AGENDA

FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES

Tuesday, September 8, 2015               8:30 a.m.–1:45 p.m.

COHEN CENTER BALLROOM, ROOM # 203-B
FLORIDA GULF COAST UNIVERSITY

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NOTE: Indicated times within the agenda are approximate and are subject to change. Agenda items may be taken out of order at the call of the Chair and with the concurrence of the Board.

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MEETING 1: AD HOC COMMITTEE ON FGCU STRATEGIC PLAN 2015-2020

START TIME: 8:30 a.m.

END TIME: 9:35 a.m.

Committee Members:
- Trustee Tom Grady – Chair
- Trustee Shawn Felton
- Trustee Blake Gable
- Trustee Kevin Price
- Trustee Ken Smith
- Trustee Robbie Roepstorff

AGENDA

8:30 a.m. Call to Order, Roll Call, and Opening Remarks—Chair Tom Grady

Action: (Includes Public Comment)
- Minutes of May 12, 2015 Committee Meeting (TAB #1)
8:35 a.m. Committee Discussion Continuation from Last Meeting – Chair Tom Grady and Committee
• Draft Vision and Mission Statements (TAB #2)

9:20 a.m. Action: (Includes Public Comment)
• Approval of FGCU Vision and Mission Statements - Chair Tom Grady

9:25 a.m. Old Business – Chair Tom Grady

9:30 a.m. New Business – Chair Tom Grady

9:35 a.m. Closing Remarks, and Adjournment – Chair Tom Grady

MEETING 2: FGCU BOARD OF TRUSTEES

START TIME: 9:35 a.m., or Immediately following Adjournment of Ad Hoc Committee on FGCU Strategic Plan 2015-2020 Meeting (whichever is earlier)

END TIME: 1:45 p.m.

AGENDA

9:35 a.m. Call to Order, and Roll Call – Chair Robbie Roepstorff

Welcome and Introduction of new FGCU Foundation Board of Directors Chair David Call – Chair Robbie Roepstorff

9:40 a.m. Consent Agenda – Chair Robbie Roepstorff
• Minutes of June 10, 2015 Regular Meeting (TAB #1)
9:45 a.m.  
Standing Report from FGCU Foundation Board of Directors – FGCU Foundation Board of Directors Chair David Call

9:50 a.m.  
Chair’s Report – Chair Robbie Roepstorff

10:05 a.m.  
President’s Report – President Wilson Bradshaw

10:20 a.m.  
Report from Ad Hoc Committee on FGCU Strategic Plan 2015-2020 (Includes Public Comment) – Chair Tom Grady

Action:
- FGCU Vision and Mission Statements (Board Action, if received for recommendation from Ad Hoc Committee on FGCU Strategic Plan 2015-2020 after its September 8, 2015 Meeting earlier today)

10:40 a.m.  
Academic/Student/Faculty Affairs Committee Meeting (Includes Public Comment) – Chair Christian Spilker

Action:
- 2015-2018 Collective Bargaining Agreement – Florida Gulf Coast University Board of Trustees and United Faculty of Florida, Florida Gulf Coast University Chapter – Provost and Vice President for Academic Affairs Ron Toll (TAB #2)
- Regulation: FGCU-PR4.002 Student Code of Conduct and Student Conduct Review Process – Vice President for Student Affairs Mike Rollo (TAB #3)
- Regulation: FGCU-PR2.001 Undergraduate Admissions – Vice President for Administrative Services and Finance Steve Magiera (TAB #4)

11 a.m.  
Finance, Facilities and Administration Committee Meeting (Includes Public Comment) – Chair Rob Wells

Information Only:
- 2014-2015 End-Of-Year Budget Report – Vice President for Administrative Services and Finance Steve Magiera (TAB #5)
- FGCU 2015 Legislature Regular and Special Sessions Report – Director of Government Relations Jennifer Goen (TAB #6) (10 minutes)
Action:

- **FGCU 2016 Legislative Agenda** – Director of Government Relations Jennifer Goen (TAB #7) (20 minutes)
- **2015-2016 Operating Budget** – Vice President for Administrative Services and Finance Steve Magiera (TAB #8)
- **Regulation: FGCU-PR9.007 Smoking and Consumption of Food in University Buildings** – Vice President for Administrative Services and Finance Steve Magiera (TAB #9)
- **2015 Florida Educational Equity Report for Florida Gulf Coast University** – Vice President and General Counsel Vee Leonard (TAB #10)

12:10 p.m.  
**LUNCH** (Lunch will be provided for the FGCU Board of Trustees.) (15 minutes)

12:25 p.m.  
**Regular Meeting Resumes** – Chair Robbie Roepstorff

Audit Committee Meeting (Includes Public Comment) – Chair Robbie Roepstorff

Action:

- **Office of Internal Audit Updated Charter** – Director of Internal Audit Carol Slade (TAB #11)
- **2014-2015 Internal Audit Annual Report** – Director of Internal Audit Carol Slade (TAB #12)
- **Undergraduate Admissions Audit** – Director of Internal Audit Carol Slade (TAB #13)

12:45 p.m.  
**Revised Evaluation Tool for FGCU Board of Trustees’ Annual Performance Evaluation of University President** – Chair Robbie Roepstorff

Action:

- **Revised Evaluation Tool for FGCU Board of Trustees’ Annual Performance Evaluation of University President** – President Wilson Bradshaw (TAB #14)
12:50 p.m.  
Revised 2015-2016 Performance Measures for University President – Chair Robbie Roepstorff  

**Action:**  
• Revised 2015-2016 Performance Measures for University President – President Wilson Bradshaw (TAB #15)

12:55 p.m.  
FGCU President's Annual Performance Evaluation for 2014-2015 – Chair Robbie Roepstorff  

**Information Only:**  
• President's Report on 2014-2015 Performance Measures Results – President Wilson Bradshaw (TAB #16)  

**Action:**  
• FGCU Board of Trustees' Evaluation of President Wilson Bradshaw's Performance for 2014-2015

1:20 p.m.  
Standing Report from FGCU Staff Advisory Council (SAC) – President Nicholas Gallo

1:25 p.m.  
Standing Report from FGCU Student Government – President Thieldens Elneus

1:30 p.m.  
Standing Report from FGCU Faculty Senate – President Shawn Felton

1:35 p.m.  
Old Business – Chair Robbie Roepstorff

1:40 p.m.  
New Business – Chair Robbie Roepstorff

1:45 p.m.  
Chair's Closing Remarks, & Meeting Adjournment – Chair Robbie Roepstorff

(END)
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FGCU Board of Trustees
September 8, 2015

### Ad Hoc Committee on FGCU Strategic Plan 2015-2020 Meeting

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### Regular Board Meeting

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Florida Gulf Coast University Board of Trustees
September 8, 2015

SUBJECT: Minutes of June 10, 2015 Regular Meeting

PROPOSED BOARD ACTION

Approve minutes

BACKGROUND INFORMATION

The Florida Gulf Coast University Board of Trustees met on June 10, 2015. Minutes of the meeting were kept as statutorily required.

Supporting Documentation Included: (1) Minutes of June 10, 2015 Regular Meeting, and (2) Attached transcript of the June 10, 2015 Campus Master Plan Update for 2015-2025 (First Public Hearing)

Prepared by: Executive Assistant to the Vice President and Chief of Staff Valerie Whitaker, and Von Ahn Associates Court Reporter Lisa Boyd

Legal Review: N/A

Submitted by: Vice President and Chief of Staff Susan Evans
FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES

Wednesday, June 10, 2015               8:30 a.m.–2:30 p.m.

COHEN CENTER BALLROOM, ROOM # 203-B
FLORIDA GULF COAST UNIVERSITY

Regular Meeting Minutes

Members:
Present: Trustee Robbie Roepstorff – Chair; Trustee Dudley Goodlette – Vice Chair; Trustee Thieldens Elneus; Trustee Shawn Felton; Trustee Blake Gable; Trustee Tom Grady (left at 12:37 p.m.); Trustee Kevin Price (left at 2:37 p.m.); Trustee Russell Priddy; Trustee Ken Smith; and Trustee Christian Spilker.

Not Present: Trustee Joe Catti; Trustee Dick Klaas; and Trustee Rob Wells.

Others:
FGCU Financing Corporation Board of Directors Chair Dick Ackert

Staff: President Wilson Bradshaw; Provost and Vice President for Academic Affairs Ron Toll; Vice President for Student Affairs Mike Rollo; Vice President for University Advancement and Executive Director of FGCU Foundation Chris Simoneau; Vice President and Chief of Staff Susan Evans; Vice President and General Counsel Vee Leonard; Director of Internal Audit Carol Slade; Assistant Vice President of Business Services Joe McDonald; Director of Board Operations, and Special Projects Amber Pacheco; Director of Media Relations Lillian Pagan; and Executive Assistant to the Vice President and Chief of Staff Valerie Whitaker.

Item 1: Call to Order, and Roll Call
Chair Robbie Roepstorff called the meeting to order at 8:35 a.m. Roll call was taken with 9 of 13 Trustees present, thus meeting quorum requirements. Chair Roepstorff expressed her concern with meeting quorum requirements later in the day as a result of trustee scheduling conflicts and asked for the concurrence of the Board to rearrange the meeting’s agenda to address the action items immediately after the Workshop on Dispute Resolutions, followed by the remaining information only agenda items. She confirmed that the adjustment would still ensure the First Public Hearing for the Campus Master Plan 2015-2025 would take place after the time noted in the public announcement. The Board concurred with the proposed adjustments to the schedule.

Item 2: Workshop on Dispute Resolutions (See Tab #1)
Chair Roepstorff said she asked Vice President and General Counsel Vee Leonard for an informational presentation covering the FGCU Board of Trustees’ (BOT) role and responsibilities for litigated disputes as well as those resolved...
through alternative methods. Vice President and General Counsel Vee Leonard introduced workshop presenter Mr. Robin Doyle, attorney and certified court mediator.

Mr. Robin Doyle presented the Workshop on Dispute Resolutions to the BOT.

At 9:10 a.m. the Workshop on Dispute Resolutions concluded, and the Regular Meeting of the BOT resumed.

Item 3: Consent Agenda (See Tab #3 and #4)
Chair Roepstorff confirmed with the FGCU Board of Trustees (BOT) its desire to reorder the meeting agenda. She listed the two items on the Consent Agenda as the Minutes of the April 21, 2015 Regular Meeting, and the Minutes of the May 12, 2015 Regular Meeting.

Trustee Smith made a motion to approve the Consent Agenda. Trustee Felton seconded the motion. There was no public comment. The vote was unanimous in favor of the motion.

Item 4: Academic/Student/Faculty Affairs Committee Meeting (See Tabs #6, #7, and #8)
Academic/Student/Faculty Affairs Chair Christian Spilker asked Provost and Vice President for Academic Affairs Ron Toll to present Tab #6: Discontinuance of the Master of Education (M.Ed.) in Reading Program Major.

Discontinuance of the Master of Education (M.Ed.) in Reading Program Major (Tab #6)
Dr. Toll asked the FGCU Board of Trustees (BOT) to discontinue the Master of Education in Reading. He stated the program was suspended due to declining enrollment numbers. He said the enrollment decline was due to students being able to attain their reading endorsement at the undergraduate level, as well as changes in financial incentives at the K-12 level in Florida.

Trustee Priddy made a motion to discontinue the Master of Education in Reading (M.Ed.) Program Major. Trustee Smith seconded the motion. There was no public comment. The vote was unanimous in favor of the motion.

Discontinuance of the Master of Science in Nursing (M.S.N.) Primary Health Care Nurse Practitioner Program Major (Tab #7)
Provost and Vice President for Academic Affairs Ron Toll asked the FGCU Board of Trustees (BOT) to discontinue the Master of Science in Nursing (M.S.N.) Primary Health Care Nurse Practitioner Program Major beginning fall of 2016. He stated due to the approval and implementation of the Doctor of Nursing Practice...
in the fall of 2016, the Master of Science Primary Health Care Nurse Practitioner would become obsolete.

Trustee Priddy made the motion to discontinue the Master of Science in Nursing Primary Health Care Nurse Practitioner Program Major beginning fall of 2016. Trustee Catti seconded the motion. There was no public comment. The vote was unanimous in favor of the motion.

Faculty Promotions (Tab #8)

Provost and Vice President for Academic Affairs Ron Toll presented the list of recommended Faculty Promotions, and described the faculty promotion process. Trustee Smith made a motion to approve the list of Faculty Promotions. Trustee Felton seconded the motion.

Trustees discussed if in the future the item of Faculty Promotions could be presented as an informational only item versus an action item of the FGCU Board of Trustees (BOT).

President Bradshaw stated the Administration will address the BOT’s request to change faculty promotions to an informational only item with the Collective Bargaining leadership team during an Executive Session.

There was no public comment. The vote was unanimous in favor of the motion.

Item 5: Finance, Facilities and Administration Committee Meeting (See Tabs #10, #11, #12 and #13)

Regulation: FGCU-PR7.001 Tuition and Fees (Tab #10)

Vice Chair Dudley Goodlette on behalf of Finance, Facilities and Administration Committee Chair Rob Wells asked Assistant Vice President of Business Services Joe McDonald on behalf of Vice President for Administrative Services and Finance Steve Magiera to present Regulation: FGCU-PR7.001 Tuition and Fees. Mr. McDonald stated there are no proposed increases to tuition or fees, and highlighted two items: 1) the tuition waiver fee of $1.75 per credit hour will be extended into fiscal year 2015-2016; and 2) per the Board of Governors (BOG), the repeat undergraduate course fee increased from $158.84 to $177.94 per credit hour.

Trustee Smith made a motion to approve Regulation: FGCU-PR7.001 Tuition and Fees. Trustee Spilker seconded the motion. There was no public comment. The vote was unanimous in favor of the motion.

2015-2016 Operating Budget (Tab #11)

Assistant Vice President of Business Services Joe McDonald presented the 2015-2016 Operating Budget. Mr. McDonald explained that due to the
Legislature’s current special session, the operating budget presented is a replica of the 2014-2015 Operating Budget approved by the FGCU Board of Trustees (BOT) on June 17, 2014. He said following the approval of the State budget, the University will bring forward again its Operating Budget to the BOT at the September 8, 2015 meeting.

Trustee Smith made a motion to approve the 2015-2016 Operating Budget. Trustee Price seconded the motion.

President Bradshaw confirmed the Administration will present the revised budget at the September 8, 2015 BOT meeting.

There was no public comment. The vote was unanimous in favor of the motion.

Legislative Budget Request 2016-2017 (Tab #12)

Assistant Vice President of Business Services Joe McDonald presented the Legislative Budget Request 2016-2017. Mr. McDonald stated the items listed are in priority order, with the first item already being under consideration for funding in fiscal year 2015-2016; should this request be fulfilled during the current Legislative session, it will be removed from the request for fiscal year 2016-2017 and each item will shift accordingly in priority ranking. He identified the three strategic priorities, including: (1) Academic and Career Attainment ($4,178,500); (2) Utilizing Areas of Academic Strength to Target Existing Talent Gaps ($2,768,500); and (3) Student Success Initiative ($622,640).

Trustees discussed the request for priority two: Utilizing Areas of Academic Strength to Target Existing Talent Gaps; working with local employers to identify regional needs; and if funding is approved in 2016-2017, the possibility of expediting the three degree programs outlined in the request, or allocating current budget dollars to start new degree programs.

Dr. Toll stated some of the challenges in expediting new program implementation include: cultivating student interest, program accreditation, and recruiting new faculty.

President Bradshaw said the University will be responsive to the needs of Southwest Florida in the context of FGCU’s mission, and explained that many local business leaders serve on the University’s various advisory boards. Also, he said some programs have been implemented with the redistribution of internal resources.

Chair Roepstorff asked Dr. Toll for a simplified version of the timeline for new program implementation.

Trustees continued discussion regarding the request for priority two: Utilizing Areas of Academic Strength to Target Existing Talent Gaps.
Trustee Grady made a motion to reorder the Legislative Budget Request 2016-2017 priorities to the following order: (1) Utilizing Areas of Academic Strength to Target Existing Talent Gaps; (2) Academic and Career Attainment; and (3) Student Success Initiative. Additionally, Trustee Grady requested that the Board revisit the funding following the conclusion of the Legislative session. Trustee Priddy seconded the motion.

Trustees discussed whether or not there was a need for reprioritization and the timeline for new program implementation.

Vice President and Chief of Staff Susan Evans clarified that the BOG in recent years did not require Legislative Budget Request (LBR) forms; however, the BOG is requiring the LBR forms for 2016-2017, and said they are due at the end of June 2015, thus the BOT would need to approve the forms at today’s meeting to meet the BOG deadline. She said due to the early start of the 2016 Legislative session, the BOT will be presented with the proposed FGCU 2016 Legislative Agenda at its September 8, 2015 meeting.

There was no public comment. The vote was unanimous in favor of the motion.

2016-2017 Fixed Capital Outlay Budget Request (Tab #13)

Assistant Vice President of Business Services Joe McDonald presented the 2016-2017 Fixed Capital Outlay Budget Request. He said the request assumes all of the 2015-2016 items currently under Legislative consideration are fully funded. Mr. McDonald requested the FGCU Board of Trustees’ approval of the 2016-2017 Fixed Capital Outlay Budget Request and, pending the outcome of the legislative session, the ability to revise the list to incorporate any 2015-2016 items not funded or partially funded by the Legislature; the order of prioritization would not change.

Trustee Smith made the motion to approve the 2016-2017 Fixed Capital Outlay Budget request. Trustee Spilker seconded the motion.

Trustee Priddy asked if the request is in line with the Campus Master Plan, and if there would be a need for an additional academic building in 5 years.

Dr. Toll stated the Campus Master Plan indicates that the University has some of the highest classroom space utilization across the nation, and the University has a need for laboratory space.

There was no public comment. The vote was unanimous in favor of the motion.
Item 6: Audit Committee Meeting (See Tabs #15, #16 and #17)

2015-2016 Internal Audit Work Plan (Tab #15)

Director of Internal Audit Carol Slade presented the 2015-2016 Internal Audit Work Plan.

Trustee Priddy made a motion to approve the 2015-2016 Internal Audit Work Plan. Trustee Goodlette seconded the motion.

Chair Roepstorff said within the 2015-2016 Internal Audit Work Plan a Performance Measures Data Integrity Audit is listed, and states “Performance of this audit awaits direction to the University from the Board of Governors (BOG).” She said during the 2014-2015 academic year, the FGCU Board of Trustees (BOT) accommodated the BOG’s request for an audit; the BOG stated universities would be selected randomly; and she believed universities that completed self-audits in 2014-2015 would be audited first.

Ms. Slade clarified that all the State University System (SUS) universities will be required to complete a Performance Measures Data Integrity Audit, but they may have different objectives. Also, she said the BOG Inspector General is doing an audit of the institutional performance area.

Also, Chair Roepstorff said the BOT’s unfunded liabilities letter sent to the BOG had not received a response, and she planned to follow up.

There was no public comment. The vote was unanimous in favor of the motion.

Athletic Student Aid Compliance Audit (Tab #16)

Director of Internal Audit Carol Slade presented the Athletic Student Aid Compliance Audit. Ms. Slade reported no exceptions were found of the slightly more than 50% of student athletes who received financial aid during the fall 2013 and spring 2014 semesters.

Trustee Priddy made a motion to accept the Athletic Student Aid Compliance Audit. Trustee Grady seconded the motion. There was no public comment. The vote was unanimous in favor of the motion.

Procurement Audit (Tab #17)

Director of Internal Audit Carol Slade presented the Procurement Audit. She reported that Procurement regulations, policies, and procedures are in place; however, they are not consistently followed by those outside Procurement Services, thus not operating as effectively as possible. Ms. Slade said remediable actions have been taken by those areas not completely in compliance, and Internal Audit will follow up to test if the regulations and policies are being consistently followed.
Truistee Spilker made a motion to accept the Procurement Audit. Trustee Priddy seconded the motion. There was no public comment. The vote was unanimous in favor of the motion.

**Item 7: Report from Ad Hoc Committee on Presidential Evaluation**

(See Tab #18)

Chair Roepstorff asked Trustee Grady to give the Ad Hoc Committee on Presidential Evaluation report on behalf of Chair Rob Wells. Trustee Grady asked Trustee Goodlette to give the report.

**Evaluation Tool for FGCU Board of Trustees’ Annual Performance**

**Evaluation of University President as Recommended by Ad Hoc Committee on Presidential Evaluation (Tab #18)**

Trustee Goodlette reviewed the evaluation tool stating the elements are based on the metrics in the University’s Work Plan, other metrics from the BOG Performance-Based Funding model, and a section for strategic initiatives that would vary from year to year.

Trustees discussed adding a category under the Strategic Initiatives section titled “successfully acquires legislative based funding for 2015-2016”; how a goal in this category would be articulated and measured; if it was a fair expectation to have of the President; and if the category was included in the President’s job description.

Also, Trustees discussed that the Evaluation Tool focused on measuring output metrics versus input metrics; and if the Evaluation Tool has language consistent with the President’s contract.

President Bradshaw said his contract uses the term “satisfactory” and the Evaluation Tool uses “meets expectations”.

Vice President and General Counsel Vee Leonard said the President’s contract does not provide a definition of “satisfactory”; it states the President’s evaluation must be based on a satisfactory annual review by the Board. She said the proposed Evaluation Tool does not use the word “satisfactory”, and it does not equate the terms outlined on the draft to indicate that the terms mean satisfactory.

President Bradshaw suggested adding an overall rating section to the Evaluation Tool.

Trustee Smith made a motion to change the evaluative verbiage of “does not meet expectations” to “not satisfactory”; “meets expectations” to “satisfactory”; and “exceeds expectations” would remain the same. Trustee Spilker seconded the motion.
Trustees discussed if an overall summary rating should be included in the Evaluation Tool; the evaluative language for the “Strategic Initiatives” category is different than the “Performance Funding Metrics” and “Key Performance Indicators”; aligning the Evaluation Tool with the FGCU 2015 Work Plan; two Key Performance Indicators listed in the FGCU 2015 Work Plan that are not listed in the Evaluation Tool, specifically Freshman Retention Rate, and FTIC Graduation Rates; the difference in formulas used to measure metrics by FGCU and the BOG; and updating page 3 “Strategic Initiatives” of the Evaluation Tool to mirror the “Strategic Initiatives and Investments” portion of the FGCU 2015 Work Plan.

Trustee Smith amended his motion to include the evaluative verbiage change of “does not meet expectations” to “not satisfactory”; “meets expectations” to “satisfactory”; and “exceeds expectations” would remain the same for pages 1 and 2; adding “Academic Quality” as the column heading on page 2 “Key Performance Indicators”; updating page 3 “Strategic Initiatives” to mirror the FGCU 2015 Work Plan Key Initiatives and Investments; move page 1 “Performance Funding Metrics” to page 2, and make page 2 “Key Performance Indicators” page 1; and make page 3 consistent with the evaluative language on pages 1 and 2 “Behind Plan” would have “Unsatisfactory” listed above it, “On Plan” would list “Satisfactory”, “Ahead of Plan” would list “Satisfactory”, and “Completed” would list “Not Applicable”.

Trustee Spilker amended his second. There was no public comment. The vote was unanimous in favor of the motion.

Item 8: FGCU President’s Performance Measures for 2015-2016
(See Tab #19)

President Bradshaw stated the drafted FGCU President’s Measures 2015-2016 would be updated to reflect the changes made to the adopted Evaluation Tool for FGCU Board of Trustees’ Annual Performance Evaluation of University President.

Trustee Grady made the motion to approve the FGCU President’s Measures 2015-2016 with the conformation to the Evaluation Tool for the FGCU Board of Trustees’ Annual Performance Evaluation of University President. Trustee Smith seconded the motion. There was no public comment. The vote was unanimous in favor of the motion.

Item 9: Call for Executive Sessions on Matters of Litigation, Pursuant to 286.011(8), F.S.

Vice President and General Counsel Vee Leonard asked for Executive Sessions on Matters of Litigation, Pursuant to 286.011(8), F.S., specifically (1) E. Valerie Smith versus FGCU Board of Trustees, and (2) Dr. Lakshmi Gogate versus FGCU Board of Trustees.
At 11:19 a.m. Chair Roepstorff adjourned the regular BOT meeting for the purpose of convening the closed Executive Sessions in the Cohen Center, room 213.

**Closed Meeting - Executive Session #1 – Matter of Litigation**
Closed meeting to discuss matters of litigation, pursuant to 286.011(8), F.S.

**Closed Meeting - Executive Session #2 – Matter of Litigation**
Closed meeting to discuss matters of litigation, pursuant to 286.011(8), F.S.

**Item 10: Open Meeting Resumes**
Having concluded the closed Executive Sessions, Chair Roepstorff resumed the open meeting of the FGCU Board of Trustees at 12:37 p.m. in the Cohen Center Ballroom. She asked if there had been any changes in trustee attendance since before the Executive Sessions. Vice President and Chief of Staff Susan Evans noted for the record that Trustee Grady had left, and Trustee Price may need to leave early.

**Item 11: First Public Hearing: Campus Master Plan Update for 2015–2025**
(See Tab #2)
Chair Roepstorff called to order the First Public Hearing for the Campus Master Plan Update for 2015-2025. She stated the Public Hearing is a statutorily required part of the master planning process, and as such, a court reporter is present. FGCU Director of Facilities Planning Tom Mayo, and Campus Planning Group President Steven Gift made the FGCU Campus Master Plan Update for 2015-2025 presentation.

[NOTE: the Court Reporter transcript for this portion of the meeting, including public comment, is available as a separate attachment to these minutes and also can be found on the FGCU Board of Trustees website at http://www.fgcu.edu/Trustees/index.asp]

At 1:01 p.m. Chair Roepstorff stated the First Public Hearing: Campus Master Plan Update for 2015 – 2025 had closed.

**Item 12: Standing Report from FGCU Foundation Board of Directors**
Vice President for University Advancement and Executive Director of FGCU Foundation Chris Simoneau on behalf FGCU Foundation Board of Directors Chair Miller Couse gave the FGCU Foundation Board of Directors Report.

Mr. Simoneau thanked outgoing FGCU Foundation Board of Directors Chair Miller Couse for his commitment to the FGCU Foundation.
Mr. Simoneau gave an overview of the 2014-2015 FGCU Foundation achievements including: raised $64.2 million in support of the $100 million campaign; exceeded the 2014-2015 fundraising goal; distributed more than $2 million in scholarships, and created 33 new scholarship endowments; raised almost half of the $8 million fundraising goal for Alico Arena; launched the Lucas Center for Faculty Development, FGCU360, and FGCU's Community Curriculum lecture series designed to promote the visibility of FGCU in the Naples area; expanded alumni relations with regional alumni chapters; and hosted more than 50 significant events.

Mr. Simoneau announced David Call was appointed as the new FGCU Foundation Board of Directors Chair.

**Item 13: Standing Report from FGCU Financing Corporation Board of Directors**

FGCU Financing Corporation Board of Directors Chair Dick Ackert gave the report for the FGCU Financing Corporation.

Mr. Ackert announced that he was re-elected as chair and Mr. Jeff Fridkin was elected as secretary. Additionally, he said Foundation Board Chairperson Emeritus Charles Winton was recently selected to fill a vacancy. He stated the 2015-2016 FGCU Financing Corporation budget was approved and includes significant capital improvements for FGCU Housing West Lake Village. Mr. Ackert's report also included: the approval of capital improvements for parking; the completion of the annual rating agency review, and the outlook and debt rating reaffirmed as stable; the review of expected enrollment numbers as relates to anticipated FGCU Housing occupancy; and the monitoring of emerging non-FGCU student housing properties, and the potential impact on FGCU Housing facilities.

Mr. Ackert discussed the structure of the FGCU Financing Corporation board, indicating it is comprised of 7 voting members and 3 non-voting members.

President Bradshaw said Phase 1 of non-FGCU student housing property University Village is 600 beds, and estimated non-FGCU student housing property Coastal Village at 750 beds with property to expand.

Vice President for Student Affairs Mike Rollo stated there are two additional non-FGCU apartment complexes being built which could add to the room inventory.

**Item 14: Chair’s Report**

Chair Robbie Roepstorff gave the Chair’s Report. She said she will attend the June 2015 Board of Governors (BOG) meeting where the FGCU 2015 Work Plan will be presented. Chair Roepstorff said she will talk to the BOG about the correspondence sent from the FGCU Board of Trustees (BOT) to the BOG about
the financial concerns. Also, she announced the BOT member terms coming up for reappointment.

Chair Roepstorff announced that the June 10, 2015 Ad Hoc Committee on FGCU Strategic Plan 2015-2020 meeting has been rescheduled for September 8, 2015.

Trustee Price discussed a few items related to the FGCU Strategic Plan from Dr. Roy McTarnaghan’s book, *On Time, On Task*, and encouraged trustees to read the book.

Chair Roepstorff asked trustees to review the Campus Master Plan 2015-2025, and stated that it does not include the Buckingham Property.

Trustee Felton suggested trustees review the Neustadt Creative Marketing Report found on the FGCU Office of the President website, and that the report would be relatable to the FGCU Strategic Plan.

**Item 15: President’s Report**

President Wilson Bradshaw stated Dr. Roy McTarnaghan is a wealth of information with regard to FGCU’s history. He thanked the two FGCU direct support organizations for their contributions to FGCU excellence.

President Bradshaw gave an update on FGCU’s Office of Outreach Programs, including: (1) the College Reach-Out Program, and (2) Scholars Program; and he announced FGCU Athletics was awarded the Atlantic Sun Conference All-Sports Championship for the second time in three years.

President Bradshaw gave an update on the Legislative Special Session, and FGCU’s funding requests:

1. Academic and Career Attainment Funding request for $4,178,500 - Senate: fully funded at $4,178,500; and House: funded at $3,612,033;
2. South Road Access request for $4,000,000 - Senate: PECO not yet addressed in SB 2500A; House: $2,802,333 funded in HB 1A; PECO will be negotiated by full Appropriations Chairmen and/or Presiding Officers; and no bonding of PECO is anticipated;
3. Central Energy Plant Expansion (Phase 3) request for $9,000,000 - Senate: PECO not yet addressed in SB 2500A; House: not funded in HB 1A;
4. School of Integrated Watershed and Coastal Studies (AB9) request for $3,852,065 - Senate: PECO not yet addressed in SB 2500A; and House: not funded in HB 1A; and
5. Student Academic Health & Life Fitness Center request for $9,800,000 - Senate: CITF cash-only for State University System (SUS) of $32,091,155 addressed in SB 2500A; House: CITF cash-only for SUS of $32,091,155 addressed in HB 1A; FGCU formulated amount of $32,091,155 is
approximately $1.3 million, specific CITF projects not addressed, and no bonding anticipated for CITF.

Also, he said in an effort to close the gap between the overall Senate and House budgets, the Senate has proposed a funding reduction in the operating budget of each of the state universities, totaling $12,922,310. FGCU's proposed reduction from that amount is $1,625,000.

Item 16: Academic/Student/Faculty Affairs Committee Meeting
Chair Christian Spilker reconvened the Academic/Student/Faculty Affairs Committee Meeting to address information only items and asked Director of Undergraduate Admissions Marc Laviolette, and Vice President for University Advancement and Executive Director of FGCU Foundation Chris Simoneau to present on scholarship opportunities for students.

Scholarship Opportunities for Students
Director of Undergraduate Admissions Marc Laviolette presented information on FGCU's undergraduate admissions merit scholarships for out-of-state and in-state students, and described FGCU's Accelerated Collegiate Experience (ACE) program.

Mr. Laviolette stated FGCU Undergraduate Admissions is working toward becoming a sponsor university of the National Merit Scholarship Program.

Vice President for University Advancement and Executive Director of FGCU Foundation Chris Simoneau stated there are 305 active endowed scholarships, 135 annual restricted scholarships, and 45 different funds that support first generation in college students. Mr. Simoneau said about $2.5 million has been awarded in scholarships during 2014-2015, and scholarships are listed on the Foundation website.

President Bradshaw congratulated Mr. Simoneau on a guest editorial about fundraising he wrote for the Naples Daily News. Chair Spilker asked for the guest editorial to be sent to the FGCU Board of Trustees (BOT).

Graduate Studies Update
Provost and Vice President for Academic Affairs Ron Toll gave an update on FGCU's Graduate Studies enrollment including the decline of some graduate programs, programs that have increased enrollment, and programs that have maintained enrollment due to cohort size limitations.

Dr. Toll stated that in an effort to increase graduate studies enrollment, a new director of graduate studies has been hired; funds have been added to marketing and recruitment efforts; new software has been added to process applications and materials; and additional online program offerings are being considered.
Also, Dr. Toll said in September 2015 FGCU will have to provide a report to the Board of Governors (BOG) about FGCU’s programs that fall under the BOG’s 30/20/10 guideline, and that there are two graduate programs in suspended status, one program has been discontinued, and one program is new.

**Report on Currently Suspended Programs as requested by the Special Committee for Review of Academic Degree Programs (See Tab #5)**

Provost and Vice President for Academic Affairs Ron Toll stated the M.A. in Environmental Studies, and the M.S. in Information Systems are being actively reviewed; and the MSN Nurse Educator degree program was put in suspended status due to accreditation issues, and challenges hiring faculty.

Dr. Toll said that at the September 2015 regular FGCU Board of Trustees (BOT) meeting he will present information regarding the annual review of programs under the Board of Governors’ 30/20/10 guideline.

**Item 17: Finance, Facilities and Administration Committee Meeting (See Tab #9)**

Vice Chair Dudley Goodlette on behalf of Chair Rob Wells reconvened the Finance, Facilities and Administration Committee Meeting to address information only items and asked Assistant Vice President of Business Services Joe McDonald to present the Finance/Budget Update.

**Finance/Budget Update (Tab #9)**

Assistant Vice President of Business Services Joe McDonald presented the Finance/Budget Update, which details the fiscal activities of the institution through the close of April 30, 2015.

**Item 18: Audit Committee Meeting (See Tab #14)**

Chair Robbie Roepstorff reconvened the Audit Committee Meeting to address information only items and asked Assistant Vice President of Business Services Joe McDonald to present the State of Florida Compliance and Internal Control over Financial Reporting and Federal Awards Audit.

**State of Florida Compliance and Internal Control over Financial Reporting and Federal Awards Audit (Tab #14)**

Assistant Vice President of Business Services Joe McDonald reported as a condition of receiving Federal funds, the U.S. Office of Management and Budget (OMB) requires, as described in OMB Circular A-133, an audit of the State of Florida’s financial statements and major Federal Awards programs. Pursuant to Section 11.45, Florida Statutes, the Auditor General conducted the audit of the basic financial statements of the State of Florida including compliance with governing requirements for the Federal awards program for the fiscal year ended
June 30, 2014. He said the Auditor General’s prior findings for the fiscal year ended June 30, 2014 had been fully corrected, and the University is in compliance.

**Item 19: Standing Report from FGCU Faculty Senate**

FGCU Faculty Senate President Shawn Felton announced the faculty are in the middle of summer classes, and there are more students than in previous years on campus. He thanked Ambassador Rooney for his participation in the spring 2015 Commencement ceremonies, and thanked the FGCU Foundation for the celebration of David Lucas who was awarded an honorary doctorate. Dr. Felton said many faculty are on 9-month contracts, and use the summer as a time to focus on grant writing. He said he is working on the 2014-2015 FGCU Faculty Senate Annual Report, and congratulated faculty on their promotions. Also, Dr. Felton gave an update on the two Board of Governors’ committees on which he serves.

President Bradshaw stated about 11% of student credit hours are generated in the summer, which is a significant increase.

**Item 20: Standing Report from FGCU Student Government**

FGCU Student Government President Thieldens Elneus reported that Student Government is working on the personal development of members, and has met with other universities’ student government bodies to gather information and share ideas. He said Student Government is welcoming students during orientation. Also, he said Student Government is working toward establishing a student led campus radio program, encouraging students to get involved with Eagle Advocacy, and developing student participation with other areas of Campus Involvement.

**Item 21: Standing Report from FGCU Staff Advisory Council (SAC)**

Newly-elected FGCU Staff Advisory Council (SAC) President Nicholas Gallo reported SAC is dedicated to promoting open and effective communication between staff members, and University leadership as well as serving as a voice for fellow staff members on campus. He announced the 2015-2016 SAC elected officers.

**Item 22: Old Business**

There was no old business.

**Item 23: New Business**

There was no new business.
Item 24: Chair’s Closing Remarks, & Meeting Adjournment

Chair Roepstorff announced the next regular FGCU Board of Trustees meeting will be Tuesday, September 8, 2015 beginning with the Ad Hoc Committee on FGCU Strategic Plan 2015-2020.

The meeting was adjourned at 2:42 p.m.

Minutes submitted by secretary Valerie Whitaker.

Agenda Items:

A. Tab #1: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/TAB_1.pdf

B. Tab #2: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/TAB_2.pdf


E. Tab #5: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/TAB_5.pdf


G. Tab #7: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/TAB_7.pdf

H. Tab #8: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/TAB_8.pdf


O. Tab #15: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/TAB_15.pdf


Q. Tab #17: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/TAB_17.pdf


T. Handout #1: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/HANDOUT%201.pdf


V. Handout #3: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/HANDOUT%203.pdf

W. Handout #4: http://www.fgcu.edu/Trustees/AgendaFile/2015/06-10-2015/HANDOUT%204.pdf
FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES

CAMPUS MASTER PLAN UPDATE FOR 2015-2025
(FIRST PUBLIC HEARING)

DATE:       June 10, 2015
TIME:       12:35 p.m. to 1:00 p.m.
PLACE:      Florida Gulf Coast University
            10501 FGCU Blvd., South
            Fort Myers, Florida
REPORTER:   LISA M. BOYD, RPR, FPR, CMRS
            Notary Public, State of Florida at
            Large

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APPEARANCES

EXECUTIVE STAFF - FGCU

Dr. Wilson Bradshaw, President
Vee Leonard, Esq., Vice President and General Counsel
Susan Evans, Vice President and Chief of Staff
Chris Simoneau, Vice President for University Advancement and Executive Director of FGCU Foundation
Ronald Toll, Provost and Vice President for Academic Affairs
Steve Magiera, Vice President for Administrative Services and Finance
Mike Rollo, Vice President for Student Affairs
Carol Slade, Director of Internal Audit

Miller Couse, Chair, Foundation Board of Directors
Dick Ackert, Chair, FGCU Financing Corporation Board of Directors

FGCU BOARD OF TRUSTEES:

Robbie Roepstorff, (Chair)
J. Dudley Goodlette, (Vice Chair)
Russell Priddy
Thiedens Elneus
Shawn Felton
Blake Gable
Kevin Price
Ken Smith
Christian Spilker

SPEAKERS:

Steven Gift, Campus Planning Group President
Tom Mayo, FGCU Director of Facilities Planning

PUBLIC SPEAKERS:

Dr. Charles Gunnels
Michael Elgin
TRUSTEE ROEPSTORFF: At this time I would like to call to order the first public hearing on the FGCU Campus Master Plan Update for 2015-2025. This public hearing is a statutorily required part of the master planning process, and as such a court reporter is present.

We will hear presentation from our consultants, and then receive public comments. And those wishing to give public comments should see Amber Pacheco at the staff table to complete a speaking request card. Please be reminded that each person's comments should be limited to three minutes, and time will be called when your three minutes have concluded.

The Trustees, the Campus Master Plan, as we know, is a very, very important road map as we look ahead to the University's future. As you know, in December we as a Board will take approval actions on the Campus Master Plan Update for 2015-2025. I encourage each trustee, for you to spend time with President Bradshaw or Vice President Magiera if you have questions or concerns leading up to our December vote, so that we don't address them in December. We've got plenty of time to do that, so that when December comes we have a product that
we're ready to go forward with.

So I will now call on Mr. Mayo, if you can
please come forward and start our presentation off.

MR. MAYO: The Facilities Planning is pleased
to present the 2015-2025 Campus Master Plan Update
draft, goals, objectives, and policies for your
consideration. A master plan is updated every five
years and looks out ten years, as you know.

The master plan is a process. We have had
numerous meetings with hundreds of University and
neighboring stakeholders. For sure, this could be
an interactive and inclusive process. This
includes the FGCU community, of course; our host
tity Lee County; Lee County MPO; Lee Tran; our
neighbors Miromar Development; Private Equity
Group; Grandeza, and others.

I have with me here today Steve Gift, owner of
Campus Planning Group, who has led us through this
process so far. Mr. Gift will provide a short
presentation of the Campus Master Plan before you.
You will note that there's a tremendous amount of
information included in this draft. But Mr. Gift
will highlight the key components to keep the
presentation as short as possible.

MR. GIFT: Thank you, Tom. And thanks to the
Board for another opportunity to chat with you about the master plan and its progress. And given time restraints, I'm going to leap right into this. Our agenda is similar to ones we've shared in the past, and some of the material will also be, but just to kind of refresh your memories, the process has been ongoing for almost a year now. We met with you back in January to brief you on the process itself. Again in April to get into some of the more substantive issues. And again in May to kind of review where we were going to go towards this meeting.

Here we are in June. And this is a particularly important meeting, because I think it offers us an opportunity to have conversation about any of the elements of the master plan, the goals, objectives, and policies. So I encourage your interaction towards, as the chair lady suggested, the December 2015 adoption of the master plan.

So that's our schedule. And, again, the work plan has been primarily, as Tom suggested, open and transparent. We've reached out, we've had nearly a hundred stakeholder consultations of various sizes and configurations. And the University's participation and leadership in the process has
been significant. And I think one of the things that really characterizes this master planning process has been a very robust conversation with the neighbors and the regional players towards coming to this point in the process.

Two formal public hearings are required, this one and the one in December. And an informal public hearing was held about thirty days ago. What ensues from now is a ninety-day review process open to the public, as well as a number of state agencies that will review this master plan. And we'll gather all of that up towards defining the final master plan prior to the December date.

So that's the process. What has largely defined strategically the process has been the enrollment plan. And this university is very unique, in being just under twenty years old and having had a dramatic growth trajectory that is now moderating, and rightfully so. The concentration on quality and success, student success, very appropriate to the kind of evolution of a young university.

We also looked very carefully at how space was being used at the University. And these slides kind of characterize one of the areas, but I think
they've all kind of mirrored this, that a normal university kind of has a camelback utilization profile. Your utilization is much higher. And this university should be very proud of the steps it's taken to maximize utilization and to use space very effectively.

Yet, as a professional I worry a little bit that if this goes on into the future, that very important strategic objectives like student success, years to graduate, and those kinds of issues could be effected by trying to maintain efficiencies well beyond the norm. And, again, just another representation of the position the University has worked its way into, very effective and efficient use of space across all of the teaching spaces, academic space.

We did a series of benchmark comparisons to kind of compare where you stand today at seventy-two assignable square feet per FTE, which we find to be very efficient. But also of concern, in that it is well below the standards that we see for other institutions. So we are recommending a conservative, but aggressive position to get to ninety-two square feet in the planning cycle.

Another way to look at that data, if the
status quo were maintained, 200,000 assignable square feet, the green line would be required to get to the ninety-two, essentially doubling that number to about 400,000 assignable square foot would be necessary to achieve the ninety-two square foot recommendation.

Kind of turning that into a set of building blocks, these are the projects that we imagine in the ten-year period. The darker blue being the ones that are needed on a priority basis. The much talked about Academic Laboratory, Building 9; Academic 10; the Central Plant, which is in dire need of expansion; and the Student Academic Health and Life Fitness Center.

Having said that, all of these projects beyond just the darker blue are very important to the University over the ten-year period. Realizing funding limitations in the state right now, quite a challenge admittedly, but very important to the University.

And I think the point to stress here is you have a very good argument. Perhaps the most efficient university in the state at this moment, and one of the most efficient universities we've seen nationally in terms of the use of its space.
So you're definitely due and deserving of additional capital support.

This is the master plans we're updating, the 2010 to 2020 master plan. And perhaps some of the most exciting changes that have occurred over that last planning period to today is the fact that regional developers are stepping up to create developments that work very much in concert with the University.

In previous planning cycles you were somewhat of an island in an upscale residential development. Now with the advent of the University Village and Center Place, the community is really responding to the University in a very, very positive way, which is very encouraging, developments like I HUB and ETI. New university access points in development and concert with the local developers are really giving the University advantages that are unique to this planning cycle and very positive in that sense.

We have broken the University down into a series of discrete districts to make what I'm sure is lovingly referred to as a small to medium size university. But you are becoming a very significant and large university. And over this
planning period if you were to reach the 20,000 students or so that are being suggested, I would say you are in that league, at least nationally. Florida has some very large universities.

Breaking the University down into its parts and pieces allows us to address each of those areas with a little more detail. The University is also diversifying its plan holdings beyond its original 760 acres. You now own well in excess of 800 acres, with some of the sites being remote and creating opportunities into the future.

The University has a very strong land use plan that has come about as the result of careful planning from the inception of the University, and this plan seeks to further and strengthen that land use plan, and with respect to the outparcels, if you will, or regional parcels.

There's also a very strong urban design framework that needs continued development as the University expands into other areas of the University. And perhaps most significant in this planning cycle is the crossing of the land bridge to the eastern side of the academic core, which will be necessary as a result of the near build-out of the western campus in the academic core. So
very exciting time in the sense that new land will be considered for development nearly for the first time.

Academic facilities, as I mentioned, will be arrayed both around the arts complex, as well as on the eastern academic core. Support facilities commensurate with that, significantly for student affairs, alumni, and some advances for the athletic complex, potentially to include a parking structure, but also a range of smaller projects for venue development and further development of the athletic complex.

The new road at the north is a very significant development, and it's very exciting to finally see the University's dead end condition with respect to the athletic complex having a solution on the near horizon.

So the open space of this campus has always been a defining signature characteristic. The relationships of the environment and the ecology of the region continues to be supported and enhanced by this master plan.

We've also looked with great detail and significant attention to the transportation constructs of the University. Parking is always
the hot button issue, but I think as the University evolves and matures other developments become significant, such as multimodal behavior, along with certainly the development of roadways. And we have delved very deeply into those subjects through a number of University and regional efforts. That multimodal approach in the master plan is well-reflected. Both of the new access ways are complete streets in the sense of having full multimodal capacity.

And we have looked in great detail to all of the natural and urban systems that support the University, things like chilled water, sanitary potable water. And I won't go into any great detail in sharing those with you. Just be assured that significant attention through our interdisciplinary planning team has gone into developing a comprehensive master plan that looks at all sixteen elements, and does a very thorough job in addressing the future needs of the campus. Of course the conservation element remains very strong and a significant component of that.

What are the projects the master plan seeks to build? This is probably the best representation of that. Certainly the academic facilities, potential
expansion of this facility. The very real and pressing need for a student academic health facility, alumni center, and others are a very much part of this planning process.

So I look forward to your questions with regard to any of these projects. And that's a very quick sketch of the master plan. I know you all have been provided a complete draft of the GOP, so I would love to take any questions or have any discussion that the Board seeks to have.

TRUSTEE ROEPSTORFF: Are there any questions from the trustees before we open it for public comment?

TRUSTEE FELTON: I want to compliment Tom for moving forward with this master plan. We have heard how open and transparent it has been. I got through a lot of the readings, and many folks have brought me some pieces that I have failed to read throughout the late evenings of this.

One question that was brought up, and I don't want to dive too much into it, but if you go to one of the pages, I think it might be the 8.1 figure there, there's a parcel out by student housing, if you will. It's kind of at the bottom of the page there, kind of where the student rec center is
supposed to be at, where our parcel comes around, there's just that white space there that is not defined. You know, everything else over in the legend has browns, greens with I guess uplands, lakes, whatever. What is that white area defined as?

Not being an architect myself, I went back to some prior master planning, and that was considered I think, if I got the terminology correct, a conservative wetland piece, and now it's just kind of a white spot. So how are we mitigating this, or if we're going off campus mitigations? I didn't see that in the planned pieces. I just call it a white area, and everything else looks pretty defined.

MR. GIFT: It's a good question. And the reason why we're hedging a little bit on this is permitting is now being sought from the Corps of Engineers. But I'm going to yield to Tom a little bit on this one to fill in this blank.

MR. MAYO: Sure. And we're trying to be as consistent as possible with the previous master planning. If you recall, that area was primarily or wholly dedicated to at that time called the Student Rec Center, with recreational fields as
well. As you recall through our mediation with Miromar, we decided to relocate those rec fields to West Lake Village, but still though contain the rec center within that area.

We are just now beginning to plan out the rec center. And so we're not exactly sure how the recreational center is going to situate on that parcel. It could be closer to Miromar's edge, it could be there. It could be closer to the intersection where the south access road comes in. We just don't know yet. So right now I'm looking at this as somewhat of a placeholder of where the rec center would be located on that parcel. Certainly we would be developing that entire parcel in some fashion.

TRUSTEE FELTON: I guess to follow up then, if we would develop something there, then that would -- because it was a protected area, it would require some other mitigation somewhere else, is that --

MR. MAYO: Yes.

TRUSTEE FELTON: I'm not trying to hold you up. I'm trying to understand these pieces. And I've been schooled by a lot of folks along the way in terms of what's an upland, wetland lake, I guess
I knew that one. But I'm just trying to get that end of the question.

MR. MAYO: Again, this is somewhat consistent -- well, is consistent with our previous master plan, which we were going to develop that entire area. So yes, there would be offsite mitigation required to do so.

TRUSTEE ROEPSTORFF: And as we all know, we permit Student Academic Health and Fitness Center. And we're going to have some academics in there, not just restoration.

Any other questions?

Susan, do we have any cards for public comment?

MS. EVANS: We do, Madam Chair. The Board of Trustees will receive public comments. Just a reminder to our speakers, we do have a court reporter seated here. So if you could speak into the microphone, that will make her job a lot easier.

In accordance with the Board's bylaws, public comment is limited to three minutes. And I'll keep the time and say time when the time is up. I don't want to interrupt anyone, but if you could keep your comments to around three minutes.
Madam Chair, we do have two speakers, if you would like me to begin calling them.

TRUSTEE ROEPSTORFF: Please.

MS. EVANS: The first speaker is Dr. Charles Gunnels.

DR. GUNNELS: My name is Charles Gunnels. I'm with the Department of Biological Sciences. This is just a very brief comment, mainly in support of someone else who couldn't come here today who wanted to make comment about the process.

This is a comment for Dr. Win Everham, and he just wanted to thank the process as we go through this. As much as we talk about academic buildings, the one thing to remember in terms of FGCU is how important the open space is for both educational and our research efforts.

And very clearly Tom and Steven have made that a large focus on this effort. We are a growing university, but as we have grown we've grown in a very wise way to make sure that we integrate into the environment, instead of just regulating the environment. And he just wanted to make sure that was communicated to the Board. Thank you.

MS. EVANS: Thank you, Dr. Gunnels. The next speaker is Mr. Michael Elgin.
MR. ELGIN: Good afternoon, Dr. Bradshaw and Board of Trustees. My name is Mike Elgin. I'm the director of planning, property management through Miromar Development Corporation. Thank you for this opportunity to speak today in support of the 2015-2025 Campus Master Plan Update.

Miromar appreciates the opportunity to be a participant in the stakeholder meetings during the preparation of the Campus Master Plan, and to work collaboratively with the Campus Master Plan team, consultants, FGCU staff, discussing the University's growth, future development plans, and vision for the campus.

These meetings provided great opportunities to provide input on the campus plan, discuss future planning alternatives, and engage in an interactive discussion of the development plans for Miromar's University Village, which will support and complement the direction of this current Campus Master Plan.

Thank you again for the opportunity, and we look forward to continuing collaboration with FGCU, your staff, your team, and the Board of Trustees, moving forward to build a stronger university community. So I thank you very much.
MS. EVANS: Those are all the speaking cards we have.

TRUSTEE ROEPSTORFF: Thank you. Trustees, I do see that we were just given a copy of the power point of Mr. Gift and Mr. Mayo. I strongly urge you to look through this. There's a lot of good data in here. And as we then get into our legislative in supporting our reasoning for the academic building and all the things that we're requesting for it, we really are planning things out, not as luxuries, but as needs. So I think this can assist us in our efforts from there.

(Campus Master Plan Update concluded.)
STATE OF FLORIDA  
COUNTY OF LEE  

I, Lisa M. Boyd, Registered Professional Reporter, and Notary Public in and for the State of Florida at Large, do hereby certify that the proceedings were had in the cause styled in the caption hereto on Page 1 hereof; that I was authorized to and did attend said proceedings and report the proceedings had therein fully and accurately in shorthand, and that the foregoing typewritten pages number 1 through 19, inclusive, constitute a transcript of my shorthand report of the proceedings taken at said time.

IN WITNESS WHEREOF, I have hereunto set my hand on July 23, 2015.

(This transcript has been digitally signed.)

[Signature]

Lisa M. Boyd, RPR, FPR, CMRS
Notary Public - State of Florida
My Commission Expires 3/5/2019
Commission Number FF 200079
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Florida Gulf Coast University Board of Trustees
September 8, 2015

SUBJECT: 2015-2018 Collective Bargaining Agreement – Florida Gulf Coast University Board of Trustees and United Faculty of Florida, Florida Gulf Coast University Chapter

PROPOSED BOARD ACTION

TBA - Approve ratification of the 2015-2018 Collective Bargaining Agreement

BACKGROUND INFORMATION

With assistance from the Federal Mediation and Conciliation Service (FMCS), the Florida Gulf Coast University Board of Trustees and the United Faculty of Florida, Florida Gulf Coast University Chapter (UFF) started negotiations on October 13, 2014, and bargained for approximately twenty-nine (29) weeks. The parties reached a tentative agreement (TA) on July 1, 2015 and signed the TA on July 1, 2015. The FGCU faculty ratification vote will conclude on Friday, August 31, 2015, with the faculty voting to ratify the 2015-2018 Collective Bargaining Agreement (CBA). Pending a successful faculty ratification vote, the Agreement will be considered for ratification by the FGCU Board of Trustees during its September 8, 2015 meeting.

Supporting Documentation Included: (1) Briefing Document: Tentative Agreement on the 2015-2018 Collective Bargaining Agreement – Prepared jointly by Florida Gulf Coast University and UFF-FGCU Chapter; (2) UFF-FGCU Chapter Ratification Bulletin from UFF to in-unit faculty; and (3) the attached text of the complete tentative 2015-2018 Collective Bargaining Agreement (149 pages) can also be found at: http://www.fgcu.edu/CBA15-18b.pdf

Prepared by: FGCU Chief Negotiator Jennifer Baker

Legal Review: Vice President and General Counsel Vee Leonard (June 30, 2015)

Submitted by: Provost and Vice President for Academic Affairs Ron Toll
The University and the United Faculty of Florida, FGCU Chapter began negotiation of the successor 2015-2018 Collective Bargaining Agreement on October 13, 2014, and reached a signed Tentative Agreement (TA) on July 1, 2015. Based on the language in Article 29.1B (Amendment and Duration) of the current Collective Bargaining Agreement (2011-2014 Collective Bargaining Agreement) the parties were mandated to bargain the successor agreement (full-book) for the period 2015-2018. A summary of the major elements/highlights of the proposed changes to the 2011-2014 Collective Bargaining Agreement is presented in the attached document on an article by article basis.

The complete text of the tentatively agreed 2015-2018 Collective Bargaining Agreement (149 pages) is available on the University website at: http://www.fgcu.edu/CBA15-18b.pdf
RATIFICATION BULLETIN

UFF/FGCU Chapter and FGCU Board of Trustees
2015-2018 Collective Bargaining Agreement

On July 1, 2015, the United Faculty of Florida at FGCU (UFF/FGCU) and the FGCU Board of Trustees (BOT) negotiators reached a tentative agreement on the full-book 2015-2018 Collective Bargaining Agreement, new three-year contract.

All employees in the bargaining unit are eligible to vote to accept or to reject the tentative agreement reached on the 2015-2018 Collective Bargaining Agreement (new three-year contract).

Vote on your Re-Openers August 24 through noon on August 31

All votes will be counted on August 31, 2015, and be made public immediately.

The UFF- FGCU bargaining team and executive officers recommend you vote “YES.”

If you vote “YES” to ratify, and the University Board of Trustees does so as well, the new 2015-18 Collective Bargaining Agreement (CBA) will go into effect immediately. A “NO” vote means that any changes or contract improvements will not go into effect, and the negotiators must return to the bargaining table.

HIGHLIGHTS OF THE PROPOSED 2015-2018 COLLECTIVE BARGAINING AGREEMENT ARE ATTACHED BELOW

Joint UFF-FGCU Chapter Executive Summary

This negotiations were for the entire CBA, known as the “full-book,” and addressed every article in the contract. The summary below reflects the changes made and agreed upon on July 1, 2015. Note that throughout the 2015-2018 Collective Bargaining Agreement, “UFF” has been changed to “UFF-FGCU” to conform to norms used by other UFF chapters. Also, “university” has been changed to “University” to refer specifically to Florida Gulf Coast University.

<table>
<thead>
<tr>
<th>Article #</th>
<th>Title</th>
<th>Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOC</td>
<td>Table of Contents</td>
<td>Changes reflect layout of changed articles</td>
</tr>
<tr>
<td>PREAMBLE</td>
<td>PREAMBLE</td>
<td>No change</td>
</tr>
<tr>
<td>1</td>
<td>Recognition</td>
<td>No change</td>
</tr>
<tr>
<td>2</td>
<td>Consultation</td>
<td>No change</td>
</tr>
<tr>
<td>3</td>
<td>UFF Privileges</td>
<td>No change</td>
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<tr>
<td>4</td>
<td><strong>Reserved Rights</strong></td>
<td>No change</td>
</tr>
<tr>
<td>5</td>
<td><strong>Academic Freedom and Responsibility</strong></td>
<td>No change</td>
</tr>
<tr>
<td>6</td>
<td><strong>Nondiscrimination</strong>&lt;br&gt;  <em>Changes were made to reflect changes in Federal Legislation</em></td>
<td>6.2 A added “…genetic predisposition, or gender identity/gender expression. Such prohibition includes discrimination based on gender equity covered under Title IX of the Education Amendments of 1972.”&lt;br&gt;  6.2 B (1) has been altered and now reads “Sexual harassment is a prohibited form of sex discrimination. It is defined as unwelcome conduct of a sexual nature including unwelcome sexual attention, requests for sexual favors, and other verbal or physical conduct from any person that is so severe, pervasive or persistent that it undermines the responsibilities of an employee and/or creates a hostile working environment. Sexual violence is a form of sexual harassment.”&lt;br&gt;  6.2 B (2) added after first sentence “In light thereof, and consistent with the University’s Consensual Relationship Policy, consensual relationships between student and employees are discourage.” Final sentence now reads “These relationships, as well as relationships between employees, may involve a conflict of interest, which is created when an individual evaluates or supervises another individual with whom he or she has, or desires to have, an amorous or sexual relationship.”&lt;br&gt;  Added 6.2 B (3) which reads “The resolution of conflict of interest created by a relationship between a student and an employee or two employees is required. Consequently, the superior in the relationship must utilize the process outline in the University’s Consensual Relationship Policy and Procedure.”&lt;br&gt;  6.2 C first sentence has been altered and now reads “Investigation of Charges of Discrimination. Charges alleging discrimination based on a protected class, including those charges filed…”&lt;br&gt;  Second paragraph of 6.2 C has been altered and now reads “If after the completion of the review/investigative report and its accompanying exhibits or attachments will be placed in the employee’s personnel file.”</td>
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</table>
If no finding of discrimination on any charge or complaint is made, no copy of the report will be placed in the employee’s personnel file unless the employee requests in writing that a copy of the review/investigative report be placed in the personnel file.”

6.3 struck “provided” added “as well as for extensive use of technology or personnel”

6.4 added “or to be made”

6.5 First sentence altered and now reads “Claims against the University alleging discrimination…”

6.6 has been added and reads “Duty to Report. All University employees are encouraged to take the necessary steps to prevent discrimination, harassment, or sexual misconduct from occurring and report to the Director of Institutional Equity and Compliance, any instance of violations of this Article. Additionally, all University employees must report information they have about alleged sexual misconduct to the Title IX Coordinator. This reporting requirement excludes those University employees who are statutorily prohibited from reporting such information.”

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<thead>
<tr>
<th></th>
<th>Minutes, Regulations, Policies and Budgets</th>
<th>No change</th>
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<tr>
<td>7</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Appointment</th>
<th>8.2 struck “and the Division of Colleges and Universities (DCU) position vacancy announcement system”</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td></td>
<td>8.3 added “Letter of offer as the” at beginning. Employment contract is now referred to as letter of offer in other locations in 8.3.</td>
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<tr>
<td></td>
<td></td>
<td>8.3 A struck “Employment start date” and replaced with “Start date (Effective date of employment contract)”</td>
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<td></td>
<td></td>
<td>8.3 B struck “Title, class code, rank” and replaced with “Position classification”</td>
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<td></td>
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<td>8.3 F altered and now reads “A statement indicating that the signed letter of offer will become the employment contract. Coverage under the CBA will begin with the employee’s start date.”</td>
</tr>
<tr>
<td>8.3</td>
<td>I altered and now reads “A statement that the appointment is subject to federal and state employment laws, Florida Gulf Coast University regulations, policies and the CBA between FGCU and UFF-Chapter.”</td>
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<tr>
<td>8.3 L and 8.3 N eliminated; 8.3 renumbered accordingly</td>
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<tr>
<td>Old 8.3 O (new 8.3 M) added “prior experience” and struck “in previous universities”</td>
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<td>8.4 B. (6) “soft money” now identified as “non-recurring sources of funds”</td>
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<td>8.4 C struck “as of” and added “prior to the”</td>
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| 9 | Assignment of Responsibilities |
| 9.1 | Final sentence eliminated and replaced with “Faculty have a professional obligation to be accessible to meet students, other faculty, and staff, as well as attend department, college, and university meetings and events on campus, on days and times other than posted office hours and scheduled classes. Non-scheduled activities may be more appropriately performed in a manner and place determined by the employee. State and federal legislation may require additional assignments that are faculty related responsibilities.” |
| Added 9.2 A (3) “State and Federal Legislation may require that assignments and related responsibilities be completed in advance of the six (6) week notice references above.” |
| 9.9 | Previous sections A and B have been switched, with the following changes: |
| New Section A added as follows: “A The parties recognize the increasing development and use of instructional technology material to support teaching and learning and to enhance the fundamental relationship between employee and student. The parties also recognize that the instructional technology materials should be used to the maximum mutual benefit of the University and the employee.” |
| New Section B added “the use of a course management system (CMS)” to list of “Instructional technology material” and removed “film strips”. Added audio. |
### Employee Performance Evaluations

**New section 10.1 B added:**

"B. Evaluation of Progress Towards Promotion

Employees shall receive an annual appraisal regarding their progress towards promotion, if applicable. The appraisal shall be included as a separate component of every annual evaluation and is intended to provide assistance and counseling to faculty to help them assess their progress towards promotion. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in previous discussions with the evaluator. However such appraisals regarding progress towards promotion shall not be subject to the grievance process."

Subsequent sections have been renumbered.

**New section 10.1 E (1) (old section 10.1 D (1)) has been modified to read:**

“(1) The Faculty, acting through the Faculty Senate in collaboration with UFF-FGCU and the President or representative, will maintain and/or review procedures to evaluate each employee (currently titled Faculty Performance Evaluation Document – FPED), including annual review, fixed multi-year successive contract review, continuing multi-year appointment probation review, promotion review, and sustained performance evaluations (post-tenure review).”

10. 2 B grammar correction replaced “less” with “fewer”

10.3 A (1)

Replaced “proposed” with “finalized”

Replaced “within thirty (30) days…will be made.” with “in accordance with the timeline set forth in the current FPED.

10.3 A (3)

Added sentence after the first sentence “These standards must be consistent with those necessary to maintain university and college/unit accreditations.”
<table>
<thead>
<tr>
<th>Section</th>
<th>Change Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.3 A</td>
<td>(4) replaced “below objective” with “does not meet”</td>
</tr>
<tr>
<td>10.3 C. (1)</td>
<td>b. capitalized “Performance Improvement Plan” here and throughout 10.3</td>
</tr>
<tr>
<td>10.4 A</td>
<td>“student evaluations” replaced with “student feedback”</td>
</tr>
<tr>
<td>11</td>
<td>No change</td>
</tr>
<tr>
<td>12</td>
<td>Non-Reappointment</td>
</tr>
<tr>
<td></td>
<td>Change “soft money” to “non-reoccurring sources of funds”</td>
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<tr>
<td>13</td>
<td>Layoff and Recall</td>
</tr>
<tr>
<td></td>
<td>No change</td>
</tr>
<tr>
<td>14</td>
<td>Promotion Procedure</td>
</tr>
<tr>
<td></td>
<td>14.1 B added sentence at the end, “Effective 2017-2018 faculty members must complete the pre-promotion review process one year prior to submission of the application promotion.”</td>
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<td></td>
<td>14.1 C altered to read as follows: “Employees shall receive an annual appraisal regarding their progress towards promotion, if applicable. The appraisal shall be included as a separate component of every annual evaluation and is intended to provide assistance and counseling to faculty to help them assess their progress towards promotion. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in previous discussions with the evaluator. However such appraisals regarding progress towards promotion shall not be subject to the grievance process.”</td>
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<tr>
<td></td>
<td>14.1 D added “and the President or representative” and “pre-promotion review”</td>
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<tr>
<td></td>
<td>14.2 E added “in collaboration with the Dean or representative”</td>
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<td>14.2 E (3) struck “For example… (e.g., Spring 2009).”</td>
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</table>
|      | 14.3 A various changes, now reads as follows: “Employees applying for promotion shall prepare a paper document (“Portfolio”) for administrative review and an identical electronic copy of the Portfolio for archival purposes. The Portfolio will be the official promotion review documents. The Portfolio shall include at minimum an executive summary/narrative and a copy of
an up-to-date curriculum vitae, the employee’s Professional Development Plan (PDP), Annual Performance Development Report (APDR), and the annual evaluations provided by the supervisor, the materials to support the employee’s performance relative to the criteria and standards established for promotion, and, if the employee chooses, the employee’s promotion appraisal(s) as referenced in 14.3.B. The reviewers at any stage above the peers and external reviewers in the review may request to see the promotion appraisal(s).”

14.3 A (4) struck “(including the recording of votes by the reviewing bodies/individuals)”

14.4 and 14.5 in the old CBA have been consolidated into 14.4, which now reads as follows:

“14.4 Notice of Promotion or Denial: If an employee is to be recommended to the President for promotion, the employee shall be notified in writing by the appropriate administrative official, by the date indicated in the FPED. If any employee is denied promotion, the employee may request within 10 days of notification of denial, in writing for further explanation of the denial based on the established promotion criteria and standards. The university will provide such explanation, in writing within twenty (20) days of the request.”

| 15 | Multi-Year Appointments and Tenure Status: Extension, Probation, Reappointment | No change |
| 16 | Disciplinary Action and Job Abandonment | No change |
| 17 | Leaves | 17.6 B added “who has worked at least 1,250 hours of service during the twelve month period immediately preceding the leave”

17.6 E. (1) altered to say “The University will require…” rather than “The University may require…”

17.6 E. (2) altered to say “A Fitness for Duty certification will be required…” rather than “Medical certification may be required…”
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>17.7 D</td>
<td>has been struck.</td>
</tr>
<tr>
<td>17.8 A (3)</td>
<td>has been altered and now reads, “Fitness for Duty Certification. If an employee’s request for absence or absence exceeds four (4) consecutive days, the University may require an employee to furnish a fitness for duty certification issued by an attending health care provider indicating that the employee is physically and mentally capable of safely performing the essential functions of his or her job, with or without reasonable accommodation. If the fitness for duty certification furnished by the employee is not acceptable, the employee may be required to submit 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 fitness for duty certification indicates that the employee is unable to perform assigned duties, the President or representative may place the employee on compulsory leave under the conditions set forth in the Article 17.8(C) below.”</td>
</tr>
<tr>
<td>17.8 A (5) c.</td>
<td>has been struck.</td>
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<tr>
<td>17.8 A (5) e.</td>
<td>Eliminated reference to Special Pay Plan and now says, “All payments…shall be made in lump sum payment to the employee…”</td>
</tr>
<tr>
<td>17.9 C (1)</td>
<td>has been struck.</td>
</tr>
<tr>
<td>17.9 C</td>
<td>eliminates references to Special Pay Plan and now indicates payment will be made to the employee.</td>
</tr>
<tr>
<td>18</td>
<td>Inventions and Works</td>
</tr>
<tr>
<td>18.2 A</td>
<td>Final sentence now references Article 9.9 (B) rather than 9.9 (A) to conform to changes above.</td>
</tr>
<tr>
<td>18.2 B</td>
<td>struck final sentence “Instructional technology material, as defined in Article 9.9(A), is included in this definition.”</td>
</tr>
<tr>
<td>19</td>
<td>Conflict Of Interest/Outside Activity</td>
</tr>
<tr>
<td>19.3 B</td>
<td>now reads “There is a potential for a conflict of interest when a related person participate in making recommendations or decisions specifically affecting the appointment, retention, multi-year contract, work assignments, evaluations, promotion, demotion, or salary of his or her relative, or any attempt to influence a relative’s supervisor with any regard to matters concerning that relative.”</td>
</tr>
</tbody>
</table>
“(1) In some circumstances, an individual’s relationship with another person can give rise to an actual or apparent conflict of interest. Therefore it is the responsibility of the current employee and/or applicant to disclose the relationship prior to an offer of employment. “Related persons” means an individual who lives in the same residence as the employee or is related to the employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister. In some circumstances, an individual’s relationship with another person can give rise to an actual or apparent conflict of interest, therefore it is the responsibility of the current employee and/or applicant to disclose the relationship prior to acceptance of an offer of employment.

“(2) A written request for the employment of related persons in the same organization unit or in job-related organizational units shall be submitted by the employing Dean to the Vice President of Academic Affairs or designee for approval, prior to the offer of employment. The Vice President or designee shall determine whether a conflict of interest will occur if the relative is employed in the same organizational unit and provide written notification of the approval or disapproval of the request to the employing Dean or Director of Human Resources. If approved, included in this approval will be the supervisory structure of the related persons.

“(3) In the event a related person covered by this is hired in the same organizational unit without prior approval, whether through intentional or unintentional failure to disclose a conflicting relationship, the related person hired may be subject to one or more of the following action: transfer, reassignment, and/or disciplinary action including dismissal. No employee shall attempt to influence the supervisor of a related person with regard to a term or condition of the related person’s employment.”

19.4 C added as final sentence “Any outside activity report must also be documented on the Outside Activity Form and submitted through appropriate channels.”
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<tr>
<td>19.4 D now reads “A new report of outside activity for a new time period, shall be submitted at:”</td>
<td>19.5 B now reads “The employee may engage in such outside activity pending a final resolution of the matter pursuant to Article 20, Grievance Procedure and Arbitration.”</td>
<td>19.5 C now reads “If the final resolution…”</td>
</tr>
<tr>
<td>19.6 Second sentence struck “may” and replaced by “will.” Two sentences added at end of section, “If university equipment is used as a part of any outside activity, such usage shall not disrupt normal university activities. If university equipment is damaged during the course of an outside activity, the employee shall bear the responsibility for such damage.”</td>
<td></td>
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<tr>
<td>20 Informal Resolution, Grievance and Arbitration Procedures</td>
<td>No change</td>
<td></td>
</tr>
<tr>
<td>21 Other Employee Rights</td>
<td>21.2 “soft funding” struck and replaced with “non-recurring funding” and date change (2015-2018)</td>
<td>21.5 B has been struck.</td>
</tr>
<tr>
<td>22 Professional Development Program and Sabbaticals</td>
<td>22.1 E (2) has been altered and now reads, “An employee who fails to spend the time as stated in the application shall reimburse the University for salary or other forms of compensation received during such leave. All recipients must execute a Promissory Note in an amount equivalent to the compensation, akin to that indicated in 22.3E (6), to be received. Terms of the reimbursement are outlined within the related Promissory Note. The Promissory Note may be adjusted to be equivalent to the compensation received during the developmental leave.”</td>
<td>22.1 E (4) added at the beginning of the first sentence “Within 30 days upon returning from professional development leave, the employee must…”</td>
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<tr>
<td></td>
<td>22.3 E added “(7) Upon acceptance of the Sabbatical Award, the employee is required to sign and notarize the Sabbatical Promissory Note upon acceptance and have it notarized.”</td>
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</tr>
<tr>
<td>23</td>
<td>Salaries</td>
<td>Date changes to reflect 2015-16 academic year. 23.4 B. indicates 3.5% or a minimum of $1400 for those whose base salary is less than $40,000 base salary increase effective date of September 13, 2015.</td>
</tr>
<tr>
<td>24</td>
<td>Benefits</td>
<td>Remove 24.11 – Per Florida Law</td>
</tr>
<tr>
<td>25</td>
<td>Payroll Deduction</td>
<td>No change</td>
</tr>
<tr>
<td>26</td>
<td>Maintenance of Benefits</td>
<td>No change</td>
</tr>
<tr>
<td>27</td>
<td>Miscellaneous Provisions</td>
<td>No change</td>
</tr>
<tr>
<td>28</td>
<td>Severability</td>
<td>No change</td>
</tr>
<tr>
<td>29</td>
<td>Amendment and Duration</td>
<td>Article 29 now reads as follows:</td>
</tr>
<tr>
<td></td>
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<td>“29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as otherwise agreed by the parties, and shall remain in effect until midnight August 7, 2018. Article 23 (Salaries) shall be subject to renegotiations in year two (2016-17) and three (2017-18) of this Agreement. In addition, both parties may reopen two additional articles of their choice in each round of reopen negotiations; however, neither party may reopen Articles 3, 4, unless both parties mutually agree to do so. Renegotiations shall begin no later than May 1, 2016. “29.2 Amendments. In the event the University and the UFF-FGCU negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties. “29.3 Renegotiations for a successor agreement shall begin no later than October 1, 2017.”</td>
</tr>
<tr>
<td>30</td>
<td>Definitions</td>
<td>No change</td>
</tr>
<tr>
<td>31</td>
<td>Totality of Agreement</td>
<td>In 31.2 struck “This provision will cease to be applicable on May 31, 2014 or sooner should a replacement provision be negotiated and agreed.”</td>
</tr>
<tr>
<td>Index</td>
<td>Index</td>
<td>Changes reflect layout of changed articles</td>
</tr>
<tr>
<td>Appendix A</td>
<td>Position Classifications in the Bargaining Unit</td>
<td>No Changes</td>
</tr>
<tr>
<td>Appendix B</td>
<td>UFF Membership and Dues Deduction Authorization</td>
<td>No Changes</td>
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<tr>
<td>Appendix</td>
<td>Description</td>
<td>Notes</td>
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<tr>
<td>Appendix C</td>
<td>FGCU-United Faculty of Florida Grievance</td>
<td>No Changes</td>
</tr>
<tr>
<td>Appendix D</td>
<td>Request for Arbitration</td>
<td>No Changes</td>
</tr>
<tr>
<td>Appendix E</td>
<td>Notice of Promotion Increase</td>
<td>Updated dates</td>
</tr>
<tr>
<td>Appendix F</td>
<td>Exclusive Assignment Dispute Resolution Procedure</td>
<td>No Changes</td>
</tr>
<tr>
<td>Appendix G</td>
<td>Professional Development Leave Note</td>
<td>Added sample Professional Developmental Leave Note</td>
</tr>
<tr>
<td>Appendix H</td>
<td>Sabbatical Note</td>
<td>Added sample of Sabbatical note</td>
</tr>
<tr>
<td>Sign Page</td>
<td>Sign Page</td>
<td>Updated UFF and FGCU teams</td>
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Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

PREAMBLE

The intent of this document is to mutually establish the wages, hours and terms and conditions of employment and the rights of the parties. The parties recognize that good faith collective bargaining is a means of achieving this intent. The intent of the parties hereto in carrying out their negotiating responsibilities is to promote the quality and effectiveness of education at Florida Gulf Coast University (FGCU) and to maintain high standards of academic excellence in all phases of instruction, scholarship, and service.

While the United Faculty of Florida, FGCU Chapter (UFF-FGCU), as the designated bargaining agent, retains the exclusive right to negotiate and reach an agreement, it is also recognized that the FGCU Board of Trustees (Board) retains the right, under law, to manage and direct FGCU.

Both parties further recognize the desirability of a collegial governance system for faculty in areas of academic concern. Therefore, the Board and the UFF-FGCU acknowledge the unique and distinct role and responsibility of the Faculty Senate, which exists separate and apart from the UFF-FGCU. While the UFF-FGCU’s role is acknowledged as the exclusive bargaining agent for wages, hours, and terms and conditions of employment, the parties agree that collegiality in academic governance can best be accomplished through the Faculty Senate. Therefore, the President of the University or representatives shall have the ability to bring appropriate matters of concern before the Senate. Among matters which may be of concern to the Senate and on which the President, at his discretion, may consult include but are not limited to: (a) curriculum policy and curricular structure; (b) requirements for degrees and granting of degrees; (c) policies for recruitment, admission, and retention of students; (d) the development, curtailment, discontinuance, or reorganization of academic programs; (e) grading policies; and (f) other matters of traditional concern. The UFF-FGCU may also seek consultation with the President or designee under Article 2 on matters of traditional academic concern where such concerns affect wages, hours, or terms and conditions of employment, and thus fall within the province of the UFF-FGCU’s role as bargaining agent. Nothing in this Preamble is intended to discourage or preclude the UFF-FGCU and Senate from mutually identifying and electing to confer with one another on issues of shared concern.

In such a collegial system, departments or other traditional governance structures should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high quality programs, participation in the development of promotion and merit salary increase criteria, participation in the selection of instructional and library materials, and other matters of...

Approved:

[Signature]
For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Approved:

[Signature]
For the United Faculty of Florida

Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

This Preamble is a statement of intent and policy and is, therefore, not subject to the Grievance procedure.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
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Tentative Agreement Between Florida Gulf Coast University BOT and UFF-FGCU-Chapter

Article 1

Recognition

1.1 Bargaining Unit. Pursuant to Order Granting Certification No. 03E-115 issued May 13, 2003, by the Public Employees Relations Commission, wherein the Commission issued Certification No. 1394 adopting the bargaining unit agreed to by the Florida Gulf Coast University and the United Faculty of Florida, the University has recognized the United Faculty of Florida as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit described in the certification. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the General Faculty bargaining unit.

1.2 University Rules and Policies.

A. No existing, new or amended University rule, policy, or Board resolution shall apply to employees in the bargaining unit if it is inconsistent with or conflicts with an express term or provision of the Agreement.

B. The University shall provide to the UFF-FGCU an advance copy of any proposed rule, policy, or Board resolution changing a term or condition of employment contained in this Agreement. The University shall provide the advance copy of a proposed rule no later than the date of publication under the provisions of the Administrative Procedure Act. The advance copy of a policy shall be provided to the UFF-FGCU at least thirty days (30) in advance of its effective date so as to permit the UFF-FGCU 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 to the UFF-FGCU as far in advance of its effective date as is feasible under the circumstances.

C. If the Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term of this Agreement, the UFF-FGCU shall not be denied the opportunity to address the matter.

D. If any proposed rule, policy, or resolution would modify an express term of this Agreement, the University shall engage in collective bargaining with respect to the change upon the UFF-FGCU's request.

1.3 Board of Trustees Meetings.

Approved: 
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: 
For the United Faculty of Florida
Date: 7/1/15
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Tentative Agreement Between Florida Gulf Coast University BOT and UFF-FGCU-Chapter

A. The University shall maintain a web page containing a copy of the agenda and supporting materials for each Board meeting and Board committee meeting. Minutes of Board meetings and Board committee meetings shall be posted to the web page. The agenda, supporting materials and minutes shall be posted to the web page at the time same are made available to members of the Board.

B. The UFF-FGCU shall be granted a place on the agenda at each 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 University from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF-FGCU.

Approved:
For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Approved:
For the United Faculty of Florida

Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF-FGCU-Chapter

Article 2

Consultation

2.1 Consultation with President. The President or representative shall meet with the UFF-FGCU 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 once (1) per semester in the academic year and once (1) during the summer term unless the parties agree to meet more or less frequently. The party requesting consultation shall submit a written list of agenda items normally 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 In addition to the consultation described in Article 2.1 above, the parties agree to have informal labor-management committee meetings to discuss matters of interest. 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. Unless mutually agreed upon, such meetings shall take place at a mutually agreed time at least once each fall and spring semester plus the opportunity for one additional meeting each fall and spring semester if either party requests it. The committee shall establish and abide by ground rules including but not limited to an agreement to refrain from any discussion of active grievances during committee meetings.

2.3 Diversity Plans. The University shall provide to the UFF-FGCU, without cost, a copy of any plans to ensure diversity and updates of such plans.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Approved: Edith M. Elliott
For the United Faculty of Florida

Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement
Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 3

UFF-FGCU Privileges

3.1 Use of Facilities and Services.

Subject to the regulations and policies of the University and the terms of this Agreement, the UFF-FGCU 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, Staff Advisory Council, direct support organizations, the United Faculty of Florida, etc.

3.2 Communications.

A. UFF-FGCU may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the local UFF-FGCU 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. If materials do not bear a date of posting the University may remove them at any time.

In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

B. The University will place a link in an appropriate place on the University web site to the web site of the local UFF-FGCU chapter.

C. Accessing existing university e-mail listservs or establishing a new listserv allowing the UFF-FGCU electronic communications with employees shall be the subject of consultation pursuant to Article 2, Consultation. UFF-FGCU agrees to pay a reasonable annual fee to the University if access to a university maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public office or for exclusive collective bargaining.

Approved:  
For the Florida Gulf Coast University Board of Trustees  
Date: 7/1/15

Approved:  
For the United Faculty of Florida  
Date: 7/1/15
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representation. Employees who are e-mail recipients of the listserv shall have the right to have themselves removed as recipient of UFF-FGCU electronic communications upon their written request.

3.3 Leave of Absence -- Union Activity.

A. At the written request of the UFF-FGCU, provided no later than April 15 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 4 employees designated by the UFF-FGCU for the purpose of carrying out UFF-FGCU’s obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to 2 employees for the entire summer term, upon written request by the UFF-FGCU provided no later than March 15 of the preceding academic year. Upon the failure of the UFF-FGCU to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests that were submitted late.

B. No more than one employee per fifteen (15) employees per department, need be granted such leave at any one time. Further, no more than one employee per twenty-five (25) employees per college/library need be granted such leave at any one time except that the UFF-FGCU may select one college/library where there may be a leave for one (1) employee per fifteen (15) employees in the designated college/library.

C. The employee(s) shall be placed in unpaid leave status. The employee will be responsible for continuation of benefits during the unpaid leave.

D. Employees on full-time leave under this paragraph shall, upon return to paid status, be eligible to receive salary increases in accordance with the provisions of Article 17.11. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

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. One (1) employee, designated by the UFF-FGCU, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF-FGCU.

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement
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F. The university or the Board shall not be liable for the acts or omissions of said employees during the leave and the UFF-FGCU shall hold the University and the FGCU 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 Board agrees to provide a total of five (5) units of released time during each academic year and one (1) unit of released time each Summer to full-time employees designated by the UFF-FGCU for the purpose of carrying out the UFF-FGCU’s obligations in representing employees and administering this Agreement. The UFF-FGCU may reserve or bank the use of up to two (2) of the released time units provided above during each academic year to be distributed for periods of negotiations during any academic year, excluding summer. The UFF-FGCU 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 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. Further, no more than one employee per twenty-five (25) employees per college/library need be granted such release time at any one time except that the UFF-FGCU may select one college/library where there may be a release of one (1) employee per fifteen (15) employees in the designated college/library.

(2) The UFF-FGCU shall provide the University with a list of designees for the academic year no later than May 1 of the preceding academic year. The designees shall serve for one (1) academic year. Substitutions for the spring semester may be made upon written notification submitted by the UFF-FGCU to the University no later than October 15.

B. 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.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
C. Released time shall be used for conducting UFF-FGCU business at the University or State level, and shall not be used for lobbying or other political representation. Leave for lobbying or other political representation may be purchased by the UFF-FGCU pursuant to Section 3.3.

D. Upon the failure of the UFF-FGCU to provide a list of designees by the specified deadlines, the University may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15 deadline shall be allowed at the discretion of the University.

E. An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall remain eligible for released time in subsequent and future academic years. However, it is desirable that UFF-FGCU manage such release time consistent with developing and maintaining a cadre of employees who are sufficiently knowledgeable in UFF-FGCU affairs and are able to ensure continuity in bargaining and other UFF-FGCU matters.

F. 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 by the University in making personnel decisions.

G. 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-FGCU. The UFF-FGCU agrees to hold the University and Board harmless for any claims arising from such activities, including the cost of defending against such claims.

H. Summer. The Board agrees to provide the equivalent of one (1) thirteen-week .25 FTE summer released time assignment. This summer release may be given to one person, or shared between two people, as designated by UFF-FGCU. Payment for the summer release shall be at the same rate as the designated person(s) would receive for their share of one 3-credit-hour summer course. The UFF-FGCU shall provide the University with a list of the designees no later than April 21 of the academic year preceding the summer term. All other provisions contained in Article 3.4 above, except 3.4A and 3.4B above, shall apply to summer released time.

I. Collective Bargaining Released Time. The University will provide an additional three (3) units of released time during the semester prior to expiration of this contract or in the semester prior to when the parties agree to begin bargaining on the successor (full-book) Agreement for a bargaining team representing UFF-FGCU for the purposes of engaging in collective bargaining of the next contract. No individual may receive more than one (1) unit of released time per
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semester pursuant to this section (3.4.I). It shall be the responsibility of the UFF-FGCU to make the request for such release at least three (3) months prior to the start date for such bargaining. Upon the failure of the UFF-FGCU to provide a list of designees by the specified deadlines, the University may refuse to honor any of the released time requests under this subsection which are submitted late.

J. No individual may receive more than two (2) units of release time per semester under 3.4.
Language for the 2015-2018 Collective Bargaining Agreement
Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Approved: ____________________________
For the Florida Gulf Coast University
Board of Trustees
Date: ____________

Approved: ____________________________
For the United Faculty of Florida
Date: ____________
Language for the 2015-2018 Collective Bargaining Agreement

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Article 4

Reserved Rights

4.1 Policy. The Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control FGCU 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 only to those limitations imposed by this Agreement. Only violations of such limitations shall be subject to the Grievance Procedure.

4.3 Administrative Adjustments to Base Salary.

A. Nothing in Article 23 will limit the ability of the University to provide salary increases beyond those listed in that article. These administrative adjustments are available to be provided for salary counter-offers, increased duties and assignment, and other similar, special situations. For any given year, any such adjustments will be limited to 1% of the total salary rate for in-unit employees who are in an employment relationship with the University for the year. The UFF-FGCU will be provided written notice of any such administrative adjustments including the name of the faculty member, the amount of the increase, and the reason for the increase no later than 30 days after the effective date, or as soon as practicable. The parties recognize and agree that 1% of total in-unit employee salary for a unit represents administrative spending authority and not a defined pool of funds held in reserve.

B. Any Administrative Adjustments provided under any court-ordered or court approved salary increase or any salary increase to settle a legitimate employment dispute shall not be subject to the terms and limitations of this section.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15

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Article 5

Academic Freedom and Responsibility

5.1 The Florida Gulf Coast University affirms the principles of academic freedom and responsibility, which are rooted in a conception of the University as a community of scholars united in the pursuit of truth and wisdom in an atmosphere of tolerance and freedom.

5.2 Academic Freedom is the freedom of an employee to discuss all relevant matters in the classroom, to explore 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.

5.3 On the part of an employee, Academic Responsibility implies the honest performance of academic duties and obligations, the commitment to support the responsible exercise of freedom by others, and the candor to make it clear that the individual, while he or she may be freely identified as an employee of the University, he/she is not speaking as a representative of the University in matters of public interest.

5.4 On the part of the University, Academic Responsibility implies a commitment to foster within the FGCU community a climate favorable to responsible exercise of freedom, by adherence to principles of shared governance, which require that in the development of academic policies and processes, the professional judgments of employees are of primary importance.
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 6

Nondiscrimination

6.1 Statement of Intent.

A. The University and the UFF-FGCU 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 and rules and regulations prohibiting discrimination or harassment, including required implementation of affirmative action and equal opportunity programs.

B. The University and the UFF-FGCU affirm their commitment to equal employment opportunities, diversity and affirmative action. 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, promotion, sabbaticals, and other benefits. This statement of intent is not subject to Article 20, Grievance Procedure and Arbitration.

6.2 Policy.

A. Nondiscrimination. Neither the University nor the UFF-FGCU shall discriminate against any employee based upon race, color, sex, sexual orientation, religion, national origin, age, veteran status, disability, political affiliation, marital status, genetic predisposition, or gender identity/gender expression. Such prohibition includes discrimination based on gender equity covered under Title IX of the Education Amendments of 1972. Nor shall the University or the UFF-FGCU 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-FGCU. Personnel decisions shall be based on job-related criteria and performance.

B. Sexual Harassment.

(1) Sexual harassment is a prohibited form of sex discrimination. It is defined as unwelcome conduct of a sexual nature including unwelcome sexual attention, requests for sexual favors, and other verbal or physical conduct from any person that is so severe, pervasive or persistent that it undermines the responsibilities of an employee and/or creates a hostile working environment. Sexual violence is a form of sexual harassment.

(2) In addition to the parties' concern with respect to sexual harassment in the employment

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For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
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Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

context, the parties also recognize the potential for this form of illegal discrimination against 12 students. In light thereof, and consistent with the University’s Consensual Relationship Policy, consensual relationships between students and employees are discouraged. Relationships between employess 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. These relationships, as well as relationships between employees, may involve a conflict of interest, which is created when an individual evaluates or supervises another individual with whom he or she has, or desires to have, an amorous or sexual relationship.

(3) The resolution of a conflict of interest created by a relationship between a student and an employee or two employees is required. Consequently, the superior in the relationship must utilize the process outlined in the University’s Consensual Relationship Policy and Procedure.

C. Investigation of Charges of Discrimination. Charges alleging discrimination based on a protected class, including those charges filed by employees against students, 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 copy of the review/investigative report and its accompanying exhibits or attachments will be placed in the employee's personnel file. If no finding of discrimination on any charge or complaint is made, no copy of the report will be placed in the employee's personnel file unless the employee requests in writing that a copy of the review/investigative report be placed in the personnel 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. However, the University may charge for copies of documents, as well as for extensive use of technology or personnel, in accordance with law, rule, university procedures, and this Agreement.

6.4 Consultation.

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

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

6.5 Grievance Procedures.

Claims against the University alleging discrimination the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration. It is the intent of the parties that matters which may be presented as grievances under the Grievance Procedure, be so presented and resolved there-under instead of using other procedures. However, the UFF-FGCU agrees not to process cases arising under this Article when alternate procedures to the Grievance Procedure are initiated by the grievant, except as specifically provided for in Article 20.3.

6.6 Duty to Report.

All University employees are encouraged to take the necessary steps to prevent discrimination, harassment, or sexual misconduct from occurring and report to the Director of Institutional Equity and Compliance, any instances of violations of this Article. Additionally, all University employees must report information they have about alleged sexual misconduct to the Title IX Coordinator. This reporting requirement excludes those University employees who are statutorily prohibited from reporting such information.
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Article 7

Minutes, Regulations, Policies, and Budgets

7.1 University Documents.

A. The University shall provide the UFF-FGCU with a copy of the following:

(1) the agenda and minutes of the meetings of the University Board;
(2) the agenda and minutes of the meetings of campus boards;
(3) new University regulations published in accordance with the Board of Governors Regulation Development Procedure; and
(4) the FGCU/UFF-FGCU Agreement and all supplements to the Agreement.

If the documents referenced in 7.1 (A)(1), (2), and (4) are maintained on the web by the University they shall be deemed provided.

B. The University shall ensure that a copy of the following documents is made available in an easily accessible location in its libraries or by links on the University web site:

(1) the minutes of the meetings of the University Board of Trustees;
(2) the University's regulations published in accordance with the Board of Governors Regulation Development Procedure;
(3) the University's operating budget, including the previous year's expenditure analysis; in the form that is reported to the Board of Trustees;
(4) a copy of all official University Policies and Procedures.

C. The University shall, without charge, provide to UFF-FGCU a hard copy and an electronic copy of salary data as reasonably requested, but not more than twice during the fall and spring semesters and once during the summer.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: Elizabeth M. Elliott
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florid Gulf Coast University BOT and UFF FGCU-Chapter

Article 8

Appointment

8.1 Policy. The University shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the University shall, (a) advertise such appointment vacancies, receive applications and screen candidates, and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and (b) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

8.2 Advertisement of Vacancies. Bargaining unit vacancies shall be advertised in the FGCU online position vacancy announcement system unless a waiver of announcement has been approved by the President or representative in the event of exceptions caused by unanticipated and compelling circumstances. 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, except as provided in Florida Statutes Chapter 112. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department.

8.3 Letter of offer as the Employment Contract. All appointments shall be made through the letter of offer and signed by the President or representative and the employee. The University may enclose informational addenda, except that such addenda may not abridge the employee’s rights or benefits provided in this Agreement. All academic year appointments for employees at the University shall begin on the same date. The University letter of offer shall contain the following elements:

A. Start date (Effective date of employment contract);

B. Position classification and appointment status;

C. Employment unit (e.g., department, college, institute, area, center, etc.);

D. The length of the appointment;

E. Special conditions of employment;

F. A statement indicating that the signed letter of offer will become the employment contract.

Coverage under the CBA will begin with the employee’s start date.

Approved:

[Signature]

For the Florida Gulf Coast University Board of Trustees

Date: 7/1/15

Approved:

[Signature]

For the United Faculty of Florida

Date: 7/3/15
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G. For continuing multi-year contracts, the statement: “This continuing multi-year contract shall remain in force unless otherwise notified.”

H. For fixed contracts, the statement: “Your employment under this fixed multi-year contract will cease on the date indicated. No further notice of cessation of employment is required”;

I. A statement that the appointment is subject to federal and state employment laws, Florida Gulf Coast University regulations, policies and the CBA between FGCU and UFF-Chapter;

J. Percent of full-time effort (FTE) assigned;

K. Salary rate;

L. A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19 in the CBA;

M. The number of years in rank credited for prior appropriate experience.

8.4 Appointments Types.

A. Continuing Multi-Year Appointments (CMYA). A continuing multi-year appointment is an appointment of contingent duration, consisting of an initial three (3) year term extendible annually on the basis of overall satisfactory annual performance as determined through the criteria, standards, and procedures stipulated in Article 10, Evaluations. FGCU shall provide the option of a CMYA to all new ranked multi-year faculty member hires, with the exception of the appointment status categories listed in Section 8.4 (B) below.

B. Fixed Multi-Year Appointments (FMYA). A fixed multi-year appointment is an appointment of fixed duration, two (2) to five (5) years in length, with the opportunity for successive appointments. FGCU may offer an FMYA without the option of a CMYA to bargaining unit members in the following categories:

(1) Instructors and lecturers;

(2) New faculty members who have not yet completed their terminal degree requirements but are required to do so as a condition of continued employment;

(3) Eminent Scholars and Research Associates;

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(4) Tenured faculty who elect to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment;

(5) Faculty who have not yet demonstrated instructional effectiveness through prior teaching experience.

(6) Faculty on non-recurring sources of funds such as contracts and grants, sponsored research funds, grants and donations trust funds.

C. Tenure. Tenure as an appointment is recognized and continued only for those faculty who transferred from USF-Fort Myers in 1997 and who have achieved such status prior to the effective date of this Agreement. Tenure guarantees annual appointment for the academic year until voluntary resignation, retirement, removal for just cause, or layoff, but does not extend to administrative appointments.

D. Visiting Appointments. A fixed appointment of specific duration to a person who has appropriate professional qualifications but is 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. There is no commitment for renewal. The appointment may not 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 Chapter representatives, be a subject of consultation under the provisions of Article 2.1, Consultation.

F. Summer Appointments Policy.

(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. Faculty teaching during any of the summer terms shall be compensated in the same amount as compensation received during the regular academic year for the same or similar course. For example, if a faculty member were assigned a three contact hour summer course that constituted .25 FTE of the faculty member’s time if taught during a semester in the regular academic year and that faculty member’s nine-month salary was $60,000, then the summer

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Compensation for teaching that course would be $7,500 (1/4 of the semester salary of $30,000 or 12.5% of $60,000). The summer FTE for the course and the classroom time would be increased to ensure that the same number of contact hours occurred during the summer as occurred during the offering of the course in the longer regular academic semester.

G. Extra University Compensation Appointments. Extra University compensation is defined as University compensation for any duties in excess of a full appointment (1.0 FTE). Available extra University compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Extra compensation must be paid in accordance with applicable laws, rules and procedures. Any compensation paid in excess of the established FTE on the position shall be paid from OPS funds. Exceptions are limited to the following: (1) faculty paid from grants/contracts during the summer may at their option and upon approval of their supervisors, receive payment in OPS so long as the grant/contract so stipulates; and (2) faculty appointed in departments/units other than their own may receive summer payments from OPS funds regardless of the FTE assigned to them in their home units.

8.5 Change in Appointments.

A. An employee serving on a twelve (12) month appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a twelve (12) month appointment. The President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may result in the denial of such requests.

B. Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, an employee’s base salary shall be adjusted by 81.8 percent when changing from a twelve (12) month to an academic year appointment or by 122.2 percent when changing from an academic year to a twelve (12) month appointment. For an employee whose appointment was previously changed at an adjustment other than 81.8 percent, or at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

C. A faculty member may apply to change from a fixed to a continuing multi-year contract or from a continuing contract to a fixed multi-year contract in accord with Article 15.

8.6 Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice thirty (30) days in advance, where practicable, with a copy to UFF, when the University proposes to reclassify the employee to a classification which is not contained in the

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Article 9

Assignment of Responsibilities

9.1 Policy. The parties agree that the University will approach faculty assignments in the spirit of equity and fairness. Professional obligation is comprised of both scheduled and non-scheduled activities. The parties also recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. Faculty have a professional obligation to be accessible to meet students, other faculty, and staff, as well as attend department, college, and university meetings and events on campus, on days and times other than posted office hours and scheduled classes. Non-scheduled activities may be more appropriately performed in a manner and place determined by the employee. State and federal legislation may require additional assignments that are faculty related responsibilities.

9.2 Annual Assignments.

A. Communication of Assignment.

(1) Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, thesis/dissertation supervision, research and other creative activities, public service, and of any other specific duties assigned for that year. The assigned elements shall form the basis for annual evaluation, eligibility for merit, continuation, and promotion as per the college/unit criteria.

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

(3) State and Federal Legislation may require that assignments and related faculty responsibilities be completed in advance of the six (6) week notice references above.

B. Instructional Assignments.

(1) Specific course assignments shall be communicated to faculty members no later than six (6) weeks prior to August 7 (for the fall semester) and six (6) weeks prior to the first working day of the new year (for the spring semester), if practicable. The requirement for giving at least six (6) weeks notice of the specific course assignment does not prevent the chair/ supervisor from making a change in assignment as outlined in Article 9.2.C.

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(2) 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.

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

(1) If an assignment is changed without six (6) weeks notice, the supervisor will provide the employee with a written explanation of the rationale for the assignment change with a copy to the Dean, no later than seven (7) days after the change has been made.

(2) Upon written request, the University will provide the UFF-FGCU with a copy of the rationale for the assignment change referenced in 9.2.C(1).

D. Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, continuing multi-year appointment extensions, successive fixed multi-year appointments, and merit salary increases.

(1) 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 the University shall not be less than four years. The employee’s annual assignment shall be included in the promotion file.

(2) For the purpose of applying this principle to successive fixed multi-year appointments, assignments shall be considered over the entire appointment period and not solely over the period of a single annual assignment. The employee’s annual assignment shall be included in the evaluation file.

(3) For the purpose of applying this principle to continuing multi-year appointment extensions, assignments shall be considered over the previous three (3) years or the entire period since the original appointment, whichever is less, and not solely over the period of a single annual assignment. The employee’s annual assignment shall be included in the evaluation file.

(4) If an arbitrator determines that the employee was not provided an “equitable opportunity” as described in this section, the arbitrator may award additional employment requiring the

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University to provide the “equitable opportunity” as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such “equitable opportunity”.

9.3 Considerations in Assignment.

A. Beginning with the development of the course schedule and prior to establishing the assignment, the department chair/supervisor shall provide the faculty member with the opportunity to consult about the course schedule, the faculty member’s teaching preferences, and the faculty member’s plans for scholarship and service, and other performance related activities.

B. The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

(1) the needs of the program or department/unit;

(2) the employee’s qualifications and experiences, including professional growth and development and preferences;

(3) the opportunity to fulfill applicable criteria for promotion, continuing multi-year appointment extensions, successive fixed multi-year appointments, and merit salary increases.

(4) the character of the assignment, including but not limited to, those characteristics described below.

a. the number of hours of instruction,
b. the preparation required,
c. whether the employee has taught the course in the past,
d. course enrollments,
e. the time required by the course,
f. time of day at which the course is offered,
g. whether travel to another location is required,
h. the number of preparations required,
i. the employee’s assignments in other semesters,
j. the terms and conditions of a contract or grant from which the employee is compensated,
k. the use of instructional technology (see Article 9.9),
l. the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments,
m. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee,

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1. The distribution of day, evening, and weekend courses across the department considering the needs of students, the program, and the teaching capability within the department.

C. If the conference with the person responsible for making the assignment does not resolve the employee’s concerns, the employee may discuss those concerns with an administrator at the next higher level, and upon written request will be granted an opportunity to do so.

D. The University and the UFF-FGCU recognize that, while the minimum full academic assignment is described in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily quantifiable. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

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

F. Teaching at the post-master’s level requires a high level of professional preparation and scholarship. When making faculty assignments, chairs/supervisors will take into consideration post-master’s level teaching, supervision of post-master’s level theses/dissertations, serving on post-master’s level thesis/dissertation committees, and currency of research in the field or related to the assignment.

G. No employee assignment shall be imposed arbitrarily or unreasonably.

(1) Assignments are driven primarily by the program and curricular needs of students. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

(2) Assignments may be deemed arbitrary or unreasonable if one or more of the following applies:

a. The assignment was made without providing the employee an opportunity to consult about the assignment (9.3.A).

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b. An assigned course is outside the employee’s area of expertise as determined by the University’s and/or SACS standards for faculty credentialing, and the faculty has not agreed to teach the course.

c. There is a pattern of assignment that illustrates that the employee is not provided an equitable opportunity to meet the required evaluation criteria.

(3) If an employee believes that the assignment has been imposed arbitrarily or unreasonably, and conferences with the supervisor and the next higher administrator have not resolved the issue/concern, the employee may proceed to address the matter through the dispute resolution procedures in Appendix "F" of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to employee assignments are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

9.4 Summer Assignment.

A. The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities not to exceed more than 12 hours of committee work for each course taught during summer session.

9.5 Place of Employment.

A. Principal. Each employee shall be assigned one principal place of employment, as stated on the University employment contract. 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, including concerns regarding considerations in assignment as described in Article 9.3, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

B. Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment 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 is encouraged to make an appropriate adjustment in the assignment in recognition of additional time spent traveling to a secondary place of employment.

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Necessary travel expenses incurred, including overnight lodging and meals, for all assignments not at the employee’s principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law.

9.6 Teaching Schedule.

A. Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours, unless the employee agrees in writing.

B. Teaching schedules should be established, if practicable, so that the number of hours between the end of the last assignment on a given day and the beginning of an assignment on the next day is not less than twelve (12) hours, unless the employee agrees in writing.

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

9.8 Workweek.

A. Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties.

B. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments. See Article 17.5, regarding schedule adjustment for holiday assignment.

9.9 Instructional Technology.

A. The parties recognize the increasing development and use of instructional technology material to support teaching and learning and to enhance the fundamental relationship between employee and student. The parties also recognize that the instructional technology materials should be used to the maximum mutual benefit of the University and the employee.

B. "Instructional technology material" includes the use of a course management (CMS), video and audio recordings, motion pictures, photographic and other similar audio/visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work.

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programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

C. When making assignments, the University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning.

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

(2) Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;

(3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and

(4) Compensation, including recognition in an employee’s assignment or provisions for extra University compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.

(5) It is recognized that these considerations may already apply to other employee instructional activities and, therefore, may be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, they shall develop such policies and consult with UFF-FGCU pursuant to Article 1.2 (B), prior to their implementation.

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Article 10

Employee Performance Evaluations

10.1 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 in Article 10.4 below. The performance of employees, other than those who have received notice of non-reappointment under Article 12.2, 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 employee performance evaluations.

B. Evaluation of Progress Towards Promotion.

Employees shall receive an annual appraisal regarding their progress toward promotion, if applicable. The appraisal shall be included as a separate component of every annual evaluation and is intended to provide assistance and counseling to faculty to help them assess their progress towards promotion. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in previous discussions with the evaluator. However such appraisals regarding progress toward promotion shall not be subject to the grievance process.

C. Evaluation for Successive Fixed Multi-Year Appointments.

The purpose of the evaluation for successive fixed multi-year appointment is to determine if the faculty's performance over the current contract warrants offering a successive multi-year appointment. Faculty with Fixed Multi-Year Appointments who are seeking a successive appointment shall receive a review in the penultimate year of the contract.

D. Sustained Performance Evaluations.

Tenured faculty members shall receive a sustained performance evaluation once every seven 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 encourage continued professional growth and development. This clause does not apply to continuing or fixed multi-year appointments.

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E. Procedures/Process for Evaluation.

(1) The Faculty, acting through the Faculty Senate in collaboration with UFF-FGCU and the President or representative, will maintain and/or revise procedures to evaluate each employee (currently titled Faculty Performance Evaluation Document - FPED), including annual review, fixed multi-year successive contract review, continuing multi-year appointment probation review, promotion review, and sustained performance evaluations (post-tenure review). Performance Improvement Plan

(2) The proposed procedures, or revisions thereof, shall be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement.

(3) If the President or representative determines that the recommended procedures do not align with the mission and goals of the University or this Agreement, the proposal shall be referred back to the Faculty Senate and UFF-FGCU for revision with a written statement of reasons for non-approval.

(4) It is recommended that the Faculty Senate, UFF-FGCU, and the President or representative work collaboratively to ensure the efficient and timely development and adoption of the procedures document.

F. Deans/Directors are encouraged to consult with supervisors to promote consistent application of evaluation criteria within and across departments in a unit.

G. The specifics of employee performance evaluations as they relate to extension, probation and non-reappointment are addressed pursuant to Article 15.

10.2 Sources and Methods of Evaluation.

A. 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, including public school officials when an employee has a service assignment to the public schools.

B. 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. Alternatively, if such classroom observation or visitation will be

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made, the employee shall be notified at least two (2) weeks in advance of the period (for example, a semester) over which no fewer than two (2) observations will be made.

10.3 Criteria and Standards.

A. Annual Evaluation.

(1) The finalized written annual evaluation, including the employee’s annual assignment which was furnished pursuant to Article 9.3, shall be provided to the employee in accordance with the timeline set forth in the current FPED. The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee’s evaluation file. The evaluation shall be signed and dated by the person performing the evaluation, and by the person being evaluated who may attach a concise comment to the evaluation. A copy of the signed evaluation shall be provided to the employee. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation which were not resolved in previous discussions with the evaluator.

(2) Where the faculty attaches a comment to the annual evaluation, a copy of the signed evaluation along with the faculty’s signed comment shall be given to the supervisor with a copy to the Dean/Director.

(3) Each university college/unit shall develop and maintain standards to evaluate each employee according to criteria specified in Article 10.4 below. These standards must be consistent with those necessary to maintain university and college/unit accreditations. The employees of each college/unit who are eligible to vote in college/unit governance, working with the administration of the college/unit, shall participate in the development of these criteria and standards. The employees shall recommend implementation by a majority vote of those employees.

a. The proposed criteria and standards, or revisions thereof, shall be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the University and that they comply with this agreement.

b. If the President or representative determines that the recommended criteria and standards do not meet the conditions in Article 10.3(A)(3)(a) above, the proposal shall be referred to the college/unit for revision with a written statement of reasons for non-approval.

c. Approved criteria and standards, and revisions thereof, shall be kept on file in the college/unit office. A copy of the college/unit current criteria and standards for annual evaluation will be available to employees either in hard copy or electronic format. If the college/unit criteria and

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(4) A faculty member whose annual performance evaluation has one area rated as “does not meet” shall outline activities that he/she will undertake to achieve growth and improvement in the area of concern. The supervisor shall assist the employee in developing a plan of action that, if implemented, will enable the employee to achieve growth and improvement in the specific area of the assignment.

B. Evaluation for Successive Fixed Multi-Year Appointments. Evaluation for successive fixed multi-year appointments is addressed pursuant to Article 15.

C. Sustained Performance Evaluations for Tenured Faculty.

(1) The sustained performance evaluation program shall provide that:

a. The unit’s Peer Review Committee shall perform the evaluation. Such evaluation 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 employees and to UFF-FGCU 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.

a. An employee who received satisfactory annual evaluations during the previous six years shall not be rated below satisfactory in the sustained performance evaluation nor subject to a Performance Improvement Plan.

b. 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 performance targets and a time period for achieving the targets. The Performance Improvement Plan shall be approved by the President or representative. Specific resources identified in an

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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.

10.4 Criteria. The annual performance evaluation shall be based upon assigned duties and should
reflect the unit’s adopted criteria and standards for performance. Extra, voluntary activities that
support the mission of the University and/or the unit shall be recognized. Where there are
eminent/endowed faculty within the unit, the evaluation and renewal document shall include
criteria and standards that reflect the nature of the position and the endowment that are different
from or in addition to the criteria and standards for other faculty at that rank. The evaluation of
all faculty shall carefully consider the nature of the assignments, in terms where applicable, of
the following criteria:

A. Teaching.

Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas
by means or methods such as lecture, discussion, assignment and recitation, demonstration,
laboratory exercise, practical experience, and direct consultation with students. The evaluation
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 relevant materials submitted by the
employee, including the results of peer evaluations of teaching and shall not be based solely on
student feedback.

B. Scholarly Contribution/Scholarship/Professional Development.

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; and research and creative activity that has not yet resulted in
publication, display, or performance. The evaluation shall include consideration of the
employee’s productivity, including the quality and quantity of what has been done during the
year, and of the employee’s research and other creative programs and contributions; and
recognition by the academic or professional community of what is done.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: E. Julian Elliott
For the United Faculty of Florida
Date: 7/1/15

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C. Service.

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

(2) Participation in the governance processes of the institution through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental or college meetings.

D. Other Duties. Other assigned university duties, such as advising, supervision of interns, and academic administration, or as described in a Position Description, if any, of the position held by the employee.

10.5 Proficiency in Spoken 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.

10.6 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 Article, except for information relating to an employee’s failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: Stephen M. Elliott
For the United Faculty of Florida
Date: 7/1/15
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Article 11

Evaluation File

11.1 Policy. There shall be one (1) evaluation file containing a dated copy of all documents used in the evaluation process, other than evaluation for promotion. When evaluations and other personnel decisions are made, other than for promotion, the only documents which may be used are those contained in that file. Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. Employees shall be notified, upon written request, of the location of the evaluation file and the identity of the custodian.

11.2 Access. An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day 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.

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

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

11.5 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, anonymous or signed, from students in a course are included in the evaluation file, all of the comments obtained in the same course must be included.

Approved:  
For the Florida Gulf Coast University Board of Trustees
Date: 11/15

Approved:  
For the United Faculty of Florida
Date: 11/15
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11.6 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.

11.7 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.

11.8 Limited Access Information. Information reflecting evaluation of employee performance shall be available for inspection only by the employee, the employee’s representative, and university officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and arbitrators or 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 University and made available by the University to the public on a regular basis.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
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Article 12

Non-Reappointment

12.1 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 13.2, and Article 15.5.

12.2 Notice.

A. All employees, except those described in Sections 12.2(B)(1) and (C) below, are entitled to the following written notice that they will not be offered further appointment:

(1) 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);

(2) For employees with two (2) or more years of continuous university service, one year; or

(3) 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.

(4) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Article 8.4(B).

B. Employees who are on non-recurring sources of funds e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, except those described in Article 12.2(A)(3), above, are entitled to the following written notice that they will not be offered further appointment:

(1) For employees in their first five (5) years of continuous university service, no notice need be provided and the statement in (D), below, shall be included in their employment contracts; or

(2) 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, or employees employed in an auxiliary entity, are not entitled to notice that they will not be offered further appointment, and the statement in 12.2(D), below, shall be included in their employment contracts.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees

Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida

Date: 9/3/15
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D. Employees described in 12.2(B)(1) and 12.2(C), above, shall have the following statement included in their employment contracts:

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

E. An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Article 12 and 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 representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The parties recognize non-reappointment is not a disciplinary action. Non-reappointment shall not be used as any form of disciplinary action.

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

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

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. For this purpose, it shall be the employee's responsibility to keep the University advised of the employee's current address. Any offer of reemployment 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

Approved: [signature]
For the Florida Gulf Coast University Board of Trustees

Date: 7/1/15

Approved: [signature]
For the United Faculty of Florida

Date: 7/8/15

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such offer of re-employment is not accepted, the employee shall receive no further consideration
pursuant to this Article.

12.5 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 reappointment shall cease.

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

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For the Florida Gulf Coast University
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Date: 7/1/15

Approved:  Ellen A. Elliott
For the United Faculty of Florida
Date: 7/3/15
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Article 13

Layoff and Recall

13.1 Layoff.

A. Layoff. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the University shall notify the local UFF-FGCU Chapter and the UFF-FGCU state office no less than thirty (30) days prior to taking such action. UFF-FGCU may request a consultation with the President or representative pursuant to Article 2.1 during this period to discuss the layoff.

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

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

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

B. No employee 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. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the University.

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For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

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For the United Faculty of Florida

Date: 7/1/15
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D. The provisions of Article 13.2(B) above will apply unless the University determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the University shall notify UFF-FGCU in writing.

E. The University shall notify the local UFF-FGCU Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2.1.

F. No tenured or multi-year employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

13.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to assist the employee in locating appropriate alternate or equivalent employment for laid-off employees within the University.

13.4 Notice. Employees should be informed of layoff as soon as practicable and, where circumstances permit, employees with three or more years of continuous University service should be provided at least one (1) year's notice; those with less service with at least six (6) month's notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Articles 13.3 above and 13.5 below. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and a statement that the employee is eligible for consideration for retraining under the provision of Article 22.4, for a period of two years following layoff.

13.5 Re-employment/Recall.

A. For a period of two years following layoff or for employees appointed to a continuing or fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position at the University should an opportunity for such re-employment arise. It shall be the employee's responsibility to keep the University 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

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For the Florida Gulf Coast University
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Date: 7/1/15

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For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

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 reemployment 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 employment contract. The University shall notify the local UFF-FGCU Chapter when an offer of re-employment is issued.

B. An employee who held a tenured appointment on the date of termination by reason of layoff shall resume the tenured 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.

C. 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.

13.6 Limitations. The provisions of Articles 13.2 through 13.5 of this Agreement shall not apply to those employees funded through special contracts and grants.

Approved:  
For the Florida Gulf Coast University
Board of Trustees
Date: 9/1/15

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For the United Faculty of Florida
Date: 9/1/15
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Article 14

Promotion Procedure

14.1 Policy.

A. Promotion decisions are not based solely upon an employee’s annual performance evaluations. Rather, the University, through its faculty, professional employees, and administrators, assesses the employee’s potential for growth, scholarship, and/or other professionally appropriate contributions as well as past meritorious performance.

B. Faculty members may apply for promotion after completing four (4) full years in rank or level. Any credit for time in rank or level will be stated in the appointment letter. Effective 2017-2018 faculty members must complete the pre-promotion review process one year prior to submission of the application promotion.

C. Employees shall receive an annual appraisal regarding their progress toward promotion, if applicable. The appraisal shall be included as a separate component of every annual evaluation and is intended to provide assistance and counseling to faculty to help them assess their progress towards promotion. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in previous discussions with the evaluator. However, such appraisals regarding progress toward promotion shall not be subject to the grievance process.

D. Procedures/Process for Evaluation.

1. The Faculty, acting through the Faculty Senate in collaboration with UFF-FGCU and the President or representative, will maintain and/or revise procedures to evaluate each employee (currently titled Faculty Performance Evaluation Document - FPED), including annual review, fixed multi-year successive contract review, continuing multi-year appointment probation review, pre-promotion review, promotion review, and sustained performance evaluations (post-tenure review).

2. The proposed procedures, or revisions thereof, shall be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement.

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For the Florida Gulf Coast University Board of Trustees
Date: 7/11/15

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For the United Faculty of Florida
Date: 7/11/15

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(3) If the President or representative determines that the recommended procedures do not align with the mission and goals of the University or this Agreement, the proposal shall be referred back to the Faculty Senate and UFF-FGCU for revision with a written statement of reasons for non-approval.

(4) It is recommended that the Faculty Senate, UFF-FGCU, and the President or representative work collaboratively to ensure the efficient and timely development and adoption of the procedures document.

14.2 Criteria and Standards.

A. Promotion decisions shall be a result of meritorious performance and shall be based upon criteria and standards developed in writing by the faculty in each college/unit in consultation with the supervisors and dean/director. The established criteria and standards shall be available to all faculty in the college/unit via hard copy or college/unit website. Each college/unit shall include criteria and standards for promotion for all ranked faculty (from Assistant to Associate, and from Associate to Full), all instructors (from Level I to Level II, and from Level II to Level III), and all academic advisors (from Level I to Level II, and from Level II to Level III).

B. To provide guidance to faculty members regarding the expectations of achieving promotion, the criteria and standards adopted by each college/unit shall indicate:

(1) The performance factors that are to be used in making the promotion decision.

(2) The breadth and depth of accomplishments in teaching, research/scholarship/creative activity/professional development, as applicable, and professional service, and any other performance factors that would normally qualify a candidate for promotion.

C. For promotion, employees are expected to meet the promotion standards for the areas identified in the established college/unit criteria and standards document.

D. The promotion decision shall also take into account the following:

(1) The University’s mission and the mission of the college/unit to which the employee belongs.

(2) Annual assignments and annual performance evaluations.

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
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For the United Faculty of Florida
Date: 7/1/15

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(3) The contributions the employee has made based upon his/her record of performance relative to the promotion criteria and standards.

E. The employees of each college/unit in collaboration with the Dean or representative shall participate in the development and/or modification of college's/unit's promotion criteria and standards and shall recommend implementation by vote of a majority of those employees.

(1) The proposed criteria and standards, or revisions thereof, shall be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement. If the President or representative determines that the recommended criteria and standards are not consistent with the mission and goals of the University, or with this Agreement, the proposal shall be referred to the college/unit for revision with a written statement of the reasons for non-approval.

(2) The University reserves the right to develop written promotion criteria and standards if employees in the colleges/units are unable or unwilling to develop written criteria and standards for promotion.

(3) Changes in criteria and standards shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF-FGCU President and the University President. The date of adoption for changes approved by the President or representative shall normally be the last day of the of the spring semester for that academic year or the summer immediately thereafter. Any proposal to develop or modify promotion criteria and standards shall be available for discussion and vote by members of the affected college/unit before adoption.

(4) College/unit promotion criteria and standards documents shall list the name of the college on the cover page and shall have a footnote showing the following:

a. The date the college/unit faculty voted to recommend the revised document;

b. The date the document was approved by the President or representative;

c. The date the document will first go into effect (i.e., the starting date from which faculty will be eligible to go up for promotion under the new criteria and standards).

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For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

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For the United Faculty of Florida
Date: 7/1/15
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(5) Each college/unit is encouraged to review its existing promotion criteria and standards to ensure that such criteria and standards are consistent with the mission of the University and the college/unit.

(6) Promotion for Instructors and Academic Advisors. Instructors and Academic Advisors shall have promotion opportunities only within this classification (i.e. Level I to Level II or Level II to Level III).

The promotion criteria and standards developed and approved for Instructors and Academic Advisors respectively shall apply to applications for promotion to Level II or Level III as applicable and shall conform to the University timeline for promotion applications. The conditions of 14.2.E.3 above shall apply to changes in criteria and standards for faculty in the Instructor and Academic Advisor classifications.

14.3 Procedures.

A. Employees applying for promotion shall prepare a paper document ("Portfolio") for administrative review and an identical electronic copy of the Portfolio for archival purposes. The Portfolio will be the official promotion review documents. The Portfolio shall include at minimum an executive summary/narrative and a copy of an up-to-date curriculum vitae, the employee’s annual Professional Development Plan (PDP), Annual Performance Development Report (APDR), and the annual evaluations provided by the supervisor, the materials to support the employee’s performance relative to the criteria and standards established for promotion, and, if the employee chooses, the employee’s promotion appraisal(s) as referenced in 14.3.B. The reviewers at any stage above the peers and external reviewers in the review may request to see the promotion appraisal(s).

(1) Prior to consideration for promotion, the employee shall prepare a portfolio that accurately reflects and clearly distinguishes his or her individual accomplishments since appointment or the last promotion including, but not limited to items as described in 14.3.A above. It is the responsibility of the employee to make the case for promotion. The employee is responsible to review the portfolio and see that it is complete. If any of the reviewers need explanation of material in the portfolio they may request in writing clarification from the employee. The employee will respond in writing with a copy to the portfolio and all previous reviewers.

(2) The provisions of Articles 11.2 through 11.8 of this Agreement shall apply to the contents of the promotion portfolio.

Approved: 

Date: 7/1/15

For the Florida Gulf Coast University
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(3) The employee shall have the right to review the portfolio at each stage of review (i.e., department, college, campus) and attach a brief response to any materials contained therein, including the evaluation section(s), prior to the next stage of review.

(4) If any material is added to the portfolio after the commencement of consideration, other than the completion of the evaluation sections, 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 the receipt of the added material. The portfolio shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first.

(5) Prior to submittal of the portfolio to the Office of the Provost, or appropriate official, for review, peers, supervisor(s) and dean/director shall each include independent evaluations that indicate their level of support for promotion based on the established promotion criteria and standards.

B. An employee who is in a classification that allows for promotion consideration may request, in writing, a written appraisal based on the criteria and standards about progress towards promotion from the peer review committee, and from the department chair/overall supervisor. The appraisal is intended to provide assistance and counseling to candidates to help them qualify themselves for promotion. The appraisals are not binding upon the University, but they may be included by the employee in the promotion portfolio. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal. Such appraisals regarding progress toward promotion shall not be subject to the grievance process.

C. For employees who have applied for promotion, the supervisor, peer review committee, and Dean/Director shall give a written rationale to every candidate for their level of support for the promotion application based on the established promotion criteria and standards.

14.4 Notice of Promotion or Denial: If an employee is to be recommended to the President for promotion, the employee shall be notified in writing by the appropriate administrative official, by the date indicated in the FPEC. If any employee is denied promotion, the employee may request within 10 days of notification of denial, in writing for further explanation of the denial based on the established promotion criteria and standards. The University will provide such explanation, in writing within twenty (20) days of the request.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees

Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida

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Article 15

Multi-Year Appointments and Tenure Status: Extension, Probation, Reappointment

15.1 Continuing Multi-Year Appointment (CMYA)

A. Annual Evaluation. Each faculty member on a continuing multi-year appointment will be evaluated annually pursuant to Article 10.

B. Contract Extension. If a CMYA faculty member receives an overall satisfactory annual evaluation as defined by the unit, he or she will receive a one-year contract extension, thereby maintaining a full three-year appointment cycle. This section does not apply to the continuation of administrative appointments. In cases of voluntary resignation, retirement, removal for just cause, or layoff, no contract extension will be given.

C. Probation. If a CMYA faculty member receives an “overall unsatisfactory” annual evaluation as defined by the unit, he or she will be placed on one-year probation. No contract extension will be added to his or her appointment for the duration of the probationary period.

(1) The faculty member will be required, in consultation with his or her supervisor, to draft and sign a one-year performance improvement plan to address the deficiencies responsible for the overall unsatisfactory rating and to identify specific performance targets for the following academic year. The performance improvement plan must be developed and signed prior to the start of the following semester, excluding summer.

(2) In the first succeeding annual evaluation (probation year evaluation), the faculty member’s supervisor shall review his or her progress in successfully fulfilling the performance improvement plan. If the faculty member has met the performance targets specified in the performance improvement plan, the supervisor shall recommend to the appropriate administrator that the faculty member’s probation be lifted and a two-year contract extension granted, thereby restoring the faculty member to a full three-year continuing contract cycle. No additional penalties shall attach to the faculty member’s appointment as a result of the probationary term.

D. Contract Expiration. If the faculty member receives an unsatisfactory evaluation in the probation year evaluation, the faculty member shall have one year remaining in his or her appointment before the contract expires. The faculty shall be notified of non-reappointment in accordance with Article 12.2.

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For the Florida Gulf Coast University
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15.2 Fixed Multi-Year Appointment (FMYA)

A. Annual Evaluation. Each faculty member on a fixed multi-year appointment will be evaluated annually pursuant to Article 10.

B. Successive fixed multi-year appointments may be offered to fixed multi-year appointment faculty members as follows:

(1) The faculty member will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, he or she must submit a written request and documentation for review. Documentation must include an updated curriculum vita, an executive summary referencing the vita, and summary information from annual evaluations pursuant to written procedures established by the University.

(2) Criteria and standards used to determine in which instances successive fixed appointments will be offered 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 and standards shall be in writing and available to all faculty members.

(3) These criteria and standards may be modified through a process that ensures significant involvement by unit faculty members. Approval of criteria and standards requires confirmation by a majority of the unit’s faculty members.

(4) The UFF-FGCU must be notified of any proposed modifications of criteria and standards and offered an opportunity to discuss such modifications in consultation with the University President or representative. Changes in the criteria and standards shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF-FGCU President and the University President or representative. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable university policies and procedures.

(5) Penultimate year review as referenced in 15.2 B.1 above shall include a review by the supervisor, peer review committee, and dean/director with a recommendation by the dean to the provost for a decision. The University shall notify the faculty member in writing of its decision.

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Date: 7/1/15

Approved: [Signature of for the United Faculty of Florida]
Date: 7/1/15
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to offer or not offer a successive appointment by the beginning of the final year of the faculty member’s current appointment.

(6) If the faculty member receives written notice that he or she will not be offered a successive appointment, he or she may request a written statement of the basis for the decision. Within twenty (20) calendar days following receipt of such request, the President or representative shall provide the faculty member with written statement explicating the basis of this decision.

C. Probation. If a FMYA faculty member receives an “overall unsatisfactory” annual evaluation as defined by the unit, he or she will be placed on a one-year probation.

(1) The faculty member placed on probation will be required, in consultation with his or her supervisor, to draft and sign a one-year performance improvement plan to address the deficiencies responsible for the overall unsatisfactory rating and to identify specific performance targets for the following academic year. The performance improvement plan must be developed and signed prior to the start of the following semester, excluding summer.

(2) In the first succeeding annual evaluation (probation year evaluation), the faculty member’s supervisor shall review his or her progress in successfully fulfilling the performance improvement plan. If the faculty member has met the performance targets specified in the performance improvement plan, the supervisor shall recommend to the appropriate administrator that the faculty member’s probation be lifted.

(3) Notwithstanding any terms of this Agreement, the use of probation shall not extend the fixed multi-year appointment beyond the stated term of the contract or require an offer of a successive appointment. In those instances the University, at its sole discretion, may offer a successive fixed multi-year appointment. If a subsequent fixed term contract is offered, the faculty member shall be on probation for one year and required to meet the requirements of a Performance improvement Plan under Article 15.2.C(2).

D. Contract Expiration. Notwithstanding the remaining term of the faculty member’s fixed multi-year appointment, if the faculty member receives an unsatisfactory evaluation at the end of the probation year, the faculty member shall have no more than one year remaining in his or her appointment before the contract is terminated. The faculty shall be notified of non-reappointment in accordance with Article 12.2.

15.3. Converting Faculty Contracts.

Approved: [Signature]

For the Florida Gulf Coast University
Board of Trustees

Date: 7/11/15

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For the United Faculty of Florida

Date: 7/11/15
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A. From Fixed Multi-Year Appointments to Continuing Multi-Year Appointments. An individual who is currently a faculty member on a fixed, multi-year employment contract may request that their contract be converted from a fixed term to a continuing multi-year appointment. This request must be made no earlier than one year prior to the expiration of the fixed contract term and only after successful review for continuation of the fixed contract. Granting such conversion requests is at the discretion of the University.

B. From Continuing Multi-Year Appointments to Fixed Multi-Year Appointments. An individual who is currently a faculty member on a continuing, multi-year employment contract may request that their contract be converted to a fixed multi-year appointment. This request can be made only after a satisfactory annual review. Granting such conversion requests is at the discretion of the University.

15.4. Grievability. A faculty member who receives written notice that he or she will not be offered a contract extension or successive appointment may, according to Article 20 (Grievance Procedure and Arbitration), contest the decision because of an alleged violation of an express term of this Agreement. Such grievances must be filed within thirty (30) calendar days after having received statement of the basis for the decision.

15.5 Tenure.

A. Annual Evaluations and Sustained Performance Evaluation. Each faculty member in a tenured position will be evaluated annually pursuant to Article 10. Each faculty member in a tenured position will also be evaluated for sustained performance pursuant to Article 10.

B. Tenure shall be in a department/unit or other appropriate administrative unit. Tenured faculty who assume administrative appointments or transfer within the University shall retain tenure status in the University.

C. Tenure status guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause in accordance with the provisions of Article 16, Disciplinary Action and Job Abandonment, or layoff in accordance with the provisions of Article 13, Layoff and Recall. This does not extend to the continuation of administrative appointments.

Approved: Jennifer Baker
For the Florida Gulf Coast University
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Date: 7/11/15

Approved: Eleenton W. Clark
For the United Faculty of Florida

Date: 7/11/15
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**Article 16**

**Disciplinary Action and Job Abandonment**

16.1 Just Cause.

A. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Just cause shall be defined as:

(1) incompetence, or

(2) misconduct.

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

16.2 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals.

16.3 Notice of Intent.

A. When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative shall provide the employee with a written notice of the proposed action and the reasons therefor. 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 representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Article 16.4.below. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the employee's evaluation file.

B. The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.

16.4 Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefor and a statement advising the employee that the action is subject to Article 20, Grievance Procedure and Arbitration. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

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Date: 7/1/15

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Date: 7/1/15
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16.5 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 representative determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the President or representative may give less than six (6) months notice.

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

16.7 Job Abandonment

A. If an employee is absent without authorized leave under the provisions of Article 17.1.D for twelve (12) or more consecutive days, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

B. Notwithstanding Article 16.7(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.

16.8 Employee Assistance Program. Neither the fact of an employee's participation in an employee assistance program, nor information generated by participation in the program, shall be used as a reason for discipline under this Article, except for information relating to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed.
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Article 17

Leaves

17.1 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 Article 16.7.

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 Article 17.6 below.

17.2 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 Article 17.6 below.

17.3 Accrual During Leave with Pay. An employee shall accrue normal leave 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.

17.4 Employment Status During Periods of Leave. Semesters during which an employee is on compensated or uncompensated leave will not serve to extend the duration of the employee’s employment contract, except by mutual agreement of the employee and the University.

17.5 Holidays.

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For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

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Date: 7/13/15
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A. The following holidays will be observed during the term of this Agreement:

Independence Day
Labor Day
Veterans’ Day, November 11
Thanksgiving
Friday after Thanksgiving
Christmas Day
Winter Break (4 business days between Christmas Day and New Years Day)
New Years Day
MLK Birthday
Memorial Day

If any of these holidays falls on a Saturday, the preceding Friday will be observed as the holiday. Likewise, if any of these holidays falls on a Sunday, the following Monday will be observed as the holiday.

B. An employee shall be entitled to observe all official holidays designated as holidays by the University. No classes shall be scheduled on designated holidays. Classes not held because of a holiday shall not be rescheduled.

C. 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.

D. 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.

17.6 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 twelve (12) month 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 Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

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For the Florida Gulf Coast University
Board of Trustees

Approved: 
For the United Faculty of Florida

Date: 7/1/15
Date: 7/3/15

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B. Implementation of FMLA Leave Entitlements.

1. An employee, whether salaried or paid from Other Personal Services (OPS), who has worked at least 1,250 hours of service during the twelve month period immediately preceding the leave 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 Article 17.7 below, for a birth or adoption of the employee's child. If an eligible employee elects to take Parental Leave, 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. The designated twelve (12) month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave shall be determined by the University in accordance with FMLA.

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 Article 17.11(E) below.

3. After the President or representative has acquired knowledge that the leave is being taken for an FMLA required reason, the President or representative shall within two business days, absent

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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 will 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) A Fitness for Duty certification will 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 classification 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 Article 17.6 (FMLA) 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 the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

17.7 Parental Leave

A. Upon written request, an employee shall be granted a parental leave not to exceed six (6) months 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 this provision but is provided for through the FMLA provisions in accordance with Article 17.6 above. Parental leave is unpaid leave unless other paid leave benefits are accessed. The faculty must apply for the parental leave by submitting a completed Request for Parental Leave form to her/his department.

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For the Florida Gulf Coast University Board of Trustees

Date: 7/1/15

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Chair/supervisor at least one semester prior to the date that the leave is expected to begin, as practicable.

1. The President or representative shall acknowledge to the employee in writing the period of leave to be granted, that such leave counts against the employee's unused FMLA entitlements in accordance with Article 17.6 above, and specifies the expected date of return to employment. Parental leave runs concurrently with Family Medical Leave when applicable.

2. Unless agreed to otherwise, the period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival. A faculty member must use the parental leave within twelve (12) months after the birth or adoption placement.

3. At the end of the approved parental leave and at the employee's request, the President or representative shall grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University.

4. 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.

B. If an employee plans to use a combination of accrued leave and leave without pay, 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 Article 17.11 below.

C. 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 Article 17.6 above.

17.8 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.

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Board of Trustees
Date: 7/1/15

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(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:

i. The employee's personal illness or exposure to a contagious disease, which would endanger others.

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

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

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

c. 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 University 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).

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For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

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For the United Faculty of Florida
Date: 7/3/15
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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) Fitness for Duty Certification. If an employee's request for absence or absence exceeds four (4) consecutive days the University may require an employee to furnish a fitness for duty certification issued by an attending health care provider indicating that the employee is physically and mentally capable of safely performing the essential functions of his or her job, with or without reasonable accommodation. If the fitness for duty certification furnished by the employee is not acceptable, the employee may be required to submit 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 fitness for duty certification indicates that the employee is unable to perform assigned duties, the President or representative may place the employee on compulsory leave under the conditions set forth in Article 17.8(C) below.

(4) Transfer of Credits.

a. When an employee is reemployed by the University within 100 days, the full balance of accrued sick leave shall accompany the employee unless the employee has received a lump sum payment for accrued sick leave. If an employee has received such a lump sum payment, the employee may elect in writing, upon re-employment, to restore the employee's accrued sick leave. Such restoration will be effective upon repayment of the full lump sum leave payment.

b. When an employee moves to a position in state government, the transfer of unused sick leave from the University shall be governed by the rules of the plan to which the employee is transferring.

c. The transfer of unused sick leave from a local government to a university position is not permitted unless a reciprocal agreement in writing between the University and the previous employing entity is in effect.

(5) Payment for Unused Sick Leave.

a. An employee with less than ten (10) years of continuous University service, as defined herein, who separates from the University shall not be paid for any unused sick leave. For employees

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Date: 7/1/15

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appointed on or before 1/7/03 University service includes continuous employment by the
University or the State of Florida.

b. An employee who has completed ten (10) or more years of University service, as defined in
Article 17.8(A)(5)(a) above, has not been found guilty or has not admitted to being guilty of
committing, aiding, or abetting any embezzlement, theft, or bribery in connection with
University employment, or has not been found guilty by a court of competent jurisdiction of
having violated any State law against or prohibiting strikes by public employees, and separates
from the University because of retirement for other than disability reasons, termination, or death,
shall be compensated at the employee's current regular hourly rate of pay for one-fourth of all
unused accrued sick leave; provided that the payment shall not exceed 480 hours.

d. Where applicable, upon layoff an employee with ten (10) or more years of University service,
as defined in Article 17.8(A)(5)(a) above, shall be paid for unused sick leave as described in
Article 17.8(A)(5)(b) and (c), 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 Article 17.8(A)(5)(b) above.

e. All payments for unused sick leave authorized by Article 17.8(A) (5) (b) and (c) above, shall
be made in lump sum payment to the employee 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 accrued sick leave is exhausted.

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

g. In the event of the death of an employee, payment of sick leave accrued at the time of death
shall be made to the employee's beneficiary, estate, or as provided by law.

B. Job-Related Illness/injury.

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(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 Article 17.8(B) (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 Article 17.8 (B) (2) (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 representative 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.

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For the Florida Gulf Coast University  
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Date: 7/1/15

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a. If an employee is unable to perform assigned duties due to illness/injury the President or representative may require the employee to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University. The employee shall cooperate by providing such medical records as requested by the examining physician.

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 representative 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 Article 17.11 below.

c. If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification from a health care provider approved by the University that the employee is able to perform assigned duties, the President or representative shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(3) 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 representative should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

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a. offer the employee part-time employment;
b. place the employee in leave without pay status in accordance with Article 17.11 below or extend such status;
c. request the employee's resignation; or
d. release the employee from employment, notwithstanding any other provisions of this Agreement.

17.9 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 6.77 hours biweekly (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 (forty-four days or 352 hours) as of December 31, shall have any excess converted to 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, and employees with greater than academic year appointments shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Employees appointed for 9 months or less shall not accrue annual leave.

B. Use and Transfer of Annual Leave.

(1) Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. 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.

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For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

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For the United Faculty of Florida
Date: 1/3/15
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(2) Upon re-employment within the University within 100 days, except for reemployment after layoff (see 17.9(C)(3), below), the employee may choose to reinstate their annual leave balance by repaying the full lump-sum annual leave payment received.

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

(4) When an annual leave accruing employee moves to a position in state government, the transfer of leave from FGCU shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of University employment.

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

C. Payment for Unused Annual Leave.

(1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the employee requests the option in Article 17.9(C)(2) below, the University shall be made in lump sum payment to the employee for up to forty-four (44) 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, provided that a determination has been made by the President or representative that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.

(2) Upon transfer from an annual leave accruing contract to an academic year contract within the University, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum payment to the employee for up to forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.

Approved: Jennifer Baker  Approved: Frank Elliott
For the Florida Gulf Coast University  For the United Faculty of Florida
Board of Trustees

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(3) Upon layoff, an employee shall be paid in lump sum payment to the employee for up to forty-four days (352 hours) of unused annual leave, unless the employee requests in writing that annual leave credits be retained pending reemployment. 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.

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

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

17.10 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 Article 19 and the University's regulations and policies 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 as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee's job assignment, and the

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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.

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

C. Leave Pending Investigation. When the President or representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the President or representative 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 by Section 110.120, Florida Statutes, 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 a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including 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 by Section 110.118, Florida Statutes, for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for an employee who has such rating by the United States Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not

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E. Official Emergency Closings. The President or President’s representative may close the University, or portions of the University, in the event of an emergency or natural disaster. 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.

17.11 Leave Without Pay.

A. Granting. Upon request of an employee, the President or representative shall grant a leave without pay for a period not to exceed one year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

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.

C. Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the provisions of applicable Florida Statutes and implementing rules.

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 Article 17.8(A) (2) above 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.

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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 in writing approval of revisions to the original approval.

17.12 Leave Donation Policy. Employees shall be eligible to participate in any University developed leave donation policy on the same basis as out-of-unit faculty and staff. Consistent with Article 31.3, the UFF-FGCU shall have the opportunity to consult about any newly developed leave donation policy, or any change to any existing leave donation policy.

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Approved: Scott W. Elliott
For the United Faculty of Florida

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Article 18

Inventions and Works

18.1 University Authority and Responsibilities. Section 1004.23, Florida Statutes, authorizes the University to establish regulations, policies, and procedures regarding patents, copyrights, and trademarks. Such regulations, policies, and procedures shall be consistent with the terms of this Article.

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

A. A "work" includes any copyrightable material under the U.S. Copyright Act, 17 U.S.C. section 101 et. seq., 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 Article 9.9(B), is included in this definition.

B. An "invention" includes any discovery within the meaning of the U.S. Patent Law, 35 U.S.C. section 1 et. seq., and other laws such as any invention, machine, process, composition of matter, article of manufacture, know-how, design, model, technological development, plant, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.

C. “Creator” is defined as an employee who creates a work or invention. “Creator” includes the definition of “inventor” under the U.S. Patent Law, 35 U.S.C. Section 1 et. seq., and the definition of “author” used the U.S. Copyright Act, 17 U.S.C. Section 101 et. seq.

D. "Instructional technology material" is defined in Article 9.9(B).

E. "University support" includes the use of university funds, personnel, facilities, equipment, materials, or technological information customarily provided to the Faculty member by the University, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University. Examples include: base salaries of employees producing a work or invention; customary time assigned to research and/or teaching; customary use of instructional delivery mechanisms such as the University network and WebBoards; customary use of facilities, offices, equipment, software, and/or supplies provided by the University for academic purposes and available for use by employees generally; use of university library resources; and limited secretarial and/or administrative resources available to employees generally.

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F. “Appreciable university support” refers to funds, personnel, facilities, equipment, materials, and/or technological aid provided by the University, as well as to support provided by outside sponsors under agreements that have been arranged, administered, or controlled by the University and that specify the disposition of intellectual property, where the form and/or amount of such support measurably exceeds what is customarily provided to an FGCU faculty member.

G. “Net Income” is “gross revenue” less all “development expenses” for a work or invention and its improvements.

(1) “Gross revenue” shall mean:

(a) proceeds from the sale, lease, transfer, or other conveyance of an invention or work by the University, and

(b) license issue fees, option fees, running royalties, and equity interests paid to the University by a licensee of an invention or work, except that such equity interests, or portion thereof, shall not be considered “gross revenue” unless and until the equity interests, or portion thereof, are sold by the University.

(2) “Development expenses” shall mean all moneys paid by the University for goods and services to create the work or invention, or to protect, develop, and/or enhance the marketability or any other aspect of a work or invention, including, but not limited to, patent filing fees, protection of patent, marketing expenses, patent maintenance, consulting fees, prosecution expenses, expenses incurred in dealing with equity interests, travel, attorneys’ fees, and research costs. Not included as development expenses are salaries and general operating expenses of University administrative personnel.

18.3 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.

(1) As used in this Section, the term "independent efforts" means that:

a. the ideas came from the employee; and

b. the work was not made with the use of appreciable University support; and

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(2) Ownership of the following types of works shall be retained by the faculty member

a. Those works for which the intended purpose is to disseminate the results of academic research, scholarly study, or artistic expression such as books, articles, or electronic or artistic media.

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. Examples include: non-commercialized instructional works, course plans, lecture notes, course handouts and other course supplements, study guides, and instructional technology materials.

c. Consistent with normal academic environments, nothing in Article 18.3B is intended to interfere with the normal voluntary sharing of noncommercial instructional materials among faculty colleagues at Florida Gulf Coast University. For purposes of program and administrative record keeping, the University can maintain syllabus information.

C. 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 net income therefrom.

(2) Ownership of the following types of works shall be retained by the University, and the employee shall share in the net income: Works produced with the use of appreciable university support; works expressly commissioned or contracted by the University, where the University provided direct and detailed specifications for the content, nature, direction, and form of expression and exercising authority over final acceptance; and works conceived or developed through a university-administered and externally-sponsored agreement.

D. Disclosure.

(1) Upon creating a university-supported or externally sponsored work, and prior to any publication, the employee shall disclose directly to the President or President’s designee 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 Article 18.3(A)(2a) above, 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, nor works developed without appreciable University support, and used solely for the purpose of assisting or enhancing the employee’s instructional assignment.

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(2) The President or President’s 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 President’s 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 net income 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.

18.4 Inventions.

A. Independent Efforts. All inventions made outside the field or discipline in which the employee is employed by the University and for which no appreciable university support has been used are the property of the employee, who has the right to determine the disposition of such work and revenue derived from such work. The employee and the President or President’s designee may agree that the patent for such invention be pursued by the University and the net income shared.

B. 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 appreciable university support, is the property of the University and the employee shall share in the net income therefrom.

C. Disclosure/University Review.

(1) An employee shall fully and completely disclose directly to the President or President’s designee all inventions which the employee develops or discovers while an employee 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.

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(2) If the University wishes to assert its interest in the invention, the President or President’s designee shall inform the employee within 60 days of the employee’s disclosure to the Division.

(3) The President or President’s 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 60 days from the date of the disclosure to the President or President’s designee.

(4) The division between the University and the employee of net income generated by the licensing or assignment of an invention or work 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. In the instance where the University and the employee(s) are not able to reach agreement on a written contract, the following division of net income shall apply:

- Up to $20,000, the creator(s) shall receive 100%.
- From $20,001 - $100,000, the creator(s) shall receive 65%, and the University shall receive 35%.
- From $100,001 - $250,000, the creator(s) shall receive 50% and the University shall receive 50%.
- From $250,001 - $500,000, the creator(s) shall receive 35%, and the University shall receive 65%.
- Over $500,000, the creator(s) shall receive 30%, and the University shall receive 70%.

(a) In the event that there are multiple creators of an invention or work, the creators’ share shall be divided equally among all creators. If the creators agree among themselves to a different split, the University must be notified in writing at least thirty (30) days prior to the first income distribution.

(b) At the discretion of the creator(s) a portion of the creator’s share of the net income may be placed in a fund within the Division of Sponsored Research and expended in accordance with Section 1004.24, Florida Statute.

(c) Distribution of net income shall be made at least annually on or before December 1 of each year.

(5) 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.

D. Release of Rights.

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(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, President or President's 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 President's 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.

E. University Policy.

(1) The University shall have an intellectual property policy that shall be available to faculty via the University website.

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

F. Execution of Documents.

The University and the employee shall sign an agreement individually recognizing the terms of this Article, which may be contained in the employment document.

18.5 Outside Activity.

A. Although an employee may, in accordance with Article 19, 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 representative.

B. An employee who proposes to engage in such outside activity shall furnish a copy of this Article and the University's patents policy to the outside employer prior to or at the time a

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consulting or other agreement is signed, or if there is no written agreement, before the
employment begins.

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Article 19

Conflict Of Interest/Outside Activity

19.1 Policy.

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, and all regulations and policies applicable to university employees.

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

19.2 Definitions.

A. "Outside Activity" shall mean any compensated private practice, private consulting, additional teaching or research, or other activity 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 duty or interests of the University or the University Board of Trustees, including conflicts of interest specified under Florida Statutes; or

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

19.3 Conflicts of Interest Prohibited.

A. 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.

B. There is a potential for a conflict of interest when a related person participates in making recommendations or decisions specifically affecting the appointment, retention, multi-year contract, work assignments, evaluations, promotion, demotion, or salary of his or her relative, or

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any attempt to influence a relative’s supervisor with any regard to matters concerning that relative.

(1) In some circumstances, an individual’s relationship with another person can give rise to an actual or apparent conflict of interest. Therefore it is the responsibility of the current employee and/or applicant to disclose the relationship prior to an offer of employment. “Related persons” means an individual who lives in the same residence as the employee or is related to the employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister. In some circumstances, an individual’s relationship with another person can give rise to an actual or apparent conflict of interest, therefore it is the responsibility of the current employee and/or applicant to disclose the relationship prior to acceptance of an offer of employment.

(2) A written request for the employment of related persons in the same organizational unit or in job-related organizational units shall be submitted by the employing Dean to the Vice President of Academic Affairs or designee for approval, prior to the offer of employment. The Vice President or designee shall determine whether a conflict of interest will occur if the relative is employed in the same organizational unit and provide written notification of the approval or disapproval of the request to the employing Dean and Director of Human Resources. If approved, included in this approval will be the supervisory structure of the related persons.

(3) In the event a related person covered by this is hired in the same organizational unit without prior approval, whether through intentional or unintentional failure to disclose a conflicting relationship, the related person hired may be subject to one or more of the following actions: transfer, reassignment, and/or disciplinary action including dismissal. No employee shall attempt to influence the supervisor of a related person with regard to a term or condition of the related person’s employment.


A. An employee who proposes to engage in any compensated outside activity shall report to the employee’s supervisor, in writing, the details of such proposed activity prior to engaging therein.

B. An employee who proposes to engage in any non-compensated outside activity which the employee should reasonably conclude may create a conflict of interest, shall report to the employee’s supervisor, in writing, the details of such proposed activity prior to engaging therein. If there is any question or likelihood of question of whether an activity may result in a conflict of interest, the employee should report the activity.

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C. The report, as described in Article 19.4(A and B) 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. Any outside activity report must also be documented on the Outside Activity Form and submitted through appropriate channels.

D. A new report of outside activity for a new time period, shall be submitted at:

(1) the beginning of each academic year for outside activity of a continuing nature; and

(2) such time as there is a significant change in an activity (nature, extent, funding, etc.)

E. The reporting provisions of this section shall not apply to compensated or uncompensated activities performed wholly during a period in which the employee has no appointment with the University.

F. Any outside activity which falls under the provisions of this Article and in which the employee is currently engaged but has not previously reported, shall be reported within sixty (60) days of the execution of this Agreement and shall conform to the provisions of this Article.

19.5 Grievance 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 grievance under the grievance procedure contained in Article 20, Grievance Procedure and Arbitration.

B. The employee may engage in such outside activity pending a final resolution of the matter pursuant to Article 20, Grievance Procedure and Arbitration.

C. If the final 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.

19.6 Use of University Resources.

An employee engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the President or representative. Approval for the use of university facilities, equipment, or services shall be requested on a university form designated for that purpose and will be conditioned upon.

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Approved: 

For the United Faculty of Florida

Date: 7/1/15

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reimbursement for the use thereof. If university equipment is used as part of any outside activity, such usage shall not disrupt normal university activities. If university equipment is damaged during the course of an outside activity, the employee shall bear the responsibility for such damages.

19.7 No University Affiliation.

An employee engaging in outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

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Article 20

Informal Resolution, Grievance and Arbitration Procedures

20.1 Purpose.

A. The parties encourage the informal resolution of faculty concerns. The parties recognize that there are other University offices that assist faculty with issues/concerns that fall outside of the Collective Bargaining Agreement. The UFF-FGCU and the University agree to collaborate to ensure that faculty are referred to the appropriate venues to explore and address unit members’ concerns.

B. The purpose of the informal resolution and grievance procedures is to promote opportunities for prompt and efficient discussion and resolution of work-related issues covered by the Collective Bargaining Agreement. The parties agree that it is desirable to encourage open communication in order to resolve concerns and issues at the lowest possible level within the organization through informal resolution. The grievance and arbitration procedures shall be the sole and exclusive method for resolving grievances.

20.2 Informal Resolution Procedure.

A. The informal resolution (IR) procedure is the first method used to resolve concerns and issues and is not intended to be “evidence gathering” for a grievance. No grievance shall be filed until the UFF-FGCU or faculty member has timely requested an informal resolution. The faculty member shall have the right to representation by the UFF-FGCU during attempts at informal resolution. If the faculty member is not represented by UFF-FGCU at this point, the University shall provide prompt notification to UFF-FGCU with a copy of the request for IR.

B. Faculty are encouraged to request informal resolution as early as practicable. All requests for informal resolution shall be in writing or by e-mail and submitted to the Office of Academic Affairs. However, faculty who wish to preserve their rights to file a grievance must file a request for IR within thirty (30) days of the act or omission giving rise to the dispute, or the date on which the faculty member knew or reasonably should have known of such an act or omission if that date is later. If filed after the thirty (30) days, the request will be subject only to IR.

C. If the request for informal resolution has been timely filed, as referred to in Article 20.2.B above, and a grievance is filed at a later date in accordance with the timeline for filing a grievance, then the resulting grievance shall be considered to be timely filed as long as the other deadlines specified below are observed. However, if the request for informal resolution has not

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been timely requested as outlined in Article 20.2.B, the later filed grievance shall be considered
time-barred.

D. The request for informal resolution shall contain a brief, general description of the facts
relating to the dispute, identify the relevant provisions of the Agreement that are at issue, and
include dates, times, and locations of the action(s) giving rise to the dispute.

E. Upon receipt of a request for informal resolution, the Office of Academic Affairs’ designee
and the faculty member shall have thirty (30) days to attempt to informally resolve the dispute.
Extensions may be granted upon mutual written agreement and such extensions shall not affect
the faculty member’s right to later file a grievance in a timely manner as long as the other
deadlines specified below are observed.

(1) Any resolution of the dispute brought about by the informal resolution process shall be in
writing with copies provided to the faculty member requesting the informal resolution to a
dispute, the UFF-FGCU and the Office of Academic Affairs.

(2) The faculty member who requested an informal resolution may file a grievance earlier than
the required thirty (30) days for attempting informal resolution (Article 20.2.E above) if at least
twenty-one (21) days have lapsed since the date of the requested for informal resolution was
received by the Office of Academic Affairs and good faith attempts have been made by the
grievant to achieve an informal resolution.

(3) The faculty member who requested an informal resolution may file a grievance earlier than
the required 30 days for attempting informal resolution (Article 20.2.E above) if the parties
mutually agree that informal resolution of the dispute is not possible.

(4) If the parties are unable to reach informal resolution of the dispute within the time provided,
or if the faculty member has filed a grievance, the Office of Academic Affairs shall notify the
UFF-FGCU that informal resolution of the dispute is not possible and all such attempts at
informal resolution shall end.

F. During the informal resolution period efforts to resolve the dispute informally shall be made.
Informal resolution methods may include discussions with the involved parties, for example,
supervisor, Deans/Directors as applicable. The parties can also avail themselves of the Conflict
Management System (http://www.fgcu.edu/cms/) or other informal methods for resolution.

20.3 Definitions Related to Grievances.

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A. "Grievance" shall mean a dispute filed on the appropriate grievance form (Appendix C) concerning the interpretation or application of a specific term or provision of the Collective Bargaining Agreement, subject to those exclusions appearing in other articles of the agreement. The parties agree that counseling does not constitute disciplinary action. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the University'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. "Grievant" shall mean a member of the bargaining unit or group of members of the bargaining unit who has/have filed a grievance in a dispute over application of a provision of the Collective Bargaining Agreement. The UFF-FGCU may file a grievance in a dispute over application of a provision of this Agreement which confers rights upon the UFF-FGCU. Where several employees have essentially the same grievance, the parties may agree in writing to consolidate the grievances. Where the parties agree to consolidation, one grievance form may be attached bearing the signatures of the grievants. A separate mutual agreement must be obtained to maintain the grievances as consolidated at each step of the grievance and arbitration process.

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

20.5 Filing a Grievance. The filing of a grievance constitutes a waiver of any applicable rights to review of University action pursuant to the Administrative Procedure Act, Chapter 120, Florida Statutes, or to the review of such actions under university regulations, policies, and procedures which may otherwise be available to address such matters.

20.6 Grievance Procedure.

A. Step 1: Notification and Filing Process.

(1) If informal resolution has not satisfactorily resolved the issue(s) the faculty member may file a grievance at Step 1 or Step 2, as appropriate, after a minimum of twenty-one (21) days of informal resolution effort (Article 20.2.E.(2)), but no later than seven (7) days after the end of the informal resolution period or the end of any extensions, whichever is later.

(2) A grievance shall be filed with the Office of Academic Affairs which will designate a University representative at Step 1 within seven (7) days following the grievance filing. If the
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alleged violation occurred outside the college/unit level (University Level) the grievance shall be filed at Step 2 instead of Step 1.

(3) Whether filed at Step 1 or Step 2 the grievance may be amended without University consent only one time throughout the review process, prior to either the Step 1 or the Step 2 meeting. Only those acts or omissions and sections of the Collective Bargaining Agreement identified at the initial filing or as amended prior to the Step 2 meeting may be considered at subsequent steps.

(4) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of this article. The established date for the act or omission giving rise to such a grievance shall be the date of the employee's paycheck or direct deposit for the first full-pay period for the annual salary increases referenced in Article 23.

B. Grievance Form Requirements. Each grievance (Appendix C) and notice of arbitration (Appendix D) must be submitted in writing on the appropriate form and shall be signed by the grievant. Request for Step 2 Review shall be filed in writing by the grievant or the representative. If there is difficulty in meeting any time limit, the representative may sign such documents for the grievant; however, the grievant's signature shall be provided prior to the Step 2 meeting. All grievance forms and the request for Step 2 Review shall be dated when the grievance is received by the University. The grievance forms and the request for Step 2 Review may be filed by facsimile, United States mail, or any other recognized means of delivery, excluding electronic mail.

C. Time Limit Extensions. All time limits related to grievances may be extended by mutual agreement of the parties. Upon failure of the University to provide a decision within the time limits provided in this Article, the grievant or the UFF-FGCU, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF-FGCU, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

D. Step 1 Grievance Review.

1. Meeting(s). Within fourteen (14) days following receipt of the written filing of a grievance, the designated university representative and the grievant and/or the grievant's representative shall schedule a Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the grievant's representative (if selected pursuant to 20.8 Representation) and the designated university representative shall discuss the grievance. By mutual agreement the parties may schedule additional meetings to

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Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter continue discussing the grievance. Where practicable and prior to the Step 1 meeting(s), the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance that are not maintained on the University’s website or share drive.

2. Decision. The designated University representative shall issue a written decision stating the reasons therefore, to grievant’s Step 1 representative within thirty (30) days following the Step 1 meeting. Extensions may be granted upon mutual agreement of the parties. A copy of the decision shall be sent to the grievant, to the grievant’s representative, to UFF-FGCU if grievant elected self-representation or representation by legal counsel, and to the Office of Academic Affairs. The designated University Representative at Step 1 shall prepare a list of all documents referred to in the Step 1 decision and any additional documents presented by either party, and attach the list to the written decision.

E. Step 2.

1. Proceeding to Step 2 Following Step 1 Decision.

a. If the grievance is not satisfactorily resolved during Step 1 and the Step 1 decision was rendered in the college/unit, the grievant or representative may request a Step 2 review in writing by completing Appendix C and filing it with the Office of Academic Affairs.

b. However, if the Step 1 grievance was heard by a representative of the Office of Academic Affairs and the grievance was not satisfactorily resolved, the grievant or grievant’s representative shall not request a Step 2 review and the grievance may proceed directly to Step 3 Arbitration.

c. If the grievant or grievant’s representative files a Step 2 grievance and also files a Step 3 grievance, the grievance process will be terminated and the grievance shall be deemed to have been resolved by the decision at Step 1.

d. Filing Deadlines. The grievant or the grievant’s representative must file the request for a Step 2 review within seven (7) days from the expiration of the Step 1 review, or within seven (7) days from the receipt of the Step 1 decision unless there is an extension in writing. If the seven (7) day period expires without the grievant filing a request for Step 2 review, the grievance shall be considered time-barred for a Step 2 grievance and the grievance shall be deemed to have been resolved by the decision at Step 1. The expiration of the seven (7) day period shall be evidenced by a receipt executed by the office receiving the request for Step 2 review, or by the date of mailing as determined by the postmark.

2. By-Passing Step 1 and Proceeding Directly to Step 2 Review.

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a. A grievance may by-pass Step 1 and be filed directly at Step 2 if it alleges that one or more violations of the Collective Bargaining Agreement have occurred outside of the college/unit of the grievant (University Level).

b. A grievance filed directly at Step 2 shall be filed in writing (Appendix C) with the Office of Academic Affairs within seven (7) days following the conclusion of the informal resolution process in accordance with Article 20.2.E.(2).

3. Meeting(s). Within fourteen (14) days following receipt of the written filing of a Step 2 grievance, the designated university representative and the grievant and/or the grievant's representative shall schedule a Step 2 meeting. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the Step 2 grievance, and the grievant and/or the grievant's representative and the designated university representative shall discuss the grievance. By mutual agreement the parties may schedule additional meetings to continue discussing the grievance. Where practicable and prior to the Step 2 meeting(s), the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the Step 2 grievance and not previously provided or not available on the University's website or share drive.

4. Decision. The designated university representative shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within thirty (30) days following the Step 2 meeting. Extensions may be granted upon mutual agreement of the parties. A copy of the decision shall be sent to the grievant, to the grievant's representative, to UFF-FGCU if grievant elected self-representation or representation by legal counsel, and to the Office of Academic Affairs. The designated University Representative at Step 2 shall prepare a list of all documents referred to in the Step 2 decision and any additional documents presented by either party, and attach the list to the written Step 2 decision.

F. Step 3 Arbitration.

(1) Filing.

a. If the grievance has not been satisfactorily resolved at Step 2, UFF-FGCU FGCU-Chapter may, upon the request of the grievant, proceed to Step 3 Request for Arbitration (Appendix D) within the time limitations outlined in this Agreement.

b. In the case of a grievance where the Step 1 hearing and decision were conducted outside of the college/unit by a representative of the Office of Academic Affairs, the UFF-FGCU FGCU-Chapter may, upon the request of the grievant, proceed directly to Step 3 Request for Arbitration.

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after the Step 1 decision, or after the expiration of the time limitation for a Step 1 decision, by
filing Appendix D within the time limitations outlined in this Agreement (Article 20.5.F.1(c)).

c. All Step 3 Request for Arbitration must be filed with the Office of Academic Affairs within
thirty (30) days of the receipt of the Step 2 decision (or the Step 1 decision if provided by an
Office of Academic Affairs representative) by the grievant and the UFF-FGCU FGCU-Chapter.
The expiration of the thirty-day period shall be evidenced by a receipt executed by the Office of
Academic Affairs receiving the grievance, or by the date of mailing as determined by the
postmark.

d. All Step 3 Request for Arbitration shall be signed by the grievant and sent by the UFF-FGCU
FGCU-Chapter to the Office of Academic Affairs and the UFF-FGCU State President or State
Director of Arbitration (Appendix D). As the certified bargaining agent UFF-FGCU State Office
shall decide whether to proceed to arbitration.

e. The grievance may be withdrawn at any time by the grievant, or by the State UFF-FGCU
President or State UFF-FGCU Director of Arbitration 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 as described in
Article 20.5(F)(4) below.

(2) Selection of Arbitrator. Within fourteen (14) days after receipt of a notice of intent to
arbitrate from the UFF-FGCU State Office, either party may, with written notification to the
other, contact the Federal Mediation and Conciliation Service and request a list of five (5)
certified Arbitrators. Selection of the Arbitrator to hear the dispute shall be by mutual agreement
or by alternately striking names from the list until one name remains. The right of the first choice
to strike from the list shall be determined by the flip of a coin.

(3) Authority of the Arbitrator.

a. The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of the
Collective Bargaining Agreement. The arbitrator's decision shall be confined solely to the
application and/or interpretation of the Collective Bargaining Agreement and the precise issue(s)
submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or
conclusions not essential to the determination of the issues submitted.

b. Where an administrator has made a judgment involving the exercise of discretion, such as
decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's
judgment for that of the administrator. Nor shall the arbitrator review such decision except for

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the purpose of determining whether the decision has violated the Collective Bargaining Agreement. If the arbitrator determines that the Collective Bargaining Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

(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).

(5) Conduct of Hearing. The arbitrator shall hold the hearing in Fort Myers, Florida, unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of selection, unless the parties mutually agree to extend the time period in writing. The arbitrator shall issue the arbitration decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this procedure, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of the Collective Bargaining Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

(6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University, the UFF-FGCU, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Lee County, Florida, unless both parties specifically agree otherwise in a particular instance.

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(8) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a court reporter to record the proceedings and shall be solely responsible for the appearance fees of the court reporter and the cost of any transcripts of the proceedings which that party may order. The requesting party shall, at its expense, photocopy the copy of 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 thirty (30) days prior to the date the grievance was initially filed.

20.7 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, the grievant requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the grievance under this grievance procedure. As an exception to this provision, a grievant may file a federal 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.

20.8 Burden of Proof. In all grievances except disciplinary grievances, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the University.

20.9 Representation. The UFF-FGCU 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-FGCU, the employee shall file a grievance in accordance with Article 20.5. If UFF-FGCU is not the selected representative, then the University shall provide, as practicable, prompt notification to the UFF-FGCU that includes a copy of the grievance form (Appendix C). No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose the UFF-FGCU 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 other parties.

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20.10 Identification of Grievance Representatives. UFF-FGCU shall annually provide to the University a list of all persons authorized to act as UFF-FGCU grievance representatives and shall update the list as needed.

20.11 Duties of Grievance Representatives and Grievant.

A. The UFF-FGCU 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. Should any hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

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

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

20.12 Filings and Notification. All documents related to a grievance that are required or permitted to be issued or filed may be transmitted by facsimile, United States mail, or any other recognized delivery service, excluding electronic mail. Grievance 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. In the event that any action falls due on a Saturday, Sunday, holiday (as defined in this Agreement, Article 17.5), or administrative closure of the University, the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.

20.13 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or Step 2, shall constitute a precedent for any purpose unless agreed to in writing by the President of the University or designee and the UFF-FGCU acting through its President or representative.

20.14 Processing.

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A. The filing or pendency of any grievance or arbitration proceedings under this procedure 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 practicable, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or non-reappointment. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

B. The University may refuse consideration of a grievance not filed or processed in accordance with this article.

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

20.16 Inactive Grievances. A grievance which has been filed at Step 3 and on which no action has been taken by the grievant or UFF-FGCU State Office for sixty (60) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.
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Article 21

Other Employee Rights

21.1 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 university regulations.

21.2 The UFF-FGCU agrees with the Provost's continuing effort to obtain "non-recurring funding" for faculty development activities university-wide. Recognizing the non-recurring availability of such funds, the parties agree that the University may allocate the funds through the Faculty Senate, during 2015-2018. This clause (Article 21.2) may be discussed annually and shall not count as a reopener under Article 29.

21.3 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.

21.4 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.

21.5 Limitation on Personal Liability.

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For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
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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 General Counsel’s office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

21.6 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.


Consistent with law and the provisions of this agreement, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.8 Protection for Whistleblowers.

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

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
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Article 22

Professional Development Program and Sabbaticals

22.1 Professional Development Leave.

A. Policy. Professional development leave shall be made available to employees who meet the requirements set forth below. Such leaves are granted to increase an employee’s value to the University through enhanced opportunities for professional renewal, educational travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

B. Types of Professional Development Leave. Each year, the University or its representatives will 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 employees, subject to the conditions set forth below.

C. Eligibility for Professional Development Leave. Full-time employees serving in multi-year appointments with three (3) or more years of service shall be eligible for professional development leaves, except those employees who are tenured or in multi-year appointments as assistant professor, associate professor, or professor. 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. Eligible employees shall be notified annually regarding eligibility requirements and application deadlines.

D. Application and Selection.

(1) Application for professional development leave shall contain an appropriate outline of the project or work to be accomplished during the leave.

(2) The University or its representative shall select applicants when the university believes that completion of the project or work would improve the productivity of the department or function of which the employee is a part. Criteria for selection of professional development leave applicants shall be specified by the University and made available to eligible employees.

(3) No more than one (1) employee in each department/unit need be granted leave at the same time.

E. Terms of Professional Development Leave.

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For the Florida Gulf Coast University
Board of Trustees

Approved: [Signature]
For the United Faculty of Florida

Date: 7/1/15

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(1) The employee must return to university employment for at least one (1) academic year following the conclusion of such leave. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

(2) An employee who fails to spend the time as stated in the application shall reimburse the University for the salary or other forms of compensation received during such leave. All recipients must execute a Promissory Note (Appendix G) in an amount equivalent to the compensation, akin to that indicated in 22.3E (6), to be received. Terms of the reimbursement are outlined within the related Promissory Note. The Promissory Note may be adjusted to be equivalent to the compensation received during the developmental leave.

(3) Employees shall not normally be eligible for a second professional development leave until three (3) years of continuous service are completed following the previous leave.

(4) Within 30 days upon returning from professional development leave, the employee must provide a brief written report of the employee's accomplishments during the professional development leave to the President or representative upon return to the University.

(5) Contributions normally made by the University to retirement and Social Security programs shall be continued 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 professional development leave.

(6) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the professional development leave.

(7) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. Grants for such financial assistance from other sources may, but need not, be administered through the university. If financial assistance is received in the form of salary, the university salary shall normally be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 19, Conflict of Interest and Outside Activity.

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For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: 
For the United Faculty of Florida
Date: 7/13/15
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22.2 Other Study Leave.

A. Job-Required. An employee required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.

B. Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work, provided that:

1. The course work is directly related to the employee's professional responsibilities;

2. The supervisor determines that the absence will not interfere with the proper operation of the work unit;

3. The supervisor believes that completion of the course work would improve the productivity of the department or function of which the employee is a part; and

4. The employee's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period.

C. Employees may, in accordance with this Article, use accrued annual leave for job related study.

22.3 Sabbaticals.

A. Policy. Sabbaticals for professional development are to be made available to employees who meet the requirements set forth below. Such sabbaticals are granted to increase an employee's value to the University through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

B. Types of Sabbaticals.

1. The University will make available to each employee whose application has been reviewed by the University a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay, subject to the conditions set forth below. The University may, with the approval of the UFF-FGCU, provide sabbaticals that are equivalent to the two (2) semester half-pay sabbaticals.

2. Each year, the University will make available at least one (1) sabbatical at full-pay for one (1) semester for each forty (40) eligible employees, subject to the conditions set forth below. The

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For the Florida Gulf Coast University Board of Trustees

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For the United Faculty of Florida

Date: 7/3/15
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University may, with the approval of the UFF-FGCU, provide sabbaticals that are equivalent to
the one (1) semester, full-pay sabbaticals.

C. Eligibility for Sabbaticals. Faculty shall be eligible for the sabbaticals described in 22.3B(1)
and (2) above as follows: Full-time tenured or multi-year contract employees at rank of assistant,
associate, or full professor with at least six (6) years of full-time service at the University shall be
eligible to apply for sabbaticals. An employee who is compensated through a contract or grant
may receive a sabbatical only if the contract or grant allows a sabbatical and the employee meets
all other eligibility requirements. Employees shall not normally be eligible to apply for a second
sabbatical until six (6) years of continuous service are completed following the first sabbatical.

D. Application and Selection.

(1) Applications for sabbaticals shall be submitted in accordance with university Sabbatical
Guidelines established in consultation with a representative of the President (Article 2).

(2) 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 Article 22.3(D) (3) below.

(3) Sabbaticals at half-pay shall be granted unless the University has determined that the
conditions set forth in this Section have not been met that departmental/unit staffing
considerations preclude such sabbatical from being granted. In this latter instance, the employee
shall be provided the sabbatical 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.

(4) Sabbatical Review Committee.

(a) If there are more applicants for one (1) semester sabbaticals at full-pay than available
sabbaticals, a committee shall rank the applicants based on their respective applications.
The Sabbatical Review Committee shall be elected from among the employees with more
than six (6) years of experience at FGCU in a ranked faculty position (assistant professor,
associate professor, professor). This shall be a standing committee with the sole purpose
of reviewing and providing recommendations for sabbaticals consistent with this article.

(b) The committee membership shall be comprised of one (1) elected faculty per college with
six (6) or more years as a ranked faculty member at FGCU. Each committee member

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Date: 7/1/15

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shall serve a two (2) academic-year term except where a member is elected to complete the term for a previously elected committee member. The committee membership shall be staggered such that approximately half of committee shall be elected each year.

(c) A member of the committee who wishes to apply for a sabbatical, whether two semesters at half pay or one semester at full-pay, shall resign from the committee prior to submission of an application.

(d) It shall be the responsibility of each college to submit the name of its committee member to Academic Affairs by September 30th each year. Additionally a committee member shall be eligible for appointment up to a maximum of two successive terms (4 years). Academic Affairs shall assign an ex-officio member to assist the Committee.

(e) For continuity, it is recommended that the committee chairperson be selected by the committee from among one of the committee members in at least their second year of appointment.

(f) 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 activities; and length of service since previous sabbatical or initial appointment. The committee shall submit ranked lists of recommended employees to the President or representative. The President or representative shall make appointments from the lists and consult with the committee prior to an appointment that does not follow the committee’s rankings.

(5) No more than one (1) employee in a department/unit need be awarded a sabbatical at the same time.

E. Terms of Sabbatical Program.

(1) While on sabbatical, the employee's salary shall be one half-pay for two (2) semesters (one (1) academic year), or full-pay for one semester.

(2) The employee must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

Approved: Jennifer Baker
For the Florida Gulf Coast University
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For the United Faculty of Florida

Date: 7/1/15
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(3) The employee must, within thirty (30) days upon returning from the sabbatical, provide a concise written report of the employee's accomplishments during the sabbatical to the President or representative. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

(4) Contributions normally made by the University to retirement and Social Security programs shall be continued 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.

(5) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the sabbatical.

(6) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. Faculty on one-half pay may receive salary from University grants or contracts at a level that would make total compensation no greater than the faculty member's full-time salary rate for the sabbatical period. In order for the faculty member to use grant or contract funds through the University to supplement salary while on sabbatical leave the following conditions must be met: (1) the nature of the grant/contract activity must be congruent with the proposed sabbatical activities and participation in the grant/contract activities must contribute to the accomplishment of the sabbatical objectives; (2) the granting/contracting agency must allow for such an arrangement; (3) gross salary drawn from the grant/contract during the sabbatical period cannot exceed one-half of the faculty member's gross FGCU salary for those on half-pay sabbaticals; (4) the faculty member must be named in the grant/contract and appear as a budgeted salary line item; and (5) the faculty member must submit a signed statement from the faculty member's chair/director or campus chief executive officer verifying that the above conditions have been satisfied, either as part of the sabbatical application or prior to taking the sabbatical as appropriate. 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 income 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 provisions of Article 20, Conflict of Interest and Outside Activity.

(7) Upon acceptance of the Sabbatical Award, the employee is required to sign and notarize the Sabbatical Promissory Note (Appendix H) upon acceptance and have it notarized.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

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For the United Faculty of Florida
Date: 7/3/15
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22.4 Retraining. The University may, at its discretion, provide opportunities for retraining of employees when it is in the University's best interests. Such opportunities may be provided to employees who are 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 Article 24.7, and Sabbaticals or Professional Development Leaves under this Article.

Approved: [Signature]
For the Florida Gulf Coast University
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Date: 7/1/15

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For the United Faculty of Florida
Date: 7/3/15
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Article 23

Salaries

23.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education, scholarship, and service to the institution, community, and profession. To that end, the parties are committed to working toward the strategic goals of Florida Gulf Coast University, especially high quality education, quality improvement, and hiring and retaining talented and dedicated faculty through competitive compensation and support. This is a policy statement and is not subject to Article 20, Grievance Procedure.

23.2 Promotions.

A. Promotion shall be granted to employees pursuant to the promotion process in Article 14.

B. All employees receiving promotion to Instructor Level II or Academic Advisor Level II will receive a nine percent (9%) increase to their previous year’s base salary.

C. All employees receiving promotion to Instructor Level III or Academic Advisor Level III will receive a twelve percent (12%) increase to their previous year’s base salary.

D. All employees receiving promotion to Associate Professor or Associate Librarian will receive a nine percent (9%) increase to their previous year’s base salary.

E. All employees receiving promotion to Professor or Librarian will receive a twelve percent (12%) increase to their previous year’s base salary.

F. For 2015-2016 promotion increases will be effective as of August 7, 2015.

23.3 Eligibility.

A. For 2015-16, an in-unit employee who was employed by the University on or before July 1, 2015, and anticipated to continue employment during the full 2015-2016 academic year, shall be eligible for any legislatively mandated adjustment to base salary and/or other identified compensation to employees, as applicable (Article 23.4), as well as any University-provided base salary increase and/or any non-recurring compensation to employees, as applicable for 2015-2016 (Article 23.4), if their most recent annual performance evaluation is at least “overall satisfactory.”

Approved: Jennifer Baker
For the Florida Gulf Coast University Board of Trustees

Date: 7/5/15

Approved:  
For the United Faculty of Florida

Date: 7/5/15
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B. Contract and Grant funded employees who are eligible pursuant to Article 23.3A above, shall receive compensation adjustments equivalent to similar employees on Education and General (E&G) funding, provided that such salary increases are permitted by the terms of the contract or grant or the rules of the funding agency.

23.4 Faculty Compensation

A. Salary Increase for Promotions for 2015-2016. The University shall provide a pool of such an amount as needed to fund promotion increases to faculty who have been promoted. For 2015-2016, the amount will be sufficient to provide base salary increases for in-unit faculty who were approved for promotion by the Board of Trustees at its June 2015 meeting. From the established pool, the respective faculty members shall, effective August 7, 2015, receive adjustments to their 2015-2016 base salary, consistent with the rank or level to which they were promoted and the percentage adjustment to base salary outlined in Article 23.2.A to E above.

B. Base Salary Adjustment.

For 2015-2016, the University shall provide all eligible employees a 3.5% base salary increase on the effective date of September 13, 2015. The base salary adjustment will be computed according to the rate of pay in place August 7, 2015. Eligible faculty will receive the greater of $1400 annually (if base annual salary is less than $40,000) or a 3.5% increase (if base annual salary is at least $40,000) to base pay.

23.5 Administrative Stipends.

A temporary salary increase which is provided to an in-unit faculty for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Stipend and shall not result in the change of the faculty in-unit status. The University shall provide the employee a written notification of the stipend which states the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. Administrative stipends shall cease when the temporary administrative function ends.

23.6 Notification.

All employees who are to be promoted or are eligible to receive a base salary adjustment for 2015-2016 shall receive notice (Appendix E) at least two (2) weeks prior to the effective date of implementation, if practicable.

Approved: ________________________________
For the Florida Gulf Coast University
Board of Trustees

Approved: ________________________________
For the United Faculty of Florida

Date: ________________________________
Date: 7/5/15
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Article 24

Benefits

24.1 Policy. It is the policy of the University to provide all faculty with information concerning eligible employee benefit programs consistent with applicable Federal and State Law. Eligibility for University offered benefit programs and/or the timeframes for enrollment in such benefits may be governed by the respective benefit provider. The Department of Human Resources will communicate benefit offerings and assist faculty in the enrollment process and, when notified, in making qualified status changes. This is a policy statement and is not subject to Article 20, Informal Resolution, Grievance Procedure and Arbitration.

24.2 Benefits Improvements. The University and UFF-FGCU support legislation to provide adequate and affordable health insurance and other State-sponsored benefits to all employees.

24.3 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 State law and the rules of the Department of Management Services and the Division of Retirement. Part-time employees should contact the Department of Human Resources at the University to determine the nature and extent of the benefits for which they are eligible.

24.4 Retirement Credit Under the Florida Retirement System (FRS). Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted.

Employees who are to take such a leave of absence should contact the Department of Human Resources at the University for complete information prior to taking the leave.

24.5 Benefits for Retired Employees

A. Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to university regulations and policies, to receive the following benefits from the University:

1. Retired employee identification card;

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For the Florida Gulf Coast University
Board of Trustees
Date: 7/11/15

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For the United Faculty of Florida
Date: 7/3/15
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(2) Use of the University library (i.e. public rooms, lending and research service);

(3) Listing in the University directory;

(4) Placement on designated University mailing lists;

(5) A University parking decal;

(6) Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);

(7) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Section 1009.26(4), Florida Statutes; and

(8) A mailbox in the department/unit from which the employee retired, subject to space availability.

(9) University e-mail address.

B. In accordance with university police, 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 SUS Optional Retirement Program and for whom provisions have been made, as stipulated in Article 24.6(A) below of this Agreement, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

24.6 Optional Retirement Program.

A. The State University System Optional Retirement Program is provided for employees who are employed for no less than one academic year in accordance with Florida Statutes and applicable rules of the Division of Retirement.

B. The parties agree to inform eligible employees regarding the existence of the Optional Retirement Program.

Approved: Jennifer Baker
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: E. Allardist A. Elliott
For the United Faculty of Florida
Date: 7/3/15
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C. If the UFF-FGCU is concerned with the performance of any aspect of the Optional Retirement Program, the UFF-FGCU has a right to consult with the University regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the University’s statutory authority.

24.7 Phased Retirement Program.

A. Eligibility.

(1) Employees 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 Article 24.7 (A) (2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire 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).

(2) 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.

(1) All participants must retire and thereby relinquish all rights to tenure as described in Article 15, Multi-year Appointments and Tenure Status Extension, Probation, Non-Reappointment, except as stated otherwise in this Article. Participant’s retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

(2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

(3) Re-employment.

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For the Florida Gulf Coast University
Board of Trustees
Date: ________________

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Date: ________________
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a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for six (6) calendar months following the effective date of retirement in order to validate their retirement, as required by the Florid Division of Retirement. Participants must comply with the re-employment limitations that apply to the seventh (7th) through twelfth (12th) month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

b. Participants 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, however the University and employee may agree to less than one-half of the academic year. The written reemployment offer shall contain the text of Article 24.7(B) (3)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 participant and the University agree otherwise, beginning with the academic year next following the date of retirement the date of retirement and subject to the condition outlined in Article 24.7(B)3a above.

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 reemployment offer. Failure to notify the University regarding re-employment may result in the employee’s forfeiting re-employment for that academic year.

(4) 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 (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 shall include the participant’s spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant’s household.

b. Such leave may be accumulated; however, upon termination of the post-retirement Approved: Jennifer Baker
For the Florida Gulf Coast University
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Date: 7/1/15

Approved: Carter W. Elliott
For the United Faculty of Florida
Date: 7/3/15
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re-employment period, the participant shall not be reimbursed for unused leave.

(5) Personal Non-Medical Leave.

a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of reemployment 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 (1/2 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.

b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

(6) Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

c. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Article 16 of the Agreement. During the period of reemployment, participants are to be treated, based on status at point of retirement, as tenured employees or non-tenure earning employees with five (5) or more years of continuous service, as appropriate, for purposes of Article 13.2(B) of the Agreement.

(7) Declining Re-employment. A participant may decline an offer of reemployment during any academic year. Such a decision shall not extend the period of reemployment beyond the period described in Article 24.7(B) (6a) above. 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.

Approved: ________________________________  Approved: ________________________________
For the Florida Gulf Coast University  For the United Faculty of Florida
Board of Trustees

Date: 7/1/15  Date: 7/3/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

(8) 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.

(9) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the FGCU/UFF-FGCU Agreement, and university policies, subject to the conditions contained in this Article.

(10) Payroll Deductions. The UFF-FGCU payroll deductions, as specified in Article 25, if applicable, shall be continued for a program participant during each reemployment period.

(11) Contacts and Grants. Nothing shall prevent the employer or the participant, consistent with the law and rule, from supplementing the participant’s employment with contracts or grants.

(12) The employee’s decision to participate in the Phased Retirement Program and to resign the employee’s established position is irrevocable after the required approval document has been executed by all parties.

C. PRP Information Document. Written information describing the current provisions of the Phased Retirement Program in this Agreement is available through the FGCU Human Resources website.

24.7 Free University Courses for Employees. The University shall provide the following employee Tuition and Fee Voucher Policy, as approved by the Board of Trustees on October 6, 2004. Full-time employees, including employees on sabbaticals or on professional development leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) at the University without payment of tuition and fees. The program allows employees to allocate their unused tuition and fee voucher per term to their spouse and/or eligible dependents.

24.9 Employee Assistance Programs. Employees shall have access to any Employee Assistance Program (EAP) of the University. Such program may include assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the local UFF-FGCU Chapter.

Approved:

For the Florida Gulf Coast University Board of Trustees

Date: 7/11/15

Approved:

For the United Faculty of Florida

Date: 7/13/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

24.10 Pre-tax Benefits Program. In accordance with IRS regulation and federal and state laws the University shall continue to offer the State of Florida’s pre-tax benefits program for salaried employees which includes but are not limited to: (1) pay for their applicable State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: E. Jerry W. Elliott
For the United Faculty of Florida
Date: 7/8/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Cost University BOT and UFF FGCU-Chapter

Article 25

Payroll Deduction

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

25.1 Deductions.

A. During the term of this Agreement, the University agrees to deduct the UFF-FGCU membership dues in an amount established by the UFF-FGCU and certified in writing by the UFF-FGCU State President to the University, and to make other UFF-FGCU deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" to this Agreement.

B. Deductions 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-FGCU shall give written notice to the University of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

C. In addition to dues deductions, UFF-FGCU may offer other related deductions such as voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of State and University rules and regulations.

25.2 Remittance. The dues and other authorized deductions shall be remitted to UFF-FGCU on a biweekly basis within thirty (30) days following the pay date. The University, at its option, shall remit all funds using either electronic funds transfer (EFT) or by University vendor check. At the time of each remittance a list of the employees from whose salaries such deductions were made and the amounts deducted shall be provided to the UFF-FGCU State Office and UFF-FGCU Chapter.

25.3 Termination of Deduction. The University'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 the University, and to the UFF-FGCU revoking that employee's prior deduction authorization, or

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida

Date: 7/1/15

Page 1 of 2
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

B. the transfer of the authorizing employee out of the bargaining unit.

25.4 Reinstatement of Deduction. For employees who have previously filed authorization for dues deduction and are in leave without pay status, or who participate in the Phased Retirement Program, the University shall reinstate dues deductions upon return to salaried employment in the bargaining unit position.

25.5 Indemnification. The UFF-FGCU assumes responsibility for:

A. All claims against the University, including the cost of defending such actions, arising from their compliance with this Article, and for

B. All monies deducted under this Article and remitted to the UFF-FGCU. The UFF-FGCU shall promptly refund to the University excess monies received under this Article.

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

25.7 Termination of Agreement. The University's responsibilities under this Article shall terminate automatically upon:

A. Decertification of the UFF-FGCU or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or

B. Revocation of the UFF-FGCU's deduction privilege by the Florida Public Employees Relations Commission.

Approved:
Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 26

Maintenance of Benefits

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

26.2 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 Gulf Coast University Board of Trustees as the public employer. Tenure status, rank, earned benefits, years of service, history of assignments and record of evaluations which an employee had at the University prior to the creation of the Florida Gulf Coast University Board of Trustees, shall be recognized, credited or used, as applicable, unless a specific term or provision of this Agreement states otherwise.

Approved: Jennifer Baker
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: Scott B. Elliott
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 27

Miscellaneous Provisions

27.1 No Strike or Lockout. The University agrees that there will be no lockout during the term of this Agreement. The UFF-FGCU agrees that there will be no strike by it or by any employees during the term of this Agreement.

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

27.3 Legislative Action. The University and UFF-FGCU agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.

27.4 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 Lee County, Florida. In an action commenced in Lee County, neither the University nor the UFF-FGCU will move for a change of venue based upon the defendant's residence in fact if other than Lee County.

27.5 Copies of the Agreement.

(1) The University shall maintain a copy of the ratified agreement and all supplements to the ratified agreement on the University website, including a listing of the location of the document, and shall provide the website address to new employees hired in an in-unit classification upon hiring.

(2) The University shall provide one thousand (1,000) printed copies of the agreement for distribution. The University shall order and pay for the printing and the UFF-FGCU Chapter shall pay fifty percent (50%) of the cost upon receipt of an invoice from the University.

(3) If the employee does not receive the website address from the University as part of the hiring process, the employee may obtain same from UFF-FGCU. UFF-FGCU may distribute an electronic notice of the website address of the Agreement to current employees in the unit when the Agreement is ratified.

27.6 Class Titles.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

A. Whenever the University creates a new faculty classification, it shall designate such classification as being either within or outside the bargaining unit and shall notify the UFF-FGCU. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF-FGCU of such new designation twenty (20) days prior to the effective date of said change. Within ten (10) days following such notification, the UFF-FGCU may request a meeting with the University for the purpose of discussing the designation. If, following such discussion, the UFF-FGCU disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

B. An employee may request a review of the appropriateness of the employee’s classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure and Arbitration.

27.7 Salary Rate Calculations 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.

27.8 Titles, Headings and Index. The titles of articles, headings which precede text, the table of contents, and index 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 and are not subject to the grievance procedure.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: Jeffery A. Elliott
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 28

Severability

28.1 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) shall have the effect of a loss to the University of funds, property, or services made available through federal law, or (d) pursuant to 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.

28.2 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.

Approved: Jennifer Baker
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: ____________________
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF-FGCU-Chapter

Article 29

Amendment and Duration

29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as otherwise agreed by the parties, and shall remain in effect until midnight August 7, 2018. Article 23 (Salaries) shall be subject to renegotiations in year two (2016-17) and three (2017-18) of this Agreement. In addition, both parties may reopen two additional articles of their choice in each round of re-opener negotiations; however, neither party may reopen Articles 3, 4, 13, 14, or 15, unless both parties mutually agree to do so. Renegotiations shall begin no later than May 1.

29.2 Amendments. In the event the University and the UFF-FGCU negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

29.3 Renegotiations for a successor agreement shall begin no later than October 1, 2017.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: Clinton W ElCoast
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 30

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.

-- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the UFF-FGCU pursuant to the certification of the Florida Public Employees Relations Commission dated May 13, 2003, wherein the Commission adopted the bargaining unit agreed to by the University and UFF-FGCU.

-- "base salary" means the annual salary based upon the appointment, nine to twelve month, and does not include paid additives, such as stipends and overload.

-- "Board," or "Board of Trustees" means the body established by sections 1001.71-1001.74, Florida Statutes, responsible for governing Florida Gulf Coast University.

-- "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.

-- "Collective Bargaining Agreement" or "Agreement" means the ratified contract between the Florida Gulf Coast University Board of Trustees and the United Faculty of Florida, including any ratified supplements thereto, governing the terms and conditions of employment for the bargaining unit members.

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

-- "continuous service" means employment uninterrupted by a break in service. For academic year employees, one year of continuous service is equivalent to the academic year employment period consisting of a fall and spring semester of approximately 39 contiguous weeks.

-- "days" means calendar days.

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: Elbert W. Eilibott
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Cost University BOT and UFF FGCU-Chapter

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

-- "Director of Arbitration" means UFF State Office administrator holding such designation (Reference Appendix D)

-- "employee" means a member of the bargaining unit.

-- "equitable" means fair and reasonable under the circumstances.

-- "expectations" means the same as "objectives". For the purpose of annual evaluation the terms are equivalent.

-- "faculty" means a member of the bargaining unit.

-- "months" means calendar months.

-- "number" The singular includes the plural.

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

-- "promotion portfolio" means the materials collected by a faculty member to document how he or she meets the unit criteria and standards for promotion.

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

-- "supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.

-- "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Board of Governors.

-- "State UFF-FGCU President" means United Faculty of Florida administrator at the state office holding such designation. (Reference Appendix D).

-- "UFF-FGCU" means United Faculty of Florida, FGCU Chapter.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

-- "UFF State Office" means the Florida state office of United Faculty of Florida.

-- "University" means the Florida Gulf Coast University Board of Trustees acting through the President and its staff.

-- "year" means a period of twelve (12) consecutive months.

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Cost University BOT and UFF FGCU-Chapter

Article 31

Totality of Agreement

31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement, the University and the UFF-FGCU had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 No Obligation to Bargain. During the term of this Agreement, the University and the UFF-FGCU agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement. This clause (Article 31.2) may be reopened annually and shall not count as a reopener under Article 29.

31.3 Consultation and Impact Bargaining. If the University concludes that new or revised regulations or policies are needed, they shall develop such regulations or policies as applicable and shall provide the UFF-FGCU, upon their written request, with the ability to consult about the regulations or policies prior to their adoption. If the University develops new regulations or policies, or revises regulations or policies that have an adverse effect on in-unit faculty, the University shall engage in bargaining on the impact of such new or revised regulations or policies.

31.4 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/3/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Appendix B

FLORIDA GULF COAST UNIVERSITY
UFF MEMBERSHIP AND DUES DEDUCTION AUTHORIZATION

Social Security Number: Institution: Florida Gulf Coast University
Department: Campus:
NAME Circle One: Dr. Mr. Mrs. Ms.
First: Middle: Last:
Street Address:
City: State: Zip:
Home Phone: Work Phone:
Email: Cell Phone:
Please see page 2
for codes Subject Code
Position Code
Gender Yr. Of Birth

*This Optional Information is provided to the UFF State Office

*Ethnic Code *Registered Voter
*Party Affil. Code

UFF dues are one percent (1%) of regular salary for bargaining unit members of the United Faculty of Florida. UFF dues payments are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Please enroll me as a member of the United Faculty of Florida (UFF).

Employee Signature Date

Dues Payroll Deduction: I authorize Florida Gulf Coast University to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than 7 days from the date this authorization is received by the University, membership dues of the UFF in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University by the UFF, and I direct that the sum so deducted be paid over to the UFF.

The above deduction authorization shall continue until either (1) revoked by me at any time upon 30 days written notice to the University Human Resources Department, and to UFF-FGCU Chapter, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Deduction Authorization is revoked in the manner heretofore stated, this authorization shall remain in full force and effect in accordance with the provisions of Section 447.307 Florida Statute.

Employee Signature Date FGCU UIN

Effective date if later than above:

UFF-Political Action Committee (PAC) Payroll Deduction Authorization: (OPTIONAL) I authorize Florida Gulf Coast University to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than 7 days from the

Approved:

for the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Approved:

for the United Faculty of Florida

Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of $1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF. Contributions to 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 30 days written notice to the University Human Resources Department and to the UFF-FGCU Chapter, or (2) my transfer or promotion out of this bargaining unit.

Employee Signature ____________________________ Date ________________ FGCU UIN ____________

Return the completed form to your UFF FGCU-Chapter.

Appendix B

The following coding is requested by the State UFF Office. Please put the appropriate code number in the corresponding box on the FGCU UFF Membership and Dues Deduction Authorization form.

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<tr>
<th>Subject</th>
<th>Position</th>
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<td>05 Counselor/Psychologist</td>
</tr>
<tr>
<td>03 Architecture</td>
<td>07 Health Care Professional</td>
</tr>
<tr>
<td>05 Art</td>
<td>08 Librarian</td>
</tr>
<tr>
<td>06 Biological Science</td>
<td>12 Retired</td>
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<tr>
<td>07 Business</td>
<td>14 Director</td>
</tr>
<tr>
<td>08 Communications</td>
<td>16 Graduate Assistant</td>
</tr>
<tr>
<td>09 Computer Science</td>
<td>20 Adjunct Faculty</td>
</tr>
<tr>
<td>10 Chemistry</td>
<td>21 Admin Office Personnel</td>
</tr>
<tr>
<td>11 Education</td>
<td>22 Assistant Professor</td>
</tr>
<tr>
<td>12 Engineering</td>
<td>23 Associate Professor</td>
</tr>
<tr>
<td>13 English</td>
<td>24 Instructor</td>
</tr>
<tr>
<td>15 Foreign Language/Lit.</td>
<td>25 Lecturer</td>
</tr>
<tr>
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<td>26 Professor</td>
</tr>
<tr>
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<td>99 Other</td>
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<tr>
<td>22 Interdisciplinary Studies</td>
<td>Ethnic*</td>
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<td>23 Criminal Justice</td>
<td>1 American Indian/Alaska Native</td>
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<td>24 Library</td>
<td>2 Asian/Pacific Islander</td>
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<td>29 Physical Science</td>
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</table>

Approved: ____________________________ Date: 7/1/15

For the Florida Gulf Coast University Board of Trustees

Approved: ____________________________ Date: 7/1/15

For the United Faculty of Florida

Page 2 of 3
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

<table>
<thead>
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<th>Department</th>
<th>Code</th>
<th>Department</th>
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</thead>
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<td>Religion and Theology</td>
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<tr>
<td>99</td>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Party Affiliation**

- R Republican
- D Democrat
- I Independent
- O Other

**Registered Voter**

- Y Yes
- N No
- U Unknown

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15
Florida Gulf Coast University/United Faculty of Florida
Grievance

SECTION I: Demographic Information

I. Date (Received by University) __________________________________________________________________________

Grievant: ____________________

Step 1 Grievance Representative: ____________________

Name ____________________  Name ____________________

College ____________________ Mailing Address ____________________

Dept. ____________________

Office Phone ____________________ Office Phone ____________________

If grievant is represented by the UFF-FGCU or legal counsel, all university communications should go to the grievant’s representative.

If UFF-FGCU is not the selected representative, then the University shall provide prompt notification to the UFF-FGCU that includes a copy of this grievance form.

Other address to which university mailings pertaining to grievance shall be sent:

________________________________________________________________________________________________________

Check as applicable to the grievance

____ I am filing a Step 1 Grievance (all grievances except those at the University Level)

____ I am filing a Step 2 Grievance (grievance alleging violations outside the college/unit)

SECTION II: Grievance

Approved: ____________________

For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Approved: ____________________

For the United Faculty of Florida

Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Cost University BOT and UFF FGCU-Chapter

Article(s) and Section(s) of Agreement allegedly violated (this filing may be amended ONLY one (1) time without University consent either prior to the Step 1 meeting or prior to a Step 2 meeting if applicable):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

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

____________________________________________________________________________________

____________________________________________________________________________________

Remedy Sought: (See next page for additional requirements)

____________________________________________________________________________________

SECTION III: Informal Resolution

Informal methods used to resolve this matter (please specify):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

SECTION IV: Authorization/Representation (Must be completed prior to submission to the University):

Authorization

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

UFF-FGCU

Legal Counsel

Approved: ____________________________  Approved: ____________________________
For the Florida Gulf Coast University  For the United Faculty of Florida
Board of Trustees

Date: 7/1/15  Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Myself ______________________________________

I understand and agree that by filing this grievance, I waive whatever rights I may have under the Administrative Procedure Act, Chapter 120, Florida Statutes, with regard to the matters I have raised herein and if prior to seeking resolution of this dispute by filing this grievance hereunder, or while the grievance is in progress, I request, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the grievance under this grievance procedure. As an exception to this provision, I may file a federal EEOC charge while the grievance is in process when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. section 2000e et seq.

This grievance was filed with the Office of Academic Affairs on ______________ by (check one):

____ mail (certified or registered, restricted delivery, return receipt requested);

____ personal delivery;

____ other (please specify) ________________________________

Signature of Grievant __________________________ Date __________________________

(Grievant must sign prior to Step 1 meeting or the grievance will not proceed.)

The Step 1 decision shall be transmitted to Grievant's Step 1 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant, the Office of Academic Affairs, and the local UFF-FGCU Chapter if grievant elected self-representation or representation by legal counsel.

--------------------------------------------------------------------------------

SECTION V: Request for a Step 2 Review of a Step 1 Decision (To Be Completed ONLY When Requesting a Step 2 Review):

Date (Received by University) __________________________

Approved: ______________________________________
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: ______________________________________
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

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II. Rationale for Filing a Step 2 Review of a Step 1 Decision

Article(s) and Section(s) of Agreement allegedly violated (this grievance may be amended ONLY one (1) time without University consent if the original filing was not previously amended):

Statement of grievance (must include dates of acts or omissions complained of and rationale for the Request for the Step 2 Review):

Remedy Sought:

Authorization

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

UFF-FGCU

Legal Counsel

Myself

I understand and agree that by filing this grievance, I waive whatever rights I may have under the Administrative Procedure Act, Chapter 120, Florida Statutes, with regard to the matters I have raised herein and if prior to seeking resolution of this dispute by filing this grievance hereunder, or while the grievance is in progress, I request, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the grievance under this grievance procedure. As an exception to this provision, I may file a federal EEOC charge while the grievance is in process when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. section 2000e et seq.

This request for a Step 2 grievance review was filed with the Office of Academic Affairs

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida

Date: 7/1/15
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__________________________ by (check one):

_____ mail (certified or registered, restricted delivery, return receipt requested);

_____ personal delivery;

_____ other (please specify) ____________________________________________________

__________________________

Signature of Grievant

__________________________ Date

(Grievant must sign prior to the Step 2 meeting or the grievance will not proceed.)

The Step 2 decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant, and the local UFF-FGCU Chapter if grievant elected self-representation or representation by legal counsel.

__________________________

Approved: Penny Baker

For the Florida Gulf Coast University Board of Trustees

Date: 7/1/15

__________________________

Approved: __________________

For the United Faculty of Florida

Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

Appendix D

STEP 3 - Request for Arbitration

PART I

The United Faculty of Florida FGCU-Chapter hereby requests arbitration in connection with the Step ______ decision of FGCU dated ______________ and received by the UFF FGCU-Chapter on _____________ in this grievance of:

Name of the Grievant: ____________________________

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and FGCU or its representative to use, during the arbitration proceedings, copies of any materials in my evaluation or other University files pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant __________________________ Date __________________________

Name of UFF FGCU-Chapter Representative __________________________

Signature of UFF FGCU-Chapter Representative __________________________ Date __________________________

This Request for Arbitration was filed by UFF FGCU-Chapter with the FGCU Office of Academic Affairs and State UFF Office as follows:

<table>
<thead>
<tr>
<th>FGCU Office of Academic Affairs</th>
<th>UFF FGCU-Chapter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Check One and Enter Date</strong></td>
<td><strong>Check One and Enter Date</strong></td>
</tr>
<tr>
<td>US Mail (certified or registered, return receipt requested); or</td>
<td>US Mail (certified or registered, return receipt requested); or</td>
</tr>
</tbody>
</table>

Approved: Jennifer Baker  
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved:  
For the United Faculty of Florida
Date: 7/1/15
Language for the 2015-2018 Collective Bargaining Agreement

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<table>
<thead>
<tr>
<th>personal delivery (note recipient); or</th>
<th>personal delivery (note recipient); or</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other (please specify)</td>
<td>Other (please specify)</td>
</tr>
</tbody>
</table>

Received by FGCU Office of Academic Affairs:

(Name/Signature) Date

**Part II**

**Notice of Intent to Arbitration**

The United Faculty of Florida, State Office, hereby gives notice of its intent to proceed to arbitration in connection with the above referenced FGCU Grievance No:

(Assigned by UFF State Office)

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

This Notice of Intent to Arbitrate is file with the FGCU Office of Academic Affairs and a copy provided to UFF FGCU-Chapter as follows:

<table>
<thead>
<tr>
<th>FGCU Office of Academic Affairs</th>
<th>UFF State Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One and Enter Date</td>
<td>Check One and Enter Date</td>
</tr>
<tr>
<td>US Mail (certified or registered, return receipt requested); or</td>
<td>US Mail (certified or registered, return receipt requested); or</td>
</tr>
</tbody>
</table>

Approved: Jennifer Baker  
For the Florida Gulf Coast University Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/1/15

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| Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter |
| --- | --- |
| personal delivery (note recipient); or | personal delivery (note recipient); or |
| Other (please specify) | Other (please specify) |

Signature of State UFF President or Director of Arbitration

Date

This notice should be sent to:

**The Provost, Office of Academic Affairs,** Florida Gulf Coast University, 10501 FGCU Boulevard, Fort Myers, FL 33965-656

Received by FGCU Office of Academic Affairs:

(Name/Signature) Date

Approved: [Signature]

For the Florida Gulf Coast University Board of Trustees

Date: 7/1/15

Approved: 

For the United Faculty of Florida

Date: 

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Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Appendix E

Florida Gulf Coast University
2015-2016 Salary Increase Notification

Date: ____________________________________________
Name: __________________________________________
College/Department: ______________________________

In accordance with the provisions of Article 23 of the 2015-2018 UFF-FGCU Collective
Bargaining Agreement, salary increases shall be based upon base salary (total salary less stipends
if any).

Your salary for 2015-2016 is as follows:

A. 2014-2015 Base Salary: $ ____________________________

B. Promotion from ________________________________ to ________________________________:
Instructor I/Academic Advisor I to Instructor/Academic Advisor II – 9%;
Instructor II/Academic Advisor II to Instructor/Academic Advisor III – 12%;
Assistant to Associate – 9%;
Associate to Full – 12%

D. August 7, 2015 Base Salary: A + B $ ____________________________

E. Base Pay Adjustment (3.5% or $1400.00 whichever is greater % of August 7, 2015 Base
Salary): $ ____________________________

F. New Base Salary (Effective September 13, 2015): C + D $ ____________________________

G. Stipend, if any $ ____________________________

New Total Salary (New Base Salary + Stipend if any) = F + G $: ____________________________

This notification for your 2015-2016 compensation (salary increase) was prepared by Human
Resources in consultation with Academic Affairs. If you have any questions, you may contact
Academic Affairs.
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Cost University BOT and UFF FGCU-Chapter

Appendix F

Exclusive Assignment Dispute Resolution Procedure

F.1 Exclusive Method

A. The University and the UFF-FGCU agree to the following procedure as the exclusive method of resolving disputes under Article 9.3.F, of the Agreement which allege that an employee's assignment has been imposed arbitrarily or unreasonably.

B. An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the UFF-FGCU Collective Bargaining Agreement (CBA) only to enforce the Exclusive Assignment Dispute Resolution (EADR) procedure delineated below. Article 20 of the CBA can be used only to enforce the EADR procedure and not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

F.2 Time Limits

A. In order to be considered, the dispute must be filed using the “Exclusive Assignment Dispute Resolution Form” (Appendix F.6) within thirty (30) days after the receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment until the matter is finally resolved under these procedures.

B. All time limits contained herein may be extended by mutual agreement of the University and the employee or his/her representative. Upon failure of the employee or his/her representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.

C. All references to "days" herein refers to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m. In the event that any action falls due on a Saturday, Sunday, holiday (as defined in this Agreement, Article 17.5), or administrative closure of the University, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

F.3 Assignment Dispute Resolution Procedures

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
Date: 7/1/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/3/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

A. An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt of the assignment, file Part 1A of the EADR Form (Appendix F.6) with the individual responsible for making the assignment. The filing of the EADR Form shall be accompanied by a brief 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 EADR process except by agreement of the Office of Academic Affairs 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 EADR Form, the individual responsible for making the assignment shall meet with the employee and discuss the dispute. Within twenty-four (24) hours after this conference, the supervisor shall complete Part 1B of the EADR Form and deliver it to the employee.

C. If the employee continues to be aggrieved following the initial conference, the employee shall file the EADR Form, with Part 1A and Part 1B completed, with the Dean or other appropriate administrator no later than four (4) days after the initial conference.

D. The representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four (4) days after filing the EADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF-FGCU 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 EADR Form and deliver it to the employee or his/her representative.

E. If consultation with the Dean or appropriate administrator does not resolve the matter, the employee or his/her representative may file, within four (4) days of that meeting, Part 3 of the EADR Form (with supporting documentation) with the Office of Academic Affairs representative, indicating an intention to submit the dispute to a Neutral Umpire.

F. Within seven (7) days of receipt of the completed EADR Form and other documentation, the Office of Academic Affairs representative may place a written explanation, brief statement of the University’s position, a list of expected witnesses, and other relevant documentation in the

Approved: [Signature]  For the Florida Gulf Coast University Board of Trustees

Date: 7/11/15

Approved: [Signature]  For the United Faculty of Florida

Date: 7/13/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Employee's Assignment Dispute Resolution File. As soon as practicable thereafter, a copy of all documents placed in the Employee's Assignment Dispute Resolution File shall be presented to the UFF-FGCU representative, who shall place a list of the employee's expected witnesses into the file.

G. At the time that the completed EADR Form is submitted to the Office of Academic Affairs representative, the employee or his/her representative shall schedule a meeting with the Office of Academic Affairs representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven (7) days after filing of the completed EADR Form. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right to strike first shall alternate in any subsequent Neutral Umpire selection.

H. The Office of Academic Affairs representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to serve, the Academic Affairs representative shall contact the employee or his/her representative as soon as practicable and schedule another selection meeting.

I. Upon the agreement of the Neutral Umpire to participate, the Office of Academic Affairs representative shall provide the Umpire with the Employee's Assignment Dispute Resolution File.

J. The Assignment Dispute Resolution Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the Employee's Assignment Dispute Resolution File. The Office of Academic Affairs representative shall notify the employee or his/her representative of the time and place of the Assignment Dispute Resolution Meeting no later than forty-eight (48) hours prior to it being convened.

K. No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise influence the decision of the Umpire.

L. The Assignment Dispute Resolution Meeting shall be conducted as follows:

(1) The employee, or an employee or his/her representative, and a Academic Affairs representative shall be the sole representatives of the parties. Each representative may present documentary evidence from the Employee's Assignment Dispute Resolution File.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 7/11/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/18/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

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 Umpire will conduct and have total authority at the Assignment Dispute Resolution Meeting. The Neutral Umpire may conduct the Assignment Dispute Resolution Meeting in whatever fashion, consistent with this Agreement that will aid in arriving at a just decision.

(3) The Umpire shall submit to all parties on Part 4 of the EADR Form within forty-eight (48) hours after the close of the Assignment Dispute Resolution Meeting a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Umpire’s determination.

(4) If the Umpire decides that the employee’s assignment was imposed arbitrarily or unreasonably, the Umpire may also suggest an appropriate remedy. This suggestion is not binding on the University but shall be used by the Office of Academic Affairs representative in fashioning an appropriate remedy.

F.4 Neutral Umpire Panel

A. The Office of Academic Affairs representative and the employee or his/her representative shall meet within two (2) weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than five (5) and no more than nine (9) individuals, not employed by the University, FGCU Board of Trustees or the Florida Board of Governors, who meet the following qualifications:

(1) familiarity with academic assignments;

(2) an ability to serve as Neutral Umpire on short notice;

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

(4) acceptability to both the University and the UFF-FGCU.

B. The Office of Academic Affairs representative and the employee or his/her representative are encouraged to select educators from other institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire Panel.

 Approved:  
For the Florida Gulf Coast University Board of Trustees  
Date: 7/1/15

Approved:  
For the United Faculty of Florida  
Date: 7/3/15
C. Panel membership may be reviewed, at the initiation of the University or the employee or his/her representative, through written notice provided before the end of the preceding fiscal year.

F.5 Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the University and the employee or UFF-FGCU.

Approved: [Signature]  
For the Florida Gulf Coast University Board of Trustees  
Date: 7/1/15

Approved: [Signature]  
For the United Faculty of Florida  
Date: 7/3/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

F.6 Exclusive Assignment Dispute Resolution Form

PART 1A: Statement of Dispute

Employee's Name

Department

Employee's Address

Person Making Assignment

Date Assignment Made

Beginning Date of Assignment

I believe the assignment was arbitrarily or unreasonably imposed because:


Employee's Signature

UFF-FGCU Representative's Signature

Date Filed

Date of Meeting

PART 1B: Supervisor's Response

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved:

Person making the assignment

Approved: Jennifer Baker
For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Date of Decision

Approved: [Signature]
For the United Faculty of Florida

Date:

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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 Appendix F, Section F.3.)

I understand and agree that by filing this grievance, I waive whatever rights I may have under the Administrative Procedure Act, Chapter 120, Florida Statutes, with regard to the matter 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-FGCU Notice of Intent to Refer Assignment Dispute to Neutral Umpire

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

Employee’s Name    Date of Receipt by Academic Affairs Representative

UFF-FGCU Representative    Receipt Acknowledged by Academic Affairs Representative

Approved:    For the Florida Gulf Coast University Board of Trustees
             For the United Faculty of Florida

Date:    Date: 7/1/15  7/2/15

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PART 4: Neutral Umpire's Decision

The disputed assignment was ___________________________ was not ______________________________ arbitrarily or unreasonably imposed.

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

____________________________________________________________________________________

____________________________________________________________________________________

Suggested Remedy (Optional): __________________________________________________________________________

____________________________________________________________________________________

Neutral Umpire's Name ___________________________ Employee's Name ___________________________

Neutral Umpire's Signature ___________________________ Date Decision Issued ___________________________

Approved: ___________________________
For the Florida Gulf Coast University Board of Trustees
Date: ____________

Approved: ___________________________
For the United Faculty of Florida
Date: ____________
Language for the 2015-2018 Collective Bargaining Agreement

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Appendix G

Professional Developmental Leave Promissory Note

Professional developmental leaves are granted to increase an employee’s value to the University through opportunities for research, writing, professional renewal, further education, or other experiences of professional value.

Name: _______________________________ Employee ID: _______________________________
College: _____________________________ Department (home): _____________________________
Phone: ______________________________ Email: ______________________________

I understand that this Professional Developmental Leave Promissory Note (Note) shall be canceled and rendered null and void upon fulfillment of the following conditions:

I. I must return to the University for at least one (1) full academic year immediately following the conclusion of such leave.
II. I will spend the professional development leave as stated in the application;
III. I must, within thirty (30) days upon returning from the professional development leave, provide a brief, but substantive, written report of the employee’s accomplishments during the professional development leave to the Provost, Dean, or their appropriate representative.

If I am unable for whatever reason to take this professional development leave, or seek an amendment to the approved professional development leave, I will inform my Chair and Dean’s office promptly of this decision. Consequently, any modification to this Note must be done in writing and acknowledged by both parties.

Should I decide not to abide by the terms of the professional development leave, I understand that I am still responsible for reimbursing FGCU for any compensation and/or benefits received related to the development leave. This reimbursement includes, but is not limited to, repayment of all salary, retirement, benefits, equipment and expenses paid for or to benefit me during the professional development leave. The university will forgive the Note in the case of death and upon receipt of proof of permanent disability.

Approved: ____________________________ Approved: ____________________________

For the Florida Gulf Coast University
Board of Trustees

Date: 7/11/15

For the United Faculty of Florida

Date: 7/3/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Should collection of payments made under this Promissory Note become necessary, I agree to pay all related costs and expenses incurred by the Employer including, without limitation, court related costs and expenses and reasonable attorneys’ fees disbursements (and including such costs, fees and disbursements incurred on appeal of any litigation). No extension of time for repayment of this Note and no alteration, amendment or waiver of any provision of this note shall release, discharge, modify, change or affect the liability of me under this note. This Note may be paid in full without penalty.

If for any reason one or more of the provisions of this Note or its application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, the affected provisions shall, to such extent, be held for naught as though not contained in this Note. This note shall otherwise remain valid, legal and enforceable in all respects and to such an extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if the invalid illegal or unenforceable provisions had never been contained in this Note.

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, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. I understand that it is my responsibility to report such earnings to the University as soon as I receive notice that I will be receiving them.

No delay by Employer in enforcing any covenant or right under this Note shall be deemed a waiver of any covenant or right, and no waiver by Employer of any particular provision of this Note shall be deemed a waiver of any other provision or a continuing waiver of the particular provision, and except as so expressly waived, all provisions of this Note shall continue in full force and effect.

Any conflict which cannot be resolved by the parties, must then seek resolution through non-binding mediation. Venue shall be had in Lee County, Florida. This Note shall be governed by and enforced in accordance with the laws of the State of Florida.

While on professional development leave, as an employee, I further acknowledge that the University’s Conflict of Interest/Outside Activity Policy will continue to apply during the leave period, and that it is my responsibility to update my Conflict of Interest/Outside Activity and annual disclosure at any time an activity begins or ends during this period.

Approved: ________________________________  Approved: ________________________________
For the Florida Gulf Coast University  For the United Faculty of Florida

Board of Trustees

Date: 7/1/15  Date: 7/3/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Cost University BOT and UFF FGCU-Chapter

By signing this form, I acknowledge and agree to the professional development leave requirements as outlined in this document and Article 22 of the most recent UFF-FGCU Collective Bargaining Agreement.

Employee Signature          Date          Dean Signature          Date

Employee Permanent Address:

Florida Gulf Coast University, 10501 FGCU Boulevard, South, Fort Myers, FL 33965-6565
University Address

STATE OF FLORIDA
COUNTY OF ________________________
The foregoing instrument was acknowledged before me this ___ day of __________, ______, by ________________________, who is personally known to me or ___ has produced identification and acknowledged that he/she/they signed the instrument voluntarily for the purpose expressed in it.

(Official Notary Signature)
(Name of Notary Typed, Printed, or Stamped)

Approved: __________________________  Approved: __________________________
For the Florida Gulf Coast University
Board of Trustees

Date: __________  Date: __________
Language for the 2015-2018 Collective Bargaining Agreement

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Appendix H

Sabbatical Promissory Note

Sabbaticals are granted to increase an employee’s value to the University through opportunities for research, writing, professional renewal, further education, or other experiences of professional value.

Name: ___________________________ Employee ID: ___________________________
College: ___________________ Department (home): ___________________
Phone: ___________________________ Email: ___________________________

I understand that this Sabbatical Promissory Note (Note) shall be canceled and rendered null and void upon fulfillment of the following conditions:

I. I must return to the University for at least one (1) full academic year following participation in the program. If I am unable for whatever reason to take the sabbatical, or seek an amendment to the sabbatical, I will inform my Chair and Dean’s office promptly of this decision. Consequently, any modification to this Note must be done so in writing and acknowledged by both parties.

II. I must, within thirty (30) days upon returning from the sabbatical, provide a substantive, but concise written report of the employee’s accomplishments during the sabbatical to the Provost, Dean, or appropriate representative. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect me as well as the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

Should I decide not to abide by the terms of the sabbatical program, I understand that I am responsible for reimbursing FGCU for compensation and/or benefits provided. This reimbursement includes, but is not limited to, repayment of all salary, retirement, benefits, equipment and expenses paid for or to benefit me during the sabbatical. The University will forgive the Note in the case of death and upon receipt of proof of permanent disability.

Approved: ___________________________  Approved: ___________________________
For the Florida Gulf Coast University  For the United Faculty of Florida
Board of Trustees

Date: ___________________________ Date: ___________________________
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BCT and UFF-FGCU Chapter

Should collection of payments made under this Promissory Note become necessary, I agree to pay all related costs and expenses incurred by the Employer including, without limitation, court related costs and expenses and reasonable attorneys’ fees disbursements (and including such costs, fees and disbursements incurred on appeal of any litigation). No extension of time for repayment of this Note or alteration, amendment or waiver of any provision of this note shall release, discharge, modify, change or affect the liability of me under this note. This Note may be paid in full without penalty.

If for any reason one or more of the provisions of this Note or its application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, the affected provisions shall, to such extent, be held for naught as though not contained in this Note. This Note shall otherwise remain valid, legal and enforceable in all respects and to such an extent as many be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this note, but this Note shall be construed as if the invalid illegal or unenforceable provisions had never been contained in this Note.

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, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. I understand that it is my responsibility to report such earnings to the University as soon as I receive notice that I will be receiving them.

No delay by Employer in enforcing any covenant or right under this Note shall be deemed a waiver of any covenant or right, and no waiver by Employer of any particular provision of this Note shall be deemed a waiver of any other provision or a continuing waiver of the particular provision, and except as so expressly waived, all provisions of this Note shall continue in full force and effect.

Any conflict which cannot be resolved by the parties, must then seek resolution through non-binding mediation. Venue shall be had in Lee County, Florida. This Note shall be governed by and enforced in accordance with the laws of the State of Florida.

While on sabbatical, as an employee, I further acknowledge that the University’s Conflict of Interest/Outside Activity Policy will continue to apply during the sabbatical period, and that it is my responsibility to update my Conflict of Interest/Outside Activity and annual disclosure at any time an activity begins or ends during this period.

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
Date: 7/11/15

Approved: [Signature]
For the United Faculty of Florida
Date: 7/13/15
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF-FGCU-Chapter

By signing this form, I acknowledge and agree to the sabbatical program requirements as outlined in this document and Article 22 of the most recent UFF-FGCU Collective Bargaining Agreement.

Employee Signature  Date  Dean Signature  Date

Employee Permanent Address:

Florida Gulf Coast University, 10501 FGCU Boulevard, South, Fort Myers, FL 33965-6565
University Address

STATE OF FLORIDA
COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this _____ day of ________________, ___, by ________________________, who is personally known to me or has produced identification and acknowledged that he/she/they signed the instrument voluntarily for the purpose expressed in it.

(Official Notary Signature)

(Name of Notary Typed, Printed, or Stamped)

Approved: ____________________________  Approved: ____________________________
For the Florida Gulf Coast University  For the United Faculty of Florida
Board of Trustees

Date: ____________________________  Date: ____________________________

Page 3 of 3
Language for the 2015-2018 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

IN WITNESS THEREOF, the parties have set their signatures this _____ day of
________________, 2015.

FOR FLORIDA GULF COAST
UNIVERSITY BOARD OF TRUSTEES

FOR THE UNITED FACULTY
OF FLORIDA – FLORIDA GULF
COAST UNIVERSITY CHAPTER

Wilson G. Bradshaw, President

Dr. Elizabeth Elliott,
President and Chief Negotiator

Jennifer Baker, Chief Negotiator

For Administration Bargaining Team:

Dr. Tony A. Barringer
Dr. Tanya Benford
Christine Lloyd
Dr. Joan Glacken
Dr. Charles Lindsey
Dr. Kathleen Miller
David Vazquez
Dr. Xiaoxue Wang

For UFF-FGCU Chapter Bargaining Team:

Dr. Jason Bahr
Dr. Win Everham
Dr. Shawn Keller
Robert Nichols
Patrick Niner
Morgan T. Paine
David Steckler

Approved: 
For the Florida Gulf Coast University
Board of Trustees

Date: 7/1/15

Approved: 
For the United Faculty of Florida

Date: 7/3/15
SUBJECT: Regulation: FGCU-PR4.002 Student Code of Conduct and Student Conduct Review Process

PROPOSED BOARD ACTION

Approve amendments to Regulation FGCU-PR4.002 Student Code of Conduct and Student Conduct Review Process

BACKGROUND INFORMATION

A committee of students, faculty, and staff from the Office of the General Counsel, the Office of Institutional Equity and Compliance, and the Division of Student Affairs met over the 2015 summer semester to review the Student Code of Conduct and Student Conduct Review Process. This committee developed the proposed revisions to the Code to define terms encompassed within this Regulation. The review also updates the definition of consent, various forms of sexual assault, and sexual violence to comply with the Violence Against Women Reauthorization Act of 2013.

Supporting Documentation Included: Notice and Text for Regulation FGCU-PR4.002 Student Code of Conduct and Student Conduct Review Process

Prepared by: Vice President for Student Affairs Mike Rollo

Legal Review by: Vice President and General Counsel Vee Leonard (July 27, 2015)

Submitted by: Vice President for Student Affairs Mike Rollo
FLORIDA GULF COAST UNIVERSITY

NOTICE OF REGULATORY ACTION

REGULATION TITLE:
Student Code of Conduct and Student Conduct Review Process

REGULATION NO:
FGCU-PR4.002

SUMMARY:
This regulation is amended to reflect current practices and revise terms and procedures in the Student Conduct Review Process.

FULL TEXT:
The full text of the regulation being proposed is attached and can also be found at http://www.fgcu.edu/generalcounsel/promulgation.asp

AUTHORITY:
§§1006.60, 1006.61, 1006.62, 1006.63, Florida Statutes; Board of Governors Regulations 1.001 and 6.0105

UNIVERSITY OFFICIAL INITIATING THE PROPOSED/REVISED REGULATION:
Michele Yovanovich, Dean of Students

UNIVERSITY OFFICIAL APPROVING THE PROPOSED/REVISED REGULATION:
Dr. J. Michael Rollo, Vice President for Student Affairs

OFFICE TO CONTACT REGARDING THE PROPOSED/REVISED REGULATION:
Office of the General Counsel
10501 FGCU Blvd. S., Fort Myers, FL 33965-6565
(P): 239.590.1101 | (F): 239.590.7470 | Email: gco@fgcu.edu

Any comments regarding the proposed/revised regulation should be submitted in writing on or before August 24, 2015, by 5:00 P.M. The comments must identify the regulation on which you are commenting.

*This Notice was posted on the FGCU Website on August 7, 2015.*
A. INTRODUCTION

The Student Code of Conduct exists: (1) to define the behavioral rights and responsibilities of Florida Gulf Coast University Students and Registered Student Organizations (2) to foster and enhance the academic mission of the University, (3) to protect the rights of all University students, faculty, and staff, (4) to protect University property, (5) to protect the University community from disruption and harm, and (6) to encourage appropriate standards of individual and group behavior.

B. SCOPE

The right of all students to seek knowledge, form opinions, and freely express their ideas is fully recognized by the University. The Student Code of Conduct applies to student conduct and will not be used to discipline the lawful expression of ideas.

These regulations shall apply to all Students and Registered Student Organizations as defined in this policy of the University and shall be deemed a part of the terms and conditions of admission and enrollment of all Students.

The University’s jurisdiction regarding discipline is generally limited to the conduct of any Student or Registered Student Organization that occurs on University Premises or while participating in University programs, including University Housing and study abroad or exchange programs. However, the University reserves the right to impose discipline based on any Student Conduct, regardless of location, that may adversely affect the University community.

The University’s conduct process may be instituted based upon a Student’s alleged conduct that, if committed, would violate criminal law or this Student Code of Conduct without regard to the pendency of civil or criminal litigation. Proceedings under this Student Code of Conduct may be carried out prior to, simultaneously with, or following civil or criminal proceedings at the discretion of the President or designee.

C. AUTHORITY

1. The University Board of Trustees has delegated to the University President the final responsibility and authority for the discipline of University students. The President has further delegated this authority to the Vice President for Student Affairs to enforce University regulations, policies, and state and federal law, related to the conduct of students.
2. Registered Student Organizations are also disciplined under this Regulation.

3. The following procedures are designed to promote fairness, and will be adhered to as faithfully as possible. If exceptional circumstances dictate deviation from these procedures, the deviation will not invalidate a decision unless the deviation prevents a fair hearing or abrogates the rights of a student.

4. Failure of a Student or Registered Student Organization to comply with federal or state laws or University regulations and policies may subject violator to appropriate action by University authorities or referral to the appropriate civil and criminal authorities. A determination of a serious violation of established laws or University regulations may be recorded in the Student’s or Organization’s disciplinary record in the Dean of Students’ Office and in the Office of the Registrar if the Student is suspended or expelled.

D. DEFINITIONS

1. Academic Integrity Committee (AIC): A hearing body comprised of students and faculty, trained to review alleged violation(s) of academic dishonesty and make a recommendation of findings and sanctions to the Dean of Students.

2. Administrative Hearing: A proceeding conducted before a Hearing Officer, at which time the Hearing Officer reviews the information presented, makes a finding of “responsible” or “not responsible” and may impose sanctions.

3. Advisor: Any one person (unrelated to the case at issue), including an attorney, chosen by the Charged Student or Organization or Impacted Student to assist him or her throughout the disciplinary process.

4. Charge Letter: Communication, in writing, which advises the Student or Registered Student Organization of allegations of violation(s) of the Student Code of Conduct.

5. Charged Organization: A Registered Student Organization that has been charged with an alleged violation of the Student Code of Conduct.

6. Charged Student: A Student who has been charged with an alleged violation of the Student Code of Conduct.

7. Chair: A Hearing Body member designated to lead the Hearing Body.

8. Class Day: Any day that either classes or final exams are scheduled. Saturday class days will not be counted in establishing time periods under the Code.

10. Complainant: Any person who makes a complaint or reports a violation of the Student Code of Conduct or other University regulations and policies.

11. Consent: The mutual assent by words or actions to engage in a particular sexual activity that must be made voluntarily and competently by all parties.

a) In order for consent to be given voluntarily it must be free from threat, force, intimidation, extortion, and/or undue influence.

b) In order for consent to be given competently, all parties must have the mental ability to understand the encounter and agree to participate. If one or more of the parties is incapacitated due to drug or alcohol use, or any other circumstance, and is unable to communicate consent, which circumstance may include unconsciousness, disability, involuntary physical constraint, sleep, or other forms of helplessness, then that person lacks the necessary capacity to consent.

12. The express communication or mutually understandable actions or words of the parties who are, or have been, involved.

a) A sexual encounter is considered consensual when individual(s) willingly and knowingly engage in sexual activity.

b) Consent cannot be procured by the use of physical force, compelling threats, intimidating behavior, or coercion.

c) The use of coercion can involve the use of pressure, manipulation, substances, and/or force. Ignoring the objections of another person or pressuring them is a form of coercion.

d) Knowingly engaging in sexual activity with someone who is incapacitated by alcohol or drug use, unconsciousness, disability, involuntary physical constraint, sleep, or other forms of helplessness does not constitute consent. Incapacitation is a state where a person cannot make a rational, reasonable decision because the person lacks the ability to understand his or her decision.

e) Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Previous relationships or previous consent for sexual activity cannot imply consent to sexual activity on a different occasion.

f) Silence cannot be interpreted as consent.

13. Conduct Review Conference: A proceeding at which the Charged Student has the right to review all of the information currently available that resulted in the alleged violations indicated in the Charge Letter and the options available to resolve the case.
13. **Dating Violence**: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the Impacted Person. Dating violence includes, but is not limited to, sexual or physical abuse or threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

14. **Disciplinary Probation**: A sanction during which the student is not in good standing and may have restrictions placed upon the student’s participation in University activities.

15. **Domestic Violence**: Crimes of violence committed by a current or former spouse or intimate partner of the Impacted Person; by a person with whom the Impacted Person shares a child in common; by a person who is cohabitating with, or has cohabitated with, the Impacted Person as a spouse or intimate partner; by a person similarly situated to a spouse of the Impacted Person under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or by any other person against an adult or youth Impacted Person who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

16. **Facilitator**: A University employee who coordinates and assists the Hearing Body in conducting hearings under this Regulation.

17. **Formal Hearing**: A proceeding before a hearing officer or hearing body.

18. **Good Disciplinary Standing**: For purposes of the Code, a student who is free of disciplinary probation or disciplinary holds.

19. **Guest(s)**: Any individual (student or non-student) that is not assigned to live in the particular room/apartment or is on the Premises where the alleged violation occurred.

20. **Hearing Body**: A committee established to resolve allegations of violations of the Student Code of Conduct and, if so determined, to recommend sanctions. The Student Conduct Committee, the Academic Integrity Committee, and the Residential Conduct Committee are hearing bodies.

21. **Hearing Officer**: A University employee designated to resolve allegations of violations of the Student Code of Conduct.

22. **Hold**: An administrative notification that precludes administrative activity in the Student’s academic record.

23. **Impacted Person**: The person who is the victim of the alleged violation of the Student Code of Conduct.

24. **Impacted Student**: The student who is the victim of the alleged violation of the Student Code of Conduct.
25. **Informal Administrative Hearing:** An informal process conducted by a Hearing Officer in which the charges are reviewed with the student and, if the student chooses to accept responsibility for at least one of the charges as presented, and a determination of responsibility is made, then the Hearing Officer may impose sanctions.

25, 26. **Intimate Partner:** Persons who are or who have been dating, cohabitating, married, separated or divorced, and may be of the same or opposite sex.

26, 27. **Notice:** Communication from the University to an impacted student, Charge Student or Charged Organization through the official University student email address (EagleMail) or U.S. Mail to inform an impacted student, Charged Student or Charged Organization about the Student Conduct Process, up to and including informing of determination of responsibility.

28. **Premises:** All land, buildings, facilities, and other properties in the possession of or owned, used, leased, or operated by the University or one of its direct support organizations.

27, 29. **Preponderance of Information:** Information, considered as a whole, that indicates the facts sought to be proved are more likely than not.

28, 30. **Registered Sport Clubs:** Organizations recognized by the Sport Club Council.

29, 31. **Registered Student Organization ("RSO" or "Organization"):** A group of students who have complied with the requirements for registration as a group by the University. This term includes all academic, athletic, general interest student organizations, Registered Sport Clubs, and Greek-letter organizations.

30, 32. **Release of Education Records to a Third Party:** A form that a student must sign to give permission to the Dean of Students or designee to discuss or release the student’s behavioral or student conduct records to persons indicated on the form.

33. **Residential Conduct Committee (RCC):** A hearing body comprised only of residential students established to review charges of student conduct violations. No faculty or staff are included in the Residential Conduct Committee.

34. **Sexual assault:** Any sexual act directed against another person, by force, threat of force, coercion or without Consent, including instances where the person is incapable of giving Consent.

   a) **Coercion:** Expressed or implied threats of any harm that would place a reasonable person with similar characteristics of the Impacted Person in fear of immediate or future harm and that is employed to make someone engage in sexual activity.

   b) **Force:** The actual use or threat of physical violence that is employed to make someone engage in sexual acts.
35. **Stalking:** Two or more acts done by a person or through third parties, directly or indirectly, which are directed at another person to follow, monitor, surveil, threaten, or communicate to or about that person, or interferes with that person’s property such that a reasonable person with the same characteristics as that person would feel threatened or distressed as a result of the acts.

36. **Student:** For purposes of the Code, all persons admitted to the University or taking courses at or through FGCU, either full-time or part-time, degree-seeking or non-degree-seeking, on campus, through distance learning or as part of an international program.

37. **Student Conduct Committee (SCC):** A hearing body comprised of students, faculty, and staff established to review charges of student conduct violations.

38. **Student Conduct Committee Hearing:** A proceeding of a hearing body to review alleged violation(s) of the Student Code of Conduct and to make findings and a recommendation of sanctions to the Dean of Students.

39. **Summary Resolution:** An informal process conducted by a Hearing Officer at which the charges are reviewed with the student and if a determination of responsibility is made and the student chooses to accept responsibility for at least one of the charge(s) as presented, then the Hearing Officer may impose sanctions.

40. **Transcript Overlay:** A notation on a student’s university transcript that states the student is not in good disciplinary standing due to a conduct suspension or expulsion.

41. **University:** Florida Gulf Coast University, including all of its campuses, centers, and off-site locations.

42. **University Community:** The students, faculty, and staff of the University.

43. **University Housing:** A residence in a University operated facility.

44. **University Official:** Any person employed by the University to perform assigned teaching, research, administrative, professional, or other responsibilities.

45. **Witness(es):** A person who can provide a firsthand account or details of the incident.

**E. PROHIBITED CONDUCT**

The following actions, including complicity to commit these actions, constitute conduct for which a student, a group of students, or a registered student organization may be subject to disciplinary action, whether such actions are engaged in, on or off University premises:
1. Academic Dishonesty

   a) Cheating, includes, but is not limited to:

      1) Intentionally using or attempting to use any unauthorized assistance (including, but not limited to materials, communication of information during an academic exercise, notes, study aids or devices) in an academic exercise, including, but not limited to, quizzes, tests, or examinations;

      2) Use of sources beyond those authorized by the instructor in writing papers, preparing reports, solving problems, or carrying out other assignments;

      3) The acquisition, without permission, of tests or other academic material belonging to a member of the University faculty or staff;

      4) Engaging in any behavior specifically prohibited by a faculty member in the course syllabus or class discussion;

      5) Submitting work that has been purchased or borrows generously from work submitted in a previous or concurrent class, except where expressly permitted by the instructor; or

      6) Communication to another through written, visual, electronic, or oral means.

   b) Selling notes, handouts, or other materials without authorization or using them for any commercial purpose without the express written permission of the University and the instructor.

   c) Falsifying or misrepresenting your academic work.

   d) Plagiarism: using work appropriated without any indication of the source.

   e) Knowingly helping another student violate academic behavior standards.

2. Arson

   Intentionally or recklessly causing a fire that may result in damage to the Premises.

3. Falsification/Fraud/False Testimony

   a) Withholding related information, or furnishing false or misleading information (oral or written) to University officials, university and non-university law enforcement officers, faculty, or staff.

   b) Possession, use, or attempted use of any form of fraudulent identification, including a University-issued identification card.
c) Forgery, alteration, or misuse of any document, material, file, record, or instrument of identification, including the University’s name or logos.

d) Deliberately and purposefully providing false or misleading verbal or written information about another person.

e) Falsifying, distorting, or misrepresenting information during proceedings under this Code, including knowingly initiating a false complaint.

4. Disruptive Conduct

a) An act that impairs, interferes with, or obstructs the University or any part thereof or the rights of other members of the University community, including but not limited to obstructing or disrupting teaching, research, administrative or public service functions.

b) Any act which deliberately impedes or interferes with the normal flow of pedestrian and vehicular traffic.

c) Misuse of any University safety equipment, firefighting equipment, or fire alarms.

d) A false report of an explosive or incendiary device, which constitutes a threat or bomb scare.

e) An act, which aids, abets, or procures another person to obstruct or disrupt the teaching, research, administrative, public functions, or normal operations of the University.

f) Behavior that disrupts the study, sleep, privacy, or safety, of University community members on or off the Premises.

g) Public urination or defecation on the Premises.

5. Personal Abuse

a) Physical harm or threat of physical harm against others or through direct verbal or written abuse, threats, intimidation, coercion or other conduct that endangers the health, safety, or wellbeing of others.

b) Harassment, defined as conduct, including electronic or written communication, which is so severe or sufficiently persistent or pervasive that it undermines the roles of faculty and staff or so detracts from the impacted student’s educational experience that a reasonable person with the same characteristics of the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability
to participate in, or realize the intended benefits of, employment, a University activity or resource.

c) Dating Violence.

d) Domestic Violence.

e) Retaliation against complainant(s), or other person(s) alleging misconduct, or persons who have participated in the Case Resolution Process, no matter how remotely connected to the process.

d) Intimate Partner Violence (Also known as “dating violence” or “domestic violence”): The use of physical violence, force, threats, intimidation, isolation, Stalking, or other forms of emotional, sexual, or economic abuse directed towards an Intimate Partner. This includes any behavior(s) that intimidates, manipulates, humiliates, isolates, frightens, terrorizes, forces, threatens, blames, hurts, injures, or wounds someone. Intimate partner violence can be a single act or a pattern of behavior in relationships.

f) Stalking: The repeated following, harassing, threatening, or intimidating of another by any action, including but not limited to use of telephone, mail, electronic communication, social media, or any other device or method that purposely or knowingly causes substantial emotional distress or reasonable fear of bodily injury or death.

6. Sexual Misconduct, Abuse, or Harassment

a) An actual or attempted act of sexual misconduct is, as defined in Non-Discrimination, Anti-Harassment and Sexual Misconduct Regulation (FGCU-PR1.003), rape, sexual assault, sexual battery, sexual exploitation and other forms of non-consensual sexual activity.

b) Sexual exploitation is an act that exploits someone sexually. Examples of Sexual Exploitation include, but are not limited to:

1) Exposing one’s own or another person’s intimate parts without Consent.

2) Recording video or audio, photographing, or transmitting intimate or sexual utterances, sounds or images without Consent of all parties involved.

3) Allowing others to view sexual acts (whether in person or via a video camera or other recording device) without the Consent of all parties involved.

4) Engaging in any form of voyeurism.

c) Sexual Harassment is defined as unwelcome conduct of a sexual nature including unwelcome sexual attention, including requests for sexual favors, and other verbal or physical conduct of a sexual nature from any person that is so severe, pervasive, or
persistent that it limits a student’s ability to participate in or benefit from an educational program. Sexual violence is a form of sexual harassment.

d) Attempting to commit sexual acts with a minor by solicitation through verbal, written, or electronic means.

7. Theft or Property Damage

a) Unauthorized use, possession, or services of personal or public property.

b) Damage or defacing of University personal property or Premises or the personal property of another person whether or not it is on University Premises.

c) Attempting to repair damages to Premises without prior authorization from University officials.

d) Misuse of University-issued identification card issued to a student through alteration, forgery, duplication, or use of an identification card that has not been issued to the user.

8. Hazing

Acts as defined in Section 1006.63, Florida Statutes, as well as any action or situation which recklessly or intentionally endangers the mental or physical health or safety of a student for purposes including, but not limited to, initiation or admission into or affiliation with, or as a condition of continued membership in, a University registered group or organization. Express or implied consent of the Impacted Student will not be considered as a defense. All provisions of Section 1006.63, Florida Statutes, are applicable to an allegation of hazing.

9. Unauthorized Use of Keys or Entry/Exit

a) Unauthorized or attempted entry or exit or continued presence on the Premises, in any University room, building, facility, motor vehicle, trailer or machinery without proper authorization or access.

b) Duplication or improper use of keys to any University Premises.

c) Assisting with the unauthorized entry or exit of others into any University premises.

10. Controlled Substances, Drug Paraphernalia and other Substances

a) The possession, use, consumption, cultivation, manufacture, sale, or distribution of any drug or drug paraphernalia, or prescription drug not prescribed to the student.

b) The delivery or attempt to deliver or obtain any drug or drug paraphernalia.
c) A violation of any applicable local, state, or federal law relating to drugs or drug paraphernalia, as defined in Chapter 893, Florida Statutes.

d) The misuse of a prescription or non-prescription drug whether or not the charged student has been prescribed the drug.

e) The un-prescribed use, inhalation, or ingestion of a substance that will alter a student’s mental state.

11. Alcohol

a) Citation for public intoxication

b) The use, possession, sale or distribution of alcoholic beverages other than as expressly permitted by law, University regulations (such as PR9.002) and the University Alcohol Policy 4.002.

c) Citation for operation of a motor vehicle while impaired or with a blood alcohol test result above the applicable legal limit.

12. Weapons, Firearms or Dangerous Materials

a) Possession, sale, storage or use of explosives, ammunition, weapons or other dangerous articles or substances including but not limited to tasers, switchblade knives, and non-lethal weapons, such as air soft guns, or dangerous chemical, corrosive or biological chemicals or agents on University owned or affiliated property or at University sponsored/related activities.

b) Possession or use of fireworks of any description, explosives, or chemicals, which are disruptive, explosive, or corrosive, on University Premises or at University sponsored or related activities.

c) Violation of University Regulation FGCU-PR9.005, Possession of Firearms and Weapons on University Property.

13. Campus Disturbances and Demonstrations, Parades, or Picketing

Unlawful interference with academic freedom and freedom of speech of any member of the University community, as well as intentional interference with the educational function of the University.

14. Computer Misuse and Telecommunications Resources

Violations of this provision include, but are not limited to:
a) Unauthorized entry into a file, to use, read, or change the contents, or for any other purpose.

b) Unauthorized transfer of a file.

c) Use of another individual’s identification or password.

d) Use of computing facilities and resources to interfere with the work of another student, faculty member, or University Official.

e) Use of computing facilities and resources, which would be considered harassment as defined in Section E.5.b.

f) Use of computing facilities and resources to interfere with normal operation of the University computing system.

g) Use of computing facilities and resources in violation of copyright laws.

h) Violation of the FGCU Policy 3.022 – Technology Acceptable Use Policy and Procedure.

i) Violation of the FGCU Policy 3.021 - Email

15. University Designated Student Residence Violations

Violations of any policy or regulation governing University Housing, as well as, the University Housing rental agreement. A complete list can be found in the Housing and Residence Life Community Guidebook available online at:

http://www.fgcu.edu/Housing/current/standards-policies.html

16. Noncompliance with an Official Request or Posted Directive

Failure to comply with University regulations, policies, or lawful directives, including orders of no contact, of University officials or law enforcement officers acting in the performance of their duties.

17. Disregard for the Student Code of Conduct Process

Action which interferes with or obstructs the Student Code of Conduct Process or acts which constitute violation of sanction(s), failure to complete sanction(s) or violation of disciplinary probation.

18. Public Law

Violation of any federal, state, or local law, rule, regulation, or ordinance.
19. Complicity in Violating the Student Code of Conduct

To be associated with or to be present during the commission of any act by another that constitutes a violation of University policy or if the behavior is considered to constitute permission, to contribute to, or to condone a violation of a University regulation or policy.

20. Responsibility for Guest(s) of Student or Registered Student Organization

A Student or Registered Student Organization will be held accountable for any damage to the Premises or violation of University regulations and policies by the guest(s) of the Student or Registered Student Organization.

F. INTERIM SUSPENSION

1. Authority of University

The Dean of Students or designee is authorized to determine if an alleged violation by a student or a registered student organization warrants an interim suspension or removal from the University or from Housing at any time prior to the conclusion of the University’s disciplinary process, including the appeal process. The criteria used in making this determination are:

a) Whether the student or registered student organization poses an ongoing threat of harm, disruption of, or interference with, the normal operations of the University; and

b) Whether interim suspension is necessary to protect the health (physical and mental), safety, or general welfare of the University community or to preserve University property.

2. Student Interim Suspension

a) An interim suspension means a student cannot be on University property, cannot attend classes (including online classes), and cannot use University facilities. An interim suspension may also include removal from Housing. An interim suspension requires the student be notified in writing as soon as practical upon the determination that an interim suspension is warranted. The Notice shall state the basis for the interim suspension and that the student will have the opportunity to inspect all information that initiated the interim suspension. The written Notice will be sent to the student’s electronic University email account and to the last physical address provided by the student to the Registrar’s Office. The University may also communicate the determination verbally to the student but must concurrently deliver the written notice as described above. The Charged Student has three (3) class days from the date of the Notice to make a written request to appeal the interim suspension. The appeal of the interim suspension will be heard by the Vice President
for Student Affairs or designee within three (3) class days of receipt of the appeal. The Hearing may be delayed due to a semester break or closing of the University. The Charged Student’s appeal of the interim suspension must be based on one of the following:

1) An egregious error pertaining to the student’s involvement; or

2) A contention that the violation, even if proven, does not pose a threat to the health, safety or general welfare of the University community and thus does not warrant an interim suspension.

b) If it is determined by the Vice President for Student Affairs or designee that an interim suspension is not appropriate, the student’s status will be reinstated and the conduct process will commence in accordance with the Student Code of Conduct. The University Housing status and other activities may be affected pending the outcome of the formal hearing.

c) If the interim suspension lasts for more than ten (10) class days but the Student is subsequently found not responsible for the violation, the Student shall be refunded a pro-rata portion of any charges for tuition and out-of-state fees, as appropriate.

d) The hearing to address the underlying charge for the interim suspension will be addressed in accordance with the Student Code of Conduct.

3. Registered Student Organization(s) Interim Suspension

a) The Dean of Students or designee may impose an interim suspension on a registered student organization. An interim suspension of a registered student organization means an immediate ban of all activities, programs, social events, funding requests, and budget expenditures of the group. If permitted by the Dean of Students or designee the suspended organization may be allowed to conduct business meetings while awaiting a hearing of the alleged violation of the Student Code of Conduct. The registered student organization shall receive written Notice of the interim suspension upon the determination that the interim suspension is warranted. The Notice will be delivered to the Presiding Officer of the registered student organization and the organization’s advisor. The Presiding Officer will have the opportunity to inspect all information that initiated the interim suspension prior to the appeal hearing. A copy of the Notice will also be provided to the Office of Student Involvement or Sport Club Coordinator, as applicable. The registered student organization has three (3) class days from the date of the Notice of interim suspension to make a written request to appeal the imposition of the interim suspension. The appeal of the interim suspension will be heard by the Vice President for Student Affairs or designee within three (3) class days of receipt of the appeal. The hearing may be delayed due to a semester break or closing of the University. The registered student organization’s appeal of the interim suspension must be based on one of the following:
1) An egregious error pertaining to the registered student organization’s involvement; or

2) A contention that the violation, even if proven, does not pose a threat to the health, safety or general welfare of the University community and thus does not warrant an interim suspension.

b) If the Vice President for Student Affairs or designee determines that an interim suspension is not appropriate, the registered student organization's status will be reinstated and the conduct process will commence in accordance with the Student Code of Conduct.

c) The hearing to address the charge, which is the basis for the interim suspension, will be addressed in accordance with the Student Code of Conduct.

G. PROVISIONS FOR THE CHARGED STUDENT OR ORGANIZATION

The following provisions shall be explained to each Charged Student or Organization during the Conduct Review Conference or prior to the commencement of any conduct hearing:

1. The Charged Student or Organization will receive a fair and impartial hearing in accordance with the requirements of the Code. The date of the Conduct Review Conference or any hearing will be scheduled no earlier than five (5) class days after the date of the Notice, unless waived in writing by the Charged Student or Organization at the time of the Conduct Review Conference.

2. The Charged Student or Organization will receive Notice in writing of the alleged violations filed against him or her or the Organization and the alleged misconduct upon which the charge(s) is based.

3. Reasonable access to the case file will be provided prior to and during the hearing. The Charged Student or Organization may inspect any available information presented in support of the charges and to take notes. The Conduct Review Conference and any hearing will be scheduled to allow no less than three (3) class days for the Charged Student or Organization to review the information.

4. The Charged Student or Organization may decline to make statements in response to the allegations and declining to make a statement shall not be construed as an admission of responsibility.

5. The Charged Student or Organization may be assisted by an advisor of his or her choice, at his or her own expense. The advisor may be present, but may not speak for, present the case for the student, or otherwise participate directly in the proceeding. For hearings not held on the same date of the Conduct Review Conference, the Charged Student or
Organization must provide the name of their advisor prior to the date of the hearing and must sign an Advisor form and a Release of Educational Records to a Third Party form.

6. The Charged Student or Organization may hear and question witnesses, except students impacted by Acts of Violence, who are available to provide a statement at the hearing.

7. The Charged Student or Organization may present relevant information and witnesses.

8. The Charged Student or Organization shall not be required to present self-incriminating information.

9. The Charged Student or Organization will be notified in writing of the decision of the hearing body within ten (10) class days from the date of the hearing, unless extenuating circumstances are communicated to the Charged Student or Organization in writing that resulted in a delay of the decision.

10. The Charged Student or Organization may appeal the determination of responsibility in accordance with the requirements of the Code.

H. PROVISIONS FOR STUDENTS IMPACTED BY ACTS OF VIOLENCE

To ensure fairness to students impacted by acts of violence throughout the disciplinary process, the University has established the following position:

1. An Impacted Student may have one person of his or her choice accompany them throughout the Student Conduct Review process. This person will act as a support person or advisor but will not represent the Impacted Student. Moreover, the person will not be allowed to address the Hearing Officer or Hearing Body on behalf of the Impacted Student.

2. An Impacted Student will receive Notice of the hearing no less than five (5) class days prior to the date of the hearing.

3. An Impacted Student may submit a list of questions related to the alleged incident, prior to the hearing. However, the Hearing Officer or Hearing Body shall not be required to ask these questions of the Charged Student or Organization.

4. An Impacted Student may not have his or her past conduct, including sexual history, considered when the Hearing Officer or Body is making a determination of the Charged Student or Organization as to responsible or not responsible.

5. An Impacted Student may make a “student impact statement” and offer to the Hearing Officer or Hearing Body a suggestion of what the Impacted Student believes to be an appropriate sanction for the Charged Student or Organization. This information may be used only in the sanctioning phase of deliberations if the Charged Student or Organization is found responsible for violating the Student Code of Conduct.
6. The Charged Student or Organization will not be permitted to directly question the Impacted Student where the alleged violations are sexual misconduct or abuse. In such cases, the Charged Student or Organization and the Impacted Student shall submit questions to the Hearing Body. However, the Hearing Body shall not be required to ask those questions submitted by the Charged or Impacted Student to the Student who is being questioned.

7. Where the student conduct review process addresses an allegation of sexual misconduct or abuse, Federal law provides that both the Impacted Student and the Charged Student or Organization must be informed of the final outcome of the student conduct review process without a commitment to protect the confidentiality of the information. The "final outcome" means only the final determination with respect to the alleged sexual misconduct or abuse and any sanction(s) that is imposed against the Charged Student or Organization. If the Impacted Student is deceased, the next of kin shall be considered as the alleged Impacted Student for purposes of this paragraph.

8. When the Charged Student or Organization is alleged to have committed sexual misconduct or abuse, the Impacted Student may appeal the outcome of a conduct hearing in writing within three (3) class days from the date of the decision letter by filing a written appeal. If there is an appeal filed by either the Impacted Student or Charged Student or Organization, the other student will be notified of the filing of the appeal and the final outcome.

1. **INTERIM MEASURES:**

   1. **Upon the University’s receipt of a report of harassment, sexual misconduct, dating violence, domestic violence, physical abuse or stalking,** the University may impose reasonable and appropriate interim measures designed to protect the parties involved. The University will maintain consistent contact with the parties to ensure that all safety, emotional, and physical well-being concerns are being addressed. Interim measures may be imposed regardless of whether formal disciplinary action is brought by the University or whether the Impacted Person files a complaint.

   2. **The University, at its discretion, may implement interim measures for parties involved including but not limited to:**

      a) issuing a no contact order;

      b) offering access to counseling services and assistance in setting up an initial appointment;

      c) providing alternative course completion options;

      d) offering assistance from University support staff in completing on-campus housing relocation; or
e) providing an escort to ensure safe movement between classes and activities.

3. The University will take steps to prevent the recurrence of any harassment, correct any discriminatory effects on the complainant and other Impacted Persons, and implement interim measures as are appropriate and as required by law. The University will complete the Conduct Review Process within a reasonably prompt time frame and will allow for the extension of time frames for good cause. Written notice to the Complainant and Charged Student of the delay and the reason for the delay will be provided in all cases.

1. STUDENT CONDUCT REVIEW PROCESS AND PROCEDURES

The President has delegated to the Vice President for Student Affairs or designee authority to implement the Student Code of Conduct. All procedures will be consistent with the rights afforded to students in University disciplinary decisions.

1. Charges

a) No charges will be considered, and no charges can be filed under the Student Code of Conduct later than six (6) months after the date the alleged violation occurred except allegations of sexual misconduct or abuse may be considered no later than twelve (12) months after the date of the alleged sexual misconduct or abuse. In certain cases, the Vice-President for Student Affairs may waive the time period for filing charges after making a finding in writing that waiving the time period for filing charges is in the best interest of the University.

b) A review of possible charges may be initiated in the following ways:

1) Any individual may file a signed written statement to the Dean of Students’ Office concerning an alleged violation of the Student Code of Conduct. The statement should include all information and details specific to the incident including dates, times, location, and the names of any witnesses. The information will be reviewed by the Dean of Students or designee to determine whether Student Code of Conduct charges will be filed or if alternative action is appropriate;

2) Any information that comes to the attention of the University in any manner, including any electronic social media, that an alleged violation of the Student Code of Conduct is reported to have occurred;

3) The University may also amend its charge(s) or file with new charges based on information obtained through an outside proceeding, additional investigation, or other credible sources where that information is relevant to activity adversely affecting the University community;
4) An admission of guilt in any proceedings is conclusive for adjudicating a Student Code of Conduct violation; or

5) A verdict of guilty, adjudication withheld, a plea of guilty or similar disposition in a court of law by a Charged Student or Organization shall be deemed conclusive that the student is responsible for the purpose of University proceedings.

c) All hearings shall be conducted on the basis that the Charged Student or Organization is not in violation. The burden of proof shall not be upon the Charged Student or Organization who is subject to the hearing.

d) Upon review of the information to determine if there are reasonable grounds to believe that the allegations of the complaint are true, the Dean of Students or designee may:

1) Invoke an Interim Suspension; or

2) Direct the University to commence conduct proceedings.

e) Except in cases where the Dean of Students or designee determines that the safety, health, or general welfare of any part of the University community is at risk necessitating an interim suspension, the student’s enrollment status shall remain unchanged pending the University’s final decision in the matter. Notwithstanding, a hold will be placed on the student’s records pending the outcome of the case. No student may modify his or her registration status in any way while a disciplinary hold is in place.

f) A student’s conduct case record will be retained in the Dean of Students’ Office in accordance with the records retention schedule promulgated by the Florida Department of State.

g) The release of student disciplinary records will be governed by applicable federal and state laws regarding the privacy of education records.

2. Notice

The Charged Student or Organization will be given Notice of the alleged violation(s) of the Student Code of Conduct (i.e. Charge Letter). The EagleMail address or the U.S. Mail address provided by the Charged Student to the Registrar’s Office will be used for all correspondence with the Charged Student. The EagleMail addresses for the Charged Organization’s presiding officers and the official University employee email address for the advisor will be used for all correspondence with the Charged Organization. The Hearing Officer may place a Hold on student records prohibiting the registration of any student who fails to respond to an official request from the Dean of Students or designee. All pending disciplinary matters must be resolved prior to the awarding of any degree or certificate.
The written Notice will include the following:

a) The Charged Student or Organization’s name, and Charged Student’s University identification number, and may include address, and an incident number;

b) A description of the alleged violation(s) including date(s), time(s), and place(s) of the incident(s) and the resulting charges;

c) Source(s) of information;

d) Link to the provisions in the Student Code of Conduct which apply to the Charged Student or Organization;

e) Notice of the opportunity to review materials received by the University concerning the alleged violations; and

f) Direct student to contact the Dean of Students or designee to schedule a Conduct Review Conference.

3. Student Advisor

a) The Charged Student or Organization may have, at his or her own expense and initiative, one Advisor present at the hearing. It is the student’s responsibility to make appropriate arrangements for the Advisor to attend the hearing time scheduled by the administrative office hearing the case. The Advisor may be present, but shall not speak for, or present the case, for the student or otherwise participate directly in the proceeding. An Advisor may not provide a statement as a witness. The Charged Student must sign a Release of Education Records to a Third Party to allow an Advisor to receive a Student’s information. A hearing will not be delayed or rescheduled based on the availability of an Advisor. For hearings not held on the same date as the Conduct Review Conference, the charged student or organization must provide a completed Advisor Form and Authorization to Release Educational Information to a Third Party Form providing the Advisor access to the disciplinary records.

b) The Dean of Students or designees will directly communicate with the Charged Student or Organization about the case. It is the responsibility of the Charged Student or Organization to relay information about the case to the selected Advisor in the conduct process.

4. Conduct Review Conference

a) During the Conduct Review Conference, the Charged Student or Organization will have an opportunity to discuss the charge(s) and inspect all information with the
designated staff of the Dean of Students’ Office or Housing and Residence Life. The Charged Student or Organization may be accompanied by an Advisor when inspecting the information at the Conduct Review Conference. Although the Advisor may be present at the Conference, the Advisor may not speak on behalf of the Charged Student or Organization or otherwise participate.

b) If the Charged Student or Organization fails to schedule a conference within five (5) class days of receipt of the Notice or attend a scheduled conference, a formal hearing will be scheduled according to his or her class schedule and will provide the Charged Student or Organization with no less than five (5) class days to review the information presented in support of the charges.

c) A Charged Student who leaves the University or withdraws from a class before the conduct process is resolved will have a hold placed on his or her record that will prohibit the student from future enrollment until such time as the matter is resolved. The Charged Student’s conduct process will continue regardless of the Charged Student’s academic status or presence at the University.

d) At the conclusion of the Conduct Review Conference, the Dean of Students or designee will inform the Charged Student or Organization of the options for resolution of the conduct process. These options are an Informal Hearing or a Formal Hearing.

5. Informal Hearing

a) An Informal Hearing is not an option for cases involving Charged Organizations, alleged sexual misconduct or abuse, or where removal from Housing, or suspension or expulsion from the University may result.

b) If the Charged Student chooses to accept responsibility for at least one of the charges, the Dean of Students or designee will determine sanctions in accordance with this Code through an Informal Hearing. The Charged Student will be notified in writing of the University’s acknowledgement of the Charged Student’s acceptance of responsibility and the sanctions to be applied. The Charged Student must sign a form acknowledging the waiving of the 24-hour consideration period and rights to a Formal Hearing.

c) If the Charged Student chooses to request a Formal Hearing, the Charged Student will be notified in writing of the University’s acknowledgement of the Charged Student’s decision to proceed to a Formal Hearing. The notification will also provide the Charged Student with information concerning the Formal Hearing process.

d) The Charged Student will have 24 hours from the Conduct Review Conference to inform the Dean of Students or designee, by either email notification or by written statement, whether he or she chooses a hearing before a Hearing Officer or a Hearing Body, as appropriate. The Charged Student may waive his or her right to the 24-hour
time period in writing and select a hearing type following the completion of the Conduct Review Conference. In circumstances where a case is more complex, the University may determine the type of hearing to be utilized for resolution of the case.

e) If additional information becomes available regarding the case following the Conduct Review Conference, the Charged Student will be provided an opportunity to review the information prior to the Formal Hearing.

6. Formal Hearings

There are two types of formal hearings: Administrative Hearings before a Hearing Officer and hearings before a Hearing Body.

a) Hearings are scheduled no earlier than five (5) class days and no later than fourteen (14) class days following the Conduct Review Conference. If extenuating circumstances exists, as determined by the Hearing Officer, the hearing may be delayed. The Charged Student or Organization will be notified in writing of a delay ordered by the Hearing Officer. The Formal Hearing may also be delayed due to a semester break or closing of the University. A Charged Student or Organization may waive, in writing, the scheduled time period and have the case heard immediately by the Hearing Officer following the Conduct Review Conference.

b) Conduct process proceedings under the Student Code of Conduct are administrative in nature. Therefore, the Florida Evidence Code, the Florida Rules of Civil Procedure, and the Florida Rules of Criminal Procedure shall not apply in student conduct hearings.

c) All Formal Hearings will be digitally recorded by the Hearing Body where the Charged Student or Organization has the potential for receiving a sanction of suspension or expulsion from the University and will serve as the official verbatim record of the proceeding. Videotaping of any hearing is prohibited.

d) The Hearing Body determines responsibility of a violation of the Student Code of Conduct. This decision is determined by a preponderance of the information presented. The Hearing Body recommends sanctions, upon a determination of responsibility, to the Dean of Students or designee. In Administrative Hearings, the Hearing Officer determines responsibility and the sanction.

e) Prior records of disciplinary action, Impacted Student statements, and past criminal convictions are considered by the Hearing Body or Hearing Officer only in the sanctioning phase of deliberations if the student is found responsible.

f) If the Charged Student or Organization fails to attend his or her scheduled hearing, the case will be heard in the student’s absence and the student will be informed of the decision in writing.
g) In cases involving multiple students charged, information provided at one hearing may be used as evidence in the related cases(s). When two or more individual cases arise from the same incident, those cases may be heard jointly at the discretion of the Dean of Students or designee.

h) Previously unknown or undisclosed information obtained in a hearing may result in subsequent charges and potentially result in another hearing.

i) Prior to the subsequent hearing, the student will be permitted to inspect any additional information received by the Hearing Officer or Hearing Body.

j) Participants in a hearing may include the Charged Student or Organization, the Hearing Body, witnesses (upon call of the Hearing Body), and the facilitator.

7. Administrative Hearings Conducted by Hearing Officer

a) Administrative Hearings may be conducted by a Hearing Officer who is designated by the Dean of Students.

b) The Charged Student or Organization may request to be notified of the selection of the Hearing Officer for the case and shall have the opportunity to challenge the impartiality of the individual. The Charged Student shall state in writing the basis for such challenge at least two (2) class days prior to the hearing date. The Dean of Students or designee shall determine whether the Hearing Officer is impartial. A Hearing Officer determined not to be impartial will be excused; however, indiscriminate challenges shall not be permitted.

c) The Dean of Students or designee may refer cases directly to the Hearing Body.

d) At an Administrative Hearing conducted by a Hearing Officer, that Hearing Officer shall determine whether the Charged Student or Organization is responsible for the violation(s) of the Student Code of Conduct. If found responsible, the Charged Student or Organization will be given an appropriate sanction by the Hearing Officer.

8. Hearings by a Hearing Body

a) The Student Conduct Committee shall include University faculty, staff, and students. Each Student Conduct Committee shall have no less than fifty percent (50%) of its membership include students and will be comprised of at least three total members. Membership on the Residential Conduct Committee shall only include residential students and does not include faculty and staff.

b) The following order of presentation is recommended for use in hearings conducted by a Hearing Body. The order of business may be adjusted by the facilitator or chair.

   1) Introduction of the Hearing Body and Charged Student or Organization.
2) Presentation of charges by the Chair of the Hearing Body.

3) The Charged Student or Organization is provided the opportunity to answer “responsible” or “not responsible” to the alleged violation(s).

4) Opening statement of the Charged Student or Organization.

5) Questions directed to the Charged Student or Organization by the Hearing Body.

6) Presentation of witnesses by the University, followed by questioning of those witnesses by both parties except in cases involving students impacted by an Act of Violence. Each witness is dismissed after questioning.

7) Presentation of witnesses by the Charged Student or Organization, followed by questioning of those witnesses by both parties except in cases involving students impacted by an Act of Violence. Each witness is dismissed after questioning.

8) The facilitator may limit the length of testimony of any witness or participant in the hearing if the information is redundant or irrelevant to the case.

9) Closing statement of the Charged Student or Organization.

10) All persons are excused from the hearing room for deliberations except the Hearing Body and facilitator. The facilitator does not participate in the deliberations but may advise the Hearing Body as appropriate.

11) The Hearing Body considers only information introduced in the hearing. The decision of responsibility is based on the preponderance of information and is decided by a simple majority vote. In cases of a tie, the decision will be made in favor of the Charged Student or Organization. Previous violations are to be considered only in the sanctioning phase of deliberations.

12) The decision of the Hearing Body as to responsibility of the Charged Student or Organization for the alleged violations and recommended sanctions is given to the facilitator and then to the Dean of Students or designee.

c) The Dean of Students or designee makes the final decision and communicates the decision in writing to the Charged Student or Organization within ten (10) class days following the hearing, unless extenuating circumstances exist. The Charged Student or Organization will receive written Notice of any extension of the time to provide Notice of the decision. Any difference between the recommendations of the Hearing Body and the decision of the Dean of Students or designee and the reasons for those differences will be included on the written decision.
d) The Charged Student or Organization is informed of the process to appeal the decision of the Hearing Body.

e) Postponement of the hearing will only be allowed at the discretion of the Dean of Students or designee.

f) Any participant, including the Impacted Student, Charged Student or Organization, or an Advisor, determined by the hearing body to be unruly or disruptive to the hearing process, will be removed from the hearing. A Charged Student or Organization may be subject to additional charges for violation of the Student Code of Conduct related to the removal from the hearing for unruly or disruptive behavior.

9. Witnesses

a) The University cannot compel any person to attend a student conduct hearing on behalf of the Charged Student or Organization. The Charged Student or Organization is responsible for arranging for his or her own witnesses and presenting information during the proceeding. The Charged Student or Organization may hear and question witnesses, except students impacted by Acts of Violence, who are available to provide a statement at the hearing. The Hearing Officer or Hearing Body shall have the authority to limit the number of witnesses in order to avoid unreasonable delays where the testimony of these witnesses is repetitious or irrelevant.

b) It is at the discretion of the Hearing Officer or Hearing Body to call witnesses to support the charges against the Charged Student or Organization in an Administrative or Hearing Body hearing proceeding.

c) Character statement may be provided in writing for consideration during the sanctioning phase.

d) Witnesses may not serve as the Advisor to an Impacted Student or Charged Student or Organization.

e) The Charged Student or Organization is responsible for arranging the attendance of witnesses to present a statement at the Formal Hearing. A hearing will not be delayed or rescheduled based on the availability of a Witness.

f) Witnesses who are students impacted by Acts of Violence may provide a statement in accordance with Section H of the Code.

10. Disciplinary Sanctions

As provided for in Section 7.C of the Code, the Dean of Students or designee may impose the following sanctions or combination of sanctions (with or without appropriate modifications) upon any student or student organization found to be responsible for a violation of the Student Code of Conduct.
When a charged student or organization is found responsible for a charge of sexual harassment, stalking, dating violence, domestic violence, or sexual misconduct, abuse or harassment, the sanctions shall place an emphasis on addressing sexual relationships, taking steps to prevent a recurrence of the incident, and promoting the safety of the impacted student(s) and the University Community.

a) Reprimand – An official written disciplinary warning that the student’s behavior is in violation of the Student Code of Conduct, and that if the student is subsequently found responsible for another such violation while on disciplinary warning, subsequent action may be imposed.

b) Restorative Service Hours – Assignment to perform tasks or services under the supervision of a University department or community service agency. These hours may not be used to fulfill service learning graduation requirements.

c) Educational Activities - An assignment of activities including, but not limited to, reflective or research papers, classes or seminars, or other such activities that address the subject matter of the violation.

d) Counseling Assessment and Compliance – Referral for assessment (at the student’s expense) to a licensed mental health professional or counseling center for general mental health or other counseling issues. Students found responsible for alcohol, drug or behavioral violations may be referred to the FGCU Counseling and Psychological Services (CAPS) Office or to an outside agency or counselor based on the seriousness of the violation. Students must comply with all recommendations established as a result of any assessment resulting from the imposition of this sanction.

e) Restitution – Payment to compensate for actual damages or loss of services to the University or the Impacted Student.

f) Disciplinary Probation – A period of time during which the student is considered not in good standing. Restrictive conditions may be imposed as an element of probation and vary according to the severity of the offense. Restrictive conditions include, but may not be limited to, the following: denial of the privilege to occupy a position of leadership or responsibility in any University Registered Student Organization (RSO), publication, or activity, or ability to represent the University in an official capacity or position. If the student is found responsible for another violation of the Student Code of Conduct during the period of Disciplinary Probation, a sanction of suspension or expulsion from the University may be imposed.

g) Student Organization Probation – A period of time during which an Organization is considered not in Good Disciplinary Standing with the University. The Organization is not permitted to engage in, participate in, host, or sponsor social events or mixers for the duration of the probation. Any other event or activity, including official...
business, meetings, brotherhood/sisterhood, events, or philanthropic activities must be approved in advanced by the Office of Student Involvement or the Sport Club Coordinator, in consultation with the Dean of Students.

h) Organizations are not permitted to host events off-campus, host events that involve alcohol, participate in any Greek Week events (when applicable), or participate in intramural sports or other social competitions.

i) Organizations are subject to suspension or revocation of University recognition should they violate policies while on Disciplinary Social Probation.

j) Organization probation periods that are longer than three (3) semesters may be reviewed to determine eligibility for participation in University events in the year following the year in which probation as imposed. This review will be held by the Office of Student Conduct, Student Involvement, and Campus Recreation.

k) Restrictions – Restrictions may be imposed on a student which include, but are not limited to:

1) Participation in student clubs, groups, activities or events.

2) Entrance to University Housing areas or any other areas on campus or University property.

3) Prohibition on contact with a specified person(s) within the University Community.

l) Change in University Housing assignment – Reassignment of the student to another location in University Housing.

m) Exclusion and removal from University Housing – The Charged Student is prohibited from visiting University Housing unless prior approval has been given by the Dean of Students or designee. A Charged Student may be allowed to be present in University Housing conference rooms or Academic Advising Offices, with the prior approval of the Dean of Students or designee. The Charged Student will be informed that he or she will be trespassed from the campus by the University Police Department should he or she be found on University Housing grounds without approval.

n) Removal from the classroom and/or the course - including but not limited to: dismissal from the course or reassignment to another section.

o) Suspension- A period of time when a student may not attend classes, or participate in University related activities, whether the class or activity occurs on or off campus. The Registrar’s Office is instructed to place an Overlay on the student’s transcript during the period of suspension indicating the period of suspension. Further, while on disciplinary suspension, a Hold will be placed on a student’s record to prevent
registration. All assigned educational sanctions must be completed prior to the
restoration of student privileges; otherwise, the disciplinary suspension will remain in
effect. A suspended student is not permitted on University property during the length
of their suspension. If a suspended student is found on University property, the
University Police will be notified.

p) Disciplinary Expulsion- Removes the student from his or her academic program and
permanently separates the student from Florida Gulf Coast University without
opportunity to graduate or re-enroll. The Registrar’s Office is instructed to
permanently place an Overlay on the student’s transcript indicating the expulsion.
Further, a Hold will be permanently placed on the student’s record to prevent future
registration. An expelled student is not permitted on University property. If an
expelled student is found on University property, the University Police will be
notified.

q) Withholding of registration, diplomas, transcripts or other records.

r) The following sanctions may be imposed upon an Organization found to have
violated the Student Code of Conduct:

1) Sanctions listed in Section J.10.g)10.7 above.

2) Disciplinary Suspension or Disciplinary Expulsion of Organization, which
includes temporary or permanent loss of recognized status with the University.

3) Additional sanctions specific to Organizations, which may be found in the
Organization’s Constitution, the Office of Student Involvement policies, and the
by-laws or regulations of a national affiliate, if applicable.

Any sanction that separates a Charged Student from the University will be noted on that
Charged Student’s academic transcript. A lesser sanction will not be noted on the
transcript. The following notation will be added to the transcript while suspension or
expulsion is in effect. “The student is not in good standing with the University. For
more information, contact the Dean of Students’ Office.”

Decisions regarding falsification of admission or re-admission information may be
forwarded to the appropriate office for review of the application and appropriate action
regarding admission.

A Charged Student who fails to complete sanctions will have a disciplinary hold placed
on his or her record. This hold will affect the Charged Student’s ability to register for
classes and the student may receive additional charges under the Student Code of
Conduct. Disciplinary holds will not be removed until the sanctions are completed.

A Charged Student may be asked to provide the Hearing Officer with a sanction status
report.
J-K. APPEALS WITHIN THE STUDENT CONDUCT REVIEW PROCESS

1. Appeal Requests

   The Charged Student or Organization may appeal the outcome of a conduct hearing in writing within three (3) class days from the date of the decision letter by filing a written appeal. The appeal of the outcome of a conduct hearing held by the Hearing Officer shall be considered by the Dean of Students or designee. The appeal of the outcome of a conduct hearing held by the Hearing Body shall be considered by the Vice President for Student Affairs or designee. An appeal must be based on one or more of the following grounds:

   a) Due process errors involving the University’s failure to provide the Charged Student or Organization with Notice or an opportunity to be heard;

   b) The sanction(s) is (are) extraordinarily severe in relation to the offense committed; or

   c) New information can be provided that was not available at the time of the original proceeding.

2. Appeal Hearings

   a) The necessity for an appeal hearing will be at the discretion of the University Official to which the Charged Student or Organization has appealed. This decision is based on the Charged Student’s or Organization’s written information provided in the appeal. If an appeal is granted, the burden of proof rests with the Charged Student to show, by a preponderance of the information presented, that the grounds for an appeal have been met.

   b) If an appeal is permitted, it will be scheduled within ten (10) class days of receiving the written request for appeal unless good cause exists for deferring the scheduling more than ten (10) class days after receiving the Noticed appeal. The Charged Student may waive the ten (10) day period and request the appeal be heard at a mutually agreeable time.

   c) Students impacted by acts of violence may participate in the appeals process pursuant to Section H of the Code.

   d) The Charged Student is permitted to continue to attend classes while under appeal and, unless otherwise notified in writing by the Dean of Students or designee, is permitted to continue to live in University Housing.

3. Appeal Decisions

   a) Based on information presented on appeal, the original determination may be upheld, modified, reversed, or a new hearing may be ordered. The appeal decision shall be
communicated to the Charged Student or Organization in writing. The decision shall state the reasons for the original determination being upheld, modified, reversed or that a new hearing will be ordered.

b) All appeal decisions are communicated in writing to the Charged Student or Organization within ten (10) class days of the appeal hearing, unless notification is given that additional time is necessary for consideration of the record on appeal.

c) The Charged Student’s academic status will remain unchanged during the appeal or review process; however, University Housing status and other activities may be affected.

d) The appeal decision of the Vice President for Student Affairs or designee is final and the Charged Student or Organization shall be informed that they may appeal the final decision to an outside judicial forum.

K. L. STANDARDS FOR BEHAVIOR IN THE CLASSROOM

Faculty members have the primary responsibility of managing the classroom environment whether in-person or online. Faculty members may remove a student from the classroom for disruption on the day that it occurs. If the student continues to disrupt the classroom, the faculty member should make a written incident report to the Dean of Students’ Office. The report is processed in accordance with the investigation and student conduct review process as outlined in the Student Code of Conduct.

L. M. RESOLUTION OF ALLEGATION OF ACADEMIC DISHONESTY

1. A student charged with academic dishonesty will have the case resolved as follows:

   a) The faculty member of record for the class communicates with the Charged Student and informs him or her of the allegations against them. If the Charged Student accepts responsibility for the academic dishonesty, the student will receive an academic sanction determined by the faculty member of record, which may include a failing grade in the class. In concert with this meeting, the faculty member completes the Faculty Referral/Summary Adjudication Form and secures the signature or other form of acceptance by the Charged Student. Faculty Referral/Summary Adjudication forms are available online at:

   http://studentservices.fgcu.edu/studentconduct/forms.html.

   The completed Faculty Referral/Summary Adjudication form is then submitted to the Dean of Students’ Office to be included in the student’s conduct file.

   b) If, after the faculty member of record communicates with and informs the student(s) of the allegation against him or her, the student denies responsibility for the actions or the allegations are so egregious (such as the student(s) having more than one incident of academic dishonesty on record with the University or in the course), the matter is
immediately referred to the Dean of Students’ Office to coordinate the hearing process.

c) Faculty must contact the Dean of Students Office with the student’s name and University Identification Number (UIN) to determine if the student has a prior academic dishonesty history. Only emails sent from the faculty’s University email account will be accepted.

d) The faculty member of record in the class informs the student(s) that he or she has been submitted by direct faculty referral for a suspected academic integrity violation to the Dean of Students’ Office for investigation of the allegation and to coordinate the hearing process through the Academic Integrity Committee.

e) Once the Dean of Students Office has been contacted, upon request of the faculty member making the referral, the Dean of Students Office will notify the Registrar’s Office that the student may not withdraw from the class during the investigation/hearing process. If a student attempts to drop a class prior to the end of the investigation/hearing process, the student will be restored to the class roster and the appropriate grade or penalty will be imposed, if applicable. The faculty member is responsible for notifying the student that he or she has been reenrolled in the class.

f) In circumstances where a case is more complex, the University may determine the type of hearing to be utilized for resolution of the case.

g) The Charged Student may inspect any available information presented in support of the charges and take notes prior to the hearing with the faculty member or the Academic Integrity Committee.

h) The Academic Integrity Committee will hear the case and make a determination of whether there is a preponderance of information to find the student responsible for academic dishonesty. If the student is determined to be “responsible” for academic dishonesty, the committee will recommend a disciplinary sanction which may include expulsion.

i) The Dean of Students will review the decision of the Academic Integrity Committee, make the final determination, and provide written notice of the determination to the student and faculty of record. The final determination will include the basis for the determination and if the determination of the Dean of Students is different from the recommendation of the Committee, then the reasons of those differences will be included in the written decision.

j) After the determination by the Academic Integrity Committee, the faculty of record will assign the student a final grade (which may include a failing course grade). The faculty member may then, if necessary, process the appropriate grade change with the Registrar’s Office.
2. Academic Integrity Committee

a) The Academic Integrity Committee is coordinated by the Dean of Students’ Office to resolve cases of alleged academic dishonesty referred by the faculty. It is comprised of faculty and students in the following structure:

b) The Dean of Students or designee serves as Facilitator to the Academic Integrity Committee to coordinate the hearing process and to assist the committee in providing fair and impartial hearings for students accused of academic dishonesty.

c) Five (5) faculty members from each academic college are recommended by the Dean of the College to serve for a one-year appointment that can be renewed.

d) Two (2) students from each college are selected in consultation with Student Government through an interview process established by the Dean of Students’ Office.

e) When a student is referred for a hearing, the Dean of Students’ Office convenes a committee from the pool of appointees to serve on the committee for the case using the following guidelines:

1) Two (2) faculty members from the college making the referral (if available),

2) One (1) faculty member from any of the remaining colleges, and

3) Three (3) students from a different college than the college making the referral (if available).

f) The Chair of each hearing will be selected from the committee members comprising the Hearing Body.

g) Charged Students have the right to appeal a decision of the Academic Integrity Committee to the Vice President for Student Affairs or designee in accordance with the appeal procedure described herein.

h) The Academic Integrity Committee process is separate from the Grade Appeals process, which is managed by the Colleges in the Division of Academic Affairs.

M.N. CONDUCT PROCEDURES FOR VIOLATIONS OCCURRING DURING THE LAST TWO WEEKS OF THE FALL OR SPRING SEMESTER OR DURING SUMMER SESSIONS

When a student is charged with violations occurring during the last two weeks of the semester or during summer sessions, the Dean of Students’ Office or designee will determine the type of hearing provided for the student to ensure that the student is given adequate Notice and that due process is observed. Only under certain circumstances, hearings may
occur in the subsequent semester. Such circumstances include, but are not limited to, complex, extenuating circumstances, such as emergency or illness of the Charged Student, faculty, staff, or witness, or end of the term when the violation(s) occurred.

N.0. PERIODIC REVIEW OF THE STUDENT CODE OF CONDUCT AND STUDENT CONDUCT REVIEW PROCESS

The Vice President for Student Affairs or designee shall establish a committee to review the Student Code of Conduct and Student Conduct Review Process. The committee shall review the Student Code of Conduct and Student Conduct Review Process at least once every two years. The committee membership shall have students make up at least one half of the membership.

Action by Florida Gulf Coast University Board of Trustees
Approved 06/17/2014

Specific Authority
§§1006.60, 1006.61, 1006.62, 1006.63, Florida Statutes; Board of Governors Regulations 1.001 and 6.0105

History of Regulation
New 1/15/08; Amended 1/18/11, 9/20/11, 04/17/12, 6/19/12, 6/17/14

Effective Date of Regulation
06/17/2014
Florida Gulf Coast University Board of Trustees  
September 8, 2015

SUBJECT: Regulation: FGCU-PR2.001 Undergraduate Admissions

PROPOSED BOARD ACTION

Approve amendments to Regulation FGCU-PR2.001 Undergraduate Admissions

BACKGROUND INFORMATION

This Regulation is being amended to align it with Board of Governors Regulation 6.001, as well as to provide greater detail of admission requirements for each applicant type. In addition, the Regulation is being updated for clarification and to reflect current practices and procedures.

Supporting Documentation Included: Notice and Text for Regulation FGCU-PR2.001 Undergraduate Admissions

Prepared by: Director of Admissions Marc Laviolette

Legal Review by: Vice President and General Counsel Vee Leonard (August 3, 2015)

Submitted by: Vice President for Administrative Services and Finance Steve Magiera
FLORIDA GULF COAST UNIVERSITY

NOTICE OF REGULATORY ACTION

REGULATION TITLE:
Undergraduate Admissions

REGULATION NO:
FGCU-PR2.001

SUMMARY:
This Regulation is being amended to align it with Board of Governors’ Regulations 6.001, 6.002, 6.004, and 6.020, as well as provide greater detail of admission requirements for each applicant type.

FULL TEXT:
The full text of the regulation being proposed is attached and can also be found at http://www.fgcu.edu/_generalcounsel/promulgation.asp

AUTHORITY:
Chapter 1007, Part II, Florida Statutes; Board of Governors Regulations 1.001, 6.001, 6.002, 6.004, 6.005, 6.006, 6.007, 6.009, and 6.018; Section 504 of the Rehabilitation Act of 1973

UNIVERSITY OFFICIAL INITIATING THE PROPOSED/REVISED REGULATION:
Marc Laviolette, Director of Admissions

UNIVERSITY OFFICIAL APPROVING THE PROPOSED/REVISED REGULATION:
Steve Magiera, Vice President for Administrative Services and Finance

OFFICE TO CONTACT REGARDING THE PROPOSED/REVISED REGULATION:
Office of the General Counsel
10501 FGCU Blvd. S., Fort Myers, FL 33965-6565
(P): 239.590.1101 | (F): 239.590.7470 | Email: gco@fgcu.edu

Any comments regarding the proposed/revised regulation should be submitted in writing on or before August 24, 2015, by 5:00 P.M. The comments must identify the regulation on which you are commenting.

THIS NOTICE WAS POSTED ON THE FGCU WEBSITE ON AUGUST 6, 2015.
A. GENERAL STATEMENT

Florida Gulf Coast University (“University” or “FGCU”) encourages application from all qualified individuals regardless of age, race, religion, national origin, color, sex, sexual orientation, disability, marital status, or veteran’s status. The Office of Admissions provides prospective students, parents, and other interested individuals with admission counseling, presentations, tours, and informational workshops. All credentials and documents submitted during the admission (from submission of the application to rendering of an admission decision) and enrollment (from admission decision to registration for course work) processes become the property of FGCU and will not be returned to the applicant or forwarded to another institution, agency or person. Furnishing any false or fraudulent statements or information in connection with the admission or enrollment process may result in disciplinary action, denial of admission, and invalidation of credits or degrees earned.

Admission to the University does not guarantee admission to programs designated as limited access, teacher certification, or other programs that have application criteria beyond the minimum criteria for admission to the University. Program descriptions provide additional admission requirements and application deadlines.

B. APPLICATION

The latest information regarding the application process is found on the University’s website. Applicants are encouraged to apply on-line, but may also apply by submitting a paper application. Admissions’ decisions are made on a rolling basis, which means that as soon as all required documents have been received and the evaluation completed, a decision is made. Admit, deny, or a hold decision notifications are sent to the applicant 2 business days after the decision has been entered on the student’s record. Applicants who have a hold decision are allowed to furnish additional or updated information. The time for evaluating completed admission records will vary from a few days to several weeks depending on the time of year and the volume of applications.

C. APPLICATION FEES

1. Application fees for Undergraduate and Non-Degree Seeking students are required and non-refundable. The application fee is a one-time payment, provided the student is admitted and matriculates within one year (defined as a semester of admission plus the following two semesters) (summer term counts as a semester). If the student fails to complete the application, is denied admission or once admitted does not matriculate within this one year a new application and fee are required.
2. Students returning to FGCU after a period of non-enrollment (at least one year) as either degree seeking or non-degree seeking, FGCU alumni returning to FGCU, and non-degree seeking students submitting a degree-seeking application do not have to submit the application fee. Application fees will be waived in the following situations:

a) When students submit a Request for Waiver of College Application Fee from the SAT or ACT Program Fee-Waiver Service, or a NACAC Application fee waiver form; and

b) For students in financial distress as evidenced by documentation received from an official government services agency, or from the University Financial Aid Office. Letters of request from the students’ high school counselors on their own will normally not be sufficient to waive the fee. All such requests are to be reviewed by the Associate Director of Admissions Operations.

c) For special programs initiated by the University that are designed to help specific groups of students who would otherwise not be able to attend the University. Request to waive the application fees for students in these programs should be made to the Director of Admissions well in advance of the program start.

D. OFFICIAL TRANSCRIPTS AND TEST SCORES

Official transcripts and test scores, if applicable, are required of applicants seeking formal admission to FGCU. To be official such documents must be sent directly to FGCU from the issuing institution and must be received by the published deadlines. It is the applicant’s responsibility to have the required documentation forwarded to the FGCU Office of Admissions in order for the application to be processed. All materials and fees (except the on-line application) may be mailed to Florida Gulf Coast University, Office of Admissions, 10501 FGCU Boulevard South, Fort Myers, FL 33965-6565. Documents may also be electronically transmitted using recognized services. Official test scores (ACT or SAT), a high school transcript, and transcripts of all previously attended colleges and universities should be sent to the Office of Admissions.

E. APPLICATION DEADLINES FOR U.S. RESIDENTS

1. Applicants are encouraged to apply as early as possible – up to twelve months before the requested entry date. Application deadlines are listed on the Admissions website. Applicants still enrolled in high school at the time of the application should submit a high school transcript showing at least six semesters of course work. A final high school transcript will be required following high school graduation.

2. For transfer students, if courses are still “In Progress” at the time of the initial application, then a final transcript showing grades for all course work and any degree conferred should be submitted as soon as possible after completing the work.

3. Applications received or completed after published website published website deadlines may be processed for admission into the requested term based on space or time limitations; however, these factors may result in some applicants being offered admission into the
next available term will be processed on a space available basis. International (non-US) students should refer to the section on International Admissions for appropriate deadlines.

F. EARLY ADMISSION AND DUAL ENROLLMENT

1. FGCU has full-time early admission and dual enrollment agreements with local school boards and private high schools for academically talented high school students who would like to challenge themselves by enrolling either part-time or full-time at FGCU and taking courses that will count towards high school graduation and University degree completion.

2. Criteria for Early Admission and Dual Enrollment:

   An applicant for early admission or dual enrollment must meet the following criteria:
   
   a) Demonstrate exceptional academic ability and college readiness,
   
   b) Be enrolled in a rigorous college preparatory curriculum, and
   
   c) Meet the minimum GPA, test score requirements, and eligibility requirements as established in the dual enrollment agreement and as posted on the Accelerated Collegiate Experience (ACE) website.

3. Required Admission Materials

   Students should consult the ACE website for the application procedure including deadlines and required documents. Must submit an application for admission, official high school transcript, and official ACT or SAT test scores.

G. FIRST-TIME-IN-COLLEGE STUDENTS

1. First-Time-In-College Students (FTIC), are defined as students who have earned a high school diploma or its equivalent and who have earned no more than eleven (11) semester hours of transferrable credit after high school graduation. Applicants must submit an application for admission, official transcripts of all secondary work from each post-secondary institution as appropriate, and official ACT or SAT test scores.

2. An FTIC student must be a graduate of an Florida public or regionally accredited high school, or its equivalent, and have completed 18 Carnegie units which are year-long courses and not remedial in nature. At a minimum, the following units must be completed: 4 units of English (at least three with substantial writing); 4 units of mathematics at the level of algebra I or higher (algebra A, B is equivalent to one unit of algebra I); 3 units of natural science (at least two with a laboratory); 3 units of social science (includes anthropology, history, civics, political science, economics,
psychology, sociology or geography); 2 units of the same foreign language (American Sign Language can substitute for a foreign language) (see section 4 below regarding foreign language competency); and 2 academic electives. Students who entered high school as a freshman prior to July 1, 2007 are required to complete 3 units of mathematics and 3 academic electives. FGCU will utilize a weighted GPA as determined by the Office of Admissions. To determine weighted GPAs include one point will be added for credits earned in Advanced Placement (AP), International Baccalaureate (IB), Advanced International Certificate of Education (AICE) courses, and Dual Enrollment courses for grades of C or higher. One-half point will be added for honors courses, Pre-AICE, and Pre-IB for grades of C or higher. FGCU will utilize the student’s weighted GPA as reported on the high school transcript and will recalculate GPAs if the transcript does not include a weighted GPA.

3.2. Academic and elective courses are listed in the Counseling for Future Education Handbook published by the Florida Department of Education. Initial application review is based on high school weighted grade point average (GPA) in the academic units and performance on standardized admission tests. Acceptable tests include the SAT, or the ACT. Students who graduate from high school in 2006 or later must submit the new SAT with the writing test or an ACT with the combined English and writing score.

4.3. Each FTIC student admitted to FGCU is expected to demonstrate competency of foreign language or American Sign Language equivalent to the second high school level or higher (Spanish 2 for example). A limited number of students not meeting the high school foreign language requirement may be admitted; however, these students must fulfill the foreign language requirement prior to completion of the baccalaureate degree.

5.4. FTIC students applying to FGCU may be considered for admission based on the following criteria. Meeting the minimum requirements does not guarantee admission as factors such as number of qualified applicants and available space may be taken into consideration.

a) A 3.0–weighted GPA grade point average on a 4.0 scale paired with one of the standardized admission tests. Subsections of each test must be above minimum/remedial levels, as determined by the Florida Board of Governors and the State Board of Education, or

b) An FTIC student may be admitted if he/she has a high school weighted GPA of 2.5 - 2.99 on a 4.00 scale. Course work from which a student has withdrawn with passing grades will not be included in the calculation. In addition to achieving the minimum GPA, a student must achieve the minimum scores for each SAT Reasoning Test or ACT section as outlined below:

1) SAT: Critical Reading >= 460, or ACT: Reading >= 19,

2) SAT: Mathematics >= 460, or ACT: Mathematics >= 19, and
3) SAT: Writing >= 440, or ACT: English >= 17 and English/Writing >=18.

6.5. Talented Twenty. Any student ranked in the top 20% of his or her Florida public high school and has passed all required academic units, may be admissible to FGCU and admitted on a space available basis.

7.6. Non-traditional program of study. Any applicant who completed a non-traditional high school program of study, which is not measured in Carnegie Units, such as home schooling, or a student who presents a General Equivalency Diploma (GED) instead of a standard high school diploma, may not qualify for admission based on the criteria listed above. Instead, the applicant must present a score of at least 1450 on the SAT (Critical Reading + Math + Writing) or a 21 composite on the ACT plus writing. Subsections of each test must be above the minimum/remedial levels as described above.

8.7. Profile Assessment. A student applying for admission who does not meet these requirements may be eligible for admission through a student profile assessment, which considers additional factors, including, but not limited to, the following: a combination of test scores and GPA that indicate a potential for success, improvement in high school record, military service, family educational background, socioeconomic status, graduation from a low-performing high school, graduation from an international baccalaureate program, the length of time since high school graduation, geographic location, creativity, character, and special talents or abilities. These additional factors shall not include preferences in the admissions process for applicants on the basis of race, national origin, or sex. These students may be admitted if, in the judgment of the Admissions Committee, there is sufficient evidence that the student can be expected to succeed at the institution.

a) The number of FTIC students admitted each year through profile assessment shall not exceed 5% of the total number of admitted FTIC students.

b) Students admitted through profile assessment shall be monitored and provided a learning plan to help ensure that their retention and graduation rates remain at or near the institution’s average. Each year a report will be provided to the FGCU Board of Trustees reviewing the success of these students.

c) Any FTIC student with a learning disability shall be eligible for reasonable substitution or modification of any requirement for admission pursuant to Board of Governors Regulation 6.018.

d) FTIC applicants who earn transferable college credit, regardless of the total number, before graduating high school are considered freshman (FTIC).

H. LOWER DIVISION TRANSFER

1. Students who are lower division transfer applicants (those with at least 12 but fewer than 60 semester hours of transferable credit as determined by the Office of
Admissions) must meet all requirements of incoming first-time-in-college applicants as described in the above section. These students must also have a minimum cumulative 2.0 GPA (on a 4.0 scale) in all previous college work as calculated by the University and be eligible to return as a degree-seeking student in good standing (with at least a 2.0 GPA) to the last institution attended.

2. A limited number of lower level division transfer students not meeting freshman admission criteria may be admitted if the student can reasonably be expected to complete satisfactory academic work. Factors such as the number of post-secondary hours completed, grades obtained, coursework completed, and length of time since high school graduation are some of the factors that will be considered.

FGCU has entered into articulation agreements with several public Florida State/Community Colleges for the purpose of facilitating transfer into FGCU degree programs. Applicants who have received an Associate of Science degree immediately prior to transferring to FGCU will be admitted if, and only if, the following requirements are met: IF AND ONLY IF

3. a) the AS degree is in one of the approved disciplines listed; AND

3. b) from an approved public Florida State/Community College; and AND

3. c) the applicant has applied for the corresponding FGCU degree program.

6. However, transfer applicants with an Associate of Science degree who matriculate to an institution of higher learning and fail to maintain at least a 2.0 GPA in additional courses, will not be eligible to transfer to FGCU. Admission is not guaranteed to programs designated as limited access. Some programs have additional program admission criteria.

4. Applicants Lower division transfer students who meet minimum requirements are not guaranteed admission into FGCU, as factors such as the size of the qualified applicant pool and available space may be taken into consideration.

I. UPPER DIVISION TRANSFER (NON FLORIDA ASSOCIATE OF ARTS)

1. Students with at least 60 semester hours of transferable credit (as determined by the Office of Admissions) are not required to submit test scores for admission to the University. Transfer students must submit the application to the University as well as an official transcript from every postsecondary institution attended.

2. These transfer students must also have a minimum cumulative 2.0 GPA (on a 4.0 scale) as calculated by the University and be eligible to return as a degree-seeking student in good standing (with at least a 2.0 GPA) to the last institution attended. They must have completed at least two college level Math and English courses with grade of C or higher.
2. A student is admissible if his or her GPA is above 2.0 on all previous coursework, is in good standing at the last institution attended and has completed at least two college level Math and English courses with a GPA of 2.5 in each area.

3. Each Transfer student admitted to FGCU is expected to demonstrate competency of foreign language or American Sign Language equivalent to the second high school level or higher (Spanish 2 for example). A limited number of students not meeting the foreign language requirement may be admitted; however, these students must fulfill the foreign language requirement prior to completion of the baccalaureate degree.

4. Individual programs may have additional requirements over and above that which is required to gain University admission including a supplemental application, minimum GPA, pre-requisites courses, and test scores. Students should verify specific program requirements prior to starting the application process.

4.5 Applicants Upper division transfer students who meet minimum requirements are not guaranteed admission into FGCU as factors such as the size of the qualified applicant pool and available space may be taken into consideration.

J. TRANSFER WITH FLORIDA ASSOCIATE OF ARTS DEGREE

1. Admission of Associate of Arts (AA) degree graduates from Florida College System institutions, state colleges, and state universities will be governed by the Articulation Agreement between the state universities and Florida College System institutions, as approved by the Board of Governors and State Board of Education. These Florida Associate in Arts graduates shall receive priority for admission over out-of-state transfer students. The agreement states that, except for limited access programs, admission as a junior to the upper division of the University may be granted to any graduate of a state-approved Florida College, System institution or State University System institution who transfers directly to FGCU, who has completed the university parallel program, and who has received the Associate of Arts (AA) degree which included all of the following:

   a) At least 60 semester hours of academic work exclusive of occupational courses and basic required physical education courses;

   b) An approved general education program of at least 36 semester hours;

   c) A grade point average of at least 2.0 on a 4.0 system for all college-level academic courses attempted;

   d) Completion of requirements for English and Mathematics courses as adopted by the Board of Governors and the State Board of Education, and

   e) Achievement of the minimum standards for college level communication and computation skills as required by section 1007.25 Florida Statutes.

a) AA degree has been awarded and posted on official college transcript;
b) Completed at least 60 semester hours of academic work exclusive of occupational, remedial and physical education courses;

c) Completed an approved general education program of at least 36 semester hours;

d) Must have a minimum cumulative 2.0 GPA (on a 4.0 scale) as calculated by the University and be eligible to return as a degree-seeking student in good standing (with at least a 2.0 GPA) to the last institution attended; and

e) Must have completed at least two college level Math and English courses with a grade of C or higher.

2. Each transfer student admitted to FGCU is expected to demonstrate competency of foreign language or American Sign Language equivalent to the second high school level or higher (Spanish 2 for example). A limited number of students not meeting foreign language requirement may be admitted; however, these students must fulfill the foreign language requirement prior to completion of the baccalaureate degree.

3. Florida community college, state college, or state university Associate of Arts AA graduates are guaranteed the following rights under the Statewide Articulation Agreement:

   a) Admission to one of the twelve state universities, except to “limited access” programs (limited access means that the program has additional admission requirements and some students who meet minimum admission requirements may not be admitted due to space or other constraints).

   b) Acceptance of at least 60 credit hours by the state universities toward the baccalaureate degree.

   c) Transfer of equivalent courses under the Statewide Course Numbering System.

   d) Acceptance by the state universities of credit earned in accelerated programs (e.g., CLEP, AP, Dual Enrollment, Early Admission, AICE, and IB).

   e) No additional general education core requirements.

4. Transfer students must submit an application for admission to the University and official transcripts from every post-secondary institution attended.

5. Individual programs may have additional requirements over and above that which is required to gain University admission including a supplemental application, minimum GPA, pre-requisites courses, and test scores. Students should verify specific program requirements prior to commencing the application process.
K. FORMER STUDENT RETURNING

A former student returning is any former FGCU degree-seeking undergraduate student who has not earned a degree, who has not been enrolled at FGCU for at least a year, and who wishes to re-enroll. The former student must submit a new admission application by the appropriate application deadline. A new application fee is not required. To be readmitted, a student must (a) be in good standing and eligible to return to the last institution attended, including FGCU; and (b) have achieved a GPA of at least 2.0 on a 4.0 scale on all college-level academic courses attempted. Students enrolled in an FGCU-Approved study abroad program are exempt from this requirement and will be permitted to re-enroll upon their return to FGCU.

L. INTERNATIONAL STUDENT ADMISSION

FGCU is authorized under Federal law to enroll non-immigrant students. Applicants are classified as international if they are not United States citizens, dual citizens, or permanent residents, and if they are applying for an F-1 student visa or a J-1 Exchange Visitor visa (Exchange visitors are classified as either scholar or student). International students may apply to study in any degree program or major for which the University has been granted authorization by the U.S. Department of Homeland Security, Student Exchange Visitor Program, or U.S. Department of State to enroll international students. Degree majors with program designs and limitations that do not comply with federal regulations or are pending federal approval are not open to international student applicants.

1. International students must meet admission criteria at the level of entrance for the program to which they apply, as well as the following:

a) International students must have all credentials and admission information submitted to the Office of Admissions prior to the published deadline on the Admissions website for international students. Students whose applications are not completed by these respective dates (all elements of the application process including submission of required documents, transcripts and evaluations, test scores and application fee, etc.) may be deferred to the next fall or spring term for admission.

b) All coursework required for an admissions decision must be evaluated by an international evaluation agency. Agency recommendations are listed on the University’s international admission website. A course-by-course evaluation is required. The applicant pays for this service and contacts the evaluating agency directly.

c) International students currently attending any institution in the United States must submit a visa clearance form issued by FGCU to be completed by their current school designating Florida Gulf Coast University as their transfer institution and confirming their status as an F or J visa holder.
d) Applicants must demonstrate English proficiency in accordance with University policy, and will be required to submit satisfactory evidence to demonstrate English proficiency based on the following options:

1) TOEFL (Test of English as a Foreign Language) scores, unless the country of origin uses English as the official language.
   
   i) A minimum score of 213 is required on the computerized TOEFL, 79 on the Internet-based TOEFL, and 550 on the paper-based TOEFL.

   ii) Some programs, including the MS in Health Science, require a TOEFL score greater than the minimum (see program requirements).

2) With the approval of the Director of Admissions and the appropriate dean, applicants may furnish satisfactory evidence of English competency in lieu of the TOEFL. Examples of satisfactory evidence include, but are not limited to:

   i) Completion of the IELTS (International English Language Testing System, www.IELTS.org) with a minimum score of 6.5;

   ii) Completion of ENC 1101 and ENC 1102 (or equivalent) with a grade of C or higher;

   iii) Receipt of an Associate of Arts (AA) degree from a Florida public institution; or

   iv) A Bachelor’s Degree from a U.S. regionally accredited institution.

e) The applicant must file a Financial Statement confirming availability of specific funds to finance the first year of study before the University issues the appropriate documents for obtaining a visa.

f) A J-1 student’s Financial Statement must document that the student is directly or indirectly financed by the U.S. government, the government of their home country, an international organization of which the U.S. is a member (by treaty or statute) or if they are substantially supported by funding from any source other than personal or family funds, including an FGCU tuition waiver.

 g) No international student in F or J non-immigrant status shall be permitted to register, or continue enrollment, without demonstrating that the student has adequate medical insurance coverage for illness and accidental injury and which meets the minimum requirements set forth in FGCU-PR4.008 and the Board of Governors Regulation 6.009.

 h) International students are subject to the same University policies and procedures that apply to all students, such as admission, enrollment, immunization, etc.
Additionally, international students are obligated to follow and comply with the laws and regulations set by the United States Department of State, United States Department of Homeland Security and/or the United States Citizenship and Immigration Services, which may determine the student’s eligibility for enrollment, residency status, limitations on credit hours or semesters of study, limitations on enrollment of distance learning courses and length of presence in the U.S.

M. ACADEMIC AMNESTY

A readmitted undergraduate student who has not been in attendance at FGCU for a period of at least five (5) years may apply to the Academic Standards Committee for academic amnesty. Specific details on the policy for amnesty, how to apply, and the conditions under which amnesty may be granted are published in the University Catalog by the Office of the Registrar.

N. SUBSTITUTION OR MODIFICATION OF ADMISSION REQUIREMENT

A student who is requesting a reasonable substitution or modification for any requirements for admission into an undergraduate program due to a disability must provide appropriate documentation (less than three years old) that supports the ability to succeed at the university level. The Admissions Appeals Committee will review this petition for admission. The admission decision will be made on an individual basis from documentation provided by the student. If an admission test score is required for the specific category of undergraduate admission, the test score will not be waived.

O. PRIOR CONDUCT

1. All students are required to respond to the questions related to prior conduct on the University admissions application, and are subject to a conduct clearance prior to admission. Florida Board of Governors’ Regulation 6.001(7) authorizes universities to refuse admission to applicants due to past misconduct. The Office of Undergraduate Admissions reviews disclosures by students who disclose criminal traffic violations and minor academic issues in response to the admissions application conduct question. All other responses to the admissions application conduct questions to any programs at FGCU must be cleared through the Dean of Students or designee. The Dean of Students or designee reviews all applications disclosing information regarding any violation of the law including, but not limited to, criminal charges, convictions, criminal traffic violations, a conduct case at another institution, or pending FGCU Student Code of Conduct charges. Decisions are made in the best interest of the University community consistent with state and federal law. The Admissions Prior Conduct Procedure Manual contains guidelines to review these disclosures and will be used to review of conduct prior to admissions.

2. A misrepresentation in the response to the conduct history questions may result in a rescinding of admission.

P. APPEALING ADMISSIONS DECISIONS
1. Applicants denied admissions may appeal the decision to the Admissions Appeals Committee by sending a written request. The Committee schedules meetings throughout the fall and spring semesters. Notification of the Committee’s decision will be sent in writing within ten days after the Committee has reviewed the appeal. The Committee is chaired by the Associate Director of Admissions Operations and is comprised of Faculty representatives from each of the five Colleges plus non-voting representatives from First Year Advising and Adaptive Services.

2. Applicants denied admission should submit letters of recommendation, additional test scores, or personal statements/essays to the Admissions Appeals Committee through the Office of Admissions.

3. If students are admitted to the University yet denied admission to a limited access program, an appeal should be made to the specific program appeals committee.

Q. DEFERRING ADMISSION

A student who does not enroll the semester to which he or she has been admitted may defer admission to a future semester by writing to the Office of Admissions and submitting a “Request for Change of Admission Term” form. Admission in the new term is not automatic, and a student requesting a new entry date must meet the admission requirements in effect for the new term. Entry dates for some programs are limited to specified terms. If a student attends another collegiate institution in the interim, an official transcript of all work attempted is required. A new application and application fee are required when deferring admission to a term beginning more than two semesters after the original admission term.

R. TRANSFER OF COURSEWORK

1. The Office of Admissions is responsible for receiving and evaluating transfer credit. The office evaluates the acceptability of total credits transferable to FGCU and identifies total credits accepted at the lower division (1000 and 2000 level courses). The college of the student’s major assigns equivalent upper division (3000 and 4000 level) courses and graduate (5000 and 6000 level) courses in determining which courses are applicable toward specific degrees.

2. The University reserves the right to evaluate transfer courses on an individual basis. Age and concordance of content to current requirements may be factors in determining course transfer and acceptance toward degrees; individual colleges and programs have the authority to establish age standards for acceptance of transfer courses.

3. FGCU evaluates transfer coursework taken at another college or university if that institution is accredited, or in candidacy for accreditation, by one of the following regional accrediting associations:

   a) New England Association of Schools and Colleges, Inc. /Commission on Institutions of Higher Education;
b) Middle States Association of Colleges and Secondary Schools;

c) North Central Association of Colleges and Schools;

d) Northwest Association of Schools and Colleges;

e) Southern Association of Colleges and Schools/Commission on Colleges; or

f) Western Association of Schools and Colleges/Accrediting Commission for Senior Colleges and Universities and Accrediting Commission for Community and Junior Colleges.

Notwithstanding, transfer credit from all post-secondary education institutions will be considered on a case-by-case basis.

4. General guidelines for awarding transfer credit:

a) Credit is not given for technical, vocational, physical education, or pre-college courses, or for courses completed below a grade of D-.

b) Credit by departmental examination from another institution and will be evaluated on a case-by-case basis. Credits awarded by another institution solely on the basis of SAT or ACT scores will not be accepted by FGCU.

c) Courses with a transfer grade of C- or below may not be used toward completion of Gordon Rule requirements, satisfaction of computational and communication requirements.

d) An equivalent FGCU course number will be entered on the student’s official academic transcript.

e) Transfer credits will not be computed into a student’s FGCU institutional GPA for FGCU coursework, but will be included in the student’s overall GPA.

i) All coursework required for an admissions decision must be evaluated by an international evaluation agency. Agency recommendations are listed on the international admission website. A course-by-course evaluation is required. The applicant pays for this service and contacts the evaluating agency directly.

f) All transfer credit evaluations are completed during the evaluation process to determine admission to the University after admission to the University and prior to the student’s orientation. Only official transcripts will be evaluated.
g) Transfer students from non-regionally accredited Florida institutions that follow the state common course numbering system may have a limited number of courses credited.

h) Transfer of credit from an institution based on the quarter system will be converted to the semester system by multiplying the credit by a factor of .67.

i) Transfer credit earned through the Statewide Course Numbering System is acceptable, based on the System’s guidelines.

5. College Credit for Military Training and Education Courses:
   a) The Office of Transfer Articulation shall review college credit submitted by an applicant which was earned through military training or coursework which is recognized by the American Council on Education (ACE).
   b) The Office of Transfer Articulation shall utilize the ACE Guide to the Evaluation of Educational Experiences in the Armed Services (as listed on the Joint Services Transcript (JST) or the Community College of the Air Force Transcript (CCA)) in order to determine equivalency and alignment of military training or coursework with University courses.
   c) If the Office of Transfer Articulation determines that the military training or coursework is equivalent to and fulfills a general education or major course or degree program requirement, the training or coursework will be credited towards graduation and meet the identified requirement. Alternative course credit, including free elective course credit, will be granted if the coursework is not equivalent to a general education, major course, or degree program requirement.
   d) Articulation credit earned via military training and coursework that was previously evaluated and awarded by a college degree granting institution which is part of the State University System of Florida, and that is appropriate to the transfer student’s major at the University, will be accepted, subject to the University’s limit on the amount and level of transfer credit allowed for a given degree.
   e) Credit awarded for military education and training shall be noted on the student’s transcript and documentation of the credit equivalency evaluation shall be maintained in the student’s education record.

6. College Credit for Online Courses Completed Prior to Initial Enrollment
   a) If requested by an applicant prior to the student’s initial term of enrollment in undergraduate education, FGCU shall evaluate online coursework. Credit will be
awarded if the academic program determines the online course content and learning outcomes are comparable to FGCU offered courses, the online course meet the quality and accreditation standards intended for transfer courses, and the online course is relevant to the applicant’s intended program of study.

b) It is the applicant’s responsibility to initiate the request for review of such online coursework. The request should be made to the Office of Undergraduate admission and include an official transcript, course description, and syllabus. Additional documentation made be required as determined by the reviewing academic program.

c) A student denied transfer of online coursework may submit a written appeal to the appropriate College Dean.

d) Credit awarded by the University for online coursework will be noted on the student’s transcript.

S. SECOND BACCALAUREATE DEGREE

Graduates from regionally accredited four-year U.S. institutions may apply for admission to work toward a second undergraduate degree. The first baccalaureate degree satisfies the general education requirement and provides exemption from the foreign language requirement for admission. Second baccalaureate degree applicants should submit all transcripts and an undergraduate application for acceptance into the University. Individual programs may have additional requirements over and above that which is required to gain University admission including a supplemental application, minimum GPA, pre-requisites courses, and test scores. Students should verify specific program requirements prior to commencing the application process.

T. LANGUAGE ADMISSION REQUIREMENT

All admitted undergraduate students must satisfy the statewide foreign language admission requirement or meet exemption criteria. Applicants whose native language is not English must also satisfy this requirement, but may do so with appropriate course work in their native language. The language admission requirement for each type of applicant is described above.

A student may be exempt from the state university foreign language requirement if one of the following criteria is met:

1. Received an Associate of Arts AA degree from a Florida College System institution prior to September 1, 1989; or

2. Enrolled in an Associate of Arts AA program at Florida College System institutions prior to August 1989 and maintained continuous enrollment until admission to and enrollment in FGCU; or
3. Has a baccalaureate degree from a regionally accredited college or university; or

4. Can demonstrate equivalent foreign language competence through credit awarded on the basis of scores on the foreign language subject matter examinations in the College Level Examination Program (CLEP), which must be equivalent to 8 semester hours of college-level work. The minimum scores for awarding CLEP credit and the maximum CLEP credit to be awarded are as outlined in the chart below:

<table>
<thead>
<tr>
<th>Examination</th>
<th>Minimum Score</th>
<th>Maximum Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>French</td>
<td>50</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>59</td>
<td>8</td>
</tr>
<tr>
<td>German</td>
<td>50</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>60</td>
<td>8</td>
</tr>
<tr>
<td>Spanish</td>
<td>50</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>63</td>
<td>8</td>
</tr>
</tbody>
</table>

U. DEGREE ACCELERATION PROGRAMS

College credits earned by high school or college students on the basis of the College Board’s Advanced Placement Program (AP), College Level Examination Program (CLEP), Advanced International Certificate of Education Program (AICE), or the International Baccalaureate Program (IB) will be accepted. Credit received from one exam program may not be duplicated by another, nor duplicated through dual enrollment credit. A maximum of 45 semester hours of AP, CLEP, AICE, and IB credits can be applied toward a degree. For students with more than 45 applicable credits, AP, AICE and IB credits will be transferred before evaluating other credits. AP, IB, and CLEP information regarding courses/areas for which FGCU credit may be assigned is subject to change. The State Articulation Coordinating Committee, a joint committee of the Department of Education and the Board of Governors, establishes the passing scores and course equivalencies for these programs. Current approved scores and equivalent courses are maintained in the University Catalog.

1. Advanced Placement Program (AP). Students must submit an official Advanced Placement transcript from The College Board as evidence of completion of a college-level course taken in high school. If the examination results meet the requirements in the equivalency table listed in the University catalog, the student may be given University credit. The courses listed indicate the FGCU course equivalency that will appear on the student’s FGCU transcript. AP equivalence will count toward communication and computational skills requirements, Gordon Rule requirements if the equivalent course fulfills the Gordon Rule requirement. AP credit will appear on the student’s permanent record.
2. College Level Examination Program (CLEP). Students must submit an official transcript from The College Board for scores to be considered for credit. CLEP examination scores must meet the minimum standards established by the State University System and FGCU. CLEP credit will appear on the student’s permanent record. CLEP credit will count toward communication and computational skills requirements. Gordon Rule Writing and mathematics requirements if the equivalent FGCU course fulfills the Gordon Rule requirement. CLEP credit does not factor into the GPA because a grade is not associated with CLEP credit.

2.3 International Baccalaureate Program (IB). Students may be awarded up to 30 semester hours of credit in FGCU courses for scores of four (4) or higher on IB exams, in accordance with the equivalency table in the University catalog. In awarding credit for IB diploma holders, higher level exams will be given priority in awarding credit. Students without an IB diploma will be awarded credit only for higher-level exams on which a score of five (5) or higher is obtained. IB equivalence will count toward communication and computational skills requirements. Gordon Rule requirements if the equivalent course fulfills the Gordon Rule requirement.

3.4 Advanced International Certificate of Education Program (AICE). Like the International Baccalaureate program, the AICE program is an international curriculum and examination program modeled on the British pre-college curriculum and “A-Level” exams. Students may be awarded up to 30 credits earned via the AICE program. Course grade equivalency is based on the schedule found in the University Academic Catalog.

4.5 Military Service. Official credentials from military service schools will be evaluated on the basis of American Council on Education (ACE) recommendations. Credit may be granted when courses are equivalent to those offered by FGCU; however, recommendations by the ACE are not binding upon the University.

5.6 Dantes Subject Standardized Tests (DSST). These tests are designed to test student’s knowledge in a variety of college-level subjects and credit will be accepted based on recommendations for exams and passing scores as determined by the State Articulation Coordinating Committee Board of Education.

6.7 Credit by Examination. FGCU colleges and departments may offer examinations for academic credit to undergraduate students upon request. The colleges or departments must be directly contacted concerning the availability of examinations.

7. Articulation Agreements. Articulation agreements between FGCU and several Florida College System institutions allow students with Associate of Science (AS) degrees in some programs to enter FGCU with upper level status.

V. IMMUNIZATION REQUIREMENT

As a prerequisite to registration as a degree-seeking or non-degree-seeking student, FGCU requires all students born after December 31, 1956, to present documented proof of
immunity to measles (Rubeola) and Rubella. All students need to be vaccinated against meningitis and hepatitis B diseases or sign a waiver (if they are over 18 years of age). Prior to initial registration, each student must submit a completed FGCU Immunization History Form to Student Health Services. Students are strongly urged to complete this requirement before attending Orientation.

1. The following are acceptable proofs of immunization and vaccines:
   a) Proof of two MMR or MMRV vaccinations received at least 28 days apart after 12 months of age; or Proof of immunity by way of a blood test result (titer); or
   b) Proof of meningitis and hepatitis B vaccines or sign a waiver (if over 18 years of age).

2. Questions about acceptable proof, exemptions, or temporary deferments may be directed to Student Health Services.

3. The University reserves the right to refuse registration to any student whose health record or report of medical examination indicates the existence of a condition which may be harmful to members of the University community.

W. NON-DEGREE SEEKING ENROLLMENT

Non-degree seeking enrollment allows a student to enroll in courses on a space available basis and has been established for those individuals who do not have an immediate intention to pursue a degree program. Former degree seeking students at FGCU who have not completed a degree program will not normally be permitted to enroll in a non-degree seeking category. Successful completion of courses while in this classification does not provide a basis for regular admission at a later date. Students seeking graduate courses on a non-degree-seeking basis are considered Post-Baccalaureate (Post-Bac) and should reference Graduate Admissions requirements.

1. Students enrolling in this classification are subject to the following regulations:
   a) Non-degree seeking students are subject to the same University rules and regulations as degree seeking students.
   b) International students may only enroll as non-degree seeking students with permission from the University due to limitations of certain visa statuses and federal regulations.
   c) Non-degree seeking students are not eligible to receive financial aid.
   d) Non-degree seeking students are not eligible to stay in University housing or to receive University honors.
e) A degree-seeking student denied admission to FGCU may not subsequently enroll as a non-degree seeking student. This restriction will be waived if the student subsequent to the denial from FGCU has completed a degree program or has been a student in good academic standing at another postsecondary institution. Official transcripts will be required in these cases.

f) A non-degree seeking student dismissed from the University will not be eligible for admission as a degree-seeking student.

g) A non-degree seeking student is limited to 15 credit hours of undergraduate coursework. A college may waive this restriction for students wishing to enter specific degree programs in special circumstances.

h) Hours taken at FGCU as a non-degree-seeking student cannot be used to meet the 60 transferable hours required for admission as an upper division student.

i) A non-degree seeking student must be in good academic standing at his/her previous institution (including FGCU) and eligible to return.

j) Registration for classes is on a space available basis, subject to any required course prerequisites and other restrictions as determined by the applicable College or Program.

k) Registration is in accordance with the deadlines posted on the academic calendar.

l) First-time-in-college students will not be allowed to enroll as a non-degree seeking status student.

2. Application Procedure

Application procedures for non-degree seeking students or transient students are provided on the undergraduate admissions website and the Office of the Registrar’s website.

Action by Florida Gulf Coast University Board of Trustees
Approved 06/17/14

Action by Florida Board of Governors
Approved 07/11/2014

Specific Authority
Chapter 1007, Part II, Florida Statutes; Board of Governors Regulations 1.001, 6.001, 6.002, 6.004, 6.005, 6.006, 6.007, 6.009, and 6.018; Section 504 of the Rehabilitation Act of 1973

History of Regulation
New 04/21/09; Amended 09/23/10, 7/11/14

Effective Date of Regulation
07/11/2014
Florida Gulf Coast University Board of Trustees
September 8, 2015


PROPOSED BOARD ACTION

Information only

BACKGROUND INFORMATION

This report details the fiscal activities of the institution through the close of June 30, 2015.


Prepared by: Director of University Budgets David Vazquez

Legal Review by: N/A

Submitted by: Vice President for Administrative Services and Finance Steve Magiera
Florida Gulf Coast University
Expenditure Summary
Close of Fiscal Year 14-15
Grand Summary

<table>
<thead>
<tr>
<th>Summary of Revenues</th>
<th>FY 14-15 Budgeted Revenue</th>
<th>FY 14-15 Actual Revenue</th>
<th>% Budget Revenue Collected</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Revenue</td>
<td>57,001,233</td>
<td>57,188,688</td>
<td>100.33%</td>
<td>187,455</td>
</tr>
<tr>
<td>Tuition &amp; Fees</td>
<td>52,356,500</td>
<td>53,387,296</td>
<td>101.97%</td>
<td>1,030,796</td>
</tr>
<tr>
<td>Lottery</td>
<td>7,193,122</td>
<td>7,193,122</td>
<td>100.00%</td>
<td>-</td>
</tr>
<tr>
<td>Student Activity Fees</td>
<td>4,106,017</td>
<td>4,008,199</td>
<td>97.62%</td>
<td>(97,818)</td>
</tr>
<tr>
<td>Athletic Revenue</td>
<td>9,101,826</td>
<td>9,194,949</td>
<td>101.02%</td>
<td>93,123</td>
</tr>
<tr>
<td>Concessions</td>
<td>260,000</td>
<td>340,515</td>
<td>130.97%</td>
<td>80,515</td>
</tr>
<tr>
<td>Financial Aid Revenues</td>
<td>25,765,000</td>
<td>27,059,370</td>
<td>105.02%</td>
<td>1,294,370</td>
</tr>
<tr>
<td>Grant Associated Revenue</td>
<td>12,867,993</td>
<td>12,117,532</td>
<td>94.17%</td>
<td>(750,461)</td>
</tr>
<tr>
<td>Auxiliary Revenue</td>
<td>48,457,504</td>
<td>48,898,271</td>
<td>100.91%</td>
<td>440,767</td>
</tr>
</tbody>
</table>

**Summary of Revenues**
217,109,195       219,387,942       101.05%       2,278,747

<table>
<thead>
<tr>
<th>Summary of Expenditures</th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expended</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>108,675,385</td>
<td>105,535,703</td>
<td>97.11%</td>
<td>(3,139,682)</td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>11,558,903</td>
<td>11,547,897</td>
<td>99.90%</td>
<td>(11,006)</td>
</tr>
<tr>
<td>General Expense</td>
<td>46,533,404</td>
<td>43,048,925</td>
<td>92.51%</td>
<td>(3,484,479)</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>2,503,659</td>
<td>2,371,504</td>
<td>94.72%</td>
<td>(132,155)</td>
</tr>
<tr>
<td>Financial Aid/Scholarship</td>
<td>27,301,207</td>
<td>28,619,522</td>
<td>104.83%</td>
<td>1,318,315</td>
</tr>
<tr>
<td>Library Resources</td>
<td>1,577,077</td>
<td>1,629,961</td>
<td>103.35%</td>
<td>52,884</td>
</tr>
<tr>
<td>Transfer to DSO</td>
<td>17,901,873</td>
<td>18,455,011</td>
<td>103.09%</td>
<td>553,138</td>
</tr>
</tbody>
</table>

**Summary of Expenditures**
216,051,508       211,208,523       97.76%       (4,842,985)
Florida Gulf Coast University
Expenditure Summary
Close of Fiscal Year 14-15
General Revenue

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Budgeted Revenue</th>
<th>FY 14-15 Actual Revenue</th>
<th>% Budget Revenue Collected</th>
<th>Variance to Budget</th>
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<td>7,193,122</td>
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<td>100.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total E&amp;G Revenue</strong></td>
<td>116,550,855</td>
<td>117,769,106</td>
<td>101.05%</td>
<td>1,218,251</td>
</tr>
</tbody>
</table>

E&G Expense

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expended</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>86,254,344</td>
<td>82,504,596</td>
<td>95.65%</td>
<td>(3,749,748)</td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>6,428,315</td>
<td>6,220,683</td>
<td>96.77%</td>
<td>(207,632)</td>
</tr>
<tr>
<td>General Expense</td>
<td>20,302,099</td>
<td>19,071,037</td>
<td>93.94%</td>
<td>(1,231,062)</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>1,709,020</td>
<td>1,696,321</td>
<td>99.26%</td>
<td>(12,699)</td>
</tr>
<tr>
<td>Financial Aid/Scholarship</td>
<td>280,000</td>
<td>178,324</td>
<td>63.69%</td>
<td>(101,676)</td>
</tr>
<tr>
<td>Library Resources</td>
<td>1,577,077</td>
<td>1,629,961</td>
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</tr>
<tr>
<td>E&amp;G Reserve Requirements</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total E&amp;G Expenditures</strong></td>
<td>116,550,855</td>
<td>111,300,921</td>
<td>95.50%</td>
<td>(5,249,934)</td>
</tr>
</tbody>
</table>
Florida Gulf Coast University
Expenditure Summary
Close of Fiscal Year 14-15
Student Related Activities

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Budgeted Revenue</th>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>105.02%</td>
<td>1,294,370</td>
</tr>
<tr>
<td><strong>Total Local Fund Revenues</strong></td>
<td>39,232,843</td>
<td>40,603,033</td>
<td>103.49%</td>
<td>1,370,190</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expenditure</th>
<th>% Actual to Budget Spent</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Student Related Activities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>964,148</td>
<td>938,680</td>
<td>97.36%</td>
<td>(25,468)</td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>789,665</td>
<td>692,797</td>
<td>87.73%</td>
<td>(96,868)</td>
</tr>
<tr>
<td>General Expense</td>
<td>1,973,345</td>
<td>2,075,932</td>
<td>105.20%</td>
<td>102,587</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>4,000</td>
<td>38,073</td>
<td>951.82%</td>
<td>34,073</td>
</tr>
<tr>
<td><strong>Total Student Activities Expenditures</strong></td>
<td>3,731,158</td>
<td>3,745,482</td>
<td>100.38%</td>
<td>14,324</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expenditure</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Intercollegiate Athletics</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>4,132,517</td>
<td>4,107,354</td>
<td>99.39%</td>
<td>(25,163)</td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>674,562</td>
<td>882,459</td>
<td>130.82%</td>
<td>207,897</td>
</tr>
<tr>
<td>General Expense</td>
<td>2,688,130</td>
<td>2,992,376</td>
<td>111.32%</td>
<td>304,246</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>112,500</td>
<td>18,430</td>
<td>16.38%</td>
<td>(94,070)</td>
</tr>
<tr>
<td>Financial Aid/Scholarship</td>
<td>1,491,717</td>
<td>1,516,082</td>
<td>101.63%</td>
<td>24,365</td>
</tr>
<tr>
<td><strong>Total Intercollegiate Athletics Expenditures</strong></td>
<td>9,099,426</td>
<td>9,516,701</td>
<td>104.59%</td>
<td>417,275</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expenditure</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Concessions</strong></td>
<td>147,000</td>
<td>142,148</td>
<td>96.70%</td>
<td>(4,852)</td>
</tr>
<tr>
<td><strong>Total Concessions Expenditures</strong></td>
<td>147,000</td>
<td>142,148</td>
<td>96.70%</td>
<td>(4,852)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expenditure</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Financial Aid</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>315,000</td>
<td>340,895</td>
<td>108.22%</td>
<td>25,895</td>
</tr>
<tr>
<td>Financial Aid/Scholarship</td>
<td>25,450,000</td>
<td>26,823,123</td>
<td>105.40%</td>
<td>1,373,123</td>
</tr>
<tr>
<td><strong>Total Financial Aid Expenditures</strong></td>
<td>25,765,000</td>
<td>27,164,018</td>
<td>105.43%</td>
<td>1,399,018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expenditure</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Student Related Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>5,096,665</td>
<td>5,046,034</td>
<td>99.01%</td>
<td>(50,631)</td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>1,779,227</td>
<td>1,916,150</td>
<td>107.70%</td>
<td>136,923</td>
</tr>
<tr>
<td>General Expense</td>
<td>4,808,475</td>
<td>5,210,457</td>
<td>108.36%</td>
<td>401,982</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>116,500</td>
<td>56,502</td>
<td>48.50%</td>
<td>(59,998)</td>
</tr>
<tr>
<td>Financial Aid/Scholarship</td>
<td>26,941,717</td>
<td>28,339,205</td>
<td>105.19%</td>
<td>1,397,488</td>
</tr>
<tr>
<td><strong>Total Student Related Expenditures</strong></td>
<td>38,742,584</td>
<td>40,568,349</td>
<td>104.71%</td>
<td>1,825,765</td>
</tr>
</tbody>
</table>
Florida Gulf Coast University  
Expenditure Summary  
Close of Fiscal Year 14-15  
Grant and Auxiliary Activity

<table>
<thead>
<tr>
<th>Grant and Auxiliary Revenue</th>
<th>FY 14-15 Budgeted Revenue</th>
<th>FY 14-15 Actual Revenue</th>
<th>% Budget Collected</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Associated Revenue</td>
<td>12,867,993</td>
<td>12,117,532</td>
<td>94.17%</td>
<td>(750,461)</td>
</tr>
<tr>
<td>Auxiliary Revenue</td>
<td>48,457,504</td>
<td>48,898,271</td>
<td>100.91%</td>
<td>440,767</td>
</tr>
<tr>
<td><strong>Total Grant and Auxiliary Revenue</strong></td>
<td><strong>61,325,497</strong></td>
<td><strong>61,015,803</strong></td>
<td><strong>99.49%</strong></td>
<td><strong>(309,694)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant Activities</th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expended</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>6,316,556</td>
<td>6,296,416</td>
<td>99.68%</td>
<td>(20,140)</td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>1,001,936</td>
<td>1,204,793</td>
<td>120.25%</td>
<td>202,857</td>
</tr>
<tr>
<td>General Expense</td>
<td>5,168,363</td>
<td>4,356,727</td>
<td>84.30%</td>
<td>(811,636)</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>301,648</td>
<td>244,312</td>
<td>80.99%</td>
<td>(57,336)</td>
</tr>
<tr>
<td>Financial Aid/Scholarship</td>
<td>79,490</td>
<td>101,994</td>
<td>128.31%</td>
<td>22,503</td>
</tr>
<tr>
<td><strong>Total Grant Activities Expenditures</strong></td>
<td><strong>12,867,993</strong></td>
<td><strong>12,204,241</strong></td>
<td><strong>94.84%</strong></td>
<td><strong>(663,752)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Auxiliary Activities</th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expended</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>11,007,820</td>
<td>11,688,658</td>
<td>106.19%</td>
<td>680,838</td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>2,349,425</td>
<td>2,206,271</td>
<td>93.91%</td>
<td>(143,154)</td>
</tr>
<tr>
<td>General Expense</td>
<td>16,254,467</td>
<td>14,410,705</td>
<td>88.66%</td>
<td>(1,843,762)</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>376,491</td>
<td>374,368</td>
<td>99.44%</td>
<td>(2,123)</td>
</tr>
<tr>
<td>Transfer to DSO</td>
<td>17,901,873</td>
<td>18,455,011</td>
<td>103.09%</td>
<td>553,138</td>
</tr>
<tr>
<td><strong>Total Auxiliary Activities Expenditures</strong></td>
<td><strong>47,890,076</strong></td>
<td><strong>47,135,012</strong></td>
<td><strong>98.42%</strong></td>
<td><strong>(755,063)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant &amp; Auxiliary Activity</th>
<th>FY 14-15 Budgeted Expenditures</th>
<th>FY 14-15 Actual Expended</th>
<th>% Actual to Budget Spent</th>
<th>Variance to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>17,324,376</td>
<td>17,985,073</td>
<td>103.81%</td>
<td>660,697</td>
</tr>
<tr>
<td>Other Personal Services</td>
<td>3,351,361</td>
<td>3,411,064</td>
<td>101.78%</td>
<td>59,703</td>
</tr>
<tr>
<td>General Expense</td>
<td>21,422,830</td>
<td>18,767,432</td>
<td>87.60%</td>
<td>(2,655,399)</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>678,139</td>
<td>618,680</td>
<td>91.23%</td>
<td>(59,459)</td>
</tr>
<tr>
<td>Financial Aid/Scholarship</td>
<td>79,490</td>
<td>101,994</td>
<td>128.31%</td>
<td>22,503</td>
</tr>
<tr>
<td>Transfer to DSO</td>
<td>17,901,873</td>
<td>18,455,011</td>
<td>103.09%</td>
<td>553,138</td>
</tr>
<tr>
<td><strong>Total Grant &amp; Auxiliary Activity</strong></td>
<td><strong>60,758,069</strong></td>
<td><strong>59,339,253</strong></td>
<td><strong>97.66%</strong></td>
<td><strong>(1,418,816)</strong></td>
</tr>
</tbody>
</table>
Florida Gulf Coast University Board of Trustees
September 8, 2015

SUBJECT: FGCU 2015 Legislature Regular and Special Sessions Report

PROPOSED BOARD ACTION

Information only

BACKGROUND INFORMATION

The report details legislation and appropriations approved by the Florida Legislature in the 2015 Regular and Special Sessions, and the Governor’s actions.

Additionally, in 2014 the Florida Legislature passed House Bill (HB) 9, which convenes the 2016 Florida Legislative Session on January 12, 2016.

Supporting Documentation Included: (1) FGCU 2015 Regular Session Report, and (2) FGCU 2015 Special Session A Report

Prepared by: Director of Government Relations Jennifer Goen

Legal Review by: N/A

Submitted by: President Wilson G. Bradshaw
The Florida Legislature started its 60-day regular Session March 3, 2015, to pass a constitutionally mandated balanced budget. The 2015 regular Session officially ended on May 1, 2015, without a constitutionally required balanced state budget. It is reported that last time this situation occurred was in 1972.

Not long after the start of the 2015 regular Session, a disagreement became apparent regarding opposing plans on how to address an expected $2.2 billion shortfall that would occur when the federal government ended the Low Income Pool (LIP) payments to hospitals providing indigent care. The differences in the two Chambers' approaches resulted in a House budget proposal of approximately $4 billion less than the Senate proposal.

With the eventual adjournment by both chambers, and two court decisions regarding the constitutionality of the House’s early adjournment, President Gardiner and Speaker Crisafulli issued a joint proclamation dated May 15, 2015, which announced the 2015 Special Session A scheduled for June 1, 2015, through June 20, 2015.

**FGCU BOARD OF TRUSTEE – TRUSTEE CONFIRMATION**

<table>
<thead>
<tr>
<th>2015 FGCU Trustee Confirmation</th>
<th>Term</th>
<th>Received by Senate Committee on Ethics and Elections staff</th>
<th>Referred to Senate Committee on Education</th>
<th>Referred to Senate Committee on Ethics and Elections</th>
<th>Full Senate Confirmation (floor action)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trustee Kevin Price</td>
<td>1/16/2015 to 1/6/2020</td>
<td>03/06/2015</td>
<td>04/07/2015</td>
<td>04/15/2015</td>
<td>4/29/2015</td>
</tr>
<tr>
<td>Trustee Robbie Roepstorff</td>
<td>3/19/2015 to 1/6/2020</td>
<td>04/09/2015</td>
<td>N/A</td>
<td>04/15/2015</td>
<td>4/29/2015</td>
</tr>
<tr>
<td>Trustee Kenneth Smith</td>
<td>1/16/2015 to 1/6/2020</td>
<td>03/06/2015</td>
<td>04/07/2015</td>
<td>04/15/2015</td>
<td>4/29/2015</td>
</tr>
<tr>
<td>Trustee Christian Spilker</td>
<td>3/19/2015 to 1/6/2020</td>
<td>04/14/2015</td>
<td>N/A</td>
<td>N/A</td>
<td>4/29/2015</td>
</tr>
</tbody>
</table>

*The five trustees listed above have completed the process required for executive appointments. The "Full Senate Confirmation" denotes the final step in the process, and each FGCU trustee is now confirmed as per 114.05 F. S.
HIGHER EDUCATION ISSUES

CS/SB 426 - Relating to Trust Funds of the Department of Education and the Board of Governors of the State University System
(Approved by the Governor 4/16/2015)
CS/SB 426 makes the following changes:

- terminates five obsolete trust funds within the Department of Education or Board of Governors of the State University System: the Building Fee Trust Fund, the Replacement Trust Fund, the University Concurrency Trust Fund, the Law Enforcement Trust Fund, and the Uniform Payroll Trust Fund;
- amends s. 1010.86, F.S., to place the administration of the Capital Improvement Fee Trust Fund under the Board of Governors, where the trust fund currently resides in practice since the Board of Governors has authority over the State University System; and
- amends s.932.7055 (6)(g), F.S., to direct the deposit of proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act into the state university’s appropriate local account, rather than the university’s law enforcement trust fund.

The bill provides an effective date of July 1, 2015.

CS/HB 951 - Relating to Dietetics and Nutrition
(Approved by the Governor 6/10/2015)
CS/HB 951 makes the following changes:

- amends part X of chapter 468, F.S., the Dietetics and Nutrition Practice Act (Act);
- expands the scope of practice for licensed dieticians/nutritionists (DN) by authorizing DNs to order therapeutic diets;
- states that the Act does not preclude a licensed DN from independently ordering a therapeutic diet if otherwise authorized to order such a diet in Florida;
- allows individuals to become licensed as a DN without an examination when applicants for such licensure are:
  - Registered with the Commission on Dietetic Registration and are in compliance with all of the qualifications in chapter 468, F.S., related to the practice of dietetics and nutrition; or
  - certified as nutrition specialists by the Certification Board for Nutrition Specialists, or are Diplomates of the American Clinical Board of Nutrition, and are in compliance with the qualifications under s. 468.509, F.S.27; and
- provides title protection for certain qualified individuals. Specifically, the bill authorizes only individuals who are:
  - Registered with the Commission on Dietetic Registration as a DN to use the title “Registered Dietician/Nutritionist” and the designation “R.D.N.”;
  - certified by the Certification Board for Nutrition Specialists to use the title “Certified Nutrition Specialist” and the designation “CNS”; and
  - certified by the American Clinical Board of Nutrition to use the title “Diplomate of the American Clinical Board of Nutrition” and the designation of “DACBN”.

The bill provides an effective date of July 1, 2015.
CS/CS/CS/HB 217 - Relating to Engineers
(Vetoed by the Governor 6/11/2015)

CS/CS/CS/HB 217 makes the following changes:

- adds the title “registered engineers” to the current list of titles prohibited from being used by anyone other than a licensed engineer.
- prohibits any person other than a duly licensed structural engineer from practicing structural engineering and from using the title “licensed structural engineer”, “professional structural engineer”, “registered structural engineer”, “structural engineer”, or any other title tending to indicate licensure as a structural engineer in this state, beginning March 1, 2017.
- defines a “licensed structural engineer”, “professional structural engineer”, “registered structural engineer” and “structural engineer” as a person licensed to practice structural engineering.
- defines “structural engineering” as an engineer service or creative work that includes the structural analysis and design of structural components or systems for threshold buildings. The definition includes “engineering”, as currently defined in the chapter. Threshold buildings are defined in current law as any building which is greater than three stories or 50 feet in height, or which has an occupancy which exceeds 5,000 square feet and an occupant content of greater than 500 persons.
- Incorporates “structural engineer” throughout chapter 471, F.S., related to the licensing and regulation of engineers. In those parts of the chapter where “structural engineer” is not used or specifically named, current law would automatically include them by the use of generic terms like “applicant”, “application”, “person”, “license” and “licensee”. By creating the license type of “structural engineer”, it appears that all applicants and licensees will be treated similarly, including, but not limited to, the parts of the chapter related to exemptions, qualifications, fees, examinations, licensure, reactivation, use of seals, prohibitions, disciplinary proceedings, and other general provisions.
- requires structural engineers to meet certain qualifications prior to licensure. A structural engineer applicant must have good moral character, must be certified by the board as qualified to practice structural engineering and meet the following criteria:
  1. Hold a license under this chapter as an engineer or qualify for licensure as an engineer;
  2. Submit an application in the format prescribed by the board;
  3. Pay a fee established by the board under s. 471.011, F.S.;
  4. Provide satisfactory evidence of good moral character, as defined by the board;
  5. Provide a record of 4 years of active structural engineering experience, as defined by the board, under the supervision of a licensed professional engineer; and
  6. Pass the National Council of Examiners for Engineering and Surveying Structural Engineering Examination.
- provides for a “grandfathering” provision or an exception to the examination requirement to those applicants who, before February 28, 2019, satisfy requirements 1-4 above and submit a signed affidavit in the format prescribed by the board indicating the applicant is currently a licensed engineer in the state and has been engaged in the practice of structural engineering with a record of at least 4 years of active structural engineering experience. It also requires the applicant to attest that they are willing to meet with the board, if requested, for the purpose of evaluating the applicant’s qualifications for licensure.
- allows for simultaneous application for both an engineer license and a structural engineer license. An applicant who is qualified for licensure as an engineer under the chapter’s licensing
and qualifications provisions may simultaneously apply for licensure as a structural engineer if all requirements of s. 471.013, F.S., and s. 471.015(3), F.S., are met.

- includes structural engineering in the provisions that provide for licensure of applicants currently licensed in other states.
- modifies the section that exempts certain persons working for certain corporations that manufacture products and certain defense and aerospace companies from the prohibition related to the use of the title “engineer”. The bill would allow those persons to use the title engineer but prohibits those persons from using titles that would indicate licensure as an engineer or structural engineer. Those added titles include: “licensed engineer”, “licensed professional engineer”, “licensed structural engineer”, “professional structural engineer”, “registered structural engineer” and “structural engineer”.

The bill provides an effective date of July 1, 2015.

CS/CS/CS/HB 371 - Relating to Agency Inspectors General
(Approved by the Governor 6/16/2015)

CS/CS/CS/HB 371 makes the following changes:

- adds the Office of Early Learning (Office) to the definition of “state agency” within s. 20.055, F.S.
- adds the executive director of the Office to the definition of “agency head”. As such, the Office must establish an Office of Inspector General (OIG) and comply with the requirements of s. 20.055, F.S.
- provides that within 60 days after a vacancy or anticipated vacancy in the position of inspector general, the agency head or, for agencies under the jurisdiction of the Governor, the Chief Inspector General (CIG), must initiate a national search for an inspector general and must set the salary of the inspector general. In the event of a vacancy, an interim inspector general may be appointed until a successor inspector general is appointed.
- provides that a former or current elected official may not be appointed inspector general within five years after the end of such individual’s period of service. The restriction does not prohibit the reappointment of a current inspector general.
- prohibits the inspector general from holding, or being a candidate for, an elective office with the state or any municipality or political subdivision of the state while inspector general, and prohibits a current officer or employee of an OIG from holding, or being a candidate for, such an elected office. The inspector general may not hold office in a political party or political committee. In addition, an employee of an OIG may not hold office in a political party or political committee while employed in the OIG.
- creates additional requirements for an inspector general within an agency under the jurisdiction of the Governor. Upon appointment, the inspector general must possess, or must obtain within the first year after appointment, a certification from the Association of Inspectors General as a certified inspector general.
- provides that an inspector general must have one or more other professional certifications, such as certified inspector general investigator, certified inspector general auditor, certified public accountant, certified internal auditor, certified governmental financial manager, certified fraud examiner, certified financial crimes investigator or other related certification, or be a licensed attorney.
- For agencies under the jurisdiction of the Governor, the inspector general must be selected without regard to political affiliation and on the basis of integrity, leadership capability, and demonstrated ability in accounting, auditing, financial analysis, law, management analysis, public administration, investigation, criminal justice administration, or other closely related field.
The inspector general is subject to a level two background screening. In addition, the inspector general must have a four year degree from an accredited institution of higher learning or have at least five years of experience in at least one of the following areas:

- Inspector general;
- Supervisory experience in an OIG or investigatory public agency similar to an OIG;
- Local, state, or federal law enforcement officer;
- Local, state, or federal court judge;
- Senior-level auditor or comptroller;
- The administration and management of complex audits and investigations; or
- Managing programs for prevention, examination, detection, elimination of fraud, waste, abuse, mismanagement, malfeasance or misconduct in government or organizations.

An advanced degree in law, accounting, public administration, or other relevant field may substitute for one year of required experience.

- provides that it is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract must contain a statement that the corporation, partnership, or person understands and will abide by this requirement.
- authorizes the CIG to hire or retain legal counsel.
- authorizes the CIG to issue and enforce subpoenas under certain circumstances. Specifically, the bill authorizes the CIG to issue and serve subpoenas and subpoenas duces tecum for agencies under the jurisdiction of the Governor to compel the attendance of witnesses and the production of documents, reports, answers, records, accounts, and other data in any medium.
- provides that the CIG may require or permit a person to file a statement in writing, under oath or otherwise, as to all facts and circumstances concerning the matter to be audited, examined, or investigated. In the event of noncompliance with a subpoena, the CIG may petition the circuit court of the county in which the person subpoenaed resides or has his or her principal place of business for an order requiring the subpoenaed person to appear and testify and to produce documents, reports, answers, records, accounts, or other data as specified in the subpoena.

The bill does not appear to have a fiscal impact on local governments, but may have a fiscal impact on the state.

The bill provides an effective date of July 1, 2015.

**CS/HB 541 - Relating to Athletic Trainers**

(Approved by the Governor 6/10/2015)

CS/HB 541 makes the following changes:

- clarifies and strengthens the practice requirements for athletic trainers by expressly prohibiting athletic trainers from providing, offering to provide, or representing that he or she is qualified to provide any care or services that he or she lacks the education, training, or experience to provide, or that he or she is otherwise prohibited by law from providing.
- provides that the service and care provided by an athletic trainer must relate to the prevention, recognition, evaluation, management, disposition, treatment, or rehabilitation of a physically active person who sustained an injury involving exercise, sports, recreation, or a related physical activity. In providing such care and services, the bill authorizes athletic trainers to use physical modalities, such as heat, light, sound, cold, electricity, and mechanical devices.
- revises the requirements to become licensed as an athletic trainer by:
removing the requirement that the applicant must be at least 21 years of age.

- an applicant who graduated college prior to 2004 must hold a current certification from the Board of Certification.
- requires the college or university from which the applicant holds a degree to be accredited by the Commission on Accreditation of Athletic Training Education. The degree must be from a professional athletic degree program.
- requires an applicant, who applies on or after July 1, 2016, to undergo a criminal background check. Applicants must also be certified in both cardiopulmonary resuscitation and the use of an AED.

- removes the requirement for athletic trainers to practice within the written protocol of a physician, as determined by the Board. Instead, the bill requires athletic trainers to practice under the direction of a physician. The physician must communicate his or her direction through oral or written prescription or protocols as deemed appropriate by the physician, and the athletic trainer must provide service or care in the manner dictated by the physician.
- authorizes the Board to adopt rules for mandatory requirements and guidelines for communication between the athletic trainer and a physician, including reporting new or recurring injuries or conditions to the physician.
- prohibits acts of sexual misconduct under s. 456.063, F.S., instead of including such prohibition within the athletic training practice act.
- adds certain acts committed by an athletic trainer to the list of punishable acts, which constitute misdemeanors of the first degree. Specifically, the bill prohibits unlicensed persons from practicing athletic training; representing themselves as an athletic trainer; using the title “athletic trainer” or “licensed athletic trainer”; or using the abbreviation “AT” or “LAT”, or any other abbreviation that suggests licensure as an athletic trainer.
- clarifies that when an athletic training student is acting under the direct supervision of a licensed athletic trainer, the athletic trainer must be physically present.
- removes the Department of Health’s authority to discipline an athletic trainer for failing to include the athletic trainer’s name and license number in advertising.
- states that the athletic training practice act does not prevent or restrict third party payors from reimbursing employers of athletic trainers for covered services rendered by a licensed athletic trainer.
- removes an outdated provision which requires initial appointees to the Board to be appointed in a manner to provide for staggered terms.

The bill provides an effective date of January 1, 2016.

**CS/CSHB 335 - Relating to Psychiatric Nurses**

(Approved by the Governor 6/10/2015)

CS/CS/HB 335 makes the following changes:

- amends s. 394.463, F.S., relating to involuntary examination under the Baker Act and the professionals authorized to examine and discharge patients at receiving facilities.
- authorizes a psychiatric nurse to:
  - Examine a patient upon admission to a receiving facility; and
  - Approve a patient to be discharged from a receiving facility if the facility is owned or operated by a hospital or health system.
- prohibits a psychiatric nurse from approving a patient to be discharged if an involuntary examination of the patient was initiated by a psychiatrist, unless the discharge is approved by that psychiatrist.
increases psychiatric nurse licensure requirements by requiring them to be certified as an advanced registered nurse practitioner (ARNP) instead of only being licensed as a registered nurse (RN). As a result, a psychiatric nurse will be required to be certified by a Board approved national specialty board. The bill specifies that the certification must be as a psychiatric mental health advanced practice nurse.

retains requirements for a psychiatric nurse to:
  - Hold a master’s or doctoral degree in psychiatric nursing; and
  - Complete 2 years of post-master’s clinical experience under a physician’s supervision.

The bill provides an effective date of July 1, 2015.

**STUDENT ISSUES**

**SB 7028 - Relating to Educational Opportunities for Veterans (Approved by the Governor 5/21/2015)**

SB 7028 makes the following changes:

- amends the Congressman C.W. “Bill” Young Veteran Tuition Waiver Program, s. 1009.26(13), F.S., to allow additional persons to be eligible for the out-of-state tuition fee waiver currently afforded to honorably discharged veterans residing in Florida and enrolled in a state university, Florida College System institution, career center operated by a school district, or charter technical career center.

- requires a state university, Florida College System institution, career center operated by a school district, or charter technical career center to waive out-of-state fees for any person who is entitled to and uses educational assistance through the U.S. Department of Veterans Affairs for a quarter, semester, or term beginning after July 1, 2015, and physically resides in Florida while enrolled in the institution. This addition allows individuals, such as a spouse or child of a veteran or servicemember using GI Bill benefits, to qualify for in-state tuition rates.

- requires the Board of Governors and the State Board of Education to adopt regulations and rules, respectively, to administer the out-of-state fee waivers in s. 1009.26(13).

- repeals the statutory provision that limits the out-of-state fee waiver for honorably discharged veterans to 110 percent of the required credit hours of a degree or certificate program.

Based on data from the Board of Governors, the estimated fiscal impact of the bill on the State University System for one year is $1,608,419 in unrealized tuition revenue. According to the Department of Education, the estimated fiscal impact is $856,939 in unrealized tuition revenue for the Florida College System. The impact would be insignificant for district career centers based on current enrollment.

The bill provides that it will take effect upon becoming a law.

**MISCELLANEOUS**

**SB 1598 and HB 9039 - Relating to Florida Gulf Coast University Day**

A resolution entitled Florida Gulf Coast University Day, recognizing March 24, 2015, as “Florida Gulf Coast University Day” in Florida.
FGCU 2015 SPECIAL SESSION A REPORT

The Florida Legislature convened from June 1, 2015 to June 19, 2015 for the 2015 Special Session A for the purpose of approving a constitutionally mandated balanced budget for FY 2015-16, which took effect on July 1, 2015.

FGCU’S LEGISLATIVE PRIORITIES
Listed in the chart below are the FGCU Board of Trustees approved legislative priorities for the 2015 legislative session. Initially, the Senate version of the budget contained recurring revenue reductions for all of the State University System institutions. FGCU’s proposed recurring reduction totaled $1,625,000. In the final approved conference report, the reduction was avoided. The outcome of FGCU’s priorities are detailed in this report.

<table>
<thead>
<tr>
<th>FGCU BOARD OF TRUSTEE APPROVED LEGISLATIVE PRIORITIES</th>
<th>Funding Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recurring General Revenue</td>
<td></td>
</tr>
<tr>
<td>Academic and Career Attainment Funding</td>
<td>$4,178,500</td>
</tr>
<tr>
<td>Public Education Capital Outlay (PECO)</td>
<td></td>
</tr>
<tr>
<td>South Access Road</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>School of Integrated Watershed and Coastal Studies / AB9</td>
<td>$3,852,065</td>
</tr>
<tr>
<td>Central Energy Plant Expansion - Phase 3</td>
<td>$9,000,000</td>
</tr>
<tr>
<td>Capital Improvements Fee Trust Fund (CITF)</td>
<td></td>
</tr>
<tr>
<td>Student Academic Health and Life Fitness Center</td>
<td>$9,800,000</td>
</tr>
<tr>
<td>State Matching Gifts Programs</td>
<td></td>
</tr>
<tr>
<td>Alec P. Courtelis University Facility Enhancement Challenge Grant Program</td>
<td>$1,596,000</td>
</tr>
<tr>
<td>University Major Gifts Program</td>
<td>$11,752,281</td>
</tr>
</tbody>
</table>

SB 2500A - RELATING TO APPROPRIATIONS AND SB 2502A - RELATING TO IMPLEMENTING THE GENERAL APPROPRIATIONS ACT
(Approved by Governor with Vetoes 6/23/2015)
On Friday, June 19, 2015, the Florida Legislature adopted a budget of $78,697,999,841 with $23,015,188,194 of that funding being used for education and approximately $4.5 billion specifically allocated to the State University System. On Tuesday, June 23, 2015, Governor Scott signed the FY 2015-2016 budget with a total of $461,387,164 in vetoes. Below is a chart outlining FGCU’s key allocations in the FY 2015-2016 budget.
2015-2016 FGCU APPROVED STATE BUDGET ITEMS*

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>FY 2014-2015</th>
<th>FY 2015-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Enhancement Trust Fund</td>
<td>$7,193,122</td>
<td>$6,826,438</td>
</tr>
<tr>
<td>General Revenue Fund</td>
<td>$48,248,417</td>
<td>$51,513,317</td>
</tr>
<tr>
<td>Education and General Student and Other Fees Trust Fund**</td>
<td>$63,379,215</td>
<td>$66,511,211</td>
</tr>
<tr>
<td>Need-Based Financial Aid</td>
<td>$98,073</td>
<td>$98,073</td>
</tr>
<tr>
<td>Risk Management</td>
<td>$544,711</td>
<td>$732,165</td>
</tr>
<tr>
<td>Maintenance, Repair, Renovation and Remodeling</td>
<td>$500,737</td>
<td>$412,389</td>
</tr>
<tr>
<td>First Generation in College Matching Grants Program</td>
<td>$5,308,663</td>
<td>$5,308,663</td>
</tr>
<tr>
<td>Undergraduate Tuition Rate***</td>
<td>$105.07</td>
<td>$105.07</td>
</tr>
<tr>
<td>College Reach Out Program (CROP)</td>
<td>$1,500,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Note: General Revenue figures do not reflect distribution of performance funding to each institution. *Rounded to the nearest hundredth.

**The funds provided from the Education and General Student and Other Fees Trust Fund are allocated to provide FGCU budget authority only and allows FGCU to expend tuition and fees that are collected during the 2015-2016 fiscal year and carried forward from the prior fiscal year and that are appropriated into local accounts pursuant to section 1011.4106, Florida Statutes.

***Undergraduate tuition shall be assessed in accordance with section 1009.24, Florida Statutes. For the 2015-2016 fiscal year, tuition will remain flat at $105.07 per-credit-hour. Tuition for graduate and professional programs and out-of-state fees for all programs shall be established pursuant to section 1009.24 (3) (b), Florida Statutes. F.S. 1009.24 (3) (b): The Board of Governors, or the board’s designee, may establish tuition for graduate and professional programs, and out-of-state fees for all programs. Except as otherwise provided in this section, the sum of tuition and out-of-state fees assessed to nonresident students must be sufficient to offset the full instructional cost of serving such students. However, adjustments to out-of-state fees or tuition for graduate programs and professional programs may not exceed 15 percent in any year.

STATE UNIVERSITY SYSTEM PERFORMANCE BASED INCENTIVES
Included in the budget is an allocation of $400 million in recurring funding for the State University System Performance Based Incentives. The funds available for allocation to the universities based on the performance funding model shall consist of the state’s investment of $150 million of recurring revenue, plus an institutional investment of $250,000,000 of funds to be redistributed from the FY15-16 General Revenue Funding (base funding) of the State University System. The state’s investment is comprised of $100 million in new recurring revenue and $50 million from a reduction of the State’s investment in Performance Based Initiatives for FY14-15.
The Board of Governors shall evaluate the universities’ performance based on metrics, adopted by the board which measure the achievement of institutional excellence or improvement. The state investment shall be distributed in accordance with the performance funding model. The institutional investment shall be restored for all universities that meet the board’s minimum performance funding threshold under the performance funding model. Any university that fails to meet the board’s minimum performance funding threshold will be not eligible for the state’s investment, will have a portion of its institutional investment withheld, and must submit an improvement plan to the board that specifies the activities and strategies for improving the university’s performance. The ability of a university to submit an improvement plan to the board is limited to one fiscal year.

By October 1, 2015, the Board of Governors shall submit to the Governor, the President of the Senate, and the Speaker of the House of Representatives a report on the previous year’s performance funding allocation which reflects the rankings and award distributions.

Additionally, in order to implement the performance funding appropriations in the FY 2015-2016 budget, the 2015-2016 appropriations implementing legislation created, Section 1001.92, Florida Statutes. The statute reads as follows: A State University System Performance-Based Incentive shall be awarded to state universities using performance-based metrics adopted by the Board of Governors of the State University System. The performance-based metrics must include graduation rates, retention rates, post-graduation education rates, degree production, affordability, post-graduation employment and salaries, access, and other metrics approved by the board in a formally noticed meeting. The board shall adopt benchmarks to evaluate each state university’s performance on the metrics to measure the state university’s achievement of institutional excellence or need for improvement and minimum requirements for eligibility to receive performance funding.

This section, Section 1001.92, Florida Statutes, expires July 1, 2016.

The Board of Governors shall allocate all appropriated funds for State University System Performance Based Incentives based on indicators of institutional attainment of performance metrics adopted by the Board and as updated by the Board on November 6, 2014. The Board of Governors is expected to allocate this recurring performance funding at their September board meeting.

**CAPITAL IMPROVEMENTS FEE TRUST FUND (CITF)**

The State University System received a cash-only non-bonded allocation of $32,091,155 from the Capital Improvements Fee Trust Fund. This funding shall be allocated by the Board of Governors to the universities in accordance with the Board of Governors Legislative Budget Request for funding from the Capital Improvements Fee Trust Fund, as approved September 18, 2014. Each board of trustees shall report to the Board of Governors the funding it allocates to each specific project. Previously, FGCU received two allocations totaling approximately $6.5 million in fiscal years 2014 and 2015. FGCU’s portion of this year’s allocation is anticipated to be $1,363,550.

<table>
<thead>
<tr>
<th>Capital Improvements Fee Trust Fund (CITF)</th>
<th>Funding Requested</th>
<th>Funding Received FY 2015-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Academic Health and Life Fitness Center</td>
<td>$9,800,000</td>
<td>$1,363,550</td>
</tr>
</tbody>
</table>
PUBLIC EDUCATION CAPITAL OUTLAY (PECO) AND DEBT SERVICE TRUST FUND
The State University System received an allocation of $35,000,000 to be used for maintenance, repair, renovation, and remodeling of university construction projects. The funds shall be distributed in accordance with section 1013.64(1), Florida, by the Board of Governors, who will determine each university’s portion of this funding. It is anticipated FGCU will receive approximately $412,389 for maintenance and critically deferred maintenance.

In addition, the State University System was appropriated $126,945,619 from which FGCU was allocated $6.8 million in funding for the construction of the South Access Road. Due to the original request of $4 million for the project, President Bradshaw has submitted a letter to Governor Scott reverting $2.8 million to the state at the end of the fiscal year 2015-2016. Below is a chart outlining all of FGCU’s fixed capital outlay requests and received funding.

<table>
<thead>
<tr>
<th>Public Education Capital Outlay (PECO)</th>
<th>Funding Requested</th>
<th>Funding Received FY 2015-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Access Road</td>
<td>$4,000,000</td>
<td>$6,800,000</td>
</tr>
<tr>
<td>School of Integrated Watershed and Coastal Studies (AB9)</td>
<td>$3,852,065</td>
<td>$0</td>
</tr>
<tr>
<td>Central Energy Plant Expansion (Phase 3)</td>
<td>$9,000,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

FIXED CAPITAL OUTLAY PROVISO
Contained in the 2015-2016 budget is new language requiring the Department of Management Services to recommend a maximum square foot cost plan for new fixed capital outlay construction to include the design, construction, permitting, furniture and fixtures, and any appurtenances. The plan shall exclude construction of any new buildings or facilities for nursing; medical care; laboratories; science, technology, and research-related facilities; or buildings for the incarceration of inmates. The Department of Management Services shall submit the maximum square foot cost plan to the President of the Senate, the Speaker of the House of Representatives, and the Executive Office of the Governor no later than December 1, 2015.

ALEC P. COURTELIS UNIVERSITY FACILITY ENHANCEMENT CHALLENGE GRANT PROGRAM AND UNIVERSITY MAJOR GIFTS PROGRAM
These programs remain unfunded with a backlog of $387,503,004 million for the State University System. Therefore, the program remains suspended. Below is chart reflecting FGCU’s portion of the backlog.

<table>
<thead>
<tr>
<th>Programs</th>
<th>SUS’s Backlog</th>
<th>FGCU’s Backlog</th>
<th>Funding Received FY 2015-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alec P. Courtelis University Facility Enhancement Challenge Grant Program</td>
<td>$100,899,224</td>
<td>$1,596,000</td>
<td>$0</td>
</tr>
<tr>
<td>University Major Gifts Program</td>
<td>$286,603,780</td>
<td>$11,752,281</td>
<td>$0</td>
</tr>
</tbody>
</table>
**BRIGHT FUTURES PROVISO**
Relating to community service work requirements for Florida Bright Futures Scholarship Program eligibility, for the 2015-2016 fiscal year only, a student shall be considered to have met the community service work requirement if the student completes a program of volunteer service work, as approved by the district school board, the administrators of a nonpublic school, or the Department of Education for home education program students. The student must identify a social or civic issue or a professional area that interests him or her, develop a plan for his or her personal involvement in addressing the issue or learning about the area, and, through papers or other presentations, evaluate and reflect upon his or her experience. Except for credit earned through service-learning courses adopted pursuant to s. 1003.497, the student may not receive remuneration or academic credit for the volunteer service work performed. Such work may include, but is not limited to, a business or government internship, work for a nonprofit community service organization, or activity on behalf of a candidate for public office. The hours of volunteer service must be documented in writing, and the document must be signed by the student, the student’s parent or guardian, and a representative of the organization for which the student performed the volunteer service work. This language expires on July 1, 2016.

The funding for the Bright Futures Scholarships are funded at the same levels as 2014-2015.

<table>
<thead>
<tr>
<th>FGCU Bright Futures</th>
<th>FY 2014-2015</th>
<th>FY 2015-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Scholars</td>
<td>$103</td>
<td>$103</td>
</tr>
<tr>
<td>Medallion Scholars</td>
<td>$77</td>
<td>$77</td>
</tr>
<tr>
<td>Top Scholars Stipend</td>
<td>$44</td>
<td>$44</td>
</tr>
</tbody>
</table>

**ADDITIONAL PROVISO LANGUAGE**
From the General Revenue Fund the Board of Governors Foundation shall distribute $772,500 to state universities for Johnson Scholarships in accordance with section 1009.75 Florida Statutes.

**ADDITIONAL IMPLEMENTING LANGUAGE**
Florida statute 1008.46(1) is amended to change the submittal date of the Board of Governors annual accountability report from December 31st to March 15th. This change is effective July 1, 2015 and expires on June 30, 2015.

**OTHER BUDGET RELATED ISSUES**
The 2015 state budget does not contain salary increases for state university employees. Bills regarding substantive changes to the State Health Insurance issues ultimately did not pass during the 2015A Special Session.
This bill provides $400 million in tax cuts across many sectors to Floridians. Below are highlights of the bill that affect higher education.

**Institution of Higher Learning Prepaid Meal Plans Tax Exemption**
- Prepaid meal plans purchased for use by students currently enrolled or preparing to enroll in a college or institution of higher learning are tax exempt.
- As used in this exemption, the term:
  - “Prepaid meal plans” means payment in advance, or payment using financial aid, once disbursed, to a college or institution of higher learning, or to a management entity under contract to provide prepaid meal plans on behalf of a college or institution of higher learning, for the provision of a defined quantities of dollar equivalencies or meal plans that expire at the end of an academic term and, cannot be refunded to the student upon expiration.
  - “Dollar equivalencies” includes university-specific dollars on a declining balance, such as flex bucks or dining bucks.
- Prepaid meal plans that contain a defined number of meals or a defined number of dollar equivalencies qualify for this exemption.
- However, the taxability of the dollar equivalencies of the prepaid meal plans shall be determined upon the plan’s use, and tax shall be due when the dollar equivalencies are used to make a purchase if that purchase is otherwise subject to sales tax pursuant to this chapter.

**Back-to-School Sales Tax Holiday**
- Tax may not be collected during the period from 12:01 a.m. on August 7, 2015, through 11:59 p.m. on August 16, 2015, on the retail sale of:
  - Clothing, wallets, or bags, including handbags, backpacks, fanny packs, and diaper bags, but excluding briefcases, suitcases, and other garment bags, having a sales price of $100 or less per item.
  - School supplies having a sales price of $15 or less per item. As used in this paragraph, the term “school supplies” means pens, pencils, erasers, crayons, notebooks, notebook filler paper, legal pads, binders, lunch boxes, construction paper, markers, folders, poster board, composition books, poster paper, scissors, cellophane tape, glue or paste, rulers, computer disks, protractors, compasses, and calculators.
- Tax may not be collected during this period on the first $750 of the sales price of personal computers or personal computer-related accessories purchased for noncommercial home or personal use.

**Textbook Retail Tax Exemption**
- Tax not be collected on the retail sale of textbooks that are required or recommended for use in a course offered by a public postsecondary educational institution or a nonpublic postsecondary educational institution that is eligible to participate in a tuition assistance program.
- As used in this exemption, the term:
  - “Textbook” means any required or recommended manual of instruction or any instructional materials for any field of study.
  - “Instructional materials” means any educational materials, in printed or digital format, that are required or recommended for use in a course in any field of study.
To demonstrate that a sale is not subject to tax, the student must provide a physical or an electronic copy of the following to the vendor:
  o The student’s identification number; and
  o An applicable course syllabus or list of required and recommended textbooks and instructional materials that meet the criteria in s. 1004.085(3), Florida Statutes.

The vendor must maintain proper documentation, as prescribed by department rule, to identify the complete transaction or portion of the transaction that involves the sale of textbooks that are not subject to tax.

This tax exemption is repealed June 30, 2016.
SUBJECT: FGCU 2016 Legislative Agenda

PROPOSED BOARD ACTION

Approve the legislative priorities for the 2016 Legislative Session

BACKGROUND INFORMATION

In 2014 the Florida Legislature approved House Bill (HB) 9, which convenes the 2016 Florida Legislative Session on January 12, 2016.

These items have been reviewed and proposed by President Bradshaw and his Cabinet, and now need approval by the FGCU Board of Trustees prior to the 2016 Legislative Session.

Supporting Documentation Included: Proposed FGCU 2016 Legislative Agenda

Prepared by: Director of Government Relations Jennifer Goen

Legal Review by: N/A

Submitted by: President Wilson G. Bradshaw
STATE UNIVERSITY SYSTEM FUNDING REQUESTS

Performance Based Funding

Florida Gulf Coast University (FGCU) strongly supports the request of the Board of Governors (BOG) for new recurring funding for the State University System's Performance-Based Funding Model, to be distributed among the State Universities using the performance metrics and funding allocation formula adopted by the BOG.

The performance-based funding model is designed to promote excellent outcomes for our students by tying funding of education to measurable performance. Last year, FGCU ranked sixth among the eleven state institutions. FGCU is committed to students earning degrees that will lead to high-wage jobs and careers in our region and beyond. FGCU will accomplish these goals by: (1) providing early guidance to students regarding their degree and career decisions, (2) implementing initiatives that engage students and keep them on track for on-time graduation, (3) hiring faculty in targeted Science, Technology, Engineering and Mathematics (STEM) related disciplines, (4) providing students with more “real world” experiences through expanded internship and co-op opportunities; and (5) collaborating with other institutions/organizations to develop programs emphasizing marketable skills that give students a competitive edge in the workforce. By providing these necessary resources through performance-based funding, FGCU will continue to enhance student success.

Courtelis Matching Funds and Major Matching Gifts

During the 2011 Legislative Session, the passage of Senate Bill 2150 suspended state matches for the Alec P. Courtelis Facilities Enhancement Challenge Grant Program, and the Major Gifts Trust Fund. FGCU encourages resumption of state funding for these valuable matching programs that leverage private sector investment in support of critical state needs.
FGCU LEGISLATIVE BUDGET REQUESTS

Target Existing Talent Gaps

Florida Gulf Coast University’s Work Plan contains three key initiatives, including, “Academic Quality”, “Return on Investment” and “Operational Efficiency”. With a focus on academic quality and a return on investment, FGCU will leverage existing and new resources to improve graduation rates and further improve post-graduation employment success. To that end, FGCU has designed professionally focused programs which are attractive to high-achieving students, address key regional needs in Southwest Florida and more broadly the State of Florida that will positively impact the construction industry, manufacturing, logistics, analytics and business sectors of our economy.

Construction Management (CM)

The pace of new construction in SWFL is greater than any other region in the State and one of the highest in the nation. However, the immediate need for CM graduates greatly outstrips the supply from within the State University System. With significant support from the construction industry and encouragement from the Southwest Florida community, FGCU proposes to fast-track the introduction of a new program with the next two years that will provide graduates who can plan, coordinate, budget, and control major construction projects from inception to occupancy. The program will be incubated within the existing undergraduate management curriculum, beginning as a minor. By developing the curriculum in consultation with our local construction industry partners and acquiring the necessary faculty resources, the minor is expected to evolve into a major.

Over the next ten years, it is estimated 78,000 new Construction Manager positions will be necessary to meet the projected demand for construction managers. By developing the curriculum in consultation with our local construction industry partners and leveraging our existing program resources housed in Lutgert College of Business (management) and the U.A. Whitaker College of Engineering (civil engineering), FGCU will produce qualified graduates to close this anticipated talent gap. The planned rapid implementation of the CM program will benefit and provide significant ROI by leveraging recent funding (FY 15-16) received from the Florida Legislature to establish the FGCU Co-Op 6 program, a structured 6-month, paid co-op experience for students to gain real-world experience within companies in SWFL. With the Co-Op 6 experience and continued strong local employer support, the likelihood of immediate post-graduation employment at a competitive salary for students will be seamless and dramatically improved.

Supply Chain Management (SCM)

Supply Chain Management careers exist in a wide variety of organizations – manufacturers, retailers, transportation companies, third party logistics firms, government agencies, and service firms. Regionally located companies that recruit students for internships and jobs in SCM include Hertz, Target, Chico’s FAS, R&L Truckload, LeeSar, and Scotlynn, Inc. Currently, FGCU offers a Supply Chain Management minor, and with the additional funds requested FGCU can develop the necessary resources to expand the current enrollment to eventually offer this program as a major within its Lutgert College of Business. This increasingly recruited management position will provide students with a flexible career path and meet the future business supply chain workforce requirements both locally and throughout our state. The SCM program will dovetail with the CM program, with students also benefitting from the Co-Op 6 experience.
Business Analytics & Informatics (BAI)

After careful analysis of future employment demands and regional forecasts, FGCU has identified the need to offer an undergraduate concentration in Business Analytics and Information. Business Analytics also known as Business Intelligence (BI) has become strategically important for every organization to keep competitive advantage by extracting meaningful information from the flood of digital data collected by businesses, government, and scientific agencies. Business Analytics is one of the fastest growing business job specializations due to the growing use of electronic databases for record keeping and electronic commerce in the digital economy. Organizations seek employees who possess these specific analytical skills, so they can sift through the data-driven information and provide business solutions. As the use of analytics grows, companies will need business analytics and information specialists to provide companies with competitive advantages for sustained business growth.

Therefore, FGCU requests recurring and non-recurring funds for the development of targeted degrees: Construction Management; Supply Chain Management and Business Intelligence/Informatics.

**Targeted Existing Talent Gaps Request**………………………………………………. $3,768,500

**Student Success Initiative**

FGCU has proposed an integrated “student academic life cycle” as means to enhance success. This focuses on successful transition to college, academic success (including retention) and timely graduation resulting in the fulfillment of career objectives.

In consideration of comprehensive student success a specific program of Student Success Initiatives within the Division of Student Affairs is proposed to assist students in their personal, academic and career development. Additional specialized staff are necessary to implement targeted programs and initiatives to provide students with the necessary skills to transition into and manage their academic careers resulting in timely graduation. These specialized programs will also expose students to career choices and the ability to participate in internship and cooperative opportunities at an earlier point in their academic life cycle to assist in the fulfillment of their career objectives. Finally, a resiliency based online program will be offered to all incoming undergraduates as another resource for student success with their academic and career management.

Therefore, FGCU requests recurring funds for the targeted Student Success Initiatives.

**Student Success Initiative**……………………………………………………..$622,640
PUBLIC EDUCATION CAPITAL OUTLAY (PECO) FUNDING

School of Integrated Watershed and Coastal Studies (AB9)

To expand its contributions to the State of Florida in the area of watershed studies, FGCU proposes to construct a new 120,000 ft$^2$ building (AB9) to house the new School of Integrated Watershed and Coastal Studies (SIWCS). This facility will provide research laboratories, undergraduate and graduate classrooms and study space as well as office space for faculty with a broad range of expertise in water and geo-chemistry, marine science, applied economics, and public policy. Additionally, the construction of the SIWCS is necessary to address the current laboratory deficit identified by the FGCU 2012-2013 Educational Plant Survey, dated March 2013, and the Educational Plant Survey approved by the State University System on January 2014. These new laboratories will allow research and education to take place in the areas of: preservation of natural resources including critical habitats, productive fisheries, and healthy shorelines; restoration of our coastal resources (seagrass, oyster reefs, fisheries); the economics of land use and development from the perspective of water resources; and provide input to the on-going water resources conversation to assist with the formation of public policy related to water resources and economic development and assisting Agriculture in maximizing the efficient use of water resources.

Therefore, FGCU is requesting Public Capital Outlay funding the first phase of capital funding for the planning and design of a laboratory, classroom and office space building to house FGCU’s School of Integrated Watershed and Coastal Studies (SIWCS)

School of Integrated Watershed and Coastal Studies, AB9 (Phase 1)…..$3,852,065

Central Energy Plant (Phase 3)

FGCU’s current central energy plant is at maximum capacity and requires expansion in order to meet future anticipated demand. The expansion will be an efficient and sustainable design that will house a chilled water system and 86 ice storage tanks for efficient cooling and reduced energy costs. These 86 additional ice storage tanks will increase ice storage capacity by 17,200 ton hours. This will allow FGCU to most efficiently provide the necessary cooling capacity to meet current building needs and support future campus facilities.

Therefore, FGCU requests Public Capital Outlay funding for the Central Energy Plant (Phase 3).

Central Energy Plant (Phase 3)…………………………………………………………$9,000,000
NON-RECURRING FUNDING REQUESTS

Student Academic Health & Life Fitness Center:

FGCU is requesting $8,557,088 of non-recurring capital funding for the construction and completion of an 118,000 ft² Student Academic Health and Life Fitness Center. The total cost of this phase is $15 million with $6,442,912 million of the funding provided by revenues generated from student fees designated allocated from the Capital Improvement Trust Fund. FGCU’s current 9,000 ft² fitness facility was constructed to accommodate approximately 4,000 students. FGCU’s current enrollment is nearly 15,000 students with 5,000 living on campus.

The Student Academic Health and Life Fitness Center will house a clinical laboratory for Health Professions Students and Faculty in Physical Therapy, Athletic Training, Exercise Science, Nursing (Nurse Practitioners) and Planned Physician Assistant Program. The clinical laboratory will have an emphasis on prevention and wellness decreasing risk factors from chronic disease (e.g. hypertension, elevated blood sugars, obesity) through established American College Sports Medicine Exercise is Medicine® Program. Additionally, the clinical laboratory will establish Sports Concussion and Mild Traumatic Brain Injury testing and intervention program for FGCU varsity athletes, club sport athletes, high school athletes, and military veterans.

In addition to the clinical laboratory, this facility will provide students and our FGCU community with a healthy outlet and environment to increase their productivity and focus, as well as improve student life which will lead to increased student retention. The Student Health/Fitness Center will allow students to improve their academic career while supporting our ongoing efforts to achieve goals set by our BOT and BOG to continue to improve student success.

Therefore, FGCU requests non-recurring funds for the Student Academic Health & Life Fitness Center.

Student Academic Health & Life Fitness Center .................................$8,557,088
SUBJECT: 2015-2016 Operating Budget

PROPOSED BOARD ACTION

1. Approve the FGCU 2015-2016 Operating Budget.
2. Delegate to the University President operating budget amendment authority, not to exceed 5% of the total projected operating budget, subject to availability of resources.
3. Delegate to the University President the ability to amend the Sponsored Research Budget in accordance with grant awards received during the fiscal year.

BACKGROUND INFORMATION

The operating budget approved at the June 10, 2015 FGCU Board of Trustees meeting was a replica of the 2014-2015 Operating Budget due to the Legislature’s special session to adopt a new State budget for 2015-2016. This is a revised budget incorporating funds appropriated from the State of Florida for the 2015-2016 Fiscal Year.

Supporting Documentation Included: 2015-2016 Operating Budget

Prepared by: Director of University Budgets David Vazquez

Legal Review by: N/A

Submitted by: Vice President for Administrative Services and Finance Steve Magiera
## Grand Summary

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<thead>
<tr>
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<tbody>
<tr>
<td>General Revenue</td>
<td>57,188,688</td>
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<td>5,444,601</td>
<td>10,957,085</td>
<td>16,735,569</td>
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<tr>
<td>Tuition &amp; Fees</td>
<td>53,387,296</td>
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<td>23,364,475</td>
<td>23,792,561</td>
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## Summary of Expenditures

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## Grand Summary

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<th>Budgeted Revenue Through January</th>
<th>Budgeted Revenue Through February</th>
<th>Budgeted Revenue Through March</th>
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<th>Budgeted Revenue Through May</th>
<th>Budgeted Revenue Through June</th>
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<tr>
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### Summary of Revenues

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<th>Budgeted Revenue Through May</th>
<th>Budgeted Revenue Through June</th>
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<tr>
<td></td>
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## Summary of Expenditures

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<th>Budgeted Expenditures Through January</th>
<th>Budgeted Expenditures Through February</th>
<th>Budgeted Expenditures Through March</th>
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<th>Budgeted Expenditures Through May</th>
<th>Budgeted Expenditures Through June</th>
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<tbody>
<tr>
<td>Salaries and Benefits</td>
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### Summary of Expenditures

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<th>Budgeted Expenditures Through May</th>
<th>Budgeted Expenditures Through June</th>
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## General Revenue

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<td>21,055,800</td>
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<td>23,792,561</td>
<td>23,991,775</td>
<td>25,761,414</td>
</tr>
<tr>
<td>Lottery</td>
<td>7,193,122</td>
<td>6,826,438</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
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## E&G Expense

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<tbody>
<tr>
<td>Salaries and Benefits</td>
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<td>639,774</td>
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General Revenue

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<th>Budgeted Revenue Through January</th>
<th>Budgeted Revenue Through February</th>
<th>Budgeted Revenue Through March</th>
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<td>41,690,577</td>
<td>44,297,703</td>
<td>46,856,327</td>
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<td>65,518,663</td>
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<td>49,195,098</td>
<td>52,484,206</td>
<td>53,907,944</td>
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<tr>
<td>Lottery</td>
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<td>1,365,288</td>
<td>2,730,575</td>
<td>4,095,863</td>
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E&G Expense

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<th>Budgeted Expenditures Through May</th>
<th>Budgeted Expenditures Through June</th>
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### Student Related Activities

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<td><strong>Local Fund Revenues</strong></td>
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### Student Related Activities

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<th>Budgeted Revenue Through April</th>
<th>Budgeted Revenue Through May</th>
<th>Budgeted Revenue Through June</th>
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### Grant and Auxiliary Activity

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## Grant and Auxiliary Activity

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<th>Budgeted Revenue Through January</th>
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<th>Budgeted Revenue Through May</th>
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<tbody>
<tr>
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<th>Budgeted Expenditures Through March</th>
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<th>Budgeted Expenditures Through May</th>
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<th>Budgeted Expenditures Through April</th>
<th>Budgeted Expenditures Through May</th>
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<td>Financial Aid/Scholarships</td>
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<td><strong>Total Grant &amp; Auxiliary Expenditures</strong></td>
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</table>
Florida Gulf Coast University Board of Trustees  
September 8, 2015

SUBJECT: Regulation: FGCU-PR9.007 Smoking and Consumption of Food in University Buildings

PROPOSED BOARD ACTION

Approve amendments to Regulation FGCU-PR9.007 Smoking and Consumption of Food in University Buildings

BACKGROUND INFORMATION

This Regulation is being amended to update the language to current laws addressing smoking inside Enclosed Indoor Workplaces, and to prohibit the use of electronic cigarettes inside Enclosed Indoor Workplaces.

Supporting Documentation Included: Notice and Text for Regulation FGCU-PR9.007 Smoking and Consumption of Food in University Buildings

Prepared by: Assistant Vice President of Business Services Joe McDonald

Legal Review by: Vice President and General Counsel Vee Leonard (July 17, 2015)

Submitted by: Vice President for Administrative Services and Finance Steve Magiera
FLORIDA GULF COAST UNIVERSITY

NOTICE OF REGULATORY ACTION

REGULATION TITLE:
Smoking and Consumption of Food in University Buildings

REGULATION NO:
FGCU-PR9.007

SUMMARY:
This Regulation is being amended to update the language in the Regulation addressing smoking inside Enclosed Indoor Workplaces to current laws and to prohibit the use of electronic cigarettes inside Enclosed Indoor Workplaces.

FULL TEXT:
The full text of the regulation being proposed is attached and can also be found at http://www.fgcu.edu/generalcounsel/promulgation.asp

AUTHORITY:
Fla. Const. Art. X, Section 20; Sections 386.201 – 386.2125, Fla. Stat.; Board of Governors Regulation 1.001.

UNIVERSITY OFFICIAL INITIATING THE PROPOSED/REVISED REGULATION:
Joe McDonald, Assistant Vice President of Business Services

UNIVERSITY OFFICIAL APPROVING THE PROPOSED/REVISED REGULATION:
Steve Magiera, Vice President for Administrative Services and Finance

OFFICE TO CONTACT REGARDING THE PROPOSED/REVISED REGULATION:
Office of the General Counsel
10501 FGCU Blvd. S., Fort Myers, FL 33965-6565
(P): 239.590.1101 | (F): 239.590.7470 | Email: gco@fgcu.edu

Any comments regarding the proposed/revised regulation should be submitted in writing on or before **August 24, 2015**, by 5:00 P.M. The comments must identify the regulation on which you are commenting.

*This Notice was posted on the FGCU website on August 6, 2015.*

GC201028
A. GENERAL STATEMENT

Article X, Section 20 of the Florida Constitution prohibits smoking within enclosed indoor workplaces. This section of the Florida Constitution is implemented under Chapter 386, Part II, Florida Statutes. This regulation establishes the guidelines for the use of tobacco in University premises consistent with the constitutional requirements and state law.

Additionally, this regulation addresses the consumption of food and beverages within University buildings and other University facilities designated for instructional purposes.

(1) Purpose: The purpose of this rule is to establish guidelines governing smoking/smokeless tobacco and consumption of food and beverages in facilities owned or leased by the University.

B. DEFINITIONS

1. Enclosed Indoor Workplace: any place where one or more persons engage in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or include, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, doors, or the like. Common areas, cafeterias, stairways, restrooms, offices, or other areas within owned or leased University buildings and facilities are designated Enclosed Indoor Workplaces.

2. (a) Smoking/Smoke: is defined as the use, possession of a lighted cigarette, lighted cigar, lighted pipe, or other lighted tobacco product. The use of an electronic nicotine and non-nicotine delivery system including, but not limited to, electronic cigarettes and personal vaporizers, also known as vaping, is also included in this definition.

3. (b) Smokeless Tobacco: is defined as chewing tobacco, snuff, etc. or other tobacco product that is taken orally or inhaled through the nose.

C. PROCEDURES

1. Tobacco Products

   (c) No person shall smoke or use smokeless tobacco products in any enclosed Enclosed Indoor Workplace space owned or leased by the University.

FGCU PR9.007 Smoking and Consumption of Food in University Buildings
any common area, cafeteria, classroom, lab, stairway, restroom, office, lecture hall, or other area, defined as a public place pursuant to Section 386.203, F.S. Smoking in work areas shall be governed by Section 386.205, F.S.

a) (d) Smoking or the use of smokeless tobacco is not permitted in and around entryways to and exits from facilities owned or leased by the University.

b) (e) Smoking and the use of smokeless tobacco products are prohibited in all University-owned vehicles.

2. Food and Beverage Consumption:

The consumption of food and beverages is prohibited in all classrooms, the library, computer labs, lecture halls and theaters, and all other areas designated for instructional purposes unless the area is otherwise permitted or designated for food and beverages.

3. Penalties:

A student found to be in violation of this regulation may be subject to discipline under the Student Code of Conduct.

An employee found to be in violation of this regulation may be subject to discipline under Regulation FGCU–PR5.016 or the Collective Bargaining Agreement, as appropriate.

Any other person found to be in violation of this regulation may be subject to removal from University premises.

Any person who violates this rule shall be subject to discipline under Regulation FGCU–PR4.002 if a student and under Regulation FGCU–PR5 if an employee. A person who is neither a student nor an employee who violates this rule is subject to citation under Section 386.208, F.S.
Florida Gulf Coast University Board of Trustees
September 8, 2015

SUBJECT: 2015 Florida Educational Equity Report for Florida Gulf Coast University

PROPOSED BOARD ACTION

Approve the 2015 Florida Educational Equity Report for Florida Gulf Coast University (FGCU)

BACKGROUND INFORMATION

Florida law requires each university president and its board of trustees approve an Annual Florida Educational Equity Report. The report reviews various university programs, activities, and services with respect to enrollment and retention, gender equity in athletics, and achievement of goals and objectives in 2013–2014. It has been reviewed and is recommended for approval by President Wilson Bradshaw, and is submitted to the FGCU Board of Trustees for approval. The report also will be subsequently submitted to the Office of Academic and Student Affairs Departments of the Florida Board of Governors.

In addition to the attached materials, a presentation on the 2015 Florida Educational Equity Report for Florida Gulf Coast University will be made at the FGCU Board of Trustees meeting on September 8, 2015 by Vice President and General Counsel Vee Leonard, on behalf of Office of Institutional Equity and Compliance Director Brandon Washington.

Supporting Documentation Included: 2015 Florida Educational Equity Report for Florida Gulf Coast University

Prepared by: Office of Institutional Equity and Compliance Director Brandon Washington

Legal Review by: N/A

Submitted by: Vice President and General Counsel Vee Leonard
2015 FLORIDA EDUCATIONAL EQUITY REPORT

FOR

FLORIDA GULF COAST UNIVERSITY
2015 Florida Educational Equity Report for Florida Gulf Coast University

Data Year: July 1, 2013-June 30, 2014, and Fall 2014

Approved by
Florida Gulf Coast University Board of Trustees
September _____, 2015

Approved by Wilson G. Bradshaw, Ph.D.
Florida Gulf Coast University President

Submitted by:
Brandon Washington, Director and Title IX Coordinator
Office of Institutional Equity and Compliance
Florida Gulf Coast University
Edwards Hall 114
10501 FGCU Boulevard, South
Fort Myers, Florida 33965-6565
Telephone: 239-745-4366
Email: bwashington@fgcu.edu
2015 FLORIDA EDUCATIONAL EQUITY REPORT FOR FLORIDA GULF COAST UNIVERSITY

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PART I. EXECUTIVE SUMMARY
EXECUTIVE SUMMARY

Florida Gulf Coast University (University or FGCU) completes the Florida Educational Equity Report (Report) pursuant to Section 1000.05, Florida Statutes, known as Florida’s Educational Equity Act (Act), and the Florida Board of Governors (BOG) Regulation 2.003. The 2015 Report was prepared by the University’s Office of Institutional Equity and Compliance (OIEC). Specifically, the Director of the OIEC submitted the Report to the University’s President (President) and the University’s Board of Trustees (BOT) for approval. Once approved by the President and BOT, the Report, along with a written certification of approval, is submitted to the BOG, which oversees the State University System of Florida (SUS). The Report was completed using a format approved by the BOG. The data contained in the Report was submitted by the following University offices: Academic Affairs, Admissions, Athletics, Financial Aid, Human Resources, Housing and Residence Life, and Student Affairs.

The University seeks and embraces students, faculty, and staff from diverse racial, gender, ethnic, religious, and academic backgrounds. As such, the University has made an ongoing commitment to continually diversify its student and employee population. The University views diversity as a mechanism that fosters creativity, creates unity, and promotes true scholarship. The University also strives to maintain clear, consistent, and thorough means of ensuring equity in all academic, athletic, and employment endeavors. The University’s commitment is encapsulated in its Nondiscrimination Statement which, in pertinent part, states: “Florida Gulf Coast University is committed to ensuring equity and fairness for all University employees, students, visitors, vendors, contractors and other third parties. Our commitment to these principles is essential to fostering a campus community that values diversity and inclusion.”

Accordingly, the University views the Report as an opportunity to display and promote its equitable academic, athletic, and employment practices. The University believes that true education can only be achieved in a working and learning environment that celebrates diversity, fosters equity, and prohibits discrimination. As such, the University has taken several steps to ensure that it operates in a manner that supports equity and eliminates discrimination.

Based on the results of the data contained in the Report, the University has concluded that it provides an equitable learning and working environment. However, the University continues to strive for growth in all areas of equity, realizing that true equity is not a destination to be reached, but rather an ongoing journey that takes continuous dedication. The information contained in the Report evidences the University’s progress in that journey. The data in the Report is comprised of three main areas: Enrollment, Athletics, and Employment. A short summary of the Report’s conclusions is listed on the next page. The subsequent sections of the Report include a more detailed analysis of the data contained herein. The data included in the Report evidences compliance with the Act and a University-wide desire to greatly exceed the Act’s requirements.
SUMMARY OF REPORT PARTS I – IX

Executive Summary (Part I)

- The Executive Summary is listed on the preceding page.

Policies and Procedures in Support of Equity (Part II)

- As previously stated the University strives to go beyond the minimum requirements of the Act and corresponding federal antidiscrimination law. As such, the University has six different policies that promote equity in admissions, employment and athletics.

- The University updated its Nondiscrimination Statement in 2015 to include, among other things, “gender identity/expression”. The updated Nondiscrimination Statement also contains stronger language that is reflective of the University’s firm prohibition against discrimination.

- The University also updated its Nondiscrimination, Anti-harassment, and Sexual Misconduct Policy (Policy 1.006) in 2015.

Academic Programs (Part III)

- The University’s Office of the Provost and Vice President of Academic Affairs has taken a lead role in the recruitment of minority faculty and has made good strides in that regard.

- As of the Fall 2014 semester, the University had an enrollment of 4354 Students of Color. This number reflects the highest number of minority students enrolled at the University since its inception.

- The University’s overall Freshman to Sophomore Retention rate rose from Fall 2013 to Fall 2014.

Gender Equity in Athletics (Part IV)

- The University’s Intercollegiate Athletic Program is equitable in terms of accessibility and participation in intercollegiate sports.

- The University has one of the highest percentage of female athletes in the State. In fact, during the applicable time period, 57% of the University’s student athletes were female, while 43% of the University’s student athletes were male. These numbers are truly reflective of equity in terms of student enrollment; during the applicable time period, the University’s enrollment was 56% female and 44% male.
During the applicable time period, the male student athletes received 39% of the University’s athletic scholarships, while accounting for 43% of student athletes. Conversely, the female student athletes received 61% of the University’s athletics scholarships, while accounting for 57% of the total student athlete population. The University has a plan in place to address this discrepancy.

**Employee Representation (Part V)**

- The University’s Human Resources Department (HR) is continually working to streamline hiring processes with the purpose of effectively and efficiently strengthening the University’s recruitment of women and minorities.

- HR has recently invested in web based recruitment software to aid in the recruitment of minorities, women, individuals with disabilities and veterans.

- Internal policy review coupled with information from the University’s 2015 Affirmative Action Plan prompted the University to take the following affirmative steps to increase diversity in recruiting: 1) increasing advertisement to minority and women based affinity groups; 2) including consultation with the University’s OIEC on vacancy waiver positions to promote equity; and 3) increasing investment in software to recruit from a wider, and more diverse, pool of national jobsites.

- As of Fall 2014, minority faculty and staff constituted 20% of the total full time employee count.

**Areas of Improvement and Achievement (Part VI)**

- The University has committed itself to the active recruitment of minority individuals in all areas of employment.

- The University has a goal to increase the male athletic scholarship allocation by 1% each year until the male and female allocation are equal in terms of percentage allocation compared to percentage enrollment. If the female scholarship allocation increases, the male teams will be increased by that same amount plus 1%.

**Protected –Class Representation in the Promotion Process (Part VII)**

- The University had faculty promotions of several different races and of both male and female faculty during the applicable time period.

**Promotion and Tenure Committee Composition (Part VIII)**

- Each academic College within the University has a promotion committee. During the applicable time period, each College’s Promotion Committee included at least one minority or one female.

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1 The University does not offer new tenure positions.
Other Requirements (Part IX)

- The University has continued to allocate the necessary funds to increase diversity in employment and to prevent discrimination and harassment.

- The University’s President and Executive-Level Leadership remain committed to providing an inclusive working and learning environment.

Other steps taken by the University to increase equity and prevent discrimination

OIEC

- In December 2014, the University reestablished the OIEC. The OIEC’s primary objectives include: (1) investigating allegations of discrimination and harassment, (2) providing training and other educational opportunities to students, faculty, and staff regarding the legal prohibitions of discrimination and harassment, (3) working collaboratively with University partners to ensure that the University’s hiring practices and procedures promote equity and diversity, (4) responding to complaints of discrimination from external agencies, and (5) completing equity related compliance reporting.

- Beginning September 17, 2015, the OIEC, in collaboration with the Dean of Students’ Office, HR, and University’s Office of Adaptive Services (OAS), will begin offering weekly training sessions for students, faculty, and staff on the University’s policies and procedures that promote equity, prohibit discrimination, and encourage diversity.

- The OIEC houses the University’s Title IX Coordinator.

- In a continued effort to increase equity and prevent discrimination, the University reconstituted, a previous disbanded, Presidential Appointed, Title IX Committee.

- The President charged the Title IX Committee with assisting the Title IX Coordinator in developing, executing, and monitoring preventative and remedial strategies comprehensively to address issues of gender equity within the University community.

- The Title IX Committee is comprised of a wide range of different staff, students, and faculty members from many areas of the University.

- Each Committee representative brings a unique and necessary perspective in addressing gender equity related issues. The Title IX Committee meets monthly to discuss current gender equity matters and those that are on the horizon. The Committee members provide excellent insight on ways to improve an already great University.
The University has also invested thousands of dollars in online training to provide students, faculty and staff with important information regarding equity, diversity, and discrimination/harassment prevention.

**OAS**

- In addition to the efforts above, the University strives to maintain a clear, consistent, and thorough means of providing students and employees with disabilities reasonable accommodations as required by the American with Disabilities Act (ADA).

- This University’s commitment to its students and employees with disabilities is encapsulated on the Office of Adaptive Services’ (OAS) website.

- The OAS website states that “The goal of Adaptive Services is to enhance access for students, faculty, staff and guests with disabilities by providing effective reasonable accommodations through educating the campus community and promoting equal access and opportunity.”

- The OAS is the University office charged with providing and evaluating employee and student requests for accommodations.

- The OAS’ duties consist of evaluating requests for accommodations, informing appropriate University personnel of a particular person’s need for accommodations, and working collaboratively with each person to ensure that the accommodations that are being provided are of proper effectiveness.

- The OAS works in a collaborative and ongoing fashion with each person with a disability, as well as, the University’s administration, faculty, staff, and students.

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2 [http://www.fgcu.edu/adaptive/](http://www.fgcu.edu/adaptive/)
PART II. POLICIES AND PROCEDURES IN SUPPORT OF EQUITY
Part II

Non-Discrimination and Equal Opportunity Statement

Florida Gulf Coast University (University) is committed to ensuring equity and fairness for all University employees, students, visitors, vendors, contractors, and other third parties. Our commitment to these principles is essential to fostering a campus community that values diversity and inclusion. As such, the University does not discriminate on the bases of race, color, national origin, ethnicity, religion, age, disability, sex, gender identity/expression, marital status, sexual orientation, veteran status, or genetic predisposition with regard to admissions, employment, programs, or other activities operated by the University. Sexual harassment and sexual assault are forms of sex discrimination. This prohibition extends to enforcement of Title IX of the Education Amendments of 1972 and the Genetic Information Non-Discrimination Act.

The University’s policies cover access and equity in the administration of education, programs, services, and activities throughout all divisions, departments, and units of the University.

Questions regarding the University’s nondiscrimination statement or compliance with the laws applicable thereto should be directed to person and office identified below.

Brandon Washington  
Director and Title IX Coordinator, Office of Institutional Equity and Compliance  
10501 FGCU Boulevard South  
Fort Myers, Florida 33965-6565  
(239)745-4366  
or TTY: 711  
email: bwashington@fgcu.edu

July 1, 2015  
Date

Wilson G. Bradshaw, Ph.D.  
President
DIVERSITY STATEMENT

Florida Gulf Coast University is committed to building and maintaining a diverse, accessible, civil, and supportive living and learning community. It fosters respect and understanding among all cultures and all individuals who work, study, live, and teach within this community. Bigotry, expressions of hatred or prejudice, behaviors that infringe upon the freedom and respect that every individual deserves, and harassment of any kind transgress the university's vision, mission and guiding principles. Just as learning benefits from the interplay of teaching and scholarship in a variety of disciplines, so does the university community learn and profit from diverse cultures and perspectives. Florida Gulf Coast University will continue to pursue its aspirations by fostering a welcoming environment through diversity and inclusion.

http://www.fgcu.edu/Catalog/noticesdetail.asp?FMID=University+Notices&page=3
SPECIFIC UNIVERSITY POLICIES IN SUPPORT OF EQUITY

A. FGCU Policy 1.006, Non-discrimination, Anti-Harassment, and Sexual Misconduct Policy

http://www.fgcu.edu/generalcounsel/files/policies/Policy_1_006_NonDisc_AntiHarsmt_Sex_Miscond_072815.pdf

B. FGCU Policy 1.008, Disability Access and Reasonable Accommodation Policy and Procedure

http://www.fgcu.edu/generalcounsel/files/policies/Policy1_008_Disability_Access102213.pdf

C. FGCU Policy 1.007, Consensual Relationship Policy and Procedure

http://www.fgcu.edu/generalcounsel/files/policies/1_007_Consensual_Relationship_Policy_09_25_09.pdf

D. FGCU Policy 3.041, Domestic Violence Leave


E. FGCU Policy 3.039, Family and Medical Leave Policy

http://www.fgcu.edu/generalcounsel/files/policies/Policy_3_039_FML_051613.pdf

F. FGCU Policy 1.009, Policy and Procedure on Waiver of Position Vacancy Announcement and/or Advertising

http://www.fgcu.edu/generalcounsel/policies-view.asp

The above referenced policies are centrally located on the Office of the General Counsel’s website, as well as posted on various webpages throughout the University’s website. Additionally, the OIEC, OAS, and HR provide reoccurring training for students, faculty, and staff on the above referenced policies.
PART III. ACADEMIC PROGRAM REVIEWS – (A, B, and C)

The following section includes eight areas of review for academic programs at the specified levels. The following analysis displays enrollment at these eight levels for the protected class students. The areas of review include enrollment, retention, graduation rates, and degrees awarded. If appropriate, disproportionate enrollments of women and minorities are identified and areas for improvement are noted.
**Part III (A, B, and C)**

**ACADEMIC PROGRAM REVIEWS**

Each year FGCU compiles data in order to analyze undergraduate and graduate enrollment as required by Florida law. These annual analyses display enrollment at eight (8) levels for protected class students. This data is critical in developing programs to address such representation issues.

Below are eight areas of review required for each university with programs at specified levels:

1. First Time In College Enrollment (FTIC)
2. Full-Time Transfers
3. Retention of Full Time FTICs After One Year
4. Graduation Rate of Full Time FTICs After Six Years
5. Bachelor’s Degrees Awarded
6. Master’s Degrees Awarded
7. Doctoral Degrees Awarded
8. First Professional Degrees Awarded

The following area is not applicable to FGCU:

Legend:

- **NRA** = Non Resident Alien
- **B** = Black
- **AI/AN** = American Indian/Alaskan Natives
- **A/PA** = Asian/Pacific Islander
- **H** = Hispanics
- **W** = White
- **Unk** = Unknowns
- ≥ Two = Two or more Races
- **NH/OPI** = Native Hawaiian/Other Pacific Islanders
- **T** = Total
FGCU is committed to and always looking for ways to promote diversity within the University community. In addition to academic factors such as GPA and SAT/ACT score, FGCU considers factors related to an applicant’s life experiences, accomplishments, and challenges in the admissions process. The ethnic backgrounds, diverse perspectives, varying interests, and personal obstacles of candidates are all factors considered in determining whether a student is admitted to FGCU. A review of Chart 1 (listed above) shows that there was an overall increase in FTIC enrollment from 2013 to 2014. This number increased from 2688 in 2013 to 2725 in 2014. While there was a small decrease in female enrollment and a small increase in male enrollment during the applicable time period, there were still more female students enrolled at the University than male students, which is consistent with the national trend.

New A.A. degree transfers to FGCU decreased from 407 in 2013 to 328 in 2014 (Chart 2). The male to female ratio has remained fairly consistent with males compromising 48% in 2013 as compared to 44% in 2014. The female student A.A. transfers experienced a slight increase from 52% in 2013 to 56% in 2014.

While, the overall total of A.A. degree transfers decreased, there was an increase in the total minority percentage of A.A. transfers from 2014 when compared to 2013. Minority transfer students increased from 30.3% in 2013 to 34.5% in 2014. This increase represents FGCU’s success in positively influencing and reaching out to underrepresented Florida public college students.
FGCU understands the importance of community outreach in order to create a diverse pool of applicants each year. The University’s increase in minority enrollment is a reflection of outreach efforts and equitable admission practices. However, it is important to retain students once they have been admitted to the University. Students are faced with many challenges throughout their academic careers that can have an effect on their decision and ability to stay in college. Some of these challenges are performance issues, financial issues, medical issues, and family issues. FGCU has several different programs in place to assist students facing any of these challenges in order to ensure they are able to complete their degree program.

As a result of these programs, FGCU saw a slight increase in overall retention during 2014. The overall retention rate increased from 76.4% in 2013 to 77.7% in 2014 (Chart 3). There was an increase in female student retention in 2014 when compared to 2013. Unfortunately, some minority groups, specifically, Black, American Indian/American Native, Asian and Native Hawaiian/Other Pacific Islander students, experienced a decrease in retention when compared to 2013. FGCU will continue to take strides to increase overall retention and retention specifically related to minorities.

### Chart 3. Retention of Full-Time FTICs Entering Fall 2013, or Summer 2013 and Continuing into Fall, After One Year

<table>
<thead>
<tr>
<th>Category % of Total</th>
<th>NRA</th>
<th>B</th>
<th>AI/AN</th>
<th>A</th>
<th>H</th>
<th>NH/OP</th>
<th>W</th>
<th>≥ Two</th>
<th>Unk</th>
<th>Female</th>
<th>Male</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohort</td>
<td>34</td>
<td>199</td>
<td>5</td>
<td>46</td>
<td>538</td>
<td>3</td>
<td>1772</td>
<td>68</td>
<td>19</td>
<td>1549</td>
<td>1135</td>
<td>2684</td>
</tr>
</tbody>
</table>

| Retention Rate by % | 91.2 | 84.9 | 60 | 76.1 | 76.4 | 66.7 | 77 | 79.4 | 84.2 | 79.7 | 75 | 77.7 |

### Chart 4. Graduation Rate of Full-Time FTICs, Beginners and Early Admits Entering Fall 2008, or Summer 2008 and Continuing into Fall After Six Years

<table>
<thead>
<tr>
<th>Category % of Total</th>
<th>NRA</th>
<th>B</th>
<th>AI/AN</th>
<th>A/PI</th>
<th>H</th>
<th>W</th>
<th>Unk</th>
<th>Female</th>
<th>Male</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohort</td>
<td>15</td>
<td>65</td>
<td>5</td>
<td>15</td>
<td>267</td>
<td>1376</td>
<td>28</td>
<td>962</td>
<td>809</td>
<td>1771</td>
</tr>
</tbody>
</table>

| Number of Graduates | 9   | 35 | 1   | 6 | 128 | 668 | 18 | 521   | 344  | 865   |

| Percent (%) Graduated | 60 | 53.8 | 20 | 40 | 47.9 | 48.5 | 64.3 | 54.2 | 42.5 | 48.8 |

| Number Retained | 1 | 4 | 0.1 | 0.7 | 14.8 | 77.2 | 2.1 | 60.2 | 39.8 | 100   |

| Percent (%) Retained | 9 | 38 | 1 | 6 | 137 | 715 | 18 | 552 | 372 | 924   |

| Category % Retained | 60 | 58.5 | 20 | 40 | 51.3 | 52 | 64.3 | 57.4 | 46 | 52.2 |

| Category % Retained | 1 | 4.1 | 0.1 | 0.6 | 14.8 | 77.4 | 1.9 | 59.7 | 40.3 | 100   |

14
The six-year graduation rate of full time freshmen in the Class of 2008 was 48.8%, which is an increase of 4.7% when compared to the previous year (Chart 4). In this category, there was an increase from 2013 to 2014 in every group with the exception of the American Indian/American Native students. This group declined from 28.6% in 2013 to 20% in 2014. The graduation rate of Black students increased from 36.4% in 2013 to 53.8% in 2014. The graduation rates of Asian/Pacific Islander students increased from 36.7% in 2013 to 40% in 2014. Hispanic graduation rates increased from 42.6% to 47.9%. White student graduation rates increased from 45% to 48.5%. The graduation rates of both female and male students increased by approximately 5% each in 2014.

FGCU is constantly developing new programs and ideas to improve graduation rates. Although there was a 4.7% increase in graduation rates from the previous year, the University understands that there is still more work that needs to be done but is proud of the progress that has been made related to the matriculation of minority students.

### Chart 5. Bachelor's Degrees Awarded, AY 2013-2014

<table>
<thead>
<tr>
<th></th>
<th>NRA</th>
<th>B</th>
<th>AI/AN</th>
<th>A</th>
<th>H</th>
<th>NH/OPI</th>
<th>W</th>
<th>≥ Two</th>
<th>Unk</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men</td>
<td>10</td>
<td>39</td>
<td>2</td>
<td>15</td>
<td>132</td>
<td>535</td>
<td>11</td>
<td>8</td>
<td></td>
<td>752</td>
</tr>
<tr>
<td>Women</td>
<td>19</td>
<td>75</td>
<td>1</td>
<td>18</td>
<td>206</td>
<td>766</td>
<td>18</td>
<td>9</td>
<td></td>
<td>1112</td>
</tr>
<tr>
<td>Total</td>
<td>29</td>
<td>114</td>
<td>3</td>
<td>33</td>
<td>338</td>
<td>1301</td>
<td>29</td>
<td>17</td>
<td></td>
<td>1864</td>
</tr>
<tr>
<td>Category % of Total</td>
<td>1.6</td>
<td>6.1</td>
<td>0.2</td>
<td>1.8</td>
<td>18.1</td>
<td>N/A</td>
<td>1.6</td>
<td>0.9</td>
<td>100.0</td>
<td></td>
</tr>
</tbody>
</table>

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Chart for 99.0000, all disciplines.

Overall, Bachelor’s degrees awarded to students decreased slightly in 2014 as compared to 2013. Last year 1875 degrees were awarded compared to 1864 this year (Chart 5). Consistent with the national trend, female students comprised the majority of the degrees awarded. Female students obtained 59.7% of the degrees awarded, while male students make up the remaining 40.3%.

### Chart 6. Master's Degrees Awarded, AY 2013-2014

<table>
<thead>
<tr>
<th></th>
<th>NRA</th>
<th>B</th>
<th>AI/AN</th>
<th>A</th>
<th>H</th>
<th>NH/OPI</th>
<th>W</th>
<th>≥ Two</th>
<th>Unk</th>
<th>T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>9</td>
<td>0</td>
<td>74</td>
<td>2</td>
<td>2</td>
<td></td>
<td>93</td>
</tr>
<tr>
<td>Women</td>
<td>4</td>
<td>14</td>
<td>6</td>
<td>22</td>
<td>1</td>
<td>188</td>
<td>3</td>
<td>3</td>
<td></td>
<td>241</td>
</tr>
<tr>
<td>Total</td>
<td>6</td>
<td>16</td>
<td>0</td>
<td>8</td>
<td>31</td>
<td>262</td>
<td>5</td>
<td>5</td>
<td></td>
<td>334</td>
</tr>
<tr>
<td>Category % of Total</td>
<td>1.8</td>
<td>4.8</td>
<td>N/A</td>
<td>2.4</td>
<td>9.3</td>
<td>0.3</td>
<td>78.4</td>
<td>1.5</td>
<td>1.5</td>
<td>100.0</td>
</tr>
</tbody>
</table>


FGCU awarded 334 Master’s degrees during 2013-2014 (Chart 6). This is the exact same number of Master’s degrees that were awarded during the 2012-2013 academic year. Female students received 241 Master’s degrees, while male students received 93 Master’s degrees. These numbers are again consistent and with the national trend.
Every category, with the exception of Hispanic students, increased in Master’s degrees awarded. Hispanic students saw a decline from 11.7% of Master’s degrees awarded in 2012-2013 to 9.3% in 2013-2014. Master’s degrees awarded to Black and Asian students increased this year by two degrees each, which is an increase of less than 1%. White students increased by 1.5% while degrees awarded to multiracial students increased by .3% or one degree.

FGCU awarded 34 Doctoral degrees in 2013-2014, an increase of 6.25% from 2012-2013 (Chart 7). Female students received 65% of the Doctoral degrees awarded. Students from underrepresented populations earned 7 Doctoral degrees, and this represents 20.5% of the total Doctoral degrees awarded in 2013-2014. This is an 8% increase when compared to the 2012-2013 academic year.

FGCU continues to work vigorously to increase enrollment and diversity in Doctoral degree programs. Additionally, the University offers several different programs to assist students in completing their respective Doctoral Degree programs.

FGCU currently does not have a professional degree program (Chart 8).
PART III. ACADEMIC PROGRAM REVIEWS – STUDENT SERVICES (D)

The BOG requires that University services that are provided to students be periodically reviewed by the institution to determine compliance with equity laws and regulations.
Part III (D)

UNIVERSITY SERVICES PROVIDED TO STUDENTS


FGCU’s Academic Advising Program takes pride in assisting students with choosing their career paths and registering for classes needed for the completion of their chosen degree program. FGCU is involved with students every semester throughout their college career to make certain each student is satisfied with their major and on track to graduate by fulfilling state and university requirements. FGCU understands that selecting a specific area of study may be a difficult task for some students, especially first year students. As a result, FGCU has created the First Year Advising (FYA) Program to assist students with a smooth transition into college. This is achieved by helping first-year students understand general education objectives, clarifying state and university policies, connecting students to needed services and programs, and developing clear and purposeful educational goals.

FGCU’s Academic Advising program is also committed to guaranteeing that each student is treated fairly and equally under Title IV and university policy. The Title IV Equal Opportunity Program is enforced by Student Support Services (SSS). In an effort to advance their achievement in college, first generation students, low-income students, and students with disabilities are supported by SSS. Additionally, the Academic Retention Program offers services for all students including, but not limited to, tutoring and student success workshops.

Through the use of these programs and academic counselors, FGCU students are able to establish objective career goals and receive the guidance, tools, and knowledge necessary to obtain these goals.


FGCU is an inclusive community that encourages students to apply regardless of their socioeconomic status, race, color, religion, national origin, sexual orientation, veteran status, disability, age, marital status, or gender identity/expression. In order to make certain that all qualified applicants are considered for admission, FGCU does not permit and will not tolerate discrimination of any kind during the admissions process. Through the use of recruiters, community outreach, mentors, and enrollment support, FGCU has been able to promote diversity among admission to both the Undergraduate and Graduate degree programs.

3. Health Services - http://www.fgcu.edu/studenthealth

FGCU understands that the medical needs of students come in various forms. As a result, FGCU has services to address both students’ physical and mental health. Student Health Services (SHS) and Counseling and Psychological Services (CAPS) are available to all students.
SHS promotes overall health and wellness by providing medical care, immunizations, and laboratory services to any eligible student. SHS is accredited by the Accreditation Association for Ambulatory Healthcare (AAAHC). These services are provided by licensed health care professionals including medical doctors and registered nurses that are committed to providing quality health care services.

CAPS provides counseling services to students during times of distress. FGCU recognizes the stress and pressures that some students may be faced with throughout their academic career. This department serves as an outlet for that stress by addressing each student’s needs individually. The staff in CAPS are trained and experienced in assisting students with issues including depression, eating disorders, sexual assault, and academic stress. Students can speak with the staff at CAPS and be assured of complete confidentiality.


The vision of FGCU’s Campus Recreation is to enhance the University experience by providing exceptional programs, services, and facilities to the University and surrounding community. Each year, FGCU has been successful in fulfilling this vision by offering a wide range of recreational and sports activities to students. By participating in these various activities, students are given the opportunity to develop healthy lifestyles, long-lasting personal relationships, sportsmanship, leadership, teamwork, and responsibility.

Campus Recreation is dedicated to the promotion and support of diverse ideas, beliefs, cultures, and abilities. The activities offered are categorized as Intramural Sports and Sports Club. The demographic data below illustrates the importance of this department as well as a high level of participation from male and female students. Campus Recreation provides an opportunity for students to participate in Intramural Sports and Sports Club without regard to race or gender.

**Sport Clubs Participation by Gender**

<table>
<thead>
<tr>
<th></th>
<th>July 2013 – June 2014</th>
<th>Fall 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>434</td>
<td>Male</td>
</tr>
<tr>
<td>Female</td>
<td>310</td>
<td>Female</td>
</tr>
<tr>
<td>Total</td>
<td>744</td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td></td>
<td>722</td>
</tr>
</tbody>
</table>

**Intramural Sports Participation**

<table>
<thead>
<tr>
<th></th>
<th>July 2013 – June 2014</th>
<th>Fall 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>9215</td>
<td>Male</td>
</tr>
<tr>
<td>Female</td>
<td>2372</td>
<td>Female</td>
</tr>
<tr>
<td>Total</td>
<td>11,587</td>
<td>Total</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7,244</td>
</tr>
</tbody>
</table>

The Financial Aid and Scholarships Office (FASO) is instrumental in every student’s academic career. Through various scholarships, grants, and student loans, students are provided with a sense of security by knowing there are options available to them to help with educational costs. FASO works closely with students to ensure they get any financial aid related assistance they need. Taking into consideration the different economic backgrounds of each student, FGCU has established various programs to reach out to all students, including, but not limited to, first generation students and underrepresented populations. One of these programs includes College Goal Sunday where FASO staff members assist students one-on-one with completing the Free Application for Federal Student Aid (FAFSA). Additionally, FASO staff assume a proactive role in reaching out to all enrolled and prospective students regarding availability of financial assistance at FGCU.

6. Housing and Residence Life - http://www.fgcu.edu/Housing/

Aligning with FGCU’s nondiscrimination policy, the Office of Housing and Residence Life promotes diversity to ensure that every student living on campus feels as though they are part of the FGCU community. To further demonstrate their dedication to diversity, the Housing and Residence Life Department created the following diversity statement:

*The Office of Housing and Residence Life at Florida Gulf Coast University recognizes the value in embracing and celebrating individual differences. As a community of learners, we seek to create an inclusive environment where all students are active participants in shaping the culture of our community. We accomplish this by:*

- *Promoting a set of community standards that encourage an understanding of what it means to live with and learn from others with varying perspectives;*
- *Designing a variety of programs and activities that encourage social, cultural, and intellectual engagement; and*
- *Committing ourselves to recruiting, hiring, and retaining a diverse staff.*

In addition to promoting diversity, FGCU compiles data of the students living on campus each year. This data is used to track trends in housing and make necessary adjustments if it appears that a diverse population is not represented. The data compiled each year consists of the following: gender/sex of the students, marital status, ethnicity, and age. The table below summarizes the demographic data for students living on campus for Fall 2013 and Spring 2014.
<table>
<thead>
<tr>
<th></th>
<th>Fall 2013</th>
<th></th>
<th>Spring 2014</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Count</td>
<td>%</td>
<td>Count</td>
<td>%</td>
</tr>
<tr>
<td><strong>Gender/Sex</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td>2475</td>
<td>58.37</td>
<td>2418</td>
<td>58.28</td>
</tr>
<tr>
<td>Male</td>
<td>1765</td>
<td>41.63</td>
<td>1731</td>
<td>41.72</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4240</td>
<td>100.00</td>
<td>4149</td>
<td>100.00</td>
</tr>
<tr>
<td><strong>Marital Status</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>4240</td>
<td>100.00</td>
<td>4149</td>
<td>100.00</td>
</tr>
<tr>
<td><strong>Ethnicity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American</td>
<td>440</td>
<td>10.37</td>
<td>466</td>
<td>11.23</td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td>8</td>
<td>0.19</td>
<td>9</td>
<td>0.22</td>
</tr>
<tr>
<td>Asian/Pacific Islander</td>
<td>75</td>
<td>1.77</td>
<td>78</td>
<td>1.88</td>
</tr>
<tr>
<td>Hispanic</td>
<td>740</td>
<td>17.45</td>
<td>707</td>
<td>17.04</td>
</tr>
<tr>
<td>Not Reported</td>
<td>104</td>
<td>2.45</td>
<td>104</td>
<td>2.51</td>
</tr>
<tr>
<td>White Non-Hispanic</td>
<td>2763</td>
<td>65.16</td>
<td>2672</td>
<td>64.40</td>
</tr>
<tr>
<td>Two or more races</td>
<td>110</td>
<td>2.61</td>
<td>113</td>
<td>2.72</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4240</td>
<td>100.00</td>
<td>4149</td>
<td>100.00</td>
</tr>
<tr>
<td><strong>Age</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>0</td>
<td>0.00</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>17</td>
<td>74</td>
<td>1.75</td>
<td>10</td>
<td>0.24</td>
</tr>
<tr>
<td>18</td>
<td>1764</td>
<td>41.60</td>
<td>1175</td>
<td>28.32</td>
</tr>
<tr>
<td>19</td>
<td>1213</td>
<td>28.61</td>
<td>1421</td>
<td>34.25</td>
</tr>
<tr>
<td>20</td>
<td>612</td>
<td>14.43</td>
<td>826</td>
<td>19.91</td>
</tr>
<tr>
<td>21</td>
<td>345</td>
<td>8.14</td>
<td>407</td>
<td>9.81</td>
</tr>
<tr>
<td>22</td>
<td>140</td>
<td>3.30</td>
<td>179</td>
<td>4.31</td>
</tr>
<tr>
<td>23+</td>
<td>92</td>
<td>2.17</td>
<td>131</td>
<td>3.16</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4240</td>
<td>100.00</td>
<td>4149</td>
<td>100.00</td>
</tr>
</tbody>
</table>

Based on the information in the table, the representation of students living on campus is reasonably proportionate to the student population on campus. There are more female students enrolled in classes on campus which accurately reflects more female students living in on-campus housing. In addition, there was a slight increase in minority students living on campus during spring 2014. The majority of students living on campus are in the 18-19 age range.
7. Student Employment - http://studentservices.fgcu.edu/careers/

FGCU Career Development Services (CDS) is a part of the Division of Student Affairs. CDS is dedicated to promoting diversity among student employees. Some of their core beliefs are listed below:

- **Individuals grow and develop in unique ways.**
- **Learning occurs throughout the entire University experience.**
- **There is value in diversity of ideas, beliefs and culture.**
- **A strong community is committed to mutual respect, collaboration and care.**
- **A healthy lifestyle enhances success in learning, life and career.**
- **The quality of the University experience is determined by personal choices.**

CDS also promotes student development and learning by helping students implement career, education, employment plans, and decisions. This is achieved by offering a number of different job opportunities for student employees. Some of these opportunities include non-paid internships in a specific area of interest as well as paid Federal Work Study positions. Student positions are filled without regard to race, color, religion, age, disability, gender, sexual orientation, marital status, national origin, or veteran status.

Demographic data for student employees is as follows:

### RACE/ETHNICITY

**Student Employees Fall 2013 and Spring 2014**

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>Actual Number</th>
<th>Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian/Alaskan Native</td>
<td>3</td>
<td>0.26</td>
</tr>
<tr>
<td>Asian</td>
<td>22</td>
<td>1.90</td>
</tr>
<tr>
<td>Black/African American</td>
<td>141</td>
<td>12.21</td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Island</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Two or more races</td>
<td>31</td>
<td>2.68</td>
</tr>
<tr>
<td>Other/Not Reported</td>
<td>62</td>
<td>5.37</td>
</tr>
<tr>
<td>White</td>
<td>896</td>
<td>77.58</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1155</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

**Student Employees Fall 2014**

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>Actual Number</th>
<th>Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian/Alaskan Native</td>
<td>1</td>
<td>0.10</td>
</tr>
<tr>
<td>Asian</td>
<td>16</td>
<td>1.65</td>
</tr>
<tr>
<td>Black/African American</td>
<td>148</td>
<td>15.24</td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Island</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Two or more races</td>
<td>24</td>
<td>2.47</td>
</tr>
<tr>
<td>Other/Not Reported</td>
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</tr>
<tr>
<td>White</td>
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<td>73.85</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>971</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>
GENDER

Student Employees Fall 2013 and Spring 2014

<table>
<thead>
<tr>
<th>Gender</th>
<th>Actual Number</th>
<th>Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>524</td>
<td>45.37</td>
</tr>
<tr>
<td>Female</td>
<td>631</td>
<td>54.63</td>
</tr>
<tr>
<td>Total</td>
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<td>100.00</td>
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</table>

Student Employees Fall 2014

<table>
<thead>
<tr>
<th>Gender</th>
<th>Actual Number</th>
<th>Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>422</td>
<td>43.46</td>
</tr>
<tr>
<td>Female</td>
<td>549</td>
<td>56.54</td>
</tr>
<tr>
<td>Total</td>
<td>971</td>
<td>100.00</td>
</tr>
</tbody>
</table>


In an ongoing effort to improve the University's learning and working environments, and to support the development of students and other members of the University community, the University requires compliance with all applicable regulations and policies, as well as federal and state laws regarding equal opportunity and nondiscrimination. The University does not discriminate in its admissions, educational programs, employment, or activities throughout all divisions, departments, and units of the University. Moreover, the University will not tolerate retaliation based on discrimination of any kind; neither will the University tolerate retaliation related to a claim of sexual harassment, which includes sexual violence. Such claims may be addressed under Title IX of the Education Amendments of 1972.


FGCU treats all personnel, whether student, part-time, or full-time employees, with the same level of dignity and respect regardless of employee classification. This is achieved by recognizing the importance of each individual employee and the role they play in FGCU’s inclusive community. Additionally, FGCU safeguards the consistent application of University policies and procedures to ensure that all personnel matters are handled in a manner that aligns with FGCU’s Non-Discrimination Statement and applicable policies and practices that promote equity and diversity.
PART III. ACADEMIC PROGRAM REVIEWS – ENROLLMENT (E)

FGCU’s effectiveness in enrollment equity in the reporting year. Consider accolades, statistical achievement, and other documentation. Identify areas for improvement in the following year and the programs and timetable to achieve the improvement.
Part III (E)

ACADEMIC PROGRAM REVIEWS – ENROLLMENT (E)

FGCU is committed to achieving its goal of overall growth and diversity. FGCU has been successful in effectiveness in overall equity during the reporting year. FGCU has exceeded its existing goal in this area. As of Fall 2014, FGCU has 4,354 minority students enrolled. This is the highest minority enrollment in school history and it continues to increase at a steady rate. Additionally, overall enrollment has increased from the previous reporting year from 14,074 during Fall 2013 to 14,463 students enrolled in Fall 2014.

FGCU is proud of this achievement and understands the important role that student retention, recruitment, and community outreach play in meeting and exceeding the University’s expectations.
PART IV. GENDER EQUITY IN ATHLETICS

Under the Florida Education Equity Act, each university shall prepare an annual update to the Gender Equity Plan and include a description of the findings followed by an assessment of gender equity in eleven areas.
Part IV

TITLE IX’S APPLICABILITY TO GENDER EQUITY IN INTERCOLLEGIATE ATHLETICS

Title IX of the Education Amendments of 1972 (Title IX) is an important federal civil rights law that prohibits discrimination on the basis of sex with respect to postsecondary institutions that receive federal financial assistance from the U.S. Department of Education (USDOE). Title IX is enforced by the USDOE’s Office for Civil Rights (OCR). Among other things, Title IX applies to gender equity in athletic programs operated by the University. As such, the University must provide equal opportunities to participate in athletics to both male and female students. Specifically, Title IX, as enforced by OCR, sets out three parameters upon which gender equity in postsecondary athletics can be measured and achieved. A university can show equity in postsecondary athletics by showing one of the following:

1. the intercollegiate-level participation opportunities for male and female students at the institution are “substantially proportionate” to their respective full-time undergraduate enrollment;

2. the university has a “history and continuing practice of program expansion” for the underrepresented sex; or

3. the university is “fully and effectively” accommodating the interests and abilities of the underrepresented sex.

The University meets the “substantially proportionate” test as, during the applicable time period, the University had an enrollment of 56% female and 44% male; during the same time period, 57% of the University’s student athletes were female and 43% of the University’s student athletes were male.

In addition to meeting the “substantial proportionate” test, the University must determine whether the “substantially proportionate” athletic representation actually provides “equal opportunity” for the sexes. In making such a determination, OCR considers, among other things, the following factors:

1. the provision of equipment and supplies;

2. scheduling of games and practice time;

3. travel and per diem allowances;

4. opportunity for coaching and academic tutoring;

5. assignment and compensation of coaches and tutors;
6. provision of locker rooms and practice and competitive facilities;

7. provision of medical and training facilities and services;

8. housing and dining services;

9. publicity;

10. recruitment; and

11. support services.

These factors are affectionately termed the “laundry list”. No one factor is dispositive in determining whether “equal opportunity” exists. The Act adopts an analysis similar to what is used by OCR. Consequently, compliance with OCR standards equates to compliance with the Act with regard to gender equity in athletics.

Using an evaluation of the eleven factors listed above and the “substantially proportionate” test, the Report finds that the University is compliant with Title IX and the Act’s requirement to provide equitable opportunities in athletics to male and female student athletes. The following charts illustrate compliance as such.
## Florida Equity Reports

**Florida Gulf Coast University**

2013 - 2014

**PART IV: Sex Equity in Athletics**

### Chart 1. Sex Equity in Athletics Update

<table>
<thead>
<tr>
<th>Element</th>
<th>Assessment</th>
<th>Area for improvement? (mark if yes, and describe on form below)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Sports offerings</strong></td>
<td>FGCU offers 15 intercollegiate sports: 6 for males (baseball, basketball, cross country, golf, soccer and tennis) and 9 for females (basketball, cross country, golf, sand volleyball [started spring 2012], soccer, softball, swimming and diving, tennis, and volleyball).</td>
<td></td>
</tr>
<tr>
<td><strong>2. Participation rates, male and female, compared with full-time undergraduate enrollment</strong></td>
<td>Using the NCAA &quot;first day of contest&quot; standard, there were 112 (43%) male and 146 (57%) female participants in intercollegiate athletics. This compares to the institution's 56% full-time female and 44% full-time male undergraduate populations according to the FGCU Office of Planning and Institutional Performance. Based on the above, the participation rate for females is actually higher than the enrollment rate for females.</td>
<td></td>
</tr>
<tr>
<td><strong>3. Availability of facilities, defined as locker room, practice, and competitive facilities</strong></td>
<td>Men's and women's basketball and women's volleyball have exclusive locker rooms in the same building as their practice/competition site (Alico Arena). Sand volleyball's roster is comprised of student-athletes who mostly played indoor volleyball. Also housed in Alico Arena are the men's and women's tennis locker rooms that are respectively shared with men's and women's cross country and also used as visiting team quarters. Baseball, softball and men's and women's soccer have exclusive locker rooms in the Outdoor Sports Complex, which is centrally located to all fields. The swimming and diving team has a private locker room located at the aquatics facility. Sand volleyball practiced at Estero Community Park, which is also their competition site. Each team has comparable locker rooms</td>
<td></td>
</tr>
</tbody>
</table>
and facilities within each sport. All teams practice in the same facility in which they compete and all facilities are on campus (with the exception of golf, sand volleyball and cross country) so the availability of the facilities is excellent.

4. Scholarship offerings for athletes

The male student-athletes received $1,137,363 (39%) in athletic scholarships (includes waivers and other countable aid). The female student-athletes received $1,780,409 (61%) in athletic scholarships, including waivers and other countable aid. Because female athletes are 57% of the total number of athletes, the scholarship designation should be more in line with this percentage. A plan is in place to annually close this gap (was 63% female athletic aid in 2010-11). Also, this aid amount received is skewed by $76,000 to the women due to their using four out-of-state waivers initially allocated to the men but not needed. Otherwise, the amounts would be 60% female to 40% male. Unfortunately, despite the apparent disparity, due to NCAA maximum scholarship limits that witness most women’s sports higher than their male counterparts (i.e., tennis is 8 for women, 4.5 for men; golf is 6 for women, 4.5 for men; basketball is 15 for women, 13 for men); although our women have more athletic aid in nearly all sports where there is a men's counterpart, most have less "purchasing power" (i.e., women's tennis have 5.2 of NCAA limit of 8 or 65% compared to men's tennis having 3.94 of 4.5 or 86% of allowable limit).

5. Funds allocated for:

a) the athletic program as a whole

A majority of the department's revenue is received through student fees; however, the department does a good deal of its own fundraising and currently provides 25% of its current budget from outside contributions (donations, ticket sales, corporate sales, and NCAA revenue distributions).

b) administration

The administrative staff includes the Director of Athletics, the Senior Associate Athletic Director for External Affairs, the Associate Athletic Director for Student-Athlete Services/SWA, the Associate Athletic Director for Internal Affairs, the Associate Athletic Director for Health Performance, and the Assistant Athletic Director for Marketing & Sales. Funds are allocated for the administration to have professional development as well as travel costs to attend necessary conferences and meetings. Each administrator's oversight responsibilities are involved.
with all 15 sports programs.

c) travel and per diem allowances

The state of Florida mandates a maximum daily per diem of $36/day ($6 for breakfast, $11 for lunch and $19 for dinner). However, the department policy is to spend the equivalent of $30/day on meals when traveling because coaches try to get accommodations at a hotel that serves a complimentary hot breakfast. Modes of transportation were fairly consistent across men’s and women’s teams. Almost all teams took chartered buses for trips within the state of Florida and up to Macon and Atlanta, GA (except smaller teams such as golf and tennis who primarily took vans) and flights for trips outside the state. Both the men’s and women’s teams stay in moderately-priced hotels of similar quality.

d) recruitment

Recruitment budgets for 2013-14 show $134,000 (53%) allocated for the women’s teams and $118,500 (47%) allocated for the men’s teams. Recruiting budgets are determined by the Director of Athletics, sport coordinators and the Associate Athletic Director for Internal Affairs based on the number of student-athletes each team needs to replace.

e) comparable coaching

All teams are provided a full-time head coach with men’s and women’s cross country, as well as volleyball and sand volleyball, sharing a head coach. During the 2013-14 academic year, the women’s teams were allocated 53% of the total funds to compensate coaches in the athletics department.

f) publicity and promotion

Funds for publicity and promotion are provided to the athletics communications office and the marketing office. These two offices support all athletic teams and are responsible for separate team pages on our fgcuathletics.com website (rosters, bios, schedules, statistics, news, etc.) Programs for home events, posters, and schedule cards are just some of the printed and online publications that are produced. Game day promotions are provided as well in an equitable fashion.

g) other support costs

Funds are provided for other support costs such as administrative, clerical, athletic training, strength & conditioning, academic advising services and compliance. All of these support services provide equivalent service to all sports teams.
6. Provision of equipment and supplies

According to feedback from our annual student-athlete surveys and coaches through the Specific Sports Needs Evaluation, the men's and women's programs receive high quality equipment and supplies. Coaches receive an operating budget and purchase the necessary equipment and supplies for their team, in conjunction with the Director of Facilities and Operations. The amount and quality of equipment and supplies are determined by the individual coach, based on their preferences and budget. In 2009-10 a rotation system of replacing uniforms was implemented based on the condition and age of current uniforms. Also, thanks to the Men's Basketball team's "Sweet 16" appearance, FGCU was able to generate a first ever modest all sport apparel deal with Nike.

7. Scheduling of games and practice times

NCAA Bylaws dictate the maximum number of contests and dates of competition for each sport, as well as the minimum contests and participant requirements for sports sponsorship. The number of conference games is determined by the Atlantic Sun Conference. (No such requirement exists for the Coastal Collegiate Swimming Association other than mandated participation at the annual end of season CCSA Championship meet.) Those sports that have their own facilities for practice and competition (softball, baseball, men's and women's cross country, men's and women's golf, swimming and diving, sand volleyball, and men's and women's tennis) select practice times that are most conducive to the student-athletes' class schedules. The coaches of those sports that share a facility (men's and women's soccer; volleyball and men's and women's basketball) meet each semester to decide on practice times once class schedules have been ascertained for their student-athletes. These discussions are coordinated by the Director of Facilities and Operations. In regards to game times, the most preferred slots (i.e., second game of a basketball doubleheader) are shared.

8. Opportunities to receive tutoring

Tutoring, supplemental instruction and other academic assistance programs are equally available to all female and male student-athletes. The Department of Athletics has recently joined with the Center for Academic Achievement to provide more opportunities for tutoring beyond what the Department of Athletics provides.

9. Compensation of...
coaches and tutors  | Department of Athletics to the student-athletes who request the assistance. They are paid anywhere from $8.00-$9.60/hour depending on experience. Further tutoring assistance is provided by the Center for Academic Achievement where tutors are compensated $8/hour. Some tutors may earn community service hours through their tutoring service. Compensation for coaches: Rates of compensation are determined by a number of factors including experience and market conditions for the position. During the 2013-14 academic year, the women's teams were allocated 56% of the total funds to compensate coaches in the athletics department.

| 10. Medical and training services | Each athletic team is assigned a certified/licensed athletic trainer whose responsibility includes providing basic medical attention to student-athletes and making referrals for urgent/emergency medical care. |

<p>| 11. Housing and dining facilities and services | Male and female student-athletes are provided the same housing and dining facilities available in the same manner that they are to the general student body. |</p>
<table>
<thead>
<tr>
<th>Areas for Improvement</th>
<th>Program for Improvement</th>
<th>Timetable</th>
</tr>
</thead>
<tbody>
<tr>
<td>The scholarship dollar allocation is not proportional to male and female participation ratios.</td>
<td>Increase scholarship allocation to male teams 1% each year until equity is achieved. If female scholarship allocation increases, the male teams will be increased by that same amount plus 1%. Although the ratios will not be proportional next year, all men's teams will be at the maximum NCAA limit and will therefore be fully funded for scholarships.</td>
<td>2014-15</td>
</tr>
</tbody>
</table>

Check one basis below for assuring that the University is in compliance with the Florida Educational Equity Act:

- [ ] Accommodation of Interest and Abilities
- [x] Substantial Proportionality
- [ ] History and Practice of Expansion of Sports
PART V. EMPLOYMENT REPRESENTATION

The Florida Educational Equity Report contains information on the achievement of appropriate representation of women and minorities in selected faculty and administrative employment categories. Tables 1-4 below include information relevant to that end.
EMPLOYMENT REPRESENTATION

This section reviews the utilization of woman and minorities, as applicable, in senior level administrative positions and by faculty rank and/or tenure status. FGCU currently does not offer new tenure track positions. Tenured faculty mentioned in the charts below refer only to those applicable faculty who transferred from University of South Florida-Fort Myers to FGCU at its inception. Employment data is derived from the Integrated Postsecondary Education data System (IPEDS), which is completed annually by each university. The four charts in this section provide data on the following:

1. Category Representation – Tenured Faculty
2. Category Representation – Tenured-Track Faculty
3. Category Representation – Faculty not on Tenure Track or Faculty employed at a non-tenure granting University
4. Category Representation – Executive/Administrative/Managerial employees

As mentioned previously, FGCU does not currently use a tenured track system. There is a small percentage of tenured faculty that transferred during the University’s inception. When comparing the chart above to previous years, there has not been a drastic change. There are a total of 8 tenured faculty members. Four of them are female. Of the eight tenured faculty members, seven are white and one is Hispanic. (Chart 1.)
This category is not applicable to the University as FGCU does not offer new tenure positions. (Chart 2.)

FGCU has a total of 439 non-tenure earning faculty members. This number increased by 17 when compared to the previous year. Female faculty make up approximately 44.6% of the total non-tenured faculty members. There was also an increase of seven female faculty members in 2014. The majority of the minority groups represented stayed the same in 2013 and 2014, with the exception of the Hispanic and Asian groups. The Asian non-tenured faculty increased by 3 faculty members and the Hispanic non-tenured faculty increased by 2 faculty members. (Chart 3.)

FGCU had a total of 236 Executive/Administrative/Managerial employees in 2014. This is an increase of 59 employees from 2013 to 2014. Female employees comprise 53% of the overall total in 2014. Only 36 of the 236 employees are minorities. This illustrates that there is some room for improvement in the hiring and retention of Executive/Administrative/Managerial employees. To assist in this regard, the University’s HR Department has taken steps to increase minority representation in employment by increasing advertisement to minority and women based affinity groups; consulting with the University’s OIEC on vacancy waiver positions to promote equity; and increase investment in software to recruit from a wider, and more diverse, pool of national job sites. (Chart 4.)

Additionally, HR has invested in Localjobnetwork.com, a web-based service that will aid the University with its goal of increasing diversity in applicant pools while also
ensuring compliance with applicable federal regulations. The service is a 12-month subscription that will cross-post FGCU postings to local employment websites, local diversity websites, and the state job bank. It will also aid the University’s diversity recruiting by featuring all postings on websites that have accessibility features to ensure job seekers with a disability can easily navigate and search for FGCU jobs. Additionally, FGCU job postings are communicated daily through their Community and Diversity Outreach program connecting our jobs with active and passive job seekers. The community partners include:

- Minorities
- Women
- People with disabilities
- Veterans
- Diversity organizations
- Universities and colleges
- Historically black colleges and universities
- State workforce agencies
- Construction/Skilled trades
- Professional/Technical groups
- Business professionals

In addition, the service will help with increasing our social media presence by way of Facebook, LinkedIn, Twitter, and YouTube. The University is committed to increasing diversity at all employment levels.
PART VI. AREAS OF IMPROVEMENT AND ACHIEVEMENT
# Part VI

## AREAS OF IMPROVEMENT/ACHIEVEMENT 2013 – 2014

### Academic Services, Programs, and Student Enrollment

<table>
<thead>
<tr>
<th>Areas of Improvement</th>
<th>Areas of Achievement</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Part III of this Report</td>
<td>See Part III of this Report</td>
</tr>
</tbody>
</table>

### Sex Equity in Athletics

<table>
<thead>
<tr>
<th>Areas of Improvement</th>
<th>Areas of Achievement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Areas of Improvement</strong></td>
<td><strong>Areas of Achievement</strong></td>
</tr>
<tr>
<td>The University has a goal to increase the male athletic scholarship allocation by 1% each year until the male and female allocations are equal in terms of percentage allocation compared to percentage enrollment. If the female scholarship allocation increases, the male teams will be increased by that same amount plus 1%.</td>
<td>FGCU has consistently maintained substantial proportionality remaining in compliance with the Florida Educational Equity Act.</td>
</tr>
</tbody>
</table>

### Employment

<table>
<thead>
<tr>
<th>Areas of Improvement</th>
<th>Areas of Achievement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Areas of Improvement</strong></td>
<td><strong>Areas of Achievement</strong></td>
</tr>
<tr>
<td>The University has committed itself to the active recruitment of minority individuals in all areas of employment.</td>
<td>Minority faculty and staff constituted 20% of the total full time employee count in Fall 2014. While this percentage remains essentially unchanged over the prior year, it demonstrates FGCU’s continuing competitive position in attracting and retaining underrepresented categories of faculty and staff.</td>
</tr>
</tbody>
</table>
PART VII. REPRESENTATION IN THE PROMOTION PROCESS

The Florida Educational Equity Report contains information on representation of women and minorities in the faculty promotion process. The Table below includes information relevant to that end.
Part VII


APPLICANTS: Faculty who submitted their names for promotional review to respective College Committee(s).
WITHDRAWN: Faculty who withdrew from consideration for promotion after applying for review.
FORWARDED: Faculty for whom application is forwarded to the Provost for promotional consideration.
DENIED: Faculty for whom promotion was denied during the review process.
PROMOTED: Faculty for whom promotion is forwarded to the Board of Trustees (BOT) for approval.

FGCU University-wide Faculty Promotions

<table>
<thead>
<tr>
<th></th>
<th>Total Applicants</th>
<th>Total Withdrawn</th>
<th>Total Forwarded to Provost</th>
<th>Total Denied</th>
<th>Total Promoted</th>
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</thead>
<tbody>
<tr>
<td><strong>MALES</strong></td>
<td></td>
<td></td>
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<tr>
<td>American Indian or Alaskan Native</td>
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<td># %</td>
<td># %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian or Pacific Islander</td>
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</tr>
<tr>
<td>Black, Not Hispanic</td>
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<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White, Not Hispanic</td>
<td>11</td>
<td>1</td>
<td>10</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>Other, Not Reported or Unknown</td>
<td># %</td>
<td># %</td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
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<td>12</td>
<td>5</td>
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<table>
<thead>
<tr>
<th></th>
<th>Total Applicants</th>
<th>Total Withdrawn</th>
<th>Total Forwarded to Provost</th>
<th>Total Denied</th>
<th>Total Promoted</th>
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<tbody>
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<td><strong>FEMALES</strong></td>
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<tr>
<td>American Indian or Alaskan Native</td>
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<td>Asian or Pacific Islander</td>
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<tr>
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<td>Other, Not Reported or Unknown</td>
<td># %</td>
<td># %</td>
<td># %</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>19</td>
<td>2</td>
<td>17</td>
<td>7</td>
<td>10</td>
</tr>
</tbody>
</table>

3 Number is reflective of all submissions forwarded to the Provost’s Office that resulted in an approval or denial of promotion.
4 Same as footnote above.
PART VIII. REPRESENTATION IN THE PROMOTION PROCESS

The Florida Educational Equity Report contains information on representation of women and minority representation on the Faculty Promotion Committee. The Table below includes information relevant to that end.
## Part VIII

**REPRESENTATION IN THE PROMOTION PROCESS**

<table>
<thead>
<tr>
<th>Committee</th>
<th>Black, Not Hispanic</th>
<th>American Indian/Alaskan Native</th>
<th>Asian or Pacific Islander</th>
<th>Hispanic</th>
<th>White, Not Hispanic</th>
<th>Other, Not Reported</th>
<th>Total including Other, Not Reported</th>
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<td>M 3 F 8</td>
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<td>M 1 F 6</td>
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<td>College of Health Professions</td>
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<td>Library Services</td>
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FGCU Board of Trustees - September 8, 2015
PART IX. OTHER

Budget Plan, President, and Top Administrators
Part IX

OTHER

Budget Plan

- The University, firm in its commitment to equity and diversity, continues to allocate the necessary funding in order to attract, recruit, and maintain a diverse student population and employee workforce.

- The University continues to invest in training (both in person and online) for faculty, staff, and students on the protections and prohibitions of the Act and applicable federal and state law.

President and Top Administrators

- The University’s commitment to equity and diversity starts with its top level executives, led by the President.

- As stated previously, the President reestablished the OIEC specifically for the purpose of assisting the University in its ongoing quest to provide a working and learning environment free from discrimination and harassment.

- The President’s Executive Cabinet has been integral in maintaining a high level of achievement within the University with respect to creating and fostering a working and learning environment that encourages equity and diversity.

- With the assistance of his Executive Cabinet, the President has overseen the largest increase in minority enrollment in the University’s history. Since the President’s tenure began in 2007, the number of enrolled Students of Color has increased by 162%.\(^5\)

- The University will continue its commitment to equity and diversity and looks forward to reviewing its achievements and improvements in the 2016 Report.

\(^5\) From Fall 2007 to Fall 2014.
FGCU REPORT COMMITTEE

This report was drafted by:

Office of Institutional Equity and Compliance
Brandon Washington, Director and Title IX Coordinator
Precious Green Gunter, Esq., Coordinator

Our special thanks to the President, Executive Leadership, and all of the Departments that provided information included in this Report.
Florida Gulf Coast University Board of Trustees  
September 8, 2015  

**SUBJECT:** Office of Internal Audit Updated Charter

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**PROPOSED BOARD ACTION**

Approve the Office of Internal Audit Updated Charter

**BACKGROUND INFORMATION**

As required by Section 20.055(6)(a), Florida Statutes, FGCU’s Office of Internal Audit performs its work in compliance with current International Standards for the Professional Practice of Internal Auditing (Standards) as published by the Institute of Internal Auditors (IIA).

The IIA Attribute Standard 1000 requires that the purpose, authority, and responsibility of the internal audit activity must be formally defined in an internal audit charter, consistent with the Definition of Internal Auditing, the Code of Ethics, and the Standards. The Director of Internal Audit must periodically review the internal audit charter and present it to the President and the FGCU Board of Trustees for approval.

Upon approval by the FGCU Board of Trustees, a copy of the Office of Internal Audit Updated Charter will be sent to the Board of Governors as requested.

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**Supporting Documentation Included:** Office of Internal Audit Updated Charter

**Prepared by:** Director of Internal Audit Carol Slade

**Legal Review by:** Vice President and General Counsel Vee Leonard (August 18, 2015)

**Submitted by:** President Wilson G. Bradshaw
Florida Gulf Coast University
Office of Internal Audit
Charter

Introduction and Scope of Work

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve the University’s operations. It assists Florida Gulf Coast University (FGCU) to accomplish its objectives by bringing a systematic, disciplined approach to examine and evaluate the effectiveness of risk management, internal controls, and governance processes.

The scope of work performed is designed to determine whether:

- Significant risks are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Systems ensure compliance with policies, procedures, and applicable laws and regulations.
- Resources are acquired economically, used efficiently, and adequately protected.
- Significant financial and operational information is accurate, reliable, and timely.
- Programs, plans, and objectives are achieved.
- Quality and continuous improvements are fostered in FGCU’s control processes.

Duties and Responsibilities

- Provide a risk-based audit work plan
- Evaluate risk exposure relating to achievement of the organization’s strategic objectives.
- Evaluate the reliability and integrity of information and the means used to identify, measure, classify, and report such information.
- Evaluate the adequacy and effectiveness of the University’s processes for controlling its activities and managing its risks in the areas set forth under the scope of work.
- Report significant issues related to the processes for controlling the activities of the University, including potential improvements to those processes, and provide information concerning such issues through resolution.
- Provide information on the status and results of the audit work plan and the sufficiency of departmental resources to the President and the FGCU Board of Trustees.
- Report on the internal audit activity’s purpose, authority, responsibility, and performance relative to its plan.
- Coordinate with other control and monitoring functions (risk management, compliance, security, legal, ethics, environmental, external audit).
- Evaluate specific operations at the request of the Board or management, as appropriate.
- Investigate allegations of fraud and other dishonest acts. When appropriate, coordinate investigative work with the University police.
- Investigate complaints received under the State’s Whistle-blower law.
- Promote the implementation of management’s corrective actions to significant internal and external audit observations.
- Provide consulting services to University programs that relate to internal controls and other operational areas.
• Promote effective coordination and cooperation with external auditors to avoid duplication of audit effort.
• Maintain professional audit staff with sufficient internal audit knowledge, skills and experience to meet the requirements of this charter.

Independence, Objectivity and Authority

The Director of Internal Audit will report administratively to the President and, through the President, functionally to the FGCU Board of Trustees. The Director of Internal Audit will communicate and interact directly with the Board. This reporting relationship promotes independence and assures adequate consideration of audit findings and planned actions.

The FGCU Board of Trustees will approve the internal audit charter and risk based audit work plan. Additionally, the trustees receive communications from the Director of Internal Audit on the Office of Internal Audit’s (Internal Audit) performance relative to its plan and other matters. The Director must confirm to the FGCU Board of Trustees, at least annually, Internal Audit’s organizational independence.

Internal Audit will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude.

Internal auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Director and the staff of Internal Audit are authorized to have full, free, and unrestricted access to all University information, documents, records, and personnel deemed necessary to carry out its duties and responsibilities. Internal Audit will handle all information obtained during an engagement in the same prudent manner as the employees normally accountable for the information. All employees are requested to assist Internal Audit in fulfilling its roles and responsibilities. Internal auditors will have no direct operational responsibility or authority over any of the activities audited.

Professional Audit Standards

Internal Audit will govern itself by adherence to The Institute of Internal Auditors’ mandatory guidance including the Definition of Internal Auditing, the Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing (Standards). In addition, Internal Audit will adhere to Florida Gulf Coast University’s relevant policies and procedures and its own standard operating procedures manual.

Quality Assurance and Improvement Program

Internal Audit will maintain a quality assurance and improvement program that covers all aspects of its activities. The program will include an evaluation of Internal Audit’s conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.
The Director of Internal Audit will communicate to the President and the FGCU Board of Trustees on Internal Audit’s quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years.

Carol Slade  
Director of Internal Audit, Florida Gulf Coast University

Wilson G. Bradshaw, Ph.D.  
President, Florida Gulf Coast University

Robbie B. Reepstorff  
Chair, Florida Gulf Coast University Board of Trustees  
Chair, Florida Gulf Coast University Audit Committee
PROPOSED BOARD ACTION

Accept the 2014-2015 Internal Audit Annual Report

BACKGROUND INFORMATION

As required by Section 20.055(6)(a), Florida Statutes, FGCU’s Office of Internal Audit performs its work in compliance with current International Standards for the Professional Practice of Internal Auditing as published by the Institute of Internal Auditors (IIA).

The IIA Performance Standard 2060 requires the Director of Internal Audit to report at least annually to the President and the FGCU Board of Trustees on Internal Audit’s purpose, authority, responsibility, and performance relative to its audit work plan.

Upon acceptance of the report by the FGCU Board of Trustees, a copy of the report will be sent to the Board of Governors as requested.


Prepared by: Director of Internal Audit Carol Slade

Legal Review by: N/A

Submitted by: President Wilson G. Bradshaw
Office of Internal Audit
Annual Report
2014-2015

“Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations.”

From the Institute of Internal Audit Standards

This annual report provides information on the benefits and effectiveness of the FGCU Office of Internal Audit (IA) during the 2014-2015 fiscal year. The primary objective of our office is to assist management at all levels of the University including members of the FGCU Board of Trustees in the effective discharge of their duties.
MESSAGE FROM THE DIRECTOR OF INTERNAL AUDIT

Thank you for allowing the Office of Internal Audit (IA) to provide you with information about our office’s activities during 2014-2015 and plans for 2015-2016. Our work is performed in accordance with the Institute of Internal Auditors’ Professional Standards. Based upon those standards, our latest Quality Assurance Review assessed our work as “generally conforms,” the highest possible rating.

We encourage you to read the free, monthly electronic newsletter, Tone at the Top, from the Institute of Internal Auditors. Its purpose is to provide senior management, boards of directors, and audit committees with concise information on governance-related topics. The July/August 2015 issue entitled “Internal Auditing Standards: Why They Matter” can be found at www.globaliia.org/Tone-at-the-Top or by calling 1-407-937-1111 for a complimentary subscription.

Many of you already read the Association of Governing Boards magazine published every two months. However, if you do not yet receive the AGB News & Trends Around the Boardroom news digest that is published every two weeks, it is an excellent source of current information regarding higher education topics. Here is the link: info.agb.org/membershipnewsletter-0.

IA had a successful year during which we completed the four audits on the 2014-2015 Audit Work Plan approved at the June 2014 FGCU Board of Trustees (BOT) meeting. We used AutoAudit, new audit management software, throughout this first year to improve audit efficiency.

In addition to the audits on the Work Plan, the Florida Board of Governors (BOG) required an audit of the processes that ensure data submissions to the BOG regarding performance based funding are complete, accurate and timely. With your approval, we engaged the accounting firm of Mauldin and Jenkins to perform agreed upon procedures. We oversaw the engagement and participated to the extent that we were able to offer an unqualified opinion on the integrity of the data submission processes to the BOG. The audit was submitted to the BOG before its deadline.

In March Chair Roepstorff and I attended a BOG Audit Committee workshop especially for BOT Audit Chairs and the heads of their internal audit departments. President Bradshaw also attended the meeting. Its purpose was to obtain information and exchange ideas with the BOG audit committee members about existing practices of internal audit offices and audit committees at all state universities as well as possible improvements.

I want to thank the President and the FGCU Board of Trustees for their continued support of the Office of Internal Audit. I would also like to thank the IA staff for their hard work and dedication to the practice of internal auditing during 2014-2015.
ABOUT OUR DEPARTMENT

The mission of the FGCU Office of Internal Audit is to assist the University in accomplishing its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

Our Internal Audit Charter defines the purpose, authority, and responsibility of the internal audit activity. The Charter is consistent with the Definition of Internal Auditing, the Code of Ethics, and the Standards mandated by the International Professional Practices Framework (IPPF) of the Institute of Internal Auditors. We have updated the Charter according to the latest guidance from the Institute of Internal Auditors, and it will be presented to the FGCU Board of Trustees for approval at this meeting.

Each year Senior Management and the Board allocate resources to the Office of Internal Audit that must be used in the effective and efficient execution of audit and consulting services. Authorized personnel resources currently include three positions (one Audit Director, one Senior Auditor and one Internal Auditor).

The Institute of Internal Auditors professional standards require that we possess the knowledge, skills, and other competencies needed to perform our responsibilities. Our staff has 45 years of cumulative experience (Director, 25 years; Senior Auditor, 15 years; and, Internal Auditor, 5 years). The Director has a CPA, CIA, and CGFM (certified government financial manager). The Senior Auditor has a CPA and a CIA. The Internal Auditor has an MBA.

During 2014-2015, each staff member spent at least 30 hours improving internal auditing skills and knowledge of higher education issues through continuing professional education. In addition, the Senior Auditor earned the Certified Internal Auditor certification.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM

The Institute of Internal Auditors professional standards require that our office report on the results of the quality and assurance and improvement program. The quality assurance and improvement program must include both internal and external assessments.

Internal Assessments

According to the Standards, internal assessments must include ongoing monitoring of the performance of the internal audit activity and periodic self-assessments or assessments by other persons within the organization with sufficient knowledge of internal audit practices. Internal Audit conducts a variety of internal assessments during the course of its routine audit process. The Internal Audit Director maintains supervision over IA staff during the course of audit work. After the completion of each audit, another Internal Audit staff member reviews the audit materials. In addition to our Operations Manual and Charter, guidelines have been established to provide a framework so that all necessary elements of the audit process are completed and documented.

At the conclusion of each audit, the Office of Internal Audit solicits feedback from each unit that was audited through a Post Audit Feedback Survey. The survey highlights areas that relate to pre-audit engagement activities, the audit process, the closing conference and the reporting of observations. Internal Audit utilizes the feedback to help us continue to improve our office processes.
External Assessments
External Assessments must be conducted at least once every five years. Our last external assessment, also referred to as a Quality Assurance Review (QAR), was conducted in 2012. The QAR was a self-assessment with independent validation done by the Associate Vice President of Internal Auditing and Management Consulting at the University of West Florida. We were assessed with “generally conforms with the International Standards for the Professional Practice of Internal Auditing,” the highest possible rating.

INTERNAL AUDIT ACTIVITY
The Internal Audit work plan for 2014-2015 included four audits plus an additional audit project required by the Florida Board of Governors. All projects were completed successfully.

The four scheduled audits completed during 2014—2015 were:

- Testing and Assessment Center: A limited-scope audit of the Testing and Assessment Center policies and procedures related to revenue collection and test administration.

- Athletic Student Aid Compliance: A limited-scope audit of Athletic Student Aid Compliance with NCAA and Florida Gulf Coast University requirements.

- Procurement Services: A limited-scope audit of the purchasing function during calendar year 2014 exclusive of purchasing cards which were completely audited by the Purchasing Card Administrator.

- Undergraduate Admissions: A limited-scope audit of the operations within Undergraduate Admissions for admitting applicants.

Performance Funding Audit: the Florida Board of Governors required each Board of Trustees to direct its Internal Audit Director to perform, or cause to have performed by an independent audit firm, an audit of the processes that ensure data submissions to the Florida Board of Governors are complete, accurate and timely. Our management assistance consisted of consulting projects with several departments.
ADDITIONAL ASSURANCE COVERAGE FROM PROCUREMENT SERVICES

Procurement Services, in the Administrative Services Division, has a Purchasing Card Administrator who continuously audits purchasing card activity by cardholder. Because Trustees have indicated an interest in this activity, we present the following information for 2014-2015 that was provided by Procurement Services.

As of June 2015, FGCU had 323 active Bank of America purchasing cards. During 2014-2015 there were 23,448 transactions totaling $5,462,228.74.

During 2014-2015 there were 356 purchasing card audits performed. The audits were rated according to compliance with FGCU purchasing card procedures. Before employees are issued a purchasing card, they must undergo training and sign their agreement to abide by FGCU procedures. The 2014-2015 audits rated employees’ purchasing card compliance as follows:

- Excellent – 146
- Good – 194
- Fair – 13
- Poor – 3

One employee who received a “poor” rating, and had not corrected the errors upon audit follow-up, lost their purchasing card privileges during this period.
## INTERNAL AUDIT ACTIVITY PLAN 2015-2016

### AUDITS

**Project objectives appear under audit name.**

**Athletics Audit**
- Determine whether the time reporting of hourly employees (OPS) is accurately recorded and complies with applicable rules and regulations
- Determine whether Athletics is utilizing Human Resources as required to hire OPS employees
- Determine whether interns are acquired and utilized appropriately

**Office of Student Conduct Audit**
- Determine whether there is a system in place to enforce the Student Code of Conduct and that its procedures are adequately documented
- Determine whether, if a system exists, that it functions as designed and in a consistent manner

**Housing Maintenance Equipment and Supplies Audit**
- Determine whether an inventory system is in place
- Determine whether a sample of physical inventory matches recorded inventory
- Determine whether there is a periodic reconciliation process between physical inventory and recorded inventory
- Determine whether adequate documented procedures for acquisition and use of inventory exist

**Performance Measures Data Integrity Audit**
- Performance of this audit awaits direction to the University from the Florida Board of Governors (BOG). The BOG Inspector General recommended we include it in our work plan.
- Our objectives will be determined based upon instructions and specifications provided by the Florida Board of Governors.
- Once the objectives are determined, this audit may be wholly or partly outsourced.

### OTHER ON-GOING ACTIVITIES

- Special projects and investigations as requested
- Follow-up of management’s actions in response to audit recommendations
- Provide responses to requests for information from external auditors

### AUDIT FOLLOW-UP

The Institute of Internal Auditors Standards state, “The chief audit executive must establish and maintain a system to monitor the disposition of results communicated to management.” Additionally, “The chief audit executive must establish a follow-up process to monitor and ensure that management actions have been effectively implemented or that senior management has accepted the risk of not taking action.”

As a part of the audit process, management issues a response to each audit recommendation. Internal Audit requests that the management response include any proposed actions, a responsible party and the proposed implementation date. After the implementation date has passed, we ask management to provide an update of their progress. Follow-up inquiries are not made for reviews and audits with no observations.
The only outstanding audit for follow-up in our 2013-2014 Annual Report was Environmental Health and Safety. During the 2014-2015 year, Management responsible for the Environmental Health and Safety audit completed their goal for implementing the report recommendation.

Additionally, the follow-up process has begun for the 2014-2015 audits. Management responsible for the Testing and Assessment Center Audit has implemented the recommendations stated in the audit reports. These recommendations included establishing an Informed Consent Form for proctoring exams, establishing additional policies for administering exams for University departments, implementing a contract for administering the DSST exam, and modifying position descriptions to remove any requirement that creates or appears to create a conflict of interest and dual compensation. The Athletic Student Aid Compliance Audit does not require follow-up because no observations were reported. The follow-up process for Procurement Services and Undergraduate Admissions has not begun at this time.

MANDATORY DISCLOSURES

Institute of Internal Auditors standards require that Internal Audit regularly disclose the following information about its activities to the FGCU Board of Trustees and Senior Management.

Organizational Independence
The Office of Internal Audit (IA) confirms to the Board, at least annually, its organizational independence. IA reports administratively to the President and functionally, through the President, to the Audit Committee. Reporting to the Audit Committee helps promote the independence necessary for IA to perform its organizational function.

Impairments to Independence or Objectivity
If independence or objectivity is impaired in fact or appearance, the details of the impairment must be disclosed. IA had no impairments to independence or objectivity for any engagements performed during the 2014-2015 fiscal year.

Disclosure of Nonconformance
Occasionally circumstances require the completion of projects or engagements in a manner that is not consistent with Institute of Internal Audit standards. When this occurs, IA must disclose the nonconformance and its impact to Senior Management and the Board. During the 2014-2015 fiscal year, there were no such instances.

Resolution of Management's Acceptance of Risks
Each audit engagement can potentially produce items that may pose risks to university operations. Some items will require management’s attention while others may be situations in which management decides to accept the risk associated with continuing the current practice. This is normal and is often due to cost/benefit constraints. IA is required to disclose to Senior Management and the Board any situations in which it is believed university personnel has accepted a level of residual risk that may not adequately reduce or mitigate the risk of loss. There were no such instances during the 2014-2015 fiscal year.
Florida Gulf Coast University Board of Trustees
September 8, 2015

SUBJECT: Undergraduate Admissions Audit

PROPOSED BOARD ACTION

Accept the Undergraduate Admissions Audit Report provided on June 30, 2015 to President Wilson Bradshaw; Vice President for Administrative Services and Finance Steve Magiera; and Director of Admissions Marc Laviolette.

BACKGROUND INFORMATION

This report presents the results of a limited scope audit of Undergraduate Admissions during the Fall 2014 and Spring 2015 semesters. The results of the audit support the University’s assertion that applicants are accepted based on criteria established by the Florida Board of Governors and adopted by the Florida Gulf Coast University Board of Trustees. Undergraduate Admissions has procedures and processes related to the admission of undergraduate applicants that operate effectively. However, Undergraduate Admissions management has begun implementing additional procedures and improved controls to provide the highest data integrity.

The audit was part of the 2014-2015 internal audit work plan approved by the FGCU Board of Trustees at its June 17, 2014 meeting.

Upon acceptance of the report by the FGCU Board of Trustees, a copy of the report will be sent to the Board of Governors as required.

Supporting Documentation Included: Undergraduate Admissions Audit Report issued June 30, 2015

Prepared by: Director of Internal Audit Carol Slade

Legal Review by: Vice President and General Counsel Vee Leonard (June 26, 2015)

Submitted by: President Wilson G. Bradshaw
INTEROFFICE MEMORANDUM

To: Steve Magiera, Vice President, Administrative Services and Finance
    Marc Laviolette, Director of Admissions

Cc: Dr. Wilson Bradshaw, President
    Susan Evans, Vice President & Chief of Staff

From: Jena Valerioti, Internal Auditor
        Carol Slade, Director, Internal Audit

Date: June 30, 2015

Re: Undergraduate Admissions Audit (FINAL REPORT)

Please see the attached final report of the Undergraduate Admissions Audit, which includes the management response. The report is dated June 17, 2015, which is the date Internal Audit received the management response from the Director of Admissions.

On June 25, 2015, Vee Leonard, General Counsel, completed a legal review of the audit report.

The audit was performed by Jena Valerioti, Internal Auditor and reviewed by Carol Slade, Director, Internal Audit.
Florida Gulf Coast University
Undergraduate Admissions Audit
Internal Audit Report
Report Date: June 17, 2015
UNDERGRADUATE ADMISSIONS

EXECUTIVE SUMMARY

This Report represents a limited-scope audit of the Office of Undergraduate Admissions (UG Admissions). UG Admissions is responsible for making admissions decisions for incoming undergraduate applicants. Undergraduate applicants are classified as First-Time-In-College (FTIC), Transfer, Dual Enrollment/Early Admission high school participants, Second Bachelor’s Degree or Non-Degree Seeking. The audit scope was limited to FTIC and Transfer (lower and upper level) applicants because they constituted 98.2% of the total 12,705 applicants for the Fall 2014 and Spring 2015 semesters.

Our audit work supports the University’s assertion that applicants are accepted based on criteria established by the Florida Board of Governors and adopted by the Florida Gulf Coast University Board of Trustees. UG Admissions has procedures and processes related to the admission of undergraduate applicants that operate effectively. Notwithstanding, as of the date of this Report, UG Admissions management has begun implementing additional procedures and improved controls to provide the highest data integrity.

This audit was conducted in accordance with the International Standards for the Professional Practice of Internal Auditing, issued by the Institute of Internal Auditors. The audit procedures provided a reasonable basis for our opinion and the following reportable observations and recommendations.

OBJECTIVES

A. Determine whether established department policies and procedures provide for efficient and effective operations

B. Determine whether effective controls exist over Admissions data and information so that it is protected against unauthorized access

C. Determine whether prospective students are accepted based on established criteria

AUDIT SCOPE - End of Fieldwork was May 13, 2015.

- Review of the UG Admissions policies and procedures
- Review of Board of Governors and FGCU Regulations that pertain to UG Admissions
- Review a sample of 60 applicant files (50 FTIC and 10 Transfer) for Fall 2014 and Spring 2015 semesters
- Data Analysis review of all applicants for Fall 2014 and Spring 2015 semesters

BACKGROUND

The Florida Board of Governors (BOG) has established admissions regulations for the State University System (SUS). These regulations outline minimum eligibility requirements Universities must use when admitting students; however, each institution is able to establish more stringent admission requirements. FGCU Regulation 2.001 indicates that Florida Gulf
Coast University utilizes the minimum BOG criteria for admitting students. It also states that “meeting the minimum requirements does not guarantee admission as factors such as qualified applicants and available space may be taken into consideration.” Although UG Admissions complies with these minimum eligibility requirements, in recent years UG Admissions has established a higher, desired level of admissions criteria to increase selectivity when possible. The higher, desired admissions level is determined each year by the applicant pool and available space.

The admissions process begins when a candidate initiates an application. An online application is preferred; however, a prospective student may submit a paper application. Applicant files are maintained electronically in Banner. Banner is the Enterprise Resource Package (ERP) used by University personnel to gather and process data for students, faculty, and staff. Documented internal procedures include, but are not limited to, admission guidelines, instructions for applicant coding and other data entry as well as the requirements for a complete admissions file. Once an applicant file is complete, the file is reviewed by UG Admissions staff and an admissions decision is made. Admitted applicants indicate their intention to enroll at the University by registering for, and attending, orientation.

Applicant files are continually reviewed throughout the year as applicants submit and complete components of their admissions files at different times. Moreover, applicants who do not initially meet the admissions criteria are able to submit additional documentation such as improved test scores and grades that may meet admissions criteria.

**OBSERVATIONS AND RECOMMENDATIONS**

**Objective A**

1. **BOG Regulation 6.001: Evidence Guidelines**

   **Condition:** The Board of Trustees approved FGCU Regulations do not provide guidelines regarding evidence required for denial of admissions consistent with state and federal law.

   **Criteria:** BOG Regulation 6.001 (7) states that “if determined to be in the best interest of the university to deny admission or enrollment to an applicant because of the applicant’s past misconduct on or off campus, a university may do so, providing such denial is consistent with state and federal law. University boards of trustees shall establish guidelines regarding evidence required for such action.”

   **Cause:** The UG Admissions function is complex, and its operations are subject to numerous requirements and regulations. It is not unexpected that a component of a BOG Regulation might not be included when establishing a University Regulation.

   **Effect:** Although subject to General Counsel determination, FGCU is not in compliance with part of a Board of Governors Regulation.
Recommendation: It is recommended that UG Admissions review and compare the relevant FGCU Regulations to ensure that they accurately and completely reflect what is required by the BOG Regulations. It is also recommended that UG Admissions work with General Counsel to determine if it is necessary to make revisions to the FGCU Regulations to comply with the BOG Regulation.

Management Response: We agree with the recommendation. Our procedures do require evidence be provided by the student and calls for a detailed review by the Judicial Affairs office. Students with conduct issues are given opportunity to provide documented evidence and if denied for admission given the appropriate reason. The BOT Undergraduate Admission’s Regulation, FGCU PR2.001, section O Prior Conduct, will be amended to better reflect the requirement for evidencing in accordance with the BOG regulation. A revision to the BOT regulation will be submitted for approval at the September BOT meeting.

Response Provided By: Marc Laviolette, Director of Admissions

Person Responsible: The Director of Admissions will be responsible for this action.

Implementation Date: A revision to the BOT regulation will be submitted for approval at the September BOT meeting.

2. BOG Regulation 6.001: Denied Applicants

Condition: FGCU Regulations do not provide an amount of time required for notifying denied applicants. The Associate Director of Admissions Operations confirmed that "there is not a designated policy in place that requires UG Admissions to notify denied applicants by a certain time period. However, once an applicant file is complete and has been processed, the denied decision is promptly entered into Banner and a letter is sent to the applicant."

Criteria: Board of Governors Regulation 6.001 states that "each university must provide denied applicants notice within a reasonable period of time (as defined by the university board of trustees)."

Cause: The UG Admissions function is complex, and its operations are subject to numerous requirements and regulations. It is not unexpected that a component of a BOG Regulation might not be included when establishing a University Regulation.

Effect: Although subject to General Counsel determination, it appears that FGCU is not in compliance with part of a Board of Governors Regulation.

Recommendation: It is recommended that UG Admissions review and compare the relevant FGCU Regulations to ensure that they accurately and completely reflect what is required by the BOG Regulations. It is also recommended that UG Admissions work with General Counsel to determine if it is necessary to make revisions to the FGCU Regulations to comply with the BOG Regulation.
Management Response: We agree with the recommendation. We admit students on a rolling basis meaning that as files become complete they are evaluated in chronological order. Admissions decisions are made throughout the year and the time required to render a decision whether admit or deny, varies with the volume of applications in the queue. The BOT Undergraduate Admission’s Regulation, FGCU PR2.001, section B Application, will be amended to better reflect our procedure and provide for a reasonable period of time when applicants can expect to hear from us.

Response Provided By: Marc Laviolette, Director of Admissions

Person Responsible: The Director of Admissions will be responsible for this action.

Implementation Date: A revision to the regulation will be submitted for approval at the September BOT meeting.

Objective B

Based upon prior work performed by both internal and external auditors, audit evidence indicates that Business Technology Services (BTS) maintains effective, university-wide controls over student data through the use of Banner ERP software. Therefore, because UG Admissions utilizes Banner for housing applicant information, the data is protected against unauthorized access. In addition, UG Admissions uses BDM (Business Document Management) software to electronically store student documents. This software was implemented and is maintained by BTS.

Objective C

3. Incorrect Admit Type Code

Condition: During the application review process, each applicant is marked with an “Admit Type” code. This code describes the applicant’s file as it relates to whether they have met all or some of the admissions criteria. For example, an applicant that meets all admissions criteria would be marked as “university non-exemption.”

Sample Testing:

Five applicants from our 50 FTIC sample review were marked as university non-exception applicants; however they were “remedial” in one area of testing. An applicant is considered remedial if their test scores fall below a minimum score, as specified by the BOG. These applicants should be marked with the admit type “remedial test score.” The Office of First Year Advising (FYA) was not notified for four of those five applicants, as required for all remedial applicants. One additional applicant from the sample was also marked with an incorrect admit type.
Population Testing:

In addition, data analysis was performed on the population of more than 7,200 admitted First-Time-In-College (FTIC) applicants during Fall 2014 and Spring 2015. Six applicants were incorrectly marked with the admit type “remedial test score.” These six applicants met all admissions criteria and should have been marked as “university non-exception” applicants.

The population data analysis also indicated that 22 other applicants had either a default admit type or an admit type that is no longer in use; therefore, these 22 applicants were also incorrectly coded.

Criteria: Applicants should be coded with the correct admit type in order to provide accurate data, not only for admission decisions but also for the extensive reporting UG Admissions makes on a routine basis. Applicants with remedial test scores are required to demonstrate remediation with satisfactory course work or test scores under the supervision of FYA.

Cause: As a result of our audit, UG Admissions discovered that the reporting threshold for the reading score of the ACT admissions test was set too low. This incorrect threshold prevented two of the four remedial applicants from being appropriately reported to FYA. The remaining two applicants declined admission prior to reports being sent to FYA and thus, were not included on the report.

Given the volume of applicants, it is to be expected that human error would occur in the admissions process.

Effect: Incorrect data was reported for these 34 applicants. Reports that captured the admit type information were inaccurate. Inaccurate reporting thresholds prevented two of these students from being monitored for remediation.

Recommendation: As a result of our audit, UG Admissions updated the reporting threshold for the ACT Reading score. It is recommended that UG Admissions establish a written procedure for notifying FYA of remedial applicants. This procedure should include how often reports are sent to FYA and what criteria is used to generate the reports.

Management Response: We agree with this recommendation. The Undergraduate Admission’s office uses one of 20 codes that represent their admission profile when entering the application decision. These codes are also used to communicate the reason the applicant was admitted or denied. The determination of the correct code is made by the admission’s officer entering the decision. In the observations cited most of the incorrect codes had to do with remedial test scores. These incidents reflect our adjustment to two changes that occurred during the admission cycle for the terms reviewed and led to a higher than expected number of admit code errors. First, the remedial test score threshold was changed by the State. Second, a new procedure dealing with the implementation of a hold decision process was implemented to deal with a rapid increase in the number of applications expected for the Fall 2014 semester.
The codes are used in select reports that are sent to other offices. Reports on students that have remedial test scores are generated using the actual scores. The remedial test score report that was discovered to have the incorrect threshold score for one test, ACT Reading, has been corrected. As a check and balance the Office of First Year Advising checks the admissions report against a separate report that lists all test scores, not just remedial, to ensure each student is appropriately advised.

The admissions office is in the process of expanding our internal edit reports to catch data entry errors. In addition we have submitted a project request to Business Technology Services to automate some of our manual procedures to again reduce and or eliminate errors streamlining our own operations. The report on remedial students will be reviewed as well as our procedures for notification to FYA. We will work with FYA to ensure that we provide what they require.

*Response Provided By:* Marc Laviolette, Director of Admissions

*Person Responsible:* The Director of Admissions will be responsible for this action.

*Implementation Date:* This will be completed by November, 2015.

**General Management Response from Undergraduate Admissions**

Overall we agree with the observations and recommendations. The auditor spent a great deal of time working with the Undergraduate Admissions team to fully understand our policies and procedures. We provided internal audit access to all of our documents and detailed student data for the two terms highlighted in the report.

We felt that our explanations were very well received and the observations that were made will help us in improving our processes. The Undergraduate Admissions procedures have been changing on a regular basis over the past several years as we cope with ever increasing numbers. We continuously review our processes and are implementing new strategies that will alleviate data entry errors and streamline operations. This internal audit report certainly helps in identifying areas we need to address as we move forward.

*Response Provided By:* Marc Laviolette, Director of Admissions

Audit Performed by: Jena Valerioti, Internal Auditor
Audit Reviewed by: Carol Slade, Director, Internal Audit
Florida Gulf Coast University Board of Trustees
September 8, 2015

SUBJECT: Revised Evaluation Tool for FGCU Board of Trustees’ Annual Performance Evaluation of University President

PROPOSED BOARD ACTION

Approve the evaluation tool with revisions recommended by the FGCU Board of Trustees on June 10, 2015

BACKGROUND INFORMATION

Florida Gulf Coast University Board of Trustees Chair Robbie Roepstorff named an Ad Hoc Committee on Presidential Evaluation to develop for the full Board’s consideration a more formalized tool for annually evaluating the University President’s performance. The Committee’s work concluding on May 12, 2015 resulted in an evaluation tool organized along three dimensions: (1) Performance Funding Metrics of the Board of Governors; (2) Key Performance Indicators from the University’s Annual Work Plan to the Board of Governors; and (3) select Strategic Initiatives. At its meeting on June 10, 2015 the FGCU Board of Trustees made further revisions to the template to achieve better alignment with the University’s Work Plan and terms of the President’s contract.

The proposed revised evaluation tool will be presented for action.

Supporting Documentation Included: Revised - Evaluation Tool for FGCU Board of Trustees’ Annual Performance Evaluation of University President

Prepared by: Senior Associate Provost Paul Snyder

Legal Review by: N/A

Submitted by: President Wilson G. Bradshaw
Revised - Evaluation Tool for FGCU Board of Trustees’ Annual Performance Evaluation of University President

President Wilson G. Bradshaw, Ph.D.

FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES
<table>
<thead>
<tr>
<th>KEY PERFORMANCE INDICATORS</th>
<th>ACTUAL</th>
<th>GOALS</th>
<th>Not Satisfactory</th>
<th>Satisfactory</th>
<th>Exceeds expectations</th>
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<td>- Exams Above Benchmarks</td>
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<td>AA Transfer Graduation Rates</td>
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<td>Freshman Retention Rate</td>
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*Note the College Board is revising the SAT test starting March 2016*
### PERFORMANCE FUNDING METRICS

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<tr>
<th>Metric (Description)</th>
<th>2015 Actual</th>
<th>2016 Goals</th>
<th>Not Satisfactory</th>
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<td>Board of Trustees Choice Metric</td>
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### KEY INITIATIVES AND INVESTMENTS

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<th>Satisfactory Ahead of Plan</th>
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<td>Reaffirmation of regional accreditation by SACSCOC without monitoring reports</td>
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<td>Achieve Performance Funding Award for 2016-17</td>
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<td>Launch Co-Op 6 program and expand internship program to enhance student job placement and career success</td>
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<td>Further increase the number of full-time equivalent enrollments generated through online learning</td>
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Florida Gulf Coast University Board of Trustees
September 8, 2015

SUBJECT: Revised 2015-2016 Performance Measures for University President

PROPOSED BOARD ACTION

Approve measures for 2015-2016

BACKGROUND INFORMATION

The Florida Gulf Coast University (FGCU) Board of Trustees is required by law annually to evaluate the performance of the FGCU President. This process is supported and informed by a system of annual presidential goal setting, with performance measures approved by the FGCU Board of Trustees and used as the basis in the following year for the President’s review. Goals are aligned with the University’s Strategic Plan and are reflected in FGCU’s annual Work Plan submitted to the Board of Governors.

These measures were recommended by the FGCU Board of Trustees Ad Hoc Committee on Presidential Evaluation at its May 12 meeting; subsequently they were further revised at the FGCU Board of Trustees’ meeting on June 10, 2015 and now will serve as the basis for the President’s evaluation covering the period July 1, 2015 through June 30, 2016.

Supporting Documentation Included: Revised – FGCU President’s Goals 2015-2016

Prepared by: Senior Associate Provost Paul Snyder

Legal Review by: N/A

Submitted by: President Wilson G. Bradshaw
Revised - FGCU President’s Goals 2015-2016

President Wilson G. Bradshaw, Ph.D.
FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES
## KEY PERFORMANCE INDICATORS

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<tr>
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<td>First-time Pass Rates</td>
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<td>FTIC 6 year Graduation Rate [Includes full- and part-time students]</td>
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<td>2013-14</td>
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<td><strong>Return on Investment</strong></td>
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<td>Percent Employed in FL (Master’s)</td>
<td>79%</td>
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*Note the College Board is revising the SAT test starting March 2016*
## PERFORMANCE FUNDING METRICS

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<tr>
<th>Category</th>
<th>2015 Actual</th>
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<th>Satisfactory</th>
<th>Exceeds expectations</th>
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<tr>
<td>Percent of Bachelor's Graduates Employed Full-time or Continuing their Education within the U.S. One Year After Graduation</td>
<td>74% (2012-13)</td>
<td>75% (2013-14)</td>
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<td>Median Wages of Bachelor's Graduates Employed Full-time in Florida One-Year After Graduation</td>
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<td>Average Cost per Bachelor's Degree [Instructional Costs to the University]</td>
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<td>50% (2009-15)</td>
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<td>Academic Progress Rate [FTIC 2 year Retention Rate with GPA &gt; 2]</td>
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<td>73% (2014-15)</td>
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<td>University Access Rate [Percent of Fall Undergraduates with a Pell grant]</td>
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<td>35% (Fall 2014)</td>
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<td>Bachelor's Degrees Awarded Within Programs of Strategic Emphasis</td>
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<td>46% (2014-15)</td>
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<td>Graduate Degrees Awarded Within Programs of Strategic Emphasis</td>
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<td>Board of Governors Choice Metric</td>
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<td>Percent of Bachelor’s Degrees Without Excess Hours</td>
<td>72% (2013-14)</td>
<td>73% (2014-15)</td>
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<td>Board of Trustees Choice Metric</td>
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## KEY INITIATIVES AND INVESTMENTS

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<th>Initiative</th>
<th>UNSATISFACTORY BEHIND PLAN</th>
<th>SATISFACTORY ON PLAN</th>
<th>SATISFACTORY AHEAD OF PLAN</th>
<th>NOT APPLICABLE COMPLETED</th>
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<tr>
<td>Reaffirmation of regional accreditation by SACSCOC without monitoring reports</td>
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<td>Achieve Performance Funding Award for 2016-17</td>
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<tr>
<td>Launch Co-Op 6 program and expand internship program to enhance student job placement and career success</td>
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<td>Further increase the number of full-time equivalent enrollments generated through online learning</td>
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SUBJECT: FGCU President’s Annual Performance Evaluation for 2014-2015

PROPOSED BOARD ACTION

Conduct the annual performance evaluation for 2014-2015 of FGCU President Wilson G. Bradshaw

BACKGROUND INFORMATION

Florida’s state university boards of trustees are authorized to evaluate and compensate their respective institutions’ presidents, who serve as chief executive officers. The FGCU Board of Trustees is scheduled to conduct the 2014-2015 performance evaluation of President Wilson Bradshaw during the Board’s September 8 meeting. President Bradshaw is providing a self-evaluative report that addresses outcomes for each of the 2014-2015 performance measures adopted last year by the FGCU Board of Trustees. Included in the Board’s annual evaluation of the president is acting on the compensation terms (salary increase, and performance bonus) as outlined in his employment contract.

Supporting Documentation Included: (1) Memo from President Wilson Bradshaw, and (2) Results for President’s Performance Evaluation for July 1, 2014–June 30, 2015.

Prepared by: Senior Associate Provost Paul Snyder

Legal Review by: N/A

Submitted by: President Wilson G. Bradshaw
To: Florida Gulf Coast University Board of Trustees
From: Wilson G. Bradshaw, Ph.D. President
Date: August 19, 2015
SUBJECT: Results on Performance Measures for 2014-2015

Each year, in accordance with governance practices of the State University System (SUS) of Florida, the university's board of trustees evaluates the respective university president on the attainment of measures previously adopted to fulfill the institution’s mission. At Florida Gulf Coast University (FGCU), this annual evaluation occurs at the FGCU Board of Trustees’ September Board meeting, where performance on agreed-upon measures for the previous fiscal year is reviewed.

The measures assessed are institutional in nature and closely tied to the goals of the university’s current strategic plan that was approved by the FGCU Board of Trustees at its June 2010 meeting and is updated annually by the Planning and Budget Council. The measures also are linked to the Board of Governors’ Annual Work Plan for FGCU and thus address goals of the SUS strategic plan as well. Together the university’s mission, its strategic plan, allocation of resources and the assessment of our success through my annual evaluation provide a systematic and effective tool for continuous improvement and institutional growth.

The upcoming September 8 Board meeting will provide an opportunity to discuss the results for the 2014-2015 performance measures. Also during the September meeting, I will present for your consideration and approval finalized proposed measures for 2015-2016 which incorporate the Board’s direction at the June meeting.

Once again, this past year witnessed an infusion of significant new state funds from the Legislature, the Governor, and the Board of Governors. This vote of confidence from our elected and appointed government and higher education officials continues to be very gratifying and soundly justified based on FGCU’s performance. It has enabled us to forego any
need for a tuition and fees increase for the third consecutive year at FGCU, and this is something in which we all can take pride.

FGCU received extremely high marks (38 points up 27% over the previous year) in the Board of Governors’ third round of performance funding that occurred earlier this summer, scoring fifth overall among the eleven eligible institutions comprising the State University System. FGCU received $3.3 million in new recurring funding for its success.

FGCU’s performance was no accident. It is the result of careful planning at a university that has been in operation less than twenty years. Our success was foreshadowed by a number of metrics the university has been tracking for years. The metrics have indicated increasing efficiency in the use of our resources to produce successful student outcomes that fulfill our mission.

These metrics include post-graduation employment and/or pursuit of further education in Florida; the percentage of our students who graduate without excess credit hours; our rate of increase in degrees awarded to students receiving Pell grants; our increasing degree production in STEM disciplines; our rate of degree production increase in areas of strategic emphasis (as defined by the BOG); our significantly improved graduation rate; our increase in the number of degrees conferred among students of color; our percentage of classes taught by full-time faculty; and I could go on and on, but I think you get the picture. We do all this at the lowest cost per credit hour (i.e., what the university spends to deliver a credit hour of instruction) and with nearly the lowest state appropriated funding per full-time equivalent student within the State University System (SUS).

FGCU continues to compete very well in comparison to sister universities much older, much larger, and much better funded. That is the excellence we seek to achieve and for which the third round of performance funding affirms. For FY 2016, FGCU will receive nearly $13.2 million total in recurring performance-based funding.

Our success in realizing the potential of our students in an efficient way is further seen in our ever-growing numbers of applications and enrollments, in our increasing student diversity, in the satisfaction and engagement levels of our students, in the growing number of our students choosing to live on campus, in the success of our athletics program both on and off the playing field, and in the artistic expression and academic accomplishments of our students. Our success was recently further validated by the SACSCOC visiting team that commented favorably, in conformance with regional accreditation standards, on every aspect of FGCU’s performance.

Perhaps the most important indicator of our continued success is the constant and ever-growing support of our community that contributes millions each year to provide the very best educational experience available to our students. We in turn honor that support through the
presence of our students in service roles throughout hundreds of community-based organizations in the region. This service surpassed 2,000,000 hours collectively since the university opened for students in 1997. The extent of reciprocal community support is truly outstanding and I wish to express my personal gratitude to all those participating students, community donors and the leadership of the FGCU Foundation Board of Directors.

Not surprisingly, we have had another exceptional year fund-raising toward our campaign goal of $100 million. With about two-thirds of our goal in hand, I especially want to thank the Richard M. Schulze Family Foundation for its recent major grant to the university that will be used to promote teaching as a career among STEM students through scholarships.

The university continues to work diligently to achieve its number one priority with respect to state support – the attainment of funding that puts FGCU on a level playing field with our SUS peers when it comes to resources to support student success. As you recall, two years ago the Legislature provided $6.5 million in recurring funding to support our student success initiative. This year we made a very strong case to the Legislature based upon our performance funding results in the first two rounds of performance-based funding and other metrics that I have also referenced in this memorandum. I am pleased to say that the university received a further $3.7 million of recurring funding (in addition to $750,000 in non-recurring funds) for FGCU’s student academic and career attainment initiative.

With the $7 million we received this past year, we began construction of our Emergent Technologies Institute (ETI) which we anticipate being completed this fall. During the recently completed legislative session, FGCU also received $4 million for its South Access Road project that will relieve campus traffic congestion and enhance traffic flow and safety across campus.

We continue to make incremental but steady progress towards the funding needed for our Academic Health and Student Life Fitness Center. FGCU was allocated $1.3 million in Capital Improvement Trust Funds to the $5.2 million already allocated. We hope to make further progress in the year ahead. We also received over $400,000 for repair and maintenance around campus.

This year also witnessed the reaccreditation of our Professional Golf Management Program, our Nursing program, and our Public Administration program. Moreover, FGCU continues to operate at high levels of energy efficiency in harmony with its unique environment. These successes range from realizing more than $600,000 in annual energy savings to being ranked among the top 30 universities in the nation as one of the greenest universities by BestColleges.com, a website that collects and posts information about colleges and universities for prospective students.
I have greatly enjoyed my interactions with a wide range of FGCU constituents, and am pleased to share with you the attached summary of my external activities during the past year.

In closing, as I have said so often throughout my time at FGCU, our many achievements ever remind me that they are not the achievement of one individual, but reflect the collective contributions of dedicated faculty and staff who devote their talents and energy to the success of our students and the institution. With the leadership of the FGCU Board of Trustees, the FGCU Foundation Board of Directors, and the FGCU Financing Corporation Board of Directors, we are confident that working together, we can continue to achieve extraordinary outcomes in fulfillment of Florida Gulf Coast University's mission.

Enclosure
President Wilson G. Bradshaw, Ph.D.
Florida Gulf Coast University


- Board of Governors Relations – Meetings: 9
- Government Relations – Meetings/Events with Elected Officials: 58
- Community Relations – FGCU Representation at External Entities’ Events: 27
- Donor Relations – Meetings/Events with Donors and Potential Donors: 44
- Media Relations – Interviews with Print and Electronic Media: 38
- Community Relations/Marketing – Keynote or Guest Speaker: 98
Florida Gulf Coast University
Results for President’s Performance Evaluation
July 1, 2014 – June 30, 2015
### Goal 1: Academic Excellence

<table>
<thead>
<tr>
<th>Item</th>
<th>Result</th>
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<tbody>
<tr>
<td>A. Earn reaccreditation for Social Work, Professional Golf Management, and Nursing.</td>
<td>Social Work was delayed for a year for technical reasons and will be reviewed in the coming year. Professional Golf Management and Nursing were accredited for a further five years. Additionally, the nationally ranked online Master of Public Administration program was recently reaccredited.</td>
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<tr>
<td>B. Continue to exhibit post-graduation Florida employment and continuing education rates among the top quartile of State University System (SUS) institutions.</td>
<td>FGCU tied for fourth at the baccalaureate level and placed first at both masters and doctoral levels within the SUS. Overall these rankings had FGCU tied for first within the system with UNF.</td>
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<tr>
<td>C. Exhibit licensure pass rates in the health professions that exceed state and/or national benchmarks.</td>
<td>FGCU exceeded national averages where these were available for 2014 (i.e., PT and Nursing).</td>
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<tr>
<td>D. Examine academic degree program inventory to determine appropriate program offerings and mix, with an emphasis on degrees that support workforce development and jobs creation.</td>
<td>FGCU’s Board of Trustees and Administration reviewed all suspended programs during 2014-15 and those reported as low degree producing by the BOG. As a result 38 programs were formally discontinued.</td>
</tr>
<tr>
<td>E. Approve appropriate new degree programs that address areas of strategic emphasis as defined by the Board of Governors and/or meet workforce needs in Southwest Florida.</td>
<td>The Doctorate in Nurse Practitioner (D.N.P.) was approved for implementation by the Florida Board of Governors (FLBOG) and the Bachelor of Music Therapy (B.M.T.) was approved by the FGCU Board of Trustees. Both programs address an area of strategic emphasis (health) as defined by the FLBOG. Enrollment of students in the D.N.P. program will begin fall 2016 while enrollment in the B.M.T. in fall 2015.</td>
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<tr>
<td>F. Complete final version of and submit the next Quality Enhancement Plan (QEP) and compliance certification as part of Southern Association of Colleges and Schools Commission on Colleges of (SACSCOC) reaffirmation of institutional accreditation. Host SACSCOC on-site review team in spring 2015.</td>
<td>All SACSCOC requirements as stated were met.</td>
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<td><strong>G.</strong> Launch the Lucas Center for Faculty Development.</td>
<td>The Center was officially dedicated on Sept. 2, 2014 and faculty academies began in May. During academic year 2014-2015 and summer 2015 a total of 315 faculty members participated in Lucas Center programming. This includes all Faculty Learning Communities, workshops, Faculty and Adjunct Academies, Student Perception of Instruction (SPol) trainings, and faculty book clubs. An additional 10 faculty members participated in orientation training that did not participate in any Lucas Center activities throughout the year. Also, 30 STEM faculty participated in the STEM Professional Academy for Reinvigorating the Culture of Teaching (SPARCT) academy through our partnership with the Whitaker Center for STEM Education.</td>
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<tr>
<td><strong>H.</strong> Increase licenses to expand support for student access to virtual computer laboratory on a 24/7 basis for students off-campus and pilot lecture capture technology to support student learning.</td>
<td>The FGCU academic network domain was expanded to include a “broker” server, allowing for secure, remote access of the virtual computer labs for students on a 24/7 basis. The Lecture Capture pilot was successfully launched in fall 2015, equipping four classrooms with technology allowing for audio and video recordings of all presentations. This provides 24/7 supplemental learning, flipped classroom delivery and/or synchronous, interactive, remote course instruction. In summer 2015, select classroom podium systems were updated to facilitate “bring your own device” technology. Additional wireless access towers were installed in Reed Hall to pilot the use of this technology.</td>
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<tr>
<td><strong>I.</strong> Expand student attendance/participation to improve student learning through the Center for Academic Achievement and the Writing Center.</td>
<td>During fall 2014 and spring 2015, the Writing Center served 5,986 students. Additionally there were 307 student tutoring sessions delivered through online Smartthinking software. This represents an increase of 16% over 2013-2014. During the 2014-2015 academic year, the Center for Academic Achievement served students through its Academic Achievement Programs in the following initiatives: Individualized Academic Coaching Sessions (1,351), Student Success Workshops (679), Eagle Success Program (255), and through individual meetings with students with academic holds (800). 3,085 students (duplicated headcount) were served through these initiatives. Attendance at Student Success Goals:</td>
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**Goal 1: Academic Excellence**

**FGCU Board of Trustees - September 8, 2015**
Goal 1: Academic Excellence

Workshops expanded by 397 students and the Eagle Success Program doubled participation over 2013-2014 numbers.

The CAA also facilitates student Instructional Support Programs to include the Instructional Support Tutoring Labs (4,638), Supplemental Instruction (6,859), and facilitation of the Effective Learning Course (360). As a result of these efforts, 11,857 individual sign-ins were tracked. Supplemental Instruction expanded student participation by 935 students over last year and Instructional Support Labs expanded by 2,322 students.
### Goal II: Student Life, Growth, and Development

<table>
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<th>Item</th>
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<tr>
<td>A. Implement an employer input panel to deepen prospective employer engagement with FGCU current students and graduates.</td>
<td>The Employer Input Panel was implemented in the summer of 2014, and convened three meetings over the course of the year. The meeting provided valuable feedback to Career Services about hiring needs and trends, and enabled us to deepen FGCU relationships with employers. The panel includes the following employers: David Laurence Center, Enterprise Holdings, Hertz, Manhattan Construction, LTC Global, NCH Healthcare, PLS Logistics, Sherwin Williams, Target, and The School District of Collier County.</td>
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<tr>
<td>B. Continue to assess impact of a more rigorous student academic warning system on student performance</td>
<td>As expected, the number of new students placed on academic warning increased further in fall 14 and with additional academic support more students came off warning in the spring semester as a result of the more timely intervention thus contributing to improved student retention and academic progress.</td>
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<tr>
<td>C. Retain no less than 80% of participants in the Student Support Services (SSS) Science, Technology, Engineering and Mathematics (STEM) program</td>
<td>131 students participated in the SSS STEM program. 91% retained from last year with 95% in Good Academic Standing.</td>
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| **D. Expand the First-Year Residential Experience through introduction of the learning community for Women in Science, Technology, and Mathematics to be located in South Village student housing.** | During the 2014-2015 academic year, the Office of Housing and Residence Life achieved the goal of creating, recruiting, marketing and developing programming for the Women in STEM Living Learning Community (WiSTEM LLC). This community, set to begin with 40 students in fall 2015, provides a supportive environment for women majoring in science, technology, engineering, and mathematics as well as related fields (e.g. health science and nursing). The community offers participants regular opportunities to meet with STEM faculty, researchers, professionals and practitioners to learn more about academic and STEM related careers in both formal and informal settings. The WiSTEM LLC also offers community living, common courses, faculty and peer mentors, and special social events to enhance the first year experience.  
  - 1 Faculty Lead  
  - 3 additional Faculty served on the committee  

There will be 2 Instructors that will teach the following courses:  
  - IDS 2930 Women In STEM  
  - ENC 1101/2 Comp I/II  
  - ISS 2011 Understanding Gender Issues in STEM |
**Goal II: Student Life, Growth, and Development**

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<tr>
<td>E. Use results of student satisfaction and student engagement surveys to demonstrate efficacy of programs and services supporting student university experience.</td>
<td>A wide variety of measures are regularly monitored to demonstrate the efficacy of student support services in terms of student outcomes consistent with the University’s mission, including: participation data, student satisfaction data, student engagement, retention data, and measures of student perception of services. FGCU participates in a number of nationally recognized surveys, such as the National Survey of Student Engagement (NSSE) and the Noel-Levitz Student Satisfaction Inventory (SSI), to collect, analyze, and compare student response data to similar institutions. Students who reside on campus participate in the Quality of Residence Life Survey, a housing resident satisfaction survey for approximately 300 colleges and universities around the country. Repeated administrations of NSSE have consistently confirmed how FGCU’s students are more actively engaged than students from other FGCU peer groups nationally. Results from the Noel-Levitz Student Satisfaction Inventory show that FGCU students consistently exhibit higher satisfaction levels with student support services than do their peers at other institutions. From 2013-2014 (most recent data), the Quality of Residential Life Survey data showed improvement in the full residential experience over the previous year.</td>
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<tr>
<td>F. Further reduce the advisors-to-students ratio to no more than 450 to 1 to facilitate student persistence and progression to degree attainment.</td>
<td>Added eight new academic advisors in 2014-2015 that brought the ratio to 301:1. This exceeded the goal and is now in line with best practices nationally.</td>
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## Goal II: Student Life, Growth, and Development

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| **G.**  Open the first new student advising center in Eagle Hall student housing in South Village when it opens in fall 2014. | The Student Advising Center opened in fall 2014 and the space was shared by first year advisors and Center for Academic Achievement Coordinators to support Eagle Hall student residents.  
During the 2014-2015 academic year, the Center for Academic Achievement conducted 341 Individualized Academic Coaching sessions and staffed the Eagle Hall office Monday through Friday 8am-5pm. Four Student Success Workshops were hosted in Eagle Hall, serving 46 students where they live.  
Within the designated Eagle Hall space, 2061 students met with first year advisors by appointment (this represents 67% of all advising appointments in First Year Advising). 718 additional students received advising on a walk-in basis. The Eagle Hall First Year Advising Office is open:  
- 8 am to 7 pm M-Th  
- 8 am to 5 pm on Friday |
| **H.**  Student-athletes will maintain or exceed the average Grade Point Average (GPA) of the student body as a whole. | FGCU Student-athletes earned a record tying 3.3 cumulative GPA in the Spring semester compared to a 3.1 for the FGCU undergraduate student body. In the Fall the student-athletes posted a cumulative 3.3 GPA to the undergrad student body’s 3.0. Seventy-percent (173 of 246) of our student-athletes earned at least a 3.0 in the Spring semester. |
## Goal II: Student Life, Growth, and Development

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<tr>
<td>I. Continue to promote student attendance at FGCU Athletics events.</td>
<td>With a record number of Dirty Birds (student spirit group) registered (2,773) and a best ever attended opening day Eagle Revolution (3,500 in Alico Arena), student support for our home games continues to increase, as total attendance from this important population increased from 24,345 in 2013-14 to 28,505 in 2014-15 (a 17% increase) for the seven sports recording attendance statistics. While Men’s Basketball attendance continues to outpace all others (12% increase with a best ever average of 1,044 per home game while students were in session – up from 931 a year earlier), Men’s Soccer had the largest increase (138% by jumping from an average of 151 to 359 per game), while Women’s Basketball was second best improved (90% by moving from 127 to 241 per game). Women’s Soccer and Softball attendance were also up.</td>
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<td>J. Finish in the top half of the regular season Atlantic Sun Conference (A-Sun) and Coastal Collegiate Swimming Association (CCSA) for at least 50% of eligible sports.</td>
<td>The Eagles finished in the top half of the A-Sun/CCSA in 11 of 15 sports, with four regular season championships (both men’s and women’s soccer and women’s basketball earned their fifth straight, and men’s tennis their first crown) and five post-season conference titles (both men’s and women’s soccer, women’s basketball, women’s swim/diving – 6th in 7 years, and men’s tennis). Five teams competed in the NCAA Championships (both men’s and women’s soccer and women’s basketball for the 3rd time in 4 years, with women’s basketball earning their first ever win and finishing ranked #20, men’s tennis, and swim/diving – finished program best 26th in nation) and men’s basketball earned a berth in the CIT post-season tournament. Overall, for the second time in three years, FGCU captured both the A-Sun combined and Women’s All Sport Trophies (men finished second again, after winning in 2012-13).</td>
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Goal III: Strategic Growth

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<tr>
<td>A. Develop a new strategic plan for FGCU for the next five years (2015-2020) that leverages institutional strengths, addresses challenges facing the University, and meets emerging student and employer needs.</td>
<td>Environmental scans and mission and vision reviews occurred. The plan will be drafted in the current year.</td>
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<tr>
<td>B. Conduct facilities master planning process to develop the 2015-2020 campus master plan that aligns with the strategic plan.</td>
<td>First public hearing on the draft of the new campus master plan was held in June.</td>
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</table>

Headcount Enrollment

- Fall 2007: 9388
- Fall 2008: 10238
- Fall 2009: 11105
- Fall 2010: 12038
- Fall 2011: 12655
- Fall 2012: 13442
- Fall 2013: 14074
- Fall 2014: 14463

Headcount enrollment rose by 2.7%.
FTE Enrollment rose by 3.9%.

Students of color exceeded its goal of 4350.

Students of color exceeded its goal of 4350.
International student enrollment fell by 8%, below the projected goal of 800.

The goal set of 78% was met.

The goal set of 78% was met.

International student enrollment fell by 8%, below the projected goal of 800.

The goal set of 78% was met.
Goal III: Strategic Growth

Degree Production - Bachelor's

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<tbody>
<tr>
<td>Numbers</td>
<td>1214</td>
<td>1346</td>
<td>1461</td>
<td>1616</td>
<td>1744</td>
<td>1875</td>
<td>1909</td>
<td>2141*</td>
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*Final figures available in October 2015. Exceeds the goal of 2125.

Degree Production - Graduate

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<tbody>
<tr>
<td>Numbers</td>
<td>268</td>
<td>302</td>
<td>360</td>
<td>409</td>
<td>397</td>
<td>385</td>
<td>368</td>
<td>310*</td>
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</table>

*Final figures available in October 2015. Falls short of the goal of 326.
Goal III: Strategic Growth

Total Degree Production

<table>
<thead>
<tr>
<th>Year</th>
<th>Degree Production</th>
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<tbody>
<tr>
<td>2007-08</td>
<td>1482</td>
</tr>
<tr>
<td>2008-09</td>
<td>1648</td>
</tr>
<tr>
<td>2009-10</td>
<td>1821</td>
</tr>
<tr>
<td>2010-11</td>
<td>2025</td>
</tr>
<tr>
<td>2011-12</td>
<td>2141</td>
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<tr>
<td>2012-13</td>
<td>2260</td>
</tr>
<tr>
<td>2013-14</td>
<td>2277</td>
</tr>
<tr>
<td>2014-15</td>
<td>2451*</td>
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</table>

*Final figures available in October 2015. Meets the goal of 2451.
Goal III: Strategic Growth

Hire additional faculty and staff to support and enhance the academic mission of the university.

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<tr>
<td>C.  Pursue additional state funding, including Performance Based Funding (PBF), to support and enhance FGCU student success.</td>
<td>FGCU scored 38 points in the PBF exercise this year up from 30 points just the year before and was allocated a total (new and continuing funds) of over $13 million for 15-16. In terms of position within the SUS, FGCU moved from sixth position last year to fifth position this year.</td>
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<tr>
<td>D.  Equity Accountability Program (EAP) for Recruitment and Promotion of Women and Minority Professionals. Hold FGCU vice presidents, deans, directors and division heads accountable for developing and maintaining institutional practices that encourage the achievement of equity objectives for faculty and staff that will continue to meet or exceed last year’s hiring from among underrepresented groups.</td>
<td>Minority hires constituted 24% of new hires (38 of 156) in the FY 2015 up from 11% in the prior year.</td>
</tr>
<tr>
<td>E.  Continue to attract a diverse faculty and staff that provides role models for the student body.</td>
<td>Minority faculty and staff constituted 20% of the total full-time employee count in fall 2014. While this percentage remains essentially unchanged over the prior year, it demonstrates FGCU’s continuing competitive position in attracting and retaining underrepresented categories of faculty and staff.</td>
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<tr>
<td>F.  Full-time faculty and staff will grow from 1180 to 1200.</td>
<td>Full-time faculty and staff grew to 1258. Faculty increased by 5% and staff by 7%.</td>
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</table>
Goal III: Strategic Growth

Increase degree production to meet Board of Governors (BOG)-defined targets for FGCU and the State University System.

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<tr>
<td>G. Increase total degree production and in key areas designated by the BOG as critical to the state and region through expanded enrollment, improved retention, and additional degree programs for workforce development.</td>
<td>Final degree production figures for 2014-15 are not yet available, but should increase given the recent increase in retention and graduation rates. Degree production in STEM and areas of Strategic Emphasis continued their positive growth trend, exceeding goals set in the prior year. The Freshman retention rate remains stable and meets the stated goal while the graduation rate for FTIC students (in 6 years or less) is 49% (exceeding the Work Plan goal of 45%). Overall enrollment for fall 2014 reached 14,447 up from 14,074 in fall 2013.</td>
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<td>Item</td>
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</tr>
<tr>
<td>A.</td>
<td>The University continues to offer top quality benefits to attract the best and brightest employees. In addition to such traditional benefits as health care plans, dental and vision plans, reimbursements accounts and the like offered to state employees, the University maintains such employee programs as tuition waivers, access to the campus' fitness and aquatics centers at no cost to the employee, paid basic life insurance, long term disability plans, access to the sick leave pool for eligible employees and appropriate leave allocations. During fiscal year 2015, the University has provided in excess of 450 tuition waivers to employees and their dependents, valued in excess of $535,000. Additionally, through June of this fiscal year, we have had over 8,120 employee visits to the fitness center, which is a 20% increase from 13-14, and over 837 visits to the aquatics centers.</td>
</tr>
</tbody>
</table>
| B.   | The Search and Screen guidelines were updated in February 2015. Human Resources (HR) held four focus groups to provide the campus community the opportunity to offer feedback and suggestions towards creating an improved recruiting process. The following improvements were implemented in 2014-2015:  
- Applicant online degree verification.  
- Addition of remote fingerprinting options.  
- Addition of conference interviews. |
| C.   | 41 Sessions were held by HR as of April 10, 2015, which represents a 33% increase over 2013-2014. 213 employees attended the sessions. |
| D.   | The Planning and Budget Council continues to serve as the principal forum of interaction of the senior administration with faculty, students, and staff. President Bradshaw and his leadership team have scheduled periodic meetings with Faculty Senate, the Staff Advisory Council, and Student Government to allow for the free exchange of ideas and viewpoints. A policy on shared governance was drafted and adopted during the course of the last year. This policy promotes transparency, recognizes... |
accountability, and encourages collegiality, mutual trust, collaboration, and proactive involvement. It further provides clarity of roles and representative participation in items of shared interest.
### Goal IV: Provide an Enhanced Campus Climate

<table>
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<tr>
<th>Item</th>
<th>Result</th>
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<tbody>
<tr>
<td>E. Support cooperative faculty and staff professional development programming by Staff Advisory Council (SAC), Faculty Senate, Human Resources (HR) and Institute of Government (IOG).</td>
<td>Staff Advisory Council’s 4th Annual Soar Into Spring took place during the week of student spring break. SAC and a variety of on-campus departments facilitated over 16 sessions and events that provided both professional development, networking, and personal development opportunities. Approximately 330 FGCU Faculty and Staff members attended the sessions. Faculty Senate Professional Development Fund Grants supported faculty development and institutional excellence during the 2014-2015 academic year. As a result of this initiative, 101 faculty members were provided with $131,411 to support teaching, research, service and/or creative endeavors through a highly competitive and selective process. The Institute of Government (IOG) supported faculty and staff professional development through four main events during 2014-2015, to include the SAC Soar Into Spring Workshops referenced above. In April 2015, IOG facilitated the 10th annual Administrative Professional’s Day Annual Conference, “Raising the Bar: How to Maximize Motivation, Move Mountains and Maintain Momentum.” This full day event welcomed 46 FGCU staff members. In November 2014, the IOG hosted a full day annual Children’s Mental Health Conference. 42 FGCU student teachers attended the event. The IOG continued to lead the FGCU-FSW Leadership Enrichment Series consisting of eight professional development workshops between September 2014 and May 2015. Approximately 12 FGCU employees participated in this program.</td>
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**Goal V: Environmental Sustainability and Innovation**

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<thead>
<tr>
<th>Item</th>
<th>Results</th>
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<tbody>
<tr>
<td>A. Continue enhancements within our building automation system to further reduce energy consumption on campus.</td>
<td>We added additional energy recovery units, LED lighting retrofits, and lab hood exhaust programming changes to reduce energy usage.</td>
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</tbody>
</table>
**Goal VI: Community Engagement**

**Private Contributions and Gifts**
*(in millions)*

<table>
<thead>
<tr>
<th>Year</th>
<th>Private Contributions and Gifts (in millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>21</td>
</tr>
<tr>
<td>2008-09</td>
<td>10.4</td>
</tr>
<tr>
<td>2009-10</td>
<td>13.6</td>
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<tr>
<td>2010-11</td>
<td>15.1</td>
</tr>
<tr>
<td>2011-12</td>
<td>19.4</td>
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<tr>
<td>2012-13</td>
<td>14.1</td>
</tr>
<tr>
<td>2013-14</td>
<td>18.1</td>
</tr>
<tr>
<td>2014-15</td>
<td>20.4*</td>
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*The goal was $17 M.

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<tbody>
<tr>
<td>A.</td>
<td>Launch a comprehensive fundraising campaign to raise $100 million by the 20th anniversary in 2017, including focus on Academic Excellence, Scholarships, Student Success, Athletics, and Community and Regional Impact.</td>
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<td></td>
<td>On September 23, 2014, FGCU launched the $100 million Campaign for FGCU with an event involving over 150 people at Grandezza. Events were held throughout the year highlighting the campaign. At the end of June the campaign had raised over $64 million and is on pace for a successful completion in 2017, coincident with the 20th anniversary of FGCU.</td>
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<tr>
<td>B.</td>
<td>Grow the alumni giving participation rate to 5%, and grow the absolute number of donors to the university.</td>
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<td></td>
<td>Alumni participation rate increased to 7.1%, in excess of the goal of 5%.</td>
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<tr>
<td>C.</td>
<td>Launch a regional alumni relations program in areas with significant alumni populations.</td>
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<td>The first 10 regional alumni chapters have been formed.</td>
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## Goal VI: Community Engagement

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<tr>
<td>D. Renew and refresh giving societies at the University, including the President’s Society and the Golden Eagle Legacy Society, to grow membership and pipeline of donors.</td>
<td>We have updated the policies, procedures and participation guidelines for our President’s Society. Now, donors to the Greater University Fund at the $1,000 level or above are automatically included in our President’s Society. We have shifted the recognition event for the President’s Society from the Spring to the Fall to better reflect annual year giving. We have strengthened our guidelines for our Legacy Society (Planned Giving) and have held events (wine tastings, etc.) specific to that giving society.</td>
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<tr>
<td>E. Implement appropriate recommendations of the Neustadt Report: Communications Strategy and Marketing Steps intended to leverage and expand the brand and visibility of FGCU.</td>
<td>The recommendations of the Neustadt Report have been integrated into many elements of the marketing and communications strategy of FGCU. Positions have been restructured and a new University Marketing and Communications team created within University Advancement, integrating colleagues from the Office of Web Communications and Publications, as well as Admissions Marketing. A new brand has been developed and will be integrated in the coming months into the new admissions materials.</td>
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## Goal VI: Community Engagement

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<tr>
<td>F.</td>
<td>WGCU Public Media will continue its local programming by providing at least 50 hours of Gulf Coast Live radio shows, two “Makers” programs, and four hours Monday through Friday of local radio newscasts.</td>
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Gulf Coast Live continued to be produced weekly and covered a broad range of topics including state politics, marriage equality, the environment, health and wellness, the performing and visual arts, education, crime and the economy.

Five MAKERS profiles aired on WGCU-TV/FM throughout March and April. The Honorees were recognized at a special presentation held at the Naples Beach Club and was attended by over 200 friends, family and community leaders.

Local and state news reporting within Morning Edition and All Things Considered continues to be a primary focus of the radio staff. Locally generated and produced news stories and features round out the roughly 50+ minutes of airtime allotted local stations during those daily newsmagazines.

HERTZ: The Road to Paradise, a 30-minute documentary look at the history of the Hertz Corporation, its decision to move to Southwest Florida, and the move’s impact on the regional economy, aired in January.

WWII VETS: Stories of Service aired in May on WGCU-TV/FM. The half-hour documentary profiled four veterans whose compelling stories will be available for the foreseeable future on wgcu.org and the WGCU YouTube Channel.
**Goal VI: Community Engagement**

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<tr>
<td>G. Increase the number of faculty integrating service-learning hours into coursework by 10%.</td>
<td>During the 2014-2015 academic year, the number of faculty integrating service-learning into coursework increased by 10% meeting the target.</td>
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<tr>
<td>H. Continue to rebrand HD radio and maintain high media ratings for WGCU Public Media among top ten as defined for radio and television.</td>
<td>WGCU-TV was ranked in the top ten highest-rated public television stations in the country in over 2 out of 3 evenings (68 percent) during the past year. WGCU-FM maintained its standing as a top ten station in the market for its target audience. WGCU-HD2 continued to draw younger audiences attracted by its Adult Album Alternative format. In the past 6 months the Xponential branded service has hosted over 22,000 listening sessions.</td>
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<tr>
<td>I. Increase the number of student service partnerships with non-profit and governmental agencies by 10%.</td>
<td>FGCU began the 2014-2015 Academic Year in August with 213 active agencies registered with the Office of Service Learning. During the academic year, 53 new and active organizations were added to the database for a total of 266 and an annual percentage growth of 25%.</td>
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### Goal VI: Community Engagement

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| J. Use Lutgert College of Business’ Small Business Development Center (SBDC), Regional Economic Research Institute (RERI), Institute for Entrepreneurship, the Southwest Florida Economic Development Alliance and Workforce Now to engage the community and promote economic growth. | During 2014, the Small Business Development Center (SBDC) worked with over 1,253 businesses, hosted 79 workshops, and spent over 11,000 hours assisting small businesses. Throughout the year, the SBDC held workshops and programs open to the business community on such topics as financial reporting, business valuation, business planning, and sales tax. Additionally, it held seminars on subjects that included doing business with cities (e.g. Bonita Springs) or the Lee County government. The SBDC sponsored several large events that included the Inaugural Franchising Fair, CEO Law Forum, Inaugural International Trade Fair, and Annual Distinguished Entrepreneur. The SBDC had the following economic impact on the five-county region (Lee, Collier, Charlotte, Glades, and Hendry):  
  - Helped 85 new businesses start  
  - Created or retained 247 jobs  
  - Increased sales by $19.6 M  
  - Acquired $530 K in government contracts  
  - Accessed $10.6 M of investment capital  
  The Regional Economic Research Institute (RERI) provided economic and demographic support for a new regional economic development organization, Southwest Florida Economic Development Alliance, designed to assist the local economic development offices by providing a regional economic development website for Southwest Florida and providing marketing and coordination assistance. RERI also produced four issues of the Lee County Business Climate Survey (in partnership with the Horizon Council of Lee County). Workforce Now is designed to provide better information on Southwest Florida’s labor market. It is sponsored by the region’s major employers and the News Press. The research is led by RERI in partnership with Florida Southwestern State College and Hodges University. During the 2014-2015 year two research reports were completed |
and a major conference was held in October. One report included primary research on Information technology occupations, requirements, and projected growth. The other major report was an in-depth review of the overall labor market including employment gaps, wage levels, and projected industry and occupation growth. This is an ongoing project. The Institute of Entrepreneurship sponsored seven major events, programs, projects, speaker series, and forums. These programs welcomed several community leaders as speakers and attendees, with attendance at the major Eagle Biz event topping 100 attendees. Mentorship of students, both at the high school and university level, remains a strong focus of programming with greater attendance in the CEO Camp and the formation of a mentorship program. Eight additional symposiums, events and institutes were facilitated through the Lucas Center for Real Estate Development and Finance with combined attendance in excess of 640 community members and 195 students participating.
A. Pursue private/public partnerships to promote alignment of FGCU academic programs and research with the external community.

Began preliminary conversations with several local companies to enlist their support for the implementation of the (Co-Op 6) cooperative education experience. Pursued development of two new academic programs with support of local/regional companies to address workforce needs. Had productive conversation with a local research-based organization to include FGCU faculty and students as participants in applied research opportunities.

B. Increase the number of proposals submitted for funding by external agencies by 5%.

During the 2014-2015 fiscal year there was a 16% increase in proposals through May 2015.

C. Increase funding of internal grants for faculty professional development by 5%.

Office of Research & Graduate Studies funded four Multi-Disciplinary Research Initiatives for a total of $45,000 or an increase of 17% over the prior year.

D. If 2014 state funding is approved, begin construction of the Emergent Technologies Institute (formerly known as the Innovation Hub or IHUB), which Funding was received and ground was broken on the Emergent Technologies Institute in February. A $7 million grant was approved by the Governor.

*The goal of $10 million was met.
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<th>Goal VII: Discovery and Application of Knowledge</th>
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| will provide graduates with jobs, and critical research initiatives in the Science, Technology, Mathematics and Engineering (STEM) arena. | Construction should be completed by the end of the 2015 calendar year. |