



# New College of Florida

*The Honors College*

New College of Florida Board of Trustees  
Tuesday, November 19, 2024 from 2:00 p.m. – 4:00 p.m. EST  
Via Zoom

<https://ncf.zoom.us/j/92674314538?pwd=2S1unLbI57inqXdhJaigjLcikwDh.1>

Passcode: 664615

## Meeting Agenda

### 1. Call to Order

- Roll Call, Establish Quorum, Confirm Public Notice of Meeting

### 2. Call for Public Comment

### 3. Consent Agenda

#### **ACTION ITEMS**

- Approve Minutes for the August 15, 2024 BOT Meeting

#### **INFORMATIONAL ITEM**

- First Quarterly Budget Update

#### **BOARD MOTION: APPROVAL OF CONSENT AGENDA ACTION ITEMS AND ACCEPTANCE OF CONSENT INFORMATIONAL ITEM**

### 4. President's Report Richard Corcoran, *President*

### 5. Student Temporary Housing Purchase Orders – University of South Florida Sarasota-Manatee

Christie Fitz-Patrick *Vice President, Finance & Administration, Chief of Staff*

- Approve Student Temporary Housing Purchase Order – University of South Florida Sarasota-Manatee

### 6. Update to University E&G Carryforward Spending Plans FY 2024-25 Christie Fitz-Patrick *Vice*

*President, Finance & Administration, Chief of Staff*

- Approval of the updated University E&G Carryforward Spending Plans FY 2024-25

### 7. Update to 2025-26 Legislative Budget Request (LBR) for Fixed Capital Outlay Christie Fitz-

Patrick *Vice President, Finance & Administration, Chief of Staff*

- Approval of the updated 2025-26 Legislative Budget Request (LBR) for Fixed Capital Outlay

### 8. Green Fee Review Christie Fitz-Patrick *Vice President, Finance & Administration, Chief of Staff*

- Approval of the continuation of the Green Fee

### 9. Collective Bargaining Agreement David Brickhouse, *Vice President, Legal Affairs & Human Resources*

- Approval of Ratification of Updated Collective Bargaining Agreement between New College of Florida and the Florida Police Benevolent Association

- Approval of Ratification of Updated Collective Bargaining Agreement between New College of Florida and the United Faculty of Florida and Amendment to Faculty Retention Bonus MOU
- Approval of Recommendation for Changes to Salary and Benefits for Out-of-Unit Employees

**10. Regulation Updates** David Brickhouse, *Vice President, Legal Affairs & Human Resources*

- Approval of Regulation Amendment – 1-1001 Mission Statement and Goals
- Approval of Regulation Amendment – 3-1002 Tuition and Fees Schedule
- Approval of Regulation Amendment – 3-5102 College Land Use Planning and Utilization Policy
- Approval of Regulation Amendment – 3-7001 New College of Florida Direct Support Organization
- Approval of Regulation Amendment – 6-3005 Student Code of Conduct

**11. New College of Florida's Core Curriculum** Richard Corcoran, *President* and Manuel Lopez, *Associate Provost*

- Approval of the New General Education Curriculum at New College of Florida

**12. New Business**

**13. Adjournment**

**New College of Florida Board of Trustees  
Sudakoff Conference Center  
Draft Minutes for August 15, 2024**

**Pledge of Allegiance**

**Call to Order**

The meeting was called to order at 2:01 p.m. and a quorum was established.

**Trustees Present:** Debra A. Jenks (Chair), Ron Christaldi (Vice Chair), Ryan Anderson, Mark Bauerlein, Lance Karp, Charles Kesler, Sarah Mackie, Olivia Mikkelsen, Don Patterson, Amy Reid, and Matthew Spalding. Not present: Joe Jacquot and Christopher Rufo

**Acknowledgment of Notice of Meeting**

Chief of Staff Christie Fitz-Patrick confirmed the meeting had been duly noticed.

**Call for Public Comment**

Public comment process ensued. The following members of the public provided comments: Rodrigo Diaz, Kathleen Coty, Jono Miller, Judy Burns, Donald Popovitch, Peter Schelhorn

**Consent Agenda**

The consent agenda was presented and a request was made by Chair Jenks that it be approved.

**ACTION ITEMS**

- Approve Minutes for the June 13, 2024 BOT Meeting
- **Finance & Administration Committee**
  - Approval University E&G Carryforward Spending Plans FY 2024-25
  - Approval Operating Budget University Summary Schedule I (July 2024 June 2025)
  - Approval of New College of Florida Textbook and Instructional Materials Affordability Annual Report for Fall 2023 and Spring 2024

Trustee Christaldi made a motion to approve the Minutes for the June 13, 2024 BOT Meeting with the requested correction to the New College of Florida Business/Strategic Plan motion, was seconded by Trustee Patterson and approved by voice vote unanimously.

Trustee Reid requested that the following items be removed from the consent agenda.

- Approval University E&G Carryforward Spending Plans FY 2024-25
- Approval Operating Budget University Summary Schedule I (July 2024 June 2025)

A motion to approve the remaining items on the consent agenda was made by Trustee Christaldi, seconded by Trustee Spalding and was approved by voice vote unanimously.

**University E&G Carryforward Spending Plans FY 2024-25**

A motion to approve the University E&G Carryforward Spending Plans FY 2024-25 was made by Trustee Karp, seconded by Trustee Anderson and was approved by voice vote unanimously.

**Approval Operating Budget University Summary Schedule I (July 2024 June 2025)**

A motion to approve the Approval Operating Budget University Summary Schedule I (July 2024 June 2025) was brought forward from the Finance and Administration Committee, seconded by Trustee Karp, and was approved by voice vote unanimously.

**President's Report**

President Richard Corcoran gave his report.

**Florida Institute of Marine Mammal Science (FIMMS) Proposal**

Chair Jenks requested that Dr. David Rancourt, Interim Provost and Dr. Heidi Harley, Professor of Psychology present the Florida Institute of Marine Mammal Science (FIMMS) Proposal.

A motion to approve the Florida Institute of Marine Mammal Science (FIMMS) Proposal was made by Trustee Karp, seconded by Trustee Anderson, and approved by voice vote unanimously.

**Collective Bargaining Agreement**

Chair Jenks requested that David Brickhouse, Vice President, Legal Affairs & Human Resources present the Collective Bargaining Agreement.

A motion to approve the Ratification of Updated Collective Bargaining Agreement between New College of Florida and the American Federation of State, County and Municipal Employees was made by Trustee Kesler seconded by Trustee Bauerlein, and was approved by voice vote unanimously.

**Election of the Chair and Vice Chair of the New College Board of Trustees**

Trustee Karp made a motion to nominate Debra Jenks as Chair of the Board of Trustees, seconded by Trustee Spalding, and was approved by voice vote unanimously.

Trustee Karp made a motion to nominate Ron Christaldi as Vice Chair of the Board of Trustees, seconded by Trustee Spalding, and was approved by voice vote unanimously.

**New Business**

No new business ensued.

**Adjournment**

There being no other business, the meeting was adjourned at 3:24 pm.

Respectfully submitted,

Christie Fitz-Patrick Chief of Staff/BOT Liaison

# NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

**Meeting Date: November 19, 2024**

**SUBJECT:** 2024-25 1<sup>st</sup> Quarterly Operating Budget Update

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## **BACKGROUND INFORMATION**

The 2024-25 Preliminary Operating Budget was approved by the College's Board of Trustees on June 13, 2024 and submitted to the Florida Board of Governors. The Initial Operating Budget Schedule I for 2024-25 was approved by the Board of Trustees on August 15, 2024, and likewise submitted to the Board of Governors.

New College received historic legislative investments for Fiscal Year 2024-2025. Summaries of the major state support funding follows:

**General Revenue and Lottery:** The combined total of general revenue and lottery for FY 2024-2025 is \$62,437,237 which includes increased legislative support for college operational enhancement. Highlights of the use of FY25 funding are as follows:

**\$15 million nonrecurring (Budget amendment releasing these funds approved October 22, 2024):**

- \$2 million Scholarships
- \$12 million Campus Rehabilitation Expenses
  - o \$10 million Hotels/Housing emergency costs due to record enrollment, closing dorms and student safety concerns
  - o \$2 million Technology upgrades & improvements
  - o \$1 million Campus Security Improvements

**Performance Based Funding:** The combined total of the college's PBF award of \$9,901,538 is included in the overall total of state appropriated funds. This includes an institutional investment of \$5,137,611 and a state investment of \$4,330,272 in the award for achieving the minimum point score set by the state for performance to receive the full award. There is also an additional award of \$433,655 for year two of Faculty Recruitment & Retention for the college to use to reward faculty excellence.

**Tuition and Fees:** Estimated *Net* tuition and fees has been adjusted down to \$3.5 million. While this forecast reflects the growth in enrollment over previous record highs, it is fair to point out that this projection is intentionally conservative so that we do not budget above our revenues and provide a margin of error.

**Financial Aid/Scholarships:** Financial Aid/ Scholarships is projected at \$6 million which is approximately the same as the prior year budget.

Also, as requested previously, a detailed summary of the College's Athletic Budget has been provided for informational purposes.

While the college has experienced multiple natural disasters so far this fall term, the current percentage trends of revenues received and budget expended are on target for FY25 expectations. Additionally, budget adjustments are reflect in multiple auxiliaries and contracts and grants to reflect the college's continued efforts to provide transparency into the college's accounts. We will provide another quarterly update at the February BOT meeting.

An additional update on the Carry Forward Budget is included as an action item on today's agenda.

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**Supporting Documentation Included:**

FY24-25 BOT approved Budget – 1<sup>st</sup> Quarter Update

**Facilitators/Presenters:**

Christie Fitz-Patrick, Chief of Staff & Vice President of Finance & Administration

Allyce Heflin Moriak, Associate Vice President of Budget & Government Relations

**New College of Florida**  
**Proposed Fiscal Year 2024-25 Operating & Fixed Capital Outlay Budget**  
**Comparative Fiscal Years 2023-24 & 2024-25**  
**September 30, 2024**

**Grand Summary - Total All Funds**

<i>Summary of Revenues</i>		FY 2023-24 Actual Revenues Received YEAR END	FY 2024-25 Budgeted Revenue BOT Approved 6.13.24	FY2024-25 Adjusted Revenue as of 9.30.2024	FY 2024-25 Actual Revenues Received as of 9.30.24
Education & General (E&G)		\$ 63,889,043	\$ 59,887,292	\$ 59,895,913	\$ 11,480,739
Tuition and Fees <sup>1</sup>		\$ 4,258,968	\$ 5,007,778	\$ 3,584,617	\$ 2,192,405
Educational Enhancement (Lottery)		\$ 2,696,944	\$ 2,541,324	\$ 2,541,324	\$ -
CITF, Deferred Maintenance & PECO Appropriation		\$ 9,497,039	\$ 16,538,491	\$ 16,486,551	\$ 1,397,840
Student Activity Fee Revenue		\$ 372,028	\$ 369,000	\$ 369,001	\$ 198,185
Athletic and Other Fee Revenue <sup>2</sup>		\$ 493,886	\$ 400,000	\$ 679,751	\$ 131,778
Health Fee Revenue		\$ 143,251	\$ 150,000	\$ 170,000	\$ 80,524
Scholarship & Financial Aid Revenue - NON-E&G		\$ 3,380,547	\$ 5,166,461	\$ 4,307,468	\$ 881,412
Contracts & Grants Revenue		\$ 1,327,913	\$ 1,367,312	\$ 2,822,403	\$ 370,097
Housing Fee Revenue		\$ 4,825,229	\$ 6,839,160	\$ 6,958,360	\$ 2,692,911
Food Service Fee Revenue		\$ 2,866,258	\$ 3,202,029	\$ 3,202,029	\$ 1,341,107
Other Auxiliary Revenue		\$ 1,603,180	\$ 987,235	\$ 744,982	\$ 517,120
Foundation Revenue		\$ 1,439,111	\$ 3,348,747	\$ 3,348,747	\$ 304,560
Carry Forward <sup>4</sup>		\$ 10,051,207	TBD	\$ 12,698,070	\$ 2,681,851
<b>Summary of Revenues Total</b>		<b>\$ 106,844,604</b>	<b>\$ 105,804,829</b>	<b>\$ 117,809,216</b>	<b>\$ 24,270,528</b>

<i>Summary of Expenditures</i>		FY 2023-24 Actual Expenditures YEAR END	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Adjusted Budget as of 9.30.2024	FY 2024-25 Actual Expenditures As of 9.30.24
Salaries & Benefits		\$ 35,522,957	\$ 41,534,640	\$ 41,675,532	\$ 7,098,264
Other Personnel Service		\$ 3,146,393	\$ 1,975,578	\$ 2,758,661	\$ 704,531
General Expenses		\$ 17,640,524	\$ 19,349,961	\$ 24,407,835	\$ 4,062,780
Physical Plant, Operations & Utilities <sup>3</sup>		\$ 23,872,513	\$ 27,033,476	\$ 34,685,257	\$ 6,436,505
Scholarships & Financial Aid		\$ 10,448,826	\$ 12,089,806	\$ 10,830,170	\$ 5,319,580
Library & Other Academic Resources		\$ 1,531,486	\$ 2,555,827	\$ 1,575,109	\$ 310,207
Student Activity Expenditures		\$ 388,048	\$ 144,641	\$ 369,001	\$ 52,375
Athletics Expenditures		\$ 896,593	\$ 1,120,900	\$ 1,507,650	\$ 286,286
<b>Summary of Expenditures Total</b>		<b>\$ 93,447,342</b>	<b>\$ 105,804,829</b>	<b>\$ 117,809,216</b>	<b>\$ 24,270,528</b>

1. Annualized Tuition and Fee waivers of \$3,223,161 included in FY25 budgeted total.
2. FY2023-24 Athletic Revenue includes the use of Prior Year Auxiliary cash balance of \$295,869.47.
3. FY2024-25 Carry Forward revenue will be updated to reflect the \$2.5 million addition from the college's 7% reserve after the BOT meeting.
4. Includes Carry Forward FCO projects, E&G Housing Support, CITF, Deferred Maintenance & PECO projects.

**New College of Florida**  
**Proposed Fiscal Year 2024-25 Operating Budget**  
**Comparative Fiscal Years 2023-24 & 2024-25**  
**September 30, 2024**

E&G Only

<b>Summary of Revenues</b>		<b>FY 23-24 Actual Revenues YEAR END</b>	<b>FY 2024-25 Budgeted Revenue BOT Approved 6.13.24</b>	<b>FY2024-25 Adjusted Revenue Budget as of 9.30.2024</b>	<b>FY 2024-25 Actual Revenues Received as of 9.30.24</b>
	General Revenue	\$ 63,889,043	\$ 59,887,292	\$ 59,895,913	\$ 11,480,739
	Tuition and Fees (Net) <sup>1</sup>	\$ 4,258,968	\$ 5,007,778	\$ 3,584,617	\$ 2,192,405
	Lottery	\$ 2,696,944	\$ 2,541,324	\$ 2,541,324	\$ -
<b>Summary of Revenues Total</b>		<b>\$ 70,844,955</b>	<b>\$ 67,436,394</b>	<b>\$ 66,021,854</b>	<b>\$ 13,673,144</b>

\$ - \$ -

<b>Summary of Expenditures</b>		<b>FY 2023-24 Actual Expenditures YEAR END</b>	<b>FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24</b>	<b>FY 2024-25 Adjusted Expenditures Budgeted as of 9.30.2024</b>	<b>FY 2024-25 Actual Expenditures As of 9.30.24</b>
	Salaries and Benefits	\$ 36,782,530	\$ 37,911,338	\$ 38,607,394	\$ 6,687,519
	Other Personnel Service	\$ 2,189,598	\$ 1,966,371	\$ 2,007,544	\$ 402,046
	General Expense <sup>2</sup>	\$ 26,742,204	\$ 27,558,685	\$ 25,406,917	\$ 8,021,910
<b>Summary of Expenditures Total</b>		<b>\$ 65,714,332</b>	<b>\$ 67,436,394</b>	<b>\$ 66,021,854</b>	<b>\$ 15,111,475</b>

<b>Summary detail of General Expense</b>		<b>FY 2023-24 Actual Expenditures YEAR END</b>	<b>FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24</b>	<b>FY 2024-25 Adjusted Expenditures Budget as of 9.30.2024</b>	<b>FY 2024-25 Actual Expenditures As of 9.30.24</b>
	Academic Instruction & Student Support	\$ 2,247,019	\$ 6,131,474	\$ 3,639,260	\$ 816,021
	Performance Based Funding - Recruitment & Retention <sup>3</sup>	\$ 676,173	TBD	\$ 433,655	\$ -
	Administration	\$ 3,921,173	\$ 4,972,023	\$ 4,855,036	\$ 1,451,871
	Physical Plant Operations & Maintenance	\$ 1,071,674	\$ 2,670,000	\$ 2,670,000	\$ 689,804
	Housing Support & Hotel Costs	\$ 12,514,983	\$ 7,824,985	\$ 9,153,994	\$ 1,635,801
	Scholarships & Financial Aid	\$ 6,292,919	\$ 5,933,685	\$ 4,628,453	\$ 3,417,971
	Athletics Expenses	\$ 18,263	\$ 26,518	\$ 26,518	\$ 10,443
<b>Summary detail of General Expense Total</b>		<b>\$ 26,742,204</b>	<b>\$ 27,558,685</b>	<b>\$ 25,406,917</b>	<b>\$ 8,021,911</b>

1. Annualized Tuition and Fee waivers of \$3,223,161 included in FY25 budgeted total.
2. The Summary detail of General Expense provides the detail for the total general expense for each Fiscal Year.
3. FY24 Budgeted Performance Based Funding for Recruitment & Retention was budgeted in both salaries & benefits and general expense. The amount of \$676,173 is the general expense portion only. There was an additional \$1,130,337 spent in labor and \$5,693,390 was Carried Forward to FY25. FY25 PBF - R&R award amount of \$433,655 is set aside for faculty compensation.



**New College of Florida**  
**Proposed Fiscal Year 2024-25 Operating Budget**  
**Comparative Fiscal Years 2023-24 & 2024-25**  
**September 30, 2024**

**Auxiliaries Only**

		FY 2023-24 Actual Expenditures Year End	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Adjusted Expenditures Budgeted as of 9.30.2024	FY 2024-25 Actual Expenditures As of 9.30.24
<b>Student Activity Fee</b> (Hamilton Center, Student Alliance, Student Government, & Green Fee)	Revenue	\$ 372,028	\$ 369,000	\$ 369,001	\$ 198,185
	Labor	\$ 232,007	\$ 224,359	\$ 224,360	\$ 30,712
	Expense	\$ 156,041	\$ 144,641	\$ 144,641	\$ 21,663
	<b>Expenditure Totals</b>	<b>\$ 388,048</b>	<b>\$ 369,000</b>	<b>\$ 369,001</b>	<b>\$ 52,375</b>

		FY 2023-24 Actual Expenditures Year End	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Adjusted Expenditures Budgeted as of 9.30.2024	FY 2024-25 Actual Expenditures As of 9.30.24
<b>Housing Fee</b>	Revenue	\$ 4,825,229	\$ 6,839,160	\$ 6,958,360	\$ 2,692,911
	Labor	\$ 792,849	\$ 1,248,538	\$ 1,248,538	\$ 173,257
	Expense	\$ 3,269,905	\$ 4,039,310	\$ 5,709,822	\$ 1,528,401
	<b>Expenditure Totals</b>	<b>\$ 4,062,754</b>	<b>\$ 5,287,848</b>	<b>\$ 6,958,360</b>	<b>\$ 1,701,658</b>

		FY 2023-24 Actual Expenditures Year End	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Adjusted Expenditures Budgeted as of 9.30.2024	FY 2024-25 Actual Expenditures As of 9.30.24
<b>Food Service Fee</b>	Revenue	\$ 2,866,258	\$ 3,202,029	\$ 3,202,029	\$ 1,341,107
	Labor	\$ 138,546	\$ 126,682	\$ 126,682	\$ 27,398
	Expense	\$ 2,704,228	\$ 2,994,830	\$ 3,075,347	\$ 25,462
	<b>Expenditure Totals</b>	<b>\$ 2,842,774</b>	<b>\$ 3,121,512</b>	<b>\$ 3,202,029</b>	<b>\$ 52,860</b>

		FY 2023-24 Actual Expenditures Year End	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Adjusted Expenditures Budgeted as of 9.30.2024	FY 2024-25 Actual Expenditures As of 9.30.24
<b>All Other Auxiliaries</b>	Revenue	\$ 1,603,180	\$ 987,235	\$ 744,982	\$ 517,120
	Labor	\$ 224,094	\$ 152,919	\$ 152,919	\$ 43,954
	Expense	\$ 886,402	\$ 825,740	\$ 592,063	\$ 106,327
	<b>Expenditure Totals</b>	<b>\$ 1,110,496</b>	<b>\$ 978,659</b>	<b>\$ 744,982</b>	<b>\$ 150,281</b>

<b>TOTAL ALL AUXILIARIES</b>		<b>\$ 8,404,072</b>	<b>\$ 9,757,019</b>	<b>\$ 11,274,372</b>	<b>\$ 1,957,173</b>
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**New College of Florida**  
**Proposed Fiscal Year 2024-25 Operating Budget**  
**Comparative Fiscal Years 2023-24 & 2024-25**  
**September 30, 2024**

		FY 2023-24 Actual Expenditures Year End	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Budgeted Expenditures as of 9.30.2024	FY 2024-25 Actual Expenditures As of 9.30.24
<b>New College Foundation Support</b>	Revenue	\$ 1,439,111	\$ 3,348,747	\$ 3,348,747	\$ 304,560
	Executive Salaries	\$ 825,839	\$ 899,850	\$ 899,850	\$ 80,117
	Athletics	N/A	\$ 1,000,000	\$ 1,000,000	\$ 208,298
	Scholarships & Enhancements	\$ 329,547	\$ 998,867	\$ 998,867	\$ 112,152
	Chair & Grant Funding	\$ 56,426	\$ 90,030	\$ 90,030	\$ 410
	Lobbyist	\$ 259,456	\$ 360,000	\$ 360,000	\$ -
	<b>Expense Totals</b>	<b>\$ 1,471,268</b>	<b>\$ 3,348,747</b>	<b>\$ 3,348,747</b>	<b>\$ 400,977</b>

		FY 2023-24 Actual Expenditures Year End	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Budgeted Expenditures as of 9.30.2024	FY 2024-25 Actual Expenditures As of 9.30.24
<b>Contracts &amp; Grants</b>	Revenue	\$ 1,327,913	\$ 1,367,312	\$ 2,822,403	\$ 370,097
	Labor	\$ 900,170	\$ 500,000	\$ 709,565	\$ 145,445
	Expense	\$ 413,001	\$ 867,312	\$ 2,112,838	\$ 103,747
	<b>Expense Totals</b>	<b>\$ 1,313,171</b>	<b>\$ 1,367,312</b>	<b>\$ 2,822,403</b>	<b>\$ 249,193</b>

		FY 2023-24 Actual Expenditures Year End	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Budgeted Expenditures as of 9.30.2024	FY 2024-25 Actual Expenditures As of 9.30.24
<b>Financial Aid - NON-E&amp;G</b>	Revenue	\$ 3,380,547	\$ 4,666,461	\$ 4,307,468	\$ 881,412
	Labor	\$ 36,893	\$ 9,207	\$ 36,827	\$ -
	Aid Distributed	\$ 3,343,654	\$ 4,657,254	\$ 4,270,641	\$ 1,796,470
	<b>Expense Totals</b>	<b>\$ 3,380,547</b>	<b>\$ 4,666,461</b>	<b>\$ 4,307,468</b>	<b>\$ 1,796,470</b>

New College of Florida  
Fiscal Year 2024-25 Operating Budget - 1st Quarter Update  
Comparative Fiscal Years 2022-23, 2023-24 & 2024-25  
September 30, 2024

		FY 2023-24 Actual Revenues YEAR END	FY 2024-25 Budgeted Revenue BOT Approved 6.13.24	FY2024-25 Adjusted Revenue as of 9.30.2024	FY24-25 Actual Revenues Collected as of 9.30.2024	Fund Source
Athletics Funding	Athletics Fee Revenue	\$ 493,886	\$ 200,000	\$ 263,557	\$ 131,778	Athletic Fee Revenue based on enrollment projections
	Health Fee Revenue	\$ 143,251	\$ 150,000	\$ -	\$ -	Health Fee Revenue based on enrollment projections
	Foundation Revenue	\$ 400,000	\$ 1,000,000	\$ 1,000,000	\$ 107,417	Funds donated for athletics used for men's sports salaries & benefits and other athletic expenses
	Camps/Conference Hosting Revenue	N/A	\$ 100,000	\$ 208,100	\$ -	Funds generated from hosting camps/ conferences during the summer
	Ticket Sales/Sponsorships	N/A	\$ 100,000	\$ 208,094	\$ -	Funds generated from ticket sales and sponsorships supporting NCF Athletics
	E&G - Student Recruiting	\$ 432,391	\$ 781,415	\$ 744,406	\$ 243,820	Funds associated with recruiting students
	E&G - Athletics Administrative Support	\$ 464,202	\$ 726,236	\$ 633,495	\$ 213,026	Funds for women's sports
	<b>Revenue Totals</b>	<b>\$ 1,933,731</b>	<b>\$ 3,057,651</b>	<b>\$ 3,057,651</b>	<b>\$ 696,041</b>	
		FY 2023-24 Actual Expenditures YEAR END	FY 2024-25 Budgeted Expenditures BOT Approved 6.13.24	FY 2024-25 Adjusted Budget as of 9.30.2024	FY 2024-25 Actual YTD Expenditures as of 9.30.24	Fund Source
Athletics Administration	Salaries & Benefits	\$ 279,435	\$ 239,370	\$ 238,555	\$ 62,869	Split funded between Foundation & E&G-Student Recruiting - FY23 Expenditures for Athletic Director (AD) salary and benefits FY24 Expenditures for AD, 1 Assistant AD; Coordinator; Compliance; Student Athlete Recruiting expense FY25 Expenditures for AD, 2 Assistant AD
	General Expense	\$ 98,205	\$ 202,208	\$ 400,100	\$ 161,758	Athletics Auxiliary Revenue NAIA and Sunconference Membership Dues, Travel (Van/Bus rental, Food, Hotels)
Baseball - JV & Varsity	Salaries & Benefits	\$ 317,524	\$ 315,912	\$ 310,722	\$ 54,092	FY24 Split 50/50 Foundation/E&G Recruiting; FY25 Split 55/45 Foundation/E&G Recruiting
	General Expense	\$ 166,093	\$ 163,000	\$ 132,482	\$ 30,607	Athletics Auxiliary Revenue
Softball - JV & Varsity	Salaries & Benefits	\$ 108,735	\$ 156,057	\$ 131,628	\$ 25,662	E&G Athletics Administrative Support
	General Expense	\$ 41,450	\$ 69,992	\$ 54,200	\$ 21,987	Athletics Auxiliary Revenue
Basketball - Men's JV & Varsity	Salaries & Benefits	\$ 134,534	\$ 191,272	\$ 203,941	\$ 40,028	FY24 Split 50/50 Foundation/E&G Recruiting; FY25 Split 55/45 Foundation/E&G Recruiting
	General Expense	\$ 128,717	\$ 116,250	\$ 98,250	\$ 98,250	Athletics Auxiliary Revenue
Basketball - Womens JV & Varsity	Salaries & Benefits	\$ 123,806	\$ 144,540	\$ 135,934	\$ 28,270	E&G Athletics Administrative Support
	General Expense	\$ 81,606	\$ 114,250	\$ 96,250	\$ 27,536	Foundation
Soccer - Men's JV & Varsity	Salaries & Benefits	\$ 122,616	\$ 102,094	\$ 140,213	\$ 86,409	FY24 Split 50/50 Foundation/E&G Recruiting; FY25 Split 55/45 Foundation/E&G Recruiting

New College of Florida  
Fiscal Year 2024-25 Operating Budget - 1st Quarter Update  
Comparative Fiscal Years 2022-23, 2023-24 & 2024-25  
September 30, 2024

		FY 2023-24 Actual Revenues YEAR END	FY 2024-25 Budgeted Revenue BOT Approved 6.13.24	FY2024-25 Adjusted Revenue as of 9.30.2024	FY24-25 Actual Revenues Collected as of 9.30.2024	Fund Source
	General Expense	\$ 75,003	\$ 93,250	\$ 76,250	\$ 78,234	Foundation
Soccer - Women's JV & Varsity	Salaries & Benefits	\$ 86,128	\$ 156,921	\$ 130,551	\$ 27,823	E&G Athletics Administrative Support
	General Expense	\$ 46,174	\$ 91,750	\$ 76,750	\$ 68,542	Foundation
Lacrosse - Men's	Salaries & Benefits		\$ 95,968	\$ 81,972	\$ 54,092	FY24 E&G Recruiting; FY25 E&G Recruiting Not playing until FY26
	General Expense	N/A	\$ -	\$ -	\$ -	N/A
Lacrosse - Women's	Salaries & Benefits		\$ 110,971	\$ 79,788	\$ 18,059	E&G Athletics Administrative Support
	General Expense	N/A	\$ 62,200	\$ 60,200	\$ 27,711	Foundation
Volleyball (Indoor & Beach) JV & Varsity Women's	Salaries & Benefits		\$ 141,600	\$ 139,446		E&G Athletics Administrative Support
	General Expense	N/A	\$ 149,000	\$ 130,000	\$ 102,658	Foundation
Golf - Men's	Salaries & Benefits		\$ 16,148	\$ 16,148	\$ 5,135	FY24 E&G Recruiting; FY25 Split 50/50 E&G Recruiting/Foundation
	General Expense	N/A	\$ 30,000	\$ 28,000	\$ 8,170	Athletics Auxiliary Revenue
Golf - Women's	Salaries & Benefits		\$ 16,148	\$ 16,148	\$ 3,348	E&G Athletics Administrative Support
	General Expense	N/A	\$ 29,000	\$ 27,000	\$ 1,353	Athletics Auxiliary Revenue
Swimming - Men's & Women's	Salaries & Benefits	N/A	\$ 81,000	\$ -	\$ -	E&G Recruiting - Still advertising position Not playing until FY26
	General Expense	N/A	N/A	\$ -	\$ -	N/A
E-Sports	Salaries & Benefits	N/A	N/A	\$ 92,055.98	\$ 6,067	E&G Recruiting Not playing until FY26
	General Expense	N/A	N/A	\$ -	\$ -	N/A
Cross Country - Men's & Women's	Salaries & Benefits	N/A	\$ 67,500	\$ 58,863.00	\$ 5,243	E&G Recruiting Not playing until FY26
	General Expense	N/A	N/A	\$ -	\$ -	N/A
Tennis - Men's & Women's	Salaries & Benefits	N/A	\$ 101,250	\$ 102,204.00	\$ 11,143	E&G Recruiting Not playing until FY26
	General Expense	N/A	N/A	\$ -	\$ -	N/A
<b>Expenditure Totals</b>		<b>\$ 1,810,027</b>	<b>\$ 3,057,651</b>	<b>\$ 3,057,651</b>	<b>\$ 1,055,045</b>	

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: November 19, 2024

**SUBJECT: Approve Student Temporary Housing Purchase Order – University of South Florida Sarasota Manatee Agreement**

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### **PROPOSED BOARD ACTION**

Authorize the President to enter into agreement with University of South Florida, for the lease of temporary student housing.

### **BACKGROUND**

Due to both the overwhelming demand for on campus housing, and the prudent decision to take certain rooms offline until facility conditions can be addressed, the College is in an oversubscribed situation. This situation was caused by both a surge in enrollment, as well as removing all of the PEI dorms due to safety concerns. The College entered into an agreement with USF prior to the start of the academic year for 90 beds at the cost of \$944,288, which did not require the BOT to approve because it is under \$1,000,000. Due to circumstance changes, NCF needed to secure an additional 16 beds at the cost of \$114,595.04. The total amount of the agreement is \$1,058,883.04 for 106 beds and now requires BOT approval.

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**Supporting Documentation:** USF Memorandum of Understanding (available upon request)

**Facilitator(s)/Presenter(s):** Christie Fitz-Patrick, Chief of Staff and Acting Vice President of Finance and Administration/ Almeda Jacks, Vice President of Student Affairs

**NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES**  
**Meeting Date: November 19, 2024**

**SUBJECT: 2024-25 Carry Forward Project Updates**

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**PROPOSED BOARD ACTION**

1. Review and approve the Update to University E&G Carryforward Spending Plans FY 2024-25, including the use of \$2,500,000 of the college's 7% reserve pursuant to BOG regulation 9.007 and section 1011.45, Florida Statutes.
2. Authorize the President to make necessary adjustments to these budgets during fiscal year 2024-25.

**BACKGROUND INFORMATION**

The New College of Florida Board of Trustees is required by Board of Governor's regulation 9.007 to annually approve the college's Carry Forward Spending plan which must include the maintenance of a 7% reserve balance. However, the regulation allows the college to expend the reserve balance for specific purposes. One specific allowable use of the reserve balance is in the event of declared emergency such as Hurricanes Milton and Helene, which caused damage across campus. The updated Carry Forward Spending Plan accounts for the college planning to use \$2,500,000 to make necessary repairs and campus improvements related to damages caused by Hurricanes Milton and Helene while the FEMA reimbursement claim is in progress.

The updated plan also includes moving \$1,106,514 from Operating Enhancements to Fixed Capital Outlay projects. The following FCO projects total cost estimates have been updated from the previous list due to changes in vendor estimates for completion:

- College Hall – reduced to \$357,620
- Greenhouse – increased to \$614,926
- Campus Enhancement – increased to \$1,707,500
- Campus Recreation – increased to \$1,106,514
- Physical Plant Miscellaneous Projects – increased to \$51,599

Approval of this list serves as authorization for the College to move forward with numerous projects critical to the future success of the College. An update on the CF-FCO list will be provided at the next scheduled BOT meeting.

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**Supporting Documentation Included:**

2024-25 E&G Carryforward SP Template\_FINAL\_NCF\_v1\_revised\_Helene\_Milton

**Facilitators/Presenters:**

Christie Fitz-Patrick *Vice President, Finance & Administration, Chief of Staff*

**NEW COLLEGE OF FLORIDA**  
**Education and General**  
**2024-2025 Carryforward Spending Plan Summary**  
**Approved by University Board of Trustees**  
**Balances and Spending Plans as of July 1, 2024**

	University E&G	Special Unit or Campus (Title)	Grand Total : University Summary
<b>A. Beginning E&amp;G Carryforward Balance - July 1, 2024 :</b>			
Cash	\$ 1,990,410	\$ -	\$ 1,990,410
Investments	\$ 20,445,003	\$ -	\$ 20,445,003
Accounts Receivable	\$ 62,005	\$ -	\$ 62,005
Less: Accounts Payable	\$ 5,280,681	\$ -	\$ 5,280,681
Less: Deferred Student Tuition & Fees	\$ 148,061	\$ -	\$ 148,061
<b>B. Beginning E&amp;G Carryforward Balance (Net of Payables/Receivables/Deferred Fees) :</b>	\$ 17,068,676	\$ -	\$ 17,068,676
<b>C. Fiscal Year 2023-2024 E&amp;G Carryforward Encumbrances Brought Forward:</b>		\$ -	\$ -
<b>D. 7% Statutory Reserve Requirement (1011.45(1) F.S.):</b>	\$ 4,370,607	\$ -	\$ 4,370,607
<b>Hurricane Helene &amp; Milton Allocation</b>	\$ 2,500,000	\$ -	\$ 2,500,000
<b>E. Carryforward Reserve Fund (1011.45(3) F.S.):</b>	\$ -	\$ -	\$ -
<b>F. E&amp;G Carryforward Balance Less 7% Statutory Reserve Requirement</b> ( Amount Requiring Approved Spending Plan ) :	<b>\$ 15,198,069</b>	<b>\$ -</b>	<b>\$ 15,198,069</b>
<b>G. Annual Contribution to Reserves for New FCO Projects (per s. 1001.706(12) F.S. and Board Reg 14.002)</b> (Should agree with the "Total Facilities Reserves as of July 1, 2024" on the "Details - FCO Reserves" tab)	\$ -	\$ -	\$ -
<b>H. * Restricted / Contractual Obligations</b>			
Restricted by Appropriations	\$ 5,693,491	\$ -	\$ 5,693,491
University Board of Trustees Reserve Requirement	\$ -	\$ -	\$ -
<b>Restricted by Contractual Obligations :</b>			
<b>Compliance, Audit, and Security</b>			
Compliance Program Enhancements	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ -	\$ -	\$ -
<b>Academic and Student Affairs</b>			
Student Services, Enrollment, and Retention Efforts	\$ -	\$ -	\$ -
Student Financial Aid	\$ -	\$ -	\$ -
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ -	\$ -	\$ -
Faculty Research and Public Service Support and Start-Up Funding	\$ -	\$ -	\$ -
Library Resources	\$ -	\$ -	\$ -
<b>Facilities, Infrastructure, and Information Technology</b>			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ -	\$ -	\$ -
Small Carryforward Fixed Capital Outlay Projects ( Board of Governors Regulation 14.003(2) )	\$ 4,814,670	\$ -	\$ 4,814,670
Large Carryforward Fixed Capital Outlay Projects ( Board of Governors Regulation 14.003(2) )	\$ -	\$ -	\$ -
<b>Other UBOT Approved Operating Requirements</b>			
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ -	\$ -	\$ -
Contingencies for a State of Emergency Declared by the Governor ( Section 1011.45(3)(g) )			\$ -
<b>Operating Restricted :</b> (Should agree with restricted column totals on "Details-Operating" tab)	\$ 5,693,491	\$ -	\$ 5,693,491
<b>FCO Restricted :</b> (Should agree with restricted column totals on "Details-Fixed Capital Outlay" tab)	\$ 4,814,670	\$ -	\$ 4,814,670
<b>Grand Total Restricted / Contractual Funds :</b>	<b>\$ 10,508,161</b>	<b>\$ -</b>	<b>\$ 10,508,161</b>
<b>I. * Commitments</b>			
<b>Compliance, Audit, and Security</b>			
Compliance Program Enhancements	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ 290,505	\$ -	\$ 290,505
<b>Academic and Student Affairs</b>			
Student Services, Enrollment, and Retention Efforts	\$ -	\$ -	\$ -
Student Financial Aid	\$ -	\$ -	\$ -
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ -	\$ -	\$ -
Faculty Research and Public Service Support and Start-Up Funding	\$ -	\$ -	\$ -
Library Resources	\$ -	\$ -	\$ -
<b>Facilities, Infrastructure, and Information Technology</b>			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ 367,340	\$ -	\$ 367,340
Small Carryforward Fixed Capital Outlay Projects ( Board of Governors Regulation 14.003(2) )	\$ 664,857	\$ -	\$ 664,857

**NEW COLLEGE OF FLORIDA**  
**Education and General**  
**2024-2025 Carryforward Spending Plan Summary**  
**Approved by University Board of Trustees**  
**Balances and Spending Plans as of July 1, 2024**

	<u>University E&amp;G</u>	<u>Special Unit or Campus (Title)</u>	<u>Grand Total : University Summary</u>
Large Carryforward Fixed Capital Outlay Projects ( Board of Governors Regulation 14.003(2) )	\$ -	\$ -	\$ -
<b>Other UBOT Approved Operating Requirements</b>			
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ 867,206	\$ -	\$ 867,206
Contingencies for a State of Emergency Declared by the Governor ( Section 1011.45(3)(g) )	\$ 2,500,000	\$ -	\$ 2,500,000
			\$ -
<b>Operating Commitments</b> : (Should agree with committed column total on "Details-Operating" tab)	<b>\$ 4,025,051</b>	<b>\$ -</b>	<b>\$ 4,025,051</b>
<b>FCO Commitments</b> : (Should agree with committed column total on "Details-Fixed Capital Outlay" tab)	<b>\$ 664,857</b>	<b>\$ -</b>	<b>\$ 664,857</b>
<b>Grand Total Commitments</b> :	<b>\$ 4,689,908</b>	<b>\$ -</b>	<b>\$ 4,689,908</b>
<b>J. Available E&amp;G Carryforward Balance as of July 1, 2024:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* Please provide supplemental **detailed descriptions** for these multiple-item categories in sections F, G, and H for operating, fixed capital outlay, and FCO Reserves spending plans using Board of Governors templates provided (use worksheet tabs for "Details" included with this file).

**Notes :**

- Florida Polytechnic University amounts include the Phosphate Research Trust Fund.
- 2024 House Bill 707 amended 1011.45 F.S.** regarding university Education & General carryforward minimum reserve balances, reporting requirements, and allowable uses. 1011.45(1) states that "Each university shall maintain a minimum carry forward balance in of at least 7 percent of its state operating budget; however, a university may retain and report to the Board of Governors an annual reserve balance exceeding that amount. The spending plan shall be submitted to the university's board of trustees for review, approval, or if necessary, amendment by September 1, 2020, and each September 1 board of trustees for review, approval, or if necessary, amendment by September 1, 2020, and each September 1 thereafter. The Board of Governors shall review, approve, and amend if necessary, each university's carry forward spending plan by October 1, 2020, and each October 1 thereafter." 1011.45(3) adds "A university's carry forward spending plan must include the estimated cost per planned expenditure and a timeline for completion of the expenditure." Three additional tabs are provided with this file to allow reporting of university detailed expenditure plans for each planned expenditure or project, a completion timeline, and amount budgeted for expenditure during the reporting fiscal year.



**NEW COLLEGE OF FLORIDA**  
**2024-2025 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)**  
Pursuant to 1011.45, Florida Statutes  
July 1, 2024

Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Budget				Project Timeline			Comments/Explanations
			Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2024	COMMITTED Committed Balance as of July 1, 2024	E&G Carryforward Amount Budgeted for Expenditure During FY25	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1	Information Technology (ERP, Equipment, etc.)	Academic Computing	\$ 51,595	\$ -	\$ 51,595	\$ 51,595	1	1	2025	
2	Information Technology (ERP, Equipment, etc.)	Administrative Computing	\$ 101,462	\$ -	\$ 101,462	\$ 101,462	1	1	2025	
3	Campus Security and Safety Enhancements	Police Department	\$ 290,505	\$ -	\$ 290,505	\$ 290,505	1	1	2025	
4	Information Technology (ERP, Equipment, etc.)	Networking Infrastructure	\$ 214,284	\$ -	\$ 214,284	\$ 214,284	1	1	2025	
5	Other Operating Requirements (University Board of T	General Institutional Enhancements	\$ 867,206	\$ -	\$ 867,206	\$ 867,206	2	1	2026	Moved \$1,106,514 to Capital (1081)
6	Restricted by Appropriations	E&G Performance Based Funding - Recruitment & Retention	\$ 5,693,491	\$ 5,693,491	\$ -	\$ 5,693,491	3	1	2027	Moved from committed to restricted.
7	Contingencies for a State of Emergency Declared by th	Hurricane Helene	\$ 500,000		\$ 500,000	\$ 500,000	2	1	2026	Budgeted from 7% statutory reserve pursuant to BOG regulation 9.007(3).
8	Contingencies for a State of Emergency Declared by the Governor	Hurricane Milton	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000	2	1	2026	Budgeted from 7% statutory reserve pursuant to BOG regulation 9.007(3).
<b>Total as of July 1, 2024: *</b>			<b>\$ 9,718,543</b>	<b>\$ 5,693,491</b>	<b>\$ 4,025,052</b>	<b>\$ 9,718,543</b>				

\*Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

**NEW COLLEGE OF FLORIDA**  
**2024-2025 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)**  
Pursuant to Section 1011.45, Florida Statutes  
July 1, 2024

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2024, E&G Carryforward Operating Balance Provided to FCO Project <sup>2</sup> (F+G)	(F)	(G)	Carryforward Expenditure Timeline			Comments/Explanations
					Restricted	Committed	Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
					To Restricted Balance on July 1, 2024	To Committed Balance on July 1, 2024				

**Small Carryforward Projects<sup>1</sup>**

1	Small, < \$2M: Completion of Remodeling or Infrastructure	Caples Mansion Phase 2 (70803B)	HVAC improvements; repair of interior walls, ceilings, and floor; repair of select windows and	\$ 198,797	\$ 163,307	\$ 35,490	2	2	2025	
2	Small, < \$2M: Renovation, Repair or Maintenance	Library Renovations (70809B)	Exterior painting and stucco repairs	\$ 76,454	\$ 76,454	\$ -	2	2	2025	
3	Small, < \$2M: Demolition of educational facilities & site improvements	Palmer A, B, C, D, E demo, 58th Street House - Reichert/Knight (70812A)	Demolition of facilities as recommended in the Educational Plant Survey	\$ 405,875	\$ 394,966	\$ 10,909	2	2	2025	
4	Small, < \$2M: Renovation, Repair or Maintenance	College Hall (70814A)	Supplemental to Deferred Maintenance State Appropriation	\$ 357,620	\$ 125,637	\$ 231,983	2	2	2025	Reduced budget for other projects based on actual quotes.
5	Small, < \$2M: Completion of Remodeling or Infrastructure	58th St Project (70817)	Design and infrastructure to complete a connector street	\$ 9,878	\$ 9,878	\$ -	2	2	2025	
6	Small, < \$2M: Completion of Remodeling or Infrastructure	Greenhouse Replacement (70819)	Replace two existing greenhouse spaces	\$ 614,926	\$ 608,423	\$ 6,503	3	3	2025	Increased budget based on actual quotes.
7	Small, < \$2M: Renovation, Repair or Maintenance	Access Control Replacement (70825)	Upgrades to access control hardware and software	\$ 2,926	\$ 2,926	\$ -	2	2	2025	
8	Small, < \$2M: Renovation, Repair or Maintenance	Elevator Safety Code (70826)	Repair and upgrades to existing elevators across campus	\$ 74,643	\$ 74,643	\$ -	2	2	2025	
9	Small, < \$2M: Completion of Remodeling or Infrastructure	Campus Master Plan Amendment (70830)	5 Year Master Plan Update	\$ 240,695	\$ 120,795	\$ 119,900	2	2	2025	
10	Small, < \$2M: Demolition of educational facilities & site improvements	Renovation of Car Museum (70831)	Assessment of 1950s and 60s era buildings to determine renovation needs; and add access road.	\$ 632,100	\$ 631,509	\$ 591	2	2	2025	
12	Small, < \$2M: Renovation, Repair or Maintenance	Campus Enhancement (Minor) (70925)	Includes Robertson Hall Envelope repairs; Robertson Park Grounds; Misc. Grounds	\$ 1,707,500	\$ 1,594,217	\$ 113,283	3	2	2026	Increased budget based on actual quotes.
13	Small, < \$2M: Renovation, Repair or Maintenance	Campus Recreational Projects (70835)	Bayfront recreational field	\$ 1,106,514	\$ 991,514	\$ 115,000	3	2	2026	Increased budget based on actual quotes.
14	Small, < \$2M: Renovation, Repair or Maintenance	Physical Plant - Miscellaneous Projects (70899)	Banners/signage, artwork restoration, etc.	\$ 51,599	\$ 20,401	\$ 31,198	2	2	2025	Increased budget based on actual quotes.
<b>* Total Minor Carryforward As July 1, 2024 :</b>				\$ 5,479,527	\$ 4,814,670	\$ 664,857				

**Large Carryforward Projects<sup>1</sup>**

7		\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -
11		\$ -	\$ -	\$ -
<b>* Total Major Carryforward As July 1, 2024 :</b>		\$ -	\$ -	\$ -
<b>Fixed Capital Outlay Totals :</b>		\$ 5,479,527	\$ 4,814,670	\$ 664,857

\* Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

1. As defined in Board of Governors Regulation 14.003.

2. Amount deducted from July 1, 2024, beginning E&G Carryforward operating balance for fixed capital outlay project funding per Section 1011.45, F.S. and Board of Governors Regulation 9.007(3)(a)(4).

NEW COLLEGE OF FLORIDA

University Facilities Reserves

Additional Amounts Contributed From July 1, 2024 Beginning E&G Carryforward Balance

Pursuant to s. 1001.706(12) F.S. and Board of Governors Regulation 14.002

Specific Project/Facility Title/Number	Additional Description of Project/Facility	Amount Added to Facility Reserves From FY25 Beginning E&G Carryforward Balance
1.		\$ -
2.		\$ -
3.		\$ -
4.		\$ -
5.		\$ -
6.		\$ -
7.		\$ -
8.		\$ -
9.		\$ -
10.		\$ -
	<b>Total Capital Facilities Reserves as of July 1, 2023 : *</b>	<b>\$ -</b>

\*Note: Should agree with line F on the "Summary" tab.

**State University System  
Education & General Carryforward Spending Plan  
Reporting Definitions**

**I. Carryforward Spending Plan - Budgetary Category Definitions**

1.	Encumbrances	Unpaid balances remaining in active purchase orders, travel authorizations, etc., to be paid using E&G carryforward funds.
2.	7% Statutory Reserve Requirement	Required E&G reserve requirement per 1011.45 F.S. - amends previous 1011.40 F.S. requirement. Based on percentage of state operating budget.
3.	Carryforward Reserve Fund	A carryforward spending plan may include retention of the carryforward balance as a reserve fund to be used for authorized expenses in subsequent years. (1011.45 (1)(3) F.S.)
3.	Restricted/Contractual Obligations	Should generally be supported by documentation that memorializes an agreement with another party (e.g. contract, offer letter, construction contract/project number, etc.).
4.	Commitments	Monies designated for a specific purpose which are not yet encumbered/contracted/restricted. Discretion may still be exercised with respect to the use of these funds.
5.	University Board of Trustees Reserve Requirement	The amount of unrestricted funds set aside by the University Board of Trustees to address critical, unforeseen, or non-discretionary items that require immediate funding, such as unanticipated or uninsured catastrophic events, unforeseen contingencies, state budget shortfalls, or university revenue shortfalls.
6.	Restricted by Appropriations	Funds appropriated by the Legislature for a specific purpose or intended use as identified by law or through legislative work papers.
7.	Compliance Program Enhancements	Initiatives associated with being in compliance with federal law, state law, Board of Governors Regulations or any other entity with which the University must comply.
8.	Audit Program Enhancements	Initiatives associated with implementing audit programs of the institution.
9.	Campus Security and Safety Enhancements	The support of campus security and/or safety issues, such as the recruitment of police officers, vehicles, equipment, and investments which promote security and safety at the institution. This issue may also include mental health counseling and services.
10.	Student Services, Enrollment, and Retention Efforts	Funds to promote student success through supporting student services programs, addressing enrollment, and assisting with retention efforts to support timely graduation.
11.	Student Financial Aid	Funds allocated to reduce student costs and to provide an opportunity to obtain a degree in an affordable and timely fashion.
12.	Faculty/Staff Instructional and Advising Support and Start-Up Funding	Funds identified to support instructional and advising activities, and/or start-up packages for new faculty. Start-up packages are often expended over a multi-year period.
13.	Faculty Research and Public Service Support and Start-Up Funding	Funds identified to support research and public service, and any associated start up funding. Start-up packages are often expended over a multi-year period.
14.	Library Resources	Materials and database access required to support programs of study and research.
15.	Utilities	Support of utility costs throughout the university.
16.	Information Technology (ERP, Equipment, Etc.)	Funds to improve operational productivity, educational improvements, and technological innovation, implementation and/or maintenance of ERP systems, and technological equipment purchases.
17.	Other Operating Requirements	Other expenditures/projects that support the university's mission and are approved by the university board of trustees.
18.	Contingencies for a State of Emergency Declared by the Governor	A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. 252.36, Florida Statutes.

**State University System  
Education & General Carryforward Spending Plan  
Reporting Definitions**

- |   |   |
|---|---|
| PECO Projects - Supplemental Funds to<br>19. Complete Projects That Received Previous<br>Appropriation    | Commitment of funds to a public education capital outlay project for which an appropriation has previously been provided that requires additional funds for completion and which is included in the list required by s. 1001.706(12)(d), Florida Statutes. This category is valid for both small and large carryforward projects.                     |
| 20. Completion of Renovation, Repair, or<br>Maintenance Project   | For projects that are consistent with the provisions of s. 1013.64(1), Florida Statutes, and replacement of a minor facility. Refer to Board of Governors Regulation 14.001 for the definitions of renovation, repair, and maintenance. This category is valid for both small and large carryforward projects.  |
| 21. Replacement of Minor Facility   | Replacement of a minor facility pursuant to Board of Governor's regulation 14.003(2)(b).  |
| 22. Completion of a Survey-Recommended<br>Remodeling or Infrastructure Project (Including<br>DRS Schools) | Completion of a remodeling or infrastructure project, including a project for a developmental research school, if such project is survey recommended pursuant to s. 1013.31, Florida Statutes. Refer to Board of Governors Regulation 14.001 for the definition of remodeling. This category is valid for both small and large carryforward projects. |

**II. Column Definitions for Use With Details Tabs**

- |  |   |
|--|---|
| 1. Carryforward Spending Plan Category                                     | Functional category brought forward from the Carryforward Spending Plan reporting template. Categories are defined in Section I of this document.   |
| 2. Specific Expenditure/ Project Title/Name                                | Detailed title of planned expenditure item or project, with sufficient details to be tracked individually through the expenditure cycle to completion.  |
| 3. Total Amount to be Funded from Current Year<br>E&G Carryforward Balance | The total estimated cost to be paid from current-year beginning E&G carryforward balance for the specific expenditure item or project.  |
| 4. E&G Carryforward Amount Budgeted for<br>Expenditure During FY21         | This column represents the current budgetary year's estimated disbursement of E&G carryforward towards the total planned expenditure item or project.   |
| <b><u>Project Timeline</u></b>   |   |
| 5. Estimated Completion Date   | Estimated date (year) for full expenditure of E&G carryforward funds for the specific expenditure plan item or project.   |
| 6. Current Expenditure Year #  | The current year in the project completion timeline, e.g. year 2 of a 4 year project. Input is number only.   |
| 7. Total # Years of Expenditure per Project                                | The total number of years over which the expenditure item / project will span.  |
| 8. Comments/Explanations   | Additional information to assist the user of the report including, but not limited to, a description of the expenditure item / project and how it supports the university's mission and operations. |

# NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: November 19, 2024

**SUBJECT: Update to 2025-26 Legislative Budget Request (LBR) for Fixed Capital Outlay**

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## **PROPOSED BOARD ACTION**

1. Approval of the updated 2025-26 Legislative Budget Request (LBR) for Fixed Capital Outlay
2. Authorize the President to adjust this request, if determined necessary.

## **BACKGROUND**

The Capital Improvement Plan (CIP) is a rolling 5-year planning document that is updated annually. Annual updates provide the opportunity to make changes as new information becomes available regarding the College's needs and funding resources. The attached CIP-2 Summary Projects is a mandatory form provided by the Board of Governors. This request was initially reviewed and approved by the Board of Trustees on June 13, 2024.

The updates to this request include removal of Priority 2: Land Acquisition. This item is being removed from the CIP due to New College no longer pursuing the purchase of the Sarasota Manatee Airport property at this time. The remaining priorities will be moved up the list. Once this newly revised list is approved by the board it will be submitted to the Board of Governors for an amendment to the Public Education Capital Outlay (PECO) request ahead of the 2025 Legislative session.

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## **Supporting Documentation:**

Five-Year Capital Improvement Plan

**Facilitator(s)/Presenter(s):** Christie Fitz-Patrick *Vice President, Finance & Administration, Chief of Staff*

## **PECO-ELIGIBLE PROJECTS REQUEST**

**Priority 1: Multi-Purpose Building Supporting Enrollment Growth** The project includes multi-use space supporting the academic program (classrooms, study, and offices), administrative support (campus safety, records & registration, financial affairs, employee support services, IT) and various site improvements. With the growth planned for the College, this project will provide necessary space for new programs. This building will also provide space for existing programs that have been displaced due to planned demolition of buildings.

**Priority 2: Old Caples House & Carriage House Exterior Renovations** This project will focus on two buildings constructed in 1930. Work will include roofing and exterior stucco repairs to align them with current regulations as well as preserve them historically. This project will facilitate growth in existing academic programs that will result in improved 4-year graduation rates and subsequent enrollment growth.

**Priority 3: Shared Use Facility – NCF/FSU Ringling Chiller Plant Expansion** The recently combined chiller plant serving both institutions allows for more efficient use of existing equipment/chiller capacity and provides an increased level of chiller back up support. A management agreement has been developed to govern the operation of the joint use plant. The existing facility services a total of approx. 789,489 sf of space for both colleges, but there are several buildings on NCF's campus that are not connected to the plant. With NCF's future growth it is more efficient to add existing and future buildings to the chiller plant. The chiller plant is at capacity and several of the chillers are nearing their end of useful life and require an expansion.

## **CAPITAL IMPROVEMENT TRUST FUND (CITF) PROJECT REQUEST**

NCF does not have any project planned that is over \$2 million.

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2025-26 through 2029-30

**Summary of Projects**  
(PECO-Eligible Project Requests)

University New College of Florida

Contact: Christie FitzPatrick  
(name)

(941) 487-4443  
(phone)

cfitzpatrick@ncf.edu  
(email)

Priority No.	Project Title	Total Supplemental (Non PECO) funding	Total Prior PECO Funding	Projected Annual PECO Funding Requested					Programs to Benefit from Project	Net Assignable Sq. Ft. (NASF)	Gross Sq. Ft. (GSF)	Total Project Cost	Project Cost Per GSF	EPS Recommendation Date & Rec. # <sup>(1)</sup>
				FY24-25	FY25-26	FY26-27	FY27-28	FY28-29						
1	Multi-Purpose Building Supporting Enrollment Growth			\$ 10,103,569	\$ 24,504,437	\$ 33,917,271			All	75,936	106,310	\$ 68,525,277	\$ 644.58	BOT EPS Approved date
2	Old Caples House & Carriage House Exterior Renovations			\$ 7,734,447					All	5,071	8,154	\$ 7,734,447	\$ 948.55	
3	Shared Use Facility - NCF/FSU Ringling Chiller Plant Expansion			\$ 6,927,820					All	4,993	6,990	\$ 6,927,820	\$ 991.10	BOT EPS Approved date
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		

1) Pursuant to s. 1001.706(12)c., F.S., new projects that have not already been partially appropriated funding must be Recommended in the latest Educational Plant Survey (EPS) in order to be included in the final prioritized list of projects (for the FCO LBR). If a project was partially appropriated funding without an EPS Recommendation, please cite the General Appropriations Act year and (\$) amount(s) appropriated, for reference.



State University System  
 5-Year Capital Improvement Plan (CIP)  
 FY 2025-26 through 2029-30

**Summary of Projects**  
 (CITF Project Requests) <sup>1</sup>

University: New College of Florida

Contact: Christie FitzPatrick  
 (name)

(941) 487-4443  
 (phone)

cfitzpatrick@ncf.edu  
 (email)

Project Name	Total CITF Funding to Date	Projected Annual CITF Funding for the Project					Programs to Benefit from Project (if applicable)	Net Assignable Sq. Ft. (NASF)	Gross Sq. Ft. (GSF)	Total Project Cost <sup>1</sup>	Project Cost Per GSF
		FY24-25	FY25-26	FY26-27	FY27-28	FY28-29					

1) This form (CIP-2B) is intended for CITF projects of \$2M or more.

State University System  
 5-Year Capital Improvement Plan (CIP)  
 FY 2025-26

**Summary of Projects**  
 ('Back of Bill' Legislative Project Authorizations) \*

University: New College of Florida Contact: Christie FitzPatrick (941) 487-4443 cfitzpatrick@ncf.edu  
 (name) (phone) (email)

**Estimated Annual Operating & Maintenance Cost**

Project Name *	Brief Description of Project	GSF	Project Location	Project Cost	Project Funding Source(s)	Amount (\$)	Funding Source(s)

\* List all proposed FCO projects for FY 2024-25 to be constructed, acquired and financed by the university or DSO via Debt or P3 that require Legislative (Back-of-Bill) authorization. **Projects meeting the requirements listed in s. 1010.62(7)(a) are Legislatively approved and do not require Legislative 'back-of-bill' authorization.**

## PECO Project Detail

University: New College of Florida  
 Project Name: Multi-Purpose Building Supporting Enrollment Growth  
 Project Address: TBD

Project Priority #: **1**

### PROJECT NARRATIVE

The project includes multi-use space supporting the academic program (classrooms, study, and offices), administrative support (campus safety, records & registration, finance, employee support services, IT) and various site improvements. With the growth planned for the College, this project will provide necessary space for new programs. This building will also provide space for existing programs that have been displaced due to planned demolition of buildings.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects <small>(1% per s. 1001.706(12)(c) F.S.)</small>	New Construction Projects <small>(2% per Board Regulation 14.002)</small>
Estimated Bldg Value:	\$ -	\$ -
Value Basis/Source:	Total construction cost or insurable value, whichever is greater, per Board Regulation 14.002	
Estimated 1st Yr Deposit:	\$ -	\$ -
Funding Source:		
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type <small>(per FICM)</small>	Net Assignable Sq. Ft. <small>(NASF)</small>	Net-to-Gross Conversion Factor	Gross Sq. Ft. <small>(GSF)</small>	Unit Cost * <small>(per GSF)</small>	Building Cost
<b>NEW CONSTRUCTION</b>					
Classroom	2,000	<u>1.4</u>	2,800	<u>447</u>	1,250,816
Study	4,800	<u>1.4</u>	6,720	<u>444</u>	2,983,478
Office	35,136	<u>1.4</u>	49,190	<u>455</u>	22,363,923
Auditorium/Exhibition	4,000	<u>1.4</u>	5,600	<u>502</u>	2,813,776
Campus Support Services	30,000	<u>1.4</u>	42,000	<u>412</u>	17,294,760
	-		-		-
	-		-		-
	-		-		-
Assignable E&G Space (subtotal):	75,936		106,310		46,706,754
'Other Assignable' E&G Space:	-		-		-
Non-E&G Space:	-		-		-
<b>Total Space:</b>	<b>75,936</b>		<b>106,310</b>		<b>46,706,754</b>

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

	Remodeling Projects <b>Only</b>	
	BEFORE	AFTER
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
Assignable E&G Space (subtotal):	-	-
'Other Assignable' E&G Space:	-	-
Non-E&G Space:	-	-

Total:	-	-	-	-	-
<b>Grand Total:</b>	<b>75,936</b>	<b>106,310</b>	<b>46,706,754</b>		

**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred to Date	Projected Costs					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-		18,682,702	28,024,052	-	-	46,706,754
Environmental Impacts/Mitigation	-		-	-	-	-	-
Site Preparation	-		1,624,375	1,624,375	-	-	3,248,750
Landscape / Irrigation	-		-	-	-	-	-
Plaza / Walks	-		-	-	-	-	-
Roadway Improvements	-		-	-	-	-	-
Parking : <input type="text"/> spaces	-		-	-	-	-	-
Telecommunication	-		300,000	-	-	-	300,000
Electrical Service	-		-	-	-	-	-
Water Distribution	-		1,579,088	100,000	-	-	1,679,088
Sanitary Sewer System	-		-	-	-	-	-
Chilled Water System	-		1,000,000	-	-	-	1,000,000
Storm Water System	-		600,000	-	-	-	600,000
Energy Efficient Equipment	-		-	-	-	-	-
<b>Subtotal: Basic Const. Costs</b>	-		<b>23,786,165</b>	<b>29,748,427</b>	-	-	<b>53,534,592</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-		-	-	-	-	-
Professional Fees		8,025,709		539,826	-	-	8,565,535
Fire Marshall Fees		604,941		-	-	-	604,941
Inspection Services		-		70,000	-	-	70,000
Insurance Consultant		-		516,436	-	-	516,436
Surveys & Tests		321,208	127,041	254,082	-	-	702,331
Permit / Impact / Environmental Fees		560,481		-	-	-	560,481
Artwork		-		267,673	-	-	267,673
Moveable Furnishings & Equipment		-		1,338,365	-	-	1,338,365
Project Contingency		591,231	591,231	1,182,462	-	-	2,364,925
<b>Subtotal: Other Project Costs</b>		<b>10,103,569</b>	<b>718,273</b>	<b>4,168,844</b>	-	-	<b>14,990,686</b>
<b>Total Project Cost:</b>	-	<b>10,103,569</b>	<b>24,504,437</b>	<b>33,917,271</b>	-	-	<b>68,525,278</b>

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
						24-25	10,103,569	Should equal <i>Total Project Cost</i> above
						25-26	24,504,437	
						26-27	33,917,271	
		-			-			
		-			-		<b>68,525,278</b>	<b>68,525,278</b>

## PECO Project Detail

University: New College of Florida  
 Project Name: Old Caples House & Carriage House Exterior Renovations  
 Project Address: 351 & 375 Caples Drive, Sarasota, FL 34243

Project Priority #: 2

### PROJECT NARRATIVE

This project will focus on two buildings constructed in 1930. Work will include roofing and exterior stucco repairs to align them with current regulations as well as preserve them historically. This project will facilitate growth in existing academic programs that will result in improved 4-year graduation rates and subsequent enrollment growth.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects <small>(1% per s. 1001.706(12)(c) F.S.)</small>	New Construction Projects <small>(2% per Board Regulation 14.002)</small>
Estimated Bldg Value:	\$ 16,308,000	\$ -
Value Basis/Source:	Total construction cost or insurable value, whichever is greater, per Board Regulation 14.002	
Estimated 1st Yr Deposit:	\$ 163,080	\$ -
Funding Source:		
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type <small>(per FICM)</small>	Net Assignable Sq. Ft. <small>(NASF)</small>	Net-to-Gross Conversion Factor	Gross Sq. Ft. <small>(GSF)</small>	Unit Cost * <small>(per GSF)</small>	Building Cost
<b>NEW CONSTRUCTION</b>					
Classroom	-		-		-
Study	-		-		-
Office	-		-		-
Auditorium/Exhibition	-		-		-
Campus Support Services	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Assignable E&G Space (subtotal):	-		-		-
'Other Assignable' E&G Space:	5,071	1.608	8,154	850	6,931,043
Non-E&G Space:	-		-		-
Total Space:	5,071		8,154		6,931,043

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

					Remodeling Projects <b>Only</b>	
					BEFORE	AFTER
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
	-		-		-	-
Assignable E&G Space (subtotal):	-		-		-	-
'Other Assignable' E&G Space:	-		-		-	-
Non-E&G Space:	-		-		-	-

Total:	-	-	-	-	-
<b>Grand Total:</b>	<b>5,071</b>	<b>8,154</b>	<b>6,931,043</b>		

**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred to Date	Projected Costs					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-	6,931,043		-	-	-	6,931,043
Environmental Impacts/Mitigation	-		-	-			
Site Preparation	-						
Landscape / Irrigation	-						
Plaza / Walks	-						
Roadway Improvements	-						
Parking : <input type="text"/> spaces	-						
Telecommunication	-						
Electrical Service	-						
Water Distribution	-						
Sanitary Sewer System	-						
Chilled Water System	-						
Storm Water System	-	-					
Energy Efficient Equipment	-	-					
<b>Subtotal: Basic Const. Costs</b>	<b>-</b>	<b>6,931,043</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,931,043</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-			-	-	-	
Professional Fees		100,000					100,000
Fire Marshall Fees	-						
Inspection Services	-	2,300					2,300
Insurance Consultant	-						
Surveys & Tests	-						
Permit / Impact / Environmental Fees	-	8,000					8,000
Artwork	-						
Moveable Furnishings & Equipment	-						
Project Contingency	-	693,104					693,104
<b>Subtotal: Other Project Costs</b>	<b>-</b>	<b>803,404</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>803,404</b>
<b>Total Project Cost:</b>	<b>-</b>	<b>7,734,447</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,734,447</b>

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
						24-25	7,734,447	Should equal <i>Total Project Cost</i> above
						25-26	-	
						26-27	-	
		-			-			
		-			-		7,734,447	<b>7,734,447</b>

## PECO Project Detail

University: New College of Florida **Project Priority #: 3**  
 Project Name: Shared Use Facility – NCF/FSU Ringling Chiller Plant Expansion  
 Project Address: 5790 Bay Shore Rd.

### PROJECT NARRATIVE

Shared Use Facility – NCF/FSU Ringling Chiller Plant Expansion. The recently combined chiller plant serving both institutions allows for more efficient use of existing equipment/chiller capacity and provides an increased level of chiller back up support. A management agreement has been developed to govern the operation of the joint use plant. The existing facility services a total of approx. 789,489 sf of space for both colleges, but there are several buildings on NCF's campus that are not connected to the plant. With NCF's future growth it is more efficient to add existing and future buildings to the chiller plant. The chiller plant is at capacity and several of the chillers are nearing their end of useful life and therefore requires an expansion.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects <small>(1% per s. 1001.706(12)(c) F.S.)</small>	New Construction Projects <small>(2% per Board Regulation 14.002)</small>
Estimated Bldg Value:	\$ -	\$ -
Value Basis/Source:	Total construction cost or insurable value, whichever is greater, per Board Regulation 14.002	
Estimated 1st Yr Deposit:	\$ -	\$ -
Funding Source:		
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type <small>(per FICM)</small>	Net Assignable Sq. Ft. <small>(NASF)</small>	Net-to-Gross Conversion Factor	Gross Sq. Ft. <small>(GSF)</small>	Unit Cost * <small>(per GSF)</small>	Building Cost
<b>NEW CONSTRUCTION</b>					
Classroom	-		-		-
Study	-		-		-
Office	-		-		-
Auditorium/Exhibition	-		-		-
Campus Support Services	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
	-		-		-
Assignable E&G Space (subtotal):	-		-		-
'Other Assignable' E&G Space:			-		-
Non-E&G Space:	-		-		-
Total Space:	-		-		-

\* Apply Unit Cost to total GSF based on Space Type

### REMODELING / RENOVATION

						Remodeling Projects <u>Only</u>	
						BEFORE	AFTER
Campus Support Services	4,993	1.4	6,990	880	6,151,200	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
	-		-		-	-	-
Assignable E&G Space (subtotal):	4,993		6,990		6,151,200	-	-
'Other Assignable' E&G Space:			-		-	-	-
Non-E&G Space:	-		-		-	-	-

Total:	4,993	6,990	6,151,200	-	-
<b>Grand Total:</b>	<b>4,993</b>	<b>6,990</b>	<b>6,151,200</b>		

**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred to Date	Projected Costs					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-	6,151,200					6,151,200
Environmental Impacts/Mitigation	-		-	-			
Site Preparation	-						
Landscape / Irrigation	-						
Plaza / Walks	-						
Roadway Improvements	-						
Parking : <input type="text"/> spaces	-						
Telecommunication	-						
Electrical Service	-						
Water Distribution	-						
Sanitary Sewer System	-						
Chilled Water System	-						
Storm Water System	-	-					
Energy Efficient Equipment	-						
<b>Subtotal: Basic Const. Costs</b>	-	<b>6,151,200</b>	-	-			<b>6,151,200</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-			-			
Professional Fees		150,000					150,000
Fire Marshall Fees	-						
Inspection Services	-	3,000					3,000
Insurance Consultant	-						
Surveys & Tests	-						
Permit / Impact / Environmental Fees	-	8,500					8,500
Artwork	-						
Moveable Furnishings & Equipment	-						
Project Contingency	-	615,120					615,120
<b>Subtotal: Other Project Costs</b>	-	<b>776,620</b>	-	-			<b>776,620</b>
<b>Total Project Cost:</b>	-	<b>6,927,820</b>	-	-			<b>6,927,820</b>

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	Should equal <i>Total Project Cost</i> above
						24-25	6,927,820	
						25-26	-	
						26-27	-	
-			-				<b>6,927,820</b>	<b>6,927,820</b>



Column1
Classroom
Teaching Lab
Study
Research Lab
Office
Auditorium/Exhibition
Instructional Media
Teaching Gymnasium
Campus Support Services

Supplemental Fund sources
Foundation
Carry Forward
Donations/Gifts
Auxiliaries
Research Indirect
Contracts & Grants
Others

# NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: November 19, 2024

**SUBJECT: Green Fee Review**

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## **PROPOSED BOARD ACTION**

Approve the continuation of the green fee.

## **BACKGROUND**

Regulation 7.003(25)(m) states:

*Every five years the university board of trustees shall review the fee to determine if the fee has met its intended outcomes and whether the fee should be increased, decreased or discontinued. The university board of trustees shall submit its findings to the board. Any subsequent decreases or continuation in these fees are delegated to the university board of trustees, with notification to the chancellor.*

The Board of Trustees for New College of Florida approved the continuation of the Green Fee in March 2018. This fee should be reviewed again by the Board.

The recommendation based on the analysis completed is the green fee be continued.

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## **Supporting Documentation:**

NA

**Facilitator(s)/Presenter(s):** Christie Fitz-Patrick *Vice President, Finance & Administration, Chief of Staff*

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: November 19, 2024

**SUBJECT: Ratification of Changes to the Collective Bargaining Agreement between New College of Florida and the Police Benevolent Association**

### **PROPOSED BOARD ACTION**

Ratification of changes to the current Collective Bargaining Agreement (Agreement) between New College of Florida (NCF) and the Police Benevolent Association (PBA), as recommended by the College's management representatives.

### **BACKGROUND**

Following duly noticed negotiating sessions regarding an update to the current three-year Agreement, NCF's management representatives and the PBA collective bargaining unit representatives have reached a tentative agreement on changes to articles in the current Agreement as set forth below and within the attachments provided.

The changes to the Agreement have been ratified by majority vote of the collective bargaining unit members.

### ***Summary of the Changes in the 2023-2025 Collective Bargaining Agreement Between New College of Florida and the Police Benevolent Association***

The most important fiscal component of the Agreement involves **Article 22 – Wages**. The recurring wage increase affects 12 employees covered under the PBA collective bargaining agreement and totals approximately \$31,415 for the base increase and an equivalent amount of retroactive pay. Taxes and benefits add approximately \$24,278 for a total all-in cost of \$87,108 for Fiscal Year 2024. These changes, if approved by the Board of Trustees, would be effective on November 24, 2024. Details of the increase are as follows:

- Eligible employees will receive a 5.0% increase to base hourly wage effective November 24, 2024.
- Eligible employees will receive a one-time, lump sum retroactive payment equivalent to 5.0% of their base salary as effective August 17, 2024.
- If an employee was hired after July 1, 2023, but before June 30, 2024, they will receive a one-time five hundred-dollar (\$500.00) lump sum bonus.

For comparison, the previous increase approved last year was 5.25%/5.0% and was retroactive to the beginning of the academic year.

Proposed language in underline format and deleted language in ~~strike through~~ format is provided for reference. A summary of the proposed amendments is as follows:

## **Article 16 – Leave**

Affirmed the College policy on annual leave payout, sick leave payout, and the parameters regarding the Bencor Special Pay Plan. Added parental leave benefits.

## **Article 22 - Wages**

This section sets forth a 5.0% annual percentage increase for bargaining unit members with an effective date of November 24, 2024. Employees will also receive a one-time, lump sum retroactive payment equivalent to 5.0% of the employees base annual salary as of August 17, 2024.

## **Supporting Documentation Included:**

Proposed collective bargaining agreement changes between New College of Florida and the United Faculty of Florida for 2024-2027 (REDLINE VERSION).

## **Facilitators/Presenters:**

David Brickhouse, Vice President, Legal Affairs & Human Resources (Chief Negotiator)

Other Members of NCF's Management Bargaining Team:

Erika Worthy, Chief Human Resources Officer

Jennifer Coley, Chief of Police

Allyce Heflin, Assistant Vice President, Budget & Administration

Lara Sladick, Director, Human Resources

**NCF/PBA Collective Bargaining Contract 2022-2025  
Fiscal Year 2023-2024 Proposals and Responses  
Article 16: Leave**

Current Language

16.1 LEAVE OF ABSENCE

Employees may be granted leaves of absence as provided in College Regulations.

16.2 JOB-RELATED DISABILITY LEAVE

Paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.

16.3 LEAVE TO SUPPLEMENT WORKERS' COMPENSATION BENEFITS AND ALTERNATE DUTY

- A. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with College Regulations.
- B. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the provisions of Section 440.15, F.S., and there is medical certification that the employee temporarily cannot perform the duties of the employee's regular position but can perform some type of work beneficial to the College, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.
- C. In the event that an employee is at any time determined by the College's designated Worker's Compensation physician to be able to perform light duty work as a result of an on-the-job injury, the College will evaluate the specific light duty restrictions and may place the employee in any College light duty position if one is available. However, the College is under no obligation to create light duty for an employee. Should an employee be placed on light duty and such duty becomes subsequently no longer available, then the College may terminate or change the light duty assignment. The provision of light duty for an employee shall not set precedent for provision of light duty for another employee.
- D. If the College returns an employee to alternate duty, the College shall reassign the employee to his/her regular duties when the employee becomes medically able to perform such duties.
- E. A complaint concerning administration of this Section may be grieved in accordance with Article 5 of this Agreement up to and including Step 1.

 9/3/2024  
George Corwine, PBA Date

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**NCF/PBA Collective Bargaining Contract 2022-2025  
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Article 16: Leave**

**16.4 BEREAVEMENT LEAVE**

An employee upon request shall be granted up to five (5) days of authorized bereavement leave with pay upon the death of a member of his or her immediate family. Death must have occurred while the employee is employed by New College. Exceptions to this Section may be granted upon discussion with Human Resources.

- A. Immediate family is defined to include spouse or domestic partner, and their parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, stepbrothers, stepsisters, aunt, uncle, niece, or nephew.
- B. A copy of an obituary, worship bulletin or certificate of death may be required in order to approve the Bereavement Leave.

**PBA Proposal (February 1, 2024)**

Use redline ~~strike through~~ for language to be deleted.  
Use redline underline for language to be added.

**16.1 LEAVE OF ABSENCE**

Employees may be granted leaves of absence as provided in College Regulations.

**16.2 JOB-RELATED DISABILITY LEAVE**

Paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.

**16.3 LEAVE TO SUPPLEMENT WORKERS' COMPENSATION BENEFITS AND ALTERNATE DUTY**

- F. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with College Regulations.
- G. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the provisions of Section 440.15, F.S., and there is medical certification that the employee temporarily cannot perform the duties of the employee's regular position but can perform some type of work beneficial to the College, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.

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George Corwine, PBA      Date

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David Brickhouse, NCF      Date

**NCF/PBA Collective Bargaining Contract 2022-2025  
Fiscal Year 2023-2024 Proposals and Responses  
Article 16: Leave**

- H. In the event that an employee is at any time determined by the College's designated Worker's Compensation physician to be able to perform light duty work as a result of an on-the-job injury, the College will evaluate the specific light duty restrictions and may place the employee in any College light duty position if one is available. However, the College is under no obligation to create light duty for an employee. Should an employee be placed on light duty and such duty becomes subsequently no longer available, then the College may terminate or change the light duty assignment. The provision of light duty for an employee shall not set precedent for provision of light duty for another employee.
- I. If the College returns an employee to alternate duty, the College shall reassign the employee to his/her regular duties when the employee becomes medically able to perform such duties.
- J. A complaint concerning administration of this Section may be grieved in accordance with Article 5 of this Agreement up to and including Step 1.

**16.4 BEREAVEMENT LEAVE**

An employee upon request shall be granted up to five (5) days of authorized bereavement leave with pay upon the death of a member of his or her immediate family. Death must have occurred while the employee is employed by New College. Exceptions to this Section may be granted upon discussion with Human Resources.

- C. Immediate family is defined to include spouse or domestic partner, and their parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, stepbrothers, stepsisters, aunt, uncle, niece, or nephew.
- D. A copy of an obituary, worship bulletin or certificate of death may be required in order to approve the Bereavement Leave.

**16.5 ANNUAL LEAVE PAYOUT**

An employee, upon termination, retirement or death shall be cashed out all accumulated annual leave.

Employees may rollover their annual leave into an existing 403(b) Tax Sheltered Annuity offered by NCF or 457(b) State Deferred Compensation Account to avoid certain taxes. However, the rollover amount will be subject to Social Security and Medicare taxes, as well as Federal Taxes on the Social Security and Medicare deduction. Please note, employees should check with their company representative to ensure they don't exceed federal limits.

  
George Corwine, PBA  
Date 9/3/2024

  
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Date 9/3/24 40



**NCF/PBA Collective Bargaining Contract 2022-2025**  
**Fiscal Year 2023-2024 Proposals and Responses**  
**Article 16: Leave**

16.6 SICK LEAVE PAYOUT

A. Upon Retirement or Death

Sick time continues to accrue each year with no maximum limit. Employees, upon retirement or death shall be paid for accumulated sick time in accordance with the following schedule:

1. An employee who has 10 years of verified NCF service is eligible to be cashed out up to one-fourth of their accumulated sick leave hours.
2. An employee who has 12 years of verified NCF service is eligible to be cashed out up to one-half of their accumulated sick leave hours.

B. Early Cash Out

Employees may cash out their accumulated sick leave hours once 1200 hours of accumulated sick leave is reached at a rate of one-half of their accumulated sick leave hours.

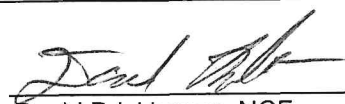
Employees may rollover their sick leave into an existing 403(b) Tax Sheltered Annuity offered by NCF or 457(b) State Deferred Compensation Account to avoid certain taxes. However, the rollover amount will be subject to Social Security and Medicare taxes, as well as Federal Taxes on the Social Security and Medicare deduction. Please note, employees should check with their company representative to ensure they don't exceed federal limits.

16.7 PARENTAL LEAVE

A. Unpaid Parental Leave

1. An employee shall be granted unpaid parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption or permanent legal guardianship. Foster care is not covered under parental leave but is provided through the FMLA provisions.
2. If an employee plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested.
3. The period of parental leave shall begin no more than two (2) weeks before the qualifying event (birth, adoption, or permanent legal guardianship).

  
George Corwine, PBA      Date 9/3/2024

  
David Brickhouse, NCF      Date 9/3/24


**NCF/PBA Collective Bargaining Contract 2022-2025**  
**Fiscal Year 2023-2024 Proposals and Responses**  
**Article 16: Leave**

4. Human Resources shall acknowledge to the employee in writing the period of leave to be granted, that such leave counts against the employee's unused FMLA entitlements and the date of return to employment.
5. Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.
6. Upon agreement between the employee and the College, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption or permanent legal guardianship.

**B. Paid Parental Leave**

1. Upon request, an employee may be granted paid parental leave when the employee becomes a biological parent or a child is placed in the employee's home pending adoption or permanent legal guardianship. The period of such leave shall not exceed 540 hours, and shall be negotiated to minimize its impact on the employing department.
2. If both parents are employees of the College covered by this CBA, each will receive their 540 hours of leave, but the way in which they take it is subject to approval of the College. Minimizing the disruption to the College operations is essential.
3. Paid parental leave may not be granted more than twice during the employee's term of employment.
4. Eligibility and Conditions
  - a. This program does not apply to individuals on a temporary or term limited appointment.
  - b. The period of paid parental leave will be prorated and adjusted based on the FTE classification of the employee.
  - c. Employees on soft money shall be eligible for participation in the program to the extent that such benefits are permitted by the terms of the contract or grant, and by the rules of the funding agency. Furthermore, paid parental leave will only be permitted where adequate funds are available.
  - d. As a condition of receiving paid parental leave, the employee must sign

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George Corwine, PBA Date

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David Brickhouse, NCF Date 42

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a written agreement to return to their position at the end of the leave period for one (1) pay period, or for a period equivalent to the leave period that was granted. This time does not include time awarded for other types of leave. In the case of failure to live up to this agreement, the employee must repay the college for the leave. If the employee has been employed with New College for more than ten (10) years and they choose to leave employment with New College within one year of the end of their paid parental leave, they will be required to repay the paid parental leave from their sick leave balance, before any calculation for sick leave payout is made.

- e. Employees on paid parental leave shall not engage in outside employment unless such employment is approved in advance.
- f. In the event that severe budgetary constraints are imposed on the College, the feasibility of this paid parental leave policy may be renegotiated at any time.

5. Notice of Request for Paid Parental Leave

- a. The employee must provide notice of their intent to take paid parental leave no later than four (4) months prior to the beginning of the leave period, when possible. Notice shall be provided to the Supervisor and Vice President of the employee's unit.
- b. In emergency situations, it may not be possible for the employee to give the four (4) month notice required in this section. A shorter notice period may be permitted for good cause and/or special circumstances at the discretion of the Supervisor or Vice President of the unit. In the event of an emergency, the employee must provide notice of their intent to take paid parental leave as soon as is reasonably practical.
- c. The employee's notice of intent to take leave shall indicate the length of the leave period being requested. The notice of intent shall also specify whether the employee will be on full-time paid parental leave, or if the employee plans to use a combination of accrued sick and annual leave time.
- d. The period of parental leave shall begin no more than two (2) weeks before the qualifying event. This provision may be adjusted in the discretion of the Supervisor or Vice President of the unit for good cause and/or special circumstances.
- e. Paid parental leave is separate from, but shall run concurrent with, medical or FMLA leave when applicable.

  
George Corwine, PBA      Date 9/3/2024

  
David Brickhouse, NCF      Date 9/3/24<sup>43</sup>

**NCF/PBA Collective Bargaining Contract 2022-2025  
Fiscal Year 2023-2024 Proposals and Responses  
Article 16: Leave**

**NCF Counter Proposal (02/20/24)**

*NCF rejects the PBA proposal and offers the following proposal.*

**16.4 LEAVE OF ABSENCE**


Employees may be granted leaves of absence as provided in College Regulations.

**16.5 JOB-RELATED DISABILITY LEAVE**

Paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.

**16.6 LEAVE TO SUPPLEMENT WORKERS' COMPENSATION BENEFITS AND ALTERNATE DUTY**

- K. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with College Regulations.
- L. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the provisions of Section 440.15, F.S., and there is medical certification that the employee temporarily cannot perform the duties of the employee's regular position but can perform some type of work beneficial to the College, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.
- M. In the event that an employee is at any time determined by the College's designated Worker's Compensation physician to be able to perform light duty work as a result of an on-the-job injury, the College will evaluate the specific light duty restrictions and may place the employee in any College light duty position if one is available. However, the College is under no obligation to create light duty for an employee. Should an employee be placed on light duty and such duty becomes subsequently no longer available, then the College may terminate or change the light duty assignment. The provision of light duty for an employee shall not set precedent for provision of light duty for another employee.
- N. If the College returns an employee to alternate duty, the College shall reassign the employee to his/her regular duties when the employee becomes medically able to perform such duties.
- O. A complaint concerning administration of this Section may be grieved in accordance with Article 5 of this Agreement up to and including Step 1.

  
George Corwine, PBA      Date 9/3/2024

  
David Brickhouse, NCF      Date 9/3/24 44

**NCF/PBA Collective Bargaining Contract 2022-2025**  
**Fiscal Year 2023-2024 Proposals and Responses**  
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**16.4 BEREAVEMENT LEAVE**

An employee upon request shall be granted up to five (5) days of authorized bereavement leave with pay upon the death of a member of his or her immediate family. Death must have occurred while the employee is employed by New College. Exceptions to this Section may be granted upon discussion with Human Resources.

E. Immediate family is defined to include spouse or domestic partner, and their parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, stepbrothers, stepsisters, aunt, uncle, niece, or nephew.

F. A copy of an obituary, worship bulletin or certificate of death may be required in order to approve the Bereavement Leave.

**16.8 ANNUAL LEAVE PAYOUT**

An employee covered by this Agreement, upon termination, retirement, or death shall be paid all accumulated annual leave up to the maximum of 240 hours.

**16.9 SICK LEAVE PAYOUT**

An employee covered by this Agreement, who has 10 or more years of creditable service to New College of Florida, upon termination, retirement, or death shall be paid 25% of all accumulated sick leave up to the maximum of 480 hours.

**16.10 Bencor Special Pay Plan**

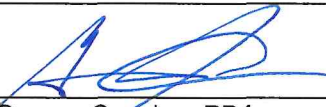
If the payout amount of leave as described in 16.8 and/or 16.9 equals \$2,500 or more, the payout will be sent to a Bencor Special Pay Plan, which is a 401(a) retirement account.

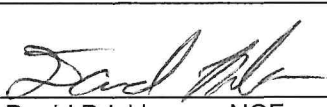
**16.11 Parental Leave**

(a) Unpaid Parental Leave

(1) An employee shall be granted unpaid parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption or permanent legal guardianship. Foster care is not covered under parental leave but is provided through the FMLA provisions.

(2) If an employee plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested.

  
George Corwine, PBA      Date 9/3/2024

  
David Brickhouse, NCF      Date 9/3/24 45

**NCF/PBA Collective Bargaining Contract 2022-2025**  
**Fiscal Year 2023-2024 Proposals and Responses**  
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(3) The period of parental leave shall begin no more than two (2) weeks before the qualifying event (birth, adoption, or permanent legal guardianship).

(4) Human Resources shall acknowledge to the employee in writing the period of leave to be granted, that such leave counts against the employee's unused FMLA entitlements and the date of return to employment.

(5) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

(6) Upon agreement between the employee and the College, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption or permanent legal guardianship.

(b) Paid Parental Leave

(1) Upon request, an employee may be granted paid parental leave when the employee becomes a biological parent or a child is placed in the employee's home pending adoption or permanent legal guardianship. The period of such leave shall not exceed 360 hours, and shall be negotiated to minimize its impact on the employing department.

(2) If both parents are employees of the College covered by this CBA, each will receive their 240 hours of leave, but the way in which they take it is subject to approval of the College. Minimizing the disruption to the College operations is essential.

(3) Paid parental leave may not be granted more than twice during the employee's term of employment.


(4) Eligibility and Conditions

a. This program does not apply to individuals on a temporary or term limited appointment.

b. The period of paid parental leave will be prorated and adjusted based on the FTE classification of the employee.

c. Employees on soft money shall be eligible for participation in the program to the extent that such benefits are permitted by the terms of the contract or grant, and by the rules of the funding agency. Furthermore, paid parental leave will only be permitted where adequate funds are available.

d. As a condition of receiving paid parental leave, the employee must sign a written

  
George Corwine, PBA  
Date 9/3/2024

  
David Brickhouse, NCF  
Date 46

**NCF/PBA Collective Bargaining Contract 2022-2025**  
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**Article 16: Leave**

agreement to return to their position at the end of the leave period for one (1) pay period, or for a period equivalent to the leave period that was granted. This time does not include time awarded for other types of leave. In the case of failure to live up to this agreement, the employee must repay the college for the leave. If the employee has been employed with New College for more than ten (10) years and they choose to leave employment with New College within one year of the end of their paid parental leave, they will be required to repay the paid parental leave from their sick leave balance, before any calculation for sick leave payout is made.

e. Employees on paid parental leave shall not engage in outside employment unless such employment is approved in advance.

f. In the event that severe budgetary constraints are imposed on the College, the feasibility of this paid parental leave policy may be renegotiated at any time.

(5) Notice of Request for Paid Parental Leave

a. The employee must provide notice of their intent to take paid parental leave no later than four (4) months prior to the beginning of the leave period, when possible. Notice shall be provided to the Supervisor and Vice President of the employee's unit.


b. In emergency situations, it may not be possible for the employee to give the four (4) month notice required in this section. A shorter notice period may be permitted for good cause and/or special circumstances at the discretion of the Supervisor or Vice President of the unit. In the event of an emergency, the employee must provide notice of their intent to take paid parental leave as soon as is reasonably practical.

c. The employee's notice of intent to take leave shall indicate the length of the leave period being requested. The notice of intent shall also specify whether the employee will be on full-time paid parental leave, or if the employee plans to use a combination of accrued sick and annual leave time.

d. The period of parental leave shall begin no more than two (2) weeks before the qualifying event. This provision may be adjusted in the discretion of the Supervisor or Vice President of the unit for good cause and/or special circumstances.

e. Paid parental leave is separate from, but shall run concurrent with, medical or FMLA leave when applicable.

  
George Corwine, PBA      9/3/2024  
Date

  
David Brickhouse, NCF      9/3/2024  
Date

**NCF/PBA Collective Bargaining Contract 2022-2025  
Fiscal Year 2023-2024 Proposals and Responses  
Article 22: Wages**

**Current Language**

22.1 For Fiscal Year 2022-2023, the College will implement wage increases in accordance with the following provisions:

**Compression Adjustment and Base Hourly Wage Rate Increase**

A. Effective July 10, 2022, each eligible Employee shall receive a compression adjustment and then a 5.25% increase to base hourly wage rate. A base hourly rate is the Employee's rate of pay before the addition of wage additives.

Increases will be reflected in the September 8, 2023, paycheck. Retroactive pay will be calculated and paid no later than the paycheck dated October 20, 2023.

B. To receive the compression adjustment and base hourly wage rate increase authorized by this section, the Employee must have been a regular employee before July 1, 2023, and must be continuously employed by the College through September 2, 2023.

C. Eligible employee refers to an Employee who is, at minimum, meeting the Employee's required performance standards (effective rating).

D. The minimum starting base hourly wage rate for new Employees will be raised to \$23.54 per hour effective August 20, 2023. Employees hired between July 1, 2022, and July 1, 2023, will be moved to the new minimum effective their date of hire.

**PBA Proposal (02/01/24)**

**22.1 COMPETITIVE PAY ADJUSTMENT**

For Fiscal Year ~~2022-2023~~ 2023-2024, the College will implement wage increases in accordance with the following provisions:

~~Compression Adjustment and Base Hourly Wage Rate Increase~~



A. ~~Effective July 10, 2022~~ July 1, 2023, each eligible Employee shall receive a ~~compression adjustment and then a 5.25~~ 20% increase to base hourly wage rate. A base hourly wage rate is the Employee's rate of pay before the addition of wage additives.

Increases will be reflected in the ~~September 8, 2023~~ \_\_\_\_\_, 2024, paycheck. Retroactive pay will be calculated and paid no later than the paycheck dated ~~October 20, 2023~~ \_\_\_\_\_, 2024.

B. ~~To receive the compression adjustment and base hourly wage rate increase authorized by this section, the Employee must have been regular employee before July 1, 2023 2024, and must be continuously employed by the College through September 2, 2023.~~

C. Eligible Employee refers to an Employee who is, at minimum, meeting the Employee's required performance standards (effective rating).

D. The minimum starting base hourly wage rate for new Employees will be raised to ~~\$23.54~~ \$28.25 per hour effective ~~August 20, 2023~~ [Date of Agreement]. Employees hired between ~~July 1, 2022, and July 1, 2023~~ July 1, 2023, and [Date of Agreement], will be moved to the new minimum effective their date of hire.

 George Corwine, PBA	<u>9/3/2024</u> Date	 David Brickhouse, NCF	<u>9/3/24</u> Date	48
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**NCF/PBA Collective Bargaining Contract 2022-2025  
Fiscal Year 2023-2024 Proposals and Responses  
Article 22: Wages**

**NCF Counter Proposal (08/14/24)**

22.1 For Fiscal Year 2023-2024

Base Salary Increase and Retroactive Payment

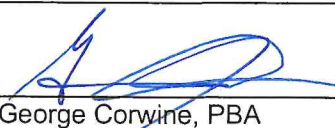
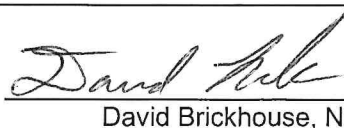
1. Each eligible employee shall receive a 5.0% increase to base salary (up to a maximum of \$5,000) effective August 18, 2023, as detailed below. Increases will be reflected in the paycheck dated September 6, 2024.
2. Each eligible employee shall receive a one-time, lump sum retroactive payment equal to 5.0% of their base annualized salary as of August 17, 2024, (up to a maximum of \$5,000). Any applicable retroactive pay will be calculated and paid no later than the paycheck dated September 20, 2024.
3. To receive the base salary increase and retroactive payment authorized by this section, the employee must have been an eligible employee before July 1, 2023.
4. To receive the base salary increase, the employee must be continuously employed by the College through August 17, 2024.
5. To receive the retroactive payment, the employee must be continuously employed by the College through September 14, 2024.
6. Eligible employees must have received a satisfactory or better annual evaluation for Fiscal Year 2022-23. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.
7. The minimum starting base hourly wage rate for new Employees will be raised to \$24.72 per hour effective August 19, 2024. Employees hired between July 1, 2023, and July 1, 2024, will be moved to the new minimum effective August 19, 2024.

**PBA Proposal (09/03/24)**

22.1 For Fiscal Year 2023-2024

Base Salary Increase and Retroactive Payment

1. Each eligible employee shall receive a 5.0% increase to base salary (up to a maximum of \$5,000) effective ~~August 18, 2023~~ on the first pay period after ratification by both parties, as detailed below. Increases will be reflected in the paycheck dated ~~September 6, 2024~~ within two (2) pay periods of ratification by both parties.
2. Each eligible employee shall receive a one-time, lump sum retroactive payment equal to 5.0% of their base annualized salary as of August 17, 2024, (up to a maximum of \$5,000). Any applicable retroactive pay will be calculated and paid no later than the paycheck dated ~~September 20, 2024~~ within three (3) pay periods of ratification by both parties.
3. To receive the base salary increase and retroactive payment authorized by this section paragraphs 1 and 2 above, the employee must have been an eligible employee before July 1, 2023.
4. To receive the base salary increase, the employee must be continuously employed by the College through August 17, 2024.

 George Corwine, PBA	<u>9/3/2024</u> Date	 David Brickhouse, NCF	<u>9/13/24</u> Date
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**NCF/PBA Collective Bargaining Contract 2022-2025**  
**Fiscal Year 2023-2024 Proposals and Responses**  
**Article 22: Wages**

5. To receive the retroactive payment, the employee must be continuously employed by the College through September 14, 2024 the date of ratification by both parties.

6. Eligible Employees must have received a ~~satisfactory~~ effective or better annual evaluation for Fiscal Year 2022-23. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.

7. The minimum starting base hourly wage rate for new Employees will be raised to \$24.72 per hour, based on 2,080 hours annually, effective ~~August 19, 2024~~ upon ratification by both parties. Employees hired ~~between~~ after July 1, 2023 and July 1, 2024, will be moved to the new minimum effective August 19, 2024 upon ratification by both parties.

8. If an employee was hired after July 1, 2023, but before June 30, 2024, they will receive a one-time five-hundred-dollar (\$500) lump sum bonus on the same pay period as the other bargaining unit employees.

 George Corwine, PBA	Date	<u>9/3/2024</u>	 David Brickhouse, NCF	Date	<u>9/3/24</u>
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## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: November 19, 2024

**SUBJECT: Approval of the Amendment to the Memorandum of Understanding (MOU) between New College of Florida and the United Faculty of Florida**

### **PROPOSED BOARD ACTION**

Approval of the Amendment to the Memorandum of Understanding between New College of Florida (NCF) and the United Faculty of Florida (UFF), as recommended by the College's management representatives.

### **BACKGROUND**

Following duly noticed negotiating sessions regarding an update to the current three-year Agreement, NCF's management representatives and the UFF collective bargaining unit representatives have reached a tentative agreement on an Amendment to the Memorandum of Understanding regarding a one-time, lump sum retention bonus as set forth below and within the attachments provided.

#### ***Summary of the Amendment to the Memorandum of Understanding Between New College of Florida and the United Faculty of Florida***

The Amendment to the Memorandum of Understanding provides for the payment of a one-time, lump sum retention bonus of \$10,000 to ten (10) members of the bargaining unit. The affected employee classifications include: Program Director, Associate Program Director, Assistant Program Director, Counselor/Advisor, Psychologist, Assistant Librarian, and Visiting Assistant Professor. These non-tenure track classifications were previously excluded from the retention bonus.

#### **Supporting Documentation Included:**

Proposed Amendment to the Memorandum of Understanding between New College of Florida and the United Faculty of Florida.

#### **Facilitators/Presenters:**

David Brickhouse, Vice President, Legal Affairs & Human Resources (Chief Negotiator)  
Other Members of NCF's Management Bargaining Team:  
Erika Worthy, Chief Human Resources Officer  
Robert Zamsky, Associate Provost  
Allyce Heflin, Assistant Vice President, Budget & Administration  
Lara Sladick, Director, Human Resources

**Amendment to Memorandum of Understanding Between New College of Florida and the  
New College United Faculty of Florida Regarding Retention Bonuses**

**WHEREAS**, the New College United Faculty of Florida (“UFF”) has been certified as the exclusive bargaining agent for the faculty bargaining unit at New College of Florida (“New College”); and,

**WHEREAS**, UFF and New College have ratified a Collective Bargaining Agreement for the bargaining unit represented by UFF; and,

**WHEREAS**, UFF and New College have opened but not completed negotiations regarding the Collective Bargaining Agreement; and,

**WHEREAS**, UFF and New College wish to agree on retention bonuses for faculty.

**NOW**, therefore, the Parties hereby agree as follows:

1. New College acknowledges the obligation to bargain wages, hours, terms, and conditions of employment for bargaining unit employees pursuant to Chapter 447, Florida Statutes.
2. New College and UFF agree that the substance of this Amendment to the Memorandum of Understanding is not subject to grievance procedures, and that any disputes regarding implementation of this Memorandum will be resolved by consultation between the parties.
3. This Amendment to the Memorandum will not constitute precedent for the resolution of any other disputes between the parties, and by entering into this Amendment to the Memorandum of Understanding UFF does not waive or relinquish any right it may have to enforce its contract or the status quo with respect to any future disputes or controversies.
4. New College and UFF have agreed to retention bonuses as set forth below:

**Lump Sum Bonus**

1. Eligible bargaining unit members currently classified as Program Director, Associate Program Director, Assistant Program Director, Counselor/Advisor, Psychologist, and Assistant Librarian, who were employed as of December 31, 2022, and who were continuously employed through June 30, 2024, shall receive a non-recurring, lump sum bonus payment of \$10,000 less any applicable taxes and withholding. This bonus shall not be used to calculate base rate of pay.
2. Eligible bargaining unit members currently classified as Visiting Assistant Professors, who were employed as of December 31, 2022, and who were continuously employed through May 29, 2024, shall receive a non-recurring, lump sum bonus payment of \$10,000 less any applicable taxes and withholding. This bonus shall not be used to calculate base rate of pay.
3. Bonus payment to be made no later than the first full pay period after approval by both parties of this Amendment to the Memorandum of Understanding.
4. Eligible member refers to all employees who:

- i. Do not have a current performance evaluation on file with a marginal or unsatisfactory rating,
- ii. Have not resigned their position with or without notice or have not received a notice of adverse action to terminate employment for cause prior to July 1, 2024.

**For New College of Florida**

**For New College United Faculty of Florida**

\_\_\_\_\_  
**David Brickhouse**                      **Date**

\_\_\_\_\_  
**David Rohrbacher**                      **Date**

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: November 19, 2024

**SUBJECT: Ratification of Changes to the Collective Bargaining Agreement between New College of Florida and the United Faculty of Florida**

### **PROPOSED BOARD ACTION**

Ratification of changes to the current Collective Bargaining Agreement (Agreement) between New College of Florida (NCF) and the United Faculty of Florida (UFF), as recommended by the College's management representatives.

### **BACKGROUND**

Following duly noticed negotiating sessions regarding an update to the current three-year Agreement, NCF's management representatives and the UFF collective bargaining unit representatives have reached a tentative agreement on changes to articles in the current Agreement as set forth below and within the attachments provided.

The changes to the Agreement have been ratified by majority vote of the collective bargaining unit members.

### ***Summary of the Changes in the 2024-2027 Collective Bargaining Agreement Between New College of Florida and the United Faculty of Florida***

The most important fiscal component of the Agreement involves **Article 23 – Salaries**. The recurring wage increase affects 70 employees covered under the UFF collective bargaining agreement and totals approximately \$244,028 for the base increase and an equivalent amount of retroactive pay. Taxes and benefits add approximately \$64,802 for a total all-in cost of \$552,858 for Fiscal Year 2024. These changes, if approved by the Board of Trustees, would be effective on December 8, 2024. Details of the increase are as follows:

- Eligible employees will receive a 5.0% increase to base salary (up to a maximum of \$5,000.00) effective July 9, 2023.
- Any bargaining unit member that during the period July 1, 2023, through June 30, 2024, received a special pay increase due to change in assignment, reclassification, or other employment action is not eligible for the base salary increase.

For comparison, the previous increase approved last year was 5.25%/5.0% and was retroactive to the beginning of the academic year.

Proposed language in underline format and deleted language in ~~strike-through~~ format is provided for reference. A summary of the proposed amendments is as follows:

### **Preamble**

Provided clarification that tenured and tenured track faculty have voting rights.

### **Definitions**

Provided clarification that references to the Faculty Handbook were specific to the 2023 version and that “UFF” is intended to be the State entity.

### **Article 3 – UFF Privileges**

Removed references to the Faculty Handbook.

### **Article 4 – Reserved Rights**

Removed the delegation of academic decisions to the faculty.

### **Article 5 – Academic Freedom and Shared Responsibility**

Removed reference to the Faculty Handbook.

### **Article 6 - Nondiscrimination**

Confirmed the parties’ commitment to support all laws intended to protect and safeguard the rights and opportunities of employees to work in an environment free from any form of discrimination or harassment.

### **Article 7 – Minutes, Regulations, and Budgets: Board and College Documents**

Identified the Office of Human Resources as the provider of salary information to UFF upon request.

### **Article 8 – Appointment**

Included the “assistant in” classification that had been omitted.

### **Article 9 – Assignment of Responsibility**

Removed references to arbitration.

### **Article 10 – Employees Performance Evaluation and Reviews**

Changed post tenure review from seven to five years in accordance with NCF regulation 4-8001.

### **Article 11 – Evaluation File**

Removed reference to arbitration.

### **Article 14 – Promotion Procedures**

Updated references to include Appendix F: Guidelines for Tenure and Promotion and Appendix I: Guidelines for Promotion.

### **Article 15 – Tenure**

Removed references to the Faculty Handbook and added references to Appendix F: Guidelines for Tenure and Promotion.

### **Article 16 – Disciplinary Action and Job Abandonment**

Removed the requirement that progressive discipline begin with a first written oral reprimand and the reference to a predetermination conference.

### **Article 20 – Grievance Procedure and Arbitration**

Clarifying that in accordance to s. 1001.741 Florida Statutes arbitration provisions do not apply to personnel actions or decisions regarding faculty, including the areas of evaluations, promotions, tenure, discipline, or terminations.

**Article 22 – Professional Development Program and Research Assignments**

Removed reference to the Faculty Handbook and added reference to Appendix J: Policy on Assigned Research.

**Article 23 – Salaries**

This section sets forth a 5.0% annual percentage increase (up to a maximum of \$5,000.00) for eligible bargaining unit members with an effective date of July 9, 2023.

**Article 24 – Administration and Benefits**

Removed the domestic partner insurance stipend and reaffirmed the College’s commitment to providing a child care center on or near the campus.

**Article 30 – Duration**

This section sets the dates for renegotiations of the Agreement.

**Article 32 – Housekeeping**

The parties agreed to correct miscellaneous typographical, punctuation, and grammatical errors.

**Appendix F – Guidelines for Tenure and Promotion**

Documents the guidelines for tenure and promotion of tenure track faculty.

**Appendix I – Guidelines for Promotion**

Documents the guidelines for promotion for non-tenure track faculty including instructors and assistants; faculty employees of the writing program; and faculty employees of the Counseling and Wellness Center.

**Appendix J – Policy on Assigned Research**

Documents the policy on the eligibility, application, and selection of research assignments.

**Supporting Documentation Included:**

Proposed collective bargaining agreement changes between New College of Florida and the United Faculty of Florida for 2024-2027 (REDLINE VERSION).

**Facilitators/Presenters:**

David Brickhouse, Vice President, Legal Affairs & Human Resources (Chief Negotiator)  
Other Members of NCF’s Management Bargaining Team:  
Erika Worthy, Chief Human Resources Officer  
Robert Zamsky, Associate Provost  
Allyce Heflin, Assistant Vice President, Budget & Administration  
Lara Sladick, Director, Human Resources



## **Current Language**

### **PREAMBLE**

In order to continue the tradition of high quality and effective education at New College of Florida, and to maintain fair and just working conditions enabling the faculty to continue its high standards of excellence in all phases of instruction, research and service, the parties have executed this Agreement with the following intentions:

The New College United Faculty of Florida (UFF) is recognized as the exclusive bargaining representative, solely for the purpose of collective bargaining with respect to compensation, hours and other terms and conditions of employment as specifically set forth in this Agreement for all employees in the bargaining unit described herein.

The UFF has the right to engage in collective bargaining with New College Board of Trustees (Board), or their designee. The Board, as a duly constituted public body corporate of the State of Florida, has a fiduciary duty, and as such, is the sole organization legally mandated to manage, operate and direct New College of Florida. With this understanding of their legal rights and obligations, both parties have negotiated and will negotiate in good faith.

The parties further acknowledge the desirability and importance of a collegial governance system for, and by, the faculty in areas of academic concern, through faculty meetings and faculty committees. The New College Faculty regularly holds formal meetings each month during the academic year, and it is understood that these faculty meetings are the legislative assembly of the New College Faculty. The College has the ability, through its Provost, to bring appropriate matters of concern of its President and its administration to such faculty meetings. The parties accept the distinct responsibilities of the New College Faculty as a legislative assembly, and understand that its role concerning academic matters and affairs exists separately and apart from the UFF as the bargaining representative for matters of compensation, hours of work and working conditions.

Among matters which may be of concern to the legislative assembly of the New College Faculty include but are not limited to: (a) curriculum policy and curricular structure, (b) requirements and granting of degrees, (c) policies concerning student recruitment, admission, and retention, (d) faculty rights and obligations (e) development, curtailment, discontinuance, or reorganization of academic programs; (f) appointment, retention, promotion, and tenure of faculty; (g) academic governance and the procedures therefore; (h) student evaluation policies, and (j) other matters of traditional concern. It is recognized that such matters are the concern of the legislative assembly of the New College Faculty, subject to State Legislation, the fiduciary responsibilities of the Board, and the terms of this Agreement.

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

## **NCF Proposal (10/22/24)**

### **PREAMBLE**

In order to continue the tradition of high quality and effective education at New College of Florida, and to maintain fair and just working conditions enabling the faculty to continue its high standards of excellence in all phases of instruction, research and service, the parties have executed this Agreement with the following intentions:

The **New College** United Faculty of Florida (UFF) is recognized as the exclusive bargaining representative, solely for the purpose of collective bargaining with respect to compensation, hours and other terms and conditions of employment as specifically set forth in this Agreement for all employees in

the bargaining unit described herein.

The UFF has the right to engage in collective bargaining with New College Board of Trustees (Board), or their designee. The Board, as a duly constituted public body corporate of the State of Florida, has a fiduciary duty, and as such, is the sole organization legally mandated to manage, operate and direct New College of Florida. With this understanding of their legal rights and obligations, both parties have negotiated and will negotiate in good faith.

The parties further acknowledge the desirability and importance of a collegial governance system for, and by, the faculty in areas of academic concern, through faculty meetings and faculty committees. The New College Faculty regularly holds formal meetings each month during the academic year, and it is understood that these faculty meetings are the legislative assembly of the New College Faculty. The College has the ability, through its Provost, to bring appropriate matters of concern of its President and its administration to such faculty meetings. The parties accept the distinct responsibilities of the New College Faculty as a legislative assembly, and understand that its role concerning academic matters and affairs exists separately and apart from the UFF as the bargaining representative for matters of compensation, hours of work and working conditions. All tenured and tenured-track faculty shall be voting members of the Faculty.

Among matters which may be of concern to the legislative assembly of the New College Faculty include but are not limited to: (a) curriculum policy and curricular structure, (b) requirements and granting of degrees, (c) policies concerning student recruitment, admission, and retention, (d) faculty rights and obligations (e) development, curtailment, discontinuance, or reorganization of academic programs; (f) appointment, retention, promotion, and tenure of faculty; (g) academic governance and the procedures therefore; (h) student evaluation policies, and (j) other matters of traditional concern. It is recognized that such matters are the concern of the legislative assembly of the New College Faculty, subject to State Legislation, the fiduciary responsibilities of the Board, and the terms of this Agreement.

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

## **Current Language**

### **DEFINITIONS**

As used in this Agreement, the following terms shall have the indicated definition.

1. "Academic year" means a period consisting of a fall and spring semester and an independent study period, if any.
2. "Bargaining Unit" means those employees, collectively, represented for collective bargaining purposes by the United Faculty of Florida pursuant to Florida Public Employees Relations Commission Order number 03E-154, dated July 1, 2003, wherein the Commission ordered that Certificate number 1406 be issued to the United Faculty of Florida for the bargaining unit agreed to by the New College of Florida Board of Trustees and the United Faculty of Florida. Employee job classifications included within the bargaining unit are set out in Appendix A.
3. "Board" means the Board of Trustees of New College of Florida established in accordance with Article IX, Section 7 (c), Constitution of the State of Florida; the Board of Governor's Resolution of January 7, 2003; and Section 1001.72 of the Florida Statutes.
4. "Break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.
5. "College" means New College of Florida.
6. "College service" means service to the College during any of its three phases; private New College; USF service while New College was a college within the University of South Florida; and New College of Florida, the eleventh (11th ) State university.
7. "Continuous service" means employment uninterrupted by a break in service. For academic year employees (9 or 10 month employees), one year of continuous service is equivalent to the nine (9) or ten (10) month employment period.
8. "Credited State service" means years of service in a regular position minus any leave of absence periods.
9. "Days" means calendar days.
10. "Division/unit" means an administrative unit generally equivalent in size and character to a department, discipline, or division.
12. "Domestic partners" means two individuals who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.
13. "Double envelope system" means a paper ballot that indicates a vote, but is not signed, placed in a small sealed envelope, and this envelope is placed in a larger sealed envelope with the voter's signature on the outside.
14. "Employee" means a member of the bargaining unit.
15. "Equitable" means fair and reasonable under the circumstances.
16. "Faculty Handbook" means the August 2017 edition of the New College of Florida Faculty Handbook.

17. "FMLA" means the Family Medical Leave Act of 1993 (29 U.S.C. Sections 2601-2654).
18. "Months" mean calendar months.
19. The singular of the term "number" includes the plural.
20. "OPS" means "other personnel services," a designation of an employment class within the Florida State employment system and within the State University System.
21. "NCUFF" means the New College Chapter of the United Faculty of Florida.
22. "Parties" means the Board and the United Faculty of Florida.
23. "President" means the President of New College of Florida or the President's authorized representative.
24. "PAC" means Provost's Advisory Committee. The PAC is elected by the entire voting faculty. The PAC oversees the process for retention, promotion, and tenure of the teaching and research faculty.
25. "Semester" means one of the two academic periods which, together with a four-week independent study period, constitute the academic year.
26. "Supervisor" means an individual identified by the President or representative as having immediate administrative authority over employees.
27. "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Florida Board of Governors.
28. "UFF" means United Faculty of Florida.
29. "Year" means a period of twelve (12) consecutive months.

### **NCF Proposal (08/07/24)**

#### DEFINITIONS

As used in this Agreement, the following terms shall have the indicated definition.

1. "Academic year" means a period consisting of a fall and spring semester and an independent study period, if any.
2. "Bargaining Unit" means those employees, collectively, represented for collective bargaining purposes by the United Faculty of Florida pursuant to Florida Public Employees Relations Commission Order number 03E-154, dated July 1, 2003, wherein the Commission ordered that Certificate number 1406 be issued to the United Faculty of Florida for the bargaining unit agreed to by the New College of Florida Board of Trustees and the United Faculty of Florida. Employee job classifications included within the bargaining unit are set out in Appendix A.
3. "Board" means the Board of Trustees of New College of Florida established in accordance with Article IX, Section 7 (c), Constitution of the State of Florida; the Board of Governor's Resolution of January 7, 2003; and Section 1001.72 of the Florida Statutes.

4. "Break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.
5. "College" means New College of Florida.
6. "College service" means service to the College during any of its three phases; private New College; USF service while New College was a college within the University of South Florida; and New College of Florida, the eleventh (11th ) State university.
7. "Continuous service" means employment uninterrupted by a break in service. For academic year employees (9 or 10 month employees), one year of continuous service is equivalent to the nine (9) or ten (10) month employment period.
8. "Credited State service" means years of service in a regular position minus any leave of absence periods.
9. "Days" means calendar days.
10. "Division/unit" means an administrative unit generally equivalent in size and character to a department, discipline, or division.
12. "Domestic partners" means two individuals who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.
13. "Double envelope system" means a paper ballot that indicates a vote, but is not signed, placed in a small sealed envelope, and this envelope is placed in a larger sealed envelope with the voter's signature on the outside.
14. "Employee" means a member of the Bbargaining Unit.
15. "Equitable" means fair and reasonable under the circumstances.
- ~~16. "Faculty Handbook" means the August 2017 edition of the New College of Florida Faculty Handbook.~~
17. "FMLA" means the Family Medical Leave Act of 1993 (29 U.S.C. Sections 2601-2654).
18. "Months" mean calendar months.
19. The singular of the term "number" includes the plural.
20. "OPS" means "other personnel services," a designation of an employment class within the Florida State employment system and within the State University System.
21. "NCUFF" means the New College Chapter of the United Faculty of Florida.
22. "Parties" means the Board and the New College Chapter of the United Faculty of Florida.
23. "President" means the President of New College of Florida or the President's authorized representative.
24. "PAC" means Provost's Advisory Committee. The PAC is elected by the entire voting faculty. The PAC coordinates oversees the process for retention, promotion, and tenure of the teaching and research

faculty.

25. "Semester" means one of the two academic periods which, together with a four-week independent study period, constitute the Academic Year.
26. "Supervisor" means an individual identified by the President or representative as having immediate administrative authority over one or more employee(s).
27. "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Florida Board of Governors.
28. "UFF" means United Faculty of Florida.
29. "Year" means a period of twelve (12) consecutive months.

### **NCF Proposal (10/22/24)**

#### **DEFINITIONS**

As used in this Agreement, the following terms shall have the indicated definition.

1. "Academic year" means a period consisting of a fall and spring semester and an independent study period, if any.
2. "Bargaining Unit" means those employees, collectively, represented for collective bargaining purposes by the United Faculty of Florida pursuant to Florida Public Employees Relations Commission Order number 03E-154, dated July 1, 2003, wherein the Commission ordered that Certificate number 1406 be issued to the United Faculty of Florida for the bargaining unit agreed to by the New College of Florida Board of Trustees and the United Faculty of Florida. Employee job classifications included within the bargaining unit are set out in Appendix A.
3. "Board" means the Board of Trustees of New College of Florida established in accordance with Article IX, Section 7 (c), Constitution of the State of Florida; the Board of Governor's Resolution of January 7, 2003; and Section 1001.72 of the Florida Statutes.
4. "Break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.
5. "College" means New College of Florida.
6. "College service" means service to the College during any of its three phases; private New College; USF service while New College was a college within the University of South Florida; and New College of Florida, the eleventh (11th ) State university.
7. "Continuous service" means employment uninterrupted by a break in service. For academic year employees (9 or 10 month employees), one year of continuous service is equivalent to the nine (9) or ten (10) month employment period.
8. "Credited State service" means years of service in a regular position minus any leave of absence periods.

9. "Days" means calendar days.
10. "Division/unit" means an administrative unit generally equivalent in size and character to a department, discipline, or division.
12. "Domestic partners" means two individuals who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.
13. "Double envelope system" means a paper ballot that indicates a vote, but is not signed, placed in a small sealed envelope, and this envelope is placed in a larger sealed envelope with the voter's signature on the outside.
14. "Employee" means a member of the ~~B~~bargaining ~~U~~unit.
15. "Equitable" means fair and reasonable under the circumstances.
16. "Faculty Handbook" means the ~~2023 August 2017~~ edition of the New College of Florida Faculty Handbook.
17. "FMLA" means the Family Medical Leave Act of 1993 (29 U.S.C. Sections 2601-2654).
18. "Months" mean calendar months.
19. The singular of the term "number" includes the plural.
20. "OPS" means "other personnel services," a designation of an employment class within the Florida State employment system and within the State University System.
- ~~21. "NCUFF" means the New College Chapter of the United Faculty of Florida.~~
- ~~21. 22.~~ "Parties" means the Board and the New College Chapter of the United Faculty of Florida.
- ~~22. 23.~~ "President" means the President of New College of Florida or the President's authorized representative.
- ~~23. 24.~~ "PAC" means Provost's Advisory Committee. The PAC is elected by the entire voting faculty. The PAC provides faculty input to ~~oversees~~ the process for retention, promotion, and tenure of the teaching and research faculty.
- ~~24. 25.~~ "Semester" means one of the two academic periods which, together with a four-week independent study period, constitute the Aacademic Yyear.
- ~~25. 26.~~ "Supervisor" means an individual identified by the President or representative as having immediate administrative authority over one or more employee(s).
- ~~26. 27.~~ "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Florida Board of Governors.
- ~~27. 28.~~ "UFF" means United Faculty of Florida. However, passages in the Agreement referring to notifying or providing documents to UFF, unless otherwise indicated, mean notifying or providing documents to the President of the UFF Chapter or designated representative.
- ~~28. 29.~~ "Year" means a period of twelve (12) consecutive months.

## Current Language

### Article 3 UFF Privileges

#### 3.4 Credit Toward Research Assignments

- (a) The College agrees to allow one year of credit toward research assignment, in addition to normal credit, (for shared positions a prorated portion of one year based on their FTE) toward research assignment, in addition to normal credit, for six semesters of service in any eight consecutive semester period as a UFF officer or representative on the bargaining team by an employee who is a teaching member of the faculty or is otherwise eligible for a research assignment, for the purpose of providing an incentive to serving as a UFF officer or representative on the bargaining team.
- (b) The one year credit may be applied to requirements for research assignment as set out in Article 22 of this Agreement and at Section 4.7 of the Faculty Handbook.
- (c) The credit can be applied to no more than three teaching members of the faculty during one academic year.
- (d) The UFF shall provide the College with its designees of employees who will receive the credit toward research assignment no later than April 15 of the academic year in which the employee has completed three years of consecutive service as a UFF officer or representative of the bargaining team.
- (e) Upon failure of the UFF to provide a list of designees by the specified deadline, the College may refuse to honor any request for credit toward research assignment that were submitted late.

## NCF Proposal (08/07/24)

### Article 3 NCUFF Privileges

#### 3.4 Credit Toward Research Assignments

- (a) The College agrees to allow one year of credit toward research assignment, in addition to normal credit, (for shared positions a prorated portion of one year based on their FTE) toward research assignment, in addition to normal credit, for six semesters of service in any eight consecutive semester period as a NCUFF officer or representative on the bargaining team by an employee who is a teaching member of the faculty or is otherwise eligible for a research assignment, for the purpose of providing an incentive to serving as a NCUFF officer or representative on the bargaining team.
- (b) The one year credit may be applied to requirements for research assignment as set out in Article 22 of this Agreement ~~and at Section 4.7 of the Faculty Handbook.~~
- (c) The credit can be applied to no more than three teaching members of the faculty during one academic year.
- (d) The NCUFF shall provide the College with its designees of employees who will receive the credit toward research assignment no later than April 15 of the academic year in which the employee has completed three years of consecutive service as a NCUFF officer or representative of the bargaining team.
- (e) Upon failure of the NCUFF to provide a list of designees by the specified deadline, the College may refuse to honor any request for credit toward research assignment that were submitted late.

## NCF Proposal (10/22/24)

### Article 3 UFF Privileges

#### 3.4 Credit Toward Research Assignments



- (a) The College agrees to allow one year of credit toward research assignment, in addition to normal credit, (for shared positions a prorated portion of one year based on their FTE) toward research assignment, in addition to normal credit, for six semesters of service in any eight consecutive semester period as a UFF officer or representative on the bargaining team by an employee who is a teaching member of the faculty or is otherwise eligible for a research assignment, for the purpose of providing an incentive to serving as a UFF officer or representative on the bargaining team.
- (b) The one year credit may be applied to requirements for research assignment as set out in Article 22 of this Agreement ~~and at Section 4.7 of the Faculty Handbook.~~
- (c) The credit can be applied to no more than three teaching members of the faculty during one academic year.
- (d) The UFF shall provide the College with its designees of employees who will receive the credit toward research assignment no later than April 15 of the academic year in which the employee has completed three years of consecutive service as a UFF officer or representative of the bargaining team.
- (e) Upon failure of the UFF to provide a list of designees by the specified deadline, the College may refuse to honor any request for credit toward research assignment that were submitted late.

### **Current Language**

4.1 The Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the College and in all respects carry out the ordinary and customary functions of management, including delegating academic decisions to the faculty through the Faculty Handbook.

### **NCF Proposal (08/07/24)**

4.1 The Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the College and in all respects carry out the ordinary and customary functions of management, ~~including delegating academic decisions to the faculty through the Faculty Handbook.~~

### **Current Language**

#### 5.5 Shared Responsibility for Academic Program.

Changes to the College academic program, including those matters as specified in Chapter 6, Sections 6.1-6.9, and 6.14-6.20 of the Faculty Handbook shall be made only in consultation with the teaching-and-research faculty of the College, which shall be given the opportunity to discuss any proposed change in a Faculty Meeting (as specified in Section 3.2 of the Faculty Handbook) and respond to the proposal with a yes-or-no vote prior to its adoption. Before any revisions to the current version are adopted, full consideration shall be given to the vote of the faculty

### **NCF Proposal (08/07/24)**

#### 5.5 Shared Responsibility for Academic Program.

Changes to the College academic program, including those matters as specified in Chapter 6, Sections 6.1-6.9, and 6.14-6.20 of the Faculty Handbook shall be made only in consultation with the teaching-and-research faculty of the College, which shall be given the opportunity to discuss any proposed change in a Faculty Meeting (~~as specified in Section 3.2 of the Faculty Handbook~~) and respond to the proposal with a yes-or-no vote prior to its adoption. Before any revisions to the current version are adopted, full consideration shall be given to the vote of the faculty.

## **Current Language**

### 6.1 Nondiscrimination.

New College of Florida recognizes its obligation to work towards a community in which diversity is valued, and affirms its commitment to ensure that every - faculty, staff member and student of the College works in an environment free from discrimination or harassment based on race, color, religion, age, disability, sex, sexual orientation, gender expression, gender identity, national origin, marital status, and veteran status. Such discrimination and harassment is prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, 110.1221 Florida Statutes , the Older Workers Benefits Protection Act (OWBPA), the Pregnancy act of 1978 or any other federal or local law concerning discrimination. In relation to Nondiscrimination, the College shall implement such Nondiscrimination policies in accordance with the procedures contained in College regulations.

## **NCF Proposal (08/07/24)**

### 6.1 Nondiscrimination.

The parties fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment ~~New College of Florida recognizes its obligation to work towards a community in which diversity is valued, and affirms its commitment to ensure that every – faculty, staff member and student of the College works in an environment free from discrimination or harassment~~ based on race, color, religion, age, disability, sex, sexual orientation, gender expression, gender identity, national origin, marital status, and veteran status. Such discrimination and harassment is prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, 110.1221 Florida Statutes-, the Older Workers Benefits Protection Act (OWBPA), the Pregnancy act of 1978 or any other federal or local law concerning discrimination. In relation to Nondiscrimination, the College shall implement such Nondiscrimination policies in accordance with the procedures contained in College regulations.

## **Current Language**

### Article 7

7.1 The Board shall provide the UFF (without cost) with a copy of the following:

- (a) The minutes of the meetings of the Board at the time they are made available to the general public;
- (b) College regulations published in accordance with the Florida Board of Governors Regulation Development Process for University Boards of Trustees. Copies of this Agreement and all supplements to this Agreement consistent with the provisions of Section 28.5. The Director of Human Resources shall provide data on annual salaries and salary increases provided to employees, in both print and digital form, in response to a written request from NCUFF, which may take the form of a standing request for data to be provided each semester. The Board will provide NCUFF contact information for obtaining SUS employee salary data.
- (c) Copies of the agenda and copies of all handouts and supporting material provided to Board members for each Board meeting or Board committee meeting at the time those agendas or material are made available to members of the Board
- (d) Copies of the College's Equal Opportunity Plan or Update.

## **NCF Proposal (10/22/24)**

### Article 7

7.1 The Board shall provide the UFF (without cost) with a copy of the following:

- (a) The minutes of the meetings of the Board at the time they are made available to the general public;
- (b) College regulations published in accordance with the Florida Board of Governors Regulation Development Process for University Boards of Trustees. Copies of this Agreement and all supplements to this Agreement consistent with the provisions of Section 28.5. The ~~Office Director~~ of Human Resources shall provide data on annual salaries and salary increases provided to employees, in both print and digital form, in response to a written request from ~~UFF NCUFF~~, which may take the form of a standing request for data to be provided each semester. The Board will provide ~~UFF NCUFF~~ contact information for obtaining SUS employee salary data.
- (c) Copies of the agenda and copies of all handouts and supporting material provided to Board members for each Board meeting or Board committee meeting at the time those agendas or material are made available to members of the Board
- (d) Copies of the College's Equal Opportunity Plan or Update.

## **Current Language**

### **8.1 Policy.**

The Board shall decide, with the advice of the faculty, the standards, qualifications, and criteria for filling appointment vacancies in the bargaining unit with the best possible candidates. The College shall (a) advertise such appointment vacancies, receive applications and screen candidates for such positions, and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and (b) commit to an effort to identify and recruit qualified women and minority candidates for vacancies and new positions.

### **8.3 Employment Contract.**

All appointments shall be made on the College employment contract and signed by the President and the employee. The College may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. All academic year appointments for employees at the College begin the Monday of student orientation week and end on the due date for narrative evaluations of spring semester. The College employment contract shall contain the following elements:

- (a) date;
- (b) Professional Classification System title, class code, rank, and appointment status;
- (c) employment unit (e.g., department, college, institute, area, center, etc.);
- (d) the length of the appointment;
- (e) special conditions of employment;
- (f) a statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure);
- (g) a statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
- (h) the following statement, if the appointment is not subject to the notice provisions of

Section 12.2: "Your employment under this contract will cease on the date indicated. No further notice of

cessation of employment is required;"

- (i) a statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the regulations of the College, and this Agreement;
- (j) percent of full-time effort (FTE) assigned;
- (k) salary rate;
- (l) the minimum salary, if any, for the rank or job classification;
- (m) the statement: "This Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, sexual orientation, gender identity, or gender expression or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the College may be presented as grievances pursuant to Article 20, Grievance Procedure."
- (n) a statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19 of this Agreement.

#### **8.4 Appointments.**

(a) Change in Appointments.

(1) An employee serving on a calendar year appointment may request an academic year appointment, or an annual leave accruing appointment of less than twelve

(12) months but more than nine (9) months. Similarly, an employee serving on an academic year appointment may request a calendar year appointment or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months. The President shall carefully consider such requests, although staffing considerations and other relevant College needs may prevent their being granted.

(2) Upon approval of a change from a calendar year appointment to an annual leave accruing appointment of less than twelve (12) months, or from an academic year appointment to a calendar year appointment or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months, the employee's salary shall be adjusted to a percent of the calendar year base salary which is mathematically proportionate.

(b) Summer Appointments. Available supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, in accordance with written criteria. The criteria shall be made available in each division/unit.

(1) Employees who are appointed to serve on search committees during the summer when they are not being duly compensated will receive a

monetary stipend not to exceed the equivalent of forty (40) hours worked. Such compensation will be considered an administrative stipend and the amount will be determined by the Administration based upon the current average hourly rate of nine (9) month NCF instructional employees.

(2) Division Chairs and the Faculty Chairperson are not eligible for summer search committee stipends.

(c) Extra College Compensation Appointments. Extra College compensation is defined as College compensation for any duties in excess of a full appointment (1.0 FTE). Available extra College compensation appointments shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. The College will post all opportunities for extra compensation not already specified by grant funding on the internal Employment website for a minimum of seven (7) days to allow qualified individuals to apply to be considered for the appointment.

(1) Administrative Appointments for Librarians. Librarians whose appointments include administrative duties beyond standard librarian appointments (i.e. assistant librarian; associate librarian; librarian) may be granted administrative appointments in addition to their appointments as librarians. These administrative appointments are made via a second letter of appointment/contract with terms determined by the Dean of the Library, and the administrative responsibilities are evaluated separately from regular librarian responsibilities and the administrative evaluation is applicable only to the administrative appointment. Administrative appointments include titles of director, associate/assistant director, department head, coordinator, etc., and generally include supervision of librarians.

(d) Visiting Appointments. A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the College does not expect to be available for more than a limited period. A visiting appointment may be offered in single or multi-year contracts not to exceed a total of four (4) consecutive years.

(e) Adjunct Appointments. The use of adjuncts shall, upon the request of the NCUFF representatives, be a subject of consultation under the provisions of Sections 2.1 and 2.2.

(f) Fixed Multi-Year Appointments.

Two- to five-year fixed multi-year appointments may be offered for the following:

(1) instructors and lecturers;



- (2) non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, Curators and Counselors/Advisors, Assistant Program Directors, Associate Program Directors, Program Directors;
  - (3) scholars/scientists, Research Associates, and Associate/Assistants;
  - (4) tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment.
- (g) Recurring-Non-tenure Earning Appointments

The College on rare occasions may make recurring non-tenure earning

appointments as instructor or “associate in” in accordance with section 4.1.4 of the Faculty Handbook. Such faculty will work under full-time contract. Annual evaluation of such faculty is made by the Division Chair in consultation with the tenured and tenure-earning faculty in the discipline. Appointments are made for one year on the initiative of the discipline and with the approval of the Division, and are renewable for up to two additional years. Thereafter, the faculty member occupying the position may be reappointed for three year terms, upon the recommendation of the Division Chair, the tenured and tenure-earning faculty in the discipline, and a positive vote from his or her Division.

- (h) Shared Appointments.

A shared appointment refers to two persons appointed to share a single regular faculty tenure-earning or tenured line in one discipline. Each contract will cover an agreed-upon proportion of one full-time tenure line, normally .5-.5 FTE such that the percentages add up to one (1.0) FTE. In annual evaluations, merit salary reviews, and tenure and promotion reviews, the work of each is assessed separately. Annual evaluations and pre-tenure reviews of each individual occur on the same schedule as for other faculty.

### **NCF Proposal (08/07/24)**

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The Board shall decide, with the advice of the faculty, the standards, qualifications, and criteria for filling appointment vacancies in the **B**argaining **U**nit with the best possible candidates. The College shall (a) advertise such appointment vacancies, receive applications and screen candidates for such positions,

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- (a) date;
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- (c) employment unit (e.g., department, college, institute, area, center, etc.);
- (d) the length of the appointment;
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- (g) a statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
- (h) the following statement, if the appointment is not subject to the notice provisions of Section 12.2: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required;"
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disability, political affiliation, marital status, sexual orientation, gender identity, or gender expression or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the College may be presented as grievances pursuant to Article 20, Grievance Procedure."

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## NCF Proposal (10/22/24)

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(g) Recurring-Non-tenure Earning Appointments

The College on rare occasions may make recurring non-tenure earning appointments as "instructor", "assistant in", or "associate in" ~~in accordance with section 4.1.4 of the Faculty Handbook~~. Such faculty will work under full-time contract. Annual evaluation of such faculty is made by the Provost or designee ~~Division Chair~~ in consultation with the tenured and tenure-earning faculty in the discipline. Appointments are made for one year on the initiative of the discipline and with the approval of the Division, and are renewable for up to two additional years. Thereafter, the faculty member occupying the position may be reappointed for three year terms, upon the recommendation of the Division Chair, the tenured and tenure-earning faculty in the discipline, and a positive vote from his or her Division.

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## **Current Language**

### **9.2 Annual Assignment.**

(a) Teaching and research faculty shall be apprised in writing at the beginning of their employment and at the beginning of each semester of employment thereafter, of the duties assigned in teaching, research and other creative activities, public service, and of any other specific duties assigned for that semester. Other employees shall be apprised in writing at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned for that year.

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than four 4 weeks in advance of its starting date, if practicable.

(b) Instructional Assignment. Specific instructional assignments are finalized in consultation with individual faculty members. In cases in which a faculty member disagrees with the assignment, their supervisor will produce a written rationale for the assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. In addition, the faculty will receive a four-week Independent Study Period supervision assignment for the New College January Interterm. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of fall break and spring break.

(c) Research Assignment. To assure scholarly growth, upon completion of a specified length of full-time service, teaching faculty members are eligible for research assignment, also referred to as research sabbatical, described in Article 22.3.

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

(e) Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same division/unit, to meet the required criteria for promotion, tenure, and merit salary increases.

(1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the College shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

(2) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.

(3) If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may award additional employment requiring the College to provide the "equitable opportunity" as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

## **NCF Proposal (08/07/24)**

### **9.2 Annual Assignment.**

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## **Current Language**

### **10.1 Policy.**

Evaluations and reviews should be structured to provide information and guidance that promote improvement in overall job performance.

(a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified in Section 10.4. The performance of employees shall be evaluated at least once annually, and they shall be advised of the annual or academic period on which the evaluation is based. Personnel decisions shall take such annual evaluations into account, provided that such decisions need not be based solely on written employee performance evaluations.

(b) Seven Year Reviews of Tenured Faculty: Tenured faculty members shall be reviewed by the PAC every seven years following the award of tenure or their most recent promotion. The purpose of the seven year review is to provide a thoughtful peer assessment of the performance of a tenured faculty member. The review does not result in a positive or negative conclusion, but a listing of strengths and weaknesses of the faculty member.

### **10.3 Procedures.**

(a) Annual Evaluation.

(1) The proposed written annual evaluation shall be provided to the employee within sixty (60) days after the end of the academic term during which such evaluation will be made. The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file. The evaluation shall be signed and dated by the person performing the evaluation, and by the person being evaluated who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation which were not resolved in previous discussions with the evaluator.

(2) The College shall develop and maintain procedures by which to evaluate each employee according to criteria specified in Section 10.4. These procedures will include the method for the distribution of any salary increase funds specified in Article 23 based on said annual evaluation. The employees of the College subject to such evaluation shall participate in the development of these procedures and shall recommend implementation by vote of a majority of at least a quorum of those employees.

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

b. If the President determines that the recommended procedures do not meet the conditions in Section 10.3 (2) (a) above, the proposal shall be referred back to the employees for revision with a written statement of reasons for non-approval. Implementation shall follow approval by the President.

c. Approved procedures, and revisions thereof, shall be kept on file in the division/department office. Employees shall be provided a copy of the current procedures for annual evaluation.

(3) Upon written request from the employee, the persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any major performance deficiencies reflected in the employee's annual evaluation.

(b) Seven Year Reviews. Each year, the PAC shall conduct a divisional ballot on each tenured faculty member who is subject to PAC review, as specified in 10.1(b), during that academic year. The

ballot will consist of the three categories of teaching, scholarship, and community service, as well as a composite category:

FACULTY MEMBER    TEACHING

YES    NO    SCHOLARSHIP

YES    NO    SERVICE

YES    NO    COMPOSITE

YES    NO

The purpose of the ballot is to indicate to the faculty member and to the PAC whether his or her colleagues believe he or she is fulfilling the conditions of tenure. The tenured faculty member will be asked to provide to the division, and the division members will be asked to review, a file with the same types of contents as the PAC uses for its review. All these provisions shall also apply to faculty members holding the rank of Distinguished Lecturer. An abstention by a faculty member not on leave or not in his or her first year at the College shall be counted as a negative vote. The PAC will inform the faculty member of the divisional vote.

After the divisional vote, the PAC will review the file of the faculty member, unless that faculty member is a full professor. Full professors are reviewed by a committee consisting of the Chairs of the three Divisions. The PAC will write a review of the candidate based upon their file, discussing strengths and weaknesses of the candidate, and interpreting the results of the divisional ballot.

### **NCF Proposal (08/07/24)**

#### **10.1 Policy.**

Evaluations and reviews should be structured to provide information and guidance that promote improvement in overall job performance.

(a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified in Section 10.4. The performance of employees shall be evaluated at least once annually, and they shall be advised of the annual or academic period on which the evaluation is based. Personnel decisions shall take such annual evaluations into account, provided that such decisions need not be based solely on written employee performance evaluations.

(b) ~~Post Tenure Review: Tenured faculty members shall be reviewed every five years in accordance with NCF Regulation 4-8001. Seven-Year Reviews of Tenured Faculty: Tenured faculty members shall be reviewed by the PAC every seven years following the award of tenure or their most recent promotion. The purpose of the seven-year review is to provide a thoughtful peer assessment of the performance of a tenured faculty member. The review does not result in a positive or negative conclusion, but a listing of strengths and weaknesses of the faculty member.~~

#### **10.3 Procedures.**

(a) Annual Evaluation.

(1) The proposed written annual evaluation shall be provided to the employee within sixty (60) days after the end of the academic term during which such evaluation will be made. The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file. The evaluation shall be signed and dated by the person performing the evaluation, and by the person being evaluated who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation which were not resolved in previous discussions with the evaluator.

(2) The College shall develop and maintain procedures by which to evaluate each employee according to criteria specified in Section 10.4. These procedures will include the method for the distribution of any salary increase funds specified in Article 23 based on said annual evaluation. The employees of the College subject to such evaluation shall participate in the development of these procedures and shall recommend implementation by vote of a majority of at least a quorum of those employees.

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

b. If the President determines that the recommended procedures do not meet the conditions in Section 10.3 (2) (a) above, the proposal shall be referred back to the employees for revision with a written statement of reasons for non-approval. Implementation shall follow approval by the President.

c. Approved procedures, and revisions thereof, shall be kept on file in the division/department office. Employees shall be provided a copy of the current procedures for annual evaluation.

(3) Upon written request from the employee, the persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any major performance deficiencies reflected in the employee's annual evaluation.

~~(b) — Seven Year Reviews. Each year, the PAC shall conduct a divisional ballot on each tenured faculty member who is subject to PAC review, as specified in 10.1(b), during that academic year. The ballot will consist of the three categories of teaching, scholarship, and community service, as well as a composite category:~~

~~FACULTY MEMBER — TEACHING~~

~~YES — NO — SCHOLARSHIP~~

~~YES — NO — SERVICE~~

~~YES — NO — COMPOSITE~~

~~YES — NO~~

~~The purpose of the ballot is to indicate to the faculty member and to the PAC whether his or her colleagues believe he or she is fulfilling the conditions of tenure. The tenured faculty member will be asked to provide to the division, and the division members will be asked to review, a file with the same types of contents as the PAC uses for its review. All these provisions shall also apply to faculty members holding the rank of Distinguished Lecturer. An abstention by a faculty member not on leave or not in his or her first year at the College shall be counted as a negative vote. The PAC will inform the faculty member of the divisional vote.~~

~~After the divisional vote, the PAC will review the file of the faculty member, unless that faculty member is a full professor. Full professors are reviewed by a committee consisting of the Chairs of the three Divisions. The PAC will write a review of the candidate based upon their file, discussing strengths and weaknesses of the candidate, and interpreting the results of the divisional ballot.~~

## **NCF Proposal (10/22/24)**

### **10.1 Policy.**

Evaluations and reviews should be structured to provide information and guidance that promote improvement in overall job performance.

(a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified in Section 10.4. The performance of employees shall be evaluated at least once annually, and they shall be advised of the annual or academic period on which the evaluation is based. Personnel decisions shall take such annual evaluations into account, provided that such decisions need not be based solely on written employee performance evaluations.

~~(b) Post Tenure Review: Tenured faculty members shall be reviewed every five years in accordance with NCF Regulation 4-8001 ("tenured faculty members shall undergo a comprehensive post-tenure review in accordance with the criteria and requirements of Florida law, Board of Governors' Regulation 10.003 (incorporated herein by reference), and any New College policies related thereto."). The policy implementing post tenure review is attached hereto as Appendix K. Seven Year Reviews of Tenured Faculty: Tenured faculty members shall be reviewed by the PAC every seven years following the award of tenure or their most recent promotion. The purpose of the seven year review is to provide a thoughtful peer assessment of the performance of a tenured faculty member. The review does not result in a positive or negative conclusion, but a listing of strengths and weaknesses of the faculty member.~~

### **10.3 Procedures.**

(a) Annual Evaluation.

(1) The proposed written annual evaluation shall be provided to the employee within sixty (60) days after the end of the academic term during which such evaluation will be made. The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file. The evaluation shall be signed and dated by the person performing the evaluation, and by the person being evaluated who may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation which were not resolved in previous discussions with the evaluator.

(2) The College shall develop and maintain procedures by which to evaluate each employee according to criteria specified in Section 10.4. These procedures will include the method for the distribution of any salary increase funds specified in Article 23 based on said annual evaluation. The employees of the College subject to such evaluation shall participate in the development of these procedures and shall recommend implementation by vote of a majority of at least a quorum of those employees.

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

b. If the President determines that the recommended procedures do not meet the conditions in Section 10.3 (2) (a) above, the proposal shall be referred back to the employees for revision with a written statement of reasons for non-approval. Implementation shall follow approval by the President.

c. Approved procedures, and revisions thereof, shall be kept on file in the division/department office. Employees shall be provided a copy of the current procedures for annual evaluation.

(3) Upon written request from the employee, the persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any major performance deficiencies reflected in the employee's annual evaluation.

~~(b) — Seven Year Reviews. Each year, the PAC shall conduct a divisional ballot on each tenured faculty member who is subject to PAC review, as specified in 10.1(b), during that academic year. The ballot will consist of the three categories of teaching, scholarship, and community service, as well as a composite category:~~

~~FACULTY MEMBER — TEACHING~~

~~YES — NO — SCHOLARSHIP~~

~~YES — NO — SERVICE~~

~~YES — NO — COMPOSITE~~

~~YES — NO~~

~~The purpose of the ballot is to indicate to the faculty member and to the PAC whether his or her colleagues believe he or she is fulfilling the conditions of tenure. The tenured faculty member will be asked to provide to the division, and the division members will be asked to review, a file with the same types of contents as the PAC uses for its review. All these provisions shall also apply to faculty members holding the rank of Distinguished Lecturer. An abstention by a faculty member not on leave or not in his or her first year at the College shall be counted as a negative vote. The PAC will inform the faculty member of the divisional vote.~~

~~After the divisional vote, the PAC will review the file of the faculty member, unless that faculty member is a full professor. Full professors are reviewed by a committee consisting of the Chairs of the three Divisions. The PAC will write a review of the candidate based upon their file, discussing strengths and weaknesses of the candidate, and interpreting the results of the divisional ballot.~~



## **Current Language**

### **11.7 Limited Access Information.**

Information reflecting evaluation of employee performance shall be available for inspection only by the employee, the employee's representative, College officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, and arbitrators or others engaged by the parties to resolve disputes, or by others by court order. Employees who have filed a formal grievance that requires access to information in other employees' evaluation files shall have access to such information only to the extent permitted by law and regulation. The scope and timing of such access is limited by its relevance to the grievance procedure. Other employees shall be notified if access to their file is needed, and they shall be allowed to monitor the access to their file or to provide copies of the relevant information themselves.

## **NCF Proposal (08/07/24)**

### **11.7 Limited Access Information.**

Information reflecting evaluation of employee performance shall be available for inspection only by the employee, the employee's representative, College officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, ~~anyone and arbitrators or others~~ anyone engaged by the parties to resolve disputes, or by others by court order. Employees who have filed a formal grievance that requires access to information in other employees' evaluation files shall have access to such information only to the extent permitted by law and regulation. The scope and timing of such access is limited by its relevance to the grievance procedure. Other employees shall be notified if access to their file is needed, and they shall be allowed to monitor the access to their file or to provide copies of the relevant information themselves.

## **Current Language**

### **14.2 Criteria.**

- (a) Promotion decisions shall be a result of meritorious performance of assigned duties. For teaching faculty, decisions shall be based upon established written criteria specified in Sections 4.4 ("Promotion") and 4.12 ("Summary of the Retention, Promotion, Tenure Process") of the Faculty Handbook; and "Guidelines for Tenure and Promotion, New College of Florida" June 2003. For librarians, decisions shall be based on Guidelines for Promotion of New College of Florida Librarians, which is appended to the Bylaws of the Library Faculty Committee of New College of Florida. All affected employees shall be given a copy of the criteria. Any modification of these criteria shall be subject to collective bargaining.
- (b) Promotion criteria shall be available in the division/unit office and/or at the College/unit level.

### **14.3 Procedures.**

- (a) Recommendations for promotion shall begin with the employee's supervisor and shall be submitted to the appropriate officials for review. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief response to any material therein. It shall be the responsibility of the employee to see that the file is complete. The provisions of Sections 11.2 through 11.7 of this Agreement shall apply to the contents of the promotion file.
- (b) Recommendations for promotion shall include a copy of applicable promotion criteria, the employee's annual assignments and annual evaluations, and, if the employee chooses, the employee's promotion appraisal(s). The reviewers at any stage in the review may request to view the appraisal(s).
- (c) If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of their receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file.
- (d) Additional procedures for promotion of teaching-and-research faculty:
  - (1) By April 1 each year, the Provost shall notify all regular faculty members holding the rank of Assistant or Associate Professor that they are eligible to be considered for promotion, and that if they wish to be considered for promotion, they should inform the Provost and the Division chair, in writing, by August 15, submitting names and addresses of possible references at that time. The Provost shall notify the PAC by August 25 which faculty members will be candidates for promotion. Letters soliciting outside references will be sent out by the Division chair no later than the end of the first week of classes.
  - (2) The compilation and updating of records of service and achievement is the responsibility of the individual faculty member. The record should contain:
    - a. A current vita.
    - b. Copies of year-end activity reports written annually (to contain: an updated list of courses and tutorials taught, Independent Study Projects supervised, senior theses supervised, contract advisees, baccalaureate committees served on [with student and AOC], faculty committees served on, and scholarly activities).
    - c. Copy of initial appointment letter.

- d. Assignment of duties letter for each semester.
- e. Student teaching evaluations.
- f. Annual letters of evaluation from the Division Chair.
- g. Copies of PAC reviews.
- h. Copies of letters sent to the PAC.
- i. Copies of papers and publications clearly identified as in draft, in press, or published including printouts of any web-based publications.
- j. Information about community service not otherwise reported.
- k. Syllabi and course descriptions.
- l. Contracts, contract certifications, and course evaluations (to be provided in a convenient form by the Registrar's Office).

m. Any other materials relevant to teaching, scholarship and service that the faculty member may deem appropriate, such as letters from students, colleagues or administrators.

n. Any written response or comments the faculty member wishes to provide with regard to any item in the file.

(3) A divisional vote on promotion, using paper ballots employing the double envelope system, shall be conducted in November, but at least one month after the end of the first module. Regular, full-time faculty members other than those in their first year of service are eligible to vote. Faculty members on assigned research or any sort of leave of absence in the semester in which the vote is conducted may abstain from voting if they so choose. An abstention by any other eligible voter is counted as a negative vote. Positive votes on at least two-thirds of the ballots (counting as negative votes abstentions by division members who are neither on assigned research nor leave of absence) shall constitute a positive Divisional recommendation to promote.

Table 14.1  
WEIGHTING PROCEDURE FOR MAKING COMPOSITE RECOMMENDATIONS FOR PROMOTION  
Divisional

Recommendation		PAC Vote			
Yes	No	Composite			
	0	6			
	1	5			
No +	2	4		=	No
	3	3			
	4	2			
No +	5				
6	1				
0	=	Yes			
	0	6			
Yes +	1	5		=	No
	2	4			
Yes +	3	3		=	Yes
	4	2			
Yes +	5	1		=	Yes
	6	0			

(4) The Chair of the PAC shall communicate the outcome of the divisional vote in writing to the candidate within three working days of its tally. If the candidate fails to receive the necessary two-thirds majority of the divisional vote, he or she shall be given the option of withdrawing the request for promotion. If the division vote is positive or the candidate does not withdraw the request for

promotion, the outcome of the division vote shall be communicated to the PAC. The PAC shall vote on whether to recommend promotion to the Provost. The PAC shall communicate in writing to the Provost and the candidate a composite recommendation determined by the outcomes of the divisional and PAC votes according to table 14.1, below. The recommendation shall be accompanied by the totals of the divisional and PAC votes.

(5) The Provost shall make a recommendation to the President, accompanied by a written statement of the reasons for the recommendation. The recommendation and all supporting material from the PAC and Provost shall be provided to the candidate, who shall have the opportunity to provide a written response to the President.

(6) If the President's decision does not conform to the Provost's promotion recommendation, a written statement detailing extraordinary circumstances warranting such a decision shall be provided to the Provost, with copies supplied to the candidate and the PAC.

(7) Tiered Associate Professor: Three tiers are designated within the rank of Associate Professor. Promotions from Assistant Professor are to Tier 1 Associate Professor. Promotions to Tier 2 and Tier 3 Associate Professor will be considered at the 7 year review of tenured Associate Professors. Candidates for tier promotion must broadly demonstrate strength at the level of Full Professor in one area (teaching, service, or scholarship/creative work) while sustaining Associate –level performance in the other two areas.

(e) Additional procedures for promotion of Assistant and Associate Program Directors in Counseling and Wellness, Assistant and Associate Program Directors in Writing Instruction, and (working title) Assistant and Associate Professional Specialists. The College shall develop criteria and procedural guidelines for promotion to the ranks of Associate Program Director and Program Director in Counseling and Wellness in consultation with employees in the Counseling and Wellness Center. The College shall develop criteria and procedural guidelines for promotion to the ranks of Associate Program Director and Program Director in Writing Instruction in consultation with employees in the Writing Resource Center. The College shall develop criteria and procedural guidelines for promotion to the ranks of (working title) Associate Professional Specialist and (working title) Professional Specialist in consultation with potentially affected employees. Any subsequent modification of these procedural guidelines shall be subject to collective bargaining. The guidelines for promotion presented by UFF in Fiscal Year 2021-2022, will be accepted by management contingent upon the success of a 2-year pilot program implemented effective July 1, 2022, through June 30, 2024.

### **NCF Proposal (08/07/24)**

#### 14.2 Criteria.

(a) Promotion decisions shall be a result of meritorious performance of assigned duties. For teaching faculty, decisions shall be based upon established written criteria specified in Sections 4.4 ("Promotion") and 4.12 ("Summary of the Retention, Promotion, Tenure Process") of the Faculty Handbook; and "Guidelines for Tenure and Promotion, New College of Florida" June 2003. For librarians, decisions shall be based on Guidelines for Promotion of New College of Florida Librarians, which is appended to the Bylaws of the Library Faculty Committee of New College of Florida. All affected

employees shall be given a copy of the criteria. Any modification of these criteria shall be subject to collective bargaining.

(b) Promotion criteria shall be available in the division/unit office and/or at the College/unit level.

### 14.3 Procedures.

(a) Recommendations for promotion shall begin with the employee's supervisor and shall be submitted to the appropriate officials for review. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief response to any material therein. It shall be the responsibility of the employee to see that the file is complete. The provisions of Sections 11.2 through 11.7 of this Agreement shall apply to the contents of the promotion file.

(b) Recommendations for promotion shall include a copy of applicable promotion criteria, the employee's annual assignments and annual evaluations, and, if the employee chooses, the employee's promotion appraisal(s). The reviewers at any stage in the review may request to view the appraisal(s).

(c) If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of their receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. The only documents which may be considered in making a promotion tenure recommendation are those contained or referenced in the promotion tenure file.

(d) Additional procedures for promotion of teaching-and-research faculty:

(1) By April 1 each year, the Provost shall notify all regular faculty members holding the rank of Assistant or Associate Professor that they are eligible to be considered for promotion, and that if they wish to be considered for promotion, they should inform the Provost and the Division chair, in writing, by August 15, submitting names and addresses of possible references at that time. The Provost shall notify the PAC by August 25 which faculty members will be candidates for promotion. Letters soliciting outside references will be sent out by the Division chair no later than the end of the first week of classes.

(2) The compilation and updating of records of service and achievement is the responsibility of the individual faculty member. The record should contain:

a. A current vita.

b. Copies of year-end activity reports written annually (to contain: an updated list of courses and tutorials taught, Independent Study Projects supervised, senior theses supervised, contract advisees, baccalaureate committees served on [with student and AOC], faculty committees served on, and scholarly activities).

c. Copy of initial appointment letter.

d. Assignment of duties letter for each semester.

e. Student teaching evaluations.

f. Annual letters of evaluation from the Division Chair.

g. Copies of PAC reviews.

h. Copies of letters sent to the PAC.

i. Copies of papers and publications clearly identified as in draft, in press, or published including printouts of any web-based publications.

j. Information about community service not otherwise reported.

k. Syllabi and course descriptions.

l. Contracts, contract certifications, and course evaluations (to be provided in a convenient form by

the Registrar's Office).

m. Any other materials relevant to teaching, scholarship and service that the faculty member may deem appropriate, such as letters from students, colleagues or administrators.

n. Any written response or comments the faculty member wishes to provide with regard to any item in the file.

(3) A divisional vote on promotion, using paper ballots employing the double envelope system, shall be conducted in November, but at least one month after the end of the first module. Regular, full-time faculty members other than those in their first year of service are eligible to vote. Faculty members on assigned research or any sort of leave of absence in the semester in which the vote is conducted may abstain from voting if they so choose. An abstention by any other eligible voter is counted as a negative vote. Positive votes on at least two-thirds of the ballots (counting as negative votes abstentions by division members who are neither on assigned research nor leave of absence) shall constitute a positive Divisional recommendation to promote.

Table 14.1  
WEIGHTING PROCEDURE FOR MAKING COMPOSITE RECOMMENDATIONS FOR PROMOTION  
Divisional

Recommendation		PAC Vote		Composite	
Yes	No	Yes	No	Yes	No
0	6				
1	5				
No + 2	4	=	No		
3	3				
4	2				
No + 5					
6	1				
0	=	Yes			
0	6				
Yes + 1	5	=	No		
2	4				
Yes + 3	3	=	Yes		
4	2				
Yes + 5	1	=	Yes		
6	0				

(4) The Chair of the PAC shall communicate the outcome of the divisional vote in writing to the candidate within three working days of its tally. If the candidate fails to receive the necessary two-thirds majority of the divisional vote, he or she shall be given the option of withdrawing the request for promotion. If the division vote is positive or the candidate does not withdraw the request for

promotion, the outcome of the division vote shall be communicated to the PAC. The PAC shall vote on whether to recommend promotion to the Provost. The PAC shall communicate in writing to the Provost and the candidate a composite recommendation determined by the outcomes of the divisional and PAC votes according to table 14.1, below. The recommendation shall be accompanied by the totals of the

divisional and PAC votes.

(5) The Provost shall make a recommendation to the President, accompanied by a written statement of the reasons for the recommendation. The recommendation and all supporting material from the PAC and Provost shall be provided to the candidate, who shall have the opportunity to provide a written response to the President.

(6) If the President's decision does not conform to the Provost's promotion recommendation, a written statement detailing extraordinary circumstances warranting such a decision shall be provided to the Provost, with copies supplied to the candidate and the PAC.

(7) Tiered Associate Professor: Three tiers are designated within the rank of Associate Professor. Promotions from Assistant Professor are to Tier 1 Associate Professor. Promotions to Tier 2 and Tier 3 Associate Professor will be considered at the 7 year review of tenured Associate Professors. Candidates for tier promotion must broadly demonstrate strength at the level of Full Professor in one area (teaching, service, or scholarship/creative work) while sustaining Associate –level performance in the other two areas.

(e) Additional procedures for promotion of Assistant and Associate Program Directors in Counseling and Wellness, Assistant and Associate Program Directors in Writing Instruction, and (working title) Assistant and Associate Professional Specialists. The College shall develop criteria and procedural guidelines for promotion to the ranks of Associate Program Director and Program Director in Counseling and Wellness in consultation with employees in the Counseling and Wellness Center. The College shall develop criteria and procedural guidelines for promotion to the ranks of Associate Program Director and Program Director in Writing Instruction in consultation with employees in the Writing Resource Center. The College shall develop criteria and procedural guidelines for promotion to the ranks of (working title) Associate Professional Specialist and (working title) Professional Specialist in consultation with potentially affected employees. Any subsequent modification of these procedural guidelines shall be subject to collective bargaining. The guidelines for promotion presented by UFF in Fiscal Year 2021-2022, will be accepted by management contingent upon the success of a 2-year pilot program implemented effective July 1, 2022, through June 30, 2024.

### **NCF Proposal (10/22/24)**

#### **14.2 Criteria.**

(a) Promotion decisions shall be a result of meritorious performance of assigned duties. For teaching faculty, decisions shall be based upon established written criteria specified in [Appendix F Sections 4.4 \(“Promotion”\)](#) and 4.12 (“Summary of the Retention, Promotion, Tenure Process”) of the Faculty Handbook; and “Guidelines for Tenure and Promotion, New College of Florida” June 2003. For librarians, decisions shall be based on Guidelines for Promotion of New College of Florida Librarians, which is appended to the Bylaws of the Library Faculty Committee of New College of Florida. All affected employees shall be given a copy of the criteria. Any modification of these criteria shall be subject to collective bargaining.

(b) Promotion criteria shall be available in the division/unit office and/or at the College/unit level.

#### **14.3 Procedures.**

(a) Recommendations for promotion shall begin with the employee's supervisor and shall be submitted to the appropriate officials for review. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief response to any material therein. It shall be the responsibility of the employee to see that the file is complete. The provisions of Sections 11.2 through 11.7 of this Agreement shall apply to the contents of

the promotion file.

(b) Recommendations for promotion shall include a copy of applicable promotion criteria, the employee's annual assignments and annual evaluations, and, if the employee chooses, the employee's promotion appraisal(s). The reviewers at any stage in the review may request to view the appraisal(s).

(c) If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of their receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. The only documents which may be considered in making a promotion ~~tenure~~ recommendation are those contained or referenced in the promotion ~~tenure~~ file.

(d) Additional procedures for promotion of teaching-and-research faculty:

(1) By April 1 each year, the Provost shall notify all regular faculty members holding the rank of Assistant or Associate Professor that they are eligible to be considered for promotion, and that if they wish to be considered for promotion, they should inform the Provost and the Division chair, in writing, by August 15, submitting names and addresses of possible references at that time. The Provost shall notify the PAC by August 25 which faculty members will be candidates for promotion. Letters soliciting outside references will be sent out by the Division chair no later than the end of the first week of classes.

(2) The compilation and updating of records of service and achievement is the responsibility of the individual faculty member. The record should contain:

a. A current vita.

b. Copies of year-end activity reports written annually (to contain: an updated list of courses and tutorials taught, Independent Study Projects supervised, senior theses supervised, contract advisees, baccalaureate committees served on [with student and AOC], faculty committees served on, and scholarly activities).

c. Copy of initial appointment letter.

d. Assignment of duties letter for each semester.

e. Student teaching evaluations.

f. Annual letters of evaluation from the Division Chair.

g. Copies of PAC reviews.

h. Copies of letters sent to the PAC.

i. Copies of papers and publications clearly identified as in draft, in press, or published including printouts of any web-based publications.

j. Information about community service not otherwise reported.

k. Syllabi and course descriptions.

l. Contracts, contract certifications, and course evaluations (to be provided in a convenient form by the Registrar's Office).

m. Any other materials relevant to teaching, scholarship and service that the faculty member may deem appropriate, such as letters from students, colleagues or administrators.

n. Any written response or comments the faculty member wishes to provide with regard to any item in the file.

(3) A divisional vote on promotion, using paper ballots employing the double envelope system, shall be conducted in November, but at least one month after the end of the first module. Regular, full-time faculty members other than those in their first year of service are eligible to vote. Faculty members on assigned research or any sort of leave of absence in the semester in which the vote is



conducted may abstain from voting if they so choose. An abstention by any other eligible voter is counted as a negative vote. Positive votes on at least two-thirds of the ballots (counting as negative votes abstentions by division members who are neither on assigned research nor leave of absence) shall constitute a positive Divisional recommendation to promote.

Table 14.1  
WEIGHTING PROCEDURE FOR MAKING COMPOSITE RECOMMENDATIONS FOR PROMOTION  
Divisional

Recommendation		PAC Vote			
Yes	No	Composite			
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	1	5			
No +	2	4	=	No	
	3	3			
	4	2			
No +	5				
6	1				
0	=	Yes			
	0	6			
Yes +	1	5	=	No	
	2	4			
Yes +	3	3	=	Yes	
	4	2			
Yes +	5	1	=	Yes	
	6	0			

(4) The Chair of the PAC shall communicate the outcome of the divisional vote in writing to the candidate within three working days of its tally. If the candidate fails to receive the necessary two-thirds majority of the divisional vote, he or she shall be given the option of withdrawing the request for promotion. If the division vote is positive or the candidate does not withdraw the request for

promotion, the outcome of the division vote shall be communicated to the PAC. The PAC shall vote on whether to recommend promotion to the Provost. The PAC shall communicate in writing to the Provost and the candidate a composite recommendation determined by the outcomes of the divisional and PAC votes according to table 14.1, below. The recommendation shall be accompanied by the totals of the divisional and PAC votes.

(5) The Provost shall make a recommendation to the President, accompanied by a written statement of the reasons for the recommendation. The recommendation and all supporting material from the PAC and Provost shall be provided to the candidate, who shall have the opportunity to provide a written response to the President.

(6) If the President's decision does not conform to the Provost's promotion recommendation, a written statement detailing extraordinary circumstances warranting such a decision shall be provided to the Provost, with copies supplied to the candidate and the PAC.

(7) Tiered Associate Professor: Three tiers are designated within the rank of Associate Professor. Promotions from Assistant Professor are to Tier 1 Associate Professor. Promotions to Tier 2 and Tier 3 Associate Professor will be considered at the 7 year review of tenured Associate Professors. Candidates

for tier promotion must broadly demonstrate strength at the level of Full Professor in one area (teaching, service, or scholarship/creative work) while sustaining Associate –level performance in the other two areas.

(e) Additional procedures for promotion of Assistant and Associate Program Directors in Counseling and Wellness, Assistant and Associate Program Directors in Writing Instruction, and (working title) Assistant and Associate Professional Specialists. The College shall develop criteria and procedural guidelines for promotion to the ranks of Associate Program Director and Program Director in Counseling and Wellness in consultation with employees in the Counseling and Wellness Center. The College shall develop criteria and procedural guidelines for promotion to the ranks of Associate Program Director and Program Director in Writing Instruction in consultation with employees in the Writing Resource Center. The College shall develop criteria and procedural guidelines for promotion to the ranks of (working title) Associate Professional Specialist and (working title) Professional Specialist in consultation with potentially affected employees. Any subsequent modification of these procedural guidelines shall be subject to collective bargaining. ~~The guidelines for promotion presented by UFF in Fiscal Year 2021-2022, will be accepted by management contingent upon the success of a 2-year pilot program implemented effective July 1, 2022, through June 30, 2024. Such initial guidelines are attached hereto as Appendix I.~~

### **Current Language**

#### 15.2 Tenure Decision.

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

- (a) By the end of six (6) years of service at the College, an employee eligible for tenure shall either be awarded tenure by the Board or given notice that further employment will not be offered. Upon written request by an employee within twenty (20) days of the employee's receipt of such notice, the College shall provide the employee with a written statement of reasons by the President why tenure was not granted.
- (b) Decision by the Board. The Board shall award tenure. This decision shall normally be made at the February Board Meeting but no later than the following meeting. The employee shall be notified in writing by the President within five (5) days of the decision of the Board.
- (c) An employee being considered for tenure prior to the sixth (6) year may withdraw from consideration on or before March 15 without prejudice.

#### **15.3 Criteria for Tenure.**

- (a) The decision to award tenure to an employee shall be a result of meritorious performance and shall be based upon established written criteria specified in Sections 4.5 ("Tenure Procedure"), 4.6 ("Criteria for Retention, Promotion, and Tenure,") and 4.12 ("Summary of the Retention, Promotion, Tenure Process") of the Faculty Handbook, and Guidelines for Tenure and Promotion, New College of Florida June 2003. The decision shall take into account the following:

#### **15.6 Other Considerations.**

- (a) During the period of tenure-earning service, the employee's employment shall be governed by the provisions of Article 12.
- (b) Part-time service of an employee employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of tenure-earning service.
- (c) Where employees are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal application for tenure.
- (d) For shared position, the work of each faculty is assessed separately with reference to the individual's portion of the position and following the tenure guidelines in the current faculty Handbook (2010).

### **NCF Proposal (08/07/24)**

#### 15.2 Tenure Decision.

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

- (a) By the end of six (6) years of service at the College, an employee eligible for tenure shall either

be awarded tenure by the Board or given notice that further employment will not be offered. Upon written request by an employee within twenty (20) days of the employee's receipt of such notice, the College shall provide the employee with a written statement of reasons by the President why tenure was not granted.

(b) Decision by the Board. The Board shall determine whether to award tenure. This decision shall normally be made at the February Board Meeting but no later than the following meeting. The employee shall be notified in writing by the President within five (5) business days of the decision of the Board.

(c) An employee being considered for tenure prior to the sixth (6) year may withdraw from consideration on or before March 15 without prejudice.

### **15.3 Criteria for Tenure.**

(a) The decision to award tenure to an employee shall be a result of meritorious performance and shall be based upon established written criteria specified in this Article 15 and in the Sections 4.5 (“Tenure Procedure”), 4.6 (“Criteria for Retention, Promotion, and Tenure,”) and 4.12 (“Summary of the Retention, Promotion, Tenure Process”) of the Faculty Handbook, and Guidelines for Tenure and Promotion, New College of Florida June 2003. The decision shall take into account the following:

### **15.6 Other Considerations.**

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

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

(d) For shared position, the work of each faculty is assessed separately with reference to the individual's portion of the position and following the tenure guidelines set forth in Appendix F in the current faculty Handbook (2010).

## **NCF Proposal (10/22/24)**

### **15.2 Tenure Decision.**

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

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

(b) Decision by the Board. The Board shall determine whether to award tenure. This decision shall normally be made at the February Board Meeting but no later than the following meeting. The employee shall be notified in writing by the President within five (5) business days of the decision of the Board.

(c) An employee being considered for tenure prior to the sixth (6) year may withdraw from consideration on or before March 15 without prejudice.

### **15.3 Criteria for Tenure.**

(a) The decision to award tenure to an employee shall be a result of meritorious performance and shall be based upon established written criteria specified in this Article 15 and in the Sections 4.5 (“Tenure Procedure”), 4.6 (“Criteria for Retention, Promotion, and Tenure,”) and 4.12 (“Summary of the Retention, Promotion, Tenure Process”) of the Faculty Handbook, and Guidelines for Tenure and Promotion, New College of Florida – attached hereto as Appendix F June 2003. The decision shall take into account the following:

### **15.6 Other Considerations.**

- (a) During the period of tenure-earning service, the employee's employment shall be governed by the provisions of Article 12.
- (b) Part-time service of an employee employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of tenure-earning service.
- (c) Where employees are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal application for tenure.
- (d) For shared position, the work of each faculty is assessed separately with reference to the individual's portion of the position and following the tenure guidelines set forth in Appendix F in the current faculty Handbook (2010).

## **Current Language**

### **16.3 Progressive Discipline.**

Both parties endorse the principle of progressive discipline as applied to professionals. Progressive discipline begins with the First Written Oral Reprimand.

### **16.5 Notice of Intent.**

When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative shall provide the employee with a written notice of the proposed action, the reasons therefore, and the opportunity for a Predetermination Conference to be held within ten (10) working days of the Notice of Intent. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Section 16.7. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall be removed from the employee's evaluation file.

## **NCF Proposal (08/07/24)**

### **16.3 Progressive Discipline.**

Both parties endorse the principle of progressive discipline as applied to professionals. ~~Progressive discipline begins with the First Written Oral Reprimand.~~

### **16.5 Notice of Intent.**

When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative shall provide the employee with a written notice of the proposed action, the reasons therefore, ~~and the opportunity for a Predetermination Conference to be held within ten (10) working days of the Notice of Intent.~~ Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Section 16.7. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall be removed from the employee's evaluation file.

## **Current Language**

### **20.3 Definitions and Forms.**

As used herein:

(a) The term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

(b) The term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). The UFF may file a grievance in a dispute over a provision of this Agreement which confers rights upon the UFF. A grievance filed by NCUFF which alleges a violation of its rights by the College shall be initiated at Step 1. The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E" may be attached, bearing the signatures of the grievants.

### **20.8 Formal Grievance Procedure.**

#### **(a) Filing.**

(1) A grievance shall be filed with the Chief Human Resources Officer at Step 1 within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The thirty-day period shall be determined by the date the grievance is received by the Chief Human Resources Officer, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the grievance, the Chief Human Resources Officer shall issue the grievant a written acknowledgement that it received the grievance and the date of actual receipt or postmark as appropriate. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.

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

(3) The filing of a grievance constitutes a waiver of any rights to judicial or administrative review of action by the College pursuant to Chapter 120, Florida Statutes or to the review of such actions under College procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of this Agreement identified at the initial filing may be considered at subsequent steps.

(b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the College and the UFF. Upon failure of the College to provide a decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

#### **(c) Postponement.**

(1) The grievant may, in the written grievance at Step 1, request the postponement of any action in

processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall

be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance. Upon request, the Step 1 reviewer shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the President that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

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

(d) Step 1.

(1) Meeting. The Step 1 reviewer or representative and the grievant and the grievant's representative shall meet no sooner than seven (7) and no later than fifteen (15) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Step 1 reviewer or representative, shall discuss the grievance.

(2) Decision. The Step 1 reviewer or representative shall issue a written decision, stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 1 representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the NCUFF if grievant elected self-representation or representation by legal counsel.

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

(e) Step 2.

(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Chief Human Resources Officer within thirty (30) days following receipt of the Step 1 decision by the grievant or grievant's Step 1 representative. The thirty-day period shall be determined by the date the request for review is received by Chief Human Resources Officer, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the request for review, the Chief Human Resources Officer shall issue the grievant and the grievant's representative a written acknowledgement that it received the request for review and the date of actual receipt or postmark as



appropriate. The President, and the grievant and/or representative of the grievant shall meet for the purpose of reviewing the matter no later than thirty (30) days following receipt of the request for review.

(2) Decision. The President shall issue a written decision stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 2 representative (if grievant is represented by UFF, the decision will be sent to the UFF State Office and NCUFF within thirty (30) days following the conclusion of the review meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF State Office and NCUFF if the grievant elected self-representation or representation by legal counsel.

(f) Step 3 Arbitration.

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with the office of the President or representative within thirty (30) days after receipt of the Step 2 decision by grievant or grievant Step 2 representative (or the UFF State Office, if the grievant is represented by UFF) and shall be signed by the grievant and the UFF President or UFF Director of Arbitrations. The thirty-day period shall be determined by the date the notice of intent to arbitrate is received by the office receiving the notice of intent, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the notice of intent, the office receiving the notice of intent shall issue the grievant and the grievant Step 2 representative a written acknowledgement that it received the notice of intent and the date of actual receipt or postmark as appropriate. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability

pursuant to Section 20.8(f) (4).

(2) Selection of Arbitrator. Representatives of the College and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of three (3) or more members. Within fourteen

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

(3) Authority of the Arbitrator:

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

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

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

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

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

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

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

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

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

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case

may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially

filed in accordance with this Article.

### **NCF Proposal (08/07/24)**

#### **20.3 Definitions and Forms.**

As used herein:

(a) The term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

(b) The term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). The NCUFF may file a grievance in a dispute over a provision of this Agreement which confers rights upon the NCUFF (a "Chapter Grievance"). A Chapter Grievance grievance filed by NCUFF ~~which alleges a violation of its rights by the College~~ shall be initiated at Step 1. The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E" may be attached, bearing the signatures of the grievants.

#### **20.8 Formal Grievance Procedure.**

(a) Filing.

(1) A grievance shall be filed with the Chief Human Resources Officer at Step 1 within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The thirty-day period shall be determined by the date the grievance is received by the Chief Human Resources Officer, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the grievance, the Chief Human Resources Officer shall issue the grievant a written acknowledgement that it received the grievance and the date of actual receipt or postmark as appropriate. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.

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

(3) The filing of a grievance constitutes a waiver of any rights to judicial or administrative review of action by the College pursuant to Chapter 120, Florida Statutes or to the review of such actions under College procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of this Agreement identified at the initial filing may be considered at subsequent steps.

(b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the College and the NCUFF. Upon failure of the College to provide a decision within the time limits provided in this Article, the grievant or the NCUFF, where appropriate, may appeal to the next step.

Upon the failure of the grievant or the **NCUFF**, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

(c) Postponement.

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

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

(d) Step 1.

(1) Meeting. The Step 1 reviewer or representative and the grievant and the grievant's representative shall meet no sooner than seven (7) and no later than fifteen (15) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the **NCUFF** representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Step 1 reviewer or representative, shall discuss the grievance.

(2) Decision. The Step 1 reviewer or representative shall issue a written decision, stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 1 representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the **NCUFF** if grievant elected self-representation or representation by legal counsel.

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

(e) Step 2.

(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Chief Human Resources Officer within thirty (30) days following receipt of the

Step 1 decision by the grievant or grievant's Step 1 representative. The thirty-day period shall be determined by the date the request for review is received by Chief Human Resources Officer, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the request for review, the Chief Human Resources Officer shall issue the grievant and the grievant's representative a written acknowledgement that it received the request for review and the date of actual receipt or postmark as appropriate. The President, and the grievant and/or representative of the grievant shall meet for the purpose of reviewing the matter no later than thirty (30) days following receipt of the request for review.

(2) Decision. The President shall issue a written decision stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 2 representative (if grievant is represented by **NCUFF**, the decision will be sent to the UFF State Office and **NCUFF** within thirty (30) days following the conclusion of the review meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, the **NCUFF** may proceed to Step 3 to the extent provided in Section 20.8(f) below if the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF State Office and **NCUFF** if the grievant elected self-representation or representation by legal counsel.

(f) Step 3 Arbitration.

(1) Filing. The Step 3 Arbitration provisions shall apply solely to Chapter Grievances. If the **Chapter Grievance grievance** has not been satisfactorily resolved at Step 2, the **NCUFF** may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with the office of the President or representative within thirty (30) days after receipt of the Step 2 decision by grievant or grievant Step 2 representative (or the UFF State Office, if the grievant is represented by **NCUFF**) and shall be signed by the grievant and the UFF President or of UFF Director of Arbitrations. The thirty-day period shall be determined by the date the notice of intent to arbitrate is received by the office receiving the notice of intent, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the notice of intent, the office receiving the notice of intent shall issue the grievant and the grievant Step 2 representative a written acknowledgement that it received the notice of intent and the date of actual receipt or postmark as appropriate. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability

pursuant to Section 20.8(f) (4).

(2) Selection of Arbitrator. Representatives of the College and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of three (3) or more members. Within fourteen

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

(3) Authority of the Arbitrator:

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

b. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that this Agreement has been violated, the arbitrator shall direct the College to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the College, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the College to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

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

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

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

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

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

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

proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.

### **NCF Proposal (10/22/24)**

#### **20.3 Definitions and Forms.**

As used herein:

(a) The term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

(b) The term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s). The UFF may file a grievance in a dispute over a provision of this Agreement which confers rights upon the UFF. A grievance filed by ~~UFF NCUFF~~ which alleges a violation of its rights by the College shall be initiated at Step 1. The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E" may be attached, bearing the signatures of the grievants.

#### **20.8 Formal Grievance Procedure.**

(a) Filing.

(1) A grievance shall be filed with the Chief Human Resources Officer at Step 1 within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The thirty-day period shall be determined by the date the grievance is received by the Chief Human Resources Officer, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the grievance, the Chief Human Resources Officer shall issue the grievant a written acknowledgement that it received the grievance and the date of actual receipt or postmark as appropriate. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.

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

(3) The filing of a grievance constitutes a waiver of any rights to judicial or administrative review of action by the College pursuant to Chapter 120, Florida Statutes or to the review of such actions under College procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of this Agreement identified at the initial filing may be considered at subsequent steps.

(b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the College and the NCUFF. Upon failure of the College to provide a decision within the time limits provided in this Article, the grievant or the NCUFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the NCUFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

(c) Postponement.

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

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

(d) Step 1.

(1) Meeting. The Step 1 reviewer or representative and the grievant and the grievant's representative shall meet no sooner than seven (7) and no later than fifteen (15) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the NCUFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Step 1 reviewer or representative, shall discuss the grievance.

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

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



(e) Step 2.

(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Chief Human Resources Officer within thirty (30) days following receipt of the Step 1 decision by the grievant or grievant's Step 1 representative. The thirty-day period shall be determined by the date the request for review is received by Chief Human Resources Officer, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the request for review, the Chief Human Resources Officer shall issue the grievant and the grievant's representative a written acknowledgement that it received the request for review and the date of actual receipt or postmark as appropriate. The President, and the grievant and/or representative of the grievant shall meet for the purpose of reviewing the matter no later than thirty (30) days following receipt of the request for review.

(2) Decision. The President shall issue a written decision stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 2 representative (if grievant is represented by UFF, the decision will be sent to the UFF State Office and NCUFF within thirty (30) days following the conclusion of the review meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 to the extent provided in Section 20.8(f) below if the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF State Office and UFF NCUFF if the grievant elected self-representation or representation by legal counsel.

(f) Step 3 Arbitration.

(1) Filing. The Step 3 Arbitration provisions do not apply to personnel actions or decisions regarding faculty, including the areas of evaluations, promotions, tenure, discipline, or terminations pursuant to s. 1001.741, Florida Statutes. Such actions or decisions will have as their terminal step a final agency disposition, which must be issued in writing to the employee. The parties acknowledge that the limitation of arbitration is currently subject to a constitutional challenge and should that or any court of competent jurisdiction overturn the arbitration ban in s. 1001.741, Florida Statutes, the language automatically reverts to the language in the previous contract. In the event a court of competent jurisdiction otherwise alters the arbitration ban in s. 1001.741, Florida Statutes, the parties shall within thirty (30) days enter into negotiations for a process that complies with applicable law. Except as provided above, if the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with the office of the President or representative within thirty (30) days after receipt of the Step 2 decision by grievant or grievant Step 2 representative (or the UFF State Office, if the grievant is represented by UFF) and shall be signed by the grievant and the UFF President or ~~of~~ UFF Director of Arbitrations. The thirty-day period shall be determined by the date the notice of intent to arbitrate is received by the office receiving the notice of intent, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the notice of intent, the office receiving the notice of intent shall issue the grievant and the grievant Step 2 representative a written acknowledgement that it received the notice of intent and the date of actual receipt or postmark as appropriate. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f) (4).

(2) Selection of Arbitrator. Representatives of the College and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of three (3) or more members. Within fourteen

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

(3) Authority of the Arbitrator:

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

b. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that this Agreement has been violated, the arbitrator shall direct the College to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the College, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the College to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

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

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

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

(6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the

College, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to this Agreement and Section 682.13, Florida Statutes.

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

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

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.

### **Current Language**

#### 22.3 Research Assignments.

(a) Policy. Sabbatical/research assignments for professional development are to be made available to employees who meet the requirements set forth below. Such sabbatical/research assignments are granted to increase an employee's value to the College through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

(b) Research Assignments. Eligibility, application, and selection shall follow the procedures specified in Section 4.7 ("Policies on Assigned Research ") in the Faculty Handbook.

### **NCF Proposal (10/22/24)**

#### 22.3 Research Assignments.

(a) Policy. Sabbatical/research assignments for professional development are to be made available to employees who meet the requirements set forth below. Such sabbatical/research assignments are granted to increase an employee's value to the College through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

(b) Research Assignments. Eligibility, application, and selection shall follow the procedures as set forth in Appendix J specified in Section 4.7 ("Policies on Assigned Research ") in the Faculty Handbook.

## **Current Language**

No current language for Academic Year 2023-2024

## **UFF Proposal (04/18/24)**

Academic Year 2023-2024

### Base Salary Increase

1. Each eligible employee shall receive a 7.0% increase to base salary effective July 9, 2023. Increases and any applicable retroactive pay will be reflected in the first June 2024 paycheck.

2. To receive the base salary increase authorized by this section, the employee must have been an eligible employee before July 1, 2023, and must be continuously employed through May 2024.

3. Eligible employees must have received a satisfactory or better annual evaluation for Academic Year 2022-23. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.

## **NCF Proposal (06/25/24)**

Academic Year 2023-2024

### Base Salary Increase or Lump Sum Bonus

1. Each eligible employee shall receive an increase to base salary effective July 9, 2023, as detailed below. Increases will be reflected in the paycheck dated August 23, 2024. Any applicable retroactive pay will be calculated and paid no later than the paycheck dated September 20, 2024.

- Eligible employees making less than \$100,000.00 shall receive a 3.0% increase to base salary.
- Eligible employees making \$100,000.00 or more shall receive a lump sum amount of \$3,000 added to the employee's base salary on the paycheck dated September 20, 2024.

2. To receive the base salary increase authorized by this section, the employee must have been an eligible employee before July 1, 2023, and must be continuously employed by the College through August 17, 2024.

3. Eligible employees must have received a satisfactory or better annual evaluation for Academic Year 2022-23. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.

4. Any bargaining unit member that during the period July 1, 2023, through June 30, 2024, received an increase due to change in assignment, promotion, reclassification, or other employment action is not eligible for the base salary increase.

## **UFF Counter Proposal (06/25/24)**

Academic Year 2023-2024

### Base Salary Increase or Lump Sum Bonus

1. Each eligible employee shall receive an increase to base salary effective July 9, 2023, as detailed below. Increases will be reflected in the paycheck dated August 23, 2024. Any applicable retroactive pay will be calculated and paid no later than the paycheck dated September 20, 2024.

- Eligible employees making less than \$100,000.00 shall receive a 5.0% increase to base salary.
- Eligible employees making \$100,000.00 or more shall receive a lump sum amount of \$5,000 added to the employee's base salary on the paycheck dated September 20, 2024.

2. To receive the base salary increase authorized by this section, the employee must have been an eligible employee before July 1, 2023, and must be continuously employed by the College through August 17, 2024.

3. Eligible employees must have received a satisfactory or better annual evaluation for Academic Year 2022-23. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.

4. Any bargaining unit member that during the period July 1, 2023, through June 30, 2024, received an increase due to change in assignment, promotion, reclassification, or other employment action is not eligible for the base salary increase.

### **NCF Counter Proposal (07/16/24)**

#### Academic Year 2023-2024

##### Base Salary Increase

1. Each eligible employee shall receive a 5.0% increase to base salary effective July 9, 2023, as detailed below. Increases will be reflected in the paycheck dated August 23, 2024. Any applicable retroactive pay will be calculated and paid no later than the paycheck dated September 20, 2024.

2. To receive the base salary increase authorized by this section, the employee must have been an eligible employee before July 1, 2023, and must be continuously employed by the College through August 17, 2024.

3. Eligible employees must have received a satisfactory or better annual evaluation for Academic Year 2022-23. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.

4. Any bargaining unit member that during the period July 1, 2023, through June 30, 2024, received an increase due to change in assignment, promotion, reclassification, or other employment action is not eligible for the base salary increase.

##### Overload Teaching Assignment Compensation

Effective Academic Year 2024-2025, overload teaching appointments will be compensated at \$10,000 per semester for Fall and Spring terms unless otherwise negotiated by the employee with administration. Market differences based on discipline and critical need for the class will be considered when determining the compensation level for each term. The Provost has the final approval of the compensation for overload teaching appointments.

## **NCF Counter Proposal (08/07/24)**

### Academic Year 2023-2024

#### Base Salary Increase

1. Each eligible employee shall receive a 5.0% increase to base salary (up to a maximum of \$5,000.00) effective July 9, 2023, as detailed below. Increases will be reflected in the paycheck dated August 23, 2024. Any applicable retroactive pay will be calculated and paid no later than the paycheck dated September 20, 2024.
2. To receive the base salary increase authorized by this section, the employee must have been an eligible employee before July 1, 2023, and must be continuously employed by the College through August 17, 2024.
3. Eligible employees must have received a satisfactory or better annual evaluation for Academic Year 2022-23. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.
4. Any bargaining unit member that during the period July 1, 2023, through June 30, 2024, received an increase due to change in assignment, promotion, reclassification, or other employment action is not eligible for the base salary increase.

#### Overload Teaching Assignment Compensation

Effective Academic Year 2024-2025, overload teaching appointments will be compensated at \$10,000 per semester for Fall and Spring terms unless otherwise negotiated by the employee with administration. Market differences based on discipline and critical need for the class will be considered when determining the compensation level for each term. The Provost has the final approval of the compensation for overload teaching appointments.

## **NCF Counter Proposal (10/22/24)**

### Academic Year 2023-2024

#### Base Salary Increase

1. Each eligible employee shall receive a 5.0% increase to base salary (up to a maximum of \$5,000.00) effective July 9, 2023, as detailed below. Increases will be reflected no later than in the paycheck on the second full pay period after the Board of Trustees approves the changes to the Agreement. Any applicable retroactive pay will be calculated and paid no later than the fourth full pay period after the Board of Trustees approves the changes to the Agreement.
2. To receive the base salary increase authorized by this section, the employee must have been an eligible employee before July 1, 2023, and must be continuously employed by the College through the end of the pay period in which the Board of Trustees approves the changes to the Agreement.
3. Eligible employees must have received a satisfactory or better annual evaluation for Academic Year 2022-23. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.

4. Any bargaining unit member that during the period July 1, 2023, through June 30, 2024, received a special pay increase due to change in assignment, reclassification or other employment action is not eligible for the base salary increase.

#### Overload Teaching Assignment Compensation

Overload teaching is generally undesirable, and the administration and faculty will work together to strive to meet instructional needs without requiring overloads.

If the faculty member, divisional chair, and provost agree that it is in the interest of the College to offer an overload course in exceptional circumstances, the faculty member will receive \$10,000 additional salary to teach such a course.



## Current Language

### **24.9 Domestic Partner Benefits.**

The College has implemented a Domestic Partner Health Benefits Stipend program for members of the bargaining unit effective at the beginning of the 2007-2008 academic year. The Domestic Partner Health Benefits Stipend Program shall be designed to provide a stipend to offset the cost of individual health care coverage for the domestic partner of an employee of the College. The program shall incorporate the following features:

- (a) The Domestic Partner Health Benefits Stipend Program shall be administered by the Human Resource Department of the College and funded by the New College of Florida Foundation.
- (b) The criteria and requirements for eligibility for the program can be found in the Domestic Health Insurance Stipend Policy on the Human Resource website (HR form 061C – 3/18/2010).
- (c) All forms needed for application for the Domestic Partner Health Benefits Stipend Program can be found on the Human Resource website (Forms, Policies and Procedures, Domestic Partner Health Insurance Benefit Policy and Forms) as follows:
  - 1. HR Form 060-Domestic Partner Insurance Stipend Certification Checklist
  - 2. HR Form 061-Affidavit of Domestic Partner
  - 3. HR Form 061a-Domestic Partner Termination

### **24.10 Child Care Support.**

Acting in concert with the New College Child Center, Inc., a corporation not for profit, the College shall support the operation of a child care center on the campus of the College for the benefit of employees and members of the community. Support from New College and the New College Foundation, Inc. includes providing a facility on the campus of New College and providing maintenance and other services as fully outlined in a Memorandum of Understanding between New College and the New College Child Center, Inc.

## NCF Proposal (08/07/24)

### ~~24.9 Domestic Partner Benefits. Intentionally Omitted~~

~~The College has implemented a Domestic Partner Health Benefits Stipend program for members of the bargaining unit effective at the beginning of the 2007-2008 academic year. The Domestic Partner Health Benefits Stipend Program shall be designed to provide a stipend to offset the cost of individual health care coverage for the domestic partner of an employee of the College. The program shall incorporate the following features:~~

- ~~(a) The Domestic Partner Health Benefits Stipend Program shall be administered by the Human Resource Department of the College and funded by the New College of Florida Foundation.~~
- ~~(b) The criteria and requirements for eligibility for the program can be found in the Domestic Health Insurance Stipend Policy on the Human Resource website (HR form 061C – 3/18/2010).~~
- ~~(c) All forms needed for application for the Domestic Partner Health Benefits Stipend Program can~~

~~be found on the Human Resource website (Forms, Policies and Procedures, Domestic Partner Health Insurance Benefit Policy and Forms) as follows:~~

- ~~1. HR Form 060 Domestic Partner Insurance Stipend Certification Checklist~~
- ~~2. HR Form 061 Affidavit of Domestic Partner~~
- ~~3. HR Form 061a Domestic Partner Termination~~

#### ~~24.10 Child Care Support. Intentionally Omitted~~

~~Acting in concert with the New College Child Center, Inc., a corporation not for profit, the College shall support the operation of a child care center on the campus of the College for the benefit of employees and members of the community. Support from New College and the New College Foundation, Inc. includes providing a facility on the campus of New College and providing maintenance and other services as fully outlined in a Memorandum of Understanding between New College and the New College Child Center, Inc.~~

#### **NCF Proposal (10/22/24)**

#### ~~24.9 Domestic Partner Benefits. Intentionally Omitted~~

~~The College has implemented a Domestic Partner Health Benefits Stipend program for members of the bargaining unit effective at the beginning of the 2007-2008 academic year. The Domestic Partner Health Benefits Stipend Program shall be designed to provide a stipend to offset the cost of individual health care coverage for the domestic partner of an employee of the College. The program shall incorporate the following features:~~

~~(a) The Domestic Partner Health Benefits Stipend Program shall be administered by the Human Resource Department of the College and funded by the New College of Florida Foundation.~~

~~(b) The criteria and requirements for eligibility for the program can be found in the Domestic Health Insurance Stipend Policy on the Human Resource website (HR form 061C — 3/18/2010).~~

~~(c) All forms needed for application for the Domestic Partner Health Benefits Stipend Program can be found on the Human Resource website (Forms, Policies and Procedures, Domestic Partner Health Insurance Benefit Policy and Forms) as follows:~~

- ~~1. HR Form 060 Domestic Partner Insurance Stipend Certification Checklist~~
- ~~2. HR Form 061 Affidavit of Domestic Partner~~
- ~~3. HR Form 061a Domestic Partner Termination~~

#### **24.10 Child Care Support.**

The College is deeply committed to the support of parents with children aged 0-6, and will operate or cause to be operated a child care center by the current provider on or near the campus of the College for the benefit of employees and members of the community at least until June 30, 2025. Thereafter, the College may in its discretion operate or cause to be operated a child care center on or near the campus of the College for the benefit of employees and members of the community.

~~Acting in concert with the New College Child Center, Inc., a corporation not for profit, the College shall~~

~~support the operation of a child care center on the campus of the College for the benefit of employees and members of the community. Support from New College and the New College Foundation, Inc. includes providing a facility on the campus of New College and providing maintenance and other services as fully outlined in a Memorandum of Understanding between New College and the New College Child Center, Inc.~~

**Current Language**

30.1 Effective Date.

This Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 2024.

- a. Renegotiations for this Agreement term July 1, 2021 (2022, 2023 respectively) through June 30, 2022 (2023, 2024 respectively), shall begin no later than October 1, 2021 (2022, 2023) respectively, and shall include Articles 23 and 24 and up to three additional articles to be chosen by each party.
- b. The parties may agree to include other subjects in their renegotiations.

**NCF Proposal (10/22/24)**

30.1 Effective Date.

This Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, ~~2027~~ 2024.

- a. Renegotiations for this Agreement term July 1, ~~2024~~ 2024 (~~2025, 2026~~ ~~2022, 2023~~ respectively) through June 30, ~~2025~~ 2022 (~~2026, 2027~~ ~~2023, 2024~~ respectively), shall begin no later than October 1, ~~2024~~ 2024 (~~2025, 2026~~ ~~2022, 2023~~) respectively, and shall include Articles 23 and 24 and up to three additional articles to be chosen by each party.
- b. The parties may agree to include other subjects in their renegotiations.

**Current Language**

No current language.

**NCF Proposal (10/22/24)**

Article 32 Housekeeping

NCF proposes to correct miscellaneous typographical, punctuation, and grammatical errors; to update the designation of NCUFF; to update titles including Chief Human Resources Officer; and substitute “the employee” or “their” (or equivalent) for “his/her” (words appear about 8 times in current contract).

## **Current Language**

No current language.

## **NCF Proposal (10/22/24)**

### **GUIDELINES FOR TENURE AND PROMOTION NEW COLLEGE OF FLORIDA**

This document presents guidelines for the tenure and promotion process in a manner consistent with the policies and procedures of New College of Florida, Florida statutes, the Florida Department of Education and the Florida Board of Governors.

#### **TENURE**

In order for the College to perform its functions effectively, it is essential that faculty members feel free to express new ideas and divergent viewpoints in their teaching and research. In the process of teaching and research, there must be freedom to question and challenge accepted "truths." A college must create an atmosphere that encourages faculty members to develop and share different ideas and divergent views and to make inquiries unbounded by present norms. Tenure contributes significantly to the creation of such an atmosphere.

#### **NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES POLICY**

Faculty tenure shall be administered consistent with the following provisions:

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

Tenure is awarded upon demonstration of highly competent performance. Tenure criteria shall address the areas of teaching; research and other scholarly activities; and service to the public, the discipline, and the college, including those professional responsibilities consistent with faculty status. These criteria shall take into account the mission and needs of the institution and shall place appropriate emphasis upon teaching and teaching-related scholarship. In this regard, the institution shall ensure that teaching is evaluated broadly, including assessments by peers and students, and that teaching performance is prominently considered in the award of tenure.

Tenure shall be held as ranked faculty in an academic division and shall not extend to administrative appointments.

#### **COLLEGE CRITERIA**

New College of Florida's College-wide guidelines on tenure and promotion state:

The College has established minimum criteria for tenure and promotion as follows. Tenure and promotion in the professorial ranks will be granted only to persons of significant achievement, especially in teaching, research/creative activity and service. As a minimum standard for tenure and/or promotion, there must be evidence of strong performance in both teaching and scholarship and outstanding achievement in at least one of these areas. Public and professional service also receives significant emphasis.

Revised June 2003

## Evaluation for Tenure

Evaluation for tenure involves three components: teaching (including advising) or comparable activity appropriate to the unit; research/creative work; and service to the College, profession, and the community. In addition, collegiality and participation as a citizen of the College are an integral part of faculty performance. Because the decision projects lifetime performance from the first few years of a faculty member's career, tenure must be awarded only as a result of careful assessment over a period of time sufficient to judge the faculty member's documented accomplishments, ability, and probable future productivity. A judgment must be made that the faculty member's record represents a pattern indicative of a lifetime of continued accomplishment and productivity. The probationary period stipulated by the BOR-NCUFF Collective Bargaining Agreement will be utilized.

Teaching. The first step in the tenure decision process is an evaluation of effectiveness in teaching (or comparable activity appropriate for the unit). A record of effectiveness in teaching consistent with the College guidelines must be established. Unless a determination is made that the candidate is an effective teacher, tenure will not be granted. Thus, it is vital that substantial and diverse information concerning teaching effectiveness be available as part of the tenure application.

Effective teaching requires a thorough knowledge of the subject, the ability to present material in a clear fashion, and the ability to work with, motivate, and serve as a positive role model for students. Like research/creative work, it is best judged by a peer review process, although it is essential that appropriate evaluative review by the chair and provost also be included. The peer review process may take many forms, for example: consideration of student evaluations of teaching; class visitations; examination of syllabi, course handouts, examinations and other course materials; examination of samples of student work, including abstracts of directed theses; critiques of public lectures; and reviews of teaching-related books and articles. The teaching evaluation record must speak to the manner in which sought data have been examined.

Teaching of the highest quality is given top priority at New College in any assessment of a faculty member's overall performance.

All teachers are expected to be:

Academically demanding in their classes and tutorials, as well as in whatever Independent Study Projects, Independent Term Projects, or Senior Projects they may sponsor.

Fully prepared, well organized, informative and intellectually stimulating in their teaching.

Open to trying new teaching techniques.

Most conscientious and speedy in their evaluations and discussions of assigned student work during the term.

Prompt in their official evaluations of student work at the end of the term;

Willing, outside of class, to discuss the special academic interests and problems which students may want to discuss with them.

Accessible, helpful, and responsible academic advisors to their advisees.

## 2. Methods of Evaluation:

Evidence for teaching will include both quantitative and qualitative information for the period under review. Quantitative data will include the numbers of students enrolled in regular courses, tutorials, and ISPs; sponsorship of student contracts; and thesis sponsorship and service on baccalaureate committees.

Qualitative material will include course syllabi, student course evaluations, narrative evaluations of students, contracts, and contract certifications, as well as letters from students, alumnae/i, and colleagues, and other materials listed below:

- a. Student evaluations—by both current and previously enrolled students.
- b. Peer evaluations; Administrative evaluations.
- c. Course materials such as syllabi; Other material may be included at the candidate's discretion.
- d. Contracts, contract certifications, and course evaluations (to be provided in a convenient form by the Registrar's Office).

The numbering of the above criteria and methods of evaluation does not fix the order of their relative importance.

Research/Creative Work. The purpose of research and creative activity at New College is to make a substantive contribution to the body of knowledge and understanding in one's discipline. For tenure to be granted, a faculty member must have established an original, coherent and meaningful program of research/creative activity, which is adding substantively to the body of knowledge within the discipline, and through which the faculty member is expected to make a continuing contribution throughout his or her career. A short period of intensive research/creative activity in the years immediately preceding tenure consideration is not an acceptable substitute for a continuous and progressive record. The peer review process is the best means of judging significance and contribution of the candidate's research/creative work. Evaluation should take into account such information as reviews of books and articles, criticism of creative work, reviews of grant applications, citations of the candidate's work, and the quality of refereed journals and presses by which the candidate's work is published. Objective peer review of the candidate's work by scholars external to the College is required. In addition, evaluative review by the candidate's division chair and provost is required. The contribution of a candidate for tenure must be judged against the national standards in the discipline, focusing on the significance of the work and the quality of the contribution made, rather than on the quantity of publications. (See following sections regarding process for securing input from external reviewers.)

To assure scholarly growth, faculty are under special obligation to improve their mastery of their disciplines and to keep up with new trends and developments in their fields. It is understood that faculty should incorporate their new findings in their teaching as appropriate. The purpose of scholarly or creative activity at New College is to make a substantive contribution to the body of knowledge and understanding in one's field. For tenure to be granted, a faculty member is expected to establish an original, coherent, and meaningful program of research/creative activity that adds substantively to the body of knowledge or practice within that field.

The list below, while not exhaustive, includes many common forms of scholarly and professional activities for consideration when faculty are being reviewed for tenure and/or promotion. Faculty members are expected to justify, in their written statements submitted to the PAC, the reasons that their work should be factored in evaluation of their scholarship when not immediately obvious. Whereas the faculty recognize that peer-reviewed work is the most important evidence of a record of scholarship, other scholarly contributions can add to one's record.

Evaluation of scholarly and professional contributions should take into account the following. This list is not exclusive.

#### Published Work

Publication of books (monographs, edited volumes, textbooks, etc.)

Publication of articles in refereed journals

Invited articles in journals or anthologies and chapters in edited volumes

Pedagogical publications (peer-reviewed or not, print or new media, monograph or collaborative, etc.)

Editions or translations (of primary texts or resources, etc.)



Technical reports

Publication in non-refereed journals

Book reviews of scholarly or professional works in professional publications

Publication of creative works such as novels, short stories, poetry, dramatic works, musical compositions, etc.

Criticism of creative work

Citation of candidate's work as it pertains to the work's significance to the field

## 2. Presentations and Lectures

Campus or community lectures, performances or art exhibitions

Refereed or invited papers and posters presented at professional meetings

Participation in professional seminars or symposia

Attendance at professional meetings and official duties in professional organizations

Invited lectures or presentations at other institutions

Public research presentations for a general audience

## 3. Performances and Public Exhibitions

Professional performances in the performing arts

Exhibition of works of art such as paintings, drawings, sculpture, etc. in  
juried shows or selective galleries

## 4. Professional Activities Demanding Expertise

Pursuit, receipt, and fulfillment of grants, scholarships, and fellowships

Service as a referee on grants, books, and articles

Service for professional conferences (reviewing proposals, hosting and  
organizing, etc.)

## 5. Professional Development

Development of new areas or levels of academic competence

Continuing education through workshops and short courses

## 6. Public-Facing Scholarship:

Articles, opinion pieces, or interviews in public media that are related to professional standing and expertise

Creation or hosting of public-facing symposia, lecture series, or creative work, related to scholarly expertise, in collaborations with community organizations

Intellectual, artistic, critical, and historical work in one's area of scholarly expertise that contributes to public debates and/or produces a public good

Serving on external boards or foundations related to scholarly expertise and/or representing the college or higher education.

The ordering of the above activities does not fix the order of their relative importance. Electronic and online publications will be treated, in accordance with the conventions of the field, as equivalent to similar types of print editions or sited exhibitions/performances.

Guidelines in Assessing Significance: The peer review process is the best means of judging significance and contribution of the candidate's scholarly/professional work. A strong tenure and/or promotion file will in most cases include some peer-reviewed or juried work. The quality of refereed journals and presses by which the candidates' work is published may be considered. Objective peer review of the candidate's work by scholars external to the College is required. In addition, evaluative review by the candidate's Division Chair and Provost is required. The contribution of a candidate for tenure must be judged against the national standards in the discipline, focusing on the significance of the work and the quality of the contribution made, rather than on the quantity of publications, performances, or exhibitions.

Service. The third component to be evaluated includes service to both the College and the external community. In addition to listing administrative and other professional services to the College, an evaluation of the extent and quality of the services rendered should be included. External community service may include work for professional organizations and community, state and federal agencies. It must relate to the basic mission of the College and capitalize on the faculty member's special professional expertise; the normal service activities associated with good citizenship are not usually evaluated as part of the tenure and promotion process. Because of the diverse missions of different units and variations in the extent and character of their interaction with external groups, general standards of "external service" are difficult to formulate. However, colleagues and administrators in the field should be able to make and support a judgment about the appropriateness and value of the services rendered.

Types of service include:

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

Participation in the governance processes of the institution through significant service on committees, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular divisional or College meetings.

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

Each recommendation for tenure should be accompanied by a statement of the mission, goals and educational needs of the division and the College, and the importance of the contributions the candidate has made and is expected to make in the future toward achieving the goals and meeting the needs. Consideration should be given to the candidate's ability and willingness to work cooperatively within the division and the College.

## REVIEW OF PROGRESS TOWARD TENURE

It is the responsibility of the division chair to include a progress toward tenure review as part of the annual evaluation for all faculty in the probationary period for tenure. At New College, faculty are normally reviewed by the Provost's Advisory Committee in their second and fourth years of service, and they are subject to a retention ballot in their third year of tenure-earning service. Faculty are normally considered for tenure in their sixth tenure-earning year. For details, see the Faculty Handbook, Sections 4.3 (Retention: Third-Year Retention Ballot) and Section 4.10 (The Faculty Evaluation Process in General) as well as Section 4.11 (Summary of the Retention, Promotion, and Tenure Process).

The reviews conducted in the second and fourth years of service are intended to be informative, and to be encouraging to faculty who are making solid progress toward tenure, instructional to faculty who may need to improve in selected areas of performance, and cautionary to faculty where progress is significantly lacking.

## EXCEPTIONS TO THE STANDARD PROBATIONARY PERIOD

Ordinarily, a faculty member in a tenure-earning position will either be awarded tenure at the end of the probationary period or be given notice that further employment will not be offered. However, exceptions to the tenure clock may be considered in some circumstances. A faculty member in a tenure earning position may request in writing to be appointed to a non-tenure earning position without loss of salary rate. Such circumstances might include medical exigencies or parental situations covered by FMLA or ADA legislation or other extenuating circumstances approved by the College. The request must be made in writing and approved by the chair of the division and the Provost. Following the period of appointment to a non-tenure earning position, the faculty member will return to the tenure earning position without qualification and the tenure clock will resume.

## TENURE UPON INITIAL APPOINTMENT

In determining the award of tenure upon initial appointment, the guiding principle will be to follow divisional and College procedures in an expedited process that will not inordinately delay hiring decisions. Specifically, there must be review of tenure eligibility at all levels. Approval must be obtained from the Office of the President prior to making an offer that includes tenure without a probationary period. The President should receive the following information:

written statement(s) of review of tenure eligibility at all levels (divisional faculty, division chair, PAC, and Provost) – these reviews should occur prior to a request to the President to make such an offer, although written statements may follow approval;

candidate's vita;

official starting date for the position;

a draft of the letter of offer, which has explicit mention of the tenure offer, pending New College Board of Trustees and FBOE approval;

brief statement on the unique achievements of the faculty member which support the basis for tenure.

Upon approval the College will submit the tenure recommendation to the New College Board of Trustees for approval at the earliest meeting at which tenure upon appointment is considered. If approved, the recommendation will be forwarded to the FBOE for approval.

Persons being considered for administrative appointments accompanied by academic appointments with tenure will interview with the academic unit in which tenure would be considered and the appropriate division chair; the appropriate faculty bodies and administrators will make recommendations on tenure to the President.

## PROMOTION IN ACADEMIC RANK

### COLLEGE CRITERIA

As in the case of tenure, the judgment of readiness for promotion to higher academic rank is based upon a careful evaluation of a candidate's contributions in teaching (or comparable activity appropriate to the unit), research/creative work, and service; and the sections pertinent to evaluation of these factors for the tenure decision apply as well to promotion. Promotion will not be granted unless a determination of the candidate's effectiveness in teaching (or in comparable activity appropriate to the unit) has been made. Promotion also requires collegiality and participation as a citizen of the College, as this is an integral part of faculty performance.

Standards for the ranks of Assistant Professor, Associate Professor, and Professor (or their equivalents) are as follows:

#### Assistant Professor

Promise of continued growth as a teacher, or in comparable activity appropriate for the unit.

Promise of independent and collaborative research/creative work, supported by publications or other appropriate evidence.

Promise of substantive contributions in the area of service.

The doctorate or the highest degree appropriate to the field (or, where appropriate, the equivalent based on professional experience).

#### Associate Professor

Acknowledged record of success in teaching, or other comparable activity appropriate for the unit, including a record of such activities as participation on thesis committees and successful direction of the work of thesis students.

Focused program of independent and collaborative research/creative work, supported by substantial publications or their equivalent. Original or creative work of a professional nature may be considered an equivalent. The record should be sufficient to predict, with a high degree of confidence, continuing productivity in research/creative work throughout the individual's career.

Substantive contributions in the area of service.

Ordinarily, the rank of Associate Professor is not granted in advance of the tenure judgment.

## Professor

Acknowledged record of success in teaching, or other comparable activity appropriate for the unit, such as a record of participation on thesis committees and successful direction of the work of thesis students. Established record of productive research/creative work of at least national visibility, supported by a record of substantial publications or their equivalent. Original or creative work may be considered an equivalent. The record should predict continuing high productivity in research/creative work throughout the individual's career.

Substantive contributions in the area of service.

Unmistakable evidence of significant achievement among peers in one's discipline at the national or international level. True distinction is expected in at least one of the areas of teaching (or comparable activity appropriate to the unit); research/creative work; or service. Any recommendation for promotion to the rank of Professor (or University Librarian) must contain evidence that such distinction has been identified.

As a general guideline a faculty member normally would not apply for promotion to rank of Professor without five years of service at the rank of Associate Professor.

## TENURE AND PROMOTION

### TENURE AND PROMOTION COMMITTEE MEMBERSHIP

The Provost's Advisory Committee, or PAC, serves as the tenure and promotion committee of the College. See Section 3.5.6 of the Faculty Handbook.

### EXTERNAL LETTERS FOR TENURE AND PROMOTION APPLICATIONS

The department chair ordinarily will include in the tenure and promotion packet a minimum of three letters (but not exceeding six) from external reviewers who are expert in the individual's field or a related scholarly field. The candidate and the division chair will suggest external reviewers. These reviewers should have no significant relationship to the candidate (e.g., major professor, co-author), unless there are mitigating circumstances that would indicate otherwise (e.g., to review scholarship so specialized that few expert reviewers exist). The chair and the candidate will jointly select the reviewers. In the event of disagreement each party will select one-half the number of qualified reviewers to be utilized. Letters from external reviewers should be in the candidate's file prior to the final recommendations by the PAC. All solicited letters which are received must be included in the candidate's file.

### EARLY TENURE AND PROMOTION CONSIDERATION

Decisions on tenure and promotion prior to the time recognized as normal should be considered "early decisions." Early decisions should be identified and justified as such at every review level. Truly

exceptional performance should be required for a favorable early decision. Further, external reviewers should be advised of the College's expectations for a favorable early decision. As a general guideline a faculty member normally would not apply for promotion to rank of Professor without five years of service at the rank of Associate Professor.

## **Current Language**

No current language.

## **NCF Proposal (10/22/24)**

### GUIDELINES FOR PROMOTION NEW COLLEGE OF FLORIDA

#### INSTRUCTORS AND ASSISTANTS

This presents guidelines for the promotion process of instructors and assistants consistent with the policies and procedures of New College of Florida, the Florida Department of Education, and the Florida Board of Governors.

#### General Criteria for Promotion

Promotion will only be granted to persons who can demonstrate significant achievements in accomplishing their responsibilities as set out in their assignments of duties.

#### Requirements for Promotion to Associate Teaching Professor (Instructor 2) or Associate

1. Normally, completion of at least five years of service (from date of start of employment). See Prior Service section below for exceptions.

2. Evidence of professional experience appropriate to the position as manifested by knowledge and professional maturity.

3. Evidence of significant achievements in professional activities, including teaching, service, or research, as applicable to the specific nature of the assignment.

#### Requirements for Promotion to Teaching Professor (Instructor 3) or Fellow (Associate 2)

1. Completion of at least five years of service (from date of start of employment) at the rank of Associate Teaching Professor (Instructor 2) or Associate at New College of Florida. See Prior Service section below for exceptions.

2. Distinguished fulfillment of the requirements of the lower ranks.

3. Evidence of outstanding achievements in professional activities, including teaching, service, or research, as applicable to the specific nature of the assignment.

#### Prior Service

Prior service, up to four years at the college or university level, may be applied as credit when seeking promotion at New College. The amount of prior credit to be granted will be determined at the initial appointment contract of the faculty member.

Employees that have served prior to the implementation of this procedure will be considered through an expedited process of promotion with proper evidence of achievement and commensurate experience.

This may include consideration through Associate Teaching Professor (Instructor 2)/Associate and Teaching Professor (Instructor 3)/Fellow (Associate 2) requirements with appropriate compensation for each rank.

#### Early Promotion Consideration

Truly exceptional performance is required for early promotion. Early promotion may be sought by a faculty member had two or more annual Performance Evaluations, at least one of which was at the current rank, in which s/he far exceeded expectations.

#### Promotion procedure

1. Faculty members wishing to be promoted must apply in writing to their Division Chair. This letter should be brief, indicating that the person is applying for promotion to a specific rank.

2. Faculty members wishing to be promoted should submit to the Divisional Promotion Committee:

a. A current vita.

b. Copy of initial appointment letter if available.

c. Copies of annual letters of evaluations from supervisor (since prior promotion process, if any).

d. Copies of any materials relevant to teaching, scholarship, research, creative activity, and/or service

that the faculty member may deem appropriate and not included in prior promotion process, if any.  
f. Letters of recommendation (minimum 3). These letters could include colleagues at peer or aspirational peer institutions, teaching faculty, administrators, or staff at NCF, USF-SM or other institutions, and not included in prior promotion process, if any.

#### Timetable for Promotion Process

August 31: Faculty members eligible for promotion notify (in writing) their Division Chair if they wish to be considered for promotion.

September 1: Division Chair appoints a Divisional Promotion Committee if there are to be candidates for promotion that academic year.

October 1: PAC issues a call for letters from faculty and students; these letters are received and shared with candidates by October 21.

October 31: All appropriate materials being submitted by the candidates for promotion must be on file.

November 30: Divisional Promotion Committee reviews all promotion materials of the applicant and vote by secret ballot is taken. A positive majority vote constitutes a recommendation for promotion. The result of the voting and a written narrative explaining the positive or negative recommendation of the committee is sent to the Division Chair.

December 15: The Division Chair reviews all promotion materials and makes a recommendation with a written narrative explaining the decision. Both recommendations (that of the Divisional Promotion Committee and the Division Chair) are sent to the Provost.

Candidates are provided with copies of the narrative explanations as the process proceeds. If there are negative recommendations, candidates are allowed to file rebuttals.

The Provost reviews promotion packet and rebuttals, and makes a final decision.

#### WRITING PROGRAM

This presents guidelines for the promotion process of Writing Program faculty including instructors, assistant program directors, and program directors, consistent with the policies and procedures of New College of Florida, the Florida Department of Education, and the Florida Board of Governors.

##### General Criteria for Promotion

Promotion will only be granted to persons who can demonstrate significant achievements in accomplishing their responsibilities as set out in their assignments of duties.

##### Requirements for Promotion to Instructor 2, Assistant Program Director 2, or Program Director 2

1. Normally, completion of at least five years of service (from date of start of employment). See Prior Service section below for exceptions.

2. Evidence of professional experience appropriate to the position as manifested by knowledge and professional maturity.

3. Evidence of significant achievements in professional activities, including teaching, service, or research, as applicable to the specific nature of the assignment.

##### Requirements for Promotion to Instructor 3, Assistant Program Director 3, or Program Director 3

1. Completion of at least five years of service (from date of start of employment) at the rank of Instructor 2, Assistant Program Director 2, or Program Director 2 at New College of Florida. See Prior Service section below for exceptions.

2. Distinguished fulfillment of the requirements of the lower ranks.

3. Evidence of outstanding achievements in professional activities, including teaching, service, or research, as applicable to the specific nature of the assignment.

##### Prior Service

Prior service, up to four years at the college or university level, may be applied as credit when seeking promotion at New College. The amount of prior credit to be granted will be determined at the initial appointment contract of the faculty member.

Employees that have served prior to the implementation of this procedure will be considered through an expedited process of promotion with proper evidence of achievement and commensurate experience.

This may include consideration through Instructor 2/Assistant Program Director 2/Program Director 2, or Instructor 3/Assistant Program Director 3/Program Director 3 requirements, with appropriate compensation for each rank.

### Early Promotion Consideration

Truly exceptional performance is required for early promotion. Early promotion may be sought by a faculty member who has had two or more annual Performance Evaluations, at least one of which was at the current rank, in which s/he far exceeded expectations.

### Promotion procedure

1. Writing Program faculty wishing to be promoted must apply in writing to the Director of the Writing Program. This letter should be brief, indicating that the person is applying for promotion to a specific rank.

2. Writing Program faculty wishing to be promoted should submit to the Writing Program Promotion Committee:

a. A current vita.

b. Copy of initial appointment letter if available.

c. Copies of annual letters of evaluations from supervisor (since prior promotion process, if any).

d. Copies of any materials relevant to teaching, scholarship, research, creative activity, and/or service that the faculty member may deem appropriate and not included in prior promotion process, if any.

f. Letters of recommendation (minimum 3). These letters could include colleagues at peer or aspirational peer institutions, teaching faculty, administrators, or staff at NCF, USF-SM or other institutions, and not included in prior promotion process, if any.

### Timetable for Promotion Process

August 31: Writing Program faculty eligible for promotion notify (in writing) the Director of the Writing Resource Center if they wish to be considered for promotion.

September 1: The Director of the Writing Resource Center appoints a Writing Program Promotion Committee if there are to be candidates for promotion that academic year. The promotion committee comprises at least three members with appropriate expertise and may include members of the NCF faculty (including librarians), members of NCF staff, and staff or faculty from other academic institutions. Should the Director be standing for promotion, this committee is appointed by the Provost.

October 1: PAC issues a call for letters from faculty and students; these letters are received and shared with candidates by October 21.

October 31: All appropriate materials being submitted by the candidates for promotion. must be on file.

November 30: The Writing Program Promotion Committee reviews all promotion materials of the applicant and vote by secret ballot is taken. A positive majority vote constitutes a recommendation for promotion.

The result of the voting and a written narrative explaining the positive or negative recommendation of the committee is sent to the Director of Writing.

December 15: The Director of Writing reviews all promotion materials and makes a recommendation with a written narrative explaining the decision. Both recommendations (that of the Writing Program Promotion Committee and the Director of Writing) are sent to the Provost.

Candidates are provided with copies of the narrative explanations as the process proceeds. If there are negative recommendations, candidates are allowed to file rebuttals.

The Provost reviews promotion packet and rebuttals, and makes a final decision.

### COUNSELING AND WELLNESS CENTER

This presents guidelines for the promotion process of counselors consistent with the policies and procedures of New College of Florida, the Florida Department of Education and the Florida Board of Governors.

The mission of the Counseling and Wellness is to support a thriving student body and facilitate a transformative college experience that connects students with themselves, the community, and the world by providing culturally sensitive, empirically supported, and progressive programming. A holistic wellness philosophy serves as the foundation for all Counseling and Wellness services.

Counselors (the term includes Counselor, Psychologist, Assistant Director, Associate Director, & Program Directors) serve the campus community in multifaceted ways that support the ever- changing demands and stresses of the environment. Counselors provide both intervention and prevention initiatives through therapy and outreach services.

### General Criteria for Promotion



Promotion will only be granted to persons who can demonstrate significant achievements in counseling and related activities.

#### Counseling

Promotion will be granted to counselors based on professional activities and achievements and does not result solely from time in rank. Counselors at every rank will be judged on quality of performance, innovation, enthusiasm, continued growth in their fields, judgment, leadership, originality, ability to work effectively with others, and ability to relate their responsibilities to the more general goals of the counseling and the larger community.

Counselors have a variety of therapeutic assignments, including individual, couples, and group therapy, and other responsibilities, which may include data management, community consultation, and research. This diversity of responsibilities and goals will be recognized in the promotion process. Areas of demonstrated expertise in counseling may include the ability to:

Provide evidenced-based treatment in individual, couples, and group counseling to the students, faculty, and staff of New College of Florida and the University of South Florida Sarasota-Manatee.

Maintain timely and compliant psychotherapy notes as per Florida statute, and more generally comply with both ethical standards of their professional degree and the expectations of Florida licensure

Provide empirically validated psychoeducation in trainings, workshops, or other outreach

Perform other tasks to support the mission of Counseling and Wellness.

#### Service

This includes service to both the academic community and the external community. Service to the academic community includes serving on committees, subcommittees, task forces, special projects or assignments, programs, workshops, or any type of support relating to the academic community mission. External community service for counselors may include work for professional organizations, by active participation in the professional and learned societies, in election or appointment to offices or committees in professional organizations, service as chair at conferences, attendance at conferences or workshops, and continuing professional education.

#### Scholarship

Evaluation of scholarly and professional contributions may include the following. This list is not exclusive.

Published (preferably peer-reviewed) work in various media.

Invited presentations and lectures.

Professional activities demanding expertise (e.g. consultant activities).

Other forms of publication and presentation.

#### Maintenance of State Licensure

Counselors must be licensed to be considered for promotion. Counselors at the Counseling and Wellness Center are expected to keep and maintain their license in compliance with their professional organization (social work, psychology, mental health counseling). The requirements for each organization vary slightly but all include completing at least 40 hours of continued education every two years. Two of these credits must be about ethics, two must be about preventing medical errors, and two must be about education on domestic violence.

Promotion to Counselor II/Psychologist II/Assistant Program Director II/Associate Program Director II/Program Director II

1. Normally, completion of at least five years of service while being licensed in the state of Florida (from date of start of employment).

2. Evidence of professional experience appropriate to the position as manifested by knowledge and professional maturity.

3. Evidence of significant achievements in professional activities, in service, publication, or in other important professional endeavors.

4. Demonstrated ability to contribute to the design and execution of effective counseling and wellness programs.

5. Evidence of substantive involvement in the community.

Promotion to Counselor III/Psychologist II/Assistant Program Director III/Associate Program Director III/Program Director III

1. Completion of at least five years of service (from date of start of employment) at the rank of Tier II at New College of Florida. See Prior Service section below for exceptions.
2. Distinguished fulfillment of the requirements of the lower ranks.
3. Evidence of outstanding achievements in professional activities, in research and service, or in other important professional endeavors at the regional and national levels.
4. Recognition of outstanding involvement in the community.

#### Prior Service

Prior service, up to four years at the college or university counselor level, may be applied as credit when seeking promotion at New College. The amount of prior credit to be granted will be determined at the initial appointment contract of the counselor.

Employees that have served prior to the implementation of this procedure may be considered through an expedited process of promotion with proper evidence of achievement and commensurate experience.

This may include simultaneous promotion through Tier II and Tier III

requirements with appropriate compensation for each rank.

#### Early Promotion Consideration

Truly exceptional performance is required for early promotion. Early promotion may be sought by a counselor had two or more annual Performance Evaluations, at least one of which was at the current rank, in which s/he far exceeded expectations.

#### Promotion procedure

1. Counselors wishing to be promoted must apply in writing to their immediate supervisor. This letter should be brief, indicating that the person is applying for promotion to a specific rank.

2. Counselors wishing to be promoted should submit to the NCF Counselor

#### Promotion Committee:

a. A current vita.

b. Copy of initial appointment letter if available.

c. Copies of annual letters of evaluations from supervisor (since prior promotion process, if any).

d. Copies of annual Peer Review Committee evaluations (if completed, and since prior promotion process, if any).

e. Copies of any materials relevant to teaching, scholarship, research, creative activity, and/or service that the counselor may deem appropriate and not included in prior promotion process, if any.

f. Letters of recommendation (minimum 3). These letters could include colleagues at peer or aspirational peer institutions, teaching faculty, administrators, or staff at NCF, USF-SM or other institutions, and not included in prior promotion process, if any.

#### Timetable for Promotion Process

August 31: Counselors eligible for promotion notify (in writing) the Director of the Counseling and Wellness Center and their supervisor if they wish to be considered for promotion.

September 1: Director of the Counseling and Wellness Center appoints a Promotion Committee if there are to be candidates for promotion that academic year. The promotion committee comprises at least three members with appropriate expertise and may include members of the NCF faculty (including librarians), members of NCF staff, and counselors, staff, or faculty from other academic institutions. Should the Director be standing for promotion, this committee is appointed by the Vice President for Student Affairs. By September 15: PAC issues call for letters from staff, faculty, and students.

October 31: All appropriate materials being submitted by the candidates for promotion must be on file.

November 30: NCF Counseling and Wellness Center Promotion Committee reviews all promotion materials of the applicant and vote by secret ballot is taken. A positive majority vote constitutes a recommendation for promotion. The result of the voting and a written narrative explaining the positive or negative recommendation of the committee is sent to the Director of the Counseling and Wellness Center.

December 15: The Director of the Counseling and Wellness Center reviews all promotion materials and makes a recommendation with a written narrative explaining the decision. Both recommendations (that of

the NCF Counseling and Wellness Center Promotion Committee and the Director) are sent to the Vice President for Student Affairs.  
Candidates are provided with copies of the narrative explanations as the process proceeds. If there are negative recommendations, candidates are allowed to file rebuttals.  
The Vice President for Student Affairs reviews promotion packet and rebuttals, and makes a final decision.

## **Current Language**

No current language.

## **NCF Proposal (10/22/24)**

### Policy on Assigned Research

The Faculty of New College concur with the following ideas expressed in the Faculty Assignment of Duties letter:

Our primary responsibility is to teach courses, seminars, and tutorials and supervise independent study projects and senior theses in our respective fields.

To assure scholarly growth, we are under special obligation to improve our mastery of our disciplines and to keep up with new trends and developments in our fields. It is understood that we should incorporate our new findings in our teaching as appropriate. Original scholarly research, contributions to learned journals, creative works in print, performance, or display, and presenting papers at professional meetings are among the most visible means of demonstrating such scholarly growth among the faculty.

To accomplish these aims, New College should ideally follow the generally accepted academic custom on sabbaticals; upon completion of 6 years of full-time service, faculty members should receive a one-semester sabbatical with full pay. For the purpose of calculating credit toward Assigned Research Leave, "full-time service" means any appointed and compensated 1.0 FTE service for the semester, including cases of approved medical, emergency and/or family leave, regardless of the specific assigned duties. Faculty in permanent positions at less than 1.0 FTE will accrue leave on the same schedule but with compensation according to their FTE.

Funds for replacing faculty members on sabbaticals should be provided. Since the faculty consider time away from regular teaching duties an absolute necessity for all faculty members, the College has instituted a program of assigned research, to be sustained by limited funding for adjunct replacements and by mutual cooperation among the faculty.

Upon completion of six years of full-time service, all regular faculty members are eligible to apply for a full-time research assignment for one semester. Alternatively, upon completion of three years of full-time service, a faculty member may apply for a full-time research assignment for one module. Arrangements for a half-time research assignment may be possible in exceptional circumstances. Faculty hired without tenure in a regular, tenure-earning appointment who have successfully completed the 3<sup>rd</sup> year retention ballot may apply for one semester of assigned research. For these faculty, the period of assigned research would normally be held in the fall term following the third-year ballot. Eligibility for assigned research is calculated from the end of the last period of assigned research or from the date of hire, whichever is most recent. In cases where faculty choose to postpone application for assigned research, credit for years of service shall be carried over into the next period of eligibility. In the case of faculty hired with credit toward tenure, eligibility for assigned research should be clarified as part of the letter of appointment.

To receive this assignment, eligible faculty must have a research project acceptable to the divisional faculty (submitted in writing and approved by the Division in the academic year preceding the research assignment) and must agree to report the results of the research assignment back to the Division in a timely manner. The proposal must be approved by a majority of the regular divisional faculty. The proposal should include a description of the project(s) to be undertaken and the expected outcomes; a rationale for the timing of the request, including an indication of which semester or module is

more desirable; and an explanation of how the advising duties, sponsorships of senior theses, and other tasks of the faculty member on assigned research will be accommodated. The expectations for the period of assigned research should be clearly written into the faculty member's Assignment of Duties letter. At the conclusion of the period of assigned research, the faculty member should submit a written report to the Division; the faculty member may also choose to make a presentation at a divisional Forum or offer a talk for the Faculty Lecture Series.

Faculty on research assignment are released from responsibility for sponsoring Independent Study Projects. This exemption applies to one ISP period for every full semester of research assignment. Faculty on research assignment are exempt from committee service for the semester or module of research assignment, but they are expected to resume such duties at the end of their research assignment.

Normally, only one person from each discipline will have a research assignment in any given academic year. Leaves without pay (with or without outside grants) and visiting appointments at other institutions are encouraged, provided that they receive the required approvals and that replacements are made without serious hardship to the academic program. Funds permitting, courses normally taught by the faculty member with a research assignment will be taught by full- or part-time replacements. If funds are not available, courses in the Division will be rearranged as needed to accommodate student interests. Finding replacements for colleagues on assigned research or leave without pay is the task of the Division. The faculty member in question must give adequate notice and assist the Division in securing a suitable replacement.

## **Current Language**

No current language.

## **NCF Proposal (10/22/24)**

### Post-Tenure Faculty Review

Post-tenure review is required of all tenured faculty at the New College of Florida in compliance with Board of Governors (BOG) Regulation 10.003. Post-tenure review is intended to: recognize and honor exceptional achievement; affirm continued academic professional development; enable a faculty member who has fallen below performance standards to refocus academic and professional efforts through a performance improvement plan and return to expected levels of performance; and identify faculty members whose pattern of performance is unsatisfactory and to take appropriate employment action. Matters such as political opinion, expressive viewpoint, and ideological beliefs are not appropriate matters for evaluation and shall not be considered in post-tenure review.

#### Timing and Eligibility

Each tenured faculty member shall have a comprehensive post-tenure review of the preceding five years of performance in the fifth year following the last promotion or the last comprehensive review, whichever is later. For faculty hired with tenure, the hire date shall constitute the start of their post-tenure review clock.

Tenured faculty in administrative roles (chairs, directors or higher with faculty supervisory role or 0.5 or greater administrative full-time equivalent, FTE) shall be reviewed annually by their supervisors. These faculty shall undergo post-tenure review in the fifth year after their administrative assignment drops below 0.5 FTE.

A semester in which a faculty member is on leave of absence or on reduced FTE compensated leave shall not be considered a part of the post tenure review period unless the primary purpose of the leave is to conduct research or there is an agreement to the contrary in writing between the faculty member and the provost prior to the commencement of the leave. Faculty members on reduced FTE from their tenured 1.0 FTE appointment shall earn time toward the post tenure review on a pro-rated basis. Except as noted above, a faculty member on unpaid leave for 20 or more business days during a semester shall not have that semester counted toward the post tenure review period, unless mutually agreed otherwise by the faculty member and the provost.

At its discretion, the University may grant exceptions to the timing of the comprehensive post-tenure review for extenuating, unforeseen circumstances. Such exceptions must be requested by the faculty member in writing to their Division Chair and the request must provide an explanation of the extenuating, unforeseen circumstances. The Division Chair will review the request and indicate whether they support the request before sending it to the provost for consideration. The provost has the final authority on granting exceptions.

In the Spring Semester of each year, the schedule and list of eligible faculty will be communicated to the Division Chairs and the faculty cohort for that year (first year excluded), as well as the president of NCUFF.

#### Review Requirements

Tenured faculty are expected to perform satisfactorily at teaching; research, scholarship, or creative work; service; and other assigned responsibilities. Positive sustained contributions are expected in all assigned areas. Percent effort in these assignments may vary as a career evolves. A decrease in effort and thus expectation in one category should be balanced with an increase in another category.

The comprehensive post-tenure review shall include consideration of the following as stated in BOG Regulation 10.003:

The level of accomplishment and productivity relative to the faculty member's assigned duties in research, teaching, service, and other assignments.

The faculty member's history of professional conduct and performance of academic responsibilities to the university and its students.

The faculty member's non-compliance with state law, Board of Governors' regulations, and university regulations and policies.

Unapproved absences from teaching assigned courses.

Substantiated student complaints.

Other relevant measures of faculty conduct as appropriate.

Each faculty member reviewed will receive a performance rating. Rating categories for post-tenure review shall include the following university level standards:

Exceeds expectations: a clear and significant level of accomplishment beyond the average performance of faculty across the faculty member's discipline and unit.

Meets expectations: expected level of accomplishment compared to faculty across the faculty member's discipline and unit. Sustained record commensurate with the academic standards of a top-tier liberal arts college. While not dispositive of a meets expectations rating, the following performance assessments will be considered evidence of such a rating: evidence of a satisfactory performance rating in each annual evaluation during the last 5 years and satisfactory or greater assessment of each area of assignment; sustained and satisfactory professional conduct and performance of academic responsibilities; and compliance with state law, Board of Governors' regulations, and university regulations and policies.

Does not meet expectations: performance falls below the normal range of variation in performance compared to faculty across the faculty member's discipline and unit but is capable of improvement. A faculty member who has received an overall unsatisfactory annual evaluation during one of the previous 5 years or an unsatisfactory performance assessment in any single area of assignment over multiple years or has demonstrated a pattern of non-compliance with state law, Board of Governors' regulations, and university regulations and policies is evidence of a failure to meet performance expectations. The absence of an overall unsatisfactory annual evaluation or an unsatisfactory performance assessment in a single area of assignment does not preclude a "does not meet expectations" rating if it is determined through the post-tenure review process that the faculty member's work history is inconsistent with their performance evaluations.

Unsatisfactory: failure to meet expectations that reflect disregard or failure to follow previous advice or other efforts to provide correction or assistance, or performance involves incompetence or misconduct as defined in applicable university regulations and policies. A faculty member who has received an overall unsatisfactory annual evaluation during two or more of the previous 5 years or an unsatisfactory performance assessment in any two areas of assignment over three of the last five years of the review period, or has demonstrated a pattern of failing to perform duties assigned by the University or has sustained violations of applicable state and federal law and applicable published university and Board of Governors regulations, policies, and procedures are evidence of unsatisfactory performance. The absence of an overall unsatisfactory annual evaluation or an unsatisfactory performance assessment in a single area of assignment does not preclude an "unsatisfactory" rating, if it is determined through the post-tenure review process that the faculty member's work history is inconsistent with their performance evaluations.

College standards are found in the College Criteria for Post-tenure Review, attached hereto as Exhibit A. After year one, each division and/or department shall have discipline-specific criteria that clearly describe performance expectations for tenured faculty relative to each rating standard. These unit-specific criteria shall:

take into consideration the unit's mission;

be adaptable to various assigned duties; and

be detailed enough that a reasonable faculty member should not be uncertain or confused about what level of performance or accomplishment is sufficient in teaching, research/scholarship/creative activity, service, and other assignments to earn each performance rating.

#### Process Requirements

The following process shall be followed for completion of the post-tenure review.

The faculty member shall provide to the appropriate Division Chair by the published due date:

- a current curriculum vitae;
- copies of year-end activity reports written annually (to contain: an updated list of courses and tutorials taught, Independent Study Projects supervised, senior theses supervised, contract advisees, baccalaureate committees served on (with student and AOC), faculty committees served on, and scholarly activities);
- Assignment of duties letter for each semester;
- [Student teaching evaluations;]
- Annual letters of evaluation from the Division Chair or other supervisor;
- Copies of papers and publications clearly identified as in draft, in press, or published, including printouts of any web-based publications;
- Information about community service not otherwise reported;
- Syllabi and course descriptions;
- Contracts, contract certifications, and course evaluations (to be provided in a convenient form by the Registrar's Office);
- Any other materials relevant to teaching, scholarship, and service that the faculty member may deem appropriate;
- Any written response or comments the faculty member wishes to provide with regard to any item in the file.

The faculty member may opt to provide a narrative of up to one page per area of assignment highlighting accomplishments and demonstrating performance relative to assigned duties over the previous five years.

The faculty member's Division Chair shall review the materials provided by the faculty member, along with the faculty member's disciplinary record in their personnel file. Collectively, these documents constitute the Post-Tenure Review Packet.

The Division Chair shall forward the Post-Tenure Review Packet (minus the disciplinary record) to the Provost Advisory Committee (PAC).

The PAC will serve in a consultative role, reviewing the Post-Tenure Review Packets (minus the disciplinary record) and reporting on the strengths and weaknesses of the records. The committee shall not recommend a rating. The purpose of this assessment is to provide the Division Chair with insight regarding whether the faculty member has made contributions during the review period consistent with those expected of a tenured faculty member; provide guidance for continuing and meaningful faculty development, when needed; and recognize faculty members who continue to exceed expectations.

The Division Chair shall review the Post-Tenure Review Packet and the input of the PAC.

Division Chair shall add a brief letter assessing the faculty member's level of achievement during the period under review. The letter shall include any concerns regarding professional conduct, academic responsibilities, and performance. The letter shall also include the Division Chair's recommended performance rating based upon the College standards and the applicable division and unit criteria. For Associate Professors undergoing review, a Division Chair may recommend tiered promotion in accordance with section 14.3(d)(7) of the Collective Bargaining Agreement.

The Division Chair will provide the letter and all materials from the Post-Tenure Review Packet to the faculty member for review. The faculty member shall have five calendar (5) days from receipt of the Division Chair's letter to submit an optional written response that shall be added to the Post-Tenure Review Packet before the packet moves to provost review.

The Division Chair shall forward the Post-Tenure Review Packet to the provost for review.

The provost shall review the Post-Tenure Review Packet.

With guidance and oversight from the university president, the provost will assess the faculty member's professional conduct, academic responsibilities, and performance during the review period. The provost may accept, reject, or modify the Division Chair's recommended rating. Each faculty member reviewed will receive one of the following performance ratings from the provost:

- Exceeds expectations
- Meets expectations
- Does not meet expectations



### Unsatisfactory

The provost shall notify the faculty member and the appropriate Division Chair of the outcome. If an outcome is inconsistent with a faculty member's annual evaluations or the Division Chair's recommended performance rating, the provost will explain the discrepancy to the faculty member in writing and will meet with the Division Chair responsible for the inconsistent outcome.

### Outcomes

The following steps will occur after the provost assigns final performance ratings:

For each faculty member who receives a final performance rating of "exceeds expectations" or "meets expectations," the appropriate Division Chair, shall recommend to the provost appropriate recognition and/or compensation in accordance with the faculty member's performance and university regulations and policies. The provost, with guidance and oversight from the university president, shall make the final determination regarding recognition and/or compensation.

For each faculty member who receives a final performance rating of "does not meet expectations," the Division Chair, in consultation with the faculty member, shall propose a performance improvement plan to the provost. The provost may finalize the performance improvement plan as is or make such modifications that the provost considers appropriate and finalize the plan as modified.

The plan must include a deadline for the faculty member to achieve the requirements of the performance improvement plan. The deadline may not extend more than 12 months past the date the faculty member receives the plan.

The performance improvement plan shall indicate how specific deficiencies in a faculty member's performance (as measured against university standards and Division and unit criteria) will be remedied. It is the faculty member's obligation to assist in the development of a meaningful and effective plan and to make a good faith effort to implement the plan adopted. Although each performance improvement plan is tailored to individual circumstances, the plan must: list specific deficiencies to be addressed; define specific goals or outcomes necessary to remedy the deficiencies; outline the activities to be undertaken to achieve the necessary outcomes; identify institutional resources available to support the plan; set timelines for achieving goals and outcomes; and indicate the criteria for assessment in regular reviews of progress.

The faculty member and Division Chair will meet regularly to review the faculty member's progress toward remedying deficiencies. The faculty member will provide an end of semester progress report to the Division Chair and to the provost. Further evaluation of the faculty member's performance within the regular faculty performance evaluation process (e.g., annual reviews) may draw upon the faculty member's progress in achieving the goals set forth in the performance improvement plan.

Each faculty member who fails to meet the requirements of a performance improvement plan by the established deadline as determined by the provost in consultation with the Division Chair shall receive a notice of termination from the provost.

Each faculty member who receives a final performance rating of "unsatisfactory" shall receive a notice of termination from the provost. Such termination shall be effective at the end of the then-current semester, unless the President determines, in accordance with section 16.4 of the CBA, that such faculty member's continued employment would adversely affect the functioning of the College or jeopardize the safety or welfare of the faculty member, colleagues, or students.

Final decisions regarding post-tenure review may be appealed under university regulations or collective bargaining agreements, as applicable to the employee and such grievance process will be processed consistent with the law.

The College agrees that it will not modify any of the provisions set forth above without engaging in collective bargaining.

## EXHIBIT A

### College Criteria for Post-tenure Review

Faculty are evaluated on performance in the areas of teaching, research, and service. The primary

mission of faculty at New College is teaching.

#### I. Teaching.

Evidence for teaching will include both quantitative and qualitative information for the period under review. Quantitative data will include:

the numbers of students enrolled in regular courses, tutorials, and ISPs;

sponsorship of student contracts;

and thesis sponsorship and service on baccalaureate committees.

Qualitative material will include course syllabi, student course evaluations, narrative evaluations of students, contracts, and contract certifications, as well as letters from students, alumnae/i, and colleagues, and other materials listed below:

Student evaluations—by both current and previously enrolled students.

Peer evaluations; Administrative evaluations.

Course materials such as syllabi; other material may be included at the faculty member's discretion.

Contracts, contract certifications, and course evaluations (to be provided in a convenient form by the Registrar's Office).

The numbering of the above criteria and methods of evaluation does not fix the order of their relative importance.

#### II. Scholarship and Professional Activities.

To assure scholarly growth, faculty are under special obligation to improve their mastery of their disciplines and to keep up with new trends and developments in their fields. It is understood that faculty should incorporate their new findings in their teaching as appropriate. The purpose of scholarly or creative activity at New College is to make a substantive contribution to the body of knowledge and understanding in one's field. A faculty member is expected to establish an original, coherent, and meaningful program of research/creative activity that adds substantively to the body of knowledge or practice within that field.

The list below, while not exhaustive, includes many common forms of scholarly and professional activities for consideration when faculty are being reviewed. Faculty members are expected to justify the reasons that their work should be factored in evaluation of their scholarship when not immediately obvious. While the faculty recognize that peer-reviewed work is the most important evidence of a record of scholarship, other scholarly contributions can add to one's record.

Evaluation of scholarly and professional contributions should take into account the following. This list is not exclusive.

##### Published Work

Publication of books (monographs, edited volumes, textbooks, etc.)

Publication of articles in refereed journals

Invited articles in journals or anthologies and chapters in edited volumes

Pedagogical publications (peer-reviewed or not, print or new media, monograph or collaborative, etc.)

Editions or translations (of primary texts or resources, etc.)

##### Technical reports

Publication in non-refereed journals

Book reviews of scholarly or professional works in professional publications

Publication of creative works such as novels, short stories, poetry, dramatic works, musical compositions, etc.

##### Criticism of creative work

Citation of candidate's work as it pertains to the work's significance to the field

##### Presentations and Lectures

Campus or community lectures, performances or art exhibitions

Refereed or invited papers and posters presented at professional meetings

Participation in professional seminars or symposia

Attendance at professional meetings and official duties in professional organizations

Invited lectures or presentations at other institutions

Public research presentations for a general audience

Performances and Public Exhibitions

Professional performances in the performing arts  
Exhibition of works of art such as paintings, drawings, sculpture, etc. in juried shows or selective galleries  
Professional Activities Demanding Expertise  
Pursuit, receipt, and fulfillment of grants, scholarships, and fellowships  
Service as a referee on grants, books, and articles  
Service for professional conferences (reviewing proposals, hosting and organizing, etc.)  
Professional Development  
Development of new areas or levels of academic competence  
Continuing education through workshops and short courses  
Public-Facing Scholarship:  
Articles, opinion pieces, or interviews in public media that are related to professional standing and expertise  
Creation or hosting of public-facing symposia, lecture series, or creative work, related to scholarly expertise, in collaborations with community organizations  
Intellectual, artistic, critical, and historical work in one's area of scholarly expertise that contributes to public debates and/or produces a public good.  
Serving on external boards or foundations related to scholarly expertise and/or representing the College or higher education.  
The ordering of the above activities does not fix the order of their relative importance.

### III. Service.

Service must also be considered in evaluating all faculty. Types of service include:  
Public service that extends professional or discipline-related contributions to the community; the State, including public schools; and the national and international community. This public service includes contributions to scholarly and professional organizations and governmental boards, agencies, and commissions that are beneficial to such groups and individuals.  
Participation in the governance processes of the institution through significant service on committees, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular divisional or College meetings.  
Other assigned College duties, such as advising, counseling, supervision of interns, and academic administration, or as described in a Position Description, if any, of the position held by the faculty member. Special consideration shall be given to service relating to support of enrollment management and admissions functions.  
The ordering of the above activities does not fix the order of their relative importance.

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: November 19, 2024

**SUBJECT: Approval of Changes to the Salary and Benefits of Out-of-Unit Employees of New College of Florida**

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### **PROPOSED BOARD ACTION**

Approval of changes to the salary and benefits of Out-of-Unit employees of New College of Florida (NCF).

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### **BACKGROUND**

***Management recommends the following changes to the salary and benefits of Out-of-Unit employees of New College of Florida.***

The most important fiscal component of the recommendations involves salaries. The recurring wage increase affects employees that are not covered by a collective bargaining agreement and totals approximately \$116,876 for the base salary increase. Taxes and benefits costs add approximately \$38,305 for a total all-in cost of \$155,182 for Fiscal Year 2024-25. These changes, if approved by the Board of Trustees, would be effective on November 24, 2024.

Details of the across the board increase are:

- (a) Employees making up to \$99,999.99 will receive a 5.0% increase in base salary.
- (c) Employees making \$100,000 or more will receive a \$5,000 increase in base salary.

The exclusions for increases include:

- (a) Employees hired in the last year from 11/19/2024
- (b) Employees receiving an increase to their salary over 5% since July 1, 2023

**Facilitators/Presenters:** David Brickhouse, *Vice President, Legal Affairs & Human Resources*

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

**Meeting Date:** November 19, 2024

**SUBJECT: Approval of Regulation Amendment – 1-1001 Mission Statement and Goals**

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### **PROPOSED BOARD ACTION**

Approve the amendments to New College of Florida Regulation 1-1001 Mission Statement and Goals

### **BACKGROUND INFORMATION**

The proposed regulation amendment updates the Mission Statement for New College of Florida. This does not impact the existing statutory mission of New College of Florida.

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**Supporting Documentation Included:** Notice of Proposed Regulation Amendment 1-1001

**Facilitators/Presenters:** David Brickhouse, *Vice President, Legal Affairs & Human Resources*

**NOTICE OF PROPOSED REGULATION DEVELOPMENT**  
The New College of Florida Board of Trustees

Date: October 18, 2024

**REGULATION CHAPTER NUMBER:**

Chapter 1 – General Provisions and Executive Affairs

**REGULATION NUMBER AND TITLE:**

1-1001: Mission Statement and Goals

**AUTHORITY:** Article IX, Sec. 7, Fla. Constitution; BOG Regulation 1.001

**SUMMARY OF PROPOSED REGULATION AMENDMENT:**

1-1001: Amending NCF’s Mission Statement.

**TEXT OF PROPOSED REGULATIONS:**

The full text of the proposed regulation is set out following this notice.

**NEW COLLEGE OFFICIAL INITIATING THE REGULATION:**

Richard Corcoran, President

**PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:**

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, [generalcounsel@ncf.edu](mailto:generalcounsel@ncf.edu). Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

**THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW**

~~Strikethrough~~ indicates deletion; Underlining indicates addition

**NEW COLLEGE OF FLORIDA  
REGULATIONS MANUAL**

**CHAPTER 1 - General Provisions and Executive Affairs**

**1-1001 Mission Statement and Goals**

“Give me a firm place to stand, and I shall move the earth.” Archimedes

In man’s long struggle to defeat ignorance by pursuing truth, New College educates its students in the great traditions and moral disciplines of our civilization so that they can lead principled lives of consequence.

Through academic excellence, New College develops within students the capacity to think critically and humanely and to conduct themselves with civility, courage, and honor. Together, we seek the good, the true, and the beautiful, in the firm knowledge that only through the eternal verities can we move the earth.

~~Mission statement: New College of Florida prepares intellectually curious students for lives of great achievement. It offers a liberal arts education of the highest quality in the context of a small, residential public honors college with a distinctive academic program which develops the student’s intellectual and personal potential as fully as possible; encourages the discovery of new knowledge and values while providing opportunities to acquire established knowledge and values; and fosters the individual’s effective relationship with society.~~

~~Goals: New College of Florida, with a campus in Sarasota County, Florida, serves a distinctive mission as the four year residential liberal arts honors college of the State of Florida. To maintain this mission, NCF has the following goals:~~

- ~~(1) To provide a quality education to students of high ability who, because of their ability, deserve a program of study that is both demanding and stimulating.~~
- ~~(2) To engage in undergraduate educational reform by combining educational innovation with educational excellence.~~
- ~~(3) To provide programs of study that allow students to design their educational experience as much as possible in accordance with their individual interests, values, and abilities.~~
- ~~(4) To challenge undergraduates not only to master existing bodies of knowledge but also to extend the frontiers of knowledge through original research.~~

*Authority: Article IX, Sec. 7, Fla. Constitution; Fla. Board of Governors Regulation 1.001*

*History: Adopted 09-29-01 as By-Laws of the New College of Florida Board of Trustees; Revised 11-03-01, 8-24-02, 02-05-05; Revised and renumbered 11-05-05, 02-20-10; Revised 06-29-10, 09-11-10, 03-11-17 (technical amendment), 06-08-19; 11-19-24*

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

**Meeting Date:** November 19, 2024

**SUBJECT: Approval of Regulation Amendment – 3-1002 Tuition and Fees Schedule**

### **PROPOSED BOARD ACTION**

Approve the amendments to New College of Florida Regulation 3-1002 Tuition and Fees Schedule

### **BACKGROUND INFORMATION**

The proposed regulation amendment provides greater flexibility relating to event rental fees and delegates to the President the ability to establish fees and costs related to the licensing or use of College property.

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**Supporting Documentation Included:** Notice of Proposed Regulation Amendment 3-1002

**Facilitators/Presenters:** David Brickhouse, *Vice President, Legal Affairs & Human Resources*



## NOTICE OF PROPOSED REGULATION DEVELOPMENT

The New College of Florida Board of Trustees

Date: October 18, 2024

### REGULATION CHAPTER NUMBER:

Chapter 3 – Administrative Affairs

### REGULATION NUMBER AND TITLE:

3-1002: Tuition and Fees Schedule

**AUTHORITY:** Article IX, Sec. 7, Fla. Constitution; Chapters 1001 and 1009, Florida Statutes; BOG Regulations 1.001, 7.001, 7.002, and 7.005.

### SUMMARY OF PROPOSED REGULATION AMENDMENT:

3-1002: The proposed regulation amendment provides greater flexibility relating to event rental fees and delegates to the President the ability to establish fees and costs related to the licensing or use of College property.

### TEXT OF PROPOSED REGULATIONS:

The full text of the proposed regulation is set out following this notice.

### NEW COLLEGE OFFICIAL INITIATING THE REGULATION:

Christie Fitz-Patrick, Vice President for Finance and Administration

### PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, [generalcounsel@ncf.edu](mailto:generalcounsel@ncf.edu). Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

### THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW

~~Strikethrough~~ indicates deletion; Underlining indicates addition

**NEW COLLEGE OF FLORIDA REGULATIONS  
MANUAL**

**CHAPTER 3 - Administrative Affairs**

**3-1002 Tuition and Fees Schedule**

(1) Purpose. This regulation establishes tuition and fees to be assessed at New College of Florida for the 2020-2021 Academic Year and all future years pursuant to Florida Board of Governors' Resolutions adopted on January 7, 2003 and July 21, 2005; Section 1009.24, Florida Statutes; and the Florida General Appropriations Act.

(2) Definitions

(a) Tuition. Tuition shall be defined as fees assessed to students for enrollment in credit courses at the College. Tuition consists of the following fees, depending on whether a student is a Florida resident or non-resident:

1. Florida resident tuition, comprised of the following, shall be defined as the fees charged an enrolled student who qualifies as a Florida resident as defined in Chapter 1009.21, Florida Statutes:

- a. Matriculation Fee
- b. Tuition Differential Fee
- c. Student Financial Aid Fee
- d. Capital Improvement Trust Fund Fee
- e. Health Fee
- f. Athletic Fee
- g. Activity and Service Fee
- h. Technology Fee
- i. Sustainability "Green" Fee

2. Non-Florida resident tuition, comprised of the following, shall be defined as the fees charged an enrolled student who does not qualify as a Florida resident as defined in Chapter 1009.21, Florida Statutes:

- a. Matriculation Fee
- b. Tuition Differential Fee
- c. Non-Resident Fee
- d. Student Financial Aid Fee
- e. Non-Resident Student Financial Aid Fee
- f. Capital Improvement Trust Fund Fee
- g. Health Fee
- h. Athletic Fee
- i. Activity and Service Fee
- j. Technology Fee
- k. Sustainability "Green" Fee

(b) Fees. Fees shall be defined as assessments for particular services provided by the College that do not relate directly to enrollment in credit courses. Fees include housing rental fees; housing room fees and damage fees; meal plan rates; parking permit rates; parking fines; course material and supply fees, including laboratory fees; off-campus fees; technology fees; and special fees, fines and penalties.

(3) Tuition for 2020-2021 Academic Year. The following tuition shall be levied and collected for the fall semester 2020 and the spring semester 2021 for each student regularly enrolled, unless otherwise provided for herein:

Fee per Student Credit Hour (SCH)	Undergraduate		Graduate	
	Florida Resident	Non-Florida Resident	Florida Resident	Non-Florida Resident
Matriculation	\$105.07	\$105.07	\$398.13	398.13
Tuition Differential	40.13	40.13	-	-
Non-Florida Resident Fee	-	609.23	-	662.04
Student Financial Aid Fee	5.25	5.25	19.90	19.90
Non-Florida Resident Student Financial Aid Fee		30.46		33.10
Capital Improvement Fee	6.14	6.14	6.14	6.14
Activity and Service Fee	\$14.25	\$14.25	\$14.25	\$14.25
Health Fee	\$6.30	\$6.30	\$6.30	\$6.30
Athletic Fee	\$8.71	\$8.71	\$8.71	\$8.71
Technology Fee	5.25	5.25	19.90	19.90
Sustainability “Green” Fee	1.00	1.00	1.00	1.00
<b>TOTAL PER SCH</b>	<b>\$192.10</b>	<b>\$831.79</b>	<b>\$474.33</b>	<b>\$1,169.47</b>

Undergraduate Tuition Calculation Example:

	Florida Resident	Non-Florida Resident
Fall Semester – with individual study (20 SCH)	\$3,842.00	\$16,635.80
Spring Semester (16 SCH)	<u>\$3,073.60</u>	<u>\$13,332.64</u>
Total Annual Tuition	\$6,915.60	\$29,944.44

Note: Undergraduate tuition for students enrolled for their eighth semester contract is based on 12 SCH.

Graduate Tuition Calculation Example:

Florida Resident	Non-Florida Resident
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Total Annual Tuition (24 SCH) \$11,383.92 \$28,067.28

(b) Each student enrolled in the same undergraduate college-credit course more than twice, shall be assessed an additional \$189.76 per credit hour charge in addition to the matriculation fees outlined above for each such course.

(4) Housing Rental Rates. All housing contracts are inclusive of the Fall and Spring Terms. Rates set out below are per person. Effective for July 1, 2022, in those instances where a room classification has been modified based on this amendment, the President is hereby delegated authority to phase in the new classification room rates, based on market demand, with the goal of achieving full occupancy. This delegation of authority to the President expires effective July 1, 2025.

<b>Room Type</b>	<b>Authorized Annual <u>Rental Rate</u></b>
Triple Room (Offered at the College’s Discretion)	\$5,200
Double Room (Pei B)	\$7,000
Single Room (Letter Dorms, Palmer B) \$9,000	Studio Double (Letter Dorms) \$7,500
Preferred Single (Dort, Goldstein, Palmer B, Pei, Letter Dorms)	\$10,500
Resident Assistant, All Rooms	\$1,600

(5) Housing Room Fees Including Damage Fees:

- (a) Housing Deposit Fee .....\$100.00
- (b) Student Initiated Room Change Charge .....\$20.00
- (c) Improper, Check-in, Check-out Fee .....\$100.00
- (d) Failure to vacate room by designated checkout date..... \$200.00 plus appropriate daily rate
- (e) Unauthorized pet in room ..... \$100.00 plus cleaning
- (f) Winter Break Housing Rates ..... Daily rate of current Fall/ISP room rates
- (g) Summer School Housing Rates ..... Daily rate of current Spring room rates
- (h) Student Employee Summer Housing Rates, plus sales tax ..... 13.48-25.00/person/day
- (i) Conference Housing Rate, plus sales tax ..... \$25.00-40.00/person/day
- (j) Early Arrival Rate ..... \$150.00/person/day
- (k) Grant-Funded Housing Rate ..... Rates will be determined on a grant by grant basis
- (l) Food Service Conference Rate, plus sales tax ..... Varies, based on menu selected and quantity
- (m) Occupant Induced Fumigation ..... \$25.00-50.00 for each treatment
- (n) Lockout fee ..... \$5.00/lockout
- (o) Replacement Key (during the academic year) .....\$24.00
- (p) Replace Lock Core
  - 1. Pei/Viking/Palmer B (includes 2 replacement keys) .....\$148.00
  - 2. Dort/Goldstein (includes 4 replacement keys) .....\$196.00

- (q) Paint Room .....
    - 1. Whole room, prorated otherwise .....\$640.00
    - 2. High ceiling rooms ..... \$640.00/wall
    - 3. Extra treatment required ..... Materials plus labor
  - (r) Slats for blinds (each) .....\$15.00
  - (s) Damaged/Missing Furniture ..... Repair/Replacement Cost
    - 1. Waste Baskets .....\$25.00
    - 2. Smoke Detectors .....\$100.00
    - 3. Screens .....\$175.00
    - 4. Light Fixtures ..... \$175.00-1,000.00
    - 5. Toilet Tissue Dispensers .....\$60.00
    - 6. Robe Hooks .....\$35.00
    - 7. Closet Racks .....\$100.00
    - 8. Door Signs .....\$25.00
    - 9. Light Switch and Outlet Plates .....\$15.00
  - (t) Damaged Carpet ..... Repair/Replacement Cost, \$50.00/carpet square
  - (u) Items on Doors/Windows/Mirrors (per item removed)
    - .....\$5.00
  - (v) Extra Cleaning .....\$25.00/hour, minimum \$25.00
  - (w) Trash Removal ..... \$10.00/hour
  - (x) Carpet Cleaning ..... Cost to clean, minimum \$75.00
  - (y) Broken/Cracked Window or Door Glass ..... Materials plus labor
  - (z) Damaged Bathroom Fixtures ..... Materials plus labor
  - (aa) Room Door Damage ..... Materials plus labor
  - (bb) Graffiti/Art Removal – Cement/Brick Surfaces ..... Materials plus labor
  - (cc) Furniture Removal
    - 1. Heavy .....\$25.00/hour, \$75.00 minimum
    - 2. Light .....\$25.00/hour, \$25.00 minimum
- (6) Meal Plan Rates. All meal plan contracts are inclusive of Fall and Spring Terms.

Base Meal Plan	Fall	Spring	Total	ISP
<b>Residential</b>	<b>\$ 1,528</b>	<b>\$ 1,528</b>	<b>\$ 3,056</b>	<b>\$ 486</b>
<b>Commuter 25 Block</b>	<b>\$ 425</b>	<b>\$ 425</b>	<b>\$ 850</b>	
<b>Commuter 50 Block</b>	<b>\$ 600</b>	<b>\$ 600</b>	<b>\$ 1,200</b>	
<b>Commuter 100 Block</b>	<b>\$ 900</b>	<b>\$ 900</b>	<b>\$ 1,800</b>	

Students may increase their buying power above the mandatory base rates through the purchase of supplementary meal plans.

Fees include buying power in the dining hall and sales tax, if applicable

(7) Parking Permit Rates

<u>Type</u>	<u>Amount</u>
Staff – Annual .....	\$75.00
Staff – Semester .....	\$37.50
Student – Annual .....	\$75.00
Student – Semester .....	\$37.50
Motorcycle, Annual, motorcycle only spaces .....	\$5.00
Motorcycle, Annual, regular vehicle spaces .....	\$75.00 Monthly
Permits .....	
\$10.00	
Replacement Cost for Lost or Stolen Permits	
First Replacement: .....	\$10.00 or full permit price, whichever is less
Second Replacement: .....	\$10.00 or full permit price, whichever is less
Third Replacement: .....	Full Permit Price

(8) Parking Fines

Violation Description: .....	Amount
Unauthorized parking in disabled space .....	\$275.00
Blocking access to disabled space or ramp .....	\$275.00
Unauthorized parking in a reserved space – 1 <sup>st</sup> time .....	\$35.00
Unauthorized parking in a reserved space – 2 <sup>nd</sup> time, subsequent offenses .....	\$75.00, plus
..... immediate immobilization or tow	
Unauthorized parking in a service drive .....	\$25.00
Unauthorized parking on grass .....	\$25.00
No current permit displayed .....	\$25.00 w/ first citation dismissed
..... upon permit purchase	
Unauthorized parking in state vehicle space .....	\$30.00
Parking out of assigned area during restricted hours .....	\$30.00
Blocking traffic .....	\$30.00
Parking in a “no parking zone” or barricaded area .....	\$30.00
Unauthorized removal and/or damage to a clamp .....	\$125.00, plus replacement or repair
..... cost to device and parking privileges restricted or revoked for one year.	
Displaying a revoked, altered, lost, stolen or counterfeit permit .....	\$125.00, plus immediate
immobilization or tow and parking restricted or revoked for one year	
Blocking a ramp .....	\$75.00
Double parked or parked over the line .....	\$15.00
Overtime violation .....	\$15.00
Improper parking permit display .....	\$15.00
Parking in an angled parking space facing traffic .....	\$15.00
Late payment of violation .....	\$10.00
All bicycle parking violations .....	\$15.00

(9) Use of College Property.

(a) The President or their designee may establish fees and costs related to the licensing or use of College property, including public and non-public areas, in accordance with NCF Regulation 5-001 “Use of NCF Space.”

(b) The President or their designee shall be responsible for implementing this subsection by written policy, which shall be published on the NCF website.

(c) The President or their designee, upon good cause shown, may grant a variance or a waiver of this subsection to NCF students, faculty, and community members.

### Facility Licensing Fees

Venue licensing fees are established as follows:

#### ~~PRIVATE PARTIES AND NON-AFFILIATED USERS~~

<del>Sainer</del>	<del>\$150/hour, 2 hour minimum— 14 hour maximum</del>
<del>Isermann Gallery</del>	<del>\$150/hour, 2 hour minimum— 14 hour maximum</del>
<del>PepsiCo Arcade &amp; Forum</del>	<del>\$150/hour, 2 hour minimum— 14 hour maximum</del>
<del>Classroom (various sizes/locations)</del>	<del>\$50—\$100/hour, 2 hour minimum</del>
<del>Sudakoff—Entire Facility</del>	<del>\$150/hour, 2 hour minimum— 14 hour maximum</del>
<del>Thatched Outdoor Classroom</del>	<del>\$100/hour</del>

~~User Charges for the rental of equipment in connection with campus events will be established by the President or designee.~~

#### ~~COLLEGE HALL EVENT RENTAL USER FEES~~

~~The maximum rate for the full use of College Hall is established as \$10,000 for use of the College Hall Main Room; Patio; Music Room and Bayfront. For Affiliated users, including all graduates and affiliated not for profit organizations, the maximum rate is 5,000. The current student, employees, and recent graduates (graduated within the year) maximum rate is \$3,000. The President or designee shall establish hourly or block rates for the use of a portion of College Hall, including the Bayfront, via publication on the campus webpage, not in excess of the maximum rates, observing a 50% discount for graduates and affiliated users, and a 75% discount for current students, employees and recent graduates.~~

~~No additional charges shall be made for photo shoots when renting College Hall in full or in part. Clean up services are provided; all other services shall be provided as established pursuant to the event contract.~~

#### ~~NON-PROFIT~~

<del>Sainer</del>	<del>\$100/hour, 2 hour minimum— 14 hour maximum</del>
<del>Isermann Gallery</del>	<del>\$100/hour, 2 hour minimum— 14 hour maximum</del>
<del>PepsiCo Arcade &amp; Forum</del>	<del>\$100/hour, 2 hour minimum— 14 hour maximum</del>
<del>Classroom (various sizes/locations)</del>	<del>\$25—\$50/hour, 2 hour minimum</del>
<del>Sudakoff—Entire Facility</del>	<del>\$125/hour, 2 hour minimum— 14 hour maximum</del>

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**STUDENT, STAFF & FACULTY FEES — COLLEGE HALL, NON-WEDDING EVENTS**

The primary use of the College Hall Living Room, Music Room, and Patio is for Admissions use and scheduled Campus Events. Students, Staff and Faculty may request the use of College Hall for scheduled campus-wide events that are open to the campus community. Excluded events, including any private party use, require the payment of a fee, based on the discounted schedule published on the campus web page. Exceptions require approval of the Vice President of Finance and Administration.

The College Hall Bayfront is available to student, employees and other community members, except when reserved for private events.

(10) Material and Supply Fees including Laboratory Fees. The following fees are assessed per student per course.

(a)	Organic Chemistry .....	\$85.00
(b)	Biochemistry .....	\$135.00
(c)	Physical Chemistry .....	\$50.00
(d)	Field Ecology .....	\$20.00
(e)	Cell Biology .....	\$150.00
(f)	Organismic Biology .....	\$150.00
(g)	Toxicology Lab .....	\$35.00
(h)	Advanced Physics Lab .....	\$35.00
(i)	Optics/Laser .....	\$35.00
(j)	Drawing I .....	\$10.00
(k)	Painting I .....	\$50.00
(l)	Painting II .....	\$50.00 (m)
	Sculpture – Beginning .....	\$65.00
(n)	Sculpture– Intermediate/Advanced .....	\$75.00
(o)	Mold Making and Casting .....	\$75.00 (p)
	Woodworking .....	\$75.00
(q)	Welding .....	\$50.00
(r)	Printmaking .....	\$50.00
(s)	Time & Movement: Stop Motion Animation .....	\$50.00
(t)	Experimental Imaging .....	\$50.00
(u)	Kinetic Art .....	\$50.00
(v)	Plant Physiology .....	\$50.00
(w)	All other labs .....	\$25.00
(x)	Entomology Lab .....	\$50.00
(y)	Genetics – Part 1 & 2 .....	\$75.00
(z)	Neurobiology/Behavior .....	\$130.00
(aa)	Organic Chemistry Inquiry Lab .....	\$75.00 (bb)
	Inorganic Lab .....	\$200.00
(cc)	Analog Electronics Lab .....	\$80.00



(dd)	Thesis/Tutorial ISP .....	\$65.00
(ee)	Invertebrate Zoology .....	\$150.00
(ff)	Molecular Biology .....	\$110.00
(gg)	General Chemistry .....	\$35.00
(hh)	Fish Biology .....	\$65.00 (ii)
	Modern Physics Lab (previously in Other Labs) .....	\$50.00
(jj)	Animal Behavior Lab (previously in Other Labs) .....	\$50.00
(kk)	Intro to Biology – Techniques Laboratory .....	\$50.00
(ll)	Biology of Sharks, Skates and Rays Laboratory .....	\$115.00 (mm)
	Sensory Biology of Fishes Laboratory .....	\$40.00 (nn)
	Biology of Climate Change .....	\$50.00
(oo)	Botany Lab (previously in Other Labs) .....	\$50.00
(pp)	Coral Reef Issues .....	\$50.00
(qq)	Ecology Lab .....	\$40.00
(rr)	Foundations of Biology I (previously in Other Labs) .....	\$20.00
(ss)	Foundations of Biology II (previously in Other Labs) .....	\$20.00

(11) Special Fees, Fines and Penalties. The following special fees, fines and penalties shall be levied and collected as provided hereafter:

- (a) Application Fee – Individuals who make application for admission to the College shall pay a nonrefundable Application Fee of \$30.00.
- (b) Admissions Deposit Fee – Individuals who are accepted to the College shall pay a non-refundable admissions deposit fee of \$200.00 that shall be applied to the student’s tuition upon enrollment. If the student does not enroll, the fee shall be applied to financial aid, scholarships, financial assistance or student academic and career counseling services.
- (c) Late Registration Fee – Students who fail to initiate registration in the regular registration period shall be assessed a late Registration Fee of \$50.00.
- (d) Late Payment Fee – Students who fail to pay, or make appropriate arrangements for payment (installment payment, deferment, or third-party billing), of tuition by the deadline set by the College, which shall be no later than the end of the first week of classes, shall be assessed a Late Payment Fee of \$100.00
- (e) Late Contract Fee .....\$50.00
- (f) Returned Check Fee ..... \$25.00
- (g) Overdue Library Book – \$0.25 per book/unit, per day, to a maximum of \$10.00, non-refundable (declared lost after 40 days)
- (h) Overdue Reserve Library Book- \$0.25 per item, per hour to a maximum of \$10.00, nonrefundable
- (i) Overdue Recalled Book or Unit \$2.50 per item, per day
- (j) Lost/Damaged Book or Unit –  
  - \$100.00 or the cost to replace the lost or irreparably damaged material if greater than \$100, plus a \$5.00 non-refundable administration fee, and the amount of the overdue fine, if any
- (k) Security/Access/Identification Card
  - 1. Initial .....\$10.00
  - 2. First and Second Duplicates within an academic year if original damaged and returned ..... Free
  - 2. Third and all subsequent duplicates ..... \$15.00 (l) Overdue Laptop Computer (per hour) .....\$5.00

- (m) Lost or Damaged Laptop Computer  
(Repair/Replacement Cost not to exceed \$2,000.00 plus \$20.00 Service Charge)
- (n) Lost key – (includes cylinder charge) .....\$124.00
- (o) Equipment Damage or Loss ..... \$50.00/hr labor + repair/replacement cost
- (p) Interlibrary Loans (overdue out-of-state materials)  
At 7 days overdue: non-refundable \$10.00 overdue fine.  
At 30 days day overdue: non-refundable replacement cost, as determined by lending library
- (q) Transcript Fee .....\$10.00
- (r) Diploma Replacement Fee .....\$10.00
- (s) Failure to appear at a meeting scheduled to address student disciplinary issues or failure to follow lawful instructions of College officials .....\$10.00
- (t) Student disciplinary fines ranging from \$5.00 to \$100.00 may be assessed when a student fails to perform disciplinary measures directed by the Office of the Dean of Students. In determining the amount of an assessment, the Dean of Students or the Judicial Officer shall consider the extent to which the disciplinary measure related to activities that threatened the health and safety of others; resulted in property damage; insulted or threatened others on account of race, national origin, religion, gender, sexual orientation, gender identity, or gender expression; or was hostile or demeaning to another member of the College community.
- (u) Installment Payment Plan .....\$15.00
- (v) Library Guest Borrower Fee ..... \$75.00 (annual)
- (w) Thesis Electronic Copy Fee ..... \$25.00 + tax
- (x) Archives Duplication Fee \$ .50 per page photocopied, with a minimum charge of \$15  
\$5.00 per page scanned, with a minimum charge of \$15 \$15.00 per photograph, scanned or photocopied  
\$15.00 minimum charge for the creation of CDs/DVDs  
\$5.00 administrative processing fee  
\$4.00 mailing fee, if required (all fees plus tax)
- (y) Fitness Center Fee ..... Daily: \$2.00  
Fall or spring semester: \$50.00  
Summer: \$30.00  
Annual: \$120.00
- (z) Late Course Request Fine .....\$100.00
- (aa) Convenience Fee will be charged when paying for tuition and fees by credit cards. The charge will be equal to 2.5% of the transaction amount.

*Authority: Article IX, Sec. 7, Fla. Constitution; Fla Stat. Chapters 1001 and 1009; Florida General Appropriations Act; Fla. Board of Governors Regulations 1.001, 7.001, 7.002, and 7.005*

*History: Adopted as Emergency Regulation 2005-01 and as Emergency Rule 6C-11 ER05-01; Revised and renumbered 10-30-05; Revised 06-13-09, 06-29-10, 06-18-11, 06-16-12, 06-15-13, 05-31-14, 06-13-15, 06-11-16, 02-17-17 (technical amendment), 07-10-17, 06-06-20, 01-05-2022, 01-11-22, 06-22-22; Revised 11-19-24*

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

**Meeting Date:** November 19, 2024

**SUBJECT: Approval of Regulation Amendment – 3-5102 College Land Use Planning and Utilization Policy**

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### **PROPOSED BOARD ACTION**

Approve the amendments to New College of Florida Regulation 3-5102 College Land Use Planning and Utilization Policy.

### **BACKGROUND INFORMATION**

The proposed regulation amendment repeals Regulation 3-5102 College Land Use Planning and Utilization Policy, as land use planning is incorporated in the process for developing the Campus Master Plan.

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**Supporting Documentation Included:** Notice of Proposed Regulation Amendment 3-5102

**Facilitators/Presenters:** David Brickhouse, *Vice President, Legal Affairs & Human Resources*

**NOTICE OF PROPOSED REGULATION DEVELOPMENT**  
The New College of Florida Board of Trustees

Date: October 18, 2024

**REGULATION CHAPTER NUMBER:**

Chapter 3 – Administrative Affairs

**REGULATION NUMBER AND TITLE:**

3-5102: College Land Use Planning and Utilization Policy

**AUTHORITY:** BOG Regulation 1.001

**SUMMARY OF PROPOSED REGULATION AMENDMENT:**

3-5102: The proposed regulation amendment repeals Regulation 3-5102: College Land Use Planning and Utilization Policy, as land use planning is addressed in the campus master planning process.

**TEXT OF PROPOSED REGULATIONS:**

The full text of the proposed regulation is set out following this notice.

**NEW COLLEGE OFFICIAL INITIATING THE REGULATION:**

Christie Fitz-Patrick, Vice President for Finance and Administration

**PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:**

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, [generalcounsel@ncf.edu](mailto:generalcounsel@ncf.edu). Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

**THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW**

~~Strikethrough~~ indicates deletion; Underlining indicates addition

**NEW COLLEGE OF FLORIDA  
REGULATIONS MANUAL**

**CHAPTER 3 - Administrative Affairs**

**3-5102: Reserved. ~~College Land Use Planning and Utilization Policy~~**

~~This regulation establishes an orderly process for determining and implementing a College-wide land use and utilization policy and related procedures.~~

- ~~(1) The authority and responsibility for development of the College's formal land use plan shall rest with the Director of Facilities Planning who shall recommend through the Vice President for Finance and Administration, such plan or plans for review and approval by the Space Committee, the President, and the Board of Trustees. The Space Committee will consult with other College constituencies as appropriate.~~
- ~~(2) Upon approval by the Board of Trustees, the plan shall be adopted as the authoritative statement for College land usage. All amendments or variations to the plan will require approval by the Space Committee, the President, and the Board of Trustees.~~
  - ~~(a) The Director of Facilities Planning, through the Vice President for Finance and Administration, shall prepare and recommend to the Space Committee and the President a long range master plan for land usage. The plan may consist of a map or maps and narrative that delineates broad land uses to include dedicated areas for:
    1. Academic or educational facilities
    2. Administrative support facilities
    3. Residential facilities
    4. Student facilities
    5. Recreational/athletic facilities
    6. Restricted green space
    7. Parking and roadways
    8. Facilities for external entities~~
  - ~~(b) The Director of Facilities Planning shall review and recommend, through the Vice President for Finance and Administration, to the Space Committee and the President all requests for:
    1. Amendments or variations to the adopted land use plan.
    2. New buildings or other physical facilities which would require a dedication of College property.~~

- ~~3. Memorials, building dedication markers, outdoor signage, fencing and other fixtures which might be erected on College property.~~
  - ~~4. Modifications, additions or deletions of physical facilities or other uses which impact the dedication of College property.~~
- ~~(c) The Vice President for Finance and Administration shall review all rezoning or modification of zoning of property of interest to the College. The College has no formal authority in rezoning actions but regularly requests consideration of its recommendations regarding such actions by the appropriate governmental body.~~
- ~~(d) The Director of Facilities Planning shall review and recommend, through the Vice President for Finance and Administration, all requests for dedication and use of College land for external entities to the Space Committee and the President. These requests must meet all requirements of Florida Statutes, Board of Education and Department of Education rules and regulations and be a direct complement and of significant benefit to the academic programs and the educational mission of the College in order to receive approval.~~
- ~~(e) The above policies and procedures pertain to all College properties.~~

*Authority: Article IX, Sec. 7, Fla. Constitution; Fla. Board of Governors Regulation 1.001*

*History: Adopted 04-27-02, as Policy 3-004; Revised and renumbered 06-29-10; Revised 03-11-17 (technical amendment); Repealed 11-19-24*

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

**Meeting Date:** November 19, 2024

**SUBJECT: Approval of Regulation Amendment – 3-7001 New College of Florida Direct Support Organization**

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### **PROPOSED BOARD ACTION**

Approve the amendments to New College of Florida Regulation 3-7001 New College of Florida Direct Support Organization

### **BACKGROUND INFORMATION**

Board of Governors Regulation 9.011(2) provides that “[e]ach board of trustees shall establish by regulation conditions with which a support organization must comply in order to use university property, facilities, or personal services and such additional conditions, controls, and requirements for support organizations as each board deems appropriate to provide for budget and audit review and oversight.”

The proposed regulation amendment provides additional conditions, controls and requirements for all NCF Direct Support Organizations, consistent with those at the majority of other SUS institutions.

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**Supporting Documentation Included:** Notice of Proposed Regulation Amendment 3-7001

**Facilitators/Presenters:** David Brickhouse, *Vice President, Legal Affairs & Human Resources*

## **NOTICE OF PROPOSED REGULATION DEVELOPMENT**

The New College of Florida Board of Trustees

Date: October 18, 2024

**REGULATION CHAPTER NUMBER:**

Chapter 3 – Administrative Affairs

**REGULATION NUMBER AND TITLE:**

3-7001: New College of Florida Direct Support Organizations

**AUTHORITY:** Article IX, Sec. 7, Fla. Constitution; BOG Regulations 1.001 and 9.011; section 1004.28, Florida Statutes.

**SUMMARY OF PROPOSED REGULATION AMENDMENT:**

3-7001: NCF Direct Support Organization Regulation is being amended to provide additional conditions, controls, and requirements for University oversight of Direct Support Organizations established by the Board of Trustees.

**TEXT OF PROPOSED REGULATIONS:**

The full text of the proposed regulation is set out following this notice.

**NEW COLLEGE OFFICIAL INITIATING THE REGULATION:**

Sydney Gruters, Executive Director and Vice President of Advancement

**PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:**

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, [generalcounsel@ncf.edu](mailto:generalcounsel@ncf.edu). Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

**THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW**

~~Strikethrough~~ indicates deletion; Underlining indicates addition



**NEW COLLEGE OF FLORIDA  
REGULATIONS MANUAL**

**CHAPTER 3 – Administrative Affairs**

**3-7001 New College of Florida Direct Support Organizations**

- (1) The Board of Trustees hereby establishes the following as Direct Support Organizations, “DSO”, pursuant to Board of Governors Regulation 9.011 and 1004.28, Florida Statutes, and authorizes them to receive, hold, invest and administer property and make expenditures to or for the benefit of New College of Florida:
  - a. The New College Foundation, Incorporated.
  - b. The New College of Florida Development Corporation
  - c. The New College of Florida Property Corporation
- (2) The following thresholds are established as to when specific approval by the Board of Trustees is required for the purchase of goods and services by a DSO:
  - a. All debt as defined in the State University System Debt Management Guidelines.
  - b. All public-private partnership transactions as defined in the State University System Public- Private Partnership Guidelines.
  - c. The acquisition of real property except that approval not required for the donations of real property in support of the Foundation’s mission to secure funds to support the College.
  - d. The purchase of goods, and services, including construction or renovation of facilities in excess of \$1,000,000 requires specific approval of the Board of Trustees. All other purchases shall be in accordance with the specific adopted policies of the DSO.
- (3) University personal services used by a DSO are subject to the remuneration requirements set forth in section 1012.976, Florida Statutes.
- (4) DSOs are prohibited from using state funds for travel expenses incurred by the DSO.
- (5) DSOs are prohibited from giving, either directly, or indirectly, any gift to a political committee as defined in section 106.011, Florida Statutes, for any purpose.
- (6) The Director or Chief Executive Officer of the DSO shall report to the President of the University. The Secretary/Treasurer of the DSO shall report to the President of the University. The President of the University may remove any Officer, member of the Board of Directors or any of its committees, or other agent of a DSO when, in the President’s judgment, the interests of the DSO or the University would best be served by such action.
- (7) The operating budgets of the DSO shall be prepared at least annually, and approved by the Board of Directors and subsequently submitted to the Board of Trustees for approval. Significant changes in planned expenditures in the approved budget must be reported to the Board of Trustees as soon as practicable, but no later than the deadline established by the Board of Trustees.
- (8) Each DSO shall provide for an annual audit conducted pursuant to university regulations or policies. The annual audit report shall be submitted to the Board of Trustees for review. The audit report shall be submitted to the Board of Governors, and the Auditor General.
- (9) The Board of Trustees or designee, the Board of Governors, the Auditor General, and the Office of Program and Policy Analysis and Government Accountability may require and receive any records relative to the operation of the DSO from the organization or its independent auditors.

- (10) The DSO shall submit its federal Internal Revenue Service application for Recognition of Exemption form (Form 1023) and its federal Internal Revenue Service Return of Organization Exempt from Income Tax form (Form 990) to the university Vice President for Finance and Administration on an annual basis. Copies of such forms shall be provided by each University to the Board of Governors.
- (11) The DSO may transfer funds and provide the use of DSO property, facilities or personal services without any charge to the university; may reimburse expenditures made by the University; however, it is also authorized to charge fair-value for goods and services provided at the request of the University.
- (12) The DSO shall provide equal employment opportunities to all persons, regardless of race, color, national origin, sex, religion, age, disability, marital status, veteran status, or any other basis protected by law. Only the New College Foundation, Incorporated is authorized to have employees.
- (13) The Chair of the Board of Trustees shall appoint at least one, but no more than three, representative(s) to the New College Foundation, Incorporated Board of Directors and Executive Committee. The University President or designee shall also serve on the Board of Directors and Executive Committee at the New College Foundation, Incorporated. The Board of Trustees shall approve all appointments to the New College Foundation, Incorporated, other than the Chair's Representative(s) or the President or President's designee. The Chair's Designee may not be the University President; nor may the Chair and President appoint the same person to represent both the Chair and the President on the New College Foundation, Incorporated.
- (14) The Officers of the New College of Florida Development Corporation, in accordance with the bylaws of the Development Corporation are as follows:
  - a. The New College President, who serves as Chair and Chief Executive Officer
  - b. BOT Chair appointee
  - c. NCF Presidential appointee
  - d. Foundation Chief Executive Officer appointee (2)
  - e. Two additional Directors elected by the Development Corporation Board (Optional)
- (15) The Officers of the New College of Florida Property Corporation, in accordance with the bylaws of the Property Corporation are as follows:
  - a. BOT Chair appointee, who serves as Chair
  - b. The New College President
  - c. NCF Presidential appointee
  - d. Foundation Chief Executive Officer appointee (2)
  - e. Two additional directors elected by the Development Corporation Board (Optional)
- (16) The Board of Directors of each DSO shall ensure that the DSO's governing documents do not conflict with any policies or regulations adopted by the Board of Trustees.

*Authority: Art. IX, Sec. 7, Fla. Constitution; BOG Regulations 1.001 and 9.011; Florida Statute § 1004.28.*

*History: Adopted 06-22-22; Revised 11-19-2024*

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

**Meeting Date:** November 19, 2024

**SUBJECT: Approval of Regulation Amendment – 6-3005 Student Code of Conduct**

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### **PROPOSED BOARD ACTION**

Approve the amendments to New College of Florida Regulation 6-3005 Student Code of Conduct

### **BACKGROUND INFORMATION**

The proposed regulation amends and restates the Student Code of Conduct for New College of Florida.

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**Supporting Documentation Included:** Notice of Proposed Regulation Amendment 6-3005

**Facilitators/Presenters:** David Brickhouse, *Vice President, Legal Affairs & Human Resources*

**NOTICE OF PROPOSED REGULATION DEVELOPMENT**  
The New College of Florida Board of Trustees

Date: October 18, 2024

**REGULATION CHAPTER NUMBER:**

Chapter 6 – Student Affairs

**REGULATION NUMBER AND TITLE:**

6-3005: New College of Florida Student Code of Conduct

**AUTHORITY:** Section 1006.60, Florida Statutes; BOG Regulations 1.001 and 6.0105

**SUMMARY OF PROPOSED REGULATION AMENDMENT:**

6-3005: This proposed regulation amends and restates the Student Code of Conduct for New College of Florida.

**TEXT OF PROPOSED REGULATIONS:**

The full text of the proposed regulation is set out following this notice.

**NEW COLLEGE OFFICIAL INITIATING THE REGULATION:**

Dr. Almeda Jacks, Vice President of Student Affairs

**PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:**

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, [generalcounsel@ncf.edu](mailto:generalcounsel@ncf.edu). Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

**THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW**

~~Strikethrough~~ indicates deletion; Underlining indicates addition

NEW COLLEGE OF FLORIDA  
REGULATIONS MANUAL

CHAPTER 6 – Student Affairs

6-3005 New College of Florida Student Code of Conduct

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**INTRODUCTION**

The Student Conduct Code (further referred to as "Code") emphasizes New College of Florida’s (further referred to as "University") commitment to a campus community which exercises the responsible engagement of student freedoms. The pursuit of responsible freedom is consistent with efforts to promote civility at the University, as students balance their pursuit of excellence and exploration with consideration to the impact of behavior on themselves and others.

The Student Conduct Authority at the University embraces the University's commitment to an educational experience that provides students with an understanding of the complex moral issues inherent in human life and develops the knowledge and skills for effective and responsible participation in the world.

The University fully recognizes and values the right of all students and individuals to seek knowledge, debate ideas, form opinions, and freely express views in accordance with the expectations set forth in this Code. The University supports the principles of free speech and civil discourse outlined in the Board of Governors’ “Statement of Free Expression” (“Statement of Free Expression”, Florida Board of Governors, 2019). This right must be exercised in a manner which will not interfere with the same rights and freedoms of others in their enjoyment of the benefits of the programs offered by this University, or their lawful use of University facilities, including ingress and egress (for more information, see the University's Freedom of Expression Rights and Responsibilities regulation). Additional expectations for student organizations are outlined in the Student Organization Conduct Code and other University rules, regulations, and/or policies.

The student conduct process is designed to be educational in nature and promotes the University's mission. Being a member of the University community is a privilege, and the conduct process will determine if a student's conduct warrants modification of or restriction upon that privilege.

# **I. DEFINITIONS**

Terms specific to conduct prohibited by the Sex Discrimination and Sexual Misconduct Policy and Title IX Compliance Policy are defined in those policies.

- A. **Advisor** - Any one person, who may also be an advocate or legal representative, chosen by a respondent, complainant, or witness to provide guidance throughout the student conduct process, and who may be permitted to participate fully during a disciplinary proceeding. Individuals are highly encouraged to select an advisor with reasonable availability. The advisor serves at the individual's own expense and may present at any proceeding. An involved party may permit their advisor to directly participate in all aspects of a proceeding, including the presentation of relevant information and questioning of witnesses.
  
- B. **Allegation** - An assertion that someone has engaged in behavior that may be a violation of the Student Conduct Code.
  
- C. **Administrative Measure** - Actions taken by the University to address or remedy a behavior separate and apart from a Conduct outcome. Actions include but are not limited to holds on student accounts, No Contact Orders, and additional non conduct University Directives.
  
- D. **Administrative Panel** - A group of students in addition to faculty or staff selected and trained by Student Conduct and Community Standards who serve as a hearing body with responsibility for adjudicating student conduct cases. Students shall comprise at least one- half of the membership.
  
- E. **Consent** - Consent to sexual activity must be: knowing, intelligent, unambiguous, and voluntary. Consent is active, not passive. This means there must be clear and willing participation, through words or actions, for each sexual act.
  - I. Consent to one type of sexual activity does not imply consent to other types of sexual activity. There must be consent at every stage of the sexual encounter
  
  - II. Past consent to sexual activity does not imply consent to future sexual activity.
  
  - III. Consent can be withdrawn at any time, including in the middle of a sexual encounter, if the withdrawal of consent is clearly indicated by words or actions. Meaning any indication of unwillingness, including but not limited to the following, terminates consent.
    - a. Any verbalization of no, stop, don't; I do not want, I am not sure, that hurts, etc.
  
    - b. Ceasing participation in sexual activity (e.g. freezing, or not actively engaging), pulling away, pushing someone away, removing someone's touch from a specific area, blocking someone from touching a specific area, etc.
  
  - IV. Individuals who are not of legal age, are incapacitated, or are forced cannot give consent to sex (no matter what they say or do); see definition of incapacitation.
  
  - V. Consent cannot be obtained by force. Force includes the use of coercion, intimidation,

physical violence, and/or threats.

- a. Coercion. Using an unreasonable amount of pressure, including alcohol or drugs, to have sexual contact with someone. Coercion is more than an effort to persuade, entice, or attract another person to have sexual contact. When a person makes clear a decision not to participate in a particular sexual activity, continued pressure can be coercive. In evaluating whether coercion was used, the University will consider frequency of the application; intensity; duration of the pressure and the degree of isolation imposed upon the individual being pressured.
- b. Intimidation. An implied threat that menaces or causes reasonable fear in another person. A person's size alone does not constitute intimidation; however, it may be a contributing factor (e.g., blocking access to an exit.)
- c. Physical violence. Use of physical violence and/or imposing on someone physically to control and engage in sexual contact or intercourse. Physical violence includes but is not limited to hitting, punching, slapping, kicking, restraining, choking, and brandishing or using any weapon.
- d. Threats. Words or actions that would compel a reasonable person to engage in unwanted sexual activity. Examples include threats to harm a person physically, to reveal private information to harm a person's reputation, or to cause a person academic or economic harm.

F. **Incapacitation** - A state where a person cannot make knowing, intelligent, unambiguous, and voluntary decisions and therefore cannot give consent (e.g. cannot understand the who, what, when, where, why, or how of the sexual interaction). An individual can be incapacitated by voluntary or involuntary use of drugs (legal, illegal, or prescription) or alcohol, illness, mental impairment/disability, or by a state of being asleep or unconscious.

I. Incapacitation is a state beyond drunkenness or intoxication. The impact of drug and alcohol use varies from person to person. Whether an individual was incapacitated by substance use will be assessed by the totality of the information. Relevant factors include but are not limited to: stumbling or otherwise exhibited loss of equilibrium; slurred speech or word confusion; combativeness or emotional volatility; vomiting; incontinence; being disoriented or confused as to time, place, etc.; and/or loss of consciousness. In matters of accountability/culpability, the University will consider whether a Respondent knew or should have known that the Complainant was incapacitated. However, the use of drugs or alcohol by the person initiating the sexual activity is not an excuse for failing to obtain consent.

II. Legal age. The legal age of consent in Florida is 18; however, this Policy recognizes exceptions as defined by section 794.05, Florida Statutes. Legal age of consent may differ in various jurisdictions.

G. **Day** - Any weekday Monday through Friday in which the University is in operation. This includes days when the University is in operation, but classes are not in session.



- H. **Hearing** - Any informal or formal disciplinary proceeding, conducted by a hearing body in accordance with the Code, following which determinations on responsibility and/or outcomes are made with regard to alleged Code violations and outcomes are assigned as appropriate. Alternative resolutions, restorative resolutions, information sessions, investigation meetings, or other meetings conducted by the University are not considered to be a disciplinary proceeding.
- I. **Hearing Body** - Any person or persons authorized by the Code to conduct hearings, to make a finding of whether a student has violated the Code, and recommend or assign outcomes as appropriate.
- J. **On-Campus** - All land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University, including adjacent streets, sidewalks, and parking lots. See also the definition of "University" below.
- K. **Policy** – The written statements governing the University as found in, but not limited to, the State of Florida Board of Governors regulations, the University's Board of Trustees regulations, policies adopted by the President or Vice Presidents, the Student Conduct Code, the Undergraduate Catalog, the Graduate Catalog, the University Housing Guide to Residence Living, the Anti-Sexual Misconduct Policy, the Title IX Compliance Policy, and other written requirements of departments, organizations, and clubs.
- L. **Preponderance of the Information** - The standard of evidence upon which a determination of "responsible" or "not responsible" is made and is used in adjudicating all hearings under this Code. It means that the information, as a whole, demonstrates it is more likely than not that the fact sought to be proved is true. The individual bearing the burden of proof must present evidence/information which is more credible and convincing than that presented by the other individual or which shows that the fact to be proven is more probable than not.
- M. **Complainant** - Any individual who is alleged to be the victim of conduct that could constitute one or more violation(s) of the Code. The complainant is the individual who is affected and files a report or formal complaint or on whose behalf a report or formal complaint is filed.
- N. **Non-Sexual Consent** - As related to alleged violations of the Code that do not involve sex discrimination or sexual misconduct, consent is the voluntary, informed, and freely given agreement, through words and/or actions, to participate in mutually agreed upon behavior or activity.
- O. **Respondent** - A student who has been reported to be the perpetrator of conduct that could constitute one or more violation(s) of the Code.
- P. **Report** - Information submitted to a Student Conduct Authority alleging conduct that could constitute one or more violation(s) of the Code.
- Q. **Formal Complaint** - Information from a complainant or a University official alleging conduct that could constitute one or more violation(s) of the Code by a respondent.
- R. **Student** - Any individual meeting one or more of the criteria below. The term applies to all

campuses, sites, locations and delivery methods of credit-bearing course offerings.

- I. Admitted. Any person, regardless of academic career, who is admitted to the University and accepts an offer of admission to participate in any University program, course, or activity leading to enrollment, including but not limited to online or in-person orientation, graduate student orientation, teaching assistant orientation, or workshops.
- II. Enrolled. Enrolled in any credit-bearing course or program offered by New College of Florida at the time any alleged violation(s) occurred.
- III. Active student. Any person who has been enrolled at the University and continues to be associated with the University in order to complete the course or program in which the student was enrolled. "Active" status is determined by academic policy and is enforced by the Registrar's Office. This can include periods of non-enrollment during which the student is still eligible to enroll in classes. The term also includes any student who has been issued an Interim Health and Safety Action (IHSA) pending the outcome of a student conduct proceeding.
- IV. Dual enrollment. Any student enrolled in a credit-bearing course on a dual-enrollment basis. Jurisdiction over a dual-enrollment student's conduct will be determined in consultation with appropriate officials at the student's home institution.
- S. **Student Conduct Authority** - An individual or administrative unit whose administrative duties include the administration of the student conduct process, including formal or informal action. Please see the section on "Authority" for more information. This definition includes, but is not limited to, the Office of the Vice President for Student Affairs, the Department of Student Conduct and Community Standards, and International Programs or their successors.
- T. **University** – New College of Florida, each of the programs and activities under its control, and all property owned, leased, used, or controlled by the University, including all campuses, study centers, facilities, and University International Programs' locations and property.
- U. **University Community** - Any person who is a student, faculty member, University official, visitor, contractor, volunteer, representative of the University, or any person employed by the University.
- V. **University Official** - Any person assigned to engage in teaching, research, administrative, professional, or other responsibilities while acting within the scope of their employment, appointment, or volunteer role with the University.
- W. **Student Conduct Board** - A group of currently enrolled students in good conduct standing selected and trained by the Department of Student Conduct and Community Standards to adjudicate student conduct cases as a hearing body excluding cases of alleged violations of the Anti-Sexual Misconduct Policy or Title IX Compliance Policy and cases that may result in a respondent's separation from the University.
- X. **Single Hearing Administrator** - Any University Official designated and trained by a Student Conduct Authority to facilitate meetings or information sessions and administer alternative

resolutions, or to serve as the hearing body for informal or formal hearings.

- Y. **Student Organization** - An organization that has been approved by the Vice President for Student Affairs or designee, to function at the University. Further stipulations regarding recognition are outlined in University regulations relating to Student Organizations and Activities. For purposes of the Code, the term "student organization" also refers to a student group which is defined as any number of persons who are associated with the University and each other, but who have not registered, or are not required to register, as a student organization that conducts business or participates in University-related activities. This includes, but is not limited to, student organizations that are no longer recognized by the University and/or (inter)national organization.
- Z. **Law Enforcement Statement** - A sworn statement or report by a duly authorized law enforcement officer that may be relied upon by a hearing body in a student conduct proceeding.
- AA. **University Official Report** - A narrative or document prepared by a University employee in the course of their employment that provides information about an incident. Examples include, but are not limited to, Office of Title IX and Civil Rights Compliance ("Office of Title IX") investigation reports and University Housing Incident Reports.
- BB. **Witness Statement** - A narrative or document that is not part of a law enforcement statement or university official report and that is prepared and submitted as a part of the reporting of an incident or in lieu of a witness's live appearance at a conduct proceeding, which provides the information that the witness has regarding an alleged violation of the Code.
- DD. **Informal Resolution** - The process by which a student may accept responsibility and outcomes for an alleged violation of the Student Conduct Code. This resolution is noted as a finding of responsibility and results in a student conduct record for the respondent.
- EE. **Notice** - Notice is considered given to a student when it is sent to the student's official University email address, is hand-delivered to the student or current residence, or upon the University's receipt of a certified mail return receipt when communication is sent to the local address on file with the Office of the University Registrar or to the permanent address on file if a local address has not been provided.
- FF. **University Program or Activity** - Locations, events, or circumstances over which the University exercised substantial control over both the respondent and the context in which the conduct occurs, and also includes any building owned or controlled by a student organization that is recognized by the University. A program or activity may include events, programs, and circumstances that occur in person, on a virtual platform, or via electronic communication or publication including but not limited to phone, email, text, or social media.

## **II. AUTHORITY**

- A. **Authority for student conduct ultimately rests with the New College of Florida Board of Trustees which has delegated such authority to the President of New College of Florida (hereinafter "President"). The Board further assigns authority through this Code, a Board Regulation. The President has delegated direct authority to the Vice President for Student Affairs (hereinafter "Vice President"). The Vice President delegates this authority to the Dean of Students and to the Director**

of University Housing. Under the direction of the Dean of Students and the Director of University Housing, the Associate Dean(s) of Students/Director of the Office of Student Conduct and Community Standards, the Assistant Dean(s) of Students, directors/program leaders of International Programs, and appropriate University Housing staff are responsible for implementing the student conduct system. Implementation includes, but is not limited to, selection and training of hearing bodies.

- B. The President, Vice President, Dean of Students, Director of University Housing or their designees, or directors/program leaders in International Programs or their designees may take direct jurisdiction of any case when it is determined by the immediate circumstances that taking direct jurisdiction is in the best interest of the University.
- C. The President, Vice President, and Dean of Students or designee have the authority to designate individuals internal or external to the University as advisors or hearing or appellate officers, when appropriate.
- D. All hearing bodies have the authority to consult with other appropriate University officials in order to effectively resolve a student conduct case.
- E. The initial decision or recommendation of a hearing body is considered a hearing decision. If a hearing decision is not appealed as provided within the Code, the hearing decision becomes final agency action.
- F. The authority of appellate officers is further enumerated in the Code section on "Appeal Procedures." Appellate decisions are considered recommendations to the Vice President or designee and become final agency action upon approval by the Vice President or designee.
- G. Any reference in the Code to the role or responsibilities of a specific University official may be delegated by the University official to an appropriate designee.

### **III. SCOPE**

New College of Florida may address the alleged misconduct of any student as specified in the "Violations" section of this Code pursuant to the following:

- A. In any proceeding to determine whether a student has violated the Code, the University will apply the substantive Code provisions defining conduct violations that are in effect on the date the alleged conduct occurred. The University will apply the procedural standards, outlined in section VI. "Procedural Standards", that are in effect at the time the student is provided notice of the specific allegation(s) of code, regulation, or other policy violations, regardless of the date of the alleged violation.
- B. The Code will apply to student conduct that occurs on University premises, at University-sponsored activities and off-campus as determined by the Student Conduct Authority. Factors that will be considered when determining whether to address off campus conduct include, but are not limited to, whether the incident is documented by a verifiable source, adversely affects the University community, occurs at a University program or activity, or endangers the health or safety of a student or others.

- C. The Code applies to the University as defined in this Code. Non-substantive procedural modifications that reflect the particular circumstances of each campus or international program are permitted as approved by the Student Conduct Authority.
- D. The Code includes procedural standards that apply specifically to the resolution of violations of the Student Conduct Code that are not encompassed under Sexual Harassment as defined in, or that fall outside of the jurisdiction of the Title IX Compliance Policy. The University reserves the authority to determine what level of procedural standards will apply to a report or formal complaint and whether application of the appropriate procedural standards should change based on new or evolving information regarding a specific case. The University may, in its discretion, address conduct that has been dismissed during or as a result of the Title IX investigation process if the conduct or circumstances fall outside of the jurisdiction of the Title IX Compliance Policy but would fall within the other jurisdictions and provisions of the Code.
- E. Student conduct proceedings may be initiated for alleged conduct that potentially violates both law and University policy without regard to the pendency of civil or criminal litigation in court or criminal arrest and prosecution. Proceedings under these procedural standards may be carried out prior to, concurrently with, or following civil or criminal proceedings at the discretion of the Student Conduct Authority. Determinations made or outcomes imposed will not be subject to change because criminal charges or civil complaints arising out of the same facts giving rise to violation of University policy were dismissed, reduced, or resolved in favor of the respondent.
- F. The University may adopt the finding of fact in a criminal or civil proceeding with a similar or higher standard of proof and conduct an outcomes-only proceeding if appropriate.
- G. The University has up to 180 calendar days to resolve an alleged violation(s) of the Code with a respondent upon receipt of a report of a possible violation that includes enough substantive information to conduct an investigation by the Student Conduct Authority or upon receipt of an investigation report from the Office of Title IX. However, the University has discretion to extend this time period if deemed necessary to perform a thorough investigation, preserve fundamental due process, or due to other extraordinary circumstances.
- H. The University may restrict a student's contact with specified individuals when determined appropriate based on the facts or information and circumstances of each unique incident. The Student Conduct Authority can administratively issue such a restriction to any individuals involved in a conflict or incident, regardless of whether a determination of alleged violations has been made. Such restrictions are valid and enforceable only with respect to individuals who are students at the University.
- I. The University may determine what University personnel have an educational need-to-know regarding the status and/or outcome of conduct processes and to provide notice to relevant University personnel as determined by the Student Conduct Authority.

#### **IV. AMNESTY**

- A. An element of promoting safety is providing clear, responsible methods of reporting and addressing incidents of misconduct. Therefore, in order to remove potential barriers to reporting, the Student Conduct Authority, may in its discretion, not charge a complainant with a violation for conduct originating from the same incident if reported by that student in good faith to a University official, or otherwise discovered in investigation.
- B. The University's highest priority is the physical and mental health and safety of students and members of the University community. Therefore, no student seeking assistance for themselves or others as a result of a hazing incident, sexual misconduct, intoxication, or medical emergency from alcohol or other drugs will be charged with violation of the alcohol, controlled substances, and illegal drug or hazing provisions of the Code if:
  - 1. The student calls local or University law enforcement or medical assistance;
  - 2. The student cooperates fully with University, law enforcement, and medical personnel as applicable; and
  - 3. The student remains at the scene with the person in need until assistance has arrived.
- C. The University recognizes that during times of a public health emergency as declared by local, state, or national authorities the priority of gathering information regarding contact and exposure to contagion may be greater than resolution of a violation of the Student Conduct Code. Therefore, the University has discretion over whether a student will be charged with a violation of the Student Conduct Code if information is a result of providing important contact tracing information to University or public health officials.

## **V. VIOLATIONS**

Each student is expected to abide by these rules of conduct and to be accountable for their behavior. Lack of familiarity with the Code is not a justification for violating any provision of this Code. Unless specifically noted, intent is not a required element to establish a Code violation. Intoxication or impairment from alcohol, drugs, or other substances is not a justification for violating any provision of this Code. These rules of conduct should be read broadly and are not designed to define prohibited acts in exhaustive terms. See Title IX Compliance Policy violations.

### **A. Sex Discrimination and Sexual Misconduct**

#### **1. Sex/Gender-based Discrimination**

- a. Disparate treatment toward a person based on sex, gender, sexual orientation, gender identity, or gender expression which adversely impacts academic, employment, or other decisions related to University programs and activities.
- b. Maintaining seemingly neutral policies, practices, or requirements that have a disparate impact on academic or employment opportunities without a valid academic or business reason.

2. Sex/Gender-based Harassment. Conduct toward a person based on sex, gender, sexual orientation, gender identity, or gender expression that is so severe, pervasive, and objectively offensive that it creates a hostile work or educational environment for the person; and
  - a. Unreasonably denies, interferes with, or limits an individual's ability to participate in or benefit from University programs, opportunities, or activities; or
  - b. Alters the terms, conditions, or privileges of the person's University employment.

The totality of the circumstances will be considered in determining whether conduct is harassment, including frequency of the conduct, its severity, whether it is physically threatening or humiliating, or merely offensive. These circumstances are considered from both subjective and objective viewpoints, considering not only the effect the conduct had on the person, but also the impact it likely would have had on a reasonable person in the same situation. Repeated incidents, where each would not, on its own, constitute harassment, may collectively constitute harassment. Harassment may also be found in a single severe incident, as well as a pattern of behavior.

3. Sexual Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature when:
  - a. Submission to such conduct is made an explicit or implicit term or condition of employment, academic status, receipt of University services, or participation in University programs or activities, or submission to or rejection of such conduct is used as a factor in, or the basis for, an academic or employment decision; or
  - b. The conduct is so severe, pervasive, and objectively offensive that it creates a hostile work or educational environment for the person; and
    - i. Unreasonably denies, interferes with, or limits an individual's ability to participate in or benefit from University programs, opportunities, or activities; or
    - ii. Alters the terms, conditions, or privileges of the person's University employment.

The totality of the circumstances will be considered in determining whether conduct is harassment, including frequency of the conduct, its severity, whether it is physically threatening or humiliating, or merely offensive. These circumstances are considered from both subjective and objective viewpoints, considering not only the effect the conduct actually had on the person, but also the impact it likely would have had on a reasonable person in the same situation. Repeated incidents, where each would not, on its own, constitute sexual harassment, may collectively constitute sexual harassment.

- c. Sexual Harassment may also be found in a single severe incident, as well as a pattern of behavior. Examples of behavior that could constitute sexual harassment when it meets the standard set forth above include, but are not limited to:
  - i. Verbal Conduct: sexual teasing, sexual jokes, sexual innuendoes, sexual remarks about a person's body or sexual attractiveness, unwelcome demands for sexual favors, continuing unwelcome sexual advances or flirting, and sexual

whistling (cat-calling).

- ii. Non-Verbal Conduct: staring at someone's sexual body parts (breasts, buttocks, groin), sexual gestures, and inappropriate display of sexual graffiti, posters, pictures, cartoons, drawings, emails, texts, body parts, or objects.
  - iii. Physical Conduct: unwelcome touching of another's body, not otherwise defined by Non-Consensual Sexual Intercourse or Non-Consensual Sexual Contact, such as massaging, patting, hugging, rubbing, etc.
4. Sexual Violence. Includes any sexual act performed without the consent of the Complainant (or when the Complainant is unable to give consent), whether referred to as sexual violence, rape, sexual battery, or sexual assault. For purposes of this policy, sexual violence includes:
  - a. Non-Consensual Sexual Contact. Any unwelcome, intentional contact of a sexual nature either under or over clothing, without consent with a person's breasts, buttocks, groin, genitals, mouth, or other intimate parts. This includes: touching of any of these intimate body parts; touching another with any of these body parts; forcing a person to touch you, or themselves, or another with any of these body parts; or any other intentional bodily contact in a sexual manner with any other body part.
  - b. Non-Consensual Sexual Intercourse. Any vaginal or anal penetration by a penis, tongue, finger, or object, or any mouth to genital contact, no matter how slight the penetration or contact, without consent.
5. Dating/Domestic Violence (Intimate Partner Violence). Is a single severe incident or pattern of abusive behavior in a relationship that is used by one partner to maintain power and control over another current or former intimate partner. Dating/Domestic violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person. This includes but is not limited to any behavior that intimidates, manipulates, humiliates, isolates, frightens, terrorizes, coerces, threatens, hurts, inures, wounds someone, prevents an individual from doing what they wish, or forces them to behave in ways they do not want, or property damage. It can also include abuse through the use of technology.
  - a. Dating Violence. Violence between an individual who is or recently has been in a continuing and significant relationship of a romantic or sexual nature and the other party. The existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship.
  - b. Domestic Violence. Violence between family or household members. Family/household members are, or are similarly situated to, spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and person who are legal guardians of a child in common regardless of whether they have been married.



With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Dating/Domestic Violence also includes assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal violation.

6. Stalking. Engaging in a course of conduct (i.e. more than one act) directed at a specific person which would cause a reasonable person (under similar circumstances and with similar identities to the Affected Individual), to fear for the person's safety or the safety of others; or suffer substantial emotional distress. Acts that together constitute stalking may be direct actions or may be communicated by a third party, and can include, but are not limited to, threats of harm to self, another, or property; pursuing or following; non-consensual communication by any means; unwanted gifts; trespassing; and surveillance or other related types of observation. Stalking also includes cyber-stalking through electronic means including electronic mail, social media, cell phones, text messages, other communication applications, or the internet.
7. Sexual Exploitation. Any act where one person violates the sexual privacy of another or takes unjust or abusive sexual advantage of another without their consent for their own benefit or for the benefit of anyone other than the person being exploited. Sexual exploitation includes but is not limited to:
  - a. Causing or attempting to cause the incapacitation of another person for the purpose of gaining sexual advantage;
  - b. Prostituting another person (i.e., personally gaining money, privilege or power from the sexual activities of another) or sex trafficking;
  - c. Where there is a reasonable expectation of privacy, or without consent, the videotaping photographing or audio-recording of intimate, nude or sexual activity and/or distribution of these materials via media such as, but not limited to, the internet and other electronic/digital media;
  - d. Exceeding the boundaries of consent. Including but not limited to: deviation from the agreed upon sexual contact with regards to use of a birth control method/option or other medication for prevention of pregnancy and sexually transmitted disease/infection transmission; knowingly exposing another to a sexually transmitted disease/infection without their knowledge or consent; or other omissions or falsifications that would imminently endanger the health or safety of the other party.
  - e. Engaging in indecent exposure (i.e. intentionally exposing one's genitals in public, or via electronic communication) with the intention of alarming, distressing, and/or offending others.
  - f. Soliciting a minor, or creation, possession, transmission, or distribution of child pornography.

- g. Voyeurism, such as, watching a person undressing, using the bathroom, or engaging in sexual acts without the consent of the person being observed.
- 8. Retaliation. Any creation of a hostile environment or adverse action threatened or taken against an individual because they: make a report pursuant to this Policy; assist another person in making a report; participate in the investigation or resolution of such a report; in good faith and in a reasonable manner opposes conduct that they believe constitutes a violation of this Policy. An individual filing a good faith complaint, in and of itself is not retaliatory.
- 9. Complicity. Engaging in any action or behavior with the intent of aiding, facilitating, promoting, or encouraging the commission of an act of sexual misconduct.

#### B. Endangerment

- 1. Use of physical violence or unwelcome force against a person or the property of any person or group.
- 2. Action(s) that imminently endanger the health, or safety of another person or group.
- 3. Interference with the freedom of another person to move about in a lawful manner by force, threat, intimidation, or other means without consent.
- 4. Intentionally or negligently inserts or causes ingestion of a foreign substance into the body of another person without their consent. This includes, but is not limited to, drugs and substances not meant for human consumption.
- 5. Action(s) that endanger the health, safety, or well-being of an animal. This includes, but is not limited to, intentionally or unintentionally torturing or in a cruel manner killing or causing serious bodily injury to an animal; failing to provide necessary food, water, or care for an animal; unreasonably abandoning an animal in the student's custody; transporting or confining an animal in a cruel manner; causing one animal to fight with another animal; or inappropriately overworking an animal. This provision does not prohibit any activity conducted as part of an approved academic or research program within the University.

#### C. Harassment

- 1. Conduct, not of a sexual nature, including any gesture, written, verbal or physical act, or any electronic communication (includes text messages and postings on web-sites or social media), that places a person in reasonable fear of harm to their person or damage to their property, infringes upon rights of personal privacy, has the effect of substantially interfering with a reasonable person's academic performance or ability to participate in opportunities or benefits provided by the University, or has the effect of substantially interfering with the orderly operation of the University.
- 2. Stalking, not of a sexual nature, defined as a course of conduct (i.e. more than one act) directed

at a specific individual which would cause a reasonable person to experience substantial emotional distress, or to fear for their safety or the safety of another.

D. Invasion of Privacy

1. Unauthorized intrusion upon a person's private property or communications.
2. Unauthorized appropriation and/or use of someone's identifying or personal data or documents.
3. Using electronic or other means to make a video or photographic record of any person where there is a reasonable expectation of privacy without the person's consent. This includes, but is not limited to, taking video or photographic images in shower /locker rooms, residence hall rooms, private bedrooms, and restrooms. The sharing and/or distributing of such unauthorized records by any means is also prohibited. This section is not intended to restrict recordings of those expressive activities protected under s.1004.097, F.S. or other specific provisions of law.
4. Using electronic or other means to make an oral record of any person where there is a reasonable expectation of privacy without the person's consent. Such oral communications include, but are not limited to, recordings made using any device and any wire, oral, or electronic communication.

E. Hazing

1. Any individual action or situation, which occurs on or off University property, that intentionally, recklessly, or negligently endangers the mental or physical health or safety of a student for purposes including, but not limited to, initiation or admission into or affiliation with any University student organization or other group whether officially recognized by the University, or the perpetuation or furtherance of a tradition or ritual of any such student organization or group. Hazing includes, but is not limited to:
  - a. brutality of a physical nature, such as whipping, beating, branding, exposure to the elements, forced consumption of food, liquor, drug, or other substance;
  - b. subjecting a person to extreme mental stress, such as sleep deprivation, forced exclusion from social contact, forced conduct that could result in extreme embarrassment, or other forced activity that could adversely affect the mental health or dignity of a reasonable person;
  - c. pressuring or coercing a person into violating local, state, federal law and/or University policy;
  - d. interfering with or impeding a person's academic pursuits, employment, religious observances, or affiliation with other individuals, groups, or activities;  
or

- e. otherwise infringing upon a person's personal or property rights or substantially interfering with a reasonable person's ability to participate in or benefit from the services, activities, or privileges provided by the University.

Hazing does not include customary athletic events or other similar contests or competitions or any activity or conduct that furthers a legal and legitimate objective.

2. Soliciting another or aiding or assisting another to engage in any act of hazing as defined in this Code, or active involvement in the planning of such action.
3. Observing or participating in any conduct defined as hazing pursuant to the Code by a member of the student organization or group who is not themselves a complainant, without reporting the incident to a University official.

The following circumstances do not constitute a defense to allegations of hazing:

- a. the consent of the victim had been obtained;
- b. the conduct or activity that resulted in the death or injury of a person was not part of any official organizational event or otherwise sanctioned or approved by the student organization or group; or
- c. the conduct or activity that resulted in the death or injury of a person was not done as a condition of membership into a student organization or group.

BOG 6.021, and Section 1006.63, Florida Statutes are considered part of this Code and incorporated as applicable.

#### F. Weapons and Dangerous Substances

1. On-campus possession or use of firearms, destructive devices, or other dangerous articles or substances not permitted under state or federal law, including but not limited to non-lethal weapons such as pellet guns, B.B. guns, paintball markers, slingshots, crossbows, Tasers, archery equipment, or any dangerous chemical or biological agent. This section shall not apply to:
  - a. any law enforcement officer who is a student or to any student ROTC member acting under the supervision of an ROTC unit in a manner proscribed by military regulations of the United States Government; or
  - b. any student whose possession of a weapon as described above is approved by the New College Police Department for a bona fide educational purpose; or
  - c. a concealed firearm or other weapon kept for lawful purposes with or without a license by persons 18 years or older within the interior of a private vehicle, provided that such a firearm is not carried on the person and provided that a firearm or other weapon must be kept securely encased or otherwise not readily accessible for use, consistent with section 790.25(4), Florida Statutes; or
  - d. a student in possession of a stun gun or non-lethal electric weapon or device designed

solely for defensive purposes and which weapon does not fire a dart or projectile as provided in Section 790.06(13), Florida Statutes; or

- e. Pepper spray/mace for the purpose of personal protection where permitted by local, state, or federal law.
2. On-campus possession or use of unauthorized knives. Bladed instruments or objects with longer than a four-inch blade are prohibited and include, but are not limited to, swords, hunting knives, daggers, dirks, stiletto knives, machetes, axes, and hatchets are not permitted. This also includes items that may be considered decorative in manner, such as sword-canes, ornamental daggers, and swords.
  - a. Culinary knives used in designated areas for their intended purpose and common pocket knives with blades of less than four inches are permitted
3. On-campus possession or use of fireworks, sparklers, and any item designed with the primary intention of exploding, including but not limited to: firecrackers, skyrockets, rockets, roman candles, and cherry bombs.
4. Off-campus, unlawful, or unauthorized possession or use of firearms, explosives, or other weapons or dangerous articles or substances in violation of state or federal law.

This section is authorized by Section 790.115, Florida Statutes. In accordance with Section 790.33, Florida Statutes, nothing in this section is intended to prohibit or regulate the lawful possession of a weapon or firearm as defined in Section 790.001, Florida Statutes, except as permitted by law.

#### G. Fire and Safety

1. Inappropriate activation of any emergency warning equipment or the false reporting of any emergency.
2. Unauthorized possession, or removal of, damage to, or tampering with fire, safety, or other emergency warning equipment.
3. Failure to evacuate a University building or facility within a reasonable amount of time after a fire alarm is sounded.
4. Setting or attempting to set any unauthorized fire or creating a safety hazard.
5. Obstructing the egress of an emergency exit or leaving exit, fire, and/or smoke doors propped open, or entering or exiting buildings through emergency-only doors or egresses during non-emergencies.
6. Presence on the roofs of University buildings, fire escapes, ledges, service elevators, balconies, and other areas that are designated as closed or where access is prohibited.
7. Unauthorized on-campus use of any remote-controlled aircraft or vehicle (i.e., drones) or

failure to comply with established guidelines for authorized use of remote-controlled aircraft on or off-campus.

#### H. Alcohol, Tobacco, Controlled Substances, and Illegal Drugs

1. Unlawful possession, purchase or attempted purchase, misuse, or misappropriation of controlled substances, including prescription medication.
2. Possession, purchase or attempted purchase, or use of illegal drugs.
3. Actual or intended distribution, delivery, manufacture, or sale of illegal drugs or controlled substances.
4. Possession or use of drug paraphernalia.
5. Students must comply with all federal, state, and local laws pertaining to alcohol and tobacco. No person under the legal age may possess, purchase, attempt to purchase, consume, be under the influence of, distribute, sell, provide, or be provided alcoholic beverages or tobacco products.
6. Control or operation of a wheeled conveyance while under the influence of alcohol or any controlled substances or illegal drugs.
7. Disrupting the campus or off-campus community or engaging in any law or policy violation while under the influence of alcohol, mind-altering substances, controlled substances, or illegal drug.
8. Hosting by owners, residents, or others in control of the event or property where the underage consumption of alcohol, illegal use of controlled substances, or illegal drug use occurs, including in a residence hall room, residence hall common area, or any space that is occupied by, under the control of, or reserved for the use of a student or student organization.
9. Any other violation of the Regulation 6-3004 Alcohol and Other Drugs.

#### I. Disruption and Obstruction

1. Failure to comply with the lawful order or reasonable request of an identified University official, any non-University law enforcement official, any non-University emergency responder, or any protective order.
2. Providing false or misleading information to a University official, law enforcement official, paramedics, or other medical staff. This may include allowing an advisor, advocate, or legal representative to submit false or misleading information on behalf of the student.
3. Commercial solicitation on campus without prior written approval from appropriate University officials.

4. Acts that disrupt the University student conduct process or other University investigation, adjudication, or resolution process. Examples may include but are not limited to: attempting to coerce or influence a person regarding the reporting of a student conduct violation or a person's participation in any student conduct proceeding; avoiding or impeding communication in regard to a conduct proceeding; or actively disrupting a meeting or proceeding.
5. Urination or defecation in a space not designated for such use.
6. The unauthorized sale or attempted sale of University provided resources or facilities, including but not limited to University-issued student tickets, seats in a class, etc.
7. Any disruption of normal University operations caused by a student's guest or animal.
8. Behavior which disrupts or obstructs student learning, instruction, research, administrative or other University operations or previously scheduled or reserved on- campus activities.
9. Obstruction of free flow of pedestrian or vehicular traffic.
10. Unreasonable disruption of peace, academic study, or sleep of others on or off campus.
11. Retaliation against another for making a report of conduct that may be in violation of this Code or other University policy, or for participating in an investigation, process, or hearing. Making a report that is not made in good faith may be considered retaliation. See the Title IX Compliance Policy or Anti-Sexual Misconduct Policy for prohibited conduct defined as retaliation in that policy.
12. Interfering or attempting to interfere with an individual's attempt to contact law enforcement, emergency responders, or other form of aid.

J. Falsification and Misrepresentation

1. Engaging in the falsifications or misrepresentation of identity, including but not limited to:
  - a. Possession, ownership, or use of false identification or another person's identification.
  - b. Impersonating or misrepresenting the authority to act on behalf of another individual, organization, group, or the University.
  - c. Manufacture, distribution, delivery, sale, or purchase of false identification.
  - d. Permitting another person to use any form of the student's identification.
2. Forgery, alteration, unauthorized duplication, or misuse of identification, documents, communications, event tickets, records, keys, or access codes.
3. Falsifying, or being party to the falsification of, any official identification card, record

(including oral or written communication), or document. This includes providing false information in report, investigation, or University conduct resolution meeting or proceeding.

#### K. Property

1. Defacement, damage, or destruction of property.
2. Theft, defined as removing, relocating, or using the property or services of another person, off- campus entity, or of the University.
3. Receipt, possession, sale, or purchase of property or services that are known or reasonably should have been known to have been stolen or obtained through unlawful means.
4. Entering or using the property or facilities of another person(s) or entity without consent or authorization or refusing to depart when directed by a university official.

Willfully entering a restroom or changing facility designated for the opposite sex on campus, and refusing to depart when directed by a university official with the exception of the following circumstances:

- a. to accompany a person of the opposite sex for the purpose of assisting or chaperoning a child under the age of 12, an elderly person, or a person with a disability or developmental disability;
- b. For law enforcement or governmental regulatory purposes;
- c. For the purpose of rendering emergency medical assistance or to intervene in any other emergency situation where the health or safety of another person is at risk;
- d. For custodial, maintenance, or inspection purposes, provided that the restroom or changing facility is not in use; or
- e. If the appropriate designated restroom or changing facility is out of order or under repair and the restroom or changing facility designated for the opposite sex contains no person of the opposite sex.

For purposes of this violation only, “sex” is defined as under the provisions of section 553.865, Florida Statutes.

#### L. Computers

1. Unauthorized access or entry into a computer, computer system, network, database account, software, or data.
2. Unauthorized alteration of computer equipment, software, network, or data.
3. Unauthorized downloading, copying, or distribution of computer software or data.
4. Any other act that violates Florida law or the University’s policies and regulations for use of campus computer and network resources.

#### M. Gambling

1. Engaging in or offering games of chance for money, property, goods, services, or other gain in



violation of Florida law.

N. Other Violations

1. Violation of federal or state law, local ordinance, or laws of other national jurisdictions.
2. Violation of any Florida Board of Governors Regulation.
3. Aiding, abetting, furthering, conspiring, soliciting, inciting, or attempting to commit any other violation of University policy, federal law, state law, local ordinance, or laws of other national jurisdictions.
4. Violation of any other University regulation or policy as defined in “Definitions” in this Code.
5. Violation of the Academic Honor Policy when the student is not currently enrolled in the related course or when the incident cannot otherwise be processed under the Academic Honor Policy. Refer to the Academic Honor Policy for violations and descriptions.

O. Title IX Compliance Policy Violations

The alleged conduct listed below will be resolved under the jurisdiction of the Title IX Compliance Policy and applicable procedural standards if the conduct occurred within a University program or activity within the United States

Sexual Harassment. Conduct on the basis of sex that satisfies one or more of the following:

1. A student employee of the University conditioning the provision of aid, benefit, or service of the University on an individual's participation in unwelcome sexual conduct; or
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University's education program or activity (may include sexual exploitation that also meets this definition); or
3. Sexual Assault: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
  - a. Forcible Rape. Penetration, or attempted penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the complainant, or
  - b. Forcible Sodomy. Oral or anal sexual intercourse or attested intercourse with another person, forcibly and/or against that person's will or not forcibly or against the person's will (non-consensually) in instances where the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity; or
  - c. Sexual Assault With An Object. To use or attempt to use an object or instrument to

penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will or not forcibly or against the person's will (non-consensually) in instances where the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity; or

- d. Forcible Fondling. The touching or attempted touching of the private body parts of another person (buttocks, groin, breasts) for the purpose of sexual gratification, forcibly and/or against the person's will (non-consensually), or not forcibly or against the person's will in instances where the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity; or
  - e. Incest: Nonforcible sexual intercourse between persons who are related to each other within degrees wherein marriage is prohibited by state law; or
  - f. Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.
4. Dating Violence: violence, not limited to sexual or physical abuse or the threat of sexual or physical abuse, committed by a person who is or has been in a social relationship of a romantic or intimate nature with the complainant; and where the existence of such a relationship shall be determined based on a consideration of the following factors: i) the length of the relationship, ii) the type of relationship, and iii) the frequency of interaction between the persons involved in the relationship; or
5. Domestic Violence: includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the complainant, by a person with whom the complainant shares a child in common, by a person who is cohabitating with or has cohabitated with the complainant as a spouse or intimate partner, by a person similarly situated to a spouse of the complainant under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth complainant who is protected from that person's acts under the domestic or family violence laws of their jurisdiction; or
6. Stalking: engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

## **VI. PROCEDURAL STANDARDS**

### **A. Advisors**

- 1. An advisor may participate in any disciplinary proceedings or speak on behalf of the respondent, complainant, or witness. Advisors will conduct themselves in compliance with Rules of Decorum. In Title IX hearings only, the advisor must conduct questioning as described in the Title IX Compliance Policy.

2. Consultation with an advisor during a meeting, proceeding or hearing must take place in a manner that is not disruptive.
3. Identity of an advisor is required to be reported to the Student Conduct Authority at least three business days prior to a meeting, proceeding, or hearing.
4. Advisors may not be individuals who serve other roles in the process as outlined in this Code (i.e. hearing administrator, witness, etc.), or if service in an advisory capacity would unreasonably conflict with the fair administration of the student conduct process as determined by the appropriate Student Conduct Authority.
5. The University is not responsible for selecting or compensating an advisor for any student navigating the student conduct process. If a student does not have access to an advisor for purposes of student conduct procedural standards, a list of trained University community members is available upon request for the student to utilize if desired. In a process falling under the Title IX Compliance Policy, if a student does not have access to an advisor for purposes of the student conduct hearing, the University will provide a University representative to serve as an advisor.
6. The availability of an advisor to attend a student conduct meeting, proceeding, or hearing will not unreasonably interfere with or delay the student conduct process. For Title IX hearing proceedings, if a student's advisor does not appear the University will assign an advisor or delay proceedings as outlined in the Title IX Compliance Policy.
7. Once a meeting, proceeding, or hearing has been scheduled it will rarely be rescheduled due to unavailability of an advisor.
8. A representative from the University's Office of the General Counsel may also be present at any meeting, proceeding, or hearing.
9. An advisor will be required to comport with the expectations and guidelines outlined in the Rules of Decorum Policy to participate in any administrative meeting, investigation meeting, alternative resolution process, or disciplinary proceeding at the University.

## B. Reports

1. Anyone may file a report with the University alleging that a student has violated the Code. Any report should be submitted as soon as possible after the incident takes place, preferably within 60 calendar days. When there is significant delay, the Student Conduct Authority's ability to resolve an incident may be difficult due to access to reliable information and witnesses. Therefore, the Student Conduct Authority has discretion whether to pursue resolution of a report and will only pursue a significantly delayed report when:
  - a. The behavior falls under the Anti-Sexual Misconduct Policy or Title IX Compliance Policy; or
  - b. the conduct or respondent are deemed to pose a potential threat to the health or safety

of an individual or the University community or other exceptional circumstances.

2. The Student Conduct Authority may receive reports or information pertaining to criminal or civil cases from the New College Police Department, Sarasota Police Department, Sarasota County Sheriff's Office, Manatee County Sheriff's Office, Division of Alcoholic Beverages and Tobacco, other law enforcement agency, or any municipal, state, or federal court.
3. Reports may be accepted through alternate reporting mechanisms at the discretion of the Student Conduct Authority including but not limited to written communication, published information, or referral from another University department.
4. For reports alleging sex discrimination or sexual misconduct, the reporting process can be found in the Anti-Sexual Misconduct Policy and/or the Title IX Compliance Policy. If a report alleges sexual misconduct, the Student Conduct Authority will report the matter to the appropriate Office of Title IX authority, in accordance with the University's Anti-Sexual Misconduct Policy and/or Title IX Compliance Policy. The Office of Title IX will evaluate the report pursuant to the policy before it will be referred to Student Conduct and Community Standards to review for possible violations of the Code.

#### C. Review and Investigation

1. All reported information will be reviewed by the Student Conduct Authority to determine appropriate next steps.
2. Interim Health and Safety Actions may be issued pursuant to the Administrative Measures section of the Code.
3. Investigation
  - a. Upon receipt of a report, except for reports that are referred to the Office of Title IX, a prompt, thorough, and impartial investigation may be conducted by the Student Conduct Authority, other designated staff, or Campus Police Department if further information is required to determine appropriate resolution by the Student Conduct Authority.
  - b. Investigations will include a review of the submitted report, and other additional information, such as that gathered from investigation meetings with involved individuals or groups. Any involved individuals or groups will be interviewed and asked to share information they have regarding the incident including documents (text messages, emails, photos, etc.) and identification of any additional witnesses who may provide direct information regarding the incident.
  - c. Students may be accompanied by an advisor of their choice. Individuals are highly encouraged to participate in the process in order to allow for as thorough an investigation as possible; however, an individual may decline to participate in the investigation process.

- d. At the conclusion of an investigation, the investigating office or designated staff will produce an incident/investigation report and forward to the Student Conduct Authority for determination of appropriate referral, resolution or dismissal in accordance with University policy.

#### 4. Administrative Measures

- a. Interim Health and Safety Actions. Interim actions may be initiated to protect the health or safety of individuals involved in an incident or investigation or in circumstances when a student is alleged to have engaged in conduct that poses a substantial risk to the University community or operations. IHSA's may be issued in conjunction with, or pending the outcome of, an investigative or adjudicative process of the Student Conduct Code, Student Organization Conduct Code, Anti- Sexual Misconduct policy, or Title IX Compliance Policy. For cases falling under the jurisdiction of the Title IX Compliance Policy, an interim health and safety action temporarily separating a student from the University or precluding participation in a course or courses must only be assigned when there is an immediate threat to physical health or safety of an individual that arises out of a report or formal complaint, or other aspect of the procedures described in the Title IX Compliance Policy. Other supportive measures and remedies may be instituted as described in the Title IX Compliance Policy.
  - i. Interim action(s) will be communicated in writing consistent with the notice provisions of this Code.
  - ii. Interim action(s) are temporary measures applied through the duration of an investigation and/or resolution process and do not replace a resolution process as outlined in this Code.
  - iii. A student may request a review of an interim action in writing to the Department of Student Conduct and Community Standards. The scope of the request is limited to whether the interim action(s) should remain in place, based on the information available. The respondent in an IHSA is afforded an opportunity to request a review of the allegations or information presented by the University as the basis for the Interim Health and Safety Action. The Dean of Students, or designee, will review the reconsideration request and any other materials provided by the respondent within three business days of receiving the written request. The requesting student may provide information including reports, witness statements, communications, or other documentation in the meeting. When applicable, a complainant may provide information to the Department of Student Conduct and Community Standards for purposes of this review. The Dean of Students, or designee, may schedule a meeting to review submitted materials and to hear directly from the student why they believe the University Directive is not necessary or appropriate. Interim actions may be affirmed, modified, or lifted as a result of a requested review or as new information becomes available. The Dean of Students or designee will communicate the final decision in writing within one

business day of the review meeting.

- iv. Interim Action(s) may include any actions deemed appropriate to mitigate the threat to health, safety, or welfare of the University community or individuals involved in an incident, ranging from interim suspension to restrictions on participation in university-sponsored programs or activities or presence on campus.
- b. Termination or reassignment of housing. Removal or reassignment of an individual in University housing after a specific date and for a specified period of time. If removed, the student may be restricted from entering all University residence halls. This status constitutes a disciplinary record that will remain on file with the Student Conduct Authority in a manner consistent with University records retention policies.
- c. No contact directive/extension of existing no contact directive. A no contact directive is an official University directive that serves as notice to an individual that they must not have physical contact with or proximity to, or direct verbal, electronic, written, and/or indirect communication intentionally made through another individual for a specified period of time. This may be a new directive, extension of an existing directive, or include altered or additional parameters or instructions to an existing directive. No contact directives may only be removed prior to the specified period of time at the discretion of the Student Conduct Authority and at the written request of all involved individuals.
- d. University Directive. As an administrative measure, the University, at its discretion, may adopt the terms and conditions of a court order or other similar directive, with reasonable modification to apply to the University setting. The University Directive may be issued independently, preceding, or concurrent with the University conduct process. For the duration of the directive, an involved individual may submit documentation of any modifications issued by the originating source. The University may adjust the University Directive as new information becomes available.
  - i. An individual may request reconsideration of the University Directive. The Dean of Students, or designee, will review the reconsideration request and any other materials provided by the respondent within three business days of receiving the written request. The requesting individual may provide information including reports, witness statements, communications, or other documentation in the meeting. When applicable, a complainant may provide information to the Department of Student Conduct and Community Standards for purposes of this review. The Dean of Students, or designee, may schedule a meeting to review submitted materials and to hear directly from the student why they believe the University Directive is not necessary or appropriate. The University Directive may be affirmed, modified, or lifted as a result of a requested review. The Dean of Students, or designee, will communicate the final decision in writing within one business day of the review of submitted material or scheduled review meeting.

- ii. University Directives issued as a result of a signed Restorative Resolution Agreement signed by all necessary parties are considered final and are not subject to any further review or appeal.

D. Notice of Alleged Violation(s)

1. Written notice given to any complainant(s) or respondent(s) will include the following:
  - a. Sufficient detail to allow the individual to prepare a response (including source of information if possible, description of the alleged behavior(s), and specific alleged Code violation(s)); and the date, time, and location of a disciplinary proceeding to address the allegations. Absent exigent circumstances, the Student Conduct Authority will notify a respondent of any alleged Code violation(s) a minimum of within seven business days before a disciplinary proceeding.
  - b. The date, time, and location of an information session, during which the complainant or respondent may review all known inculpatory or exculpatory information related to the allegation, a listing of all known witnesses who have or will provide information in a proceeding, receive instruction regarding the student conduct process and the student's rights, and discuss the type of resolution process to be utilized.
  - c. The identity of the hearing body and a listing of all relevant known witnesses will be made available a minimum of five business days in advance of the disciplinary proceeding.
  - d. Applicable deadlines for submissions by the individuals including, but not limited to, impact statements, information, objections, and witness identification where not otherwise specified will be specified in the notice letter. The University may adjust these deadlines with written notice in a reasonable amount of time prior to the disciplinary proceeding.
2. Legal Guardians of any student under the age of eighteen at the time of the alleged violation(s) may also be notified of pending alleged violation(s).

E. Information Session

1. During the information session the complainant or respondent may view all materials related to the case, review procedural standards, and discuss available options for resolution.
2. The Student Conduct Authority will determine what resolution process is appropriate after considering the expressed preferences of any complainants and respondents, and the totality of the circumstances.
3. If a respondent elects to resolve the allegation and the Student Conduct Authority deems appropriate, the administrator conducting the information session may immediately facilitate a resolution or schedule the resolution to take place within a reasonable time. Options for resolution will be scheduled no sooner than five days after the information session, unless a

student waives their right for a resolution to be scheduled sooner.

4. A formal hearing process will be utilized if elected by the respondent or if determined by the Student Conduct Authority to be the appropriate resolution process based on the totality of the circumstances of the case. If selected, a single hearing administrator is the only option for a formal hearing if the incident alleges violations of the Anti-Sexual Misconduct Policy or Title IX Compliance Policy.
5. In cases involving a complainant, the administrator will gather the necessary information and conduct a appropriate resolution within a reasonable time.
6. When a respondent has two or more outstanding incidents, those incidents may be heard as a single case at the discretion of the Student Conduct Authority.

## F. Resolutions

### 1. Alternative Resolution

- a. If deemed appropriate by the Student Conduct Authority a student may agree to resolve their student conduct process with an Alternative Resolution. Factors that the University will consider when determining whether a student is eligible for an Alternative resolution include, but are not limited to, the following:
  - i. Whether the respondent has a previous conduct record.
  - ii. Whether the respondent has previously resolved an allegation with an alternative resolution or restorative resolution.
  - iii. The number and severity of the alleged violations.
- b. In an Alternative Resolution, the respondent accepts responsibility for the behaviors and agrees to complete the assigned outcomes. Once the Alternative Resolution Agreement is signed by the respondent, it constitutes a University Directive.
- c. A respondent may be charged with a violation of the Code or have a hold placed on their account for failure to adhere to the required outcomes of an Alternative Resolution.
- d. Cases resolved through an Alternative Resolution are not categorized as a student conduct record at the University but may be referred to as an aggravating factor in assigning outcomes if a future violation occurs.

### 2. Restorative Resolution

- a. Participation is voluntary and both the Responsible Party and the Impacted Party must consent in writing to participate in a Restorative Resolution via the Restorative Resolution Opt-In Form.



- b. The Restorative Resolution process is used for incidents which allege behavior that violates a specific University policy.
- c. The Restorative Resolution process will not be used for incidents that allege violence against a member of a vulnerable population, the use of a dangerous weapon, or significant physical injury.
- d. The Responsible Party must acknowledge responsibility for having violated the alleged policy to participate in a Restorative Resolution.
- e. The University will not pressure or compel any party to participate in any form of Restorative Resolution.
- f. The Restorative Resolution process is not a disciplinary proceeding and therefore, a Supporting Party may not speak on behalf of the Responsible Party, Impacted Party, or Affected Party.
- g. Any party may withdraw from the Restorative Resolution process until the signing of the Restorative Resolution Agreement.
- h. In the event that any party withdraws from the Restorative Resolution or if parties are not able to reach an agreement through the Restorative Resolution Agreement, the incident will be referred back to the Student Conduct Authority, Office of Title IX, or other relevant University department based on the nature of the allegation, for further action.
- i. Information obtained through the Restorative Resolution process may not be utilized in any other form of investigation or resolution. Additionally, information obtained through the Restorative Resolution will be kept confidential except when otherwise required by the University.
- j. Separate meetings in the Restorative Resolution process may be merged by the Facilitator based on their discretion and the needs of the students or University.
- k. A Restorative Resolution concludes with the drafting of a Restorative Resolution Agreement detailing the agreed upon outcomes for the Responsible Party. Restorative Resolution Agreements must be signed by both the Responsible Party and the Impacted Party as well as the Facilitator. Restorative Resolution Agreements signed by all necessary parties are considered final and are not subject to any further review or appeal. Upon signing, the outcomes agreed upon in the Agreement constitute a University Directive.
- l. Cases resolved by a signed Restorative Resolution Agreement through the Restorative Resolution process are not categorized as a student conduct record at the University but may be referred to as an aggravating factor in assigning outcomes if a future violation occurs. Further, parties agreeing to a final resolution waive the ability to utilize a formal investigation and disciplinary proceeding through the University to resolve the same

matter.

- m. Involved Parties may be accompanied by a Supporting Party at any meeting during the alternative resolution process.
- n. The Responsible Party may be charged with a violation of the Code or have a hold placed on their account for failure to adhere to the requirements agreed upon in the signed Restorative Resolution Agreement.

### 3. No-Contest Resolution

- a. A respondent may elect to resolve an outstanding violation(s) through a no- contest resolution in lieu of a hearing if deemed appropriate by the Student Conduct Authority and if the student accepts the finding of responsibility for the alleged violation(s).
- b. In a no-contest resolution, because the student accepts the finding of responsibility, the proceeding will be focused on potential appropriate outcomes.
- c. No-contest resolutions may take place during the information session or scheduled within a reasonable time thereafter.
- d. No-contest resolutions are noted as a finding of responsibility for violation(s) of the Code and are considered a student conduct record.
- e. No-contest resolutions are not permitted for cases falling under the jurisdiction of the Title IX Compliance Policy.

### 4. Informal Hearing

- a. A respondent may elect to resolve an outstanding violation(s) through an informal hearing if deemed appropriate by the Student Conduct Authority. Informal hearings are typically utilized when there is not conflicting, complex, or additional information that would be best examined through a formal hearing setting.
- b. Informal hearings may take place as an element of the information session or scheduled within a reasonable time.
- c. The respondent may provide information including reports, witness statements, communications, or other documentation in the hearing.
- d. A hearing administrator may temporarily adjourn the informal hearing if the administrator determines that further review of clarification is necessary including, but not limited to interviewing the complainant or witnesses.
- e. A hearing administrator may utilize information gathered from information sessions, investigation meetings, or other proceedings involving students from the same incident in making a determination on responsibility. If such information is under consideration, a

respondent will be informed of the information and have an opportunity to respond.

- f. Informal hearings are not permitted for cases falling under the jurisdiction of the Title IX Compliance Policy.

## 5. Formal Hearing

- a. A formal hearing may be heard by a single hearing administrator, Student Conduct Board, or Administrative Hearing Panel. For cases that include allegations of sex discrimination or sexual misconduct either under the Student Conduct Code or the Title IX Compliance Policy, if a formal hearing is selected, the hearing will be conducted by a single administrator.
- b. Notice of a formal hearing, including the identity of the hearing administrator or body, will occur at least five business days prior to the hearing. Any objection regarding selected hearing administrator or hearing body must be submitted by the deadline specified in the notice.
- c. Formal Hearing Guidelines
  - i. Private hearing. A formal hearing is conducted in private. The complainant(s) (if applicable), respondent(s), and advisor(s) are allowed to attend the entire portion of the hearing at which information is presented. Admission of any other individual to the hearing is at the discretion of the Student Conduct Authority.
  - ii. Scheduling. Formal hearings are scheduled based on the availability of the complainant(s) (if applicable), respondent(s), person providing information on behalf of the University, and the hearing body. Student availability is determined based on academic class schedules and requirements. Absent exigent circumstances, lack of availability based upon personal matters, employment schedules, or the availability of an advisor, advocate, or legal representative are not considered in scheduling a formal hearing. A student should select as an advisor a person whose schedule reasonably allows attendance at the scheduled date and time for the hearing.
  - iii. Witnesses. Appropriate witnesses identified by the Student Conduct Authority, complainant(s), or respondent(s) may be invited to the hearing to provide information in support of, or challenging responsibility of the alleged violation(s). Absent extraordinary circumstances, any witnesses must be identified at the information session or by the date otherwise given in a notice of allegations or other communication from the Student Conduct Authority. Potential witnesses who could have been reasonably known or identified during the course of the University investigation, but who were not otherwise provided by the individual afforded the opportunity to do so, will not be invited to a Formal Hearing. Only witnesses providing relevant and permissible information will be invited. Witnesses identified solely on the basis of character reference will not be allowed to participate in the fact- finding portion of a hearing. In identifying appropriate witnesses, individuals

shall supply the name, email and a summary of information the witness will provide to address the student conduct code allegations. Witnesses will be invited by the Student Conduct Authority. Formal hearings will be scheduled within a timeframe to allow witnesses reasonable notice to participate, but a proceeding will not be unreasonably delayed or disrupted based on the availability of witnesses. The University will make reasonable efforts to secure in-person testimony from law enforcement officers in cases where a student conduct charge results from an incident that was reported to law enforcement, and any University personnel who were involved in investigating a matter. However, sworn statement of law enforcement officers and official university reports may be considered by a hearing body in the absence of in-person testimony of the law enforcement officer or appropriate University employee(s), provided that the hearing body reasonably finds that the statement or report is otherwise reliable, and the respondent has an adequate opportunity to respond to all facts allege in the statement. If the witness does not attend, other written witness statements will be accepted for review in a formal hearing at the discretion of the hearing administrator or body. However, such statements will not be considered as having equal weight as witness information presented in a hearing and cannot be used as the sole information supporting a finding of responsibility.

- iv. Questions. The hearing administrator or body may pose questions directly to any individual providing information in the hearing. The complainant(s) (if applicable), respondent(s), and/or advisors may propose questions to be answered by any individual providing information during a disciplinary proceeding. At their discretion, the hearing administrator or chair will retain the responsibility to determine whether questions or potential information are appropriate for review as part of the formal hearing at their discretion. In formal cases falling under the jurisdiction of the Title IX Compliance Policy, questioning of participants in the hearing and determinations of relevancy will be made as described in the Title IX Compliance Policy.
- v. Information
  2. Additional information, including, but not limited to, reports, witness statements, communications, or other documentation may also be reviewed in a hearing. Any such documentation that was reasonably available during a University investigation, but which was not provided during the course of the investigation by individuals afforded an opportunity to do so, will not be considered. Any additional information must be submitted to the Student Conduct Authority immediately upon discovery of such information.
  3. Individuals may decline to provide information or answer questions posed in a hearing. However, the hearing body will make a decision on responsibility after considering the information that is shared as a part of the formal hearing.
  4. Past behavior of the respondent(s) or complainant(s) will be excluded from

the hearing unless deemed relevant by the administrator or chair of the hearing body.

5. Past behavior of a respondent may be reviewed as an aggravating or mitigating factor for consideration in assigning appropriate outcomes if the respondent is found responsible for a violation.
6. Complainants and respondents may submit an impact statement to the appropriate Student Conduct Authority by the deadline set in the notice letter. Impact statements are considered an element of the hearing record and accessible for review by a complainant and respondent in the event there is a finding of responsibility. If applicable, the complainant and respondent may review the impact statement and provide a response within a reasonable time and by such method as determined by the Student Conduct Authority.
7. Consideration of information for a determination regarding responsibility is limited to that information presented in the formal hearing. Information that is discovered in a separate hearing or proceeding originating from the same reported incident may be introduced in a formal hearing.

#### 6. Asynchronous Hearing

- a. At the discretion of the Student Conduct Authority, hearings may be conducted asynchronously by written statements. This format is generally only offered in cases where a court order or other protective order prevents contact between one or more of the involved parties or key witnesses. Other possible circumstances may be reviewed upon request.
- b. To resolve the allegation through an asynchronous hearing, the respondent, and complainant if applicable, must agree to participate in writing and waive their ability to conduct live questioning. The respondent, and complainant if applicable, may submit their questions for the other involved parties and witnesses by the specified deadline.
- c. All relevant individuals will be given the opportunity to submit written statements in lieu of live hearing participation. The respondent, and complainant if applicable, will be given the opportunity to review and submit a response to the hearing officer about the received statements and hearing record.

#### 7. Outcomes-Only Hearing

- a. The Student Conduct Authority may determine that an outcomes-only hearing is appropriate to resolve a case in the following scenarios:
  - i. where a student is found guilty or at fault in a criminal or civil court based on a preponderance of the evidence or higher standard; or

- ii. there has been a determination by another investigation/disciplinary proceeding at New College of Florida for the same or comparable policy violation based on a preponderance of information or higher standard.
- b. Outcomes-only hearings may take place as an element of the information session, be scheduled within a reasonable time, or be conducted in writing with the consent of the student. If a student does not participate in the hearing, the Student Conduct Authority will issue the appropriate outcomes based on the information available.
- c. The respondent may provide information, including an impact statement, for consideration.
- d. An outcomes-only hearing is not permitted for violations charged under the jurisdiction of the Title IX Compliance Policy.
- e. An outcomes-only decision is not eligible for appeal on the basis of information review.

## 8. General Guidelines

- a. Basis for decision(s). The basis for any decision of responsibility in an informal or formal hearing will be whether upon a preponderance of the information, it is more likely than not that a violation or violations of the Code occurred. The burden to demonstrate that this standard has been met rests with the University, and all respondents are considered to be not responsible for a violation until and unless a hearing body makes a finding of responsibility.
- b. Informal procedural standards. Formal rules of process, procedure, and/or technical rules of evidence such as are applied in criminal or civil court are not used in student conduct proceedings.
- c. Personal health and safety accommodations. The Student Conduct Authority may accommodate individuals with concerns for their personal health or safety during a proceeding or hearing by providing separate facilities or physical dividers, and/or by permitting participation by video conference or other viable means as determined by the Student Conduct Authority as appropriate and do not infringe upon fundamental due process.
- d. Accommodations for qualified individuals with a disability. Any student with a qualified disabling condition may work with the Accessible Learning Center (ALC) to request a reasonable accommodation in order to equally participate in the student conduct process. All requests for reasonable accommodations must be made either through the Student Conduct Authority or the ALC. All accommodation requests must be made in a timely manner and coordinated with the student's appropriate disability specialist within the ALC. Non-students may make a reasonable request for accommodation with the Student Conduct Authority.
- e. Decision in absentia. If a complainant, respondent, or witness does not appear for a

proceeding or hearing after notice, the Student Conduct Authority or hearing body may postpone the proceeding or review any information in support of or challenging the violations in the individual's absence and determine a finding regarding responsibility and any related outcomes based upon the available information.

- f. Status pending conduct proceedings.
  - i. A respondent will remain eligible to attend classes and university activities pending the final outcome of a student conduct matter with the exception of when a Student Conduct Authority determines that an Interim Health and Safety Action, restricting a respondent from classes or activities is necessary to preserve the health, safety, or welfare of the community.
  - ii. If a respondent's eligibility to attend classes or university activities are temporarily suspended as noted above, but are subsequently found not responsible for any violation of the Student Conduct Code, the University will correct any record of enrollment status and refund a pro rata portion of any charges for tuition and out-of-state fees as appropriate.
  - iii. An individual who leaves the University before a conduct matter or assigned outcomes are resolved or completed may be prohibited from future enrollment or obtaining University records until the matter is resolved. Degrees, credentials, transcripts, enrollment certifications, diplomas, or other academic records may be withheld until the matter is resolved including completion of any assigned outcomes or suspension period. Final determination in a case that occurs after the awarding of an academic degree or credential with a result of expulsion may result in revocation of the academic degree or credential.
- g. Any question of application of or objection to procedural standards, authority, scope or other provisions of the Code must be referred to the Director of Community Education and Community Standards by the deadline specified in the notice letter.
- h. A hearing body or the Student Conduct Authority may impose other reasonable procedural requirements for the orderly administration of student conduct proceedings, provided that such requirements are not inconsistent with this Code and do not infringe upon a student's procedural due process rights.
- i. Joint hearing. In cases involving more than one respondent, whether a formal or informal hearing, the hearing body may permit the hearing concerning each student to be conducted either separately or jointly.
- j. Hearing audio record. There will be a single record, such as a digital audio recording of all disciplinary proceedings. Deliberations will not be recorded. This recording will be the property of the University but will be made available for the complainant(s) or respondent(s) to review upon request. Any recordings of the hearing without the acknowledgement and permission of involved individuals is prohibited.
- k. The decision of any hearing or resolution must be presented to the respondent and

complainant (if applicable) in writing and within a reasonable period of time after the conclusion of the proceeding.

## G. Outcomes

Outcomes are status designations or education assignments that alone or in any combination are assigned to a student as a final outcome at the conclusion of a resolution process.

The purpose of outcomes through the student conduct process is to facilitate student accountability, learning, and overall wellness. The outcomes listed below are not intended to serve as an exhaustive list of all outcomes the University may be able to utilize regarding a given student conduct concern.

### 1. Status Outcomes.

- a. Reprimand. A notice in writing to the student that the student is violating or has violated University expectations for behavior and that further violations may result in more severe disciplinary action.
- b. Housing Probation. This status is assigned to a student for a specified period of time. While on this status, any further violation(s) may result in termination or reassignment of housing. In addition, this status constitutes a disciplinary record that will remain on file in a manner consistent with University records retention policies.
- c. Disciplinary Probation. This status is assigned to a student for a specified period of time. While on this status, any further violations may result in suspension or expulsion from the University. Other restrictions may apply when a student is on disciplinary probation including but not limited to: participation in University or student activities, representation of the University on athletic teams or in other leadership positions, entrance into University facilities or campus areas, or contact with any specified individual(s). In addition, this status constitutes a disciplinary record that will remain on file in a manner consistent with University records retention policies.
- d. Suspension. Separation from the University after a specific date and for a specified period. Through the duration of the suspension period the individual may be restricted from University property and may be required to provide prior notice and receive approval from the Student Conduct Authority for the purpose of conducting University business. In addition, this status constitutes a disciplinary record that will remain on file indefinitely. The University will withdraw the student from any current courses and cancel any future enrollment. Whether an individual is eligible for a refund upon withdrawal or cancellation is dependent upon the University's refund schedule. Depending on the length of the suspension, a suspended student may be subject to University policies and requirements regarding readmission. If a student is required to apply for readmission, readmission is not guaranteed after a period of suspension is completed; and the student is responsible for communicating with the Office of Admissions to identify appropriate process(es) for re-entry at the expiration of the suspension period and when any terms of suspension or other outcomes are satisfied.



- e. Expulsion. Separation from the University without the possibility of readmission. The University will withdraw the student from any current courses and cancel any future enrollment. Whether an individual is eligible for a refund upon withdrawal or cancellation is dependent upon the University's refund schedule. In addition, the individual may be restricted from University property. This status will be noted on the individual's academic transcript and will constitute a disciplinary record that will remain on file indefinitely.
- f. Degree Withdrawal or Revocation. A degree may be withdrawn or revoked when a student has graduated and an incident occurred before graduation in the following circumstances:
  - i. The student has a pending conduct hearing that was scheduled before or as the student graduated; or
  - ii. At any time after the student has graduated or received a degree, the University becomes aware of an incident involving an alleged violation of this Code that took place before the student graduated or received a degree from the University.

The student will receive the degree once the matter is resolved and any outcomes (when applicable) are completed unless the outcome is expulsion, in which case the degree may be revoked.

## 2. Educational Outcomes

- a. Reflective Outcomes. Assignments, essays, presentations, research projects, conduct contracts, or other discretionary assignments.
- b. Restorative outcomes. Completion of service or work assignments under the supervision of a University or outside agency.
- c. Educational Plan. Develop an educational plan with the aid of the Student Conduct Authority and assigned mentor with continuous evaluation and support for a specified period of time.
- d. Counseling Assessment. Referral for assessment at University Counseling and Wellness Center for alcohol/drug concerns, general mental health, or other wellness concerns.

## 3. Administrative Directive Outcomes

- a. Restitution. Compensation for loss, damage, or injury to University property. This may take the form of appropriate service, monetary, or material replacement.
- b. Termination or reassignment of housing. Removal or reassignment of an individual in University housing after a specific date and for a specified period of time. If removed, the student may be restricted from entering all University residence halls. This status constitutes a disciplinary record that will remain on file with the Student Conduct Authority in a manner consistent with University records retention policies.

- c. Restrictions. Denial or modification of any specified privilege for a specified period of time. Examples include, but are not limited to: guest privileges, restriction from a University event or program, or restriction from an area or building.
- d. Guardian notification. Notification may be sent to family, guardians, or the emergency contact of a student who is under 18 years of age, or financially dependent on their legal guardians, depending on the circumstances surrounding the incident. Legal guardians may also be notified of alcohol and other drug incidents for students under 21 years of age, regardless of financial dependency or resulting outcome.
- e. Behavioral Plan. This is a directive to the student from the Student Conduct Authority and/or in consultation with another appropriate office (including, but not limited to Housing, Title IX, etc.) which outlines expected behaviors to aid in a student's success.

#### H. Appeal Procedures

1. Student appeal. Both a complainant (if applicable) and a respondent are afforded a single opportunity to appeal decisions and/or any outcomes issued by a hearing body within five business days of the date of the written decision and outcomes. Only complainants who are students are eligible to submit an appeal request with the exception of cases of sex discrimination or sexual misconduct or Title IX Compliance Policy violations in which a complainant may submit an appeal regardless of student status. Any interim actions will remain in effect at the discretion of the Student Conduct Authority, however any outcome(s) resulting from the original hearing decision will be held in abeyance pending the conclusion of the New College of Florida appeal process. A complainant (when applicable) and a respondent will be notified of an appeal submission by the other individual, given the opportunity to review the submitted appeal request, and given the opportunity to submit a response.
2. Required Format. All appeal requests must be in writing using the appropriate form, identify the basis or bases for appeal, and include any supporting documentation the appealing individual or student wishes to be considered.
3. Scope of Review. Deference is given to the original hearing body's findings of fact and decision on responsibility and/or any outcomes; therefore, the burden is on the individual filing an appeal request to sufficiently demonstrate cause to alter the decision of the hearing body or any outcomes. An appeal review will generally be limited to a review of the record of the hearing and supporting documents for one or more of the bases of appeal listed below, provided however, that under extraordinary circumstances the appeal administrator may request additional information or clarification from the University, investigator(s), hearing body, Student Conduct Authority, complainant, respondent, or witnesses for purposes of this review.
4. Appellate Administrator(s). The Vice President for Student Affairs designates University administrators to facilitate policies and procedural standards as outlined in this Code, including appellate review. All intermediate appellate reviews are considered recommendations for review and action for the Vice President for Student Affairs' final agency action on behalf of New College of Florida.

- a. Decisions of the Administrative Hearing Panel, Student Conduct Board, or hearing administrators appointed by Student Conduct and Community Standards may be appealed to the Dean of Students.
  - b. Decisions of the Dean of Students may be appealed to the Vice President.
5. Bases for Appeal. Appeal reviews are not a "re-hearing" of a student conduct matter, rather, a review of process and submitted information to ensure stated procedural standards were followed. Appeal considerations are limited to one or more of the following bases:
- a. Process Review. That the proceeding was not conducted in accordance with established procedural standards. Such procedural errors must have substantially affected the outcome of the hearing.
  - b. Bias Review. That the proceedings were not conducted without bias or prejudice on the part of the hearing body. May include but is not limited to demonstration of a conflict of interest, or failure to objectively evaluate all relevant information.
  - c. Information Review. That the information presented in a proceeding does not support the finding of the hearing body that a violation of Code exists.
  - d. Outcome Review. That the outcomes are extraordinarily disproportionate given the nature of the violations and any aggravating or mitigating circumstances presented.
  - e. New Information. That new information exists that was not known to the individual appealing and could not reasonably have been know or discovered at the time of the original proceeding, and which would have substantially affected the outcome of the proceeding. This does not include statements from a complainant or respondent who did not appear for a proceeding or hearing.

For cases falling under the jurisdiction of the Title IX Compliance Policy, the appeal grounds are limited to those identified in the policy.

6. Appeal Decision. An appeal administrator reviewing an appeal request may make one of the following recommendations:
- a. Affirm. The administrator may affirm the decision and/or outcomes of the original hearing body.
  - b. Alter outcome. The administrator may alter the outcome(s) issued by the original hearing body. Alteration in the outcome may include reducing or increasing the severity of outcome(s) or requirements.
  - c. New hearing. The administrator may determine a new hearing by a different hearing body is warranted to correct procedural irregularity or to consider new information. A student may appeal any decision by a hearing body assigned to adjudicate a new hearing.

- d. Remand. The administrator may direct the original hearing body to review their original decision subject to any instructions from the appeal administrator, including the requirement of further clarification of the rationale supporting the decision. The hearing body may affirm its original decision or render a new decision consistent with those instructions. A student may appeal a decision made on remand; however, if a hearing body affirms its original decision, a student may not appeal the decision on the same grounds as in the previous appeal.
7. Final Agency Action. The appeal administrator will forward findings and recommendations to the Vice President for Student Affairs for review. The Vice President's review and decision is considered the final decision of the University and will be communicated in writing within fifteen business days to the respondent and if applicable, simultaneously to the complainant. This timeline may be extended if necessary, in consideration of the record on appeal. Final agency action decisions are only appealable by writ of certiorari to the 12<sup>th</sup> Judicial Circuit in and for Sarasota County, Florida.

#### I. Record Keeping Practices

1. File maintenance. A student who participates in a student conduct process as a complainant, respondent or witness has a file created and maintained by the Department of Student Conduct and Community Standards. Files are maintained in a manner consistent with University record retention policy and in compliance with Florida Public Record Law. Files regarding cases resulting in a respondent's suspension or expulsion are maintained indefinitely.
2. Access to and Copies of Records. Students are permitted access and review of their records pursuant to FERPA for the purpose of reviewing information that is subject to consideration as part of a student conduct proceeding.
3. Transcriptions of hearings. Any student desiring a transcript of a recorded hearing that is a part of their education record should contact the Office of the General Counsel, which will arrange for the preparation of the transcript by a court reporting service. The court reporting service will provide the transcript to the Office of the General Counsel, which will perform a confidentiality review of the transcript and redact any confidential or exempt information pursuant to state or federal law. The requester shall bear the cost of the transcript preparation and confidentiality review.
4. Petition for clearing a disciplinary record. Student conduct records may be cleared upon review and approval by the Dean of Students, or designee. When a record is cleared, the information it contains is no longer considered a disciplinary record. However, the University may be required to produce the record regardless of its status in order to comply with a subpoena or other information request consistent with federal or state law. The University is required by law and policy to retain student education records for specified periods of time, and for certain purposes. Clearing a record affects only information maintained by the Department of Student Conduct and Community Standards. Copies of letters distributed by or to other University departments, incident reports, police reports, and the results of previous background checks reported outside of the Student Conduct Authority are not affected by this process.

Petitions for clearing a record may be made no sooner than one year after the date of the respondent's last finding of responsibility from the student conduct process or one calendar year prior to their anticipated graduation, whichever is later. The request must be made in writing to the Dean of Students and will not be granted for conduct that resulted in suspension or expulsion from the University. A petition may also be denied for any records related to conduct that involved a student complainant, posed a threat to a member of the University community or serious damage to University property.

## J. Amendments

1. This Code will be reviewed in its entirety every two years by a committee that includes student representation. Any substantive changes will be reviewed by the Vice President for Student Affairs and presented to the Board of Trustees for approval. Any amendments can be proposed by University community members for review by submitting to the Vice President for Student Affairs.
2. If any portion of state or federal statute or regulation is stayed or held invalid by a court of law, any impacted elements of this policy will be deemed revoked as of the publication date of the opinion or order.

~~Respecting community standards is a crucial expectation for any student choosing to enroll at New College. The purpose of this Regulation is to convey these community standards and expectations, and to provide well defined procedures for dealing with violations of them.~~

~~(1) New College seeks to promote a stimulating and demanding educational environment in which a diverse student body with wide ranging individual interests, values and abilities can live, interact, learn and grow based on the following principles: mutual understanding, trust, respect and concern for the well-being and dignity of self and others; responsible exercise of personal and academic freedom; and individual accountability for words and actions. To this end, the College expects students to:~~

~~(a) Comply with all public laws, rules, regulations and ordinances as well as College rules and policies.~~

~~(b) Exercise personal and academic freedom in a responsible manner.~~

~~(c) Foster collective concern for and protect and maintain personal and academic integrity and College community standards.~~

~~(d) Examine their behavior in light of its potential impact on the College community and the community at large.~~

~~(e) Attempt to reach common understandings of values and College community standards by means of respectful communication and process.~~

~~(f) Utilize dialogue as a means of confronting uncomfortable situations or violations of College community standards.~~

~~(g) Promote respectful expression of values, not unproductive censorship.~~

~~(h) Avoid self-righteousness or the appearance of moral superiority.~~

~~(2) Definitions. For the purposes of the Student Code of Conduct, the following terms shall be defined as indicated:~~

~~(a) “Code” means this Student Code of Conduct.~~

~~(b) “College, NCF, and New College” means New College of Florida.~~

~~(c) “College community” includes students, staff and faculty members, as well as employees of the New College Foundation, Inc. and officers of the College, such as members of the Boards of Trustees, Foundation and NCAA.~~

~~(d) “President” means the President of the College or the President’s designee.~~

~~(e) “Dean” means the Dean of Student Affairs or the Dean’s designee. The Dean is responsible for the administration of the Code of Conduct and for ensuring that all students are afforded due process.~~

~~(f) “Student” means an individual who is enrolled as a student at the College, or a person who has submitted an application for admission, housing, or any other service provided by the College which requires student status. All students are subject to the Student Code of Conduct.~~

~~(g) “Complainant” means one who makes a formal charge that a student has violated the Code of Conduct. Any member of the college community may make a complaint that a student has violated the Code of Conduct. However, during the student conduct process, the College shall be the Complainant and shall have the burden of showing the Respondent was responsible for alleged violations.~~

~~(h) “Respondent” means a student against whom a complaint has been lodged.~~

~~(i) “Student Conduct Officer” means the Dean or the Dean’s designee.~~

~~(j) “Conflict of Interest” refers to any situation where regard for the private interests of a person could lead to disregard of the public duty for objectivity and fairness.~~

~~(k) “Community Board” refers to the six (6) member hearing board that makes recommendations to the Associate Dean of Student Affairs as to whether a Respondent is responsible for alleged violations of the Code of Conduct and what an appropriate sanction may be.~~

~~All other terms used in this Code shall be given their ordinary meaning.~~

~~(3) Student Responsibilities and Rights~~

~~(a) Students are responsible for compliance with all federal and state laws, applicable county and municipal ordinances, and all rules, regulations, and written policies of the State of Florida Board of Governors and New College of Florida. Students accused of a crime can be prosecuted under federal or Florida criminal laws and also disciplined under the Student Code of Conduct. The College may pursue disciplinary action~~

~~even if criminal justice authorities choose not to prosecute.~~

~~(b) Upon accepting a student for admission, the College shall provide the student with access to the Student Code of Conduct, the New College of Florida student government constitution, and any other statement of student rights and obligations that the College recognizes or expects a student to live up to.~~

~~(c) Without limiting or affecting the scope of the legal rights and obligations a student has under federal, state, and local constitutions, laws, rules, regulations, ordinances, and judicial decisions, students shall have the following rights and responsibilities:~~

- ~~1. To express, individually and collectively, their views on issues of College policy.~~
- ~~2. To participate in the formulation of all policy changes that affect students.~~
- ~~3. To be informed by the President, through the student government, and to become involved, individually or through student government, in the formulation of any proposed change in policy that directly affects students prior to its implementation.~~
- ~~4. To receive within ten (10) days, through the student government, from the President, detailed and specific written responses to recommendations made in writing, through the student government, to the President, accepting, accepting with conditions, or rejecting such recommendations, and giving detailed reasons for any condition or rejection.~~
- ~~5. To have freedom of statement, association, or assembly in social, political, or personal matters.~~
- ~~6. To have equal availability of and access to the facilities necessary for the exercise of the rights set forth in paragraphs (i) through (v) without regard to race, sex, gender, religion, beliefs, nationality, ethnic origin, sexual orientation, gender identity or gender expression, disability, or any other reason, except as provided by law.~~
- ~~7. To publish student publications free from prior censorship.~~
- ~~8. To develop student publication editorial policy free from academic penalty or removal because of student, faculty, staff, or public disapproval of editorial policy or content.~~
- ~~9. To have information about a student, acquired by College employees, kept confidential, to the extent required by law, except upon specific request by the student to release such information.~~
- ~~10. To take reasoned and responsible exception to the data, views, assignments and methods offered in any course of study, to reserve judgment about matters of opinion, and to bring such grievances before the Council of Academic Affairs.~~
- ~~11. To conduct research freely, and publish, discuss, and exchange findings or recommendations, whether individually or in association with local, state, national, or international groups.~~
- ~~12. New College provides the following due process protections to students and student organizations:~~

~~a. The right to timely written notice. New College will provide a student or student organization with timely written notice of the student's or student organization's alleged violation of the code of conduct. The notice must include sufficient detail and be provided with sufficient time for the student or student organization to prepare for any disciplinary proceeding.~~

~~1) The written notice must include the allegations to be investigated; the citation to the specific provision of the code of conduct at issue; the process to be used in determining whether a violation has occurred and associated rights; and the date, time, and location of the disciplinary proceeding.~~

~~2) The written notice is considered timely if it is provided at least 7 business days before the disciplinary proceeding and may be provided by delivery to the student's institutional e-mail address and, if the student is under 18 years of age, to the student's parent or to the student organization's e-mail address.~~

~~3) At least 5 business days before the disciplinary proceeding, New College must provide the student or student organization with:~~

~~a. A listing of all known witnesses who have provided, or will provide, information against the student or student organization.~~

~~b. All known information relating to the allegation, including inculpatory and exculpatory information.~~

~~b. The right to a presumption that no violation occurred. New College has the burden to prove, by a preponderance of the evidence, that a violation has taken place. Preponderance of the evidence means that the information presented supports the finding that it is more likely than not that the violation of the code of conduct was committed by the student or student organization.~~

~~e. The right to an impartial hearing officer.~~

~~d. The right against self-incrimination and the right to remain silent. Such silence may not be used against the student or student organization.~~

~~e. The right to present relevant information and question witnesses.~~

~~f. The right to an advisor or advocate who may not serve in any other role, including as an investigator, decider of fact, hearing officer, member of a committee or panel convened to hear or decide the charge, or any appeal.~~

~~g. The right to have an advisor, advocate, or legal representative, at the student's or student organization's own expense, present at any proceeding, whether formal or informal. Such person may directly participate in all aspects of the proceeding, including the presentation of relevant information and questioning of witnesses.~~



- ~~h. The right to appeal the final decision of the hearing officer, or any committee or panel, directly to the vice president of student affairs who must hear the appeal and render a final decision. The vice president of student affairs may not have directly participated in any other proceeding related to the charged violation.~~
- ~~i. The right to an accurate and complete record of every disciplinary proceeding relating to the charged violation of the code, including record of any appeal, to be made, preserved, and available for copying upon request by the charged student or student organization.~~
- ~~j. A provision setting a time limit for charging a student or student organization with a violation of the code of conduct, and a description of those circumstances in which that time limit may be extended or waived.~~

~~13. To the security and privacy of their dormitory rooms, persons, and personal possessions, and to be free from unreasonable restrictions upon the use of their rooms, personal possessions or their personal liberty, provided that this does not infringe upon the reasonable exercise of the privacy or property rights of others.~~

#### ~~(4) Jurisdiction of the College~~

- ~~(a) College jurisdiction, including jurisdiction to impose disciplinary sanctions for violation of the Code, extends to any conduct which occurs on the campus of the College and to any conduct that occurs off campus that adversely impacts the College, the College community, or the pursuit of the mission of the College.~~
- ~~(b) All students are subject to the Code. In addition to responsibility for their own conduct and actions, students may be responsible for their guests and their guests' conduct.~~
- ~~(c) Students charged with violating the Code will be provided with notice of the charges, will have the right to present information in their favor, the right to respond to the charges, and the right to a decision based upon the record of a formal hearing.~~

#### ~~(5) Offenses~~

- ~~(a) Any of the following actions, or the aiding, abetting, or inciting of any of the following actions, constitutes an offense for which a student will be subject to the student disciplinary process:~~
  - ~~1. Misuse of Keys—Unauthorized possession or use of any key or key type device to any College facility or property.~~
  - ~~2. Misuse of Identification—The use of falsified identification documents or of another's identification card/document, including the use of another's computer account/password.~~
  - ~~3. False Information—Knowingly making a false oral or written statement to any College board, committee, office, or member of the College community.~~
  - ~~4. Misuse of Materials—Unauthorized reading, removing, duplicating, photographing, and/or forging,~~

counterfeiting, altering or misusing of any College material, file, document or record, computer records, software, data files and similar entities owned or maintained by any member of the College community.

5. ~~Failure to Respond to Notice~~— Failure to make a timely response to any official request from a member of the faculty, administration, or staff. The College requires that each student maintain a current address on file with the College. Official College correspondence mailed to that address is deemed sufficient as notice to the student. It is a student's responsibility to notify the College immediately of any change of address.
6. ~~Failure to Respond to Instructions~~— Failure to comply with authorized oral instructions from or agreements with College officials, including student employees, acting in accordance with their assigned duties.
7. ~~Misuse of Property~~— Destruction, damage, misuse, or defacing of, or unauthorized entry into College buildings or property, private property and personal property, on the campus of the College, including but not limited to access to the College pool, access to files, documents, records, research apparatus, or library materials, including computer systems, networks, and peripherals, owned or maintained by members of the faculty, administration, staff, or student body. It also includes intentional misuse of any College fire alarm or safety equipment.
8. ~~Aiding and Abetting~~— Any student who knowingly acts in concert to violate a Student Code of Conduct policy, who knowingly acts to conceal, or who knowingly obstructs an investigation will be subject to the student disciplinary process.
9. ~~Theft~~— The unauthorized taking, misappropriation or possession of any real, personal, or intellectual property owned or maintained by the College or any person on campus.
10. ~~Gambling~~— Conducting or organizing any form of gambling which harms or exploits any member of the College community.
11. ~~Hazing~~— Hazing means any action or situation which recklessly or intentionally endangers the mental or physical health or safety of a student for the purpose of initiation or admission into an affiliation with an organization. Such actions shall include, but not be limited to, any brutality of a physical nature, such as whipping, beating, branding, forced calisthenics, exposure to the elements, forced consumption of any food, liquor, drug, or other substance, or any other forced physical activity which could adversely affect the physical health or safety of the individual to extreme mental stress, such as sleep deprivation, forced exclusion from social contact, forced conduct which could result in extreme embarrassment, or any other forced activity which could adversely affect the mental health or dignity of the individual.
12. ~~Weapons, Firearms, or Explosive Devices~~— The unauthorized possession, use or sale of any weapon, firearm, or any incendiary, explosive or destructive device, including fireworks.
13. ~~Bomb Threat~~— Reporting false presence of an explosive or incendiary device.
14. ~~Illegal Use or Possession of Drugs~~— Illegal possession, use, sale or attempt to obtain any drug. The term "drugs" includes any narcotic drug, central nervous system stimulant, hallucinogenic drug,

barbiturate, or any other substance treated as such and defined by the law as a drug or controlled substance. See New College Regulation—6 3004 for specifics regarding level of offenses and sanctions.

15. ~~Privacy—Failure to respect the right to privacy of any member of the College community, including accessing another's computer files and/or email, prying observation, or voyeurism.~~
16. ~~Illegal Downloading of File Sharing Material.~~
17. ~~Inappropriate Expression—The College recognizes that students must be free to utilize their constitutional rights to freedom of speech and freedom to assemble. While students are encouraged to express those rights, any demonstrations or protests must be non-violent in nature, and must be conducted without endangering their own health and safety, or the health and safety of other students, faculty, staff, or visitors. Students shall not knowingly damage any College or personal property. No student or group of students shall obstruct the free movement of other persons, including police and other emergency service personnel about the campus, interfere with the use of College facilities, or prevent the normal operation of the College, both inside and outside the classroom setting.~~
18. ~~Bullying, Harassment or Retaliation—Conduct which creates an intimidating, hostile, offensive working or educational environment, or harassment of a Complainant or other person alleging misconduct, including, but not limited to intimidation and threats, as well as shaming and bullying on electronic forums and social media.~~
19. ~~Disruptive Conduct—Actions that impair, interfere with or obstruct the orderly conduct, processes and functions of the College. Disruptive conduct shall include, but not be limited to the following:
  - a. ~~Interference with freedom of movement of any member or guest of the College;~~
  - b. ~~Impeding or interference with the rights of others to enter, use or leave any College facility, service or scheduled activity, or to carry out their normal functions or duties;~~
  - c. ~~Interference with academic freedom and freedom of speech of any member or guest at the College; or~~
  - d. ~~Threats of Violence—An intentional threat by word or act to do violence to another person, and doing some act which creates a well-founded fear that such violence is imminent.~~
  - e. ~~Breach of Peace, such as causing a disturbance or being unruly.~~~~
20. ~~Violent Misconduct—When one person actually and intentionally touches or strikes another person against his/her will, or intentionally causes bodily harm.~~
21. ~~The following offenses are violations of the student code of conduct, but may also be a violation of Title IX. For conduct which meets the applicable definitions under Title IX, see New College of Florida Regulation 3 4018 regarding Sexual Discrimination/Harassment for specifics about procedures for investigation, adjudication, remedial measure and related matters. Those matters which do not fall under Title IX will be proceeded against under this student code of conduct.~~

- a. ~~Stalking—To repeatedly follow or encounter another person so as to harass that person.~~
  
- b. ~~Sexual Misconduct, Including Sexual Harassment and Public Indecency and Voyeurism—Sexual harassment is conduct of a sexual nature or with sexual implications, which interferes with a person’s status or performance by creating an intimidating, hostile or offensive educational or working environment. This conduct may include, but is not limited to, the following: inappropriate and unwanted touching; the display of sexually explicit or suggestive materials; use of sexually explicit or suggestive language or gestures; and subtle pressure for sexual activity, as well as demands for sexual favors or physical assault. Public indecency refers to open and notorious actions which are offensive to common propriety, e.g., public sexual intercourse.~~
  
- c. ~~Domestic/Relationship Violence—Assault or battery to a person who is a relative, spouse, boyfriend, or girlfriend of the student. This can occur without regard to the gender of the victim or the student in question.~~
  
- d. ~~Sexual Battery/Rape—According to Section 794.011(1)(h), Florida Statutes, sexual battery is the "Oral, anal or vaginal penetration by union with a sexual organ of another or anal/vaginal penetration by another object." The act is performed against the victim's will or without her/his consent. An individual who is mentally incapacitated, asleep or physically helpless or unconscious due to alcohol or other drug consumption is considered unable to give consent. The same definition applies regardless of whether the assailant is a stranger or an acquaintance or a group of individuals. The type of force employed may involve physical violence, coercion or threat of harm to the victim. Date or acquaintance rape is the sexual battery of an individual by someone the victim knows. Group or gang rape is the sexual battery of an individual by multiple perpetrators.~~
  
- 22. ~~Underage Zero Tolerance—As referenced in Section 322.2616, Florida Statutes, the State of Florida prohibits persons under the age of 21 from having a breath alcohol level of 0.02 percent or higher and to drive or be in actual physical control of a motor vehicle. Such violations shall result in the State suspending one’s license and referral to the student disciplinary process. See New College Regulation 6-3004 for specifics regarding level of offenses and sanctions.~~
  
- 23. ~~Disorderly Intoxication—No student shall be publicly intoxicated to the point of being unruly, causing a disturbance, or endangering the safety of himself/herself or another person or property. See New College Regulation 6-3004 for specifics regarding level of offenses and sanctions.~~
  
- 24. ~~Violation of New College of Florida Alcohol and Other Drug Regulation 6-3004.~~
  
- 25. ~~Inappropriate Conduct at College-sponsored Events—Students are expected to govern their behavior at College-sponsored events and conduct themselves within the guidelines of the Student Code of Conduct.~~
  
- 26. ~~Violation of Residence Hall Policies as set out in student housing contracts.~~
  
- 27. ~~Bikes/Skateboards/Rollerblading—Riding a bicycle, skateboard, or rollerblades within an area on campus where there are signs posted that such actions are strictly prohibited is cause for referral to~~

Office of Student Affairs.

~~28. Violation of New College of Florida traffic rules and regulations.~~

~~29. Violation of any federal, state, or local law, ordinance, rule or regulation, including but not limited to the rules, regulations, and written policies of the Florida Board of Governors and New College of Florida.~~

~~30. Violation of probation—Failure to abide by conditions of probation.~~

~~31. Obstruction of Student Judicial Process—Acts that disrupt the College judicial process, including attempting to coerce or influence a person in order to discourage their participation in any judicial proceeding. Such acts shall include, but may not be limited to:~~

~~a. Failure to appear at an official College hearing when proper notification has been provided;~~

~~b. Knowingly falsifying, distorting or misrepresenting information before a judicial proceeding;~~

~~c. Deliberate disruption or interference with the orderly conduct of a judicial proceeding;~~

~~d. Knowingly initiating a complaint/referral without cause;~~

~~e. Use of threats, coercion, or intimidation to discourage proper participation or use of the judicial process;~~

~~f. Attempting to influence the impartiality of a member of the judicial process prior to or during the course of the judicial proceeding;~~

~~g. Harassment or intimidation of any participant in the judicial process.~~

~~(b) Misbehavior of Guests—When a student invites a guest to the campus, the student is either responsible for being physically present while the guest is on campus or the visitor must have an authorized, current College guest card. Students are responsible for their guests' conduct. Students will be held accountable for any actions or conduct of their guests that are in violation of this Code.~~

~~(6) Student Conduct Process and Procedures. [See section (3)(c)12 for student and student organization due process protections. See New College Regulation 3-4018 for Sexual Discrimination/Harassment Process and Procedures. See section (7) of this regulation for Academic Dishonesty Process and Procedures.]~~

~~(a) Filing a Complaint~~

~~1. Official complaints must be in writing. Verbal complaints can be made but may be dealt with informally, rather than following the procedure outlined below.~~

- ~~2. Any member of the College community may file a complaint against a student asserting a violation of the Student Code of Conduct. Complaints must be filed in writing with the Office of Student Affairs, (Hamilton Classroom 001, New College, 5800 Bay Shore Road, Sarasota, FL 34243) within a reasonable time following the discovery of the violation. In no event may a complaint be filed later than six (6) months after the time that the event was discovered, or reasonably should have been discovered, except in extraordinary circumstances. A complaint must include the following information:
  - ~~a. The name, address, telephone number, and email address of the person filing the complaint.~~
  - ~~b. The name of the student or students alleged to have committed the violation, and, if known, their address, telephone number, and email address.~~
  - ~~c. A statement of the provision or provisions of the Code that have been violated.~~
  - ~~d. The date when the violation occurred.~~
  - ~~e. A summary of the conduct or the essential facts asserted to violate the Code.~~
  - ~~f. The signature of the person filing the complaint.~~~~
- ~~3. The Office of Student Affairs shall investigate all complaints. Within five (5) business days of the filing of a complaint, the Dean shall determine whether there are reasonable grounds to believe that a violation of the Code has occurred. If it is determined that reasonable grounds exist, pre-hearing procedures will be initiated. At this point the College becomes the Complainant throughout the student conduct process.~~
- ~~4. If at any point the Dean determines that charges are not warranted or that insufficient evidence exists to continue, the charges may be withdrawn. In the event charges are withdrawn, the student shall be notified via mail and email within two (2) business days of the decision.~~

~~(b) Pre-hearing Procedure~~

- ~~1. The Dean shall appoint a Student Conduct Officer. The Student Conduct Officer shall be a member of the faculty, administration, or the Office of Student Affairs.~~
- ~~2. The Student Conduct Officer will email and mail, via campus mailbox, a written notice of the charges to the Respondent. Failure to respond to a written notice of charges is a violation of the Code and may result in additional charges. The notice will also remind the Respondent of how to access the Code so that the student can understand the procedures that will be followed. The written notice of charges shall include a statement of the essential facts constituting a violation of the Code.~~
- ~~3. The Student Conduct Officer will conduct a preliminary meeting with the Respondent charged with violation of the Code. The meeting shall be conducted within five (5) business days of the date that~~

~~the written notice of charges is mailed to the Respondent unless the Respondent provides documentation of extenuating circumstances preventing the Respondent from meeting with the Student Conduct Officer within five (5) business days of the notice being mailed to the student. The preliminary meeting has two purposes:~~

- ~~a. To review the alleged violations and charges, the Code of Conduct, the hearing option and process, possible sanctions, as well as to answer any questions the Respondent may have, and~~
- ~~b. To give the Respondent the option of acknowledging responsibility for the alleged violation and to accept the sanction proposed by the Student Conduct Officer in accordance with the Code or to contest responsibility and/or the sanction through the hearing process. The decision of the Respondent shall be confirmed in writing.~~

- ~~4. The Respondent has the right to have an advisor, advocate, or legal representative, at the Respondent's own expense, present at the proceeding. Such person may directly participate in all aspects of the proceeding, including the presentation of relevant information and questioning of witnesses.~~
- ~~5. The Respondent and the Respondent's advisor, if any, shall have the right to inspect all of the information that will be presented during the Community Board hearing at least three (3) business days before the hearing. The College also has the right to review any information the Respondent intends to use at the hearing at least three (3) business days before the hearing.~~
- ~~6. The Dean, in consultation with the President, is authorized to institute interim measures including, but not limited to, removal from on-campus housing, restrictions on attending classes, restriction on attending on-campus activities and, when appropriate, suspension from the College if, in their judgment, the student's continued presence or use of privileges at the College pending the outcome of proceedings, is likely to cause harm to members of the College community. Any interim suspension shall be based upon information gathered in the initial stage of the investigation of student misconduct. Students issued an interim suspension must be provided an expedited emergency hearing within 48 hours of the preliminary hearing conducted by the Student Conduct Officer.~~

#### ~~(e) Hearing Procedures~~

- ~~1. Composition of Community Board:~~
  - ~~a. Each specific Community Board will consist of six members, three students and three full time, regular members of the faculty or staff, drawn from the available pool of Community Board members who have been vetted and trained annually. A Chair will be selected by the members for each hearing.~~
  - ~~b. No member of the Board may have a conflict of interest in the proceeding, he/she will not be eligible to serve. The Complainant or the Respondent may request that any member of the Board step down when a conflict of interest exists.~~

~~c. The Student Conduct Officer shall advise the Community Board during the hearing and, if necessary, provide the tie-breaking vote when the Board decision is evenly split concerning a Respondent's responsibility or sanction.~~

## ~~2. Procedures~~

- ~~a. All Community Board hearings shall be conducted within fifteen business days of the Respondent's request for a hearing, unless extenuating circumstances require an extension of no more than fifteen additional business days. The Respondent and Complainant shall be given at least seven business days' notice of when and where the hearing will be scheduled. If a Respondent fails to appear without justification, the Board may continue in the Respondent's absence. The Respondent has the right to have an advisor, advocate, or legal representative, at the Respondent's own expense, present at the hearing. Such person may directly participate in all aspects of the proceeding, including the presentation of relevant information and questioning of witnesses.~~
- ~~b. At the start of the hearing the Student Conduct Officer will announce that the proceedings will be recorded and then turn the proceeding over to the Chair.~~
- ~~c. Board members shall introduce themselves and individually declare that they have completed the requisite Community Board training.~~
- ~~d. The Chair reads the charges against the Respondent and asks the Respondent to state for the record whether the Respondent accepts responsibility for each charge.~~
- ~~e. After the Respondent's response to the charges, the Complainant will make a statement to substantiate the allegations and provide any relevant documentation or evidence other than witness testimony. Following the Complainant's statement the Respondent will be allowed to make a statement refuting or contextualizing the information provided by the Complainant and provide any relevant documentation or evidence other than witness testimony. The Respondent may not be forced to present testimony that is self-incriminating. Such silence may not be used against the Respondent. However, the College is not required to postpone disciplinary procedures or actions pending criminal prosecution.~~
- ~~f. Following the statements and presentation of evidence by each party, the Complainant will present any witnesses to the alleged violation(s) and ask questions of them. The Respondent will then be permitted to ask questions of those witnesses. After all of the Complainant's witnesses have been questioned by both parties, the Respondent may call witnesses and ask questions of them. The Complainant shall be permitted to ask questions of each of the Respondent's witnesses. Witnesses are only to appear when they need to testify.~~
- ~~g. The Complainant shall then be allowed to make a closing statement summarizing the evidence presented demonstrating that the Respondent violated the Code of Conduct. Then the Respondent~~



shall be allowed to make a closing statement summarizing the evidence presented demonstrating that the Respondent did not violate the Code of Conduct.

- ~~h.—After hearing all relevant testimony and reviewing all relevant evidence the Board shall determine by majority vote whether it believes the Respondent has violated the Code. If the Board determines that it believes the Respondent is responsible, then it shall meet in private to recommend, again by majority vote, an appropriate sanction in accordance with the Code. The Board’s findings will be submitted to the Associate Dean of Student Affairs in writing within 24 hours of the decision being reached. The findings may include dissenting opinions, if any.~~
- ~~i.—All hearings will be closed to spectators.~~
- ~~j.—If a hearing involves more than one Respondent, the Dean shall determine whether hearings concerning each Respondent will be conducted separately or jointly. The determination shall be based upon consideration of the fairness of the proceeding to all of the parties. If conducting hearings jointly will prejudice any of the Respondents, the hearings shall be conducted separately.~~
- ~~k.—Questions and answers from Complainant, Respondent and witnesses shall all be addressed to the Board, not asked directly. Civility and maturity is expected from all parties. The Complainant, the Respondent, as well as members of the Community Board, will have the opportunity to ask questions.~~
- ~~l.—No information that is not pertinent to the charges will discussed or considered at the hearing. Only after a decision about whether the Respondent is responsible has been reached can past behaviors be considered by the Board with respect to appropriate disciplinary sanctions.~~
- ~~m.—The Respondent has the right to a presumption that no violation occurred. The burden of proof is on the Complainant. The standard of proof is “preponderance of evidence” and “more likely than not”. The question that the Board should consider is whether it is reasonable to conclude from the information submitted that the Respondent committed the offense for which the Respondent has been charged. This burden differs from the criminal law standard of proof “beyond a reasonable doubt.” Accordingly, the respondent is found “responsible” or “not responsible,” as opposed to guilty or not guilty.~~

~~3. Emergency Hearings. The Student Conduct Officer for expedited emergency hearings will be either the Dean or the Associate Dean of Student Affairs.~~

~~(d) Post Hearing Procedures~~

- ~~1.—Within two (2) business days after receiving the Board’s findings and recommendations, the Associate Dean will review and decide whether to adopt, modify, or reject the Board’s recommended decision and sanctions. If there are any differences between the~~

recommendations of the Board and the decision of the Associate Dean, such variance from the recommendation shall be explained in writing and presented to the Respondent within that two (2) business day period.

- ~~2. The Respondent may appeal the decision of the Associate Dean to the Dean of Student Affairs within five (5) business days of the Associate Dean's decision. The appeal must be in writing and must clearly state the grounds for the appeal. The entire record of the initial hearing will be considered on appeal. The Dean is authorized to contact any participants from the initial hearing for clarification. In considering appeals, the Dean shall determine whether proceedings of the Community Board were conducted fairly and in conformance with the Code, and whether the decision was based upon substantial information, that is, whether there were facts in the case sufficient to support the decision of the Board. The decision of the Dean will be rendered within five (5) business days of receipt of the appeal. The Dean may uphold, amend or overrule the decision of the Associate Dean. Additionally, if appropriate, the Dean may direct that a new hearing be conducted. The decision shall be in writing. A copy will be given to the Respondent and a second copy will be filed in the Dean's office. The Dean's decision shall be final.~~
- ~~(e) A Respondent shall remain eligible to attend classes and College activities pending the College's disciplinary decision and until any appeal is concluded, except as set forth below:~~
- ~~1. In cases where the President or President's designee determines that the health, safety, or welfare of the Respondent or a member of the College community is involved, the Respondent may be temporarily suspended from classes and/or university activities.~~
  - ~~2. In cases where the sanction(s) determined by the College official(s) in the disciplinary decision include either suspension or expulsion, the Respondent's privileges at the university, including the ability to attend classes and engage in university activities may be revoked.~~
  - ~~3. If a Respondent's privileges are temporarily suspended or revoked as described in this paragraph, but the Respondent is subsequently found not responsible for the violation, the university shall:
    - ~~a. Correct any record of the change in enrollment status in the Respondent's permanent records and reports in a manner compliant with state and federal laws; and~~
    - ~~b. Refund to the Respondent a pro rata portion of any charges for tuition and out-of-state fees, as appropriate, if the temporary revocation or suspension of the student's ability to attend classes lasts for more than ten (10) school days.~~~~
- ~~(f) Sanctions. Sanctions shall be commensurate with the offense with consideration given to any aggravating or mitigating circumstances. The Board may take into consideration past sanctions for similar infractions. When imposing sanctions, the Board can review the accused student's past disciplinary file and take into consideration past relevant sanctions. The student's past~~

disciplinary file should not be consulted until the Board has determined whether the Respondent is “responsible” or “not responsible.” Past behavior must be as documented in the student’s discipline file. Any of the following sanctions, or combination of sanctions, can be imposed on a student, group of students, or student organization. Students who are found “not responsible” are not subject to further sanctions.

1. ~~Expulsion—Permanent termination of a student’s privilege to attend the College, including trespass on campus. In cases where the student resides on campus, the student will be given reasonable time to vacate the residence halls (e.g., 24-48 hours). During the period of the expulsion, all of the student’s contact with College departments and services must be through the Office of Student Affairs.~~
2. ~~Suspension—Termination of a student’s privilege to attend the College for a specific period of time, including trespass on campus. In cases where the student resides on campus, the student will be given reasonable time to vacate the residence halls (e.g., 24-48 hours). During the period of the suspension, all of the student’s contact with College departments/services must be through the Office of Student Affairs.~~
3. ~~Exclusion from the Residence Halls—permanent or temporary termination of the student’s privilege to live in the New College Residence Halls. In cases where the student currently resides on campus, the student will be given reasonable time to vacate the residence halls (e.g., 24-48 hours). During the period of the Residence Hall expulsion, the student is in effect trespassed from using any of the Residence Halls, attending social gatherings in and around the halls, visiting friends or acquaintances in the halls or using the residence hall facilities or the residential life’s staff services.~~
4. ~~Disciplinary Probation—An official warning that the student’s continued enrollment depends upon the maintenance of satisfactory citizenship during the period of disciplinary probation. A favorable recommendation to outsiders normally will not be furnished during the period of disciplinary probation. When disciplinary probation is imposed as a sanction, the student should be advised of the consequences of violation of the disciplinary probation. In the event disciplinary probation terms or conditions are violated, the Dean will impose the consequences of the disciplinary probation violation.~~
5. ~~Restrictions and behavioral contracts—Conditions imposed on a student that specifically dictate and limit the future presence on campus and participation in College-related activities. The restrictions involved will be clearly identified and can include a restraining order forbidding the Respondent from all contact with individual members of the College community. Restrictions also can include denial of the privilege to operate a motor vehicle on campus, denial of participation in certain activities/events/organizations, denial of access to use of College services, and denial of presence in certain buildings or locations of campus.~~
6. ~~Involuntary withdrawal—College withdrawal of student from enrollment and student status.~~
7. ~~Restitution and/or fine—A set monetary fee or payment for injury in cases involving theft, destruction of property, etc.~~

~~8. Other appropriate educational sanctions, such as community service hours, educational programs, written assignments, counseling, and evaluation.~~

~~9. Trespass—Restriction from a specific area on campus.~~

~~10. Reprimand—a letter which makes the incident a matter of record in the student’s college file.~~

~~11. Warning—an oral reprimand.~~

~~(g) Time Frames. Minor deviations in any time frame, time period, or time limitation set out in the Code are acceptable if they are not prejudicial to the College or the student. However, any deviation from the time frame shall be both noted and explained in the record.~~

~~(h) Status of Written Decisions or Appeals. Complaints, written decisions of the Board, and written decisions in appeal proceedings and any other written material submitted with regard to student conduct proceedings shall be treated as student records subject to confidentiality requirements of federal and State of Florida law. The records of Student Code of Conduct proceedings shall be kept separate from a student’s academic records and maintained by the Office of the Dean of Student Affairs in a secure file. These records shall be destroyed ten years after the student’s termination of enrollment at the College.~~

#### ~~(7) Academic Dishonesty and Disruption of Academic Process~~

~~(a) Plagiarism: Plagiarism is defined as “literary theft” and consists of the unattributed quotation of the exact words of a published text, or the unattributed borrowing of original ideas by paraphrase from a published text. On written papers for which the student employs information gathered from books, articles, web sites, or oral sources, each direct quotation, as well as ideas and facts that are not generally known to the public at large, or the form, structure, or style of a secondary source must be attributed to its author by means of the appropriate citation procedure. Only widely known facts and first hand thoughts and observations original to the student do not require citations. Citations may be made in footnotes or within the body of the text. Plagiarism also consists of passing off as one’s own segments or the total of another person’s work.~~

~~(b) Cheating. Cheating is defined as follows:~~

~~1. the unauthorized granting or receiving of aid during the prescribed period of a course-graded exercise: students may not consult written materials such as notes or books, may not look at the paper of another student, nor consult orally with any other student taking the same test;~~

~~2. asking another person to take an examination in his/her place;~~

~~3. taking an examination for or in place of another student;~~

~~4. stealing visual concepts, such as drawings, sketches, diagrams, musical programs and scores, graphs, maps, etc., and presenting them as one’s own;~~

5. ~~stealing, borrowing, buying, or disseminating tests, answer keys or other examination material except as officially authorized, research papers, creative papers, speeches, etc.;~~
  6. ~~stealing or copying computer programs and presenting them as one's own. Such stealing includes the use of another student's program, as obtained from the magnetic media or interactive terminals or from cards, print-out paper, etc.~~
- (e) ~~Procedures for Handling Student Violations Involving Alleged Academic Dishonesty and Disruption of Academic Process:~~
1. ~~An apparent violation of academic honesty is handled initially by the instructor, who will discuss the incident with the student. The student may request a meeting with his/her contract sponsor and the instructor to discuss the incident further. The instructor should contact the student's contract sponsor and the Dean of Studies to inquire whether the student has engaged or allegedly engaged in academic dishonesty in the past.~~
  2. ~~If the instructor decides, after the procedures in step (1) above, that further action is warranted, he or she will inform the student that the issue is being referred to the Dean of Studies.~~
  3. ~~The Dean of Studies may meet with the faculty member(s) and/or the student to resolve the issue or may convene a hearing board consisting of an equal number of students and faculty. The hearing board shall review evidence, hear witnesses, and consider all related matters. The Dean of Studies will provide the student with no less than 5 days' notice prior the hearing. The respondent may have an advisor present, at the respondent's own cost. If scheduling difficulties arise due to the availability of said advisor, the hearing will proceed regardless.~~
  4. ~~The hearing board will provide the Dean of Studies with its determination of responsibility and recommendation for sanction. The Dean of Studies will consider the recommendation and impose the appropriate sanction.~~
  5. ~~If found responsible, the respondent may appeal the Dean of Studies' decision to the Provost. The appeal must be in writing, state with specificity the grounds for appeal, and be within 5 days of receiving the Dean of Studies decision.~~
  6. ~~In the event of an appeal, the decision of the Provost shall be final.~~

~~Provisions of this Code shall be construed in order to enhance the mission of the College.~~

*Authority: Article IX, Sec. 7, Fla. Constitution; Fla. Stat. 1006.60; Fla. Board of Governors Regulations 1.001, and 6.0105*

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