



BOARD OF TRUSTEES

Board of Trustees Meeting Agenda

September 26, 2025
9:30 A – 12:00 P

Barnett Applied Research Center (BARC) Room 2200 and
Virtual via Microsoft Teams

Dial in: 1-863-225-2351 | Conference ID: 774 048 972#

BOARD MEMBERS

Beth Kigel, Chair
Dr. Sidney Theis
Eliot Peace

Jesse Panuccio, Vice Chair
Ilya Shapiro
Sam Neelam

Patrick Hagen
Colby Manrodt
Dr. Edwar Romero

MEETING AGENDA

- | | | |
|-------|---|--|
| I. | Call to Order | Beth Kigel, Chair |
| II. | Roll Call | Kristen Wharton,
Corporate Secretary |
| III. | Public Comment | Beth Kigel |
| IV. | 2025-2026 Board of Trustees Work Plan | Beth Kigel |
| V. | Chair's Remarks | Beth Kigel |
| VI. | President's Remarks | Dr. Devin Stephenson
President |
| VII. | Annual Review and Endorsement of Statement of Free Expression
Action Required | Beth Kigel |
| VIII. | Faculty Senate President's Report | Trustee Edwar Romero |
| IX. | Student Government Association President's Report | Trustee Colby Manrodt |
| X. | Global Strategy Elements | Mustapha Achoubane
Senior Global Affairs Officer
Director, Fulbright Program |

XI.	Team Albert X: NASA's Micro-g NExT Challenge	Dr. Alexander Murphy and Students
XII.	Enrollment Management & Marketing Report	Andy Oguntula, AVP Enrollment Management
XIII.	Consent Agenda <i>*Action Required*</i>	Beth Kigel
XIV.	Committee Reports	
	A. Academic and Student Affairs Committee Report	Dr. Sidney Theis
	B. Finance and Facilities Committee Report	Vice Chair Jesse Panuccio
	C. Governance, Audit, and Compliance Committee Report	Ilya Shapiro
	D. Strategic Initiatives and External Relations Committee Report	Chair Beth Kigel
		Beth Kigel
XV.	Board of Trustees Meeting Calendar	Beth Kigel
XVI.	Board of Governors Meeting Calendar	Dr. Tom Dvorske, Vice Provost, Academic Affairs
XVII.	2025-2030 Strategic Plan: Progress 2025	Dr. Matt Bohm and Students
XVIII.	Phoenix Racing Team: <i>The Road to the Electrek Formula Sun Grand Prix</i>	David Fugett, Vice President and General Counsel
XIX.	Ratification of Amendments of the Collective Bargaining Agreement <i>*Action Required*</i>	Beth Kigel
XX.	Closing Remarks & Adjournment	

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: 2025-2026 Board of Trustees Work Plan

Proposed Action

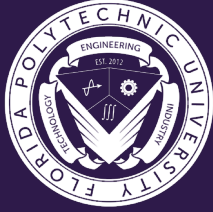
Approve the 2025-2026 Board of Trustees Work Plan.

Background Information

Chair Kigel will review the Board's 2025-2026 Work Plan. Trustees will have an opportunity to discuss any revisions to the Work Plan before voting.

Supporting Documentation: DRAFT: 2025-2026 Board of Trustees Work Plan

Prepared by: Kristen Wharton, Corporate Secretary and Special Assistant to the President



BOARD OF TRUSTEES

BOT Annual Work Plan 2025-2026

STRATEGIC PRIORITIES

The following are strategic priorities which will be frequently discussed throughout the year:

- Strategic Plan 2025-2030
- Performance Based Funding (PBF) Metrics
- Enrollment Growth
- Student and Faculty Retention
- New Academic Programs (if proposed)
- Campus and Extended Campus Growth

SEPTEMBER

- Discussion of Strategic Priorities
- Board of Trustees FY26 Work Plan *(review and approve)*
- Annual Review and Endorsement of Statement of Free Expression *(review and approve)*
- Annual Financial Statements FY25(University and Foundation) *(review only)*
- Fixed Capital Outlay Budget FY26 *(review and approve)*
- Education & General (E&G) Carryforward Spending Plan FY26 *(review and approve)*
- Regulations and Policies *(review and approve as needed)*
- Engagement: event with faculty

NOVEMBER

- Annual Board of Trustees Retreat
- Discussion of Strategic Priorities
- Annual Ethics Agreement Reviewed and Signed
- Legislative Advocacy Plan for 2026 Session
- President Stephenson's Annual Evaluation FY25 *(review and approve)*
- President Stephenson's Compensation Review *(review and approve)*
- Regulations and Policies *(review and approve as needed)*
- Engagement: event with major donors

FEBRUARY

- Discussion of Strategic Priorities
- Regulations and Policies *(review and approve as needed)*
- Engagement: event with students

APRIL

- University Accountability Plan FY26 *(review and approve)*

JUNE

- Discussion of Strategic Priorities
- Legislative Session Report on 2026 Session
- University Operating Budget FY27 (review and approve)
- Capital Improvement Plan (CIP) FY28 (review and approve)
- Legislative Operating Budget Request (LBR) FY28 (review and approve)
- Performance Based Funding (PBF) Metrics FY26 (review only)
- Regulations and Policies (review and approve as needed)
- Engagement: event with University Foundation Board of Directors

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: Annual Review and Endorsement of Statement of Free Expression

Proposed Board Action

Review and endorse the Board of Governors' Statement of Free Expression.

Background Information

At its January 26, 2022, meeting, the Board of Governors approved the Civil Discourse Final Report. The report includes seven recommendations, including recommendation three: the Board of Trustees' annual review and endorsement of the Board of Governors' Statement of Free Expression.

- III. The Board of Governors recommends that the leadership of each university board of trustees, faculty senate, and student government annually review and endorse the Board's Statement of Free Expression and commit to the principles of civil discourse.

As this recommendation is an annual requirement, it has been added to the Board of Trustees' Work Plan for review and endorsement each September.

Supporting Documentation: Statement of Free Expression

Prepared by: Kristen Wharton, Corporate Secretary and Special Assistant to the President

State University System of Florida Statement on Free Expression

The State University System of Florida and its twelve public postsecondary institutions adopt this Statement on Free Expression to support and encourage full and open discourse and the robust exchange of ideas and perspectives on our respective campuses. The principles of freedom of speech and freedom of expression in the United States and Florida Constitutions, in addition to being legal rights, are an integral part of our three-part university mission to deliver a high-quality academic experience for our students, engage in meaningful and productive research, and provide valuable public service for the benefit of our local communities and the state. The purpose of this Statement is to affirm our dedication to these principles and to seek our campus communities' commitment to maintaining our campuses as places where the open exchange of knowledge and ideas furthers our mission.

A fundamental purpose of an institution of higher education is to provide a learning environment where divergent ideas, opinions and philosophies, new and old, can be rigorously debated and critically evaluated. Through this process, often referred to as the marketplace of ideas, individuals are free to express any ideas and opinions they wish, even if others may disagree with them or find those ideas and opinions to be offensive or otherwise antithetical to their own world view. The very process of debating divergent ideas and challenging others' opinions develops the intellectual skills necessary to respectfully argue through civil discourse. Development of such skills leads to personal and scholarly growth and is an essential component of the academic and research missions of each of our institutions.

It is equally important not to stifle the dissemination of any ideas, even if other members of our community may find those ideas abhorrent. Individuals wishing to express ideas with which others may disagree must be free to do so, without fear of being bullied, threatened or silenced. This does not mean that such ideas should go unchallenged, as that is part of the learning process. And though we believe all members of our campus communities have a role to play in promoting civility and mutual respect in that type of discourse, we must not let concerns over civility or respect be used as a reason to silence expression. We should empower and enable one another to speak and listen, rather than interfere with or silence the open expression of ideas.

Each member of our campus communities must also recognize that institutions may restrict expression that is unlawful, such as true threats or defamation. Because universities and colleges are first and foremost places where people go to engage in scholarly endeavors, it is necessary to the efficient and effective operations of each institution for there to be reasonable limitations on the time, place, and manner in which these rights are exercised. Each institution has adopted regulations that align with Florida's Campus Free Expression Act, section 1004.097, Florida Statutes, and with the United States and Florida Constitutions and the legal opinions interpreting those provisions. These limitations are narrowly drawn and content-neutral and serve to ensure that all members of our campus communities have an equal ability to express their ideas and opinions, while preserving campus order and security.

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: Global Strategy Elements

Proposed Board Action

Information only – no action required.

Background Information

Florida Poly's global affairs initiatives elevate the University's academic enterprise reputation and global competitiveness by attracting world-class talent and forging strategic partnerships. These alliances expand student and faculty access to prestigious fellowships and research opportunities, strengthen applied STEM research, and accelerate the University's standing in U.S. News & World Report (USNWR) and other global ranking systems. Together, these efforts position Florida Poly as both a driver of Florida's high-tech economy and a recognized global leader in innovation.

Key Highlights

Fulbright Program

Florida Polytechnic University is recognized by the U.S. Department of State as one of the nation's top producers of Fulbright STEM scholars. The program provides prestigious opportunities for Florida Poly students and faculty to conduct applied research with international peers, enhancing institutional prestige, advancing academic excellence, and supporting both student and faculty development.

Global Partnerships

Florida Poly forges strategic collaborations with leading universities, industry, and renowned global research centers including Barcelona Tech, ITS Korea, and the Gwangju Institute of Science & Technology. The University is in open dialogue with the University of Tel Aviv to expand differentiated opportunities in STEM. These global partnerships drive joint initiatives in cybersecurity, intelligent transportation, advanced manufacturing, and AI curriculum development. Additionally, these strategic alliances strengthen the academic enterprise capability, accelerate industry collaboration, attract FDI, and fuel Florida's economic growth.

Reputation

Florida Poly leadership participates in prestigious technical societies and international academies, representing the University at the highest levels. These roles elevate the University's global visibility, expand strategic engagement, and accelerate its rise in U.S. News & World Report (USNWR) and other global rankings.

All global initiatives directly support the University's 2025–2030 Strategic Plan and enhance the University accountability measures, including enrollment growth, faculty retention, and national and global rankings.

Supporting Documentation: N/A

Prepared by: Mustapha Achoubane, Senior Global Affairs Officer and Director, Fulbright Program

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: Team Albert X: NASA Micro-g NExT Challenge

Proposed Board Action

Information Only – No action required

Background Information

Team Albert X will discuss its experience from the 2024-2025 NASA Micro-g NExT Challenge. The presentation will focus on what the competition is, the scope of their challenge, its design process, and the impact of the challenge towards the students, NASA, and Florida Polytechnic University. During the presentation, the trustees should consider the growth gained from initiation to completion of the project.

After the presentation, trustees should consider asking what the experience meant for students, what are the plans, and the bigger impact of the challenge.

Supporting Documentation: N/A

Prepared by: Team Albert X – NASA Micro-g NExT

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: Enrollment Management & Marketing Report

Proposed Board Action

Information only – no action required.

Background Information

Our enrollment team will present a comprehensive narrative on the strategic integration of branding and marketing, recruitment initiatives, financial aid optimization, and targeted communication planning to drive sustained growth in student enrollment. This presentation will highlight how cross-functional collaboration and data-informed decision-making have fostered a unified approach, aligning institutional values with prospective student needs. By leveraging innovative outreach methods and enhancing financial accessibility, we have cultivated a more inclusive and competitive enrollment landscape. The presentation will provide actionable insights into how cohesive planning and execution across these domains contributed to measurable enrollment success

Supporting Documentation: N/A

Prepared by: Dr. Andy Oguntola, Assistant Vice President of Enrollment Management

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: Consent Agenda

Proposed Board Action

Approve the consent agenda.

Each of the following items comes before the Board with unanimous approval from the respective Committees, and, as such, there is no need for a second.

- A. Academic Enterprise, Research, and Student Success Committee
 - 1. Approve the Revised Academic Enterprise, Research, and Student Success Committee Charter
 - 2. Approve the Annual Textbook and Instructional Materials Affordability Report FY25
- B. Governance, Audit, and Compliance Committee
 - 1. Approve the Revised Governance, Audit, and Compliance Committee Charter
 - 2. Approve the University Audit Risk Assessment and Audit Plan for FYE26
 - 3. Approve the University Compliance & Ethics Program Plan for FY26
 - 4. Approve the Performance Based Funding Data Integrity Audit Scope and Objectives to be performed by University Audit
 - 5. Approve of the evaluation instrument titled “President’s Annual Review” to be used in the Trustees’ evaluation of the president’s performance for fiscal year 2025
- C. Finance and Facilities Committee
 - 1. Approve the Revised Finance and Facilities Committee Charter
 - 2. Approve the FY26 University Carryforward Spending Plan and Fixed Capital Outlay Budget
 - 3. Approve of and authorize the President to sign instruments, documents, and contracts as necessary to effectuate the Public Safety and Campus Operations Center to design, construct, and furnish within the total budget, not to exceed \$5,400,000 - increasing the project budget by \$400,000.
 - 4. Approve the appointment of Dr. Tanner McKnight as the Board of Trustees’ designee to fulfill its obligations in Board of Governors Regulation 14.008 Competitive Selection and Negotiation, effective September 26, 2024.
 - 5. Approve the Foundation’s Request for planned uses of university personnel and property for the fiscal year 2025-26 for \$430,000.
- D. Strategic Initiatives and External Relations Committee
 - 1. Approve the Strategic Initiatives and External Relations Committee Charter
- E. Board of Trustees
 - 1. Approve Board of Trustees Meeting minutes from June 3, 2025
 - 2. Approve Board of Trustees Meeting minutes from June 30, 2025

Background Information

For additional information about any of the items listed above, please see that committee's meeting materials.

Supporting Documentation:

1. Board of Trustees meeting minutes from June 3, 2025
2. Board of Trustees meeting minutes from June 30, 2025

Prepared by: Kristen Wharton, Corporate Secretary and Special Assistant to the President



BOARD OF TRUSTEES

Board of Trustees **DRAFT** Meeting Minutes

June 3, 2025
9:00 A – 12:00 P

Florida Polytechnic University
Barnett Applied Research Center (BARC)
and Virtual via Microsoft Teams

I. Call to Order

Chair Beth Kigel called the Board of Trustees meeting to order at 9:00 a.m.

II. Roll Call

Kristen Wharton called the roll: Chair Beth Kigel, Vice Chair Jesse Panuccio, Trustee Ilya Shapiro, Trustee Patrick Hagen, Trustee Dorian Abbott, Trustee Lyn Stanfield, Trustee Sam Neelam, Trustee Cliff Otto, Trustee Eliot Peace, Trustee Sidney Theis, Trustee Colby Manrodt, and Trustee Edwar Romero-Ramirez were present (Quorum).

Board Trustees not present: n/a

Staff Present: President Devin Stephenson, Provost Brad Thiessen, Dr. Allen Bottorff, David Fugett, Bryan Brooks, Cole Allen, David Blanton, Dr. Tom Dvorske, Allison Pirpich, Melaine Schmiz, and Kristen Wharton

III. Public Comment

There were no requests received for public comment.

IV. Trustee Recognitions

Chair Beth Kigel recognized three trustees whose terms end in either June or July 2025. For each of these trustees, Kristen Wharton read a resolution which is attached to these minutes. Each trustee provided remarks of gratitude and encouragement for the future of Florida Poly.

Vice Chair Jesse Panuccio made a motion to approve Board Resolution 2025-003 in recognition of and in profound appreciation for the distinguished service of Trustee Dorian Abbot. Trustee Ilya Shapiro seconded the motion; a vote was taken, and the motion passed unanimously.

Trustee Patrick Hagen made a motion to approve Resolution 2025-004 in recognition of and in profound appreciation for the distinguished service of Trustee Lyn Stanfield. Vice Chair

Jesse Panuccio seconded the motion; a vote was taken, and the motion passed unanimously.

Trustee Lyn Stanfield made a motion to approve Resolution 2025-005 in recognition of and in profound appreciation for the distinguished service of Trustee Clifford K. Otto. Vice Chair Jesse Panuccio seconded the motion; a vote was taken, and the motion passed unanimously.

V. 2024-2026 Board of Trustees Work Plan

Chair Kigel reviewed the Board of Trustees Annual Work Plan. There was no discussion on this agenda item.

VI. Chair's Remarks

Chair Beth Kigel commented on several extraordinary moments from the University's commencement ceremony held May 4. She cited remarks made by the student speaker, Raul Lopez, and SUS Chancellor Ray Rodriguez and encouraged trustees to attend commencement in the future.

VII. President's Remarks

President Devin Stephenson introduced Cole Allen as the interim Vice President and CIO, followed by a review of spring semester accomplishments including: Family Day, IMSA 12 hours of Sebring, IEEE-HKN induction ceremony, Scholarship Dinner, Campus Store, Florida Poly Day at the Capitol, meeting with Senator Rick Scott in Washington D.C., grand opening of International Flavors and Fragrances (IFF), Admit Day and Game Expo, Order of the Engineer induction ceremony, Capstone showcase, Presidential Ambassador induction ceremony, Ascend employee appreciation luncheon, OCOM strategic affiliation, Royal European Academy of Doctors induction, and BSP, Applus+ IDIADA partnerships in Spain. Dr. Stephenson also addressed the coming enrollment cliff and why Florida may avoid this issue as it has seen a 12% increase in the number of high school students graduating.

VIII. Faculty Senate President's Report

Trustee Edwar Romero began his remarks by introducing himself as a mechanical engineering professor at Florida Poly, where he has served for the past seven years. He expressed appreciation for the exemplary leadership of Drs. Ajeet Kaushik and Brad Towle, as well as President Stephenson, acknowledging their commitment to setting a strong standard for faculty excellence. Trustee Romero also highlighted the productive collaboration between faculty chairs and Provost Brad Thiessen, noting progress in addressing faculty needs, expanding research opportunities, and ensuring the acquisition and upkeep of essential research equipment. He also emphasized ongoing efforts to elevate and showcase faculty research across the university.

Looking ahead, Trustee Romero outlined his goals for the coming year, focusing on continued advancement in the areas of teaching, research, and service.

IX. SGA President's Report

Trustee Colby Manrodt, SGA president and NASA intern, introduced himself and shared SGA's goals for the year. These include stronger ties with SUS student leaders, hosting a Florida Student Association (FSA) meeting on campus, and building school traditions.

Key initiatives:

- Designing club/team banners for the Student Achievement Center (StAC)
- Launching a social media plan to increase student engagement
- Partnering with local colleges for large-scale events
- Expanding local community service hour opportunities for students
- Adding golf cart transportation on campus
- Creating a "food forest"
- Forming a student wellness committee
- Collaborating with the University's growing sports teams
- Improving outdoor spaces (e.g., solar fans)
- Offering virtual office hours and launching a new website

Manrodt asked for Board support in legitimizing and elevating traditions, identifying uses for CITF funds, and securing sponsorships. He stressed the importance of mentorship and visibility to grow student programs.

X. Career Services Presentation

Vice President Bryan Brooks introduced Allison Pirpich, Director of Career Services, who presented on student engagement and employer partnerships. She highlighted recent achievements, including the 2025 NASPA Excellence Award, addressed ongoing challenges, and outlined strategies to enhance career outcomes for Florida Poly students. Trustee Abbot recommended integrating technical interview pedagogy into the classroom experience. Trustee Stanfield asked how the University is leveraging its alumni network. Pirpich responded that a coordinated employer engagement plan is critical to leveraging the alumni network. Trustee Ilya Shapiro inquired whether additional staff would be necessary to support the integration of technical skills into the curriculum. Pirpich affirmed that additional staffing would enhance the University's ability to provide individualized coaching and support. She also noted the importance of establishing an executive career coaching team, an employer engagement team, and strengthening alumni connections with employers. VP Brooks concluded by asking Pirpich about future career opportunities for students. She emphasized the need to focus on both technical and soft skills, align the curriculum with employer needs, and incorporate certifications in high-demand areas.

XI. Consent Agenda

Chair Kigel brought forward the consent agenda for trustee approval.

A. Governance, Audit, and Compliance Committee

- 1. Approve FPU-2.001 Admission to the University and Appeal Process – General**
- 2. Approve FPU-4.003 Special Fees, Fines and Charges**
- 3. Approve Bylaw Revisions**
- 4. Approve President's Administrative Action Plan FY26**

B. Finance and Facilities Committee

1. Approve Foundation Board of Directors' Reappointments

C. Academic and Student Affairs Committee

1. New Academic Degree Programs

2. General Education Courses for 2026-2027

D. Board of Trustees Meetings

1. Approve Board of Trustees meeting minutes from April 24, 2025

2. Approve Board of Trustees meeting minutes from February 18, 2025

3. Approve Board of Trustees meeting minutes from February 12, 2025

As each of the consent agenda items comes before the Board with unanimous approval from the respective Committees, there is no need for a second. A vote was taken, and the motion passed unanimously.

XII. Committee Reports

A. Academic and Student Affairs Committee

Committee Chair Sid Theis reported that Bryan Brooks, Vice President for Student Affairs, Enrollment Management, and Strategic Communications, provided an update highlighting Spring 2025 student events, projected Fall 2025 enrollment figures, and reviewed recent developments within the Department of Strategic Communications, including a review of social media analytics from Florida Poly's social channels.

Vice President and Provost Dr. Brad Thiessen provided an Academic Affairs report that provided the Board the opportunity to review new academic degree programs for consideration in 2025-26 and to discuss strategies for improving first-year student success.

B. Finance and Facilities Committee

Committee Chair Lyn Stanfield stated that the Committee received the University's and the Foundation's third quarter financial update for the period ending March 31, 2025. They also received updates on the five major campus construction projects currently underway, and Advancement and Foundation activities. In addition, the Committee recommended Board approval for the reappointment of six Foundation board directors, which were approved on today's consent agenda.

The Committee also reviewed, approved, and recommended Board approval for one naming opportunity which requires full Board approval today.

A motion was made by Trustee Cliff Otto to approve the following facility naming opportunity: Barnett Applied Research Center, Room 1141 as the Boring Business Systems Conference Room. Vice Chair Jesse Panuccio seconded the motion; a vote was taken, and the motion passed unanimously.

C. Governance, Audit, and Compliance Committee

Committee Chair Cliff Otto listed the numerous updates shared by David Blanton, CAE and

CCO, including the University Financial Audit FYE24, the Foundation 990, contractual service payments, textbook affordability monitoring report for spring 2025, and the Foreign Influence Audit. Additionally, Cole Allen, interim vice president and CIO, reported on cybersecurity and GLBA compliance.

Melaine Schmitz proposed two amendment regulations and a minor change to the Bylaws, all three of which were approved on today's consent agenda. The Committee also discussed topics for FY26 Board training and President Stephenson presented his Administrative Action Plan FY26 which was also approved on today's consent agenda.

XIII. Legislative Session Report

Dr. Devin Stephenson announced that the legislative session has been extended through Friday, June 6, to finalize the state budget for FY26. A final vote in the Senate is expected on June 16. Currently, no definitive information is available. A virtual Board of Trustees meeting is scheduled for Monday, June 30, to review and approve the University's FY26 annual operating budget, the Legislative Budget Request (LBR), and the Capital Improvement Plan (CIP).

XIV. 2025-2030 Strategic Plan Progress Report

Dr. Tom Dvorske, Vice Provost for Academic Affairs, presented an overview of the development of the Strategic Plan 25|30 to provide context for the new trustees. He outlined the planning methodology and introduced the tracking tool used to monitor the Plan's progress. Dr. Dvorske reported on several key areas: initiatives that have been started, including development of strategic industry and academic partnerships; initiatives currently on track, such as faculty growth and retention, which remains on schedule with 32 positions filled; and completed initiatives, notably the successful implementation of the campus store.

XV. Partnership Presentation: Catapult Lakeland

Christin Strawbridge, President of Catapult Lakeland, along with Florida Polytechnic University student, Carson Eleman and Brett Chamberlain from Catapult delivered a presentation on the organization's partnership with Florida Poly. The presentation highlighted current student internships and projects utilizing Catapult's facilities. Trustees also learned about a pilot program involving Florida Poly, Catapult, and Lakeland Regional Health.

XVI. Board of Trustees Meeting Calendar

Chair Kigel reminded trustees of the virtual Board meeting on Monday, June 30. She also proposed moving the September 24 Board meeting to September 26; this change requires Board approval.

A motion was made by Trustee Patrick Hagen to approve moving the Wednesday, September 24, 2025, Board of Trustees meeting to Friday, September 26, 2025. Trustee Sumanth Neelam seconded the motion; a vote was taken, and the motion passed unanimously.

XVII. Board of Governors Meeting Calendar

Chair Kigel shared that the next Board of Governors meeting will be held on June 18 at Florida Atlantic University (FAU) in Boca Raton.

XVIII. Closing Remarks and Adjournment

With no further business to discuss the meeting adjourned at 11:58 a.m.

Respectfully submitted:

Kristen Wharton

Corporate Secretary



FLORIDA POLYTECHNIC
UNIVERSITY

Board of Trustees

Resolution

2025-003

In Recognition and Profound Appreciation of Distinguished Service:

Trustee Dorian Abbot

The Florida Polytechnic University Board of Trustees hereby adopts the following Resolution:

WHEREAS, Trustee Dorian Abbot has served on The Florida Polytechnic University Board of Trustees from October 24, 2023, through June 30, 2025, and

WHEREAS, Trustee Abbot served as the Vice Chair of the Academic and Student Affairs Committee and served on the Governance, Audit, and Compliance Committee, and

WHEREAS, Trustee Abbot demonstrated his commitment to the mission and vision of Florida Polytechnic University, and;

WHEREAS, Trustee Abbot freely shared his insights with candor and diplomacy, and;

WHEREAS, Trustee Abbot served with integrity and was held in high esteem by his fellow trustees, and;

WHEREAS, Trustee Abbot was always willing to advocate for Florida Polytechnic University seeking to enhance the stature of the University.

Now, therefore be it resolved that The Florida Polytechnic University Board of Trustees, at its regular board meeting on this 3rd day of June, in the year 2025, does hereby recognize and commend Trustee Abbot for his contributions to Florida Polytechnic University, and

Be further resolved that this resolution is included in the minutes of the meeting and a copy presented to Trustee Abbot as a token of the Board's appreciation and sincere thanks.

Resolution adopted by the Florida Polytechnic University Board of Trustees on June 3, 2025.


BETH KIGEL, Chair



FLORIDA POLYTECHNIC
UNIVERSITY

Board of Trustees

Resolution

2025-004

In Recognition and Profound Appreciation of Distinguished Service:

Trustee Lyn Stanfield

The Florida Polytechnic University Board of Trustees hereby adopts the following Resolution:

WHEREAS, Trustee Lyn Stanfield has served on The Florida Polytechnic University Board of Trustees from September 5, 2020, through July 15, 2025, and

WHEREAS, Trustee Stanfield served as the Chair of the Finance and Facilities Committee, Vice Chair of the Strategic Planning Committee, and served on the Audit and Compliance Committee and the Academic and Student Affairs Committee, and

WHEREAS, Trustee Stanfield demonstrated her commitment to the mission and vision of Florida Polytechnic University, and

WHEREAS, Trustee Stanfield freely shared her insights with candor and diplomacy, and;

WHEREAS, Trustee Stanfield served with integrity and was held in high esteem by her fellow trustees, and;

WHEREAS, Trustee Stanfield was always willing to advocate for Florida Polytechnic University seeking to enhance the stature of the University.

Now, therefore be it resolved that The Florida Polytechnic University Board of Trustees, at its regular board meeting on this 3rd day of June, in the year 2025, does hereby recognize and commend Trustee Stanfield for her contributions to Florida Polytechnic University, and

Be further resolved that this resolution is included in the minutes of the meeting and a copy presented to Trustee Stanfield as a token of the Board's appreciation and sincere thanks.

Resolution adopted by the Florida Polytechnic University Board of Trustees on June 3, 2025.


BETH KIGEL, Chair



FLORIDA POLYTECHNIC
UNIVERSITY

Board of Trustees

Resolution

2025-005

In Recognition and Profound Appreciation of Distinguished Service:

Trustee Clifford K. Otto

The Florida Polytechnic University Board of Trustees hereby adopts the following Resolution:

WHEREAS, Trustee Cliff Otto has served on The Florida Polytechnic University Board of Trustees from March 24, 2016, through June 30, 2025, and

WHEREAS, Trustee Otto served as the Vice Chair of the Board from 2018-2020 and Chair of the Board from 2020-2024, and

WHEREAS, Trustee Otto served as Chair of the Audit & Compliance Committee, Chair of the Finance and Facilities Committee, Chair of the Governance, Audit, and Compliance Committee, and Vice Chair of the Strategic Planning Committee, and

WHEREAS, Trustee Otto demonstrated his commitment to the mission and vision of Florida Polytechnic University, and;

WHEREAS, Trustee Otto freely shared his insights with candor and diplomacy, and;

WHEREAS, Trustee Otto served with integrity and was held in high esteem by his fellow trustees, and;

WHEREAS, Trustee Otto was always willing to advocate for Florida Polytechnic University seeking to enhance the stature of the University.

Now, therefore be it resolved that The Florida Polytechnic University Board of Trustees, at its regular board meeting on this 3rd day of June, in the year 2025, does hereby recognize and commend Trustee Otto for his contributions to Florida Polytechnic University, and

Be further resolved that this resolution is included in the minutes of the meeting and a copy presented to Trustee Otto as a token of the Board's appreciation and sincere thanks.

Resolution adopted by the Florida Polytechnic University Board of Trustees on June 3, 2025.


BETH KIGEL, Chair



BOARD OF TRUSTEES

Board of Trustees **DRAFT** Meeting Minutes

June 30, 2025
12:00 – 1:00 P

Florida Polytechnic University
Virtual via Microsoft Teams

I. Call to Order

Chair Beth Kigel called the Board of Trustees meeting to order at 12:00 p.m.

II. Roll Call

Kristen Wharton called the roll: Chair Beth Kigel, Vice Chair Jesse Panuccio, Trustee Ilya Shapiro, Trustee Patrick Hagen, Trustee Dorian Abbott, Trustee Lyn Stanfield, Trustee Sidney Theis, Trustee Cliff Otto, Trustee Sam Neelam, Trustee Eliot Peace, Trustee Colby Manrodt, and Trustee Edwar Romero were present (Quorum).

Board Trustees not present: N/A

Staff Present: President Devin Stephenson, Provost Brad Thiessen, Dr. Tanner McKnight, Bryan Brooks, Cole Allen, Kelli Stargel, David Calhoun, Melaine Schmiz, and Kristen Wharton

III. Public Comment

There were no requests received for public comment.

IV. Resolution 2025-006 Signature Authority on Depository Accounts

Melaine Schmiz, Associate General Counsel, presented *Resolution 2025-006: Signature Authority on Depository Accounts* for Board approval. The resolution seeks to remove Dr. Allen Bottorff and add Dr. Tanner McKnight as authorized signatories on all University deposit accounts. No questions were raised regarding the resolution.

A motion was made by Trustee Patrick Hagen to approve Resolution 2025-006 Signature Authority on Depository Accounts. The motion was seconded by Trustee Lyn Stanfield; a vote was taken, and the motion passed unanimously.

V. University Operating Budget FY26

President Devin Stephenson introduced Dr. Tanner McKnight, Interim Vice President and Chief Financial Officer, describing him as an outstanding accountant and an excellent financial forecaster with prior experience serving as a VP and CFO in higher education.

Dr. McKnight then presented the University's Education and General (E&G) operating budget, broken down by division. He noted a line item for non-recurring expenses totaling \$19,504,509, representing non-recurring funds the University will receive, which are designated for special projects to be discussed later in the meeting. He also highlighted that Florida Poly allocates 54% of its budget to personnel and 46% to operational expenses, compared to the industry average of 60% for personnel and 40% for operations.

Dr. McKnight then presented a slide highlighting expense variance between FY25 and FY26, noting that budgets have been reduced across nearly every division for FY26. He also shared the total operating budget requests, including "other funds expense," bringing the total FY26 expense budget request to \$111,961,685. Finally, he reviewed Florida Poly's revenue sources, which include non-recurring funds for FY26, also totaling \$111,961,685, thereby presenting a balanced budget.

Following the budget review, five vice presidents provided tangible examples of how their divisions plan to utilize allocated funds. Provost Brad Thiessen began by outlining the goals for Academic Affairs, emphasizing that the largest investment is in faculty. He announced the addition of 25 new faculty members for the upcoming academic year and shared his plans to:

1. Build new industry-responsive academic programs and refreshed curriculum
2. Build a Faculty Center for Teaching and Innovation
3. Implement intrusive advising and success coaching

Bryan Brooks, vice president, student affairs, enrollment management, and strategic communications stated his division will:

1. Update Florida Poly's website
2. Add enhanced digital signage across campus
3. Add high-definitions screens in IST and BARC
4. Build a state-of-the-art esports arena
5. Establish a NAIA athletics program

Trustee Ilya Shapiro asked whether the University's charter prohibits professional sports. President Stephenson responded that it does not.

Trustee Cliff Otto inquired about dorm occupancy. Brooks reported that dorms are expected to be 85–90% occupied in Fall 2025 but noted that Fall 2026 may present challenges. Chair Kigel added that further discussion on this topic is necessary.

Kelli Stargel, vice president of strategic initiatives, development, and external relations, reviewed her division's goals:

1. Participate more actively in regional development efforts
2. Expand opportunities for faculty to engage in global academic partnerships, research collaborations, and work alongside experienced international colleagues
3. Manage alumni more efficiently through a centralized platform that streamlines communication and outreach

Cole Allen, interim vice president and CIO, reviewed his division's projects:

1. Install Next-Gen outdoor wireless network
2. Complete cloud telephony migration
3. Digitize workflows and documents

To address Trustee Otto's concern about housing capacity, Dr. McKnight noted that he met with Brailsford & Dunlavey last week and plans to meet with representatives from the Division of Bond Finance to discuss the University's need for additional residential housing. He stated that if the University were to proceed with a plan right now, the new facility would not be completed until Fall 2028.

Dr. McKnight then shared the goals of his division:

1. Enhance the fiscal transparency of the University
2. Further develop DOGE mentality in daily operations
3. Conduct a funds-maximization study

Chair Kigel stated that she feels confident in the budget as presented. She commended Dr. Stephenson and his team for consistently aligning each budget item with both the University's strategic plan and the President's FY26 Administrative Action Plan.

A motion was made by Vice Chair Jesse Panuccio to approve the University Operating Budget for fiscal year 2026. The motion was seconded by Trustee Sid Theis; a vote was taken, and the motion passed unanimously.

VI. Capital Improvement Plan (CIP) FY27

David Calhoun, Assistant Vice President of Facilities and Safety Services, presented the FY27 Capital Improvement Plan (CIP). He identified three priorities, two of which were recommended through the educational plant survey: the Student Achievement Center (StAC) with a budget of \$84.7 million; the Campus Relocation Project budgeted at \$10 million; and Academic Building Three, allocated \$66.5 million.

A motion was made by Trustee Ilya Shapiro to approve the University's Capital Improvement Plan for fiscal year 2027. The motion was seconded by Trustee Patrick Hagen; a vote was taken, and the motion passed unanimously.

VII. Legislative Budget Request (LBR) FY27

Kelli Stargel introduced the Legislative Budget Request (LBR) to the Board. The request includes an operations request in the amount of \$15M to support the "Rising to 3,000: Expanding Florida Poly's Impact" initiative. The LBR also includes a \$42.4M PECO fund request for the construction of the StAC.

Trustee Otto asked when Stargel expects to receive news about the PECO funding. Stargel responded that she anticipates hearing an update very soon.

Trustee Shapiro inquired about the effectiveness of Florida Poly Day. Stargel replied that the event, along with ongoing efforts by the strategic communications team following Florida Poly Day, has been greatly beneficial in maintaining Florida Poly's visibility with legislators.

A motion was made by Trustee Sid Theis to approve the fiscal year 2027 Legislative Budget Request. The motion was seconded by Trustee Ilya Shapiro; a vote was taken, and the motion passed unanimously.

VIII. Strategic Plan 25|30 Initiatives

President Stephenson asked three vice presidents to highlight key initiatives designed to expand the institution's capacity and foster additional partnerships:

1. **Engineering Forward**

Presented by Bryan Brooks

This initiative focuses on revamping the Career Services Department to significantly expand industry partnerships. The goal is to double the number of industry partners, creating more direct employment pathways for Florida Poly students.

2. **P-Sail**

Presented by Cole Allen

P-Sail is part of a federally funded collaboration with the Polk County Sheriff's Office. It integrates AI-focused research with a student-run security operations center. Additional funding is being requested to support and sustain this important work.

3. **Florida Institute for STEM Teaching and Learning**

Presented by Brad Thiessen

This initiative aims to partner with collegiate schools to establish clear pathways for students to transition to Florida Poly. It will also provide instruction for K-12 and state college STEM educators through online and/or in-person programs.

IX. Board of Trustees Meeting Dates: 2026-2027

Chair Kigel referenced the proposed committee and Board meeting dates through the academic year 2027. Trustee Patrick Hagen expressed appreciation for the updated meeting schedule but requested that staff also review the November meeting dates and provide alternative options. Corporate Secretary Kristen Wharton agreed to review the dates and welcomed input from Trustees.

A motion was made by Vice Chair Jesse Panuccio to approve the proposed committee and board meeting dates through academic year 2027. The motion was seconded by Trustee Sumanth Neelam; a vote was taken, and the motion passed unanimously.

IX. Closing Remarks and Adjournment

With no further business to discuss the meeting adjourned at 1:00 p.m.

Respectfully submitted:

Kristen Wharton
Corporate Secretary

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: Board of Trustees Meeting Calendar

Proposed Board Action

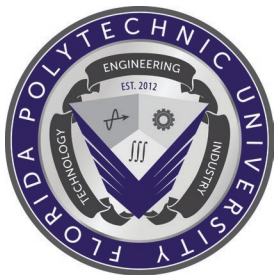
Information only. No action required.

Background Information

Chair Kigel will review the 2025 Board meeting calendar and make note of upcoming meetings.

Supporting Documentation: Board of Trustees 2025-2026 Meeting Calendar

Prepared by: Kristen Wharton, Corporate Secretary and Special Assistant to the President



BOARD OF TRUSTEES

2025-2027 Board Meeting Schedule

2025

Thursday, September 18	Committee Meetings (Virtual)
Friday, September 26	Full Board Meeting (in-person) (faculty engagement)
Monday, November 10:	Committee Meetings (Virtual)
Tuesday-Wednesday, November 18-19	Annual Board Retreat and Full Board Meeting (in-person) (industry engagement/annual Board dinner)

2026

Friday, February 6	Committee Meetings (Virtual)
Friday, February 13	Full Board Meeting (In-person) (student engagement)
Thursday, April 30	Academic and Student Affairs Committee and Full Board Meeting (Virtual)
Friday, May 15	Committee Meetings (Virtual)
Friday, May 22	Full Board Meeting (In-person) (BOT/Foundation Board Event)
Friday, September 18	Committee Meetings (Virtual)
Friday, September 25	Full Board Meeting (In-person) (faculty engagement)
November 10	Committee Meetings (Virtual)
November 17-18	Annual Board Retreat and Full Board Meeting (In-person) (industry engagement/annual Board dinner)

2027

Friday, February 12	Committee Meetings (Virtual)
Friday, February 19	Full Board Meeting (In-person) (student engagement)
Friday, April 30	Academic and Student Affairs Committee and Full Board Meeting (Virtual)
Friday, May 28	Committee Meetings (Virtual)
Friday, June 4	Full Board Meeting (In-person) (BOT/Foundation Board Event)



2025 Meeting Schedule

January 29-30	University of North Florida, Jacksonville
February 20	<i>Virtual Meeting via Zoom</i>
March 25-26	Florida Agricultural and Mechanical University, Tallahassee
May 15	<i>Virtual Meeting via Zoom</i>
June 17-18	Florida Atlantic University, Boca Raton
September 10-11	Florida Gulf Coast University, Ft. Myers
October 9	Committee Workshop University of Central Florida, Orlando
November 5-6	University of South Florida, Tampa ***TRUSTEE SUMMIT***

2026 Meeting Schedule

January 28-29	Florida State University, Tallahassee
February 23	<i>Virtual Meeting via Zoom</i>
March 25-26	University of West Florida, Pensacola
May 14	<i>Virtual Meeting via Zoom</i>
June 24-25	University of South Florida, Tampa
September 2-3	New College of Florida, Sarasota
September 30	Committee Workshop University of Florida, Gainesville
October 28-29	Florida International University, Miami

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: 2025-2030 Strategic Plan: *Progress 2025*

Proposed Board Action

Information only. No action required.

Background Information

Dr. Tom Dvorske, Vice Provost, Academic Affairs, will provide an update on the progress of the 2025-2030 Strategic Plan.

Supporting Documentation: N/A

Prepared by: Dr. Tom Dvorske, Vice Provost, Academic Affairs; Dr. Devin Stephenson, President; Vice Presidents Thiessen, Brooks, Allen, Fugett, Stargel, and McKnight

Florida Polytechnic University
Board of Trustees
September 26, 2025

Subject: Ratification of Amendments of the Collective Bargaining Agreement

Proposed Board Action (Pending Faculty Vote on October 2, 2025)

Motion to recommend approval of the ratification of the proposed Amendments to the Collective Bargaining Agreement (CBA) between Florida Polytechnic University and the United Faculty of Florida (UFF) for 2025-2026 academic year, contingent upon faculty approval in the vote scheduled for completion on October 2, 2025; amended articles to become effective upon successful ratification by the faculty union.

1. Article 6 – Appointment and Promotion
2. Article 7 – Assignment of Responsibilities
3. Article 8 – Performance Evaluation
 - a. Appendix B – Faculty Activity Report
4. Article 12 - Salaries

Background Information

Please see Executive Summary of Approval Request for Collective Bargaining.

Supporting Documentation:

1. Executive Summary
2. Collective Bargaining Articles:
 - Article 6 – Appointment and Promotion (TA'd)
 - Article 6 – Appointment and Promotion (redline)

 - Article 7 – Assignment of Responsibilities (TA'd)
 - Article 7 – Assignment of Responsibilities (redline)

 - Article 8 – Performance Evaluation (TA'd)
 - Article 8 – Performance Evaluation (redline)
 - Appendix B – Faculty Activity Report (TA'd)

 - Article 12 – Salaries (TA'd)
 - Article 12 – Salaries (redline)

Prepared by: David Fugett, Vice President and General Counsel

Summary of Approval Request for Collective Bargaining

Overview

As a part of the collective bargaining process with the Florida Polytechnic University Chapter of the United Faculty of Florida, annually we bargain regarding salary increases and annually the University and the UFF may, at their election, choose to “open” one article within the contract for potential changes.

On February 11, 2025, the Florida Poly and UFF Bargaining Teams commenced Reopener Negotiations pursuant to section 26.3 of the Collective Bargaining Agreement. Accordingly, Article 12 (Salaries) was reopened. In addition, both parties agreed to open the following articles:

1. Article 6 – Appointment and Promotion
2. Article 7 – Assignment of Responsibilities
3. Article 8 – Performance Evaluation
 - a. Appendix B – Faculty Activity Report

A brief overview of the changes is described below. For further detail, please refer to the Amended CBA and the Original CBA with Tracked Changes.

REOPENED ARTICLES

❖ Article 6 – Appointment and Promotions

- This article was streamlined to better define appointment of faculty, reappointment of faculty and the promotion of faculty. This included streamlining the eligibility requirements, requirements for promotion in general, and the materials required to be reviewed for promotion.
- Both management and the faculty union confirm that the changes make the process less cumbersome, more transparent, and easier to understand and manage.

❖ Article 7 – Assignment of Responsibilities

- Language was amended under 7.2(B) Faculty Assignment, as it relates to remote work and online classes.

❖ Article 8 – Performance Evaluations

- This article was amended to provide a more transparent, easier to understand, easier to manage, and fairer evaluation process for the evaluator and for those being evaluated.

❖ Appendix B – Faculty Activity Report

- Due to language changes in Article 8, Appendix B is no longer necessary

❖ Article 12 Salaries (Reopened pursuant to Article 26.3)

Annual Salary Increases 12.2(b)

All employees who received an evaluation for the 2024-2025 review period will receive the salary increase listed in the table below except for employees who joined or rejoined the bargaining unit after January 31, 2024, but before February 1, 2025 (see 12.2(b)).

<u>Evaluation Rating</u>	<u>Increase</u>
Deficient	0.00%
Needs Improvement (provided the previous evaluation was not “Needs	0.55%

Improvement” or “Deficient”)	
Meets Expectations (-)	1.55%
Meets Expectations	1.55%
Meets Expectations (+)	1.55%
Exceeds Expectations	1.80%
Exemplary	2.05%

Faculty Bonus 12.2(e)

- The university was able to offer a modest one-time bonus in the amount of \$1,500 to all employees who were in-unit before February 1, 2025.
- In addition, a one-time scaled bonus was offered to every employee in-unit before January 1, 2025, a scaled bonus of one fifth (1/5) of the difference between \$100,000 and their salary, up to a maximum of \$2,935.00. The scaled bonus is \$0 for those whose salary exceeds \$100,000.
- Each of the requisite elements for the performance bonus scheme are established in section 12.2(f)(1)-(3).

ARTICLE 6– APPOINTMENT & PROMOTION
[Amended September 2025]

6.1	General Principles.	1
6.2	Appointment.	1
6.3	Faculty Appointment and Reappointment Duration.	2
6.4	Faculty Promotion Categories and Eligibility.	3
6.5	Faculty Reappointment and Promotion Review Eligibility and Requirements	4
6.6	Faculty Reappointment or Promotion Materials.	5
6.7	Faculty Reappointment or Promotion Types, Notices, and Committee Memberships.	6
6.8	Faculty Reappointment and Promotion Procedure.	7
6.9	Faculty Reappointment and Promotion Criteria and Clarifications Development.	11
6.10	Faculty Non-Reappointment.	13
6.11	Assistant Librarians and Wellness Counselors.	14
6.12	Grievability.	17

6.1 **General Principles.**

- (a) Every candidate for reappointment or promotion will be fairly evaluated, and the evaluation process will be maintained to the highest degree of integrity.
- (b) Only evidence that directly pertains to the candidate for reappointment or promotion shall be considered.
- (c) Reappointment and promotion decisions are not determined by any sole factor and are based upon review of relevant performance and criteria for their positions as described in this contract.
- (d) Non-reappointments shall not be made in an arbitrary or capricious manner.

6.2 **Appointment.**

- (a) The President or designee, and the employee will sign the appointment letter.
- (b) No appointment or assignment will create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, except as provided in this Agreement.
 - (1) No special commitment or conditions offered to new hires shall bind the University indefinitely.
 - (2) Any special commitment offered to new hires shall explicitly and prominently include notice that the Provost or President may elect not to honor the commitment at any time and entirely at their discretion. Starting

with the ratification of this article, any such special commitment that is made without such notice shall be binding for three (3) years unless otherwise stated. If the university decides not to observe a special commitment or condition, the university will inform the employee in a timely manner. Upon the employee's request, the university will provide a written justification of its decision not to observe the special commitment or condition.

- (c) Appointments expire on the date set forth in the faculty member's appointment letter. No further notice of cessation of employment is required, unless otherwise provided in this Agreement.
- (d) If the University intends to offer a faculty member reappointment, the University will inform the faculty member by June 30 of the academic year in which the reappointment review was conducted.
- (e) Resignation.
 - (1) An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, a minimum of four (4) weeks' notice.
 - (2) Upon resignation, all current consideration for reappointment and promotion will cease.

6.3 Faculty Appointment and Reappointment Duration.

- (a) Duration for faculty appointments and reappointments are as follows:

- (1) Instructor, Senior Instructor, and Professor of Practice

- a. Initial duration: three (3) years
 - b. Reappointment duration: three (3) years.

- (2) Distinguished Instructor

- a. Initial duration: six (6) years.
 - b. Reappointment duration: six (6) years.

- (3) Assistant Professor

- a. Initial Duration: three (3) years.
 - b. Reappointment Duration: three (3) years.

- (4) Associate Professor

- a. Initial Duration:

For Candidates promoted to Associate Professor from an appointment as an Assistant Professor at the University, six (6) years. In other cases, three (3) years, unless the University determines that an initial term of four to six (4-6) years is

appropriate or warranted. The reason for a longer initial term shall be provided to the UFF upon request.

b. Reappointment Duration:

1. Three (3) years based upon a Departmental Review (see Section 6.7(a)(1)).
2. Six (6) years based upon a University Review (see Section 6.7(a)(2)).

(5) Professor

a. Initial Duration:

For candidates promoted to Professor from an appointment as an Associate Professor at the University, six (6) years. In other cases six (6) years unless the University determines that it is in its best interest to offer an initial contract with a three to five (3-5) year duration.

b. Reappointment Duration:

Six (6) years when based upon a University Review (see Section 6.7(a)(2)).

6.4 Faculty Promotion Categories and Eligibility.

(a) Subject to the requirements set forth herein, faculty holding the rank of Instructor, Senior Instructor, Assistant Professor and Associate Professor shall be eligible to apply for promotion to the next higher rank as follows:

- (1) Instructor to Senior Instructor.
- (2) Senior Instructor to Distinguished Instructor.
- (3) Assistant to Associate Professor.
- (4) Associate Professor to Professor.
- (5) Distinguished Instructors, Professors of Practice, and Professors are at their highest rank possible and cannot be promoted.

(b) Notice of Intent.

Faculty that seek promotion must declare their intent to seek promotion in writing to the Provost and their Department Chair, no later than September 15th of the academic year in which they will seek promotion.

(c) Minimum Qualifications.

- (1) Faculty (including Instructors) must serve at least five (5) academic years at their current (or higher) rank in order to qualify for promotional consideration to a higher rank.
- (2) At least two (2) of the five (5) immediately preceding academic years must be served at the University.

- (3) A faculty member may seek an exception to these minimum qualifications by submitting a written request to the Provost with a justification for the request. The University, at its discretion, may provide exceptions upon approval of the Provost or a designee.

6.5 Faculty Reappointment and Promotion Review Eligibility and Requirements

- (a) Faculty are eligible for Reappointment and Promotion Reviews during the following periods:

(1) Instructors, Senior Instructors, Distinguished Instructors, and Professors of Practice

a. Reappointment

1. Instructors, Senior Instructors, Distinguished Instructors and Professors of Practice receive a Departmental Review during the spring semester of the final year of their appointment.

b. Promotion

1. If Instructors or Senior Instructors seek promotion they will receive a University Review (see Section 6.7(a)(2)).
2. Instructors are not required to seek promotion, nor may they be penalized for not seeking promotion.

(2) Assistant Professor

a. Reappointment

1. Assistant Professors receive a University Review (see Section 6.7(a)(2)) during the spring semester of the final year of their appointment.
2. Assistant Professors may only be reappointed once.

b. Promotion

1. To be considered for promotion, an Assistant Professor must have a University Review as described in Section 6.7(a)(2).
2. Assistant Professors must stand for promotion to Associate Professor by the end of their reappointment term.
3. The University may, at its sole discretion, permit a faculty member to delay promotion review by granting a maximum one (1) year extension at this rank due to a valid request for FMLA or other appropriate leave.
4. Other extensions must be formally agreed upon in writing by both the FPU-BOT and UFF-FPU.

5. An unsuccessful promotion review results in a one year terminal appointment

(3) Associate Professor

Reappointment

Departmental Review (see Section 6.7(a)(1))

1. Associate Professors receive a University Review (see Section 6.7(a)(2)) during the spring semester of the final year of their appointment.
2. Associate Professors with initial appointments of less than six (6) years receive a Departmental Review during the spring semester of the final year of their appointment.

b. Promotion

1. University Review (see Section 6.7(a)(2)) may be used, at the Candidate's election, to request promotion to the rank of Professor.

(4) Professor

Reappointment is based upon University Review (see Section 6.7(a)(2)).

6.6 Faculty Reappointment or Promotion Materials.

(a) Dossier for all Faculty.

- (1) The Candidate for reappointment or promotion must submit a dossier using the approved template.
- (2) The approved template, at a minimum must contain:
 - a. A personal statement and evidence demonstrating how the Candidate meets the criteria for reappointment or promotion.
 - b. Performance reviews received since their last reappointment.
 - c. Institutional Research will provide a summary of courses delivered, student population in courses, Student Assessment of Instruction results, and all student comments. Letters of reference may be included if the candidate wishes, but are not required
- (3) Intentional or significant misrepresentations in the dossier shall serve as just cause for termination pursuant to Article 9 – Discipline.
- (4) The Provost, in conjunction with representatives from the faculty governing body, shall develop the dossier template and the timeline for its use. The Provost must confirm that the dossier template meets the requirements as specified herein.

(b) Packet.

The packet is the body of material that includes the candidate dossier, any supplemental information considered by the committees or Provost and the

Candidate's response to that supplemental information, and committee recommendations as specified by the process.

6.7 Faculty Reappointment or Promotion Types, Notices, and Committee Memberships

(a) Types of Review Processes.

(1) Departmental Review.

- a.** A review that is only conducted by the Department Evaluation Committee (as described in Section 6.8).
- b.** Results of this review are provided directly to the Provost for consideration.

(2) University Review.

- a.** A review conducted by the Department Evaluation Committee, then the University Evaluation Committee (as described in Section 6.8).
- b.** Results of the reviews are provided to the Provost for consideration, except in Sections 6.8(d)(2), in which the results of the reviews are directly provided to the President for consideration.

(b) Notice of Review Requirement.

- (1)** All faculty who require a reappointment review will be notified by May 1st of the academic year prior to the academic year during which the review will be conducted. This notification will include the template for the Candidate Prepared Dossier, the promotion and/or reappointment criteria, and deadlines.
- (1)** By September 15th of the year of the review, eligible faculty will inform the University of their election to apply for promotion or proceed with reappointment.
- (2)** All faculty will be informed of the deadline for submitting reappointment and promotion dossiers by May 1st of the academic year prior to when the dossiers are due.
- (3)** The deadline shall not be earlier than December 10.

(c) Department Evaluation Committee ("DEC") Membership.

(1) DEC Chair.

The Department Chair serve as the chair of the DEC

(2) DEC Membership.

- a.** For reviews of Assistant and Associate Professors, the DEC shall consist of faculty of a higher rank than the Candidate within the Candidate's department, when possible. There must be a minimum of five (5) individuals serving on the DEC, including the DEC Chair.

1. If the number of individuals available to serve on the DEC is less than five (5), the Provost and DEC Chair will each select a faculty member or, if necessary, two (2) faculty members from another unit at the University to serve on the DEC.
 - b. Individuals that are in the terminal year of their employment contract (as a result of non-reappointment, resignation, or layoff) or those who received “Needs Improvement” or “Deficient” (or “Unsatisfactory”) in their most recent performance evaluation are not eligible to serve on the DEC, regardless of any pending grievance to challenge such evaluation (See Article 11).
 - c. A faculty member who is a Candidate for Reappointment may serve on the DEC only with the approval of the Provost and DEC Chair.
- (d) University Evaluation Committee (UEC).
- (1) The UEC consists of at least seven (7) members appointed by the Provost from a nomination pool of at least fourteen (14) eligible faculty members holding the rank of Associate Professor, Professor, Senior Instructor, or Distinguished Instructor approved by the faculty governing body (currently the Faculty Assembly). If the UEC will consider any Instructors or Senior Instructors for promotion, at least two must be Senior Instructors or Distinguished Instructors, provided there are at least two eligible faculty members of those ranks.
 - (2) Individuals in their terminal year of employment (as a result of non-reappointment, resignation, or layoff), are not eligible to serve on the UEC.
 - (3) In years where an individual is up for reappointment review, he or she may not serve on the UEC.

6.8 Faculty Reappointment and Promotion Procedure.

(a) General Considerations.

(1) Previously Promoted.

The promotion assessment shall be based primarily on the Candidate’s performance since the Candidate’s last promotion and must include the Candidate’s achievements since they were promoted. However, in assessing promotion to Professor, consideration of prior to promotion activity shall also be included in the evaluation.

(2) Not Previously Promoted.

- a. If the University has not previously promoted the Candidate, the promotion assessment is cumulative and must include consideration of the Candidate’s achievements prior to employment at the University.
- b. However, the Candidate’s promotion assessment must also establish that the Candidate has continued to progress and achieve in the

categories and criteria used for reappointment and/or promotion while employed at the University.

(b) DEC Review and Recommendation.

- (1) The University shall provide the Packet (as described in Section 6.6) to the DEC for review.
- (2) The DEC may acquire and review supplemental materials and/or other information as appropriate.
 - a. If supplemental materials and/or other information are used as part of the review, the Candidate will be informed of the use of this information and provided ten (10) days to respond to the information.
- (3) For Departmental Reviews, the DEC will prepare and provide a report that is added to the Candidate's packet. The DEC report is presented to the Provost directly.
- (4) For University Reviews, the DEC will prepare and provide a report that is added to the Candidate's packet. The DEC recommendation is presented to the UEC.
- (5) The DEC must operate in executive session and in total confidentiality.
- (6) All DEC reports, recommendations, and work product constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.

(c) UEC Report and Recommendation.

- (1) The DEC will add its report to the Candidate's packet.
- (2) The UEC will use the Candidate's packet to consider the reappointment or promotion request.
- (3) The UEC may acquire and review supplemental materials and/or other information as appropriate.
 - a. If supplemental materials and/or other information is used as part of the review at any time during the process, the candidate will be informed of the use of this information and provided ten (10) days to respond to the information.
- (4) The UEC will prepare a report and recommendation that is addressed to the Provost. The UEC report is added to the Candidate's packet.
- (5) All UEC reports, recommendations, and work product constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008. The UEC must operate in total confidentiality.

(d) Provost's Review and Recommendation.

- (1) The Provost shall review all procedural and substantive matters for

completeness in order to ensure that the DEC and UEC (if relevant) have met their responsibilities in this Article.

a. If procedural errors or inconsistencies are present in the process, the Provost will send materials back to the appropriate part of the process for correction before making a recommendation regarding the Candidate.

b. Should the Provost acquire and review supplemental materials and/or other information and decide to consider the additional material as part of the Provost's decision, the new material will be provided to the DEC and UEC. The DEC and UEC will have ten (10) days to incorporate the new material into their review and decision at their discretion.

1. As with the procedures used by the DEC and the UEC, any supplemental materials and/or other information must be disclosed to the Candidate with the same response rights and times as provided in the DEC and UEC review.

2. If applicable, the supplemental materials and/or other information and the Candidate's response(s) will be appended to the Candidate's packet.

(2) After review of the reports and recommendations of the DEC and UEC (if applicable), and the Candidate's packet, the Provost, in his or her best judgment, shall make a positive or negative recommendation in writing as to the Candidate's reappointment or promotion.

a. The Provost's recommendation, if positive, is provided to the President consistent with Section 6.8(e).

b. If the Provost's recommendation is negative, the decision and written justification are provided to the Candidate. Unless overturned on appeal by the President, negative recommendations from the Provost are terminal.

c. The process for appealing a negative recommendation from the Provost is as follows:

1. Within ten (10) days of the Provost's written justification being provided the Candidate may submit a written appeal to the Office of the President (president@floridapoly.edu).

2. Failure to appeal a negative recommendation within the ten (10) day time frame renders the recommendation final and subject to no further review or grievance.

3. Upon receipt of the Candidate's appeal, the President will review the Provost's negative recommendation, the UEC and DEC committee reports, and the Candidate's

packet.

4. The scope of the President's appellate review is limited to correcting errors of judgment or process.

5. Within twenty (20) days of receipt of the Candidate's appeal, the President will render a decision either granting or denying the appeal on its merits.

(3) The Provost's recommendation, Provost's written justification, and the President's decision as a result of the appeal process constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.

(e) **President's Review and Authority.**

The President shall have the sole authority to grant a Candidate's reappointment or promotion and will act upon the request for reappointment or promotion provided by the Provost.

(1) The granting of reappointment or promotion shall be based on the University's criteria, clarifications produced by the Candidate's unit or department, the reports and recommendations of the DEC and UEC, any documents relied upon by the DEC and UEC in creating their reports and recommendations, the Candidate's packet, and the written recommendation of the Provost.

(2) The President will consider the items listed above, noting that the committee reports have provided a strong review of the Candidate and, in his or her best judgment, either:

a. Grant reappointment or promotion, via written notice, within the terms of this contract, or;

b. Deny the request for reappointment or promotion.

(3) If the President's final decision on reappointment or promotion is negative, the President shall provide written justification to the Candidate within twenty (20) days of the decision.

(4) The President's written notice of granting reappointment or promotion (6.8(e)(2)a) and written justification denying the request for reappointment or promotion (6.8(e)(3)), constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.

(f) If a Candidate does not receive a promotion following formal consideration by University Review, the Candidate may not reapply for promotion until after the completion of two (2) additional academic years. This clause shall not unreasonably deny a Candidate their terminal promotion consideration to Associate Professor.

(g) The Candidate being considered for promotion may withdraw from consideration provided that the withdrawal is made before the UEC begins its consideration of the Candidate. Such withdrawal shall be without prejudice and will not render the

390 Candidate ineligible for the next promotional cycle.

391 (h) Promotion Date.

392 (1) Promotions for professors that are granted shall be effective on August 15
393 following the decision date.

394 (2) An individual may use their new title effective upon written notification of
395 their promotion.

396 **6.9 Faculty Reappointment and Promotion Criteria and Clarifications Development.**

397 (a) The awarding of reappointment or promotion shall be based on general University
398 criteria applicable to all faculty and departmental clarifications of those criteria
399 applicable to faculty within specific departments established in accordance with
400 this Article.

401 (b) University Criteria.

402 No later than January 15 of every even-numbered calendar year, the University
403 shall establish the general criteria for the granting of promotion or reappointment
404 and provide that criteria to each Department Chair. If a category of reappointment
405 or promotion criteria is not in place for an upcoming review cycle where a
406 Candidate may request reappointment or promotion, the criteria will be developed
407 to support that cycle.

408 (1) Promotion and reappointment criteria shall consider the performance of the
409 work that the faculty member has been assigned (as reflected in FARE
410 forms) and the faculty member's responsibilities as a member of the
411 University and department community.

412 (2) The University criteria shall broadly recognize and consist of, but are not
413 limited to, the following:

414 a. Instruction, including regular classroom and laboratory teaching,
415 classroom development, effective development/application of new
416 instructional methods, directing thesis or dissertation committees,
417 and other instructional activities;

418 b. Research or other creative activities relevant to the department
419 mission, including scholarly publications, support and advising of
420 graduate students; and

421 c. Service to professional societies and contributions to the University
422 and department.

423 (3) The Criteria shall also include, but are not limited to:

424 a. A demonstrated record of scholarly activity, teaching, and as
425 appropriate, course and/or curriculum development commensurate
426 with the University's mission and relevant academic discipline(s);

427 b. Evidence of a positive and growing reputation in his/her chosen sub-
428 field within the department's mission, and;

c. Promise of continued successful performance.

- (4) The Provost will formally request input from the faculty governing body (currently the Faculty Assembly) in developing the University criteria before providing the finalized University criteria to each department's Chair. Criteria will not be considered final until approved by majority vote of the faculty governing body.

(c) Department Clarifications of University Criteria.

The department clarifications shall provide context for the broader University criteria and:

- (1) Be consistent with university requirements and faculty work assignments;
- (2) Be detailed enough that a reasonable professor should be informed about the expectations for performance or accomplishments which are necessary to earn reappointment or promotion, assuming that the accomplishments are of sufficient quality, quantity, and consistency, and;
- (3) Identify some representative examples of the achievements or performance characteristics which, if the requirement or distinction were met, are appropriate comparisons for reappointment or promotion.

(d) Criteria and Department-Specific Clarification Review Process.

Criteria and department-specific clarifications shall be developed and approved on a biennial cycle according to the following procedures:

(1) Development of Department-Specific Clarifications.

- a. The Provost shall provide a framework for department-specific clarifications and formally charge each Department to develop and maintain written clarifications of the University's reappointment and promotion criteria in terms aligned with the department's discipline(s) and assigned duties, and consistent with University standards.
- b. Upon receiving the University criteria and clarification framework, each Department shall convene to develop clarifications of the University criteria consistent with departmental disciplines in accordance with the procedures outlined herein. Each Department shall complete its review and vote to finalize the department clarifications within twenty-five (25) days of receiving the University's criteria. In a confidential and anonymous vote, if a majority of a department's faculty vote in favor of the proposed department clarifications, the department clarifications are forwarded to the Provost for review and approval. If the majority of a department's faculty do not vote in favor of the proposed department clarifications, the Department shall reconsider the proposed clarifications prior to conducting a second vote within 10 days.

1. If the second vote is also unsuccessful, the proposed clarifications shall be forwarded to the Provost for approval, noting the lack of department faculty support.
2. If a vote does not occur within five (5) days of the Department finalizing the department clarifications, the department clarifications shall be forwarded to the Provost for review, noting that no vote occurred.

(2) Provost Review.

- a. Within ten (10) days of receipt, the Provost shall review the proposed department clarifications to ensure compliance with this Agreement, the mission and goals of the University, and University promotion and reappointment criteria.
- b. The Provost will either approve the proposed department clarifications or return them to the Department for reconsideration.
- c. In the event the Provost returns the proposed department clarifications for reconsideration, the Provost shall provide objections to any such provision in writing.

(3) Department Reconsideration.

Each Department shall reconsider the Provost's written objections and within ten (10) days after receiving them, shall resubmit the proposed written clarifications to the Provost, incorporating all, some, or none of the objections, along with a written explanation and justification for the resubmitted language.

(4) Provost Reconsideration, Revision and Adoption.

The Provost shall reconsider the department clarifications and issue final revisions or approvals with a final adoption of the criteria within seven (7) days after receiving the revised department clarifications.

- (e) The Reappointment and Promotion criteria and departmental clarifications shall be available on the Provost's webpage (<https://floridapoly.edu/provost/>) and at the written request of any faculty member.

6.10 Faculty Non-Reappointment.

- (a) Faculty members on multi-year appointments cannot be terminated during the contract period except for just cause, layoff, or termination of the funding source in the case of soft money appointments.

(b) Reappointment or Promotion Review.

If a faculty member has participated in a reappointment or mandatory promotion review and is not provided with an offer of reappointment or promotion,

- (1) A faculty member with a remaining appointment term of more than one (1) year will be provided written notice of non-reappointment, advising that the existing appointment will not be renewed with no right to continued

employment, or;

(2) A faculty member with a remaining appointment term of less than one (1) year will be provided a notice of non-reappointment that the existing appointment will not be renewed, and the University shall offer a terminal appointment which supersedes the existing appointment and expires one (1) year from the date of the written notice, with no right to continued employment.

(c) If a professor chooses not to participate in a reappointment review, or in the case of an Assistant Professor, chooses not to participate in the promotion process, the professor will be administratively non-reappointed, and the professor's employment shall end on the last date of the professor's existing appointment.

(d) Non-reappointed employees are not eligible to receive any salary increases or bonuses during the notice period.

(e) Non-reappointed employees are not eligible to serve on departmental or university committees without prior approval of the Provost.

(f) Payout option.

(1) At the time of or following issuance of a notice of non-reappointment to any employee, the University may elect in its discretion to pay the employee for all or a portion of the remaining term of the contract, as may be allowed under Florida law.

(2) If the University elects this option, it will pay the employee an amount, less withholding, equal to the salary for that portion of the remaining term of the contract which the University is paying out, and the employee's employment will terminate immediately.

6.11 Assistant Librarians and Wellness Counselors.

(a) Contract duration for appointments and reappointments are as follows:

(1) Assistant Librarian I & Wellness Counselor I.

a. Initial Contract Duration: two (2) years

b. Reappointment Contract Duration: two (2) years

c. Reappointment Cycle: two (2) years.

1. The University will review the Assistant Librarian I and Wellness Counselor I during the second full spring term of employment (or the first spring after four complete terms depending on hire date) and thereafter in the fourth (4th) semester of each contract cycle.

(2) Assistant Librarian II and Wellness Counselor II.

a. Initial Contract Duration: two (2) years

b. Reappointment Contract Duration: three (3) years

1. The University will review the Assistant Librarian II and

550 Wellness Counselor II during the second full spring term
551 after initial promotion and thereafter in the spring of the
552 third year of the reappointment contract.

553 (b) Reappointment Review Requirements & Process

554 (1) Candidate Required Materials.

555 Candidates for reappointment must provide the following materials in their
556 reappointment "packet:"

- 557 a. The Employee Self-Review Worksheet provided by Human
558 Resources;
- 559 b. The Candidate's previous performance reviews;
- 560 c. An updated curriculum vitae, and;
- 561 d. If other materials are used as part of the review, the Candidate will
562 be informed of this information, and be provided ten (10) days to
563 respond to the information.

564 (2) Reappointment Process.

- 565 a. Dates for reappointment notification and submission of materials to
566 Supervisor will coincide with those for Faculty.
- 567 b. Considerations for reappointment include:
 - 568 1. A review of goals, objectives, and accomplishments
569 achieved over the total review period.
 - 570 2. Specific goals, tasks, or assignments derived from
571 annual or periodic evaluations.
 - 572 3. Candidate's likelihood for continued success.
 - 573 4. Any additional criteria established via the process for
574 University Criteria for Reappointment and Promotion
575 established for faculty positions.
- 576 c. Decisions must be considered by the supervisor, the Provost, and the
577 Vice Provost of Student Affairs.
- 578 d. Upon request, the Provost will provide a written justification for the
579 reappointment decision.

580 (c) Promotion Procedure for Assistant Librarians & Wellness Counselors:

581 (1) Employees designated as Assistant Librarian I and Wellness Counselor I
582 are not obligated to seek promotion, nor will they be penalized for not doing
583 so.

584 (2) Available Ranks for Promotion.

- 585 a. Assistant Librarian I to Assistant Librarian II
- 586 b. Wellness Counselor I to Wellness Counselor II

(3) Eligibility for Promotion.

a. Minimum Duration of Employment:

Employees must have served at least 5 successful academic years at their current rank in a full-time capacity, with an overall evaluation rating of "Meets Expectation" for each of those years, in order to qualify for consideration of the next highest rank.

b. Minimum Requirements:

Employees must have been in a position of continued employment and not have been given notice of non-reappointment or termination, and not initially hired at a rank higher.

(4) Promotion Review Requirements & Process.

a. Candidate Required Materials.

b. Candidates for reappointment must provide the following materials in their reappointment "packet:"

1. A personal statement addressing how the Candidate fulfills the responsibilities of the position and advances the mission of the unit and the University;
2. The Candidate's previous performance reviews (including self-evaluations) and other evaluations since initial hire at the University;
3. An updated curriculum vitae, and;
4. If other materials are used as part of the review, the Candidate will be informed of this information, and be provided ten (10) days to respond to the information.

(5) Promotion Process.

a. Dates for Promotion notification and submission of materials to Supervisor will coincide with those for Faculty.

b. Considerations for Promotion include:

1. A review of goals, objectives, and accomplishments achieved over the total review period.
2. Specific goals, tasks, or assignments derived from annual or periodic evaluations.
3. Candidate's likelihood for continued success and appropriate contribution on institutional initiatives.
4. Any additional criteria established via the process for University Criteria for Reappointment and Promotion established for faculty positions.

c. Promotion Decisions.

1. May include inputs from relevant campus stakeholders, such as students, faculty, and other staff.
2. Must be considered by the supervisor, the Provost, and the Vice Provost of Student Affairs.
3. Upon request, the Provost will provide a written justification for the promotion decision.

(d) Non-Reappointment.

- (1) Employees on multi-year appointments cannot be terminated during the contract period except for just cause, layoff, or termination of the funding source in the case of soft money appointments.

- (2) Non-Reappointment at Reappointment or Promotion Review:

If an employee has participated in a reappointment or promotion review and is not provided with an offer of reappointment or promotion, that employee shall receive a terminal, 6-month contract that supersedes any existing contracts.

- (3) Non-reappointed employees are not eligible to receive any salary increases or bonuses during the notice period.

- (4) Non-reappointed employees are not eligible to serve on departmental or university committees without prior approval of the Provost.

- (5) Payout option.

a. At the time of or following issuance of a notice of non-reappointment to any employee, the University may elect in its discretion to pay the employee for all or a portion of the remaining term of the terminal contract, as may be allowed under Florida law.

b. If the University elects this option, it will pay the employee an amount, less withholding, equal to the salary for that portion of the remaining term of the contract which the University is paying out, and the employee's employment will terminate immediately.

6.12 Grievability.

- (a) The University's decision not to offer reappointment or promotion to an employee shall not be considered a disciplinary action.
- (b) The decision to not offer reappointment or promotion is grievable according to Article 11 - Grievance Procedure, as an employee may contest the decision solely because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights.
- (c) For the purposes of a grievance about a faculty reappointment or promotion decision, the scope of materials relied upon the denial of a Candidate's reappointment or promotion is limited to the Candidate's packet, the DEC report

- 663 and recommendation, the UEC report and recommendation, and the Provost's
664 recommendation. The University may not subsequently introduce new grounds for
665 that denial during the grievance process, nor may it assert that there are other,
666 unwritten grounds for that denial.
- 667 (d) The remedy for any grievance filed under this provision, if successful, shall not
668 include an award of reappointment or promotion.
- 669 (e) Such grievances must be filed within thirty (30) days of the Candidate's receipt of
670 the denial of promotion or reappointment from the President as described in
671 6.8(e)(3) or the President's denial of an appeal as described in Section 6.8(d)(2)c.5.
- 672 (f) Reports and recommendations from the DEC, UEC, and Provost shall be available
673 for arbitration proceedings consistent with the requirements described in Florida
674 Polytechnic University Rule 6C13-6.008.

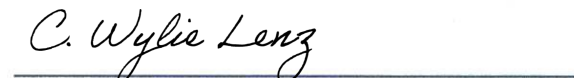
For the University



David Fugett
Chief Negotiator

Date: 9-23-25

For the UFF



C. Wylie Lenz
Chief Negotiator

Date: 9/24/2025

ARTICLE 6– APPOINTMENT & PROMOTION

6.1	General Principles.	1
6.2	Employment Contract.	2
6.3	Faculty Appointment and Reappointment Contract Duration.	3
6.4	Reappointment and Promotion Review Eligibility and Requirements.	4
6.5	Promotion Categories and Eligibility Criteria for Faculty.	6
6.6	Reappointment and/or Promotion Materials for Assistant Professors, Associate Professors, and Professors. (Note: Instructors see Section 6.9)	7
6.7	Reappointment and/or Promotion Process: Types, Notices, and Committee Memberships for Assistant Professors, Associate Professors, and Professors.	8
6.8	Reappointment and Promotion Procedure for Assistant Professors, Associate Professors, and Professors.	11
6.9	Reappointment and Promotion for Instructors, Senior Instructors, Distinguished Instructors, and Professors of Practice.	15
6.10	Development of Reappointment and Promotion Criteria for the Instructor Rank, Professors of Practice, Assistant Professors, Associate Professors, and Professors.	18
6.11	Non-Reappointment of Faculty.	22
6.12	Assistant Librarians and Wellness Counselors.	22
6.13	Grievability.	25

[Amended September 2025]

6.1	General Principles.	2
6.2	Appointment.	3
6.3	Faculty Appointment and Reappointment Duration.	4
6.4	Faculty Promotion Categories and Eligibility.	5
6.5	Faculty Reappointment and Promotion Review Eligibility and Requirements.	8
6.6	Faculty Reappointment or Promotion Materials.	9
6.7	Faculty Reappointment or Promotion Types, Notices, and Committee Memberships.	10
6.8	Faculty Reappointment and Promotion Procedure.	14
6.9	Faculty Reappointment and Promotion Criteria and Clarifications Development.	19
6.10	Faculty Non-Reappointment.	26
6.11	Assistant Librarians and Wellness Counselors.	27

6.12 Grievability.....30

6.1 General Principles.

- ~~(a) The University and UFF recognize that Florida Polytechnic University is a new institution, and as such, both parties accept that flexibility is required as we develop an excellent faculty through the process of appointment and promotion. The University and UFF share the desire to improve the quality of the University in all areas, but particularly in the execution of teaching, research, and service by the faculty. This article balances a recognition of the University's unique history, newness, and current situation with a shared desire for continuous improvement.~~
- ~~(b) Faculty are defined as individuals whose primary responsibilities include teaching, service, and where applicable, research. Faculty included in this contract are designated by ranks of Instructor, Senior Instructor, Distinguished Instructor, Professor of Practice, Assistant Professor, Associate Professor. Every candidate for reappointment Professor, and Professor.~~
- ~~(c) The University and UFF further recognize that reappointment and promotions are an important method by which the University recognizes excellence and rewards its employees' contributions to advancing the mission of the University.~~
- ~~(d) Reappointment and promotion decisions are not determined by any sole factor and are based upon a careful and rigorous assessment that relies upon faculty and administrative review of:~~
- ~~(1) a faculty member's demonstrated teaching, scholarship, research, service contributions, and other work duties, as relevant, at the University;~~
 - ~~(2) the assessment of the faculty member's continued positive contribution to their department and the University; and;~~
 - ~~(3) the faculty member's potential for continued appropriate contributions and growth.~~
- ~~(e) Elements critical to the promotion process include, but may not be limited to:~~
- ~~(1) a faculty member's annual performance evaluations;~~
 - ~~(2) a significant and careful review of credentials by a set of faculty that hold at least the rank sought by the Candidate;~~
 - ~~(3) an external set of recommendations appropriate for that faculty member (excluding instructors and academic professionals) by subject matter experts in the Candidate's field; and;~~
 - ~~(4) administrative review.~~
- ~~(f) Only evidence that directly pertains to the Candidate shall be considered.~~
- ~~(g)(a) Every Candidate for reappointment and/or promotion will be fairly evaluated, and the evaluation process will be maintained to the highest degree of integrity.~~
- (b) Only evidence that directly pertains to the candidate for reappointment or

promotion shall be considered.

~~(c)~~ Reappointment and promotion decisions are not determined by any sole factor and are based upon review of relevant performance and criteria for their positions as described in this contract.

~~(b)(d)~~ Non-reappointments shall not be made in an arbitrary or capricious manner.

~~6.2~~ Employment Contract:

~~6.2~~ All appointments will be made on the University employment contract and signed by the
Appointment.

(a) The President or designee, and the employee- will sign the appointment letter.

(b) No appointment or assignment will create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, except as provided in this Agreement.

(1) No special commitment or conditions offered to new hires shall bind the University indefinitely.

~~(2)~~ A special commitment or condition will be observed unless it is no longer financially or logistically feasible or circumstances have changed enough that it is no longer in the legitimate interests of the University.

~~(3)~~(2) Any special commitment offered to new hires shall explicitly and prominently include notice that the Provost or President may elect not to honor the commitment at any time and entirely at their discretion. Starting with the ratification of this article, any such special commitment that is made without such notice shall be binding for three (3) years unless otherwise stated. If the university decides not to observe a special commitment or condition, the university will inform the employee in a timely manner. Upon the employee's request, the university will provide a written justification of its decision not to observe the special commitment or condition.

(c) Appointments expire on the date set forth in the faculty member's ~~employment contract~~appointment letter. No further notice of cessation of employment is required, unless otherwise provided in this Agreement.

(d) If the University intends to offer a faculty member reappointment, the University will inform the faculty member by June 30 ~~following~~of the academic year in which the reappointment review was conducted.

(e) Resignation.

(1) An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, a minimum of four (4) weeks' notice.

(2) Upon resignation, all current consideration for reappointment and promotion will cease.

6.3 **Faculty Appointment and Reappointment ~~Contract~~ Duration.**

(a) ~~Contract duration~~ Duration for faculty appointments and reappointments are as follows:

(1) Instructor, Senior Instructor, and Professor of Practice

a. Initial ~~Contract~~ duration: ~~two (2)~~ three (3) years

b. ~~Reappointment ~~Contract~~ duration:~~ two (2) years.

c. ~~Promotion ~~Contract~~ duration:~~ Faculty promoted from Instructor to Senior Instructor shall receive an initial appointment contract duration of (3) years.

~~(2)~~ Senior Instructor

a.b. ~~Initial contract~~ duration: three (3) years.

b. ~~Reappointment contract duration:~~ three (3) years.

~~(3)~~ (2) Distinguished Instructor

a. Initial ~~contract~~ duration: ~~five (5)~~ six (6) years.

b. Reappointment ~~contract~~ duration: ~~five (5)~~ six (6) years.

~~(4)~~ Professor of Practice

a. ~~Initial contract duration:~~ three (3) years.

b. ~~Reappointment contract duration:~~ three (3) years.

~~(5)~~ (3) Assistant Professor

a. Initial ~~Contract~~ Duration: three (3) years.

b. Reappointment ~~Contract~~ Duration: three (3) years.

~~(4)~~ Associate Professor

a. Initial Duration:

c. ~~For Candidates ~~Promotion ~~Contract~~ duration:~~ Faculty members promoted from Assistant to Associate Professor shall receive from an appointment ~~Contract~~ duration of six (6) years.~~

~~(6)~~ Associate as an Assistant Professor

Initial ~~Contract~~ Duration: ~~at the University, six (6) years. In other cases, three (3) years, unless the University determines that an initial term of four to six (4) or five (5-6) years is appropriate or warranted. The reason for a longer initial term shall be provided to the UFF upon request.~~

a.b. Reappointment ~~Contract~~ Duration:

1. Three (3) years based upon a ~~Preliminary~~ Departmental

Review (see Section 6.7(a)(1)).

2. Six (6) years based upon a ~~Full~~University Review (see Section 6.7(a)(2)).

~~(5) Professor~~Promotion Contract

a. Initial Duration: Individuals

b. ~~For candidates promoted from Associate Professor to Professor shall receive from an appointment term of as an Associate Professor at the University,~~ six (6) years.

~~(7) Professor~~

~~Initial Contract Duration: In other cases~~ six (6) years, unless the University determines that it is in its best interest to offer an initial contract with a three ~~(3)~~ to five ~~(3-5)~~ year duration.

b. Reappointment Contract Duration: six

Six (6) years when based upon a ~~Full~~University Review (see Section 6.7(a)(2)).

~~6.4 Reappointment and Faculty Promotion Review Eligibility and Requirements:~~

~~(a) Faculty are eligible for Reappointment and Promotion Reviews during the following periods:~~

~~(1) Instructor~~

a. ~~Reappointment Cycle: two (2) years. Instructors receive an Instructor's Review during the spring semester of the final year of their initial appointment and a biennial instructor's review (occurring every two years) thereafter.~~

b. ~~Individuals whose employment did not start at the beginning of the fall semester will have their Instructor's Review delayed to the first spring semester following the completion of a minimum of four (4) full, contiguous fall and spring semesters following their initial appointment.~~

~~(2) Senior Instructor~~

a. ~~Reappointment Cycle: three (3) years after Promotion or initial contract, Senior Instructors receive an Instructor's Review during the spring semester of the final year of their contract as described in section 6.9.~~

~~(3) Distinguished Instructor~~

a. ~~Reappointment Cycle: five (5) years after Promotion or initial contract. Distinguished Instructors receive an Instructor's Review during the spring semester of the final year of their contract as described in section 6.9.~~

~~(4) Professor of Practice~~

- ~~a. Reappointment Cycle: three (3) years after Promotion or initial contract. Professors of Practice receive an Instructor's Review during the spring semester of the final year of their contract as described in section 6.9.~~

~~(5) Assistant Professor~~

~~a. Preliminary Review (see 6.7(a)(1)).~~

- ~~1. Preliminary Review for reappointment begins at the start of the first spring semester following the completion of a minimum of five (5) full, contiguous semesters at the current appointed rank.~~
- ~~2. Individuals whose employment did not start at the beginning of the fall semester will have their Preliminary Review delayed to the first spring semester following the completion of a minimum of five (5) full, contiguous semesters following their initial appointment.~~
- ~~3. Assistant Professors may only be reappointed once and must apply, consistent with the start of the process in the fall semester, for promotion no later than at the completion of six (6) academic years (fall to spring).~~

~~b. Promotion~~

- ~~1. Assistant Professors must be promoted to Associate Professor by the end of their second (2nd) reappointment term, noting Section 6.4(a)(5)a.3 above, in order to receive a contract with a duration greater than a single terminal year.~~
- ~~2.1. The University may, at its sole discretion, permit a faculty member to delay promotion review by granting a maximum one (1) year extension at this rank due to a valid request for FMLA or other appropriate leave.~~
- ~~3.1. Other extensions must be formally agreed upon in writing by both the FPU BOT and UFF FPU.~~
- ~~4. In order to be considered for promotion, a faculty member must have a Full Review as described in Section 6.7(a)(2).~~

~~(6) Associate Professor~~

~~a. Preliminary Review (see Section 6.7(a)(1)).~~

- ~~1. Preliminary review for reappointment is only available to Associate Professors as their first review after their initial~~

appointment if their initial appointment is less than six (6) years.

2. Preliminary Review for reappointment begins at the start of the spring semester of the final year of their contract.

b. ~~Full Review (see Section 6.7(a)(2)).~~

1. Except as described in Section 6.4(a)(6)a.1, Full Reviews are required for reappointment of Associate Professors and must be completed before the expiration date of a Candidate's existing contract.

(I) If an Associate Professor is reappointed based on a preliminary review, all subsequent reappointment reviews are based upon a Full Review.

2. The Full Review may be used, at the Candidate's election, to also request promotion to the rank of Professor.

3. Full Reviews are required for reappointment of Associate Professors and must be completed before the expiration date of a Candidate's existing contract.

(7) ~~Professor~~

- a. Reappointment is based upon a Full Review (see Section 6.7(a)(2)).

6.56.4 Promotion Categories and Eligibility Criteria for Faculty.

- (a) Subject to the requirements set forth herein, faculty holding the rank of Instructor, Senior Instructor, Assistant Professor and Associate Professor shall be eligible to apply for promotion to the next higher rank as follows:

(b) ~~Professional Ranks:~~

(1) Instructor to Senior Instructor.

(2) Senior Instructor to Distinguished Instructor.

(3) Assistant to Associate Professor.

(4) Associate Professor to Professor.

- a. Distinguished Instructors are at their highest rank possible and cannot be promoted.

(3) ~~Professor of Practice.~~

(4)(5) Professors of Practice, and Professors are at their highest rank possible and cannot be promoted.

(5)(1) ~~Assistant to Associate Professor.~~

(6)(1) ~~Associate Professor to Professor.~~

(b) Notice of Intent.

Faculty that seek promotion must declare their intent to seek promotion in writing

to the Provost and their Department Chair, no later than ~~the start of the fall semester~~
~~in~~ September 15th of the academic year in which they will seek promotion.

(c) Minimum Qualifications.

- (1) Faculty (including Instructors) must serve at least five (5) academic years at their current (or higher) rank in order to qualify for promotional consideration to a higher rank.
- (2) At least two (2) of the five (5) immediately preceding academic years must be served at the University.
- (3) A faculty member may seek an exception to these minimum qualifications by submitting a written request to the Provost with a justification for the request. The University, at its discretion, may provide exceptions ~~to these minimum qualifications~~ upon ~~request of a faculty member and~~ approval of ~~their Chair, and~~ the Provost or a designee.

6.5 Faculty Reappointment and/or Promotion Review Eligibility and Requirements

(a) Faculty are eligible for Reappointment and Promotion Reviews during the following periods:

(1) ~~Materials for Assistant Professors, Associate Professors~~Instructors, Senior Instructors, Distinguished Instructors, and Professors. ~~(Note: Instructors of Practice~~

a. Reappointment

1. Instructors, Senior Instructors, Distinguished Instructors and Professors of Practice receive a Departmental Review during the spring semester of the final year of their appointment.

b. Promotion

1. If Instructors or Senior Instructors seek promotion they will receive a University Review (see Section ~~6.9~~ 6.7(a)(2)).
2. Instructors are not required to seek promotion, nor may they be penalized for not seeking promotion.

(2) Assistant Professor

a. Reappointment

1. Assistant Professors receive a University Review (see Section 6.7(a)(2)) during the spring semester of the final year of their appointment.
2. Assistant Professors may only be reappointed once.

b. PromotionThe Candidate submits a “dossier”

1. To be considered for promotion, an Assistant Professor

must have a University Review as described in ~~support~~ Section 6.7(a)(2).

2. Assistant Professors must stand for promotion to Associate Professor by the end of their reappointment ~~or promotion-term.~~
3. The University may, at its sole discretion, permit a faculty member to delay promotion review by granting a maximum one (1) year extension at this rank due to a valid request for FMLA or other appropriate leave.
4. Other extensions must be formally agreed upon in writing by both the FPU-BOT and UFF-FPU.
5. ~~The An~~ unsuccessful promotion review results in a one year terminal appointment

(3) Associate Professor

Reappointment

Departmental Review (see Section 6.7(a)(1))

1. Associate Professors receive a University Review (see Section 6.7(a)(2)) during the spring semester of the final year of their appointment.
2. Associate Professors with initial appointments of less than six (6) years receive a Departmental Review during the spring semester of the final year of their appointment.

b. Promotion

1. University Review (see Section 6.7(a)(2)) may be used, at the Candidate's election, to request promotion to the rank of Professor.

(4) Professor

Reappointment is based upon University Review (see Section 6.7(a)(2)).

6.6 Faculty Reappointment or Promotion Materials.

(a) Dossier for all Faculty.

- (1) The Candidate for reappointment or promotion must submit a dossier using the approved template.
- (2) The approved template, at a minimum must contain:
 - a. A personal statement and evidence demonstrating how the Candidate meets the criteria for reappointment or promotion.
 - b. Performance reviews received since their last reappointment.

c. Institutional Research will provide a summary of courses delivered, student population in courses, Student Assessment of Instruction results, and all student comments. Letters of reference may be included if the candidate wishes, but are not required

(3) Intentional or significant misrepresentations in the dossier shall serve as just cause for termination pursuant to Article 9 – Discipline.

(4) The Provost, in conjunction with representatives from the faculty governing body, shall develop the dossier template and the timeline for its use. The Provost must confirm that the dossier template meets the requirements as specified herein.

(b) Packet²²

The packet²² is the body of material that includes the candidate dossier, ~~letters of reference if required~~, any supplemental information considered by the committees or Provost and the Candidate's response to that supplemental information, and committee recommendations as specified by the process.

~~(d) Candidate Prepared Dossier. A Candidate for reappointment or promotion must prepare a dossier for consideration, which must include: a personal statement from the Candidate and elements that show the Candidate's demonstrated abilities and competencies in teaching, service, and research including performance reviews received since their last reappointment if applicable (if not, all performance reviews received).~~

~~(e) Faculty Dossier contents:~~

~~(1) The faculty dossier is prepared by the faculty member and, within the boundaries of the specified format, must show the Candidate's competencies in teaching, service, and research.~~

~~(2) Intentional or significant misrepresentations contained in the Candidate's dossier shall serve as just cause for termination pursuant to Article 9 – Discipline.~~

~~(f) Faculty Dossier format:~~

~~(1) The Provost shall develop the format and guidelines for the Candidate Prepared Dossier and send them to the Faculty Representative Council ("FRC") for review and comment by February 15 of the spring semester in even numbered calendar years.~~

~~a. The FRC shall review, within fourteen (14) days of receipt, the format and guidelines and shall recommend approval or changes to the Provost.~~

~~b. Should the FRC recommend changes, the Provost shall, within ten (10) days, either accept the changes or give a written justification for not accepting the changes.~~

~~(2) The Candidate Prepared Dossier must follow the final format as finalized~~

by the Provost and faculty are solely responsible for the content within, and production of, the dossier. Review committees may choose to not consider a dossier which does not substantially follow the required format (e.g., a dossier that does not include and clearly identify the relevant sections specified in the dossier format).

~~(g) Reference Letters:~~

~~(1) Reference letters are required for Promotion Reviews and Full Reviews.~~

~~(2) Reference letters are added to the faculty dossier by the provost's office and become a part of the reappointment or promotion packet.~~

~~(3) Letters are not required for promotion to Senior Instructor.~~

~~(4) Reference letters are confidential and will be requested using a template that instructs the external reviewer regarding the materials supplied, and any special considerations, including the University's history, teaching expectations, and research infrastructure. This template will be developed according to and as part of the process laid out in Section 6.6(f)(6).~~

~~(5) Requesting Reference Letters:~~

~~a. A minimum of four (4) reference letters must be requested.~~

~~b. The Candidate "nominates" up to four (4) individuals to provide reference letters.~~

~~c. The Department Evaluation Panel formally requests all external reference letters, which shall include at a minimum two (2) individuals nominated by the Candidate, and a minimum of two (2) letters from individuals not nominated by the Candidate.~~

~~(6) Request for Reference Letter template:~~

~~a. The Provost (or designee) will draft a letter that specifies what materials will be provided to the external referee and provide the letter to the University Evaluation Committee.~~

~~b. The University Evaluation Committee will review the draft, make appropriate revisions, and provide the final draft of the letter to the Department Evaluation Panel for distribution.~~

~~(7) The confidential reference letters shall be included for review with Candidate's dossier and any supplemental materials.~~

~~a. A list of the names of all individuals asked to provide a review and whether any declined to provide this review, and reason given, if any, will also be included in the Packet.~~

~~**6.66.7 Reappointment and/or Promotion Process: Types, Notices, and Committee Memberships for Assistant Professors, Associate Professors, and Professors.**~~

(a) Types of Review Processes.

(1) Preliminary Departmental Review.

- a. A review that ~~does not include external letters and~~ is only conducted by the Department Evaluation ~~Panel~~Committee (as described ~~below~~ in Section ~~6.7(e)); 6.8).~~
- b. Results of this review are provided directly to the Provost for consideration.

Full

(2) University Review.

- a. A review ~~that includes external letters and is~~ conducted by the Department Evaluation ~~Panel~~Committee, then the University Evaluation Committee (as described ~~below~~ in Section ~~6.7(d)); 6.8).~~
- b. Results of the reviews are ~~then~~ provided to the Provost for consideration, except in Sections ~~6.7(d)(2)d & 6.8(e)(5)a. 6.8(d)(2).~~ in which the results of the reviews are directly provided to the President for consideration.

(b) Notice of Review Requirement.

~~(1) — Individuals that All faculty who require a Preliminary Review (as specified in Section 6.7(a)(1)), due to their appointment expiring in the coming year, reappointment review will be notified by May 1st of the requirement for review no later than December 10, prior to the spring semester in which their review must be completed.~~

~~(2) — By the day after final grades are due academic year prior to the academic year when an individual must seek reappointment, the University during which the review will provide notice to professors who:~~

~~a. — must apply for promotion from Assistant to Associate Professor to maintain their appointment, or;~~

~~b. — must participate in a Full Review to renew their appointment.~~

~~(3)(1) The format and guidelines be conducted. This notification will include the template for the Candidate Prepared Dossier, the Promotion or Reappointment Criteria promotion and/or reappointment criteria, and deadlines will be provided to the Candidate within two weeks of their formal notification that must participate in a Full Review. —~~

(1) ~~Within fifteen (15) days of receiving the Notice referenced in 6.7 (b) (3); By September 15th of the year of the review,~~ eligible ~~professors~~faculty will inform the University of their election to apply for promotion or proceed with reappointment.

(2) ~~Candidates All faculty will be informed of the deadline for submitting reappointment or and promotion shall provide dossiers by May 1st of the academic year prior to when the University with their dossier by the~~

~~deadline set forth in the Notice referenced in 6.7 (b) (3). Such dossiers are due.~~

~~(2)(3)~~ The deadline shall not be earlier than ~~September~~December 10.

(c) Department Evaluation ~~Panel (“DEP”)~~Committee (“DEC”) Membership.

(1) ~~DEP~~DEC Chair.

The Department Chair ~~servesserve~~ as the chair of the ~~DEP if the Department Chair holds the appropriate faculty appointment rank.~~DEC

~~a. If the Department Chair does not hold the appropriate rank, the Provost will appoint a chair for the DEP.~~

(2) ~~DEP~~DEC Membership.

~~a. For reviews of Assistant and Associate Professors, the DEPDEC shall consist of faculty of a higher rank than the Candidate within the Candidate’s department. When there is an insufficient number of faculty to meet the minimum requirements for a DEP, the process below will be used to form a DEP.~~

~~b.a. , when possible. There must be a minimum of five (5) qualified (appropriately ranked) individuals serving on the DEPDEC, including the DEC Chair.~~

1. If the number of individuals available to serve on the ~~DEPDEC~~ is less than five (5), the Provost and ~~DEPDEC~~ Chair will each select a faculty member or, if necessary, two (2) faculty members ~~of appropriate rank~~ from another unit at the University to serve on the ~~DEPDEC~~.

~~e.b. Individuals that are in the terminal year of their employment contract (as a result of non-reappointment, resignation, or layoff) or those who received “Needs Improvement” or “Deficient” (or “Unsatisfactory”) in their most recent performance evaluation are not eligible to serve on the DEPDEC, regardless of any pending grievance to challenge such evaluation (See SectionArticle 11.11(a)).~~

~~d.c. A faculty member who is a Candidate for Reappointment may serve on the DEPDEC only with the approval of the Provost and DEPDEC Chair.~~

(d) University Evaluation Committee ~~(“UEC”)~~Membership).

~~(1) — UEC Membership.~~

~~(2)(1)~~ The UEC ~~is~~consists of at least seven (7) members appointed by the Provost from ~~these a nomination pool of at least fourteen (14) eligible faculty members holding the rank “of Associate Professor” from a nomination pool~~ . Professor, Senior Instructor, or Distinguished Instructor approved by the faculty governing body (currently the Faculty Assembly). If the UEC will

consider any Instructors or Senior Instructors for promotion, at least two must be Senior Instructors or Distinguished Instructors, provided by the Faculty Representative Council; however, if there are fewer than eight (8) qualified individuals at the University, all such qualified individuals shall be deemed in the nomination pool at least two eligible faculty members of those ranks.

~~(3)(2)~~ Individuals ~~that are~~ in their terminal year of employment (as a result of non-reappointment, resignation, or layoff), ~~or those who received "Needs Improvement", "Unsatisfactory" or "Deficient" in their most recent performance evaluation,~~ are not eligible to serve on the UEC, ~~regardless of any pending grievance to challenge such evaluation (See Section 11.11(a)).~~

~~(4)(3)~~ In years where an individual is up for reappointment review, he or she may not ~~participate in~~ serve on the UEC.

~~a. Term duration will be staggered to have a "normal" term of three (3) years in length and with overlap in UEC membership so that institutional knowledge for the committee is maintained.~~

~~b. If fewer than four (4) individuals are eligible to staff the UEC, the UEC will be chaired by the Provost with all eligible faculty serving as members.~~

~~(5) Number of UEC Members:~~

~~a. If fewer than ten (10) individuals with the rank Professor are on staff at the University, the UEC will consist of four (4) to six (6) individuals at the discretion of the University.~~

~~b. With ten (10) to twenty (20) Full Professors on staff, the UEC will consist of five (5) to seven (7) individuals at the discretion of the University.~~

~~c. With more than twenty (20) Full Professors on staff, the UEC will consist of seven (7) members.~~

~~d. If, during the review of an individual with rank Professor, if the faculty member's unit does not have a minimum of four (4) individuals with the rank of Professor, the UEC will be the sole reviewing committee for that faculty member.~~

~~e. The UEC must operate in executive session and in total confidentiality.~~

6.76.8 Faculty Reappointment and Promotion Procedure for Assistant Professors, Associate Professors, and Professors.

(a) General ~~Rules~~ Considerations.

(1) Previously Promoted.

The promotion assessment shall be based primarily on the Candidate's performance since the Candidate's last promotion and must include the

Candidate's achievements since they were promoted. —However, in assessing promotion to Professor, consideration of prior to promotion activity shall also be included in the evaluation.

~~(+)(2)~~ Not Previously Promoted.

- a. If the University has not previously promoted the Candidate, the promotion assessment is cumulative and must include consideration of the Candidate's achievements prior to employment at the University.
- b. However, the Candidate's promotion assessment must also establish that the Candidate has continued to progress and achieve in the categories and criteria used for reappointment and/or promotion while employed at the University.

~~(2)~~ Reference Letters for Promotion and Full Reviews.

- ~~a. A single negative reference may not be the sole basis for not reappointing a Candidate or for not promoting a Candidate.~~
- ~~b. Promotion and reappointment decisions shall not be based solely on the reference letters received.~~

~~(3)~~ Department Inputs.

- ~~a. If the DEP includes no members from the Candidate's department, the DEP will request input from the department chair before finalizing its recommendation.~~
- ~~b. If the Department chair is the Candidate and no member from the chair's department is a member of the DEP, the Provost or designee shall select a member of the chair's department to provide input to the DEP before the DEP finalizes their recommendation.~~

(b) DEPDEC Review and Recommendation.

- (1) The University shall provide the Packet (as described in Section 6.6) to the DEPDEC for review.

- ~~(2) For Full Reviews, the DEP will meet to select individuals that will receive requests for reference letters for the Candidate. This meeting should be early in the process to allow time for the receipt of the letters.~~

- ~~(3)(2)~~ The DEPDEC may acquire and review supplemental materials and/or other information as appropriate.

- a. If supplemental materials and/or other information isare used as part of the review, the Candidate will be informed of the use of this information and provided ~~a minimum of seven (7)~~ten (10) days to respond to the information.

- ~~(4)(3)~~ For Preliminary Departmental Reviews, the DEPDEC will prepare and provide a report that is added to the Candidate's packet. —The DEP

~~recommendation~~ DEC report is presented to the Provost directly. ~~Within this report, the DEP may choose to highlight areas of concern and comment on the Candidate's progression towards on-time promotion.~~

~~(5)(4)~~ For ~~Full~~ University Reviews, the ~~DEP~~ DEC will prepare and provide a report that is added to the Candidate's packet. ~~The~~ DEP DEC recommendation is presented to the UEC.

~~(6)(5)~~ The DEP DEC must operate in executive session and in total confidentiality.

~~(7)(6)~~ All DEP DEC reports, recommendations, and work product constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.

(c) UEC Report and Recommendation.

(1) ~~If conducted, the DEP~~ The DEC will add its report to the Candidate's packet ~~which includes the dossier, letters of recommendations, a table listing review requests, the DEP report and recommendation, and any supplemental materials and Candidate responses which were used as part of the decision in the review.~~

(2) The UEC will use the Candidate's packet to consider the reappointment or promotion request.

(3) The UEC may acquire and review supplemental materials and/or other information as appropriate.

a. If supplemental materials and/or other information is used as part of the review at any time during the process, the Candidate ~~candidate~~ will be informed of the use of this information and provided ~~a~~ minimum of seven (7) ten (10) days to respond to the information.

~~(4)~~ ~~Reference letters are to be used as an input to the overall evaluation by the committee.~~

~~a. A single negative reference may not be the sole basis for not reappointing a Candidate or for not promoting a Candidate.~~

~~b. Promotion and reappointment decisions shall not be based solely on the reference letters received.~~

~~(5)(4)~~ The UEC will prepare a report and recommendation that is addressed to the Provost. ~~The~~ UEC report is added to the Candidate's packet.

~~a. If the Provost chairs the UEC, the Provost will not make a recommendation, but will supply a Candidate's Packet, and both the UEC and DEP reports to the President for a final decision.~~

~~(6)(5)~~ All UEC reports, recommendations, and work product constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008. The UEC must operate in total confidentiality.

(d) **Provost's Review and Recommendation.**

- (1) The Provost shall review all procedural and substantive matters for completeness in order to ensure that the ~~DEPDEC~~ and/or UEC (if relevant) have met their responsibilities in this Article.
 - a. If procedural errors or inconsistencies are present in the process, the Provost will send materials back to the appropriate part of the process for correction before making a recommendation regarding the Candidate.
 - b. ~~In rare instances, Should~~ the Provost ~~may~~ acquire and review supplemental materials and/or other information ~~as appropriate for completeness and accuracy~~ and decide to consider the additional material as part of the ~~Candidate's packet~~ Provost's decision, the new material will be provided to the DEC and UEC. The DEC and UEC will have ten (10) days to incorporate the new material into their review and decision at their discretion.
 1. As with the procedures used by the ~~DEPDEC~~ and the UEC, any supplemental materials and/or other information must be disclosed to the Candidate with the same response rights and times as provided in the ~~DEPDEC~~ and UEC review.
 2. If applicable, the supplemental materials and/or other information and the Candidate's response(s) will be appended to the Candidate's packet.
- (2) After ~~a careful~~ review of the reports and recommendations of the ~~DEPDEC~~ and UEC (if applicable), and the Candidate's packet, the Provost, in his or her best judgment, shall make a positive or negative recommendation in writing as to the Candidate's reappointment or promotion.
 - a. The Provost's recommendation, if positive, is provided to the President consistent with Section 6.8(e).
 - b. If the Provost's recommendation is negative, the decision and written justification are provided to the Candidate. Unless overturned on appeal by the President, negative recommendations from the Provost are terminal.
 - c. The process for appealing a negative recommendation from the Provost is as follows:
 1. Within ten (10) days of the Provost's written justification being provided the Candidate may submit a written appeal to the Office of the President ~~(president@floridapoly.edu).~~
(president@floridapoly.edu).
 2. Failure to appeal a negative recommendation within the ten (10) day time frame renders the recommendation

final and subject to no further review or grievance.

3. Upon receipt of the Candidate's appeal, the President will review the Provost's negative recommendation, the UEC and ~~DEPDEC~~ committee reports, and the Candidate's packet.
4. The scope of the President's appellate review is limited to correcting errors of judgment or process.
5. Within twenty (20) days of receipt of the Candidate's appeal, the President will render a decision either granting or denying the appeal on its merits.

- (3) The Provost's recommendation, Provost's written justification, and the President's decision as a result of the appeal process constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.

(e) President's Review and Authority.

The President shall have the sole authority to grant a Candidate's reappointment or promotion and will act upon the request for reappointment or promotion provided by the Provost.

~~(4)~~(1) The granting of reappointment or promotion shall be based on the University's criteria, clarifications produced by the Candidate's unit or department, the reports and recommendations of the ~~DEPDEC~~ and UEC, any documents relied upon by the ~~DEPDEC~~ and UEC in creating their reports and recommendations, the Candidate's packet, and the written recommendation of the Provost.

~~(5)~~(2) The President will consider the items listed above, noting that the committee reports have provided a strong review of the Candidate and, in his or her best judgment, either:

- a. ~~grant~~Grant reappointment or promotion, via written notice, within the terms of this contract, or;
- b. ~~deny~~Deny the request for reappointment or promotion.

~~(6)~~(3) If the President's final decision on reappointment or promotion is negative, the President shall provide written justification to the Candidate within twenty (20) days of the decision.

~~(7)~~(4) The President's written notice of granting reappointment or promotion (~~6.8(e)(2)~~6.8(e)(2)a) and written justification denying the request for reappointment or promotion (~~6.8(e)(3)~~6.8(e)(3)), constitute faculty evaluative information and/or limited-access records, pursuant to Florida Polytechnic University Rule 6C13-6.008.

~~(e)(f)~~ If a Candidate does not receive a promotion following formal consideration by ~~full~~ reviewUniversity Review, the Candidate may not reapply for promotion until after the completion of two (2) additional academic years. This clause shall not

unreasonably deny a Candidate their terminal promotion consideration to Associate Professor.

~~(f)~~(g) The Candidate being considered for promotion may withdraw from consideration provided that the withdrawal is made before the UEC begins its consideration of the Candidate. Such withdrawal shall be without prejudice and will not render the Candidate ineligible for the next promotional cycle.

~~(g)~~(h) Promotion Date.

- (1) Promotions for professors that are granted shall be effective on August 15 following the decision date.
- (2) An individual may use their new title effective upon written notification of their promotion.

6.8 — Faculty Reappointment and Promotion for Instructors, Senior Instructors, Distinguished Instructors, and Professors of Practice.

~~(a) — Reappointment & Promotion Materials:~~

~~(1) — Reappointment Materials: Instructors must submit the following materials to be considered for reappointment:~~

- ~~a. — Candidate personal statement~~
- ~~b. — Updated, current curriculum vitae~~
- ~~c. — Last two (2) faculty activity reports~~
- ~~d. — Last two (2) reviews from department chair~~

~~(2) — Promotion (Instructor to Senior Instructor) Materials: Instructors must submit the following materials to be considered for Promotion to Senior Instructor:~~

- ~~a. — Candidate personal statement~~
- ~~b. — Updated, current curriculum vitae~~
- ~~c. — Teaching portfolio~~
- ~~d. — Last two (2) faculty activity reports~~
- ~~e. — Last two (2) reviews from department chair~~

~~(3) — Reappointment of Senior Instructor: Senior Instructors must submit the following materials to be considered for reappointment:~~

- ~~a. — Candidate personal statement to include update of activity since promotion or last reappointment~~
- ~~b. — Updated Curriculum Vitae~~
- ~~c. — Last three (3) faculty activity reports~~
- ~~d. — Last three (3) reviews from department chair~~

~~(4) — Promotion (Senior Instructor to Distinguished Instructor) Materials: Senior~~

Instructors must submit the following materials to be considered for Promotion to Distinguished Instructor:

- a. Candidate personal statement
- b. Updated, current curriculum vitae
- c. Teaching portfolio
- d. Last three (3) faculty activity reports
- e. Last three (3) reviews from department chair

(5) Reappointment of Distinguished Instructor: Distinguished Instructors must submit the following materials to be considered for reappointment:

- a. Candidate personal statement to include update of activity since promotion or last reappointment
- b. Updated Curriculum Vitae
- c. Last five (5) faculty activity reports
- d. Last five (5) reviews from department chair

(6) Reappointment of Professor of Practice: Professors of Practice must submit the following materials to be considered for reappointment:

- a. Candidate personal statement to include update of activity since promotion or last appointment
- b. Updated Curriculum Vitae
- c. Last three (3) faculty activity reports
- d. Last three (3) reviews from department chair
- e. Other materials relevant to this faculty members contributions to the University

(b) Reappointment and Promotion: Types, Notices, and Criteria

(1) Types:

- a. Faculty at the instructor level undergo reappointment reviews and promotion review (if eligible and by choice of the Candidate).

~~1. Instructors are not required to seek promotion, nor may they be penalized for not seeking promotion.~~

- b. Once promoted, Senior Instructors likewise undergo reappointment reviews, as do Distinguished Instructors.

(2) Notice of Reappointment requirement will take place consistent with the notification requirement for other faculty.

(3) Criteria for Instructor, Senior Instructor, Distinguished Instructor and Professor of Practice reappointment and promotion will be developed through the process outlined below in Section 6.10.

~~(e) — Review Panel and Committees for Instructor Level rank Reappointments and Promotion (ranks are Instructor, Senior Instructor, and Distinguished Instructor).~~

~~(1) — Instructor DEP: Shall consist of the department DEP and one (1) out of department Distinguished Instructor or Senior Instructor chosen by the Provost. If there is no out of department Senior Instructor, the Provost will appoint one out of department faculty member with the rank Associate professor or higher to serve on the instructor DEP.~~

~~(2) — Instructor UEC: Shall consist of the UEC plus one (1) Distinguished Instructor or Senior Instructor. If there is no individual with the rank Senior Instructor, the Provost will choose one (1) Associate Professor from outside the Instructor's department.~~

~~(d) — Reappointment and/or Promotion Process, the Instructor Review:~~

~~(1) — The Instructor DEP and Instructor UEC follow the same process as they do for other faculty, except there is no outside letter requirement for Instructor promotion, Senior Instructor promotion or Senior Instructor reappointment, or Distinguished Instructor reappointment.~~

~~(2) — For reappointment reviews of Instructors and Senior Instructors, the Instructor DEP provides its report directly to the Provost.~~

~~(3) — Every third (3rd) reappointment review for Instructors, Senior Instructors, and Distinguished Instructors requires an evaluation by the Instructor UEC.~~

~~(4) — Promotion reviews for Instructors and Senior Instructors require an evaluation by the Instructor UEC.~~

~~(5) — Provost Review and Recommendation:~~

~~a. — Both Instructor DEP and Instructor UEC reviews for Instructors and Senior Instructors culminate in either a positive or negative recommendation by the Provost as described in Section 6.8(d)(2).~~

~~b. — These processes shall be consistent with that outlined for other faculty in Section 6.8(d).~~

~~(6) — President's Review and Authority: Actions on reappointments and promotions by the President and Provost will be acted upon in the same manner as described in Section 6.8(e).~~

~~(e) — Reappointment Process, Professor of Practice Review:~~

~~(1) — The Professor of Practice reappointment process follows the same process as that for Distinguished Instructor.~~

~~(2) — Every third (3rd) reappointment review for Professors of Practice requires an evaluation by the Instructor UEC.~~

~~(3) — Provost Review and Recommendation:~~

~~a. — Reviews for Professors of Practice culminate in either a positive or negative recommendation by the Provost as described in Section 6.8(d)(2).~~

~~b. — These processes shall be consistent with that outlined for other faculty in Section 6.8(e).~~

~~(4) — President's Review and Authority. Actions on reappointments by the President and Provost will be acted upon in the same manner as described in Section 6.8(e).~~

6.9 and Clarifications Development of Reappointment and Promotion Criteria for the Instructor Rank, Professors of Practice, Assistant Professors, Associate Professors, and Professors.

(a) The awarding of reappointment or promotion shall be based on ~~written~~general University criteria, ~~which are applicable to all faculty and departmental clarifications of those criteria applicable to faculty within specific departments established by the University and developed by each department in accordance to with~~ this Article.

(b) University Criteria.

No later than January 15 of every even-numbered calendar year, the University shall establish the general criteria for the granting of promotion or reappointment, and provide that criteria to each ~~department's~~Department Chair. If a category of reappointment or promotion criteria is not in place for an upcoming review cycle where a Candidate may request reappointment or promotion, the criteria will be developed to support that cycle.

(1) Promotion and reappointment criteria shall consider the performance of the work that the ~~professor~~faculty member has been assigned (as reflected in FARE forms), ~~criteria for each rank as set forth in the most recent, BOT-approved Faculty Handbook,~~ and the faculty member's responsibilities as a member of the University and department community.

(2) The University criteria shall broadly recognize and consist of, ~~but are not limited to,~~ the following:

a. Instruction, including regular classroom and laboratory teaching, classroom development, effective development/application of new instructional methods, directing thesis or dissertation committees, and other instructional activities;

b. Research or other creative activities relevant to the department mission, including scholarly publications, support and advising of graduate students; and

c. Service to professional societies and contributions to the University and department.

(3) The ~~criteria~~Criteria shall also include, but are not limited to:

a. ~~a~~A demonstrated record of scholarly activity, teaching, and as appropriate, course and/or curriculum development commensurate with the University's mission and relevant academic discipline(s);

b. ~~evidence~~Evidence of a positive and growing reputation in his/her chosen sub-field within the department's mission, and;

c. ~~promise~~Promise of continued successful performance.

(4) The Provost will formally request input from the ~~FRC as to~~faculty governing body (currently the Faculty Assembly) in developing the University criteria before providing the finalized University criteria to each department's Chair. Criteria will not be considered final until approved by majority vote of the faculty governing body.

(c) Department Clarifications of University Criteria.

The department clarifications, ~~described in this section~~ shall provide context for the broader University criteria and:

~~(5)(1)~~ beBe consistent with university requirements and faculty work assignments;

~~(6)(2)~~ beBe detailed enough that a reasonable professor should be informed about the expectations for performance or accomplishments which are necessary to earn reappointment or promotion, assuming that the accomplishments are of sufficient quality, quantity, and consistency, and;

~~(7)(3)~~ identifyIdentify some representative examples of the achievements or performance characteristics which, if the requirement or distinction were met, are appropriate comparisons for reappointment or promotion.

~~(b)(d)~~ Criteria and Department-Specific Clarification Review Process. ~~Criteria and department specific clarifications shall be developed and approved on a bi annual cycle according to the following procedures:~~

~~(1) Department Committee Formation~~Criteria and Membership.

~~a. The Committee shall consist of:~~

~~1. the Vice Provost of Academic Affairs (or Provost designee);~~

~~2. Department Chair of each respective department, and;~~

~~3. two (2) faculty members from the department, at least one (1) holding the most senior rank in the department, subject to the limitations below in 6.10(d)(1)e.~~

~~b. In years during which the clarifications are reviewed, department faculty shall select their two (2) representative faculty members during the first week of the fall semester.~~

~~c. Exceptions to Department Committee Membership.~~

~~1. The Department Committee requires senior ranking membership, followed by overall membership. If a~~

~~department has three (3) or more senior ranking faculty members; a senior ranking faculty member that will be reviewed in the next academic year's review cycle may not serve on the Department Committee.~~

~~2. Similarly, if a department has more than ten (10) faculty members, a junior ranking faculty member that will be reviewed for reappointment in the next academic year's review cycle may not serve on the departmental committee.~~

~~3. Faculty members that have resigned, received a notice of non-reappointment or notice of layoff, instructors, and visiting/adjunct faculty are not eligible to serve on the Department Committee or participate in the Department Committee selection process.~~

~~However, Instructors who have served in a full time capacity for at least the most recent five (5) consecutive years are eligible to serve on or participate in the Department Committee selection process as it relates to the development of department-specific clarifications for instructors.~~shall be developed and approved on a biennial cycle according to the following procedures:

~~(2)~~(1) Development of Department-Specific Clarifications.

a. The Provost shall provide a framework for department-specific clarifications and formally charge ~~the~~each Department ~~Committee~~ to develop and maintain written clarifications of the University's reappointment and promotion criteria in terms aligned with the department's discipline(s) and assigned duties, and consistent with University standards ~~as established in the most recent BOT-approved version of the Faculty Handbook.~~

~~b.~~ Upon receiving the University criteria and clarification framework, ~~the~~each Department ~~Committee~~ shall convene to develop clarifications of the University criteria consistent with ~~the~~ department~~departmental~~ disciplines in accordance with the procedures outlined herein.

~~c.~~ ~~The Each~~ Department ~~Committee~~ shall complete its review and vote to finalize the department clarifications within ~~fifteen (15)~~twenty-five (25) days of receiving the University's criteria.

~~(3) Department Faculty Vote.~~ Within ten (10) days of the Committee finalizing the department clarifications, the department faculty shall conduct In a confidential and anonymous vote ~~on said clarifications.~~

~~a.~~ Faculty that are in their terminal year of employment (as a result of non-reappointment, resignation, or layoff), visiting/adjunct faculty, and instructors are not eligible to vote on the clarifications. Instructors and Senior Instructors, however, are eligible to vote on the department specific clarifications for instructors.

b. ~~If, if~~ a majority of a department's faculty vote in favor of the proposed department clarifications, the department clarifications are forwarded to the Provost for review and approval. ~~If the majority of a department's faculty do not vote in favor of the proposed department clarifications, the Department shall reconsider the proposed clarifications prior to conducting a second vote within 10 days.~~

~~e. If the majority of a department's professors do not vote in favor of the proposed department clarifications, the Department Committee shall reconsider the proposed clarifications prior to conducting a second vote.~~

~~1. The Department Committee shall have five (5) days to reconsider the proposed clarifications and conduct a second vote within five (5) days of finalizing the second round of department clarifications.~~

~~2.1.~~ If the second vote is also unsuccessful, the proposed clarifications shall be forwarded to the Provost for approval, noting the lack of department faculty support.

~~3.2.~~ If a vote does not occur within five (5) days of the ~~Committee~~Department finalizing the department clarifications, the department clarifications shall be forwarded to the Provost for review, noting that no vote occurred.

(2) Provost Review.

~~d.a.~~ Within ten (10) days of receipt, the Provost shall review the proposed department clarifications to ensure compliance with this Agreement, the mission and goals of the University, and University standards as established in the most recent, BOT-approved version of the Faculty Handbook promotion and reappointment criteria.

~~e.b.~~ The Provost will either approve the proposed department clarifications, or return them to the ~~Committee~~Department for reconsideration.

~~f.c.~~ In the event the Provost returns the proposed department clarifications to the ~~Committee~~ for reconsideration, ~~he/she~~the Provost shall provide objections to any such provision in writing.

(3) ~~Committee~~Department Reconsideration. The

Each Department-~~Committee~~ shall reconsider the Provost's written objections and within ten (10) days after receiving them, shall resubmit the proposed written clarifications to the Provost, incorporating all, some, or none of the objections, along with a written explanation and justification for the resubmitted language.

(4) Provost Reconsideration, Revision and Adoption.

The Provost shall reconsider the department clarifications and issue final revisions or approvals with a final adoption of the criteria within seven (7) days after receiving the revised department clarifications.

~~(e) Changes in Criteria for Reappointment and Promotion for Professors:~~

~~(1) Following the Provost's approval adoption of the final criteria, the University may modify the approved University criteria for reappointment and promotion so long as the UFF has been notified of the proposed changes and been offered an opportunity to discuss such changes in consultation with the President or designee.~~

~~(2) Changes to discipline specific departmental clarifications may only be considered if changes to the University criteria have been made as described in (e)(1). Such changes to discipline specific criteria shall be developed and approved according to the process outlined in 6.10(d)(2).~~

~~(d)(e) Access to Criteria-~~ The Reappointment and Promotion criteria and departmental clarifications shall be available on the Provost's webpage (<https://floridapoly.edu/provost/>) and ~~for~~ at the written request of any faculty member.

6.10 Faculty Non-Reappointment ~~of Faculty.~~

(a) Faculty members on multi-year appointments cannot be terminated during the contract period except for just cause, layoff, or termination of the funding source in the case of soft money appointments.

(b) Reappointment or Promotion Review. ~~If a faculty member has participated in a reappointment or promotion review and is not provided with an offer of reappointment or promotion,~~

If a faculty member has participated in a reappointment or mandatory promotion review and is not provided with an offer of reappointment or promotion,

(1) A faculty member with a remaining ~~contract~~appointment term of more than one (1) year will be provided written notice of non-reappointment, advising that the existing ~~contract~~appointment will not be renewed with no right to continued employment, or;

(2) ~~a~~A faculty member with a remaining ~~contract~~appointment term of less than one (1) year will be provided a notice of non-reappointment that the existing ~~contract~~appointment will not be renewed, and the University shall offer a terminal ~~contract~~appointment which supersedes the existing ~~contract~~appointment and expires one (1) year from the date of the written notice, with no right to continued employment.

(c) If a professor chooses not to participate in a reappointment review, or in the case of an Assistant Professor, chooses not to participate in the promotion process, the

professor will be administratively non-reappointed, and the professor's employment shall end on the last date of the professor's existing ~~contract~~ appointment.

- (d) Non-reappointed employees are not eligible to receive any salary increases or bonuses during the notice period.
- (e) Non-reappointed employees are not eligible to serve on departmental or university committees without prior approval of the Provost.
- (f) Payout option.
 - (1) At the time of or following issuance of a notice of non-reappointment to any employee, the University may elect in its discretion to pay the employee for all or a portion of the remaining term of the contract, as may be allowed under Florida law.
 - (2) If the University elects this option, it will pay the employee an amount, less withholding, equal to the salary for that portion of the remaining term of the contract which the University is paying out, and the employee's employment will terminate immediately.

6.11 Assistant Librarians and Wellness Counselors.

- (a) Contract duration for appointments and reappointments are as follows:
 - (1) Assistant Librarian I & Wellness Counselor I.
 - a. Initial Contract Duration: two (2) years
 - b. Reappointment Contract Duration: two (2) years
 - c. Reappointment Cycle: two (2) years.
 - 1. The University will review the Assistant Librarian I and Wellness Counselor I during the second full spring term of employment (or the first spring after four complete terms depending on hire date) and thereafter in the fourth (4th) semester of each contract cycle.
 - (2) Assistant Librarian II and Wellness Counselor II.
 - a. Initial Contract Duration: two (2) years
 - b. Reappointment Contract Duration: three (3) years
 - 1. The University will review the Assistant Librarian II and Wellness Counselor II during the second full spring term after initial promotion and thereafter in the spring of the third year of the reappointment contract.
- (b) Reappointment Review Requirements & Process
 - (1) Candidate Required Materials: ~~Candidates for reappointment must provide~~

the following materials in their reappointment “packet.”

Candidates for reappointment must provide the following materials in their reappointment “packet:”

- a. The Employee Self-Review Worksheet provided by Human Resources;
- b. The Candidate’s previous performance reviews;
- c. An updated curriculum vitae, and;
- d. If other materials are used as part of the review, the Candidate will be informed of this information, and be provided ~~a minimum of five~~ (5) ten (10) days to respond to the information.

(2) Reappointment Process.

- a. Dates for reappointment notification and submission of materials to Supervisor will coincide with those for Faculty.
- b. Considerations for reappointment include:
 1. A review of goals, objectives, and accomplishments achieved over the total review period.
 2. Specific goals, tasks, or assignments derived from annual or periodic evaluations.
 3. Candidate’s likelihood for continued success.
 4. Any additional criteria established via the process for University Criteria for Reappointment and Promotion established for faculty positions.
- c. Decisions must be considered by the supervisor, the Provost, and the Vice Provost of Student Affairs.
- d. Upon request, the Provost will provide a written justification for the reappointment decision.

(c) Promotion Procedure for Assistant Librarians & Wellness Counselors:

- (1) Employees designated as Assistant Librarian I and Wellness Counselor I are not obligated to seek promotion, nor will they be penalized for not doing so.
- (2) Available Ranks for Promotion.
 - a. Assistant Librarian I to Assistant Librarian II
 - b. Wellness Counselor I to Wellness Counselor II
- (3) Eligibility for Promotion.
 - a. Minimum Duration of Employment:

Employees must have served at least 5 successful academic years at their current rank in a full-time capacity, with an overall evaluation rating of “Meets Expectation” for each of those years, in order to qualify for consideration of the next highest rank.

b. Minimum Requirements:

Employees must have been in a position of continued employment and not have been given notice of non-reappointment or termination, and not initially hired at a rank higher.

(4) Promotion Review Requirements & Process.

a. Candidate Required Materials: ~~Candidates for reappointment must provide the following materials in their reappointment “packet.”~~

b. Candidates for reappointment must provide the following materials in their reappointment “packet:”

1. A personal statement addressing how the Candidate fulfills the responsibilities of the position and advances the mission of the unit and the University;
2. The Candidate’s previous performance reviews (including self-evaluations) and other evaluations since initial hire at the University;
3. An updated curriculum vitae, and;
4. If other materials are used as part of the review, the Candidate will be informed of this information, and be provided a minimum of five (5) (Ten (10)) days to respond to the information.

(5) Promotion Process.

a. Dates for Promotion notification and submission of materials to Supervisor will coincide with those for Faculty.

b. Considerations for Promotion include:

1. A review of goals, objectives, and accomplishments achieved over the total review period.
2. Specific goals, tasks, or assignments derived from annual or periodic evaluations.
3. Candidate’s likelihood for continued success and appropriate contribution on institutional initiatives.
4. Any additional criteria established via the process for University Criteria for Reappointment and Promotion established for faculty positions.

c. Promotion Decisions.

1. May include inputs from relevant campus stakeholders, such as students, faculty, and other staff.
2. Must be considered by the supervisor, the Provost, and the Vice Provost of Student Affairs.
3. Upon request, the Provost will provide a written justification for the promotion decision.

(d) Non-Reappointment.

- (1) Employees on multi-year appointments cannot be terminated during the contract period except for just cause, layoff, or termination of the funding source in the case of soft money appointments.

~~(2)~~ Non-Reappointment at Reappointment or Promotion Review:

If an employee has participated in a reappointment or promotion review and is not provided with an offer of reappointment or promotion, that employee shall receive a terminal, 6-month contract that supersedes any existing contracts.

- ~~(2)~~(3) Non-reappointed employees are not eligible to receive any salary increases or bonuses during the notice period.

- ~~(3)~~(4) Non-reappointed employees are not eligible to serve on departmental or university committees without prior approval of the Provost.

~~(4)~~(5) Payout option.

- a. At the time of or following issuance of a notice of non-reappointment to any employee, the University may elect in its discretion to pay the employee for all or a portion of the remaining term of the terminal contract, as may be allowed under Florida law.
- b. If the University elects this option, it will pay the employee an amount, less withholding, equal to the salary for that portion of the remaining term of the contract which the University is paying out, and the employee's employment will terminate immediately.

6.12 Grievability.

- (a) The University's decision not to offer reappointment or promotion to an employee shall not be considered a disciplinary action.
- (b) The decision to not offer reappointment or promotion is grievable according to Article 11 - Grievance Procedure, as an employee may contest the decision solely because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights.
- (c) For the purposes of a grievance about a faculty reappointment or promotion decision, the scope of materials relied upon the denial of a Candidate's reappointment or promotion is limited to the Candidate's packet, the ~~DEPDEC~~ report and recommendation, the UEC report and recommendation, and the Provost's recommendation. The University may not subsequently introduce new

- 1174 grounds for that denial during the grievance process, nor may it assert that there are
1175 other, unwritten grounds for that denial.
- 1176 (d) The remedy for any grievance filed under this provision, if successful, shall not
1177 include an award of reappointment or promotion.
- 1178 (e) Such grievances must be filed within thirty (30) days of the Candidate's receipt of
1179 the denial of promotion or reappointment from the President as described in
1180 ~~6.8(e)(3)~~ 6.8(e)(3) or the President's denial of an appeal as described in Section
1181 6.8(d)(2)c.5.
- 1182 (f) Reports and recommendations from the ~~DEPDEC~~, UEC, and Provost shall be
1183 available for arbitration proceedings consistent with the requirements described in
1184 Florida Polytechnic University Rule 6C13-6.008.

Field Code Changed

For the University

For the UFF

David Fugett

C. Wylie Lenz

Chief Negotiator

Chief Negotiator

Date:

Date:

ARTICLE 7
ASSIGNMENT OF RESPONSIBILITIES
[Amended September 2025]

- 7.1 Policy.** The University and UFF agree that the assignment of responsibilities to faculty members is one of the mechanisms by which the University establishes its priorities, carries out its mission, and creates opportunities to increase the quality and integrity of its academic programs.
- 7.2 Faculty Assignment.** Teaching, research, and service are integral parts of a faculty member's assignment. Instructors are not assigned research.
- (a)** The University and UFF recognize that there are legitimate differences in faculty development needs within the academic and university community, in interests and areas of expertise among faculty members, in conventions among academic disciplines, in academic program needs, and in the needs of units employing faculty members.
 - (1)** A prescriptive, rigid, and uniform formula that inflexibly dictates annual workloads for individual faculty is not conducive to responding to these differences.
 - (2)** This Agreement is intended to provide assignment flexibility, allowing for shifts in the emphasis placed on various duties throughout a faculty member's career.
 - (b)** A faculty member cannot work off-campus in a manner that materially affects their ability to perform their duties, including those that involve interaction with students, other faculty, and staff.
 - (c)** The University shall make a reasonable and good faith effort, consistent with other provisions of this Agreement, to provide faculty members with the necessary facilities and resources for carrying out their assigned duties and responsibilities.
 - (d)** Faculty members receive their assignments of duties and responsibilities, in writing, from the University prior to the beginning of each new semester.
 - (1)** Assignments generally include instruction, research, and service activities.
 - (2)** Research and service may be assigned on a more flexible basis.
- 7.3 Considerations in Assignments for Faculty.**
- (a)** The University and UFF recognize that the Legislature has described the minimum full academic assignment as a minimum of twelve (12) contact hours and that exceptions to this teaching load (for research/scholarship/creative activity and service) are at the discretion of university management.
 - (b)** The workload for a course will be determined by the credit hour and faculty assignments will be based on a credit hour minimum and maximum.

- (c) The University and UFF also recognize that professional obligations undertaken by a faculty member will often be broader than that minimum and are not easily quantifiable.
- (d) The University and UFF recognize that it is management's responsibility to determine and assign faculty members their workload.
- (e) An employee who does not have sufficient workload is expected to work collaboratively with their supervisor to identify opportunities to be fully utilized.
- (f) The University also recognizes that, to ensure quality of instruction and provide opportunities for appropriate professional development, faculty should be assigned more than twelve (12) credit hours of work in a fall or spring semester only in unusual circumstances.
 - (1) Any assignment of responsibilities that exceeds fifteen (15) credit hours in a fall or spring semester will be considered an overload.
 - (2) Any assignment that exceeds twelve (12) credit hours in teaching (classroom instruction and teaching buyouts) for a fall or spring semester will be considered an overload.
 - (3) When making assignments, the Chair should consider a credit hour of independent research, directed research, service, or instructional development as roughly equivalent to three (3) or four (4) hours of work per week over a fall or spring semester.
- (g) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation and to determine the relative proportion of effort a faculty member may be required to expend on the various components.
- (h) Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other instructional activities, such as laboratories, field experiences, and internships, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.
- (i) Faculty will be provided an opportunity to express their preference for their assignment of responsibilities, including which courses that they would like to teach and their preferred schedules for course delivery that adhere to University established course scheduling standards.
- (j) When assigning courses and other responsibilities, the Chair, or in the absence of Chair, the Director or Provost, will consider these requests in addition to other considerations such as workload assignment fairness, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.
- (k) The Chair shall inform the faculty member of their course and service assignments and shall offer the faculty member the opportunity to discuss their overall course and service assignments.

7.4 Assignment Notification

- (a) Faculty preference for schedules and courses**
 - (1)** Department Chairs will endeavor to ask faculty at the end of week three what courses they would prefer to teach, and their preferred schedules for teaching.
 - (2)** Faculty will provide their input at the end of week four on their course and schedule preferences.
 - (3)** When scheduling courses, availability of rooms and managing course availability for students, including managing course conflicts shall take priority over faculty preference.
 - (4)** Faculty may request a meeting with their chair regarding their course assignment. Meetings should be requested before the opening of course registration. If practical, the chair will meet with faculty members who request a meeting.
- (b) Communication of Assignment to Faculty**
 - (1)** A tentative assignment of responsibilities, including the modalities for all courses to be taught, for the fall semester shall be provided no later than July 15.
 - (2)** A tentative assignment of responsibilities, including the modalities for all courses to be taught, for the spring semester shall be provided no later than November 20.
 - (3)** Assignments include the course modality, which is solely determined by the University.
 - (4)** The faculty member shall be notified of the final assignment, including the modalities of all courses to be taught, in writing no later than two (2) weeks in advance of the starting date of each semester. A faculty member's assignment for the spring semester shall also include the end date for their academic year contract (i.e. when nine-month faculty go "off contract"). Alternatively, the university may inform the faculty as a body in writing of the academic year end date by the end of the first week of classes during the spring semester.
 - (5)** The faculty member shall receive their draft Faculty Assignment of Responsibilities and Effort (FARE) Report no later than the Monday of the third full week of classes during the fall and spring semesters.
 - (6)** New faculty members shall be informed of assigned duties as soon as practicable.
- (c) Change in Assignment**
 - (1)** If it should become necessary to make changes in a faculty member's assignment, the person responsible for making the change shall notify the faculty member as soon as practicable prior to making such changes and shall specify the changes and the reason for the changes in writing.

- (2) The University shall make a good faith effort not to change a faculty member's teaching assignment, including a change in course modality, fewer than two (2) weeks prior to the beginning of the semester.
- (3) If a faculty member has been assigned or reassigned a course or a course's modality has been changed fewer than two (2) weeks prior to the beginning of the semester, such circumstances will be taken into account when reviewing the faculty members' performance.

7.5 Equitable Opportunity. To the extent feasible, each faculty member will be given assignments that provide equitable opportunities in relation to other faculty members, to meet required criteria for annual evaluations, reappointment, and promotion.

7.6 Resolutions of Assignment Disputes.

- (a) A faculty member shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns. The conference shall occur within five days of the request. If the person responsible for making the assignment is unavailable in this time period, the Provost or designee will conduct the meeting.
 - (1) If the conference with the person responsible for making the assignment does not resolve the faculty member's concerns, the faculty member shall be granted, upon written request, an opportunity to discuss those concerns with the Provost or designee.
 - a. The written submission shall not exceed a single page, double-spaced, in Times New Roman 12-point font.
 - b. The written request must be received no later than three (3) days after the initial conference with the person responsible for making the assignment.
 - c. This discussion will be held within three (3) days of receipt of the written request.
 - (2) A final decision shall be rendered within seven (7) calendar days of the Division Director or Provost (or designee) receiving the faculty member's written request.
 - (3) The faculty member shall perform the assignment until the final resolution of the matter as prescribed in this Agreement.
- (b) The parties recognize the following factors are critical to assignments:
 - (1) Assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The preferences and desires of faculty members are secondary to those program and curricular needs.
 - (2) Not all faculty assignment requests and circumstances can be accommodated, and that inability to accommodate does not represent in and of itself an arbitrary and unreasonable assignment.
 - (3) The time between the beginning of the first assignment and the end of the

last assignment in one (1) day should not exceed nine (9) hours, unless there is no practicable alternative.

- (4) The time between the end of the last assignment on one (1) day and the beginning of the first assignment for the next day should not be less than twelve (12) hours, unless there is no practicable alternative.
- (c) If the Director or Provost denies a faculty member's request for re-assignment, the University shall provide the reason in writing to the faculty member.

7.7 Overload Assignments.

- (a) An overload assignment is defined in 7.3(f)(1).
- (b) As compensation for an overload assignment, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay for each credit hour of overload assignment.

7.8 Summer Appointments and Assignments.

- (a) Summer appointments are separate and distinct from the nine (9)-month academic year appointment.
 - (1) The summer course schedule shall be developed by the department chair (or designee) in consultation with the Director (if present) and Provost and will consider available budget, student demand, and program and curricular needs of the department, division, and University.
 - (2) Department chairs will formally ask all faculty in their department in writing if they would like to teach in the summer, and if so, which courses they would prefer to teach. That deadline will be at least one (1) week after the chair's written request.
 - (3) The Chair will consider these faculty requests to teach in addition to other considerations such as workload assignment distribution, budgetary constraints, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.
- (b) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours.
 - (1) In normal circumstances, a summer teaching assignment will not exceed eight (8) credit hours.
 - (2) The summer instructional assignment, like that for the fall and spring semesters, 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 and coordination, minor curriculum development, lectures, evaluation of student efforts, and consultations and conferences with students.
- (c) No faculty member with a nine (9)-month appointment shall be required to accept a summer appointment. As summer appointments are voluntary, a faculty member's declining a summer appointment shall not influence annual evaluation results or reappointment and promotion decisions.

- (d) Faculty members shall not be required to undertake research or service work unrelated to course assignment during the summer without compensation.

7.9 Summer Assignment Considerations.

- (a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department.
- (b) The Division Director, Department Chair, or their designee who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.
- (c) Summer appointments shall be offered no later than three (3) weeks prior to the beginning of the appointment, if practicable.
- (d) In the event a faculty member does not receive a Summer Assignment, the faculty member may utilize the procedure set forth in Section 7.6.

7.10 Summer Compensation for Nine-Month Faculty.


- (a) A faculty member's summer employment contract shall specify the compensation provided for the appointment.
 - (1) For each credit hour assigned to be taught during the summer, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay.
 - (2) The University may choose to offer, and the faculty member may choose to accept, higher compensation than that described in the previous section.
- (b) Other credit-generating activities such as thesis or dissertation supervision, directed independent studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be offered during the summer term for mutually agreed-to compensation for that specific activity separate from the compensation provided for any summer instructional assignment.
- (c) The University also reserves the right to employ faculty over the summer period for non-teaching duties, for agreed upon times and at a rate not below the faculty member's standard daily rate of pay.

7.11 Considerations in Assignment for the Academic Professionals. A work week for academic professionals will consist of a minimum of forty (40) hours. The University and UFF recognize that professional obligations undertaken by academic professionals will often require more than that minimum.

- (a) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation of an academic professional.
- (b) In making assignments or adjustments to assignments, the University shall consider the needs of the university and operational unit and the non-teaching academic professionals' preferences, qualifications and experiences, and professional

development interests.

For the University



David Fugett
Chief Negotiator

Date: 9-23-25

For the UFF



C. Wylie Lenz
Chief Negotiator

Date: 9/24/2025

ARTICLE 7
ASSIGNMENT OF RESPONSIBILITIES

[Amended September 2025]

- 7.1 **Policy.** The University and UFF agree that the assignment of responsibilities to faculty members is one of the mechanisms by which the University establishes its priorities, carries out its mission, and creates opportunities to increase the quality and integrity of its academic programs.
- 7.2 **Faculty Assignment.** Teaching, research, and service are integral parts of a faculty member's assignment. Instructors are not assigned research.
- (a) The University and UFF recognize that there are legitimate differences in faculty development needs within the academic and university community, in interests and areas of expertise among faculty members, in conventions among academic disciplines, in academic program needs, and in the needs of units employing faculty members.
- (1) A prescriptive, rigid, and uniform formula that inflexibly dictates annual workloads for individual faculty is not conducive to responding to these differences.
- (2) This Agreement is intended to provide assignment flexibility, allowing for shifts in the emphasis placed on various duties throughout a faculty member's career.
- ~~(b) The University and UFF recognize that it is a part of the faculty member's professional responsibility to carry out a majority of their duties on campus.~~
- ~~(1) Examples of duties and activities which occur on campus during normal business hours, and may require attendance in person, include, but are not limited to, regularly scheduled instructional activities, scheduled office hours, departmental or University-wide meetings, and training sessions.~~
- ~~(2) Physical or virtual attendance in campus meetings is determined by the modality of the meeting, which is set by the chair of the meeting.~~
- ~~a. Virtual meetings do not require in-person attendance.~~
- ~~b. In-person meetings typically require physical presence in the meeting.~~
- ~~(3) The University and UFF further recognize that other duties may be more appropriately performed in a manner and place (i.e. off-campus location), as determined by the faculty member.~~
- ~~(c)~~**(b)** Regardless, a faculty member shall not choose to A faculty member cannot work off-campus in a manner that materially affects their ability to perform their duties, including those that involve interaction with students, other faculty, and staff.

~~(d)~~(c) The University shall make a reasonable and good faith effort, consistent with other provisions of this Agreement, to provide faculty members with the necessary facilities and resources for carrying out their assigned duties and responsibilities.

~~(e)~~(d) Faculty members receive their assignments of duties and responsibilities, in writing, from the University prior to the beginning of each new semester.

- (1) Assignments generally include instruction, research, and service activities.
- (2) Research and service may be assigned on a more flexible basis.

7.3 **Considerations in Assignments for Faculty.**

- (a) The University and UFF recognize that the Legislature has described the minimum full academic assignment as a minimum of twelve (12) contact hours and that exceptions to this teaching load (for research/scholarship/creative activity and service) are at the discretion of university management.
- (b) The workload for a course will be determined by the credit hour and faculty assignments will be based on a credit hour minimum and maximum.
- (c) The University and UFF also recognize that professional obligations undertaken by a faculty member will often be broader than that minimum and are not easily quantifiable.
- (d) The University and UFF recognize that it is management's responsibility to determine and assign faculty members their workload.
- (e) An employee who does not have sufficient workload is expected to work collaboratively with their supervisor to identify opportunities to be fully utilized.
- (f) The University also recognizes that, to ensure quality of instruction and provide opportunities for appropriate professional development, faculty should be assigned more than twelve (12) credit hours of work in a fall or spring semester only in unusual circumstances.
 - (1) Any assignment of responsibilities that exceeds fifteen (15) credit hours in a fall or spring semester will be considered an overload.
 - (2) Any assignment that exceeds twelve (12) credit hours in teaching (classroom instruction and teaching buyouts) for a fall or spring semester will be considered an overload.
 - (3) When making assignments, the Chair should consider a credit hour of independent research, directed research, service, or instructional development as roughly equivalent to three (3) or four (4) hours of work per week over a fall or spring semester.
- (g) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation and to determine the relative proportion of effort a faculty member may be required to expend on the various components.
- (h) Furthermore, the University properly has the obligation constantly to monitor and

review the size and number of classes and other instructional activities, such as laboratories, field experiences, and internships, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

- (i) Faculty will be provided an opportunity to express their preference for their assignment of responsibilities, including which courses that they would like to teach and their preferred schedules for course delivery that adhere to University established course scheduling standards.
- (j) When assigning courses and other responsibilities, the Chair, or in the absence of Chair, the Director or Provost, will consider these requests in addition to other considerations such as workload assignment fairness, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.
- (k) The Chair shall inform the faculty member of their course and service assignments and shall offer the faculty member the opportunity to discuss their overall course and service assignments.

7.4 Assignment Notification

- (a) Faculty preference for schedules and courses
 - (1) Department Chairs will endeavor to ask faculty at the end of week three what courses they would prefer to teach, and their preferred schedules for teaching.
 - (2) Faculty will provide their input at the end of week four on their course and schedule preferences.
 - (3) When scheduling courses, availability of rooms and managing course availability for students, including managing course conflicts shall take priority over faculty preference.
 - (4) Faculty may request a meeting with their chair regarding their course assignment. Meetings should be requested before the opening of course registration. If practical, the chair will meet with faculty members who request a meeting.
- (b) Communication of Assignment to Faculty
 - (1) A tentative assignment of responsibilities, including the modalities for all courses to be taught, for the fall semester shall be provided no later than July 15.
 - (2) A tentative assignment of responsibilities, including the modalities for all courses to be taught, for the spring semester shall be provided no later than November 20.
 - (3) Assignments include the course modality, which is solely determined by the University.
 - (4) The faculty member shall be notified of the final assignment, including the modalities of all courses to be taught, in writing no later than two (2) weeks in advance of the starting date of each semester. A faculty member's

assignment for the spring semester shall also include the end date for their academic year contract (i.e. when nine-month faculty go “off contract”). Alternatively, the university may inform the faculty as a body in writing of the academic year end date by the end of the first week of classes during the spring semester.

- (5) The faculty member shall receive their draft Faculty Assignment of Responsibilities and Effort (FARE) Report no later than the Monday of the third full week of classes during the fall and spring semesters.
- (6) New faculty members shall be informed of assigned duties as soon as practicable.

(c) Change in Assignment

- (1) If it should become necessary to make changes in a faculty member’s assignment, the person responsible for making the change shall notify the faculty member as soon as practicable prior to making such changes and shall specify the changes and the reason for the changes in writing.
- (2) The University shall make a good faith effort not to change a faculty member’s teaching assignment, including a change in course modality, fewer than two (2) weeks prior to the beginning of the semester.
- (3) If a faculty member has been assigned or reassigned a course or a course’s modality has been changed fewer than two (2) weeks prior to the beginning of the semester, such circumstances will be taken into account when reviewing the faculty members’ performance.

7.5 Equitable Opportunity. To the extent feasible, each faculty member will be given assignments that provide equitable opportunities in relation to other faculty members, to meet required criteria for annual evaluations, reappointment, and promotion.

7.6 Resolutions of Assignment Disputes.

- (a) A faculty member shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns. The conference shall occur within five days of the request. If the person responsible for making the assignment is unavailable in this time period, the Provost or designee will conduct the meeting.
 - (1) If the conference with the person responsible for making the assignment does not resolve the faculty member’s concerns, the faculty member shall be granted, upon written request, an opportunity to discuss those concerns with the Provost or designee.
 - a. The written submission shall not exceed a single page, double-spaced, in Times New Roman 12-point font.
 - b. The written request must be received no later than three (3) days after the initial conference with the person responsible for making the assignment.

- c. This discussion will be held within three (3) days of receipt of the written request.
- (2) A final decision shall be rendered within seven (7) calendar days of the Division Director or Provost (or designee) receiving the faculty member's written request.
- (3) The faculty member shall perform the assignment until the final resolution of the matter as prescribed in this Agreement.
- (b) The parties recognize the following factors are critical to assignments:
 - (1) Assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The preferences and desires of faculty members are secondary to those program and curricular needs.
 - (2) Not all faculty assignment requests and circumstances can be accommodated, and that inability to accommodate does not represent in and of itself an arbitrary and unreasonable assignment.
 - (3) The time between the beginning of the first assignment and the end of the last assignment in one (1) day should not exceed nine (9) hours, unless there is no practicable alternative.
 - (4) The time between the end of the last assignment on one (1) day and the beginning of the first assignment for the next day should not be less than twelve (12) hours, unless there is no practicable alternative.
- (c) If the Director or Provost denies a faculty member's request for re-assignment, the University shall provide the reason in writing to the faculty member.

7.7 Overload Assignments.

- (a) An overload assignment is defined in 7.3(f)(1).
- (b) As compensation for an overload assignment, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay for each credit hour of overload assignment.

7.8 Summer Appointments and Assignments.

- (a) Summer appointments are separate and distinct from the nine (9)-month academic year appointment.
 - (1) The summer course schedule shall be developed by the department chair (or designee) in consultation with the Director (if present) and Provost and will consider available budget, student demand, and program and curricular needs of the department, division, and University.
 - (2) Department chairs will formally ask all faculty in their department in writing if they would like to teach in the summer, and if so, which courses they would prefer to teach. That deadline will be at least one (1) week after the chair's written request.
 - (3) The Chair will consider these faculty requests to teach in addition to other considerations such as workload assignment distribution, budgetary

constraints, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.

- (b) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours.
 - (1) In normal circumstances, a summer teaching assignment will not exceed eight (8) credit hours.
 - (2) The summer instructional assignment, like that for the fall and spring semesters, 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 and coordination, minor curriculum development, lectures, evaluation of student efforts, and consultations and conferences with students.
- (c) No faculty member with a nine (9)-month appointment shall be required to accept a summer appointment. As summer appointments are voluntary, a faculty member's declining a summer appointment shall not influence annual evaluation results or reappointment and promotion decisions.
- (d) Faculty members shall not be required to undertake research or service work unrelated to course assignment during the summer without compensation.

7.9 Summer Assignment Considerations.

- (a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department.
- (b) The Division Director, Department Chair, or their designee who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.
- (c) Summer appointments shall be offered no later than three (3) weeks prior to the beginning of the appointment, if practicable.
- (d) In the event a faculty member does not receive a Summer Assignment, the faculty member may utilize the procedure set forth in Section 7.6.

7.10 Summer Compensation for Nine-Month Faculty.

- (a) A faculty member's summer employment contract shall specify the compensation provided for the appointment.
 - (1) For each credit hour assigned to be taught during the summer, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay.
 - (2) The University may choose to offer, and the faculty member may choose to accept, higher compensation than that described in the previous section.
- (b) Other credit-generating activities such as thesis or dissertation supervision, directed independent studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be offered during the summer

term for mutually agreed-to compensation for that specific activity separate from the compensation provided for any summer instructional assignment.

- (c) The University also reserves the right to employ faculty over the summer period for non-teaching duties, for agreed upon times and at a rate not below the faculty member's standard daily rate of pay.

7.11 Considerations in Assignment for the Academic Professionals. A work week for academic professionals will consist of a minimum of forty (40) hours. The University and UFF recognize that professional obligations undertaken by academic professionals will often require more than that minimum.

- (a) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation of an academic professional.
- (b) In making assignments or adjustments to assignments, the University shall consider the needs of the university and operational unit and the non-teaching academic professionals' preferences, qualifications and experiences, and professional development interests.

For the University

For the UFF

David Fugett

C. Wylie Lenz

Chief Negotiator

Chief Negotiator

Date:

Date:

ARTICLE 8
PERFORMANCE EVALUATIONS
[AMENDED SEPTEMBER 2025]

8.1 Purpose and Scope of Evaluation.

(a) Purpose. An annual evaluation is a subjective assessment of an individual's performance based on objective criteria.

- (1) Annual evaluations for faculty members focus on performance in functions such as teaching, research, service, and other duties that may be assigned.
- (2) Annual evaluations for academic professionals focus on the performance of all assigned duties.
- (3) In addition, all Employees are evaluated based on the terms of their individual contract, duties under the Collective Bargaining Agreement, and on their contributions to the orderly and effective functioning of the University and their academic department/unit.

(b) Scope.

- (1) Evaluators should state goals for the upcoming year and should endeavor to assist the Employee in correcting any performance deficiencies reflected in the annual evaluation.
 - a. Employees are encouraged to accept and seek such assistance, if needed.
 - b. The Evaluator may informally coach or counsel the Employee with the goal of improving performance. Such advice is not disciplinary, nor may it be part of the evaluation file.
- (2) Performance Evaluations must:
 - a. Fully consider information in the faculty member's Faculty Activity Report and any other faculty evaluative information that is provided and disclosed to the Evaluator, and;
 - b. Be consistent with the Evaluation Guidelines.
 - c. Take into account the quality of the performance, as well as the proportions and nature of the assignments.
 - d. Evaluate how well an employee fulfilled the work duties they were assigned. The evaluation may be organized by "areas of responsibilities" and include a separate rating for each area. For faculty members, these will typically be teaching, research, and/or service. Evaluators may take into consideration work that goes beyond the faculty member's assigned duties but remain within the professional responsibilities of a faculty member. However, an

employee may not be penalized in their evaluation for performance on work that was not assigned.

e. Only evidence that directly pertains to the candidate shall be considered.

f. An evaluation may not penalize a faculty member for having less than twelve (12) credit hours of work assigned. See 7.3.

g. An evaluation may not consider work performed by the employee when employed by the university but not a member of the unit. The university may give an employee informal feedback on work done while out of unit.

(3) Academic professionals have, as part of their job description, other duties as assigned. Significant duties assigned under this heading must be issued in writing (via email) and are included in the expectation of performance. Minor requests that are within the appropriate scope of the individual's job may be given verbally.

(4) Each Evaluator completing a performance evaluation must articulate sufficient and specific grounds or reasons to substantiate any rating other than "Successful."

(5) Evaluations shall not be arbitrary nor capricious and the evaluation shall reflect the reviewer's best judgment of the individual's performance.

(c) Promotion Appraisals.

(1) Faculty Members may request, at the time of the submission of the Faculty Activity Report (see Section 8.2(b)), an appraisal regarding their progress toward promotion, if applicable.

(2) The appraisal is intended to provide a current assessment of the strengths and weaknesses of the Faculty Member's candidacy for promotion and provide assistance and counseling in progressing toward promotion.

(3) The Evaluator shall include the promotion appraisal as a separate addendum to the annual evaluation, but the promotion appraisal shall not be part of the justification for the ratings assigned for the annual evaluation.

(4) Such appraisals regarding progress toward promotion are non-binding on the University and shall not be subject to the grievance process.

(5) Such appraisals shall not be included in the employee's personnel file and shall not be considered or used during the promotion process.

8.2 Annual Evaluation. Employees are evaluated once annually, except as described in Sections 8.2(g).

(a) The annual evaluation period will cover all employment occurring from January 1 through December 31, regardless of the employment start date.

(b) The Employee must submit the Faculty Activity Report (see Section 8.5) to the Evaluator, with a copy to the Provost's Office, no later than February 15.

- (c) On or before May 1, the Evaluator must:
- (1) Provide a copy of the completed Evaluation to the Employee, and;
 - (2) Upon the Employee's request, discuss and review the evaluation with the Employee. The discussion will be scheduled by the Evaluator during normal business hours, unless both parties agree to a meeting outside of normal business hours.
- (d) On or before May 10, the Employee must acknowledge receipt of the performance evaluation by signing the evaluation. The evaluation shall make clear to the employee that this is only to acknowledge the receipt of the evaluation and does not represent acceptance of the contents of the evaluation. The Evaluator must sign the evaluation and submit the signed evaluation to the Provost's Office.
- (e) On or before May 15, the finalized performance evaluation must be added to the Employee's evaluation file in the Provost's Office unless the employee and the Provost's Office have agreed to postpone a review meeting until after May 15 (see 8.5 (c)).
- (f) Revised evaluations
- (1) If errors, omissions, or other documentable issues with the evaluation are discovered, the chair, Provost, or Provost designee may issue a revised performance evaluation to replace the original evaluation. However, a revised evaluation may only be issued within 120 days of the finalized evaluation being added to the Employee's evaluation file (see 8.2 (e)) except by mutual agreement of the Employee and the University.
 - (2) If the performance evaluation contains indisputable factual errors or omissions (e.g. an SAI result or DFW rate is misreported), the chair, Provost, or Provost designee will issue a corrected performance evaluation to replace the original evaluation.
 - (3) The Evaluator and Employee must acknowledge receipt of the revised or corrected performance evaluation by signing the revised or corrected evaluation. The University would retain both evaluations and would indicate on the original evaluation that it had been replaced by the revised or corrected evaluation.
- (g) Employees in the following categories will not be evaluated in a given evaluation period:
- (1) Employees that have resigned;
 - (2) Faculty members in the terminal year of the contract; or
 - (3) Faculty members whose employment began less than ninety (90) days prior to the end of the evaluation period.

8.3 Evaluators. Faculty Evaluators are the Department Chair that has been assigned personnel management responsibility by the Provost for the Employee's area. The Assistant Librarian

and Wellness Counselor are evaluated by their immediate supervisor.

8.4 Evaluation Review.

- (a) Within seven (7) calendar days of receipt of the evaluation, the faculty member may request a review, in writing, with the Provost's Office to discuss (with the Provost or Provost's designated administrator) concerns regarding the evaluation, which were not resolved in previous discussions with the Evaluator.
- (b) Within seven (7) calendar days of receipt of the evaluation, the academic professional may request, in writing, a meeting with the administrator at the next higher level in their line of authority to discuss concerns regarding the evaluation, which were not resolved in previous discussions with the Evaluator.
- (c) The evaluation reviews in (a) and (b) above must take place no later than May 15 unless both the Provost's Office and the faculty member or academic professional mutually agree to schedule the meeting after May 15.

8.5 Faculty Activity Report. The faculty governing body may provide the Provost with recommended changes to the format no later than December 1 on an annual basis. The Provost will communicate decisions on changes in the format to the Faculty Representative Council by January 15.

8.6 Sources of Faculty Evaluative Information. Evaluations are intended to be comprehensive and not based on a single or limited number of sources of information.

- (a) The Evaluator may consider all appropriate and available information that is relevant to the Employee's performance. This includes information provided by the Employee and information provided from the following sources: Immediate supervisor(s), peers, students, other University officials who have responsibility for supervision of the faculty member, and members of the University community.
 - (1) Any materials or information used to evaluate a faculty member other than that included in the faculty member's Faculty Activity Report will be provided or explained to the faculty member by the Evaluator during the evaluation meeting offered pursuant to Section 8.3(c).
 - (2) Any materials or information that have not been disclosed to the faculty member as described in 8.6(a)(1) cannot be used in the evaluation process.
- (b) Records maintained for the purposes of any investigation of Employee misconduct, including but not limited to a complaint against an Employee, including anonymous complaints, and any final conclusions reached pursuant to the investigation of such complaint may not be used or considered in the evaluation process until they are considered final, pursuant to section 1012.91, Florida Statutes. Information that has been validated that is a part of an investigation may be used, regardless of complaint finding and the status of the complaint.
- (c) Information from outside the evaluation period must not be considered in the determination of the Employee's evaluation rating. However, reference to prior evaluations may be appropriately considered for the purpose of providing context or comparison (such as meeting previously stated goals, or noting improvement,

consistency, or regression), if directly relevant to performance during the current evaluation period.

- (d) All employees may provide a written response and/or comments regarding their evaluation and have it added to the evaluation file within sixty (60) days of the receipt of the evaluation. All written material used to produce a performance evaluation shall be included in the evaluation file.

8.7 Evaluation Guidelines. The administration will develop a set of evaluation guidelines for each of the faculty ranks that indicate performance characteristics appropriate to each rating for teaching, scholarship, and service.

- (a) The guidelines are used to create consistency in ratings across the range of evaluators and are specifically not a scoring rubric.
- (b) The guidelines for a review period will be provided to the academic departments by September 15 of the year prior to the beginning of the review period and the departments will provide comments on the guidelines on or before November 1 of that year. The comments provided must be approved by the majority vote of the department. The vote must take place anonymously. By January 15, the review evaluation panel will consider the department recommendations and provide a recommendation to the Provost on evaluation guidelines to be used for the next review cycle. The University must provide the final guidelines to faculty before the review period begins.
- (c) The scale for the evaluations is provided in the following table. The performance rating will typically be used in setting salary increases as described in Article 12.

Evaluation Key		
Performance Rating	Description of Area Rating	Description of Overall Rating
Needs Improvement	<i>The employee did not successfully execute their assigned duties in this area of responsibility. .</i>	<i>The employee did not successfully execute their assigned duties. This rating will typically require a supervisor and employee to develop a performance improvement plan.</i>
Successful	<i>The employee successfully executed their assigned duties in this area of responsibility.</i>	<i>Overall, the employee successfully executed their assigned duties.</i>
Highly Successful	<i>The employee significantly outperformed in this area of responsibility.</i>	<i>The employee successfully executed their assigned duties and demonstrated exceptional performance aligned to the mission of the University and relative to the criteria or relative to peer faculty at Florida Poly.</i>

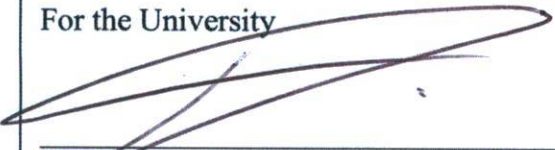
8.8 Performance Improvement Plan.

- (a) No employee in their terminal year of employment will be required to develop a performance improvement plan.

- (b) No employee who has been in unit for only one (or less) of the Fall or Spring semesters of the evaluation period shall be required to develop a performance improvement plan.
- (c) When an employee receives an overall evaluation of "Needs Improvement," they and their supervisor will develop a performance improvement plan except in the situation explained in 8.8 (a). The primary responsibility for putting together the plan lies with the faculty member.
- (d) When an employee receives a "Needs Improvement" rating in any category used in the evaluation, they may request that they and their supervisor develop a coaching plan. Such a request will be approved by the supervisor.
- (e) The performance improvement plan will be developed by the employee, in cooperation with his/her supervisor, and include specific performance targets and a time period for achieving the targets.
- (1) The first performance improvement plan for a faculty member will be approved by the Provost or designee. A faculty member's additional consecutive performance improvement plans after the first must be approved by the President or representative.
- (2) Specific resources identified in an approved performance improvement plan may be approved and provided by the University. However, the University is under no obligation to provide resources requested by the faculty member or the supervisor.
- (f) The supervisor will meet periodically with the employee to review progress toward meeting the performance targets. It is the responsibility of the supervisor to use the performance improvement plan as part of the basis for the next annual evaluation.

8.9 Evaluation File. Faculty members must refer to 6C13-6.008 Personnel Records and Limited-Access Records regarding access to, and disclosure of, performance evaluations and other faculty evaluative information.


For the University



David Fugett
Chief Negotiator

Date: 9-23-25

For the UFF



C. Wylie Lenz
Chief Negotiator

Date: 9/24/2025

ARTICLE 8
PERFORMANCE EVALUATIONS

~~GENERAL PRINCIPLES. PERFORMANCE EVALUATIONS ARE USED TO ASSESS, RECOGNIZE, AND FACILITATE IMPROVEMENT IN EMPLOYEES' PERFORMANCE. THIS STRENGTHENS THE UNIVERSITY'S WORKFORCE BY PROVIDING A PERIODIC AND FORMAL EXCHANGE OF INFORMATION BETWEEN SUPERVISORS AND EMPLOYEES REGARDING PROGRESS, ACCOMPLISHMENTS, AND WHEN APPLICABLE, AREAS NEEDING IMPROVEMENT. PERFORMANCE EVALUATIONS ALSO PROVIDE AN OPPORTUNITY TO CLARIFY WORK STANDARDS, DISCUSS TRAINING AND DEVELOPMENT NEEDS, SET GOALS FOR THE NEXT YEAR, AND IDENTIFY THE SUPPORT NEEDED TO REACH SUCH GOALS.~~[AMENDED SEPTEMBER 2025]

8.1 Purpose and Scope of Evaluation.

(a) Purpose. An annual evaluation is a subjective assessment of an individual's performance based on objective criteria.

(1) Annual evaluations for faculty members focus on performance in functions such as teaching, research, service, and other duties that may be assigned.

(2) Annual evaluations for academic professionals focus on the performance of all assigned duties.

(3) In addition, all Employees are evaluated based on the terms of their individual contract, duties under the Collective Bargaining Agreement, and on their contributions to the orderly and effective functioning of the University and their academic department/unit.

(b) Scope.

(1) Evaluators should state goals for the upcoming year and should endeavor to assist the Employee in correcting any performance deficiencies reflected in the annual evaluation.

a. Employees are encouraged to accept and seek such assistance, if needed.

b. The Evaluator may informally coach or counsel the Employee with the goal of improving performance. Such advice is not disciplinary, nor may it be part of the evaluation file.

(2) Performance Evaluations must:

a. Fully consider information in the faculty member's ~~dossier~~Faculty Activity Report and any other faculty evaluative information that is provided and disclosed to the Evaluator, and;

b. Be consistent with the Evaluation Guidelines,~~—and—reasonably consistent with the Review Panel's guidance.~~

c. Take into account the quality of the performance, as well as the proportions and nature of the assignments.

~~d. Not evaluate an employee for a work assignment that is given, or implied to be given, in the area of research without the involvement of the Employee's supervisor and the agreement of the Employee.~~

~~e.d.~~ Evaluate how well an employee fulfilled the work duties they were assigned. The evaluation may be organized by "areas of responsibilities" and include a separate rating for each area. For faculty members, these will typically be teaching, research, and/or service. Evaluators may take into consideration work that goes beyond the faculty member's assigned duties but remain within the professional responsibilities of a faculty member. However, an employee may not be penalized in their evaluation for performance on work that was not assigned.

~~f.e.~~ Only evidence that directly pertains to the candidate shall be considered.

~~g.f.~~ An evaluation may not penalize a faculty member for having less than twelve (12) credit hours of work assigned. See 7.3.

~~g.~~ An evaluation may not consider work performed by the employee when employed by the university but not a member of the unit. The university may give an employee informal feedback on work done while out of unit.

(3) Academic professionals have, as part of their job description, other duties as assigned. Significant duties assigned under this heading must be issued in writing (via email) and are included in the expectation of performance. Minor requests that are within the appropriate scope of the individual's job may be given verbally.

(4) Each Evaluator completing a performance evaluation must articulate sufficient and specific grounds or reasons to substantiate any rating other than "~~Meet Expectations~~Successful."

(5) Evaluations shall not be arbitrary nor capricious and the evaluation shall reflect the reviewer's best judgment of the individual's performance.

(c) Promotion Appraisals.

(1) Faculty Members may request, at the time of the submission of the ~~Evaluation Information Sheet~~Faculty Activity Report (see Section 8.2(b)), an appraisal regarding their progress toward promotion, if applicable.

(2) The appraisal is intended to provide a current assessment of the strengths and weaknesses of the Faculty Member's candidacy for promotion and provide assistance and counseling in progressing toward promotion.

(3) The Evaluator shall include the promotion appraisal as a separate addendum

to the annual evaluation, but the promotion appraisal shall not be part of the justification for the ratings assigned for the annual evaluation.

(4) Such appraisals regarding progress toward promotion are non-binding on the University and shall not be subject to the grievance process.

(5) Such appraisals shall not be included in the employee's personnel file and shall not be considered or used during the promotion process.

8.2 Annual Evaluation. Employees are evaluated ~~at least~~ once annually, except as described in Sections 8.32(g) ~~and (h)~~.

(a) The annual evaluation period will cover all employment occurring from ~~February~~January 1 through ~~January~~December 31, regardless of the employment start date.

(b) The Employee must submit the ~~Evaluation Information Sheet~~Faculty Activity Report (see Section 8.5) to the Evaluator, with a copy to the Provost's Office, no later than February 15.

(c) On or before May 1, the Evaluator must:

~~(1) — Complete the performance evaluation;~~

~~(2)~~(1) Provide a copy of the completed Evaluation to the Employee, and;

~~(3)~~(2) Discuss Upon the Employee's request, discuss and review the evaluation with the Employee ~~(the Employee may choose to not discuss the evaluation)~~. The discussion will be scheduled by the Evaluator during normal business hours, unless both parties agree to a meeting outside of normal business hours.

(d) On or before May ~~10~~15, the Employee must acknowledge receipt of the performance evaluation by signing the evaluation. The evaluation shall make clear to the employee that this is only to acknowledge the receipt of the evaluation and does not represent acceptance of the contents of the evaluation. The Evaluator must sign the evaluation and submit the signed evaluation to the Provost's Office.

(e) On or before May 15, the finalized performance evaluation must be added to the Employee's evaluation file in the Provost's Office unless the employee and the Provost's Office have agreed to postpone a review meeting until after May 15 (see 8.65 (c)).

(f) Revised evaluations

(1) If errors, omissions, or other documentable issues with the evaluation are discovered, the chair, ~~division director if present~~, Provost, or Provost designee may issue a revised performance evaluation to replace the original evaluation. However, a revised evaluation may only be issued within 120 days of the finalized evaluation being added to the Employee's evaluation file (see 8.32 (e)) except by mutual agreement of the Employee and the University.

(2) If the performance evaluation contains indisputable factual errors or omissions (e.g. an SAI result or DFW rate is misreported), the chair, ~~division director if present,~~ Provost, or Provost designee will issue a corrected performance evaluation to replace the original evaluation.

(3) The Evaluator and Employee must acknowledge receipt of the revised or corrected performance evaluation by signing the revised or corrected evaluation. The University would retain both evaluations and would indicate on the original evaluation that it had been replaced by the revised or corrected evaluation.

(g) ~~The performance of an Employee must be evaluated annually, with Employees in the following permissible exceptions categories will not be evaluated in a given evaluation period:~~

(1) Employees that have resigned;

(2) Faculty members in the terminal year of the contract;² or;

(3) Faculty members whose employment began less than ninety (90) days prior to the end of the evaluation period.

~~8.3 Probationary Evaluation. In addition to the annual evaluation, the academic professional must receive a probationary evaluation after ninety (90) days of employment in their position.~~

~~(a) In the absence of a completed probationary evaluation, a probationary employee will default to a "satisfactory" rating.~~

~~(b) If the academic professional's probationary period ends between October 1 and January 30, the employee's immediately following annual performance evaluation may be skipped. If skipped, the employee must be evaluated during the next annual evaluation period.~~

~~8.4 Evaluators.~~

~~8.58.3~~ Faculty Evaluators are the Department Chair that has been assigned personnel management responsibility by the Provost for the Employee's area. The Assistant Librarian and Wellness Counselor are evaluated by their immediate supervisor.

~~For faculty, the Provost will appoint an evaluation review panel which will consist of Evaluators, and if the Faculty Representative Council chooses to do so, two faculty members of senior rank (Associate Professor or Professor) appointed by the Faculty Assembly. The purpose of the review is to ensure the Evaluators have applied a consistent standard to all faculty members when conducting the evaluations. The reviews prepared by Department Chairs may change as a result of panel discussions. The Provost will serve as chair of the evaluation review panel. All members of the evaluation review panel must agree to the confidentiality of the review process.~~

~~8.68.4~~ Evaluation Review.

(a) Within seven (7) calendar days of receipt of the evaluation, the faculty member may request a review, in writing, with the Provost's Office to discuss (with the Provost or Provost's designated administrator) concerns regarding the evaluation,

which were not resolved in previous discussions with the Evaluator.

- (b) Within seven (7) calendar days of receipt of the evaluation, the academic professional may request, in writing, a meeting with the administrator at the next higher level in their line of authority to discuss concerns regarding the evaluation, which were not resolved in previous discussions with the Evaluator.
- (c) The evaluation reviews in (a) and (b) above must take place no later than May 15 unless both the Provost's Office and the faculty member or academic professional mutually agree to schedule the meeting after May 15.

~~8.78.5 Evaluation Information Sheet. A sample Faculty Activity Report format is attached to this contract in Appendix B.~~ The Faculty Representative Council/faculty governing body may provide the Provost with recommended changes to the ~~information sheet's~~ format no later than December 1 on an annual basis. The Provost will communicate decisions on changes in the format to the Faculty Representative Council by January 15. ~~(See Appendix B).~~

~~8.88.6~~ Sources of Faculty Evaluative Information. Evaluations are intended to be comprehensive and not based on a single or limited number of sources of information.

- (a) The Evaluator may consider all appropriate and available information that is relevant to the Employee's performance. This includes information provided by the Employee and information provided from the following sources: Immediate supervisor(s), peers, students, other University officials who have responsibility for supervision of the faculty member, and members of the University community.
 - (1) Any materials or information used to evaluate a faculty member other than that included in the faculty member's ~~dossier~~ Faculty Activity Report will be provided or explained to the faculty member by the Evaluator during the evaluation meeting offered pursuant to Section 8.3(c).
 - (2) Any materials or information that have not been disclosed to the faculty member as described in 8.86(a)(1) cannot be used in the evaluation process.
- (b) Records maintained for the purposes of any investigation of Employee misconduct, including but not limited to a complaint against an Employee, including anonymous complaints, and any final conclusions reached pursuant to the investigation of such complaint may not be used or considered in the evaluation process until they are considered final, pursuant to section 1012.91, Florida Statutes. Information that has been validated that is a part of an investigation may be used, regardless of complaint finding and the status of the complaint.
- (c) Information from outside the evaluation period must not be considered in the determination of the Employee's evaluation rating. However, reference to prior evaluations may be appropriately considered for the purpose of providing context or comparison (such as meeting previously stated goals, or noting improvement, consistency, or regression), if directly relevant to performance during the current evaluation period.
- (d) All employees may provide a written response and/or comments regarding their evaluation and have it added to the evaluation file within sixty (60) days of the

receipt of the evaluation. All written material used to produce a performance evaluation shall be included in the evaluation file.

8.98.7 Evaluation Guidelines. The administration will develop a set of evaluation guidelines for each of the faculty ranks that indicate performance characteristics appropriate to each rating for teaching, scholarship, and service.

- (a) ~~Judgments of academic excellence are complex. Evaluation guidelines cannot easily be reduced to a quantitative formula, nor can the considerations that must be applied in each individual case be completely described in general terms or by numbers alone, separate from necessary qualitative assessments. Therefore, the~~The guidelines are used to create consistency in ratings across the range of evaluators and are specifically not a scoring rubric.
- (b) The guidelines for a review period will be provided to the academic departments by September 15 of the year prior to the beginning of the review period and the departments will provide comments on the guidelines on or before November 1 of that year. The comments provided must be approved by the majority vote of the department. The vote must take place anonymously. By January 15, the review evaluation panel will consider the department recommendations and provide a recommendation to the Provost on evaluation guidelines to be used for the next review cycle. The University must provide the final guidelines to faculty before the review period begins.
- (c) The scale for the evaluations is provided in the following table.- The performance rating will typically be used in setting salary increases as described in Article 12.

Evaluation Key	
Deficient	Performance that does not meet an acceptable standard. This rating will typically require a supervisor and employee to develop a performance improvement plan.
Needs Improvement	Performance that is below a reasonable expectation for the person's job description.
Meets Expectations	Performance is sound and within reasonable expectations for the person's job description. Supervisors may add a "+" or a "-" to this rating as further indicators of an employee's performance.
Exceeds Expectations	Performance that goes beyond the "Meets Expectations" standard in some significant way. The individual has performed at a level that provides distinction for themselves.
Exemplary	Performance that is extraordinary and reflects outstanding distinction for the individual.

<u>Evaluation Key</u>		
<u>Performance Rating</u>	<u>Description of Area Rating</u>	<u>Description of Overall Rating</u>
<u>Needs Improvement</u>	<u><i>The employee did not successfully execute their assigned duties in this area of responsibility.</i></u>	<u><i>The employee did not successfully execute their assigned duties. This rating will typically require a supervisor and employee to develop a performance improvement plan.</i></u>
<u>Successful</u>	<u><i>The employee successfully executed their assigned duties in this area of responsibility.</i></u>	<u><i>Overall, the employee successfully executed their assigned duties.</i></u>
<u>Highly Successful</u>	<u><i>The employee significantly outperformed in this area of responsibility.</i></u>	<u><i>The employee successfully executed their assigned duties and demonstrated exceptional performance aligned to the mission of the University and relative to the criteria or relative to peer faculty at Florida Poly.</i></u>

8.108.8 Performance Improvement Plan.

- (a) No employee in their terminal year of employment will be required to develop a performance improvement plan.
- (b) No employee who has been in unit for only one (or less) of the Fall or Spring semesters of the evaluation period shall be required to develop a performance improvement plan.
- ~~(b)(c)~~ When an employee receives an overall evaluation of “~~Deficient~~Needs Improvement,” they and their supervisor will develop a performance improvement plan except in the situation explained in 8.108 (a).- The primary responsibility for putting together the plan lies with the faculty member.
- ~~(c)~~ —When an employee receives ~~an overall evaluation of a~~ “Needs Improvement” ~~for two consecutive years, they and their supervisor will develop a performance improvement plan except in the situation explained in 8.10 (a).~~
- (d) ~~When an employee receives a “Needs Improvement” or “Deficient” rating in any category used in the evaluation, they may request that they and their supervisor develop a performance improvement coaching plan. Such a request will be approved by the supervisor except in the situation explained in 8.10 (a).~~
- (e) The performance improvement plan will be developed by the employee, in cooperation with his/her supervisor, and include specific performance targets and a time period for achieving the targets.
- (1) The first performance improvement plan for a faculty member will be approved by the Provost or designee. A faculty member’s additional consecutive performance improvement plans after the first must be approved by the President or representative.
- (2) Specific resources identified in an approved performance improvement plan may be approved and provided by the University. However, the University

252 is under no obligation to provide resources requested by the faculty member
253 or the supervisor.

254 (f) The supervisor will meet periodically with the employee to review progress toward
255 meeting the performance targets. It is the responsibility of the supervisor to use the
256 performance improvement plan as ~~the~~ part of the basis for the next annual
257 evaluation.

258 **8.118.9** Evaluation File. Faculty members must refer to 6C13-6.008 Personnel Records and
259 Limited-Access Records regarding access to, and disclosure of, performance evaluations
260 and other faculty evaluative information.

For the University

For the UFF

David Fugett

C. Wylie Lenz

Chief Negotiator

Chief Negotiator

Date:

Date:

APPENDIX B
FACULTY ACTIVITY REPORT
(From Article 8—Performance Evaluation)
REVIEW PERIOD: MM/DD/YY to MM/DD/YY

[Amended September 2025]

Name: _____

Rank: _____ **Academic Program:** _____

Teaching Activity and Accomplishments for the Year:

A. ~~Table supplied by institutional research~~

B. ~~Faculty commentary:~~

- ~~1. Formal Course Delivery:
 - a. Course enhancements
 - b. Instructional development
 - c. Student mentoring and support
 - d. Undergraduate
 - e. Graduate~~
- ~~2. Educational resources sought or acquired~~
- ~~3. Anything else that should be considered for this evaluation period:~~

Scholarship:

A. ~~Publications~~ (list those published during the review period. Items that are in press, in review, or in progress must be listed in the appropriate section but must be clearly noted as such. Do not list any publication multiple times.)

- ~~1. Refereed Publications (give full archival citation. When available, include the DOI number, link to publication, or the first page of the publication)
 - a. Refereed Articles in Journals
 - b. Refereed Articles in Conference Proceedings~~
- ~~2. Industrial collaboration or activity
 - a. Patents, patent applications, patent disclosures (disclosures should be specific enough to identify the activity but not so specific as to implicate publication).
 - b. Industry-sponsored project not listed in teaching section~~
- ~~3. Books, Book Contributions, and Issues of Journals (includes books you have written or edited, contributions to edited books, and special issues of journals you have edited. Give full archival citation. When available, include the DOI number or link to publication. If published on CD-ROM, give number of pages of your paper.)~~
- ~~4. Non-refereed Publications (give publication details)
 - a. Abstracts
 - b. Non-refereed Articles in Conference Proceedings
 - c. Software
 - d. Project Reports (technical reports, final reports on grants, etc.)~~

- e. ~~Articles Posted on E-print Servers~~
- f. ~~Articles in Professional Magazines~~
- g. ~~Other (e.g., anything else with your name on it including book reviews, forewords to books/journal issues, software packages, etc.)~~
- 5. ~~Publications in Progress (include status: submitted, under review, in press, etc.)~~
- 6. ~~Presentations~~
 - a. ~~Invited Talks (that you have given at conferences, or at organizations other than Florida Poly.)~~
 - b. ~~Other Talks (by you, e.g., contributed papers or posters at conferences, talks at Florida Poly, etc.)~~
 - e. ~~Co-authored Presentations (not presented by you)~~

B. ~~Funded projects where there was expenditure during the year:~~

- * ~~Project Title:~~
- * ~~Project Staff:~~
- * ~~Source of Funds:~~
- * ~~Project Duration:~~
- * ~~Total Amount and estimated expenditure for the review period:~~
- * ~~Spending by the Faculty member for the current review period:~~
- * ~~Graduate students supported by the effort that were directed by the faculty member during the review period:~~
- * ~~Undergraduate students supported by the effort that were directed by the faculty member during the review period:~~
- * ~~Synopsis of accomplishments for the project for this review period:~~

C. ~~Proposals written during the review period:~~

- * ~~Project Title:~~
- * ~~Project Staff:~~
- * ~~Source of Funds:~~
- * ~~Project Duration:~~
- * ~~Total Amount:~~
- * ~~Number of graduate students planned to be supported by the effort:~~
- * ~~Undergraduate student hours planned to be supported by the effort:~~
- * ~~Fraction of proposal written by you:~~

D. ~~Other scholarship activity (preproposal activity, unfunded work):~~

E. ~~Any Additional Information that should be considered for this review period:~~

Service (include only those activities during the review period shown above):

- A. ~~Support of student activity on campus (clubs, etc.)~~
- B. ~~Departmental Committees (and other departmental service, include your role in the committee)~~
- C. ~~Institutional Committees (and other institutional service)~~
- D. ~~External Professional Service (regional and national committees, panels, etc.)~~
 - 1. ~~Regional and National Committees (list committee names)~~

2. — Reviews (indicate number of papers and proposals reviewed; editorial work for journal and book publishers, external examinations, reviews for foundations and agencies, reviews of promotion and tenure dossiers, number of letters of recommendation written, etc.)

3. — Other External Professional Service

E. — Community Outreach (list the type of activity and the level of effort in the activity)

F. — Anything else that should be considered for this review period

Honors and Awards (include only those honors and awards received in the review period shown above)

Professional Development

A. — Describe how professional development funds or travel funds were used in the review period shown above (e.g., summer salary, graduate student support, conference travel, equipment, etc.)

B. — Provide commentary on how this activity has helped you (or not) as a faculty member.

C. — Describe any other significant professional development activity that you have accomplished this review period.

Other Pertinent Information

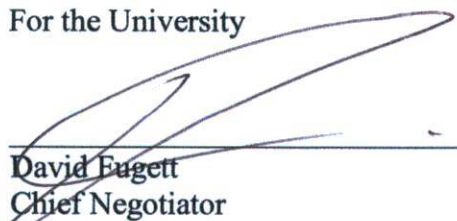
Comments on Statement of Expectations from the Previous Year

Proposed Statement of Mutual Expectation for the Upcoming Year (presented under the headings "teaching, scholarship, service)

Signature of Faculty Member

Date

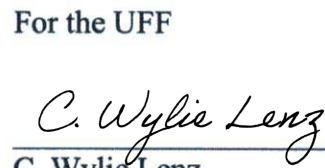
For the University



David Fugett
Chief Negotiator

Date: 9-23-25

For the UFF



C. Wylie Lenz
Chief Negotiator

Date: 9/24/2025

ARTICLE 12
SALARIES

[Amended September 2025]

12.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally.

12.2 Annual Salary Increases.

(a) Only current employees who were in-unit for at least a portion of the prior review period, February 1, 2024, through January 31, 2025, are eligible for salary increases under 12.2.

(b) All employees who received an evaluation for the 2024-2025 review period will receive the salary increase listed in the table below except for employees who joined or rejoined the bargaining unit after January 31, 2024, but before February 1, 2025 (see 12.2(b)).

<u>Evaluation Rating</u>	<u>Increase</u>
Deficient	0.00%
Needs Improvement (provided the previous evaluation was not “Needs Improvement” or “Deficient”)	0.55%
Meets Expectations (-)	1.55%
Meets Expectations	1.55%
Meets Expectations (+)	1.55%
Exceeds Expectations	1.80%
Exemplary	2.05%

(c) Employees who joined or rejoined the bargaining unit after January 31, 2024, but before February 1, 2025, will receive a 1.55% salary increase regardless of whether or not they received a performance evaluation for 2024-2025.

(d) Upon ratification, all salary increases, including salary increases as a result of promotion, will be retroactive to August 11, 2025.

(e) Every employee who was in-unit before February 1, 2025, will receive a one-time bonus of \$1,500.

(f) Additional One-time Scaled Bonuses.

(1) Every employee who was in-unit before January 1, 2025, will receive an additional one-time scaled bonus of one fifth (1/5) of the difference between \$100,000 and their salary, up to a maximum of \$2,935.00. The scaled bonus is \$0 for those whose salary exceeds \$100,000.

(2) For purposes of this calculation, the employee’s salary includes all salary increases due to the employee as of September 15, 2025, including promotion increases, but does not include increases determined in 12.2(a)

and (b) of this document.

- (3) Addendum A attached to this Article sets forth the exact scaled bonus to be given to every eligible employee whose salary is below \$100,000, calculated as described above in 12.2(f)(1)(2). In the event any discrepancy exists between this Article and Addendum A, Addendum A controls, except in the case an employee has been erroneously excluded from Addendum A.

- (g) The combined one-time bonus shall be paid no later than thirty (30) days following ratification of this article.

- (h) Annual salary increases for 2026-2027 are to be determined and will be reopened for negotiations as described in Article 26.

12.3 Other Increases (OI). The University BOT may provide annual OIs up to one percent (1.0%) of the total salary rate of the bargaining-unit.

- (a) OIs may be granted at any time at any time in the following circumstances:

- (1) In response to verified written offers of outside employment.
(2) As recognition for special achievements and/or exceptional merit, including, but not limited to, awards from national or international academic/professional community or funding agencies.
(3) To address compression and inversion.
(4) For equity and market equity considerations.

- (b) No other OIs shall be provided unless negotiated with UFF and ratified by both parties.

- (c) The University shall notify the UFF annually of OI. In this notification, the University will specify which applicable circumstance(s) from 12.3(a) (1)-(4) justified the increase.

12.4 University Awards.

- (a) The University may provide a competitive annual Employee awards program to acknowledge and celebrate the efforts of Employees for their contribution in making the University a world-class leader in science, technology, engineering, and math (STEM) education.

- (b) Awards that have a monetary component must be awarded as the result of a competitive process open to all Employees covered by this contract. The process and criteria for the award must be clearly defined and shared with all eligible Employees.

- (c) The total pool for competitive awards for bargaining unit members will not exceed \$5,000.

12.5 Promotion Increases. A bargaining-unit member who receives a promotion utilizing the promotion procedures in this collective bargaining agreement shall receive the base-salary increase shown below, effective August 15 following the academic year in which the successful review takes place.

- (a) An Assistant Professor or Associate Professor who is promoted will receive a base salary increase of 10% or an increase to the "Salary Floor" (see section 12.7)

appropriate for their new rank, whichever is greater.

(b) An Instructor or Senior Instructor who is promoted will receive a base salary increase of 10% or an increase to a “Salary Floor” (see section 12.7) appropriate for their new rank, whichever is greater.

(c) An Assistant Librarian or Wellness Counselor who is promoted will receive a base salary increase of 10%.

12.6 Legislatively Mandated Increases. Any additional legislatively mandated increases shall be implemented following the corresponding law and do not conflict with this agreement.

12.7 Salary floors.

(a) The median target salary is the median salary provided by College and University Professional Association (CUPA) for the rank and field for the individual using the following target universities, when they participate in the salary survey, as comparators:

(1) **List 1** (*Preferred Group used whenever possible*): Alfred University, Kettering University, Rose-Hulman Institute of Technology, South Dakota School of Mines, University of Alaska Southeast, University of Central Florida, University of South Florida, Clarkson University, Colorado School of Mines, Franklin W. Olin College of Engineering, Illinois Institute of Technology, Oregon Institute of Technology, Rochester Institute of Technology.

(2) **List 2** (*Alternative list used when there is insufficient data in List 1*): this will include all List 1 schools plus Bucknell University, California Polytechnic University – San Luis Obispo, California State Polytechnic University – Pomona, California State University – Los Angeles, Embry Riddle Aeronautical University – Prescott campus, Florida Institute of Technology, Gonzaga, Harvey Mudd, Lafayette, Loyola Marymount University Milwaukee School of Engineering, New Mexico Institute of Mining and Technology, Oregon Institute of Technology, Rowan University, San Jose State University, Stevens Institute of Technology, University of Alaska Southeast, University of San Diego, Valparaiso University.

(b) If List 2 does not provide sufficient data, the University will use all institutions that report to CUPA to calculate the median target salary for the rank and field of an individual.

(c) Instructor salary data is not of high quality in CUPA and the median target salary for Instructor will be set at 88% of the corresponding Assistant Professor median target salary for the relevant field and set. Senior Instructor median target salary will be set at 88% of the corresponding Associate Professor median target salary for relevant field and set. Distinguished Instructor median target salary will be set at 88% of the corresponding Professor median target salary for the relevant field

and set. Professor of Practice median target salary will be set at 100% of the corresponding Assistant Professor median target salary for relevant field and set.

(d) The median target salary will be updated at least annually.

(e) The salary floors for all bargaining-unit members will be:

- (1) 90% of the median target salary for the Instructor Rank,
- (2) 85% of the median target salary for the Senior Instructor Rank,
- (3) 82% of the median target salary for the Distinguished Instructor Rank,
- (4) 90% of the median target salary for the Professor of Practice Rank,
- (5) 87% of the median target salary for the Assistant Professor Rank,
- (6) 85% of the median target salary for the Associate Professor Rank, and
- (7) 82% of the median target salary for the Professor Rank.

For comparable roles and ranks, refer to the target salary for peer institutions as outlined in section 12.7(a) or as defined for a particular rank in 12.7(c).

(f) Upon request, the university will provide UFF with a report that includes the salary floors determined for the previous academic year according to the process laid out in 12.7(a), (b), (c), and (d) for each position within the bargaining unit and filled by an in-unit employee.

12.8 Starting Salary. All bargaining-unit positions will be hired at a starting salary commensurate with their experience. It is expected that those salaries will typically be within 15% of employees within that unit at a similar rank and/or experience level. In exceptional cases, bargaining-unit positions may be hired at a salary above that range contingent on extraordinary experience and extramural funding.

12.9 Grievability. The only issues to be addressed in a grievance filed pursuant to this Agreement (Article 11) alleging violation of this Article are whether there is unlawful discrimination pursuant to state or federal law, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

12.10 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds. Unless the University chooses to fund the increases, and in the event the University does not receive sufficient new legislative or performance funding to fund the salary increases, they shall become void and re-opened for negotiations by the parties.

Addendum A: One-time Scaled Bonus for Those In Unit Prior to January 1, 2025

Last Name	First Name	Compensation	Scaled Bonus	Last Name	First Name	Compensation	Scaled Bonus
Abedin	Paniz	97,545.57	490.89	Kelley	Chris	90,603.51	1,879.30
Adamek	Evan	81,792.47	2,935.00	Kelly	Elizabeth	77,000.00	2,935.00
Alfonso Rodriguez	Ranses	78,428.14	2,935.00	Kim	Jun	91,824.90	1,635.02
Alhamadani	Abdulaziz	94,400.00	1,120.00	Kiyamaz	Guven	95,000.00	1,000.00
Alnaser	Ala	90,319.51	1,936.10	Lamichhane	Manoj	79,647.01	2,935.00
Anderson	Austin	75,090.00	2,935.00	Lenz	C. Wylie	82,530.06	2,935.00
Anshassi	Malak	90,795.60	1,840.88	Luck	Patrick	81,875.87	2,935.00
Bardall	Aaron	79,813.51	2,935.00	Malinin	Artem	96,605.86	678.83
Barker	Bradford	75,000.00	2,935.00	Mernik	Luka	75,500.00	2,935.00
Boyana	Satyajith	75,000.00	2,935.00	Monojit Asish	Sarker	94,425.00	1,115.00
Brilleslyper	Maryann	59,368.75	2,935.00	Mullins	Bernadette	97,431.00	513.80
Bunn	Jared	90,469.90	1,906.02	Murphy	Alexander	89,697.50	2,060.50
Chandra Akula	Sathish	94,400.00	1,120.00	Navarro	Christian	98,848.37	230.33
Das	Somak	78,599.20	2,935.00	Norouzian Reykandeh	Musa	88,792.07	2,241.59
Dina	Ayesha	94,425.00	1,115.00	Oh	Jaeyoun	79,647.02	2,935.00
Drouin	Joshua	75,090.00	2,935.00	Patel	Apurva	88,000.00	2,400.00
Farmani	Mohammad	90,000.00	2,000.00	Pilla	Michael	75,500.00	2,935.00
Fouad	Emadelden	79,717.11	2,935.00	Ramabhotla	Sundari	91,200.00	1,760.00
Ghimire	Sanjeeta	86,500.00	2,700.00	Rumpf	Adam	72,065.92	2,935.00
Hajibabae	Parisa	94,392.50	1,121.50	Sarker	Arijet	94,400.00	1,120.00
Hale	Elizabeth	74,000.00	2,935.00	Sista Venkata	Vijaya	76,255.15	2,935.00
Hardesty	Kathleen	79,000.00	2,935.00	Swain	Dipali	74,000.00	2,935.00
Henderson	Derek	93,568.20	1,286.36	Ulybyshev	Denis	99,120.00	176.00
Hoecker	Marcie	70,172.86	2,935.00	Wang	Xianping	96,022.50	795.50
Hoffmeier	Justin	91,908.72	1,618.26	Watson	Daren	90,277.55	1,944.49
Joyce	Alexander	75,090.00	2,935.00	Wijeyeratne	Navindra	89,155.55	2,168.89
Jribi	Kais	88,000.00	2,400.00	Wu	Yudi	89,262.50	2,147.50
Kames	Elisabeth	92,106.46	1,578.71	Xu	Xiaofan	90,195.36	1,960.93

Employees in unit during the review period and prior to January 1, 2025 are eligible for the scaled bonus.


For those whose compensation is under \$100,000, the scaled bonus is (100,000-Compensation)/5 up to a maximum of \$2,935.

For those whose compensation is \$100,000 or more the scaled bonus is 0.

Compensation excludes raises and bonuses negotiated this round.

In addition to the scaled bonus, every employee in unit during the review period will receive a one-time bonus of \$1,500.

147

For the University	For the UFF
<hr/>	 <hr/>
David Fugett Chief Negotiator	C. Wylie Lenz Chief Negotiator
Date: <hr/>	Date: <u>9/24/2025</u>

ARTICLE 12
SALARIES

[Amended September 2025]

12.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally.

12.2 Annual Salary Increases.

(a) For Only current employees who were in-unit for at least a portion of the prior review period of 2022-2023 in which, February 1, 2024, through January 31, 2025, are eligible for salary increases under 12.2.

(a)(b) All employees who received an evaluation was received for the employee 2024-2025 review period will receive the salary increase listed in the table below: except for employees who joined or rejoined the bargaining unit after January 31, 2024, but before February 1, 2025 (see 12.2(b)).

<u>Evaluation Rating</u>	<u>Increase</u>
Deficient	0.00%
Needs Improvement (provided the previous evaluation was not “Needs Improvement” or “Deficient”)	<u>1.000.55%</u>
Meets Expectations (-)	<u>3.251.55%</u>
Meets Expectations	<u>3.251.55%</u>
Meets Expectations (+)	<u>3.251.55%</u>
Exceeds Expectations	<u>3.651.80%</u>
Exemplary	<u>4.002.05%</u>

(c) Employees who were hired joined or rejoined the bargaining unit after August 16, 2023 January 31, 2024, but before February 15, 2024, and did not receive a performance evaluation for 2023-2024 1, 2025, will receive a 1.55% salary increase regardless of whether or not they received a performance evaluation for 2024-2025.

(d) Upon ratification, all salary increases, including salary increases as a result of promotion, will be retroactive to August 11, 2025.

(e) Every employee who was in-unit before February 1, 2025, will receive a one-time bonus of \$1,500.

(f) Additional One-time Scaled Bonuses.

(1) Every employee who was in-unit before January 1, 2025, will receive an additional one-time scaled bonus of one fifth (1/5) of the difference between \$100,000 and their salary, up to a maximum of \$2.5%, 935.00. The scaled bonus is \$0 for those whose salary exceeds \$100,000.

(2) For purposes of this calculation, the employee’s salary includes all salary

increases due to the employee as of September 15, 2025, including promotion increases, but does not include increases determined in 12.2(a) and (b) of this document.

(3) Addendum A attached to this Article sets forth the exact scaled bonus to be given to every eligible employee whose salary is below \$100,000, calculated as described above in 12.2(f)(1)(2). In the event any discrepancy exists between this Article and Addendum A, Addendum A controls, except in the case an employee has been erroneously excluded from Addendum A.

(g) The combined one-time bonus shall be paid no later than thirty (30) days following ratification of this article.

~~(b)~~(h) Annual salary increases for ~~2025-2026-2027~~ are to be determined and will be reopened for negotiations as described in Article 26.

12.3 Other Increases (OI). The University BOT may provide annual OIs up to one percent (1.0%) of the total salary rate of the bargaining-unit.

(a) OIs may be granted at any time at any time in the following circumstances:

(1) In response to verified written offers of outside employment;

(2) As recognition for special achievements and/or exceptional merit, including, but not limited to, awards from national or international academic/professional community or funding agencies;

(3) To address compression and inversion;

(4) For equity and market equity considerations;

(b) No other OIs shall be provided unless negotiated with UFF and ratified by both parties.

(c) The University shall notify the UFF annually of OI. In this notification, the University will specify which applicable circumstance(s) from 12.3(a) (1)-(4) justified the increase.

12.4 University Awards.

(a) The University may provide a competitive annual Employee awards program to acknowledge and celebrate the efforts of Employees for their contribution in making the University a world-class leader in science, technology, engineering, and math (STEM) education.

(b) Awards that have a monetary component must be awarded as the result of a competitive process open to all Employees covered by this contract. The process and criteria for the award must be clearly defined and shared with all eligible Employees.

(c) The total pool for competitive awards for bargaining unit members will not exceed \$5,000.

12.5 Promotion Increases. A bargaining-unit member who receives a promotion utilizing the promotion procedures in this collective bargaining agreement shall receive the base-salary increase shown below, effective August 15 following the academic year in which the

successful review takes place.

- (a) An Assistant Professor or Associate Professor who is promoted will receive a base salary increase of 10% or an increase to the “Salary Floor” (see section 12.7) appropriate for their new rank, whichever is greater.
- (b) An Instructor or Senior Instructor who is promoted will receive a base salary increase of 10% or an increase to a “Salary Floor” (see section 12.7) appropriate for their new rank, whichever is greater.
- (c) An Assistant Librarian or Wellness Counselor who is promoted will receive a base salary increase of 10%.

12.6 Legislatively Mandated Increases. Any additional legislatively mandated increases shall be implemented following the corresponding law and do not conflict with this agreement.

12.7 Salary floors.

- (a) The median target salary is the median salary provided by College and University Professional Association (CUPA) for the rank and field for the individual using the following target universities, when they participate in the salary survey, as comparators:

- (1) **List 1** (*Preferred Group used whenever possible*): Alfred University, Kettering University, Rose-Hulman Institute of Technology, South Dakota School of Mines, University of Alaska Southeast, University of Central Florida, University of South Florida, Clarkson University, Colorado School of Mines, Franklin W. Olin College of Engineering, Illinois Institute of Technology, Oregon Institute of Technology, Rochester Institute of Technology.

- (2) **List 2** (*Alternative list used when there is insufficient data in List 1*): this will include all List 1 schools plus Bucknell University, California Polytechnic University – San Luis Obispo, California State Polytechnic University – Pomona, California State University – Los Angeles, Embry Riddle Aeronautical University – Prescott campus, Florida Institute of Technology, Gonzaga, Harvey Mudd, Lafayette, Loyola Marymount University Milwaukee School of Engineering, New Mexico Institute of Mining and Technology, Oregon Institute of Technology, Rowan University, San Jose State University, Stevens Institute of Technology, University of Alaska Southeast, University of San Diego, Valparaiso University.

- (b) If List 2 does not provide sufficient data, the University will use all institutions that report to CUPA to calculate the median target salary for the rank and field of an individual.

- (c) Instructor salary data is not of high quality in CUPA and the median target salary for Instructor will be set at 88% of the corresponding Assistant Professor median target salary for the relevant field and set. Senior Instructor median target salary

will be set at 88% of the corresponding Associate Professor median target salary for relevant field and set. Distinguished Instructor median target salary will be set at 88% of the corresponding Professor median target salary for the relevant field and set. Professor of Practice median target salary will be set at 100% of the corresponding Assistant Professor median target salary for relevant field and set.

(d) The median target salary will be updated at least annually.

(e) The salary floors for all bargaining-unit members will be:

- (1) 90% of the median target salary for the Instructor Rank,
- (2) 85% of the median target salary for the Senior Instructor Rank,
- (3) 82% of the median target salary for the Distinguished Instructor Rank,
- (4) 90% of the median target salary for the Professor of Practice Rank,
- (5) 87% of the median target salary for the Assistant Professor Rank,
- (6) 85% of the median target salary for the Associate Professor Rank, and
- (7) 82% of the median target salary for the Professor Rank.

For comparable roles and ranks, refer to the target salary for peer institutions as outlined in section 12.7(a) or as defined for a particular rank in 12.7(c).

(f) Upon request, the university will provide UFF with a report that includes the salary floors determined for the previous academic year according to the process laid out in 12.7(a), (b), (c), and (d) for each position within the bargaining unit and filled by an in-unit employee.

12.8 Starting Salary. All bargaining-unit positions will be hired at a starting salary commensurate with their experience. It is expected that those salaries will typically be within 15% of employees within that unit at a similar rank and/or experience level. In exceptional cases, bargaining-unit positions may be hired at a salary above that range contingent on extraordinary experience and extramural funding.

12.9 Grievability. The only issues to be addressed in a grievance filed pursuant to this Agreement (Article 11) alleging violation of this Article are whether there is unlawful discrimination pursuant to state or federal law, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

12.10 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds. Unless the University chooses to fund the increases, and in the event the University does not receive sufficient new legislative or performance funding to fund the salary increases, they shall become void and re-opened for negotiations by the parties.

Addendum A: One-time Scaled Bonus for Those In Unit Prior to January 1, 2025

<u>Last Name</u>	<u>First Name</u>	<u>Compensation</u>	<u>Scaled Bonus</u>	<u>Last Name</u>	<u>First Name</u>	<u>Compensation</u>	<u>Scaled Bonus</u>
<u>Abedin</u>	<u>Paniz</u>	<u>97,545.57</u>	<u>490.89</u>	<u>Kelley</u>	<u>Chris</u>	<u>90,603.51</u>	<u>1,879.30</u>
<u>Adamek</u>	<u>Evan</u>	<u>81,792.47</u>	<u>2,935.00</u>	<u>Kelly</u>	<u>Elizabeth</u>	<u>77,000.00</u>	<u>2,935.00</u>
<u>Alfonso Rodriguez</u>	<u>Ranses</u>	<u>78,428.14</u>	<u>2,935.00</u>	<u>Kim</u>	<u>Jun</u>	<u>91,824.90</u>	<u>1,635.02</u>
<u>Alhamadani</u>	<u>Abdulaziz</u>	<u>94,400.00</u>	<u>1,120.00</u>	<u>Kiyamaz</u>	<u>Guven</u>	<u>95,000.00</u>	<u>1,000.00</u>
<u>Alnaser</u>	<u>Ala</u>	<u>90,319.51</u>	<u>1,936.10</u>	<u>Lamichhane</u>	<u>Manoj</u>	<u>79,647.01</u>	<u>2,935.00</u>
<u>Anderson</u>	<u>Austin</u>	<u>75,090.00</u>	<u>2,935.00</u>	<u>Lenz</u>	<u>C. Wylie</u>	<u>82,530.06</u>	<u>2,935.00</u>
<u>Anshassi</u>	<u>Malak</u>	<u>90,795.60</u>	<u>1,840.88</u>	<u>Luck</u>	<u>Patrick</u>	<u>81,875.87</u>	<u>2,935.00</u>
<u>Bardall</u>	<u>Aaron</u>	<u>79,813.51</u>	<u>2,935.00</u>	<u>Malinin</u>	<u>Artem</u>	<u>96,605.86</u>	<u>678.83</u>
<u>Barker</u>	<u>Bradford</u>	<u>75,000.00</u>	<u>2,935.00</u>	<u>Mernik</u>	<u>Luka</u>	<u>75,500.00</u>	<u>2,935.00</u>
<u>Boyana</u>	<u>Satyajith</u>	<u>75,000.00</u>	<u>2,935.00</u>	<u>Monojit Asish</u>	<u>Sarker</u>	<u>94,425.00</u>	<u>1,115.00</u>
<u>Brilleslyper</u>	<u>Maryann</u>	<u>59,368.75</u>	<u>2,935.00</u>	<u>Mullins</u>	<u>Bernadette</u>	<u>97,431.00</u>	<u>513.80</u>
<u>Bunn</u>	<u>Jared</u>	<u>90,469.90</u>	<u>1,906.02</u>	<u>Murphy</u>	<u>Alexander</u>	<u>89,697.50</u>	<u>2,060.50</u>
<u>Chandra Akula</u>	<u>Sathish</u>	<u>94,400.00</u>	<u>1,120.00</u>	<u>Navarro</u>	<u>Christian</u>	<u>98,848.37</u>	<u>230.33</u>
<u>Das</u>	<u>Somak</u>	<u>78,599.20</u>	<u>2,935.00</u>	<u>Norouzian Reykandeh</u>	<u>Musa</u>	<u>88,792.07</u>	<u>2,241.59</u>
<u>Dina</u>	<u>Ayesha</u>	<u>94,425.00</u>	<u>1,115.00</u>	<u>Oh</u>	<u>Jaeyoun</u>	<u>79,647.02</u>	<u>2,935.00</u>
<u>Drouin</u>	<u>Joshua</u>	<u>75,090.00</u>	<u>2,935.00</u>	<u>Patel</u>	<u>Apurva</u>	<u>88,000.00</u>	<u>2,400.00</u>
<u>Farmani</u>	<u>Mohammad</u>	<u>90,000.00</u>	<u>2,000.00</u>	<u>Pilla</u>	<u>Michael</u>	<u>75,500.00</u>	<u>2,935.00</u>
<u>Fouad</u>	<u>Emadelden</u>	<u>79,717.11</u>	<u>2,935.00</u>	<u>Ramabhotla</u>	<u>Sundari</u>	<u>91,200.00</u>	<u>1,760.00</u>
<u>Ghimire</u>	<u>Sanjeeta</u>	<u>86,500.00</u>	<u>2,700.00</u>	<u>Rumpf</u>	<u>Adam</u>	<u>72,065.92</u>	<u>2,935.00</u>
<u>Hajibabaei</u>	<u>Parisa</u>	<u>94,392.50</u>	<u>1,121.50</u>	<u>Sarker</u>	<u>Arijet</u>	<u>94,400.00</u>	<u>1,120.00</u>
<u>Hale</u>	<u>Elizabeth</u>	<u>74,000.00</u>	<u>2,935.00</u>	<u>Sista Venkata</u>	<u>Vijaya</u>	<u>76,255.15</u>	<u>2,935.00</u>
<u>Hardesty</u>	<u>Kathleen</u>	<u>79,000.00</u>	<u>2,935.00</u>	<u>Swain</u>	<u>Dipali</u>	<u>74,000.00</u>	<u>2,935.00</u>
<u>Henderson</u>	<u>Derek</u>	<u>93,568.20</u>	<u>1,286.36</u>	<u>Ulybyshev</u>	<u>Denis</u>	<u>99,120.00</u>	<u>176.00</u>
<u>Hoecker</u>	<u>Marcie</u>	<u>70,172.86</u>	<u>2,935.00</u>	<u>Wang</u>	<u>Xianping</u>	<u>96,022.50</u>	<u>795.50</u>
<u>Hoffmeier</u>	<u>Justin</u>	<u>91,908.72</u>	<u>1,618.26</u>	<u>Watson</u>	<u>Daren</u>	<u>90,277.55</u>	<u>1,944.49</u>
<u>Joyce</u>	<u>Alexander</u>	<u>75,090.00</u>	<u>2,935.00</u>	<u>Wijeyeratne</u>	<u>Navindra</u>	<u>89,155.55</u>	<u>2,168.89</u>
<u>Jribi</u>	<u>Kais</u>	<u>88,000.00</u>	<u>2,400.00</u>	<u>Wu</u>	<u>Yudi</u>	<u>89,262.50</u>	<u>2,147.50</u>
<u>Kames</u>	<u>Elisabeth</u>	<u>92,106.46</u>	<u>1,578.71</u>	<u>Xu</u>	<u>Xiaofan</u>	<u>90,195.36</u>	<u>1,960.93</u>

Employees in unit during the review period and prior to January 1, 2025 are eligible for the scaled bonus.

For those whose compensation is under \$100,000, the scaled bonus is (100,000-Compensation)/5 up to a maximum of \$2,935.

For those whose compensation is \$100,000 or more the scaled bonus is 0.

Compensation excludes raises and bonuses negotiated this round.

In addition to the scaled bonus, every employee in unit during the review period will receive a one-time bonus of \$1,500.

<u>For the University</u>	<u>For the UFF</u>
<u>David Fugett</u>	<u>C. Wylie Lenz</u>
<u>Chief Negotiator</u>	<u>Chief Negotiator</u>
<u>Date:</u>	<u>Date:</u>