.800.~~

~~(b) 2016-2017 Department Merit. The University shall provide merit pay funding totaling one half of one percent (0.50%) of the total bargaining unit base salary payroll, as it existed on the last full pay period of the 2015-2016 Academic Year on a pro rata basis to departments/units, as their base salary payroll existed on the last full pay period of the 2015-2016 Academic Year. The funds provided shall be distributed to employees within~~

~~each department or academic unit consistent with the criteria and procedures set forth in the BOT-UFF Policy concerning Employee Performance Evaluation and effective on January 14, 2017. If merit criteria apply to the entire college/school, the college/school is the unit. All employees are, or upon appointment will be, assigned to an existing department/unit. To be eligible the employee must have been continuously employed prior to July 1, 2016.~~

11.2 ~~2015-2018~~ 2018-2021 Convocation Awards. At the annual Faculty Convocation the FIU Board of Trustees or designee may provide to employees one-time awards totaling no more than 0.16% of the total employee payroll as of the end of the prior Academic Year for special achievements, including awards for teaching, research, service, mentorship, librarianship and advising, according to the selection procedures established by the Faculty Senate. No later than July 30 of each year, the University shall provide the local UFF chapter a listing of such awards showing the name and department of each employee given an award during the previous academic year and the amount and nature of the award.

11.3 ~~2018-2021~~ ~~2015-2018~~ Discretionary Awards and Increases. During the ~~2018-2019 academic year~~ ~~2015-2016 academic year~~, the 2016-2017 academic year, and the 2017-2018 academic year, the FIU Board of Trustees or designee may provide additional salary increases and/or one-time awards totaling no more than one percent (1.0%) of the total employee payroll as of the last full pay period of the prior academic year. These increases may be provided for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; Summer Faculty Research Awards; litigation/settlements; and similar special situations. No later than July 30 of each year, the University shall provide a listing of the distribution of these funds to the local chapter of UFF. This list will provide the name and department of the employee and the date, amount and nature of the award or salary increase during the prior academic year.

11.4 Promotion Increases. Effective at the beginning of the academic year in which their promotions are effective, employees shall be awarded promotion increases as follows:

- (a) To Assistant University Librarian ~~or Assistant Professor~~, a ~~nine~~ eleven percent (~~11~~ 9%) increase;
- (b) To Senior Lecturer, Senior Instructor, ~~Research Associate~~, Associate Scholar/Scientist/Engineer (Research Associate Professor), Associate University Librarian, or Associate Professor, a twelve percent (12%) increase;
- (c) To University Lecturer, University Instructor, Scholar/Scientist/Engineer (Research Professor), University Librarian, or Professor, a fourteen percent (14%) increase.
- ~~(d) Employees who received a promotion increase at the beginning of academic year 2016-2017 shall receive an additional two percent (2%) increase to their base~~

~~salary as of January 14, 2017 calculated on the salary of August 19, 2016, prior to the application of the promotion increase of fall 2016.~~

11.5 Notification to Employees. All employees shall receive notice of their salary increases on the Salary Increase Notification Form attached as an Appendix to this Agreement not later than two weeks prior to implementation of the salary increases described in this article. Upon request, an employee shall have the opportunity to consult with the person or committee that makes the initial recommendation for salary increases.

11.6 Contract and Grant-Funded Employees.

- (a) Employees on grants or contracts shall receive salary increases equivalent to similar employees on regular 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 grant or contract. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative shall seek to have the contract or grant modified to permit 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.

11.7 Report to UFF. Except as otherwise provided in this Article 11, no later than 30 days after any increases or bonuses are implemented, the University shall make available to the local chapter of the UFF, in machine-readable format, accurately by category, all increases provided pursuant to this Article, showing for each employee the employee's department, rank, gender, the base salary prior to the increase, the amount of the salary increase or merit bonus provided and the base salary after the salary increase.

11.8 Type of Payment.

- (a) For the academic year, 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 by OPS.
- (b) For the academic year, 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 and not Salary.

11.9 Grievability. The only issues to be addressed in a grievance filed pursuant to the Article on Grievance Procedure alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious

application of the provisions of one or more sections of this Article.

11.10 Eligibility. Except as otherwise specified in this Article, an “eligible employee” for the purposes of this Article shall be defined as an employee who has received at least a satisfactory rating overall on his or her most recent annual evaluation. Where no evaluation was given for assigned responsibilities, performance shall be presumed to have been at least satisfactory overall. Employees on paid or unpaid leave who have not had assigned responsibilities during all or part of the previous Academic Year shall be presumed to have been at least satisfactory overall for purposes of qualifying as an “eligible employee” for purposes of this Article.

11.11 Distinguished University Professor. The Provost shall designate up to five Distinguished University Professors each year and the individuals selected will each receive a \$5,000 base salary adjustment as part of the annual salary increase process in the academic year following their selection as Distinguished University Professors. The Provost, in accordance with the university governance process and subject to consultation with UFF, shall determine the criteria and procedures.

ARTICLE 12

UFF INSURANCE DEDUCTION

The University agrees to provide one payroll deduction per employee per pay period for the UFF voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of Board rules and regulations and applicable law. 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 13

PAYROLL DEDUCTION

Pursuant to the provisions of Section 447.303, Florida Statutes, the Board and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

13.1 Deductions or Assessments.

- (a) During the term of this Agreement, the Board agrees to deduct the UFF membership dues, and uniform assessments, if any, in an amount established and certified in writing by the UFF to the Board, and when authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix “B” to this Agreement.

- (b) Deductions will be made biweekly beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the University. The UFF shall give written notice to the Board of any changes in its dues and assessments, if any, at least forty-five (45) days prior to the effective date of any such changes.

13.2 Remittance.

The dues and other authorized deductions shall be remitted by the University to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. This list shall be provided in machine-readable form.

13.3 Termination of Deductions.

The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either: (a) thirty (30) days written notice from the employee to FIU's Division of Human Resources, and to the UFF revoking that employee's prior deduction authorization; or (b) the transfer of the authorizing employee out of the bargaining unit. Consistent with the provisions of this Agreement, the University shall notify UFF when it proposes to reclassify an employee to a classification which is not contained in the bargaining unit.

13.4 Reinstatement of Deduction.

The University shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment at FIU.

13.5 Indemnification

The UFF shall indemnify, defend, and hold the Board, FIU, and their officers, officials, agents, and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by FIU, or other officials, agents, and employees in compliance with this Article. The UFF shall promptly refund to FIU any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which FIU has agreed to deduct.

13.6 Exceptions.

The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.

13.7 Termination of Agreement.

The Board's responsibilities under this Article shall terminate automatically upon (1)

decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

ARTICLE 14

MAINTENANCE OF BENEFITS

The reorganization of higher education in the State of Florida resulted in the legislative abolition of the Board of Regents and the creation of the Florida International University Board of Trustees as the public employer. Tenure status, rank, earned benefits, years of service, history of assignments and record of evaluations that an employee had at the University prior to the creation of the Florida International University Board of Trustees shall be recognized, credited or used, as applicable, unless a specific term or provision agreed to by the Board and the UFF states otherwise. No employee may be required to waive the benefits provided by terms agreed to by the Board and the UFF. No employee shall, as a result of the establishment of a level of rights or benefits by an agreement of the Board and the UFF, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

ARTICLE 15

MISCELLANEOUS PROVISIONS

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

15.2 Effect of Passage of Law. Any provision of this Agreement or BOT-UFF Policies appended which is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.

15.3 Legislative Action. The Board and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement or BOT-UFF Policies appended.

15.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Miami-Dade County, Florida. In an action commenced in Miami-Dade County, neither the Board nor the UFF will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

15.5 Copies of the Agreement. The Board shall provide a machine-readable copy of the ratified Agreement, appendices and all Supplements to the UFF.

15.6 Class Titles.

- (a) Whenever the University creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF Chapter. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF Chapter of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the University for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.
- (b) An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to the Article on Grievance Procedure.

15.7 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.

15.8 Titles and Headings. The titles of Articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement or BOT-UFF Policies appended.

15.9 References to BOT-UFF Policies in the Agreement. References in this Agreement to any or all of the appended BOT-UFF Policies shall not have the effect of rendering the Policy (or Policies) subject to Article 10, Grievance Procedure and Arbitration.

ARTICLE 16 SEVERABILITY

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) 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, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b), or (c), above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 17 AMENDMENT AND DURATION

17.1 Effective Date. The Agreement and BOT-UFF Policies shall become effective on the date of ratification by both parties and remain in effect through July 1, 20~~21~~18. Renegotiations for the agreement term July 1, 20~~21~~18 through July 1, 20~~24~~21 shall begin no later than October 1, 20~~21~~17.

17.2 Reopener Negotiations. For the contract years ~~2019-2020 and 2020-2021~~ ~~2016-2017 and 2017-2018~~ the parties shall reopen and negotiate Article 11 and have the option to reopen a total combination of five (5) additional articles selected by each party between both contract years from ~~2016-2018~~ 2019-2021.

17.3 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement or BOT-FIU Policies, such amendment shall be put in writing and become part of this Agreement or BOT-UFF Policies upon ratification by both parties.

ARTICLE 18 TOTALITY OF AGREEMENT

18.1 Limitations. The parties acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the agreements arrived at during those negotiations are set forth in this Agreement.

18.2 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement by written Memorandum of Understanding. Any such mutual agreements to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement shall be in writing.

ARTICLE 19 DEFINITIONS

As used in this Agreement, the term:

- "Academic year" means a period consisting of a fall and spring semester of approximately 39 contiguous weeks.
- "administration" means Florida International University acting through its President and staff
- "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to Florida Public Employees

Relations Commission Certification No. 1463 issued in Commission Order Number 03E-305, dated February 4, 2004, wherein the Commission determined the composition of the bargaining unit at FIU.

- "Board, "BOT," or "Board of Trustees" means the body established by Article 9, Section 7 of the Florida Constitution, acting through the President and staff.
- "Break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.
- "college/unit" means a college or a comparable administrative unit generally equivalent in size and character to a college.
- "Continuous service" means employment uninterrupted by break in service. For academic year employees (9 month employees), one year of continuous service is equivalent to the nine (9) month employment period.
- "Days" means calendar days.
- "Domestic partner" means a person of same or opposite sex with whom you live, to whom you are emotionally committed, with whom you share a primary residence, and with whom you share joint responsibilities for common welfare and financial obligations. Additional criteria may be found on the Affidavit of Domestic Partnership in the appendix.
- "department/unit" means a department or a comparable administrative unit generally equivalent in size and character to a department, unless provided otherwise in an express provision of this Agreement.
- "Employee" means a member of the bargaining unit.
- "Equitable" means fair and reasonable under the circumstances.
- "Faculty," "faculty member," or "faculty employee" means a member of the bargaining unit.
- "Merit Increase Unit" means a unit which consists of employees not assigned to any existing department/units considered for departmental merit increases.
- "Months" means calendar months.
- Number: The singular includes the plural.
- "Principal place of employment" means the campus location or other University site specified in the employee's letter of offer or notice of change in

appointment.

- "Semester" means one of the two approximately 19.5 week periods which together constitute the academic year.
- "Supervisor" means an individual identified by the President or designee as having immediate administrative authority over bargaining unit employees.
- "UFF" means United Faculty of Florida.
- "UFF Chapter" means the FIU Chapter of UFF.
- "University", "university" or "FIU" means Florida International University, acting through the President and staff.
- "Year" means a period of twelve (12) consecutive months.

APPENDIX A
POSITION CLASSIFICATION IN THE BARGAINING UNIT

INCLUDED:

All full time and regular part-time employees in the following classifications:

9001 - Professor
9002 - Associate Professor
9003 - Assistant Professor
9024 - University Instructor
9014 - Senior Instructor
9004 - Instructor
9025 - University Lecturer
9015 - Senior Lecturer
9005 - Lecturer
9006 - Graduate Research Professor
9007 - Distinguished Service Professor
9009 - Eminent Scholar
9053 - University Librarian
9054 - Associate University Librarian
9055 - Assistant University Librarian
9056 - Instructor Librarian
9120 - Associate in
9121 - Assistant in
9126 - Program Director
9160 - Scholar/Scientist/Engineer (Research Professor)
9161 - Associate Scholar/Scientist/Engineer (Research Associate Professor)
9162 - Assistant Scholar/Scientist/Engineer (Research Assistant Professor)
9166 - Research Associate
9178 - Instructional Specialist

And employees with the following Administrative Titles: Associate Chair (C2), Assistant Chair (C3).

EXCLUDED:

C1 - chairpersons, deans, associate deans, assistant deans, directors, and all administrators above them, all employees of the school of law, all employees of the College of Medicine, chairman of the faculty senate serving on the board of trustees, managerial and confidential employees, and all other employees of The Board of Trustees of the Florida International University.

APPENDIX B

United Faculty of Florida-Florida International University UFF Membership and Dues Deduction Authorization Form	
NAME (Last, First MI) _____	
Panther ID _____	Department _____
TITLE _____ <small>(ie, Assistant Professor, Professor, Lecturer, Assoc In, University Librarian, Instructor)</small>	
CAMPUS LOCATION _____	OFFICE HOURS _____
HOME ADDRESS _____	
CITY/STATE _____	ZIP _____
PHONE: Work _____	Home _____
E-MAIL _____	

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

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

This authorization shall continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Personnel Office, or (2) the discontinuance of my status within this bargaining unit for more than two consecutive semesters (i.e. Fall-Spring, Spring-Summer, or Summer-Fall).

_____ Signature (for payroll deduction authorization)	_____ Today's Date
--	-----------------------

Please print, fill out, & give this form to a UFF-FIU Representative or mail to:
United Faculty of Florida-FIU
PC-111
Miami, FL 33199

United Faculty of Florida
UFF-PAC Payroll Deduction Authorization Form

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

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

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

Signature of Member

Date

Department

Panther ID

Effective date if later than above: _____

Return to the United Faculty of Florida-FIU Office, PC 111, Miami, FL 33199

Or to the UFF State Office, 115 North Calhoun Street, Suite 6, Tallahassee, Florida 32301.

Florida International University/United Faculty of Florida

APPENDIX C

GRIEVANCE

Date Received by Provost or Designee: _____

GRIEVANT

NAME : SCHOOL/COLLEGE:

DEPT :

OFFICE PHONE:

STEP 1 GRIEVANCE REPRESENTATIVE

NAME:

MAILING ADDRESS:

OFFICE PHONE:

GRIEVANCE

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

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

Remedy Sought:

(See page 2 for additional requirements)

AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line. If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative.):

_____UFF _____

_____Legal Counsel _____

_____Myself _____

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

This grievance was filed with the Provost's or Designee's Office on _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested) _____, personal delivery _____, other (specify) _____.

Signature of Grievant

(Grievant must sign prior to Step 2 Meeting if grievance is to be processed.)

Florida International University/United Faculty of Florida

APPENDIX D

REQUEST FOR STEP 2 REVIEW

Date Received by President or Designee: _____

GRIEVANT

**STEP 2 GRIEVANCE
REPRESENTATIVE**

NAME:
SCHOOL/COLLEGE:

NAME:
MAILING ADDRESS:

DEPT:

OFFICE PHONE:

OFFICE PHONE:

Grievant hereby requests that the President or designee review the Grievance as set forth on the attached Step 1 Grievance Form and issue a decision providing the remedy sought.

Grievant filed this request for review with the President's or designee's Office on _____
by (check one) mail (certified or registered, restricted delivery,
return receipt requested) _____, personal delivery _____
_____, other (specify) _____.

Signature of Grievant

I am represented in this grievance by (check one - representative should sign on appropriate line.
If grievant is represented by the UFF or legal counsel, all university communications should go to
the grievant's representative):

_____ UFF _____

_____ Legal Counsel _____

_____ Myself _____

(See page 2 for additional requirements.)

A copy of the Appendix C Grievance form initially filed with the Provost or designee must be attached to this Request for Step 2 Review at the time of its filing with the President or designee.

The Step 2 Decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to Grievant, to the Provost or designee, and to the President, UFF-FIU, if grievant elected self-representation or representation by legal counsel.

DRAFT

Florida International University/United Faculty of Florida

APPENDIX E

NOTICE OF ARBITRATION

Date of receipt by President or Designee: _____

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the President dated _____ and received by the UFF on _____ in this grievance of:

NAME: _____

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

This notice was filed with the President's or designee's Office on _____ by (check one): mail (certified or registered, restricted delivery, return receipt requested)___; personal delivery___; other (specify) _____.

Signature of UFF President or designee

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the University 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

Florida International University/United Faculty of Florida

APPENDIX F

SALARY INCREASE NOTIFICATION

NAME:

DEPARTMENT:

In accordance with the provisions of the ~~2015-2018~~2018-2021 BOT-UFF Agreement, your salary increase, effective _____, is:

Salary as of (date) \$ _____

Promotion (date) \$ _____

Retention Increase effective (date) \$ _____

Other (specify), if applicable:

_____ Effective Date: \$ _____

_____ Effective Date: \$ _____

_____ Effective Date: \$ _____

Total Salary effective (date) \$ _____

Biweekly Amount effective (date)

The recommendation for your salary increase was prepared by: _____ You may request a meeting to discuss this increase.

Florida International University/United Faculty of Florida

APPENDIX G BOT-UFF POLICIES

PREAMBLE TO APPENDIX ON BOT-UFF POLICIES

In accordance with the Agreement between the University and the United Faculty of Florida – FIU Chapter dated July 26, 2005, the parties have converted thirteen articles appearing in the BOR-UFF Collective Bargaining Agreement into the BOT-UFF Policies (“Policies”) that are contained in this Appendix through collective bargaining negotiations. These resulting Policies are binding upon the parties and cannot be changed except by collective bargaining for a term coextensive with the duration of the BOT-UFF Collective Bargaining Agreement (“BOT-UFF Agreement”). The Policies shall be enforced through the Policy on Neutral Internal Resolution of Policy Disputes that is included in this Appendix.

The parties recognize that during the term of the collective bargaining agreement, circumstances may require the amendment or clarification of one or more of the policies found in Appendix G. Under such circumstances the union is authorized to negotiate and enter into memoranda of agreement to amend or clarify a policy or policies contained in Appendix G without having the memorandum or memoranda ratified by the bargaining unit members.

The Policies in this Appendix are contained herein for information purposes only and are not made a part of the BOT-UFF Agreement. The parties agree that the inclusion of these Policies as an Appendix to the Agreement does not subject the Policies, or any right or benefit contained therein, to the Article on Grievance Procedure and Arbitration, of the BOT-UFF Agreement.

BOT-UFF POLICY APPOINTMENT

Purpose: To establish policy and procedures governing appointment of applicants for new and vacant positions and employees

Policy:

- (1) General Statement.** 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; (b) receive applications and screen candidates for such appointments, and make appointments consistent with such standards, qualifications, and criteria; and (c) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

Procedures:

(2) Advertisement of Vacancies. Bargaining unit vacancies shall be advertised throughout the University and other venues as determined by the dean/director. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason. All candidates for new and vacant positions shall be advised of the salaries of employees in the department/unit, or of salaries of University employees in the same job classification, as appropriate, prior to the negotiation of the candidate's initial salary. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations that have resulted from the review of candidates by employees in the department.

(3) Initial Appointment. Upon initial appointment, a bargaining unit employee shall be issued a letter of offer, signed by the dean/director, citing specific terms and conditions of employment and his or her initial assignment of responsibilities. The University may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in the BOT-UFF Agreement or BOT- UFF Policies. All academic year appointments for employees at a University shall begin on the same date. Two weeks prior to the beginning of classes each semester, the University shall send to the UFF Chapter a list of bargaining unit employees hired since the beginning of the previous semester, showing name; rank or title; department, college, program or employment unit; salary; and principal place of employment (campus). The initial letter of offer shall contain the following elements:

- (a) Date;
- (b) Rank and/or Title and bargaining unit appointment status;
- (c) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) The length of the appointment and starting date;
- (e) Special conditions of employment;
- (f) The duties and responsibilities of the employee;
- (g) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure);
- (h) A statement that the employee's acceptance of and/or signature on the letter of offer shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with the BOT-UFF

Agreement or a complaint in compliance with the BOT-UFF Process for Neutral, Internal Resolution of Policy Disputes, as appropriate.

- (i) The following statement, if the appointment is not subject to the notice provisions of the BOT-UFF Policy on Non-reappointment: "Your employment under this appointment will cease on the date indicated. No further notice of cessation of employment is required.";
- (j) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board and the University, and the BOT-UFF Agreement and BOT-UFF Policies;
- (k) Percent of full-time effort (FTE) assigned;
- (l) Total Salary rate and administrative salary supplement if appropriate, noting the biweekly rate of pay for the employment period;
- (m) The formula by which an annual salary shall be converted to an academic year salary, if applicable.
- (n) The statement: "The BOT-UFF Collective Bargaining Agreement prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, sexual orientation, gender identity or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the University may be presented as grievances pursuant to the Grievance Procedure set forth in the BOT-UFF Collective Bargaining Agreement."
- (o) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of the BOT-UFF Policy on Conflicts of Interest and Outside Activities; and
- (p) Principal place of employment.

(4) Annual Notice of Length of Appointment and Salary. No later than the receipt date of the first paycheck of ~~two weeks prior to the beginning of~~ the employee's subsequent annual appointment and summer appointment, each employee shall receive written notice of the beginning and ending dates of that appointment and the salary rate at which the employee is to be paid during that appointment, including the number of pay periods during the appointment and the employee's biweekly rate of pay.

(5) Appointments.

- (a) Change in Appointments.

If at any time during the employee's employment at FIU any change is

proposed in any term or condition of the initial appointment contained in the letter of offer, reasonable advance written notice of each such proposed change must be provided to the employee. If the proposed change requires notice in accordance with the terms set forth in any applicable provision of the BOT-UFF Agreement or any applicable BOT-UFF Policy, the period required for reasonable advance notice shall be as set forth in the applicable Agreement or Policy.

(b) Summer Appointments.

- (1) Available supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be made available in each department/unit.
- (2) Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve-hour law").
- (3) Compensation. Compensation for summer employment shall be 12.5% of the employee's 9-month base salary for each course assigned, based on three (3) credit-hour courses. Compensation for courses of more or fewer than three credit hours shall be prorated.
- (4) The instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the summer. This academic year instructional assignment may not exceed .25 FTE for a 3-contact-hour course, except that contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental summer appointment proportional to the shorter length of the summer terms. Contact hour equivalencies may be assigned in the summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTEs also will be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.
- (5) The instructional FTE assignment described in 5(b)(4), above, does not include other credit-generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities, may be assigned by the University during the summer term as contact hour equivalents to teaching a course or as "Other FTE" but are not a part of the instructional FTE assignment

described in 5(b)(4), need not be assigned in conjunction with the summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties.

- (6) The instructional FTE assignment described in 5(b)(4) above shall include normal activities related to such an instructional assignment as defined by the department/unit and the nature of the course, such as office hours, course preparation, minor curriculum development, lectures, and grading. In addition, during any summer term (A, B or C) in which an employee has a summer instructional appointment, the employee may be required to attend no more than two (2) hours of department/unit or university meetings required for collegial activities of particular urgency.

(c) Extra Compensation Appointments.

Extra compensation is defined as compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection and are subject to the applicable provisions of the Salary Article in the BOT-UFF Agreement, except that during the summer term only, duties and responsibilities assigned by the University to an employee for non-credit generating activities that do not exceed the available established FTE for the position may be compensated through OPS, not Salary. Prior approval for extra compensation activity must be obtained from the employee's immediate supervisor. Twelve-month employees who have been approved to perform extra compensation activity during the employee's normal working hours must use accrued vacation leave during the hours of the extra compensation activity.

(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 may be offered in single or multi-year appointments not to exceed a total of four (4) consecutive years.

(e) Adjunct Appointments.

The use of adjuncts at a University shall, upon the request of the UFF be a subject of consultation under the provisions of the BOT-UFF Agreement.

(f) Fixed Multi-Year Appointments

- (1) Two- to five-year multi-year appointments may be offered for the following:
 - (a) Instructors, Senior Instructors, University Instructors, Lecturers, Senior Lecturers, and University Lecturers;
 - (b) Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, Curators and Counselors/Advisors;
 - (c) Scholars/Scientists, Research Associates, and Associate In/Assistant In____;
 - (d) Clinical Faculty;
 - (e) Individuals who have officially retired from FIU and who are at least 55 years of age;
 - (f) Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment;
 - (g) Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education; and
 - (h) Individuals with substantial, highly specialized professional experience who do not have terminal degrees that would qualify them for tenure-earning positions.
- (2) Employees holding such fixed multi-year appointments may be terminated early under the provisions of Article 8 Layoff and Recall and under the BOT-UFF Policy on Disciplinary Action.
- (3) Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Section 5(f)(1), above, as follows:
 - (a) Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible employees.
 - (b) The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the University. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment by the beginning of the final year

of the employee's current appointment.

Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice at least thirty (30) days in advance, where practicable, with a copy to the UFF Chapter, when the University proposes to reclassify the employee to a classification which is not contained in the bargaining unit. The employee may request a review of such action consistent with the provisions of Section 15.6(b) and UFF Chapter may discuss such action pursuant to Article 2, Consultation.

BOT-UFF POLICY ASSIGNMENT OF RESPONSIBILITIES

Purpose: To describe principles and considerations governing assignment of professional responsibilities for employees.

Policy:

- (1) Professional Obligations.** An employee's professional obligation comprises both scheduled and non-scheduled activities. It is a 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, student advising, and certain other duties and responsibilities, may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with his/her supervisor.
- (2) Annual Assignments.** Prior to the beginning of each year of employment, each employee shall be apprised in writing of his/her annual assignment of duties in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year. Except for the initial assignment, the person responsible for making the assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable. Such assignment of responsibilities document shall be signed and dated by both the employee and the person responsible for making the assignment.
- (3) 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:
 - (i) the needs of the program or department/unit;
 - (ii) the employee's qualifications and experiences, including professional growth and development and preferences;

- (iii) 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 in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, whether the development of instructional technology, online or electronic courses 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, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and
 - (iv) the opportunity to fulfill applicable criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.
 - (v) the assignment in the event that it includes the development of an online course, the time required to prepare the materials, the aptitude of the employee to deliver the online course and the support to be provided.
- (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) Although the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research/scholarship and service, the professional obligation undertaken by an employee will ordinarily be broader than that minimum. In making assignments, the University has the right 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. These assignments shall accord with the policies and/or procedures developed by each unit and approved by the university.
- (D) 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.

- (E) No employee's assignment, including the platform of delivery, shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the expedited procedure contained in the Neutral, Internal Resolution of Policy Disputes process. Other claims of alleged violations of this Policy with respect to an employee's assignments are subject to the Neutral, Internal Resolution of Policy Disputes process.
- (F) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester, and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.
- (G) 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.

(4) Equitable Opportunity. Each employee shall be given assignments that provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

- (A) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at this University shall not be less than four years.
- (B) For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.
- (C) If it is determined that an employee was not provided an equitable opportunity for tenure, as described in this section, the employee may be awarded an additional period of employment requiring the University to provide the equitable opportunity as described herein. In ensuing assignments, the Provost or designee must enforce the decision regarding equitable opportunity.

(5) Summer Assignment. The summer instructional assignment, like that for the academic year, includes normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as office hours, course preparation, minor curriculum development, lectures, and grading.

When a summer instructional appointment immediately follows the academic

year appointment, 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.

(6) Place of Employment.

(A) Principal. Each employee shall be assigned one principal place of employment, as stated in the initial letter of offer. Where possible, an employee shall be given at least nine (9) months' 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. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

(B) Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment, more than fifteen (15) miles from the employee's 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. If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor shall make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals for all assignments not at the employees' principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law. In the event the BOT establishes a new campus, center or similar worksite, either party may request that the provisions of this Policy may be reopened for further bargaining.

(7) Teaching Schedule. Teaching schedules shall be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

(8) Resources.

(A) Equipment and Materials. When equipment and materials (e.g. photocopies) and/or other resources are reasonably required for classes or to perform other assigned responsibilities there shall be sufficient resources, equipment and materials to allow the performance of assigned responsibilities and to accommodate the students assigned to classes. Employees who prepare course materials for copying at least three (3) working days in advance shall be provided a reasonable number of photocopies at University expense. The provisions of this paragraph shall not be subject to Step 3 of the Neutral, Internal Resolution of Policy Disputes process.

(B) Research Space. Employees who require research space for performance of

their assigned responsibilities shall be allocated suitable research space as determined by the University. Every new employee who is promised research space under the terms of his or her letter of offer shall be provided space within the time designated in his or her letter of offer. If occupation of the space is not available within the agreed upon time, the University will provide monthly progress reports to the employee, department chair and Dean with expected availability dates. Employees will be provided at least six (6) months' notice of the need to vacate assigned research space. Tenure-earning employees will retain allocated research space for the first three (3) years of tenure eligibility unless another location is mutually agreed upon.

(9) Workweek. Scheduled hours of all assigned duties for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. The BOT-UFF Policy on Leaves shall govern schedule adjustment for holiday assignment.

(10) Instructional Technology.

(a) Given the potential of continued growth and emphasis on courses utilizing instructional technology, it is recognized that special considerations in assignment may be necessary, including, but not limited to,

- (i) compensation enhancement and/or adjustment of assignment;
- (ii) availability of support services, including instructional design support;
- (iii) training and development; and
- (iv) necessary equipment.

(b) Online Courses.

(i) Definition of an Online Course. For purposes of this Policy, a course is considered online when at least 80% of the class meetings that would be held for a standard classroom course are replaced by online activities. The parties recognize that employee effort spent in the development of online course materials and in providing online instruction may be greater than that associated with similar face-to-face courses and should be taken into consideration, as appropriate, in determining compensation and assignment.

(ii) No employee shall be required to teach a course as an online course, nor shall an employee be excluded from teaching a course that he or she is otherwise qualified to teach because he or she does not agree to teach the course as an online course unless the course is only offered online.

(iii)

a. Online Course Rights and Releases Without Extra Compensation or Course Release.

Employees who develop or substantially revise instructional materials for an online course without extra compensation, course release or without the use

of FIU online instructional design services provided by the University maintain full ownership of those online courses. Employees who develop or substantially revise instructional materials for an online course without extra compensation or course release, but with the use of FIU online instructional design services provided by the University maintain full ownership of those online courses, but grants FIU a limited three-year non-exclusive license to allow others to use such course materials to teach an online section of the same course.

b. Online Course Rights and Releases With Extra Compensation or Course Release

Employees who develop or substantially revise instructional materials for an online course with extra compensation, either a three-credit-hour course release or compensation of \$500 per credit hour at the discretion of the Supervisor, maintain ownership of the instructional content of the online course, but FIU maintains ownership of the technical design of the online course and has a limited non-exclusive license to allow others the use of some or all of such course materials to teach an online section of the same course for a period of three (3) years.

c. Use of Online Instructional Materials

Except for the use permitted in paragraph 10 of the BOT-UFF Policy on the Assignment of Responsibilities, no employee teaching an online course shall be required as a condition of teaching that course to allow the copying, distribution, public performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials. FIU shall use reasonable efforts to prevent the unauthorized copying, distribution, performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials through such means as password protection of access to online courses and technologies that prevent downloading or the retransmission of instructional materials without authorization under this Article or the employee's express consent.

d. Compensation for Online Course Development

Employees who develop or substantially revise instructional materials for an online course without extra compensation, course release, or without the use of FIU online instructional design services provided by the University and has another individual use substantially all of such materials in a course, will be paid \$500 for each time a section of the course is offered up to a maximum of \$5,000 per course during the three year limited non-exclusive license period.

~~(iv) Compensation/Assignment for Teaching an Online Course. For teaching an online course under an extra compensation appointment, an employee shall be paid no less than \$1,000 per credit hour, plus 1/50 of such extra compensation per student enrolled over 50. For purposes of this Policy, a section equivalent of an online course shall be defined as an enrollment~~

~~of between one and 50 students. If an online course is taught in load, the employee shall receive a .25 FTE assignment for teaching 1 – 50 students, plus an additional .005 FTE assignment for each student enrolled in the same course between 51 and 200. An employee teaching an online section of more than 200 students in load shall receive a 1.0 FTE plus extra compensation of 1/50 of the amount that would be paid for one section equivalent of an extra compensation online course pursuant to this paragraph per student enrolled over 200. Whether an online course is taught in load or as an extra compensation assignment, if the university provides at least one teaching assistant per section equivalent in courses with enrollments over 50, no extra compensation or additional FTE assignment per student will be required for any section equivalent for which a teaching assistant is provided.~~

~~(v)~~(iv) Assignment percentages and compensation set forth in this paragraph are based on a three-credit-hour course. Assignment percentages and compensation for courses of fewer or more than three credit hours shall be prorated.

~~(vi)~~(v) The parties recognize the need in certain limited circumstances to video capture lectures for the educational benefit of students. Reasonable efforts will be made at the time of annual/semester assignment to accommodate employees who do not wish to have lectures or discussions recorded. If an employee teaches courses in a room equipped for recording of class lectures and discussions, the University will make reasonable efforts to insure that the recording of the lecture or discussion does not interfere with classroom instruction. Such efforts will include insuring that equipment used for recording is unobtrusive and maintained in good working order and that students in the classroom are informed in advance by the University that lectures and discussions will be recorded and distributed online. No one who is not enrolled in the section(s) being recorded will be granted access to recorded lectures and discussions in that class except as approved by the employee. The University shall make reasonable efforts to insure that recorded lectures cannot be downloaded for further distribution. Following the final examination date published by the University for that Class Section, all student access to recorded lectures and discussions will be blocked and all recordings will be erased unless the employee requests a copy for his or her own use. Such recordings shall not be used to evaluate an employee's teaching unless the employee elects to submit such recordings as part of the annual evaluation process. Notwithstanding the recording or distribution of class lectures or discussion pursuant to this paragraph, the copyright in such instructional material shall remain the property of the employee. Whether or not lectures and discussions are recorded and made available to students online, the employee shall have academic freedom to determine grades, including whether attendance and participation will be a factor in students' grades.

- (11) When an employee is assigned to teach a face-to-face, ~~or~~ a hybrid course, or an online as an overload assignment, being a course for credit in addition to their full regular assignment, the compensation for the overload assignment will be a minimum of \$1,000.00 per credit hour for the course.

BOT-UFF POLICY EMPLOYEE PERFORMANCE EVALUATION

Purpose:

To provide the policy and procedures for assessing employee performance and communicating the results of assessment to the employee and to others using assessment information in personnel decisions, and further to express the mutual commitment of the parties to the University's values.

Policy:

(A) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified below in this Policy. Except for those employees who have received notice of non-reappointment pursuant to the BOT- UFF Policy on Non-reappointment, every employee shall be evaluated at least once annually. Personnel decisions shall take such annual evaluations into account, provided that such decisions need not be based solely on written faculty performance evaluations.

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

(C) Third-Year Review. Faculty on tenure-earning status shall be reviewed by their peers during their third year of employment, in accordance with review procedures developed by each college and approved by the Provost.

Procedures:

(A) General.

- (1) Sources and Methods of Evaluation. In preparing the annual evaluation, the person(s) responsible for evaluating the employee may consider, where appropriate, information from the following sources: immediate supervisor, peers, students, employee/self, 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.
- (2) Observation/Visitation. The employee, if assigned teaching duties, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation. If the employee determines that this date is not appropriate because of the

scheduled class activities, the employee may suggest a more appropriate date. Classroom visitation without prior notice, for non-evaluative purposes, may be made with permission of the employee.

- (3) 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 process described in this Policy, except for information relating to the employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed.
- (4) Proficiency in Spoken English. Where applicable, employees must, to be involved in classroom instruction, be proficient in the oral use of English. No employee shall be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established by Section 1012.93, Florida Statutes, for testing such deficiency.
 - a. No reference to an alleged deficiency shall appear in the annual evaluation or in the personnel file of a faculty member who achieves a satisfactory examination score determining proficiency in oral English ("50" or above on the Test of Spoken English).
 - b. Faculty who score at a specified level on an examination established by law for testing oral English language skills ("45" on the Test of Spoken English), may continue to be involved in classroom instruction up to one (1) semester while enrolled in appropriate English language instruction, as described in paragraph (d) below, provided the appropriate administrator determines that the quality of instruction will not suffer. Only such faculty members who demonstrate, on the basis of examinations established by law that they are no longer deficient in oral English language skills may be involved in classroom instruction beyond one (1) semester.
 - c. Faculty who score below a minimum score on an examination established by law for determining proficiency in oral English ("45" on the Test of Spoken English) shall be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the University under paragraph (d) below, unless during the period of instruction the faculty member is found, on the basis of an examination specified above, to be no longer deficient in oral English language skills. In that instance, the faculty member will again be eligible for assignment to classroom instructional duties and shall not be disadvantaged by the fact of having been determined to be deficient in oral English language skills.
 - d. It is the responsibility of each faculty member who is found, as part of the annual evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established by law

for determining such proficiency to take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the University shall provide appropriate oral English language instruction without cost to such faculty members for a period consistent with their length of appointment and not to exceed two (2) consecutive semesters.

- e. If the University determines, as part of the annual evaluation, that one (1) or more administrations of a test to determine proficiency in oral English language skills is necessary, in accordance with the law and this section, the University shall pay the expenses for the first administration of the test. The faculty member shall pay for additional testing that may be necessary.

(B) Annual Evaluation Procedures.

- (1) Annually, the department chair or supervisor will prepare a written evaluation of all employees.
- (2) The proposed written annual evaluation, including the employee's annual assignment furnished pursuant to the BOT-UFF Policy on Assignment of Responsibilities, shall be provided to the nine-month employee within forty-five (45) days after the end of the academic year for which such evaluation will be made, or in the case of 12 month employees within 45 days of the end of the 12 month period for which the evaluation is made. The employee shall be offered the opportunity (during the thirty day (30) period following receipt of the proposed annual evaluation) 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 person performing the evaluation, and by the person being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee. The employee may request, in writing a meeting with the administrator at the next higher level to discuss concerns regarding the evaluation that were not resolved in previous discussions with the evaluator.
- (3) Each University department/unit shall develop and maintain procedures by which to evaluate each employee according to criteria specified below in this Policy. These procedures shall include the method for distribution of any merit salary increase funds provided pursuant to the BOT-UFF Agreement. The employees of each department/unit who are eligible to vote in department/unit governance shall participate in the development of these procedures and shall recommend implementation by vote of a majority of at least a quorum of those employees.
 - (a) The proposed procedures, or revisions thereof, shall be first reviewed at the College level by the Dean for consistency with College missions and goals and then reviewed by the Provost or designee to ensure that they are

consistent with the mission and goals of the University and that they comply with the BOT- UFF Agreement and all relevant University policies.

- (b) If the Provost or designee determines that the recommended procedures are not consistent with the missions and goals of the University, the BOT- UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with a written statement of reasons for non-approval. No merit salary increase funds shall be provided to a department/unit until its procedures have been approved by the Provost or designee.
 - (c) All approved procedures, and revisions thereof, shall be kept on file in the department/unit office and may be placed on the University website for access by employees and the UFF chapter. Upon request, employees in each department/unit shall be provided a copy of that department/unit's current procedures for annual evaluation and distribution of merit salary increase funds.
- (4) Upon written request from the employee, the persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any major performance deficiencies reflected in the employee's annual evaluation.
- (C) Sustained Performance Evaluation Procedures.
 - (1) The Sustained Performance Evaluation (SPE) program shall provide that:
 - (a) Only elected faculty may participate in the development or amendment of applicable procedures. Such procedures shall ensure involvement of both peers and administrators at the department and higher levels in the evaluation and shall ensure that an employee may attach a concise response to the evaluation;
 - (b) The University shall provide for an appeals process to accommodate instances when the employee and the supervisor cannot agree upon the elements to be included in the performance improvement plan; and
 - (c) The proposed procedures for the sustained performance evaluation shall be available to faculty members and to the UFF Chapter for review prior to final approval.
 - (2) Employee annual evaluations, including the documents contained in the evaluation file, shall be the sole basis for the sustained performance evaluation. An employee who received satisfactory annual evaluations during the previous

six (6) years shall not be rated below satisfactory in the sustained performance evaluation nor be subject to a Performance Improvement Plan.

- (3) A Performance Improvement Plan shall be developed only for those employees whose performance is identified through the Sustained Performance Evaluation as being consistently below satisfactory in one or more areas of assigned duties. The Performance Improvement Plan shall be developed by the employee, in concert with his/her supervisor, and include specific measurable performance targets and a time period for achieving the targets. The Performance Improvement Plan shall be approved by the Dean/Director and the Provost or designee. Specific resources identified in an approved Performance Improvement Plan shall be provided by the University. The supervisor shall meet periodically with the employee to review progress toward meeting the performance targets. It is the responsibility of the employee to attain the performance targets specified in the Performance Improvement Plan.

(D) Third-Year Review Procedures.

- (1) All tenure-earning faculty will be reviewed in their third year of employment. For faculty hired with two or more years of tenure credit, this review should take place in the second year of employment.
- (2) Each unit/college procedure for third-year review must be approved by a vote of the majority of tenured and tenure-earning faculty in the department/unit and by the Provost or designee.
- (3) The third-year review will take into consideration the faculty's assignment and annual evaluations, including student evaluations, and any other information that the department/unit faculty deem appropriate to be considered and have specified should be included in department/unit procedures.

(E) Criteria.

- (1) Annual Evaluation Criteria. All performance evaluations shall be based upon assigned duties, and shall carefully consider the nature of the assignment in terms, where applicable, of:
 - a. Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, supervision of interns, theses, professional projects and/or dissertations, and direct consultation with students. 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, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the

employee's teaching assignment. The teaching evaluation must take into account any relevant materials submitted by the employee, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator.

- b. Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; funded grant activities; and research and creative accomplishments that have not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of the employee's research and other creative programs and contributions during the year, as well as recognition by the academic or professional community of what has been done.
- c. Public service that extends professional or discipline-related contributions to the community, the State, public schools, and/or the national and international community. This public service includes contributions to scholarly and professional organizations, governmental boards, agencies, and commissions that are beneficial to such groups and individuals.
- d. Participation in the governance processes of the University through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the University through participation in regular departmental or college meetings.
- e. Other assigned University duties, such as attending University events, advising, counseling, and academic administration, or as described in a Position Description, if any, of the position held by the employee. Other assigned duties may include entrepreneurial activities that contribute to the further development of the University with an end result of creating a new venture. Evidence of entrepreneurial contributions shall include, but not be limited to, creation of self-supporting centers or institutes, development of multi-disciplinary research partnerships, and applications of research to implementations in society.

BOT-UFF POLICY EVALUATION FILE

Purpose:

To provide guidelines for the establishment, maintenance and use of employee evaluation files within the employee's respective academic unit.

Policy:

1. General statement. There shall be one (1) evaluation file containing a dated copy of all documents used in the evaluation process, other than evaluation for tenure, promotion, and successive fixed multi-year appointments. When evaluations and other personnel decisions are made, other than for tenure, promotion, and successive fixed multi-year appointments, the only documents which may be used are those contained in that file. Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. The location of the evaluation file will be in the Dean/ Director's office or in the Department Chairperson's office and employees shall be notified, upon written request, of the location. A copy of the annual evaluation will be maintained in the Division of Human Resources.

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

3. Use of Evaluative Materials.

(a) In the event a complaint is filed, the University, Board, UFF complaint representatives (designated by the faculty member), the Panel designated to hear policy disputes under the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes, and the employee bringing the complaint shall have the right to use copies of materials from the employee's evaluation file in the complaint process.

(b) In the event of a grievance arising from the Collective Bargaining Agreement, the University, Board, UFF grievance representatives (designated by the faculty member), the arbitrator and the employee bringing the grievance shall have the right to use copies of materials from the employee's evaluation file in the grievance.

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

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

6. Removal of Contents. Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance arising from the Collective Bargaining Agreement or of a complaint arising from a BOT-UFF Policy.

7. Limited Access Information. Information reflecting evaluation of employee performance shall be available for inspection only by the employee, his or her representative (upon written authorization from the employee), University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and others engaged by the parties to resolve disputes, or by others by court order. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations that have been selected as such by the Board or the University and made available by the University to the public on a regular basis.

8. Privacy of Social Security Numbers. Generally, University personnel records are public records and under the Sunshine Law are open for public inspection. However, employees' social security numbers are not public records. An individual's social security number must be removed from any record inspected or released in response to a public records request.

BOT-UFF POLICY ACCESS TO OFFICIAL PERSONNEL RECORDS

Purpose:

To establish what constitutes the University's official personnel records and provide means for individuals to inspect such records.

Policy:

The official personnel record of each University employee is maintained in the Division of Human Resources and consists of copies of any action pertaining to employment (such as changes in salary, disciplinary actions, and annual evaluations). However, the only file that can be the basis for evaluation of an employee's performance is the

Department's Evaluation File referred to in the Evaluation File Policy.

An employee may examine the official personnel records during the regular business hours of the Division of Human Resources, upon reasonable advance notice, within a reasonable amount of time after said notice and under such conditions as are necessary to ensure their integrity and safekeeping.

An employee may attach a written response to any document existing in his/her personnel record. Any document, or portion thereof, found to be contrary to fact shall be removed from the official personnel record. This section shall not authorize the removal of materials from the personnel record where there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance arising from the Collective Bargaining Agreement or of a complaint arising from a BOT-UFF Policy.

Generally, University personnel records are public records and under the Sunshine Law are open for public inspection.

All requests for employee information, including both current and former employees, should be submitted in writing to the Division of Human Resources for production.

Upon request, an employee is entitled to one (1) free copy of any materials in the personnel record. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying.

Employees' social security numbers are not public records. An individual's social security number must be removed from any record inspected or released in response to a public records request.

Information reflecting evaluation of faculty performance are limited access records and shall be available for inspection only by the faculty member, his or her representative (upon written authorization from the faculty member), University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and others engaged by the parties to resolve disputes, or by others by court order. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the Board or the University and made available by the University to the public on a regular basis.

**BOT-UFF
POLICY NON-REAPPOINTMENT**

- (1) No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in Article 8.2 and Article 9 of the BOT-UFF Collective Bargaining Agreement.
- (2) Notice.
 - (a) All employees, except those described in (b)(i) and (c) below are entitled to the following written notice that they will not be offered further appointment:
 - (i) For employees in their first two (2) years of continuous University service, one semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);
 - (ii) For employees with two (2) or more years of continuous University service one year; or
 - (iii) For employees who are on "soft money" e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who had five (5) or more years of continuous University service as of June 30, 1991, one year.
 - (iv) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in "Summer Appointments" section of the BOT-UFF Policy on Appointments.
 - (b) Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, except those described in Section (2)(a)(iii), above, are entitled to the following written notice that they will not be offered further appointment:
 - (i) For employees in their first five (5) years of continuous University service, no notice need be provided and the statement in (d), below, shall be included in their letter of offer or notice of change in appointment; or
 - (ii) For employees with five (5) or more years of continuous University service, ninety (90) days' notice shall be provided contingent upon funds being available in the contract or grant.
 - (c) Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi- year appointment and employees employed in an auxiliary entity, are not entitled to notice that they will not be offered further appointment, and the statement in (d), below, shall be included in their letter of offer or notice of change in

appointment.

- (d) Employees described in (b)(i) and (c), above, shall have the following statement included in their letter of offer or appointment:

Your employment under this letter of offer or appointment will cease on the date indicated. No further notice of cessation of employment is required.

- (e) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section (2) who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or designee shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

- (3) Complaints Regarding Non-Reappointment. The decision to not reappoint is not subject to the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes , or the contractual grievance process except that an employee who receives written notice of non-reappointment may contest the decision, pursuant to the Neutral, Internal Resolution of Policy Disputes process because of an alleged violation of a specific term of a BOT-UFF Policy or pursuant to the contractual grievance process because of an alleged violation of the BOT-UFF Agreement or because of an alleged violation of the employee's constitutional rights. Such complaints or grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section (2)(e) or receipt of the notice of non-reappointment if no statement is requested.

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

- a. Make a reasonable effort to locate appropriate alternative or equivalent employment within the University; and
- b. Offer such employee, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two years following the initial notice of non- reappointment, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the FIU position vacancy announcements. For this

purpose, it shall be the employee's responsibility to keep the Division of Human Resources advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Policy.

(5) Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with at least one semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

(6) Notice Document. Notice of appointment and non-reappointment shall not be contained in the same document.

BOT-UFF POLICY PROMOTIONS

Purpose:

To provide academic units and employees with guidelines to be used in making promotion decisions.

Policy:

In order to be considered for promotion, an employee shall meet the qualifications for initial appointment to the proposed rank and successful performance at the level of the qualifications corresponding to that rank.

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

Procedures:

(1) Eligibility: Employees classified as Instructor, Lecturer, Senior Instructor, Senior Lecturer, Instructor Librarian, Assistant University Librarian, Associate University Librarian, Assistant Scholar/Scientist/Engineer (Research Assistant Professor), Associate Scholar/Scientist/Engineer (Research Associate Professor), Assistant Professor, Associate Professor, Research Associate, Senior Research Associate, Instructional Specialist, and Senior Instructional Specialist shall be eligible to apply for promotion. Employees appointed with the modifiers "Clinical" or "Professional Practice" shall be eligible for promotion. Employees appointed with the modifier "Visiting" shall not be eligible for promotion.

(2) Annual Promotion Appraisals. Upon annual written request, beginning with the second year of employment, employees' eligible for promotion shall be apprised of their progress toward promotion. The promotion appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The employee may request, in writing, a meeting with an administrator at the next highest level to discuss concerns regarding the promotion appraisal that were not resolved in discussions with the employee's supervisor. The promotion appraisals shall not be the sole basis for a decision concerning the employee's application for promotion.

(3) Promotion Criteria and Procedures.

(a) Each college/school and/or department/unit, as its faculty deem appropriate, subject to the approval of the Dean/Director and Provost, shall adopt its own promotion criteria and procedures, consistent with University-wide criteria and procedures, and reflecting the particular mission and disciplinary requirements specific to the academic unit. Policies on the promotion process must include a poll by secret ballot of the members of the employee's department/unit concerning the employee's promotion application, in accordance with criteria for voting set out by the employee's department/unit. Such criteria and procedures, as appropriate to the academic unit, shall provide for promotion to Senior Lecturer, Senior Instructor, University Lecturer, University Instructor, Assistant University Librarian, Associate University Librarian, University Librarian, Associate Scholar/Scientist/Engineer (Research Associate Professor), Scholar/Scientist/Engineer (Research Professor), Associate Professor, Professor, Research Associate, Senior Research Associate, Instructional Specialist, and Senior Instructional Specialist. In the event that through the University's Strategic Planning process there is a recommendation different than the process defined in this policy, the parties agree to renegotiate this policy without the use of a reopener.

(b) Any proposal to develop or modify promotion criteria or procedures shall be available for discussion and a vote by members of the affected departments/units before adoption. Promotion decisions shall be a result of meritorious performance and shall be based upon established criteria and procedures specified in writing by the University. Promotion criteria and procedures shall be available in the departmental/unit office and/or at the college/unit level online. The University may modify promotion criteria or procedures so long as the UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the Provost or designee. Changes in promotion criteria or procedures shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the Provost. The date of adoption shall be the date on which the changes are approved by the Provost.

(c) In the matter of promotion to Senior Lecturer, Senior Instructor, University Lecturer and University Instructor, the Provost, in accordance with the university governance process and subject to consultation with UFF, shall determine

the criteria and procedures.

(d) The Promotion File. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief response to any material therein. However, each department/unit shall decide by a democratic vote of the tenured and tenure-earning employees and according to that department's/unit's procedures, whether the candidates in its area will have access to the external reviewers' letters. A change in the policy by a new vote shall not become effective until one (1) year following the new vote, unless the employee chooses to have the access to the external letters be subject to the newly adopted policy. It is the responsibility of the employee to see that the file is complete and contains no material misrepresentation by the employee. If any material is added to the promotion file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until the employee either submits a response or the second five (5) day period expires, whichever occurs first.

(e) The promotion file shall include a copy of applicable promotion criteria, the employee's annual assignments, annual evaluations, and the employee's promotion appraisal(s). The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion file.

(4) Notice of Award or Denial of Promotion. The University President shall decide whether to award promotion and shall notify the employee in writing of his or her decision within ten (10) days of that decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied. Should an employee elect not to request such a written statement of reasons, the date of the act or omission giving rise to a complaint concerning the denial of promotion shall be deemed to be seven (7) days from the date of the employee's receipt of notice that a promotion shall not be awarded. Should an employee request such a written statement of reasons, the date of the act or omission giving rise to any complaint concerning denial of a promotion shall be deemed the date of the employee's receipt of a written statement of reasons why promotion was not awarded.

BOT-UFF POLICY
DISCIPLINARY ACTION AND JOB ABANDONMENT

- (1) Just Cause.
 - (a) The purpose of this Policy is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Just cause shall be defined as:
 - (i) incompetence, or
 - (ii) 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 or Board.
- (2) Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals.
- (3) Notice of Intent for Suspension or Termination. When the President or designee has reason to believe that a suspension or termination should be imposed, the President or designee shall provide the employee with a written notice of the proposed action and the reasons therefore. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days in which to respond in writing to the President or designee before the proposed action is taken. The President or designee then may issue a notice of disciplinary action under Section (4). The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action. If the President or designee does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the employee's evaluation file.
- (4) Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes and may, in the event of an allegation of a violation of the BOT- UFF Agreement, be subject to the grievance procedure thereunder. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.
- (5) 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 (6) months in advance of the effective date of such termination, except that in cases where the President or designee 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 designee may give less than six (6) months' notice.

(6) Disciplinary Action Other than Termination. The University retains its right to impose disciplinary action other than termination for just cause including, but not limited to, reprimand and suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.

(7) Job Abandonment

(a) If an employee is absent without authorized leave for twelve (12) or more consecutive days, excluding officially observed University Holidays or days when the University is officially closed by the directive of the University President or President's designee, under the provisions of the BOT-UFF Policy on Leaves, 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 notifies the University as soon as practicable, the employee will not be considered to have abandoned the position.

(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 Policy, 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.

(9) The procedure for review of any disciplinary action shall be the procedures of the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes. This provision does not prohibit the filing of a grievance for an alleged violation of an article in the BOT-UFF Agreement.

UFF-BOT POLICY LEAVES

Purpose: To establish policy and procedures concerning employee leaves.

Policy:

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

(a) For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.

(b) For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

- (c) The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.
- (d) An absence without approved leave or extension of leave shall subject the employee to the provisions of Section 7 of the BOT-UFF Policy on Disciplinary Action and Job Abandonment.
- (e) An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 6 of this Policy.

2. Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 6 of this Policy.

3. Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to the pay status.

4. Tenure Credit During Periods of Leave. Semester(s) during which an employee is on compensated or uncompensated leave for more than twenty (20) days shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the University. In deciding whether to credit such leave toward tenure eligibility, the President or designee shall consider the duration of the leave, the relevance of the employee's activities while on such leave to the employee's professional development and to the employee's field of employment, the benefits, if any, which accrue to the University by virtue of placing the employee on such leave, and other appropriate factors.

5. Holidays.

- (a) An employee shall be entitled to observe all official University holidays. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.
- (b) Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.
- (c) If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous

twelve (12) month period.

6. Family and Medical Leave Act (FMLA) Entitlements.

(a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Policy shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

(b) Implementation of FMLA Leave Entitlements.

(1) An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any qualifying family or medical leave.

(2) A salaried employee is entitled to a parental leave for up to six (6) months in accordance with the provisions of Section 7 of this Policy, for a birth or adoption of the employee's child. If an eligible employee elects to take Parental Leave and the employee's parental leave extends beyond the period of paid parental leave provided pursuant to Section 7 of this Policy, up to four hundred and eighty (480) hours of such leave may be counted against that employee's FMLA entitlement.

(c) Accounting for the Use of FMLA Leave in a Twelve-Month Period.

(1) A rolling year (commencing with the first day of leave) shall be the designated twelve (12) month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.

(2) An eligible employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

(d) Use and Approval of FMLA Leave.

(1) The University shall approve FMLA leave for an eligible employee as long as the reasons for absence qualify under the FMLA and the employee has not exhausted the employee's four hundred and eighty (480) hours within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.

(2) The University may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty

(480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in this Policy.

- (3) After the President or designee has acquired knowledge that the leave is being taken for an FMLA required reason, the President or designee shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

(e) Medical Certification.

- (1) The University may require an employee to provide medical certification from a health care provider for FMLA leave without pay when taken for the serious health condition of the employee or the employee's family member.
- (2) Medical certification may be required to affirm the employee's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

- (f) Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the University and the employee agree in writing to other conditions and terms under which such leave is to be granted.

- (g) Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

- (h) If any provision of this Policy is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that this Policy, the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

7. Parental Leave.

- (a) An employee, at the employee's request, shall be granted parental leave when the

employee becomes a biological parent or a child is placed in the employee's home pending adoption. Foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with this Policy.

- (b) Except as indicated in 7(f), once during his or her employment career at FIU, at the employee's discretion, an employee on a 12-month appointment shall be granted parental leave at full pay for a period not to exceed twenty-six (26) consecutive weeks. Such paid parental leave shall begin no earlier than two weeks before the expected date of the child's birth or placement in the employee's home or the actual date of the child's birth or placement in the employee's home, whichever is earlier, and shall end no later than one year from the date of the child's birth or placement in the employee's home.
- (c) Except as indicated in 7(f), once during his or her employment career at FIU, at the employee's discretion, an employee on an Academic Year appointment shall be granted a parental leave at full pay during Fall or Spring semester and at .33 FTE during Summer A or Summer B, for a period not to exceed twenty-six consecutive weeks. Such paid parental leave shall begin no earlier than the first day of classes in the semester during which the child's birth or placement in the employee's home is expected or during which the actual date of birth or placement occurs, whichever is earlier, and shall end no later than one year from the date of the child's birth or placement in the employee's home. Where circumstances permit, employees are encouraged to begin parental leave at the beginning of the first week of classes in the semester.
- (d) If an employee who takes paid parental leave pursuant to paragraph 7(b) or (c) requests parental leave for a period of more than twenty-six consecutive weeks, the employee may use a combination of paid leave, accrued leave and leave without pay, and such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 12 of this Policy.
 - (1) The President or designee shall acknowledge to the employee in writing the period of paid parental leave to be taken and the date of return to employment.
 - (2) In addition to paid parental leave and at the employee's request, the President or designee shall grant further accrued leave at the employee's request for a period not to exceed the employee's accrued leave, and/or full-time or part-time leave without pay for a period not to exceed one (1) year, unless the President or designee determines that granting such leave would be inconsistent with the best interests of the University.
 - (3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health

care provider.

- (e) Upon agreement between the employee and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Section 6 of this Policy.
- (f) Once during his or her employment at FIU, at the employee's discretion, the twenty-six (26) consecutive weeks of parental leave may be split and used in two (2) consecutive week intervals. This would allow an employee to use parental leave for the birth or adoption of a child and another parental leave for a subsequent birth or adoption of a child. In no instance can the parental leave be utilized in more than two (2) semesters during the employee's career at FIU.
- (g) Subsequent to the use of parental leave, the employee who is on a nine (9) month contract may be required, at the discretion of the University, to return to employment at FIU for two (2) semesters. In the event that the employee fails or refuses to return to employment at FIU, the University may recoup the value of the parental leave that was granted. If the employee is on a twelve (12) month contract, the employee, may be required, at the discretion of the University, return to employment for six (6) months or the University may recoup the value of the parental leave that was granted. The recoupment will not apply in circumstances where the employee is not allowed to return to employment by FIU.

8. Leaves Due to Illness/Injury.

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

(a) Sick Leave.

(1) Accrual of Sick Leave.

- a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.
- b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.
- c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

(2) Uses of Sick Leave.

- a. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool.
- b. Sick leave shall be authorized for the following:
 - (1) The employee's personal illness or exposure to a contagious disease which would endanger others.
 - (2) The employee's personal appointments with a Health care provider.
 - (3) The illness or injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse, domestic partner, the grandparents, parents, brothers, sisters, children, and grandchildren of the employee, the employee's spouse, domestic partner, or other dependents of the employee, ~~or~~ employee's spouse or domestic partner, living in the household.
 - (4) 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, in addition to paid Bereavement Leave otherwise provided by this Policy, for the death of a member of the employee's immediate family shall not be unreasonably withheld.
- c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

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

(3) Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of 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 which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the President or designee may place the employee on compulsory leave under the conditions set forth in Section 8 (c) of this Policy.

(4) Payment for Unused Sick Leave.

(a) An employee with less than ten (10) years of FIU service who separates from FIU shall not be paid for any unused sick leave.

(b) An employee who has completed ten (10) or more years of FIU service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, 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 FIU because of retirement for other than disability reasons, termination, or death, shall be compensated at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours. The compensation in this paragraph 8(4)(b) shall not be given to an employee who starts employment at FIU on or after July 1, 2006.

(c) Upon layoff, an employee with ten (10) or more years of FIU service shall be paid for unused sick leave as described in paragraph b., above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in

writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with this Policy.

- (d) All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.
 - (e) 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.
 - (f) 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.
- (b) Job-Related Illness/injury.
- (1) An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.
 - (2) If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in paragraph (1), above:
 - (a) The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or
 - (b) The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with paragraph (a), above, or the employee elects not to use accrued leave.

- (3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.
- (4) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the President or designee should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:
 - (a) Offer the employee part-time employment;
 - (b) Place the employee in leave without pay status or extend such status;
 - (c) Request the employee's resignation; or
 - (d) Release the employee from employment, notwithstanding any other provisions of this Agreement.
- (c) Compulsory Leave.
 - (1) Placing Employee on Compulsory Leave.
 - (a) If an employee is unable to perform assigned duties due to illness/injury the President or designee may require the employee to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the President or designee. Such health care provider shall submit the appropriate medical certification(s) to the University.
 - (b) If the University agrees to accept the employee's choice of a health care provider the University may not then require another University-paid examination.
 - (c) If the medical examination confirms that the employee is unable to perform assigned duties, the President or designee shall place the employee on compulsory leave.
 - (2) Conditions of Compulsory Leave.
 - (a) Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

- (b) The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 12 of this Policy.
 - (c) If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the President or designee shall return the employee to the employee's previous duties, if possible, or to equivalent duties.
- (3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.
- (4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or designee should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:
- (a) Offer the employee part-time employment;
 - (b) Place the employee in leave without pay status or extend such status;
 - (c) Request the employee's resignation; or
 - (d) Release the employee from employment, notwithstanding any other provisions of any BOT-UFF Policy or the BOT-UFF Agreement.

9. Annual Leave

(A) Accrual of Annual Leave.

1. Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

2. Part-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.
3. Academic year employees, employees appointed for less than nine (9) months, and OPS employees shall not accrue annual leave.

(B) Use and Restoration of Annual Leave.

1. Annual leave shall be accrued before being taken, except in those instances where the President or designee may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.
2. Upon re-employment at FIU within 100 days, except for re-employment after layoff (see (c)(3), below), the employee may elect in writing to restore up to 44 (forty-four) days (352 hours) of his/her former unused annual leave balance. In such cases, the employee's absence shall not constitute a break-in-service. Restoration will be effective upon the repayment of the lump sum leave payment up to forty-four (44) days.
3. An employee may transfer internally into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the FIU classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

(C) Payment for Unused Annual Leave.

1. Upon termination from an annual leave accruing appointment, or transfer from an annual leave accruing appointment to an academic year appointment, the University shall pay the employee for up to forty- four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the

employee's last day of work, All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.

2. Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.
3. If an employee has received a lump sum payment from the University for Accrued Annual Leave, the employee may elect in writing, upon re-employment at FIU within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
4. 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.

10. 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 BOT-UFF Policy on Conflict of Interest and Outside Activity and the University's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.

3. If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action 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 received.
4. An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

(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 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 seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).
2. National Guard State Service. An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.
3. Other Military Leave.
 - (a) An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.
 - (b) Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the

employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

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

(d) Use of accrued leave is authorized during a military leave without pay in accordance with Section 12 of this Policy.

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

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

1. Florida Disaster Volunteer Leave is provided for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.
2. Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee 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 (6) calendar days in any calendar year.

- (E) Official Emergency Closings. The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or designee shall determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

11. Bereavement Leave.

An employee shall be granted three (3) days of leave with pay for a death in the employee's immediate family, defined as spouse, domestic partner, children (including foster or stepchildren), parents (including stepparents), brother or sister (including stepbrother or stepsister), grandparents and grandchildren of either the employee or employee's spouse or domestic partner. In addition to paid bereavement leave, the employee may request approval to use reasonable amounts of paid sick leave, paid annual leave or unpaid leave in the event of a death in the family.

12. Leave Without Pay.

- (A) Granting. Upon request of an employee, the President or designee shall grant a leave without pay for a period not to exceed one year unless the President or designee determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.
- (B) Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

- (C) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.
- (D) Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.
- (E) Use of Accrued Leave During an Approved Period of Leave Without Pay.
 - (1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:
 - (a) Notwithstanding the provisions of Section 8 (a)(2) of this Policy regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.
 - (b) Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.
 - (c) The employer contribution to the State insurance program will continue for the corresponding payroll periods.
 - (2) An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

BOT-UFF POLICY INVENTIONS AND WORKS

Purpose: To encourage, facilitate, promote and reward the creation and dissemination of original works of scholarship and research, effective pedagogy, and other creative endeavors.

Policy:

1. University Authority and Responsibilities. Section 1004.23, Florida Statutes authorizes the University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures shall be consistent with the terms of this Policy.

2. Definitions. The following definitions shall apply in this Policy:

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

3. Works.

- (a) Independent Efforts. A work made in the course of independent efforts is the property of the employee, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Policy, the term "independent efforts" means that:

- (1) the ideas came from the employee;
 - (2) the work was not made with the use of University support; and
 - (3) the University is not held responsible for any opinions expressed in the work.
- (b) University-Supported Efforts.
- (1) If the work was not made in the course of independent efforts, the work is the property of the University and the employee shall share in the proceeds therefrom.
 - (2) Exceptions. The University shall not assert rights to the following works:
 - (a) Those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic media; and
 - (b) Works developed without the use of appreciable University support and used solely for the purpose of assisting or enhancing the employee's instructional assignment.

Procedures:

4. Works

(a) Works Disclosure.

- (1) Upon the creation of a work and prior to any publication, the employee shall disclose to the President or representative any work made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of this Policy, employees need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.
- (2) The President or designee shall assess the relative equities of the employee and the University in the work.
- (3) Within sixty (60) days after such disclosure, the President or designee 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 the allocation of proceeds resulting from such work. Creation, use, and revision of such works shall also be the subject of the written agreement between the employee and the University as well as provisions relating to the use or revision of such works by persons other than the creator. 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 has an

interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

- (4) The employee and the University shall not commit any act which would tend to defeat the University's or employee's interest in the work and shall take any necessary steps to protect such interests.

(b) Inventions.

(1) Disclosure/University Review.

- (a) An employee shall fully and completely disclose to the President or designee all inventions which the employee develops or discovers while an employee of the University, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.
- (b) If the University wishes to assert its interest in the invention, the President or designee shall inform the employee within 120 days of the employee's disclosure to the President or designee.
- (c) The President or designee shall conduct an investigation which shall assess the respective equities of the employee and the University in the invention, and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.
- (d) The President or designee shall inform the employee of the University's decision regarding the University's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or designee.
- (e) 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. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.
- (f) The employee shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

- (c) Independent Efforts. All inventions made outside the field or discipline in which the employee is employed by the University and for which no University support has been used are the property of the employee, who has the right to determine the disposition of such work and revenue derived from such work. The employee and the President or designee may agree that the patent for such invention be pursued by the University and the proceeds shared.
- (d) University-Supported Efforts. An invention which is made in the field or discipline in which the employee is employed by the University, or by using University support, is the property of the University and the employee shall share in the proceeds therefrom.
- (e) 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 use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within 120 days.
 - (2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or designee may elect to 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, in which case the invention shall be the employee's property and none of the costs incurred by the University or on its behalf shall be assessed against the employee.
 - (3) All assignments or releases of inventions, including patent rights, by the President or designee 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, unless otherwise agreed in writing by the University.
- (f) University Policy.
 - (1) The University shall have a policy addressing the division of proceeds between the employee and the University.
 - (2) Such policy may be the subject of consultation meetings pursuant to Section 2.2.
- (g) Execution of Documents. The University and the employee(s) shall sign an agreement individually recognizing the terms of this Policy.

5. Outside Activity.

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

**BOT-UFF POLICY
CONFLICT OF INTEREST/OUTSIDE ACTIVITY**

Purpose:

- (a) 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 rules, and University rules. Other provisions of State law govern obligations and responsibilities of employees who receive State compensation in addition to their annual salary (see Section 240.283, Florida Statutes).
- (b) Nothing in this Policy 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.

Definitions:

- (a) "Outside Activity" shall mean any private practice, private consulting, additional teaching or research, or other activity, compensated or uncompensated, which is not part of the employee's assigned duties and for which the University has provided 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 which interferes with the full performance of the employee's professional or institutional responsibilities or obligations.

Policy:

- 1. Conflicts of Interest Prohibited. Conflicts of interest, including those arising from University or outside activities, are prohibited. Employees are responsible for resolving

such conflicts of interest, working in conjunction with their supervisors and other University officials.

2. Report of Outside Activity.

- (a) An employee who proposes to engage in any outside activity which the employee should reasonably conclude may create a conflict of interest, or in any outside compensated professional activity, shall report to the employee's supervisor, in writing, the details of such proposed activity prior to engaging therein.
- (b) The report, as described in paragraph 2(a), shall include where applicable, the name of the employer or other recipient of services; the funding source; the location where such activity shall be performed; the nature and extent of the activity; and any intended use of University facilities, equipment, or services.
- (c) At the beginning of the first academic year following ratification of the BOT-UFF 2011-2014 Collective Bargaining Agreement and at the beginning of each academic year thereafter, all employees must report activities described in 2(a) or state that he or she is not engaged in or proposing to engage in any outside compensated professional activity or other activity that he or she reasonably concludes may create a conflict of interest.
- (d) A new report shall be submitted for outside activity at:
 - (1) the beginning of each academic year; and
 - (2) such time as there is a new activity or significant change in a previously reported activity (nature, extent, funding, etc.)
- (e) The reporting provisions of this section shall not apply to activities performed wholly during a period in which the employee has no appointment with FIU.

3. Expedited Dispute Resolution Procedure.

- (a) In the event the proposed outside activity is determined to constitute a conflict of interest, and the employee disagrees with that determination, the employee may file a complaint under the Expedited Dispute Resolution procedure contained in the BOT-UFF Policy for Neutral, Internal Resolution of Policy Disputes.
- (b) The employee may engage in such outside activity pending a resolution of the matter pursuant to the BOT-UFF Policy for Neutral, Internal Resolution of Policy Disputes.
- (c) If the resolution of the matter is that there is a conflict of interest, the employee shall cease such activity immediately and may be required to turn over to the University all or part of compensation earned therefrom.

4. 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 designee. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.
5. 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.

BOT-UFF POLICY OTHER EMPLOYEE RIGHTS

1. Professional Meetings. Employees should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.
2. Office Space. Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.
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, if the employee's concern is communicated in writing.
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 Board 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 its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

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.
6. Working Papers Rights. Consistent with law, the provisions of this Policy 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.
7. Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

BOT-UFF POLICY PROFESSIONAL DEVELOPMENT LEAVE AND SABBATICALS

Purpose of Professional Development Leave:

To provide employees who are not eligible for Sabbatical Leaves with leave opportunities to increase the employee's value to the University through enhanced opportunities for professional renewal, educational travel, formal education, research, writing or other experience of professional value, not as a reward for service.

Policy:

1. Professional Development Leave. Each year, the University shall make available at least one (1) professional development leave at full pay for one (1) semester or its equivalent, for example leave at half pay for two (2) semesters for each twenty (20) eligible non-tenure earning employees, subject to the conditions set forth below.
2. Eligibility. All employees with three (3) or more years of full-time continuous service at FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves during fiscal years 2011-2012 and 2012-2013. After July 1, 2013, all employees with at least six (6) years of full-time continuous service at FIU, except those who are serving in tenure-earning or tenured positions,

shall be eligible for professional development leaves. 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.

3. Terms of Professional Development Leave.

- (a) The employee must return to the University for at least one (1) academic year following conclusion of the leave, unless other arrangements are agreed to in writing by the Provost or designee before the leave is taken. If neither of these conditions is satisfied, the employee shall be required to return to the University the salary paid the employee by the University during the leave.
- (b) Employees will not be eligible for another professional development leave until they complete six (6) additional years of continuous service.
- (c) An employee who fails to spend the time as stated in the application shall reimburse the University for the salary received during such leave.
- (d) The University shall continue normal contributions to retirement and Social Security programs on a basis proportional to the salary paid the employee during the professional development leave. University contributions normally made to employee insurance programs and other employee benefit programs shall be continued during the professional development leave.
- (e) Eligible employees shall accrue vacation leave, if applicable, and sick leave on a full-time basis during the professional development leave.
- (f) The employee must provide a brief written report of the employee's accomplishments during the professional development leave to the President or designee upon return to the University.
- (g) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of non-salary funds for such purposes shall not result in reduction of the employee's University salary, but must be reported to the University in advance of the professional development leave, if practicable. 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 shall normally be reduced by the amount necessary to bring the total salary 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 BOT-UFF Policy on Conflict of Interest/Outside Activity.

Procedures

1. Application and Selection.

- (a) Application for professional development leave shall be submitted on the FIU Professional Development Leave Application Form found on the Academic Affairs website (http://academic.fiu.edu/faculty_resources.html). No professional development leave will be awarded without a completed application form. Each application shall contain an appropriate description of the project or work to be accomplished during the leave; an indication why the applicant believes the product or work to be undertaken will improve the productivity of the department or improve his/her professional contribution to the department/unit of which the applicant is a part; any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the professional development leave. Thereafter, the applicant's supervisor may submit a letter of endorsement supporting their request and noting expected benefits to the unit.
- (b) The University shall select applicants on the basis of whether completion of the project or work would enhance the employee's contributions to the employee's department/academic unit. Completed application forms must be received by the Provost or designee by the announced deadline for consideration for the following academic year. The application deadline dates ~~shall be~~ are generally in January/February/October/November prior to the academic year beginning in August.
- (c) The Provost will appoint a committee that will evaluate and rank order the applications. No member of the committee shall also be an applicant for a professional development leave. The chairperson of the committee will be elected by a vote of a majority of at least a quorum of the members of the committee. The committee will develop its ranking based on the specific criteria that completion of the project would improve the productivity of the department of which the employee is a part. The committee, in ranking the applicants, shall also consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of professional development leaves among colleges, divisions, schools, departments and disciplines within the University; the length of time since the employee was relieved of other assigned duties for the purpose of professional development; and the length of service since the previous professional development leave or initial appointment. The committee shall submit a ranked list of recommended employees to the Provost or designee. The Provost or designee shall make appointments from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the appointment.
- (d) No more than one (1) employee in each department/unit need be granted leave

at the same time.

2. Notification of employees. Eligible employees shall be notified annually by January 15 regarding eligibility requirements and application deadlines. Applicants shall be notified as to whether or not their proposed leaves have been granted no later than March 15.

Purpose of Sabbatical Leaves

Sabbaticals are granted to increase tenured faculty members' value to the University through enhanced opportunities for planned travel, research, writing, professional renewal, study, formal education or other experiences of professional value. Sabbaticals are not granted as a reward for service.

Policy:

1. Types of Sabbaticals:
 - (a) Competitive Sabbaticals. Each year, the University shall make available at least one (1) sabbatical, at full pay for one (1) semester and one (1) sabbatical at two-thirds pay for two semesters for each forty (40) tenured employees.
 - (b) Non-Competitive Sabbaticals. The University shall make available to each tenured employee whose application has been received and reviewed by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay or its equivalent, subject to the conditions set forth in this Policy.
2. Eligibility for Sabbaticals: Full-time tenured employees with at least six (6) years of full-time, continuous service with FIU shall be eligible for competitive full-pay sabbatical leave, non-competitive sabbaticals, and two-thirds pay sabbatical leave. A tenured employee who is compensated through a contract or grant may receive a sabbatical leave only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.
3. Terms of Sabbatical Program:
 - (a) No more than one (1) faculty in a department/unit need be awarded a sabbatical at the same time.
 - (b) The employee must return to the University for at least one academic year following participation in the program unless other arrangements are agreed to in writing and approved by the Provost prior to participation. If neither of these conditions is satisfied, the employee must return to the University any salary received from the University during his/her participation during the sabbatical.
 - (c) Within thirty (30) days after returning from a sabbatical, the employee must provide a brief written report to the Provost of the employee's accomplishments during the sabbatical. This report shall include information regarding the activities undertaken during the sabbatical, the results

accomplished as they affect the employee and the University, and the research or other scholarly work produced or expected to be produced as a result of the sabbatical.

- (d) Employees who have received a sabbatical shall not normally be eligible for another sabbatical until six (6) years of continuous service at FIU following the completion of the previous sabbatical.
- (e) 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. University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- (f) Eligible employees shall continue to accrue vacation and sick leave on a full-time basis during the sabbatical leave.
- (g) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in a reduction of the employee's University salary, but shall be reported to the employee's supervisor in advance, if practicable, of the sabbatical. If financial assistance in the form of salary is received during the sabbatical, the University salary shall normally be reduced by the amount necessary to bring the total salary of the sabbatical period to a level comparable to the employee's current year salary rate.

Employment unrelated to the purpose of the sabbatical leave is governed by the BOT-UFF Policy on Conflict of Interest/Outside Activity.

Procedures:

1. Applications

- (a) Applications for sabbaticals must be submitted on the FIU Sabbatical Application Form found on the Academic Affairs website (http://academic.fiu.edu/faculty_resources.html). No Sabbatical will be awarded without a completed application form. Each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to the University and the employee's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in this Policy.
- (b) Applications shall be submitted to the Office of the Provost with a copy filed with the appropriate dean/director who will in turn, provide evaluative comments and a recommendation to the Office of the Provost.

- (c) Completed application forms must be received by the Office of the Provost by the announced deadline for consideration for the following academic year. The application deadline dates are generally in ~~January/February~~ October/November prior to the following academic year beginning in August.

2. Selection

- (a) Sabbaticals at half-pay shall be granted unless the University has determined that the conditions set forth in this Policy have not been met or that departmental/staffing considerations preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the sabbatical in the following year, or at a later time as agreed to by the employee and the University. The period of postponement shall be credited for eligibility for a subsequent sabbatical.
- (b) If there are more applications for competitive sabbaticals than available competitive sabbaticals, a University Sabbatical Committee elected ~~annually~~ every two (2) years by and from the tenured employees shall rank the applicants. The committee shall include at least one representative from each of the various colleges and schools. No member of the committee shall also be an applicant for a sabbatical. The chairperson of the University Sabbatical Committee shall be elected by members of the committee. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools, departments and disciplines within the University; the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly/creative/professional activities; and length of service since previous sabbatical or initial appointment. The Committee shall submit a ranked list of recommended employees to the Provost or representative. The Provost or designee shall make appointments from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the appointment.
- (c) If there are fewer applications for competitive sabbaticals than available competitive sabbaticals, the University sabbatical committee shall make a recommendation to the Provost or representative how many sabbaticals should be awarded based on the quality of the applications.
- (d) The Provost or designee will review the non-competitive sabbatical applications (half pay/two semesters) for compliance with the eligibility requirements set forth in this Policy.

3. Notification of Employees. Eligible employees shall be notified annually by January 15 regarding eligibility requirements and application deadlines for sabbatical leaves. Applicants shall be notified as to whether or not their proposed leaves have been granted

no later than March 15. Applicants shall notify the Provost of their acceptance of their awards within two weeks of receiving notification.

Purpose of Other Study Leave and Retraining:

Other study leave and retraining may be provided when it is in the University's best interests to make such opportunities available.

Policy:

1. Job-required. An employee required to take academic course work or participate in professional development activities as part of assigned duties shall not be required to charge time spent attending classes during the workday to accrued leave.
2. Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credit hours of course work per semester or participate in an equivalent number of hours of professional development during the workday, provided that the course work or professional development is directly related to the employee's assigned responsibilities and the supervisor determines that attending classes or professional development activities will not interfere with the proper operation of the employee's department/academic unit. Employees may, in accordance with this Policy and the BOT-UFF Policy on Leaves, use accrued annual leave for job-related study.
3. Retraining. The University may, at its discretion, provide opportunities for retraining of employees. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of the BOT-UFF Policy on Benefits and/or Sabbaticals or Professional Development Leave.

**BOT-UFF POLICY
BENEFITS**

1. Benefits Improvements. The Board and UFF support legislation to provide adequate and affordable health insurance to all employees.
2. Part-Time Employees. Part-time employees, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of applicable law and rules. Part-time employees should contact the FIU personnel office to determine the nature and extent of the benefits for which they are eligible.
3. Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with applicable law and rules as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Employees who are to take such a leave of absence should

contact the FIU personnel office for complete information prior to taking the leave.

4. Benefits for Retired Employees.

(A) Employees retired from FIU shall be eligible, upon request, and, except where otherwise specified in this Policy, on the same basis as other employees, subject to University policies, to receive the following benefits at FIU.

- (i) Retired employee identification card;
- (ii) Use of the University library (i.e., public rooms, lending and research service);
- (iii) Listing in the University directory;
- (iv) Placement on designated University mailing lists;
- (v) A University faculty-staff parking decal without charge;
- (vi) Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);
- (vii) The right to enroll in courses without payment of fees, on a space available basis in accordance with the provisions of Section 1009.26(4) Florida Statutes;
- (viii) A mailbox in the department/unit from which the employee retired, subject to space availability;
- (ix) A University e-mail address; and
- (x) Emeritus status normally shall be reserved for those employees who retire after a minimum of five years of employment at FIU. An award of emeritus status shall be based on the employee's past contributions to the University and the profession demonstrated through a record of outstanding teaching, research or service. The decision to grant emeritus status shall be made upon the employee's request to his or her chair or supervisor and pursuant to a vote by the faculty within the employee's department/unit according to criteria and procedures developed by employee's college, school or other appropriate academic unit, and subject to the approval of the Dean of the appropriate academic unit and the Provost, which approvals shall not unreasonably be withheld. The University shall act upon the employee's request within sixty (60) days of the beginning of the Fall or Spring semester following the employee's request or within sixty (60) days of the beginning of the Fall or Spring semester following the employee's retirement, whichever is later.

(B) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retired employee's request for office or laboratory space.

(C) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 5(a) of this Policy, retired employees of any State-administered retirement system

are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

5. Optional Retirement Program.

- (A) An Optional Retirement Program is provided for employees in accordance with Florida Statutes and applicable rules of the Division of Retirement including the following provisions:
- (i) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.
 - (ii) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System.
 - (iii) No accrued service credit or vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;
 - (iv) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;
 - (v) The employer shall contribute to the Optional Retirement Program, on behalf of each employee participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 112.363(8), Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and
 - (vi) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.
- (B) The parties agree to inform eligible employees regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.
- (C) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board or another State agency, the UFF has a right to consult with the Board regarding such concern.

As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

6. Phased Retirement Program.

(A) Eligibility.

- (i) Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in 6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's birthday at which the employee becomes eligible to receive full social security benefits. ~~on the employee's 63rd birthday.~~ Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).
- (ii) Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non- reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).

(B) Program Provisions.

- (i) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in the BOT-UFF Agreement, except as stated otherwise in this Policy. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.
- (ii) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
- (iii) Re-employment.
 - (a) Prior to re-employment, participants in the Phased Retirement Program must remain off the FIU payroll for at least ~~six (6) months~~ one (1) year following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations of the Florida Retirement System (which includes ORP).
 - (b) Participants shall be offered re-employment, in writing, by the

University under an Other Personal Services (OPS) contract for one-half of the academic year; however, the University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 6(B)(iii)d. below.

(c) Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.

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

(iv) Leave for Illness/Injury.

(a) Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours ($\frac{1}{2}$ day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, "immediate family" means the spouse, domestic partner, and the grandparents, parents, brothers, sisters, children, and grandchildren of the participant, and/or the participant's spouse, domestic partner, or other dependents of the participant, ~~and/or the~~ participant's spouse or domestic partner living in the household.

(b) Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

(v) Personal Non-Medical Leave.

Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave

with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days' notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post- retirement period.

(vi) Re-employment Period.

(a) The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the first day of classes of the Fall or Spring semester next following the effective date of retirement and the fulfillment of the ~~six (6) month~~ one (1) year retirement validation period described in Paragraph 6(B)(iii), above. No further notice of cessation of employment is required.

(b) The period of re-employment obligation shall not be shortened by the University, except under the provisions of BOT-UFF Policy on Disciplinary Action and Job Abandonment. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured status employees or non-tenure-earning status employees with five (5) or more years of continuous service, as appropriate, for purposes of the Layoff and Recall provisions of the BOT-UFF Agreement.

(vii) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in this Policy. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.

(viii) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

(ix) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the BOT-UFF Agreement, and BOT-UFF Policies and other University policies, subject to the conditions contained in this Policy.

(x) Payroll Deductions. The UFF payroll deductions, as specified in the

BOT-UFF Agreement, if applicable, shall be continued for a program participant during each re-employment period.

- (xi) Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.
- (xii) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

7. Free University Courses for Employees. Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, their spouses and dependent children under the age of twenty-five (25) may enroll for a combined maximum of up to ten (10) credit hours of FIU instruction per term (Fall, Spring, or Summer), with employees enrolling in no more than six (6) credit hours of the total 10 (ten) credit hours per term, without payment of the in-state portion of tuition, tuition differential, or the following fees: financial aid fees, capital improvement trust fund fees, building fees, athletic fees, activity and service fees. Free university courses provided pursuant to this paragraph will be subject to the following conditions:

- (A) Dependent children under the age of twenty-five (25) must be admitted to FIU as degree seeking undergraduate or graduate students.
- (B) Employees and spouses may enroll either as degree-seeking students or as special students on a space available basis.
- (C) An application on the form attached as Appendix G, Attachment 5 (for employee) or as Appendix G, Attachment 6 (for spouse or dependent child under the age of 25) must be provided before the first week of classes to Human Resources, who will verify eligibility for the waiver of tuition and fees.
- (D) Employees should discuss with their supervisors their intent to take classes and should schedule classes during non-working hours to ensure there is no conflict with assigned responsibilities. When a desired class cannot be scheduled during non-working hours, the supervisor may allow the employee to use annual leave or modify his or her assignment based on departmental needs.
- (E) Enrollment must be in regular lecture or laboratory courses, thesis or dissertation, directed individual studies, directed research courses or internships. College of Law, College of Medicine, and continuing education courses are excluded. The tuition and fee waiver shall not apply to tuition and fees for courses restricted to students who are admitted as majors in the following limited access degree programs that have limited enrollments: Bachelor of Science in Hospitality Management, Bachelor of Science in Nursing, Bachelor of Arts/Fine Arts in Theater, and Bachelor of Science in Dietetics and Nutrition.

- (F) A maximum of thirty (30) credits will be covered for dissertation courses (7980-7989).
- (G) A maximum of nine (9) credits will be covered for thesis courses (6970-6979),
- (H) The employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the employee, his or her spouse or dependent child under the age of twenty-five (25) after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw from the University with a 25% refund of tuition, the employee will be responsible for paying that portion of tuition and fees that is not subject to refund.
- (I) A student enrolled in an "A-F" graded course must receive a grade of "C" or better in any undergraduate level course or a grade of "B" or better in any graduate level course. A student enrolled in a "P-F" graded course must receive a "P". Receipt of a lower grade will result in the employee's being charged for the course.

8. Tuition Reimbursement

Purpose of Tuition Reimbursement:

To provide employees who do not have the terminal degree the opportunity to increase the employee's value to the University, not as a reward for service.

Policy:

1. Tuition Reimbursement. The University will reimburse eligible employees who lack a terminal degree reimbursement for tuition expenses incurred while earning a terminal degree at another fully accredited university, subject to the conditions set forth below. The University is not required to accept more than seven (7) employees for this program in any academic year.
2. The reimbursement shall not exceed the equivalent tuition cost of up to six (6) credits per semester at FIU.
3. Eligibility. All employees with two (2) or more years of full-time continuous service at FIU and who do not hold a terminal degree in their discipline shall be eligible to apply for tuition reimbursement under this program.
4. Terms of Tuition Reimbursement. The employee must return to the University for at least one (1) academic year following the reimbursement, if requested by the University. If this condition is not met the employee may be required to return to the University the full amount reimbursed under this program.

Procedures

1. Application and Selection.

(a) Application for tuition reimbursement shall be submitted on the Application Form found on the Academic Affairs website provost.fiu.edu. Each application shall contain a vita showing educational background and documentation of acceptance into the terminal degree program and a statement that the applicant agrees to comply with the conditions of the tuition reimbursement program. The applicant's supervisor may submit a letter of endorsement supporting the request and noting expected benefits to the unit.

(b) The University shall select applicants on the basis of whether completion of the project or work would enhance the employee's contributions to the employee's department/academic unit. Completed application forms must be received by the Provost or designee by the announced deadline for consideration for the following academic year. The application deadline date shall be April 1.

(c) If there are more qualified applicants than the University will fund in a given year, the Provost will appoint a committee that will evaluate and rank order the applications. This may be the same committee as appointed to evaluate and recommend Professional Development leave applications. The chairperson of the committee will be elected by a vote of a majority of at least a quorum of the members of the committee. The committee will develop its ranking based on the specific criteria that completion of the project would improve the productivity of the department of which the employee is a part. The committee, in ranking the applicants, shall also consider the benefits of the proposed program to the employee, the University and the profession. The committee shall submit a ranked list of recommended employees to the Provost or designee. The Provost or designee shall make selections from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the selection.

2. Notification of employees. Eligible employees shall be notified annually by November 1 regarding eligibility requirements and application deadlines.

3. At the completion of each semester while enrolled in the terminal degree program, the employee must present documentation to the Provost or designee showing the successful completion of the course(s), progress toward the degree, and the tuition cost incurred. The University will reimburse the employee for the documented tuition expense for those courses, subject to the conditions set forth in this article. The reimbursement will be paid to the employee within 60 days of receipt of this documentation.

9. Employee Assistance Programs. The University, as part of its Employee Assistance Program (EAP), will provide assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be bargained with the UFF Chapter.
10. Pre-tax Benefits Program. The Board shall continue to provide a pre-tax benefits program for salaried FIU employees, which include the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

BOT-UFF POLICY NEUTRAL, INTERNAL RESOLUTION OF POLICY DISPUTES

Purpose:

To establish and maintain a process for resolving disputes concerning BOT-UFF Policies.

Policy:

1. Policy/Informal Resolution.

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

2. Resort to Other Procedures and Election of Remedy.

- (a) The filing of a complaint 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 that may otherwise be available to address such matters. For rights or benefits that are provided exclusively by a BOT-UFF Policy this neutral, internal dispute resolution procedure shall be the sole review mechanism. Only those acts or omissions and sections of the BOT-UFF Policies identified at the initial filing may be considered at subsequent steps.

- (b) Except where an employee files a grievance alleging violations of the BOT-UFF Agreement in connection with the same act or omission pursuant to the Grievance and Arbitration provisions of the BOT-UFF Agreement, if prior to seeking resolution of a dispute by filing a complaint hereunder, or while the Policy Dispute Resolution process is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employees Relations Commission) or judicial, the University shall have no obligation to entertain or proceed further with the complaint pursuant to this Policy. As an exception to this provision, a complainant may file an EEOC charge while a complaint is in progress when such filing becomes necessary to meet federal filing guidelines pursuant to 42 U.S.C. §2000e et. seq. Further, since the parties do not intend that this Neutral, Internal Resolution of Policy Disputes procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any procedure other than the Neutral, Internal Resolution of Policy Disputes procedure shall not be an act or omission giving rise to a complaint under this Policy.

3. Definitions and Forms. As used in this Policy:

- (a) Complaint. The term "complaint" shall mean a dispute concerning the interpretation or application of a specific term or provision of a BOT-UFF Policy appended to the BOT-UFF Agreement, subject to those exclusions appearing in the Policy. A complaint shall be filed on a Complaint Form, attached to this Policy.
- (b) Complainant. The term "complainant" shall mean an employee or group of employees who has/have filed a complaint in a dispute over a provision of a BOT-UFF Policy that confers rights upon the employee(s). The UFF may file a complaint in a dispute over a provision of a BOT-UFF Policy that confers rights upon a group of employees or upon the UFF. The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants.
- (c) Complaint Forms. Each Complaint, Request for Step 2 Review, and Notice of Demand for Internal Policy Dispute Resolution by a Panel must be submitted in writing on the appropriate forms attached to this Policy and shall be signed by the complainant(s). All complaint forms shall be dated when the complaint is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the complainant; however, complainant's signature shall be provided prior to the Step 2 meeting.
- (d) Days. The term "days" shall mean calendar days.

4. Burden of Proof. In all complaints, except disciplinary complaints in accordance with the BOT-UFF Policy on Disciplinary Actions, the burden of proof shall be on the complainant. In disciplinary complaints, the burden of proof shall be on the University.

5. **Representation.** The UFF shall have the exclusive right to represent any employee in a complaint 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 complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable BOT-UFF Policy or the BOT-UFF 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 such complaint and shall be sent copies of all decisions at the same time as they are sent to the other parties.
6. **Complaint Representatives.** The UFF shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The UFF complaint representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.
7. **Appearances.**
- (a) When an employee participates during scheduled hours in a neutral policy dispute resolution proceeding or in a meeting between the complainant, complainant's counsel or UFF 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 scheduled hours shall not be counted as time worked.

Procedures:

(A) Filing.

- (1) A complaint shall be filed with the Provost or designee at Step 1 within forty-five (45) 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. The complainant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of BOT-UFF Policy identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent Steps.
- (2) The filing of a complaint 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.

- (3) An employee may seek redress of a salary action alleged to be unsupported by performance or job related criteria by filing a complaint under the provisions of the Policy. An act or omission giving rise to such a complaint may be the employee's receipt of salary during any pay period, but in no case shall the Panel's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve months from the date the complaint is filed, whichever is less.
- (B) Time Limits. All time limits in this Policy may be extended by mutual agreement of the parties in writing. Mutual agreement may be evidenced by e- mail exchanges. If the University fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Neutral, Internal Resolution of Policy Disputes by a Panel (—Step 3||) should the UFF elect to take the complaint to neutral, internal policy dispute resolution by a Panel. Upon the failure of the complainant or the UFF, where appropriate, to file an appeal within the time limits provided in this article, the complaint shall be deemed to have been resolved at the prior step. The "end of the day" shall mean 5 PM. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the decision, or by the date of the mailing as indicated by the postmark.
- (C) Step 1.
All complaints shall be placed in Step 1 informal resolution status for forty-five (45) days unless both the University and UFF agree otherwise. During the Step 1 informal resolution period, efforts to resolve the complaint informally shall be made. Upon request of the complainant or complainant's representative, the University representative shall, during the Step 1 informal resolution period, arrange an informal meeting between the appropriate administrator and the complainant. The complainant shall have the right to representation by the UFF or legal counsel during attempts at informal resolution of the complaint. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the complaint is not satisfactorily resolved during the Step 1 informal resolution period, the complainant may give written notice to the President or designee requesting Step 2 review within thirty (30) days from the expiration of the Step 1 period. If the complainant does not request a Step 2 review within thirty (30) days from the expiration of the Step 1 informal resolution period or any extension of that period, the complaint shall be deemed informally resolved and shall not be processed further.
- (D) Step 2.
(1) Meeting. The President or designee and the complainant and/or the

complainant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the complainant's request for a Step 2 meeting. At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint, and the complainant and/or the complainant's representative or the complainant's legal counsel and the President or designee shall discuss the complaint. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days advance written notice to all other parties.

(a) Decision. The President or designee shall issue a written decision, stating the reasons therefore, to complainant's Step 2 representative within fifteen (15) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the complainant, to the complainant's representative and to UFF if complainant elected self-representation or representation by legal counsel.

(b) Documents. The President or designee shall make available to the complainant or the complainant's representative all documentation referenced in the Step 2 decision prior to its issuance. All documents referred to in the Step 2 decision and any additional documents presented by the complainant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request, to a copy of any identifiable documents relevant to the complaint.

(E) Step 3. Neutral, Internal Resolution of Policy Disputes by a Panel

(1) Filing.

(a) If the complaint has not been satisfactorily resolved at Step 2, UFF may, upon the request of the complainant, proceed to Neutral, Internal Resolution of Policy Disputes by a Panel by filing a written notice of the intent to do so. Notice of intent to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel must be filed with the President or designee within forty-five (45) days after receipt of the Step 2 decision by the complainant's Step 2 representative and shall be signed by the complainant and UFF President or designee. The complaint may be withdrawn by the complainant or by the UFF President or designee at any point prior to issuance of the Panel's decision.

(b) Issues of Applicability. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing to render a decision on

applicability. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.

(2) Creation of Pools for Selecting Panel Members.

- (a) Representatives of the University and the UFF shall meet within ninety (90) days after the execution of the BOT-UFF Agreement for the purpose of creating two pools.
- (b) One pool shall consist of University employees, defined as any University employee, whether in a bargaining unit or not ("Employee Pool"). The Employee Pool shall consist of ten (10) members, five of whom shall be appointed by the President or designee and the remaining five shall be appointed by the UFF President.
- (c) A second pool shall consist of FIU internal community members, defined as former employees or alumni ("Neutral Pool"). The Neutral Pool shall consist of six (6) members appointed by mutual agreement of the President or designee and the UFF President. If the University and the UFF are unable to reach mutual agreement on six (6) Neutral Pool members, selection shall be made from striking names from lists of six (6) names each submitted by the University and the UFF until six (6) panel members are selected. The order of striking shall be determined by the flip of a coin.
- (d) The University and the UFF are encouraged to seek eligible Neutral Pool members who are educators at other educational institutions, fully retired FIU faculty or administrators, or professional mediators or arbitrators. Any member of the Neutral Pool who is not a professional labor arbitrator shall complete training to qualify as a professional labor arbitrator prior to being selected to serve in a dispute resolution. The costs of such training will be shared equally by the University and the UFF. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral arbiter of disputes involving the University shall be eligible for inclusion in the Neutral Pool.
- (e) Members of the pools shall be able to serve on short notice and willing to serve for at least one calendar year. In addition, the University and the UFF shall jointly provide all pool members with orientation and training in BOT-UFF Policies including this Neutral, Internal Resolution of Policy Disputes procedure. The costs of such training will be shared equally by the University and the UFF.
- (f) If at any time the number of members of the Neutral Pool drops below six (6), the University and the UFF shall meet to select one or more additional Neutral Pool members through the process outlined above.

A new panel may be selected annually, at the initiation of the University or the UFF, on written notice no later than November 30th.

- (g) If at any time the number of members of the Employee Pool drops below ten (10), the departing member's vacancy shall be filled by the President (or designee) or the UFF President, as appropriate.

(3) Selection of a Panel.

- (a) Within fourteen (14) days after receipt of a notice of intent to proceed to neutral, internal policy dispute resolution, representatives of the University and the UFF shall meet for the purpose of selecting a Panel.
- (b) The President or designee shall appoint one member of the Employee Pool to serve on the Panel.
- (c) The UFF President shall appoint one member of the Employee Pool to serve on the Panel.
- (d) The appointees to the Panel pursuant to (b) and (c) above, shall select the third member of the Panel, who shall be selected from the Neutral Pool. Selection from among Neutral Pool members shall be by mutual agreement or by alternately striking names from the eligible members of the Neutral Pool list. Each side shall have two strikes. The right of the first choice to strike from the list shall be determined by the flip of a coin. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the remaining two Neutral Pool members shall hear the complaint. The parties may mutually select as the third panel member an individual who is not a member of the Neutral Pool.
- (e) The appointee from the Neutral Pool shall serve as the Chair of the Panel and shall be governed by the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes of the National Academy of Arbitrators, the American Arbitration Association, and the Federal Mediation and Conciliation Service.
- (f) The hearing by the Panel shall be held within sixty (60) days following the selection of the Panel.

(4) Authority of the Panel.

- (a) The Panel shall not add to, subtract from, modify, ignore, or alter the terms or provisions of any BOT-UFF Policy or the BOT-UFF Agreement. Neutral, Internal Resolution of Policy Disputes by a Panel shall be confined solely to the application and/or interpretation of BOT-UFF Policies and the precise issue(s) submitted for Neutral, Internal Resolution of Disputes. In rendering its decision, the Panel shall refrain from issuing

any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the complaint violated applicable University regulation or policy.

- (b) Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding promotion under the BOT-UFF Promotion Policy, the Panel shall not substitute its judgment for that of the administrator. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated BOT-UFF Policy.
- (c) The Panel shall not have the power to award promotion or tenure.
- (d) If the Panel determines that a BOT-UFF Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the Panel 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.
- (e) A Panel'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 a Panel, the President or designee may reassign the employee during such reappointment.

(5) Conduct of Hearing.

The Panel shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the all Panel members' acceptance of selection, or as soon thereafter as is practicable, and the Panel shall issue the decision within thirty (30) 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 Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

- (6) **Effect of Decision.** The decision or award of the Panel shall be final and binding upon the University, the UFF, and the complainant, provided that either party may appeal to an appropriate court of law a decision that was rendered by a Panel acting outside of or beyond the Panel's jurisdiction pursuant to Florida law concerning the right of appeal of a similar decision rendered in an arbitration.
- (7) **Venue.** For purposes of venue in any judicial review of a Panel's decision issued under this Policy, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade 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 Miami-Dade County.
- (8) **Fees and Expenses.** All fees and expenses of the Neutral, Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties, unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the Panel hearing shall provide written notice to the other party of its intention to have a transcript of the Panel hearing made at least one week prior to the date of the hearing. 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. The requesting party shall, at its expense, photocopy the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.
- (9) **Retroactivity.** A Panel's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the complaint was initially filed in accordance with this Policy.

- 8. **Filings and Notification.** With the exception of Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to the complainant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested.
- 9. **Precedent.** No complaint informally resolved, or complaint resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the UFF acting through its President or designee.

10. Processing.

- (a) The filing or pendency of any complaint or request for Neutral, Internal Resolution of Policy Disputes by a Panel under this Policy 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 complaint prior to the expiration of the complainant's employment, whether by termination or failure to reappoint. An employee with a pending complaint will not continue to be compensated beyond the last date of employment.
- (b) Nothing shall authorize the University or its representative to refuse consideration of a complaint on the assertion that it was not timely filed or processed in accordance with this Policy.

11. Reprisal. No reprisal of any kind will be made by the University or the UFF against any complainant, any witness, any UFF representative, or any other participant in the Neutral, Internal Resolution of Policy Disputes procedure by reason of such participation.

12. Records. All written materials pertinent to a complaint shall be filed separately from the evaluation file of the complainant or witnesses, except (a) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a complainant or witness. All decisions or settlement agreements resulting from complaints processed pursuant to this Policy shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any complainant or witness.

13. Expedited Dispute Resolution Procedure for Conflict of Interest/Outside Activity.

- (a) The period for informal resolution of a dispute alleging a violation of the provisions of the BOT-UFF Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a dispute shall be heard at Step 2 by the President or designee no more than seven (7) days after a request for a Step 2 review has been filed. The President or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting.
- (b) A request for resolution by a Neutral Panelist shall be filed within fourteen (14) days after receipt of the Step 2 decision. A Neutral Panelist shall be selected by the parties from the Neutral Pool, or by mutual agreement from outside the neutral pool, no more than fourteen (14) days after a request for a resolution by a Neutral Panelist is received. Selection shall be by mutual agreement or by striking names from the Neutral Pool. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the two panelists shall hear the complaint. The order of striking shall be determined by the flip of a coin. The Neutral Panelist shall issue a memorandum of decision within seven (7) days following the conclusion of the

Neutral Panelist hearing, to be followed by a written opinion and award in accordance with the provisions of this Policy.

- (c) All other provisions of this Policy shall apply to these complaints, except as noted above.

14. Expedited Dispute Resolution Procedure for Complaint over Assignment.

An employee who complains that his or her assignment has been imposed arbitrarily or unreasonably shall be entitled to Expedited Assignment Dispute Resolution ("ADR") as set forth below. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment pending final resolution under this procedure.

- (a) If an employee believes that the assignment has been imposed arbitrarily or unreasonably, the employee or employee's representative shall, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form (attached hereto as ADR Form 1) with the individual responsible for making the assignment. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the President's representative unless it is documentation that the employee requested from the University prior to the conference held pursuant to (b) below, but did not receive before such conference.
- (b) Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and employee's representative and discuss the dispute. Within twenty-four (24) hours after this conference, such individual shall complete Part 1 of the ADR Form and deliver it to the employee or representative.
- (c) If the employee continues to be aggrieved following the initial conference, the employee or representative shall file the ADR Form, with Part 1 completed, with the Dean or other appropriate administrator no later than four (4) days after the initial conference.
- (d) The employee or employee's representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four (4) days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the employee or employee's representative.

- (e) If consultation with the Dean or appropriate administrator does not resolve the matter, the employee or employee's representative may file, within four (4) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Panelist.
- (f) Within seven (7) days of receipt of the completed ADR Form and other documentation, the President's representative may place a written explanation, brief statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the employee or employee's representative, who shall place a list of the employee's expected witnesses into the file.
- (g) At the time that the completed ADR Form is submitted to the President's representative, the employee or employee's representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Panelist from among the members of the Neutral Pool or by mutual agreement from outside the neutral pool. Selection of the Neutral Panelist shall be by mutual agreement or by striking names from the Neutral Pool. The order of striking shall be determined by the flip of a coin. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the two panelists shall hear the complaint. This meeting shall be scheduled for no later than seven (7) days after filing of the completed ADR Form.
- (h) The President's representative shall contact the selected Neutral Panelist no later than three (3) days following the selection. Should the Neutral Panelist selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.
- (i) Upon the agreement of the Neutral Panelist to serve, the President's representative shall provide the Neutral Panelist with the employee's ADR File.
- (j) The ADR hearing shall be scheduled as soon as practicable after the Neutral Panelist has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR hearing no later than forty-eight (48) hours prior to it being convened.
- (k) The ADR hearing shall be conducted as follows:
 - (1) The employee, or employee's representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the

presentation of the representative's case.

- (2) The Neutral Panelist will conduct and have total authority at the ADR hearing. The Neutral Panelist may conduct the ADR hearing in whatever fashion consistent with this Policy that will aid in arriving at a just decision.
 - (3) The Neutral Panelist shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR hearing a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Neutral Panelist's determination.
 - (4) If the Neutral Panelist decides that the employee's assignment was imposed arbitrarily or unreasonably, the Neutral Panelist may also order the appropriate remedy, which shall be binding on the University.
- (l) All other provisions of this Policy shall apply to these complaints, except as noted above.

Florida International University/United Faculty of Florida

Neutral, Internal Resolution of Policy Disputes

Complaint Form

Date Received by Provost or Designee: _

COMPLAINANT

STEP 1 COMPLAINANT REPRESENTATIVE

NAME:

NAME:

SCHOOL/COLLEGE:

MAILING ADDRESS:

DEPT:

OFFICE PHONE:

OFFICE PHONE:

COMPLAINANT BOT-UFF Policy(ies) and section(s) of Policy(ies) allegedly violated:

Statement of Complaint (must include date of acts or omissions complained of):

Remedy Sought:

(See page 2 for additional requirements)

AUTHORIZATION

I will be represented in this complaint by: (check one - representative must sign on appropriate line. If complainant is represented by the UFF or legal counsel, all University communications should go to the complainant's representative.):

_____UFF _____

_____Legal Counsel _____

_____Myself _____

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

This complaint was filed with the Provost's or Designee's Office on _____ by (check one) mail (certified or registered, restricted delivery, return receipt requested)_____; personal delivery_____; other (specify) _____.

Signature of Complainant

(Complainant must sign prior to Step 2 Meeting if complaint is to be processed.)

Florida International University/United Faculty of Florida

Neutral, Internal Resolution of Policy Disputes Request for Step 2

Review

Date Received by President or Designee: _____

COMPLAINANT

**STEP 2 COMPLAINT
REPRESENTATIVE**

NAME:

NAME:

SCHOOL/COLLEGE:

MAILING ADDRESS:

DEPT:

OFFICE PHONE:

OFFICE PHONE:

Complainant hereby requests that the President or designee review the complaint as set forth on the attached Step 1 Complaint Form and issue a decision providing the remedy sought.

Complainant filed this request for review with the President's or designee's Office on __, by (check one): mail (certified or registered, restricted delivery, return receipt requested)___; personal delivery_____; other (specify)_____.

Signature of Complainant:

I am represented in this complaint by (check one - representative should sign on appropriate line. If complainant is represented by the UFF or legal counsel, all University communications should go to the complainant's representative):

_____UFF _____

_____Legal Counsel _____

_____Myself _____

(See page 2 for additional requirements.)

A copy of the Complaint Form initially filed with the Provost or designee must be attached to this Request for Step 2 Review at the time of its filing with the President or designee.

The Step 2 Decision shall be transmitted to Complainant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to Complainant, to the Provost or designee, and to the President, UFF-FIU, if Complainant elected self-representation or representation by legal counsel.

Florida International University/United Faculty of Florida

Neutral, Internal Resolution of Policy Disputes

Notice of Intent to Proceed to Neutral, Internal Resolution of Policy Disputes by a Panel

Date of receipt by President or Designee: _____

The United Faculty of Florida hereby gives notice of its intent to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel in connection with the decision of the President dated _____ and received by the UFF on _____ in this complaint of:

NAME: _____

The following statement of issue(s) before the Panel is proposed:

This notice was filed with the President's or designee's Office on _
by (check one) mail (certified or registered, restricted delivery, return receipt
requested) _____; personal delivery _____; other (specify) _____
_____.

Signature of UFF President or designee

I hereby authorize UFF to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel with my complaint. I also authorize UFF and the University to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this complaint and to furnish copies of the same to the arbitrator.

Signature of Complainant

**Florida International University/United Faculty of Florida
Neutral, Internal Resolution of Policy Disputes
Assignment Dispute Resolution Form**

PART 1: STATEMENT OF DISPUTE

<hr/>	<hr/>
Employee's Name	Department
<hr/>	<hr/>
Employee's Address	Person Making Assignment
<hr/>	<hr/>
Date Assignment Made	Beginning Date of Assignment

I believe the assignment was arbitrarily or unreasonably imposed because:

<hr/>	<hr/>
Employee's Signature	UFF Representative's Signature
<hr/>	<hr/>
Date Filed	Date of Meeting
<hr/>	<hr/>
<hr/>	
<hr/>	
<hr/>	

Person making the assignment:	Date of Decision:
<hr/>	<hr/>

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED (SEE BOT-UFF POLICY ON NEUTRAL, INTERNAL RESOLUTION OF POLICY DISPUTES, SECTION 16(a)).

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

PART 2: DECISION OF DEAN OR APPROPRIATE ADMINISTRATOR

Date Filed with Dean/Administrator:

Date of Conference:

_____The assignment was not arbitrarily or unreasonably imposed.

_____The disputed assignment has been resolved in the following manner:

Dean or appropriate administrator

Date of Decision

PART 3: UFF NOTICE OF INTENT TO REFER DISPUTE TO NEUTRAL PANELIST

The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Panelist.

Employee's Name

Date of Receipt by President's Representative

UFF Representative

Receipt Acknowledged by President's Representative

PART 4: NEUTRAL PANELIST'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:

Remedy:

Neutral Panelist's Name

Employee's Name

Neutral Panelist's Signature

Date Decision Issued

**FLORIDA INTERNATIONAL UNIVERSITY
APPLICATION OF EMPLOYEE FOR ENROLLMENT IN
THE BOT-UFF (FACULTY AND LIBRARIAN) EMPLOYEE
TUITION WAIVER PROGRAM**

TO BE COMPLETED BY EMPLOYEE (Please type or print form.)

Reference #	Course #	Course Title	Class Time	Class Day(s)	Grading Option	# Credit Hours

I certify that I am a full-time employee in the UFF bargaining unit. I understand that a condition of this tuition waiver program is that I receive a grade no lower than C in each undergraduate course and no lower than B in each graduate course taken under the program. I understand that if I receive a grade lower than C in an undergraduate class or B in a graduate class or if I drop a course after the official Drop-Add period, except in case of an emergency, by this application I authorize Florida International University to make a payroll deduction for six (6) biweekly pay periods to reimburse the University the cost of tuition and fees waived. If I withdraw from the University before the end of the last day to withdraw from the university with a 25% refund of tuition, I will be responsible for paying that portion of tuition and fees that is not subject to refund. The University Cashier's Office will determine the amount of the deduction based on the courses involved. It is my responsibility to inform the Cashier's Office if the amount being deducted is incorrect. The biweekly deductions will begin approximately three (3) weeks after grades are submitted. If I go on leave of absence or cease to be employed at the University prior to reimbursing the University the total amount due, I authorize the University to deduct the remaining amount from my final paycheck or from any other funds due me. If these funds are not sufficient, I agree to pay the University the remaining amount in accordance with University policy.

Employee's Signature

Date

Division of Human Resources Use Only—Do Not Write below this Line

Full time employee: Yes _____ No _____ Employee's Date of Hire _____

The courses listed above are hereby APPROVED _____ DISAPPROVED _____

Human Resources Signature

Date

Distribution: Original- Human Resources Copy - Cashier's Office Copy - Employee

**FLORIDA INTERNATIONAL UNIVERSITY
APPLICATION OF SPOUSE OR DEPENDENT CHILD FOR ENROLLMENT IN THE BOT-UFF
(FACULTY AND LIBRARIAN) EMPLOYEE TUITION WAIVER PROGRAM**

Fulltime employees who are in the UFF (Faculty and Librarian) bargaining unit, their spouses and dependent children under the age of twenty-five (25) may enroll for a combined maximum of ten (10) credit hours each semester (Fall, Spring or Summer). Dependents participating in this program must be degree-seeking students and may register during the regular registration period.

TO BE COMPLETED BY INDIVIDUAL APPLYING FOR WAIVER:
(Please type or print form.)

Employee's Last Name First Name MI

Applicant's Last Name First Name MI

Employee's Panther ID Applicant's Panther ID

Applicant's Relationship to Employee: _____

If applicant is spouse of employee, copy of marriage license must be attached, if not already on file with Human Resources.)

If Applicant is the dependent child of Employee, please provide date of birth: _____

I, _____, certify that I am fully admitted as a degree seeking student.

Term Enrolled: _____
 Year Fall Spring Summer

List course(s) for which you wish to enroll (up to ten credit hours per semester). Please include alternate class selections. A maximum of 30 dissertation credits (7980 – 7989) and a maximum of 9 thesis credits (6970 – 6979) will be covered. Please attach a copy of your class schedule.

Reference #	Course #	Course Title	Class Time	Class Day(s)	Grading Option	# Credit Hours
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Applicant's Signature

Date

TO BE COMPLETED BY EMPLOYEE:

I certify that I am a full-time employee in the UFF bargaining unit. I understand that a condition of this tuition waiver program is that the individual enrolled receive a grade no lower than C in each undergraduate course and no lower than B in each graduate course taken under the program. I understand that if the individual enrolled receives a grade lower than C in an undergraduate course or B in a graduate course or drops a course after the official Drop-Add period, except in case of an emergency, by this application I authorize Florida International University to make a payroll deduction for six (6) biweekly pay periods to reimburse the University the cost of tuition and fees waived. If the individual enrolled withdraws from the University before the end of the last day to withdraw from the university with a 25% refund of tuition, I will be responsible for paying that portion of tuition and fees that is not subject to refund. The University Cashier's Office will determine the amount of the deduction based on the courses involved. It is my responsibility to inform the Cashier's Office if the amount being deducted is incorrect. The biweekly deductions will begin approximately three (3) weeks after grades are submitted. If I go on leave of absence or cease to be employed at the University prior to reimbursing the University the total amount due, I authorize the University to deduct the remaining amount from my final paycheck or from any other funds due me. If these funds are not sufficient, I agree to pay the University the remaining amount in accordance with University policy.

Employee's Signature

Date

Division of Human Resources Use Only—Do Not Write below this Line

Full time employee: Yes _____ No _____ Employee's Date of Hire: _____

The courses listed above are hereby APPROVED _____ DISAPPROVED _____

Human Resources Signature

Date

Distribution: Original- Human Resources Copy - Cashier's Office Copy - Employee

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

September 5, 2018

Subject: Updated Exclusion Resolution and Designation of Key Management Personnel and Delegation of Authority

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees adopt a Resolution that updates the exclusion of the named members of the FIU Board of Trustees from the requirements for a personnel security clearance and adopt a Resolution designating Key Management Personnel for Florida International University's facility clearance, and delegating to them certain responsibilities and authorities pursuant to the National Industrial Security Program Operating Manual (NISPOM).

RESOLUTION

WHEREAS, the Florida International University ("FIU"), a university in the State University System of Florida, desires to enter into contractual obligations with agencies of the United States Government, including contractual obligations requiring security clearance; and

WHEREAS, current Department of Defense (DoD) policy requires that the Chair of the FIU Board of Trustees and all FIU principal officers meet the personnel clearance requirements established for the level of the University's security clearance; and

WHEREAS, said DoD policy permits the exclusion from the personnel security clearance requirement of members of the Board of Trustees and other officers, provided that this Board adopts a resolution stating that such Board members and officers designated by name shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of FIU, and that they do not occupy positions that would enable them to adversely affect FIU's policies or practices in the performance of classified contracts for the DoD or other agencies of the National Industrial Security Program; and

WHEREAS, by Resolution dated February 27, 2018 (the "Exclusion Resolution"), it was resolved that the following Board of Trustees members, who were at the time serving on the Board, shall not require, shall not have, and can be excluded from access to all classified information in the possession of FIU, and do not occupy positions that would enable them to adversely affect FIU's policies or practices in the performance of classified contracts for the DoD or other agencies of the National Industrial Security Program. As such, they were excluded from the requirements for a personnel security clearance.

Claudia Puig	Trustee, Chair
Cesar Alvarez	Trustee
Jorge [Jose] J. Armas	Trustee
Leonard Boord	Trustee
Dean C. Colson	Trustee
Gerald C. Grant, Jr.	Trustee

Michael G. Joseph	Trustee
Natasha Lowell	Trustee
Justo L. Pozo	Trustee
Marc D. Sarnoff	Trustee
Krista M. Schmidt	Trustee
Rogelio Tovar	Trustee
Kathleen L. Wilson	Trustee

WHEREAS, the composition of the FIU Board of Trustees has changed since the adoption of the Exclusion Resolution in that the terms of Krista M. Schmidt and Professor Kathleen L. Wilson, as members of the FIU Board of Trustees ended on May 14, 2018 and July 31, 2018, respectively. The Chair of the Faculty Senate, Joerg Reinhold, and the President of the University's Student Government Association for the Modesto A. Maidique Campus, Jose. L. Sirven, III, also serve as voting Trustees during their terms of office, which began August 1, 2018 and May 15, 2018 respectively. Accordingly, an update to the Exclusion Resolution is needed to reflect the current composition of the FIU Board of Trustees and the exclusion of those Board members, including the new Board of Trustees members, from the requirements for a personnel security clearance.

NOW THEREFORE, BE IT RESOLVED, that the following FIU Board of Trustees members shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of FIU, and do not occupy positions that would enable them to adversely affect FIU's policies or practices in the performance of classified contracts for the DoD or other agencies of the National Industrial Security Program. As such, they are excluded from the requirements for a personnel security clearance.

Claudia Puig	Trustee, Chair
Jose J. Armas	Trustee, Vice Chair
Cesar L. Alvarez	Trustee
Leonard Boord	Trustee
Dean C. Colson	Trustee
Gerald C. Grant, Jr.	Trustee
Michael G. Joseph	Trustee
Natasha Lowell	Trustee
Justo L. Pozo	Trustee
Joerg Reinhold	Trustee
Marc D. Sarnoff	Trustee
Jose L. Sirven, III	Trustee
Rogelio Tovar	Trustee

BE IT RESOLVED that the FIU Board of Trustees hereby appoints a managerial group with the authority and responsibility for negotiation and/or administration of classified contracts and operations governed by the NISPOM (hereinafter "Key Management Personnel") consisting of: FIU's President, FIU's Facility Security Officer, and FIU's Insider Threat Program Senior Official and the Executive Director of the National Forensic Science Technology Center at FIU, with the President being the final authority; and

BE IT RESOLVED that the FIU Board of Trustees hereby delegates to the Key Management Personnel all duties, responsibilities and authorities pertaining to FIU's obligations under the NISPOM; and

BE IT RESOLVED that the President and all other members of said Key Management Personnel at the present time do possess or will be processed for the required security clearances; and

BE IT RESOLVED that in future, if a cognizant security agency (CSA) of the U.S. Government determines that additional FIU officials must be added to the managerial group, such requirements shall be made and approved by the Key Management Personnel, and not the FIU Board of Trustees, unless approval by the FIU Board of Trustees is required by the CSA.

This action is in the form of a resolution to take effect immediately upon adoption.

Adopted this 5th day of September, 2018 by the Board of Trustees of Florida International University.

Claudia Puig
Chair
FIU Board of Trustees

Mark B. Rosenberg
Corporate Secretary
FIU Board of Trustees

Supporting Documentation: None

Facilitator/Presenter: Kenneth G. Furton

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