

UWF Proposed
December 19, 2025

ARTICLE 11 FACULTY PERFORMANCE EVALUATIONS

11.1 Policy.

- (a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of a Faculty Member's performance of assigned duties consistent with the criteria specified in Section 11.4 (Criteria). The performance of Faculty, other than those who have received notice of non-reappointment under Section 13.2 (Notice) or those not entitled to receive notice of non-reappointment under Section 13.2 (Notice) will be evaluated at least once annually, and they will be advised of the academic term during which such evaluation will be made. Personnel decisions will take such annual evaluations into account, provided that such decisions need not be based solely on written Faculty performance evaluations.
- (b) Sustained Performance Evaluations. Faculty identified in Section 11.3(b) (Procedures) of this Article will receive a Sustained Performance Evaluation in accordance with the terms therein.
- (c) Post-Tenure Review. Faculty identified in Section 11.3(c) (Procedures) of this Article will receive a post-tenure review in accordance with the terms therein.
- (d) Discipline. Any disciplinary action taken pursuant to a failed Performance Improvement Plan will follow the procedures of Article 17 (Disciplinary Action).

11.2 Sources and Methods of Evaluation.

- (a) In preparing the annual evaluation, the person(s) responsible for evaluating the Faculty Member may consider, where appropriate, information from the following sources: immediate Supervisor, peers, students, Faculty Member/self, other University officials who have responsibility for supervision of the Faculty Member, and individuals to whom the Faculty Member may be responsible in the course of a service assignment, including public school officials when a Faculty Member has a service assignment to the public schools.
- (b) ~~Student Evaluations~~ Student Assessment of Instruction. ~~Section 11.2(b) (Sources and Methods of Evaluation) will go into effect on the first day of the Fall 2010 Semester.~~
 - (1) Student ~~evaluations~~ assessment of instruction are a regular part of faculty evaluation. Therefore, each Fall and Spring Semester, Faculty will ensure that student assessment of instruction evaluations (using the standard University form) are administered for every course and every section taught. Such student evaluations assessment of instruction, including narrative comments, will be provided to the Department Chair/Director so as to be included in the material considered for the Faculty Member's annual evaluation.

UWF Proposed
December 19, 2025

(2) Considerations for Fair and Equitable Treatment

- a. _____ Faculty Members will have the right to rebut student ~~evaluation~~ assessment of instruction comments and feedback by preparing a written rebuttal. There will be no limit to the length of the rebuttal. The rebuttal will be attached to the student ~~evaluations~~ assessment of instruction in the Faculty Member's master evaluation file. The rebuttal should address extenuating circumstances and other factors that might clarify how comments and numerical ratings should be interpreted by Supervisors.
- b. No personnel action will be taken on the basis of student narrative comments that have not been corroborated by evidence other than student ~~evaluations~~ assessment of instruction.
- c. Written comments from students will be considered in the context of other information submitted by the Faculty Member about teaching performance.
- d. ~~Beginning with the 2018–2019 Academic Year,~~ Faculty are required to submit at least one example of teaching quality in addition to the standard university teaching assessment material. Examples should be consistent with indicators identified in the Tenure and Promotion guidelines, such as outcome assessment data, peer review observations, syllabi, assessment samples, etc. Acceptable supplemental examples may also be outlined in Department/Unit bylaws.
- e. ~~Summaries of s~~ Student ~~evaluations,~~ assessment of instruction, including the narrative comments, will be provided to the Faculty Member at least fourteen (14) Days in advance of the Faculty Member's due date for annual evaluation materials. In the event that a Faculty Member receives his or her student ~~evaluation-~~ assessment of instruction data less than fourteen (14) Days prior to this due date, the deadline for Faculty submission of materials ~~shall~~ will be ~~adjusted~~ moved forward proportionally.

11.3 Procedures.

(a) Annual Evaluation.

- (1) The proposed written annual evaluation, including the Faculty Member's annual assignment which was furnished pursuant to Section 10.3 (Annual Assignment) will be provided to the Faculty Member within forty-five (45) Days after the end

UWF Proposed
December 19, 2025

of the academic term during which such evaluation was made. The Faculty Member will be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the Faculty Member's evaluation file.

- (2) The evaluation will 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 will be provided to the Faculty Member.
 - (3) The Faculty Member 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.
 - (4) Each University College or Department/Unit will develop and maintain procedures by which to evaluate each Faculty Member according to criteria specified in Section 11.4 (Criteria). These procedures will include the method for the distribution of any departmental merit salary increase funds specified that might become available. The faculty of each College or Department/Unit, who are eligible to vote in faculty governance, will participate in the development of these procedures and will recommend implementation by vote of a majority of at least a quorum of those faculty members.
 - a. The proposed procedures or revisions thereof will be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement.
 - b. If the President or representative determines that the recommended procedures do not meet the conditions in Section 11.3(a)(4) (Procedures), above, the proposal will be referred to the College or Department/Unit for revision with a written statement of reasons for non-approval. No merit salary increase funds will be provided to a College or Department/Unit until the procedures to be used have been approved by the President or representative.
 - c. Approved procedures, and revisions thereof, will be kept on file in the College or Department/Unit office. Faculty in each College or Department/Unit will be provided a copy of that College or Department's/Unit's current procedures for annual evaluation.
 - (5) Upon written request from the Faculty Member, the person(s) responsible for supervising and evaluating a Faculty Member will endeavor to assist the Faculty Member in correcting any major performance deficiencies reflected in the Faculty Member's annual evaluation.
- (b) Sustained Performance Evaluations
- (1) The University shall conduct Sustained Performance Evaluations (SPE) on Faculty in the ranks of University Librarian and Associate University Librarian. The purpose of the SPE is to assess the Faculty Member's sustained performance and professional growth as of the date of the evaluation. The expectations for SPEs shall be aligned with the qualifications for promotion in place at the time of the evaluation.
 - (2) The SPE shall be conducted in the Faculty Member's sixth Academic Year after receiving promotion or hire into that position and every sixth Academic Year

UWF Proposed
December 19, 2025

thereafter and will evaluate the Faculty Member on his or her performance over the previous six-Year period. Each Faculty Member may elect a one-Year deferral once in his or her career at UWF. This would allow the SPE to be conducted in the seventh Academic Year. When a Faculty Member elects to utilize the one-time, one-Year postponement of the SPE, the Faculty Member's next, and all subsequent, SPEs will follow a six-Year schedule from the one-Year postponement.

- (3) There are three tiers for the SPE. The attainment of Distinguished (Tier One) shall reflect distinction that clearly exceeds the University and departmental promotion standards and expectations in place at the time of the evaluation for excellence in quantity, quality, or both. The attainment of Satisfactory (Tier Two) shall satisfy the University and departmental standards and expectations in place at the time of the evaluation for excellence in quantity, quality, or both. An evaluation that is Unsatisfactory (Tier Three) reflects performance that does not satisfy the University and departmental promotion standards and expectations in place at the time of the evaluation for excellence in quantity, quality, or both. A Tier Three Rating will require the Faculty Member to enter into a formal Performance Improvement Plan.
- (4) A Faculty Member at the rank of University Librarian who receives a Tier One Distinguished rating shall receive a \$6000 increase to the base salary. A Faculty Member in the rank of Associate University Librarian who receives a Tier One Distinguished rating shall receive a \$3000 increase to the base salary. A Faculty Member at the rank of University Librarian who receives a Tier Two Satisfactory rating shall receive a \$4000 increase to the base salary. A Faculty Member in the rank Associate University Librarian who receives a Tier Two Satisfactory rating shall receive a \$2000 increase to the base salary. An Unsatisfactory Sustained Performance Evaluation will result in no wage increase.
- (5) If a Faculty Member goes up for promotion and SPE simultaneously in the same Academic Year, and both the promotion and the SPE are successful, the amount of the SPE tier salary increase will be at the rate of the new rank.
- (6) On an annual basis the Provost will issue a memorandum identifying the Faculty that will receive an SPE for the following Academic Year. The Provost's memorandum will describe the process and timeline for the submission of materials by the Faculty Member.
- (7) The materials to be submitted by the Faculty Member being evaluated will reflect the six Years corresponding to the candidate's SPE and will be the same as an application for promotion. There shall be no letters of recommendation included in the submission. Evidence of sustained performance must be substantive and detailed with documentation.
- (8) Review and Recommendations
 - a. The Faculty Member's dossier for the SPE shall be submitted to the Faculty Member's Department Chair for review. The Chair shall make a recommendation to the Dean regarding whether the criteria were met. The Dean will ask the College Personnel Committee for a recommendation

UWF Proposed
December 19, 2025

regarding whether the criteria were met. Neither the Chair nor the College Personnel Committee will make a recommendation as to the tier rating. The language used by the Department Chair and the College Personnel Committee in their respective evaluations will not be restricted as long as neither makes a tier rating. For the purposes of this section, "making a tier rating" shall be understood as an evaluator's use of the explicit terms, "Tier One," "Tier Two," or "Tier Three" in reference to the SPE. The use of qualitative evaluative language by the Chair or College Personnel Committee outside of the terms, "Tier One," "Tier Two," or "Tier Three," shall not constitute an implicit or explicit recommendation of tier rating.

- b. The Dean will make a separate review and recommendation to the Provost. The Dean's recommendation will include a tier rating in accordance with Section 11.3(b)(3) (Procedures) of this Article. The recommendations of the Chair, College Personnel Committee, and Dean will be submitted to the Provost who will conduct a separate review and make a final decision regarding whether the promotion criteria were met and the tier rating.
- (9) Authorized leaves of absence may, under the provisions of Article 19 (Leaves), be credited toward the period of the six-Year evaluation period or may suspend the running of the period at the election of the Faculty Member.
 - (10) Faculty receiving "Unsatisfactory" ratings on an SPE will enter into a Performance Improvement Plan (PIP). PIP will be developed by the Chair in concert with the Dean within thirty (30) Days of the date of the evaluation. The Faculty Member will be provided with an opportunity to provide input into the PIP. The PIP shall outline each of the areas needing attention and improvement so that the Faculty Member shall meet the promotion standards in place at the time of the evaluation, upon successful completion of the PIP. The PIP shall provide specific performance targets and a time period for achieving the targets. The PIP must be approved by the Provost. The Chair will meet regularly with the Faculty Member to review progress toward meeting the performance targets. However, it is the responsibility of the Faculty Member to attain the performance targets specified in the PIP within the specified time frame and demonstrate competency in his or her position. The Faculty Member's next SPE will follow a new six-Year schedule beginning with the Academic Year following the Academic Year of successful completion of the PIP.
- (c) Post-Tenure Review
 - (1) Tenured Faculty are required to undergo post-tenure review as outlined in the Board of Governors Regulation 10.003.
 - (2) On an annual basis the Provost shall issue a memorandum identifying the Faculty that will undergo post-tenure review for the following Academic Year. The Provost's memorandum will describe the process and timeline for the submission of materials by the Faculty Member.
 - (3) The materials to be submitted by the Faculty Member being evaluated will reflect the five Years corresponding to the candidate's post-tenure review.

UWF Proposed
December 19, 2025

- (4) For tenured Faculty who achieve a performance rating of “exceeds expectation” as defined in BOG Reg.10.003 the Deans will recommend a salary increase of \$6000 for Professors, \$4000 for Associate Professors, and \$2000 for Assistant Professors.
- (5) For tenured Faculty who achieve a performance rating of “meets expectations” as defined in BOG Reg,10.003, the Deans will recommend a salary increase of \$3000 for Professors, \$2000 for Associate professors and \$1000 for Assistant Professors.
- (6) Tenured Faculty who have served in out-of-unit administrative roles for more than two Years shall not be required to undergo a post-tenure review until the Faculty Member has completed five consecutive Academic Years in unit following return to the Bargaining Unit. For the purposes of post-tenure review, Faculty Senate President is not an “administrative role.”
- (7) The process for creating and approving criteria identifying the level of accomplishment and productivity relative to the Faculty Member’s assigned duties in research, teaching, and service, including extension, clinical, and administrative assignments, shall follow the same University process as the creation and approval of tenure and promotion criteria.
- (8) The post-tenure review shall not consider or otherwise discriminate based on the Faculty Members’ political or ideological viewpoints.
- (9) Post-tenure review criteria shall be in place and available for review prior to Faculty putting forward a post-tenure review file.
- (10) If a Faculty Member goes up for promotion and post-tenure review simultaneously in the same Academic Year, and both the promotion and the post-tenure review are successful, the amount of the post-tenure review tier salary increase shall be recommended at the rate of the new rank.

11.4 Criteria.

The annual performance evaluation will be based upon assigned duties and will carefully consider the nature of the assignments, in terms, where applicable, of:

- (a) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation will include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students’ critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the Faculty Member’s teaching assignment.
- (b) The teaching evaluation must take into account any relevant materials submitted by the Faculty Member, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator.
- (c) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative

UWF Proposed
December 19, 2025

activity will include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and research and creative activity that have not yet resulted in publication, display, or performance.

- (d) The evaluation will include consideration of the Faculty Member's productivity, including the quality and quantity of what has been done during the year, and of the Faculty Member's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.
- (e) 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.
- (f) Participation in the governance processes of the institution through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental or College meetings.
- (g) Other assigned University 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.

11.5 Proficiency in Spoken English.

No Faculty Member will be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established by Florida law and University Regulation for testing such deficiency.

- (a) Faculty involved in classroom instruction, other than in courses conducted primarily in a foreign language, found by the Supervisor, as part of the annual evaluation, to be potentially deficient in English oral language skills, will be tested in accordance with appropriate procedures and examinations established by statute and rule cited above for testing such skills. No reference to an alleged deficiency will appear in the annual evaluation or in the personnel file of a Faculty Member who achieves a satisfactory examination score determining proficiency in oral English as specified in the rule (currently "50" or above on the Test of Spoken English).
- (b) Faculty who score at a specified level on an examination established by statute and rule cited above for testing oral English language skills ("45" on the Test of Spoken English), may continue to be involved in classroom instruction up to one (1) Semester while enrolled in appropriate English language instruction, as described in paragraph (d), below, provided the appropriate administrator determines that the quality of instruction will not suffer. Only such Faculty Members who demonstrate, on the basis of examinations established by statute or rule, that they are no longer deficient in oral English language skills may be involved in classroom instruction beyond one (1) Semester.
- (c) Faculty who score below a minimum score on an examination established by statute and rule for determining proficiency in oral English (currently "45" on the Test of Spoken

UWF Proposed
December 19, 2025

English) will be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the University under paragraph (d), below, unless during the period of instruction the Faculty Member is found, on the basis on an examination specified above, to be no longer deficient in oral English language skills. In that instance, the Faculty Member will again be eligible for assignment to classroom instructional duties and will not be disadvantaged by the fact of having been determined to be deficient in oral English language skills. It is the responsibility of each Faculty Member who is found, as part of the annual evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established by statute and rule for determining such proficiency (see paragraph (a)), to take appropriate actions to correct these deficiencies. To assist the Faculty Member in this endeavor, the University will provide appropriate English language instruction without cost to such Faculty Members for a period consistent with their length of appointment and not to exceed two (2) consecutive Semesters. The time the Faculty Member spends in such instruction will not be considered part of the individual assignment or time worked, nor will the Faculty Member be disadvantaged by the fact of participation in such instruction.

- (d) If the University determines, as part of the annual evaluation, that one (1) or more administrations of a test to determine proficiency in oral English language skills is necessary, in accordance with statute and rule and this section, the University will pay the expenses for up to two (2) administrations of the test. The Faculty Member will pay for additional testing that may be necessary.

11.6 Employee Assistance Programs.

Neither the fact of a Faculty Member’s participation in an employee assistance program nor information generated by participation in the program will be used as evidence of a performance deficiency within the evaluation process described in this Article, except for information relating to a Faculty Member’s failure to participate in an employee assistance program consistent with the terms to which the Faculty Member and the University have agreed.

Michael Mattimore
Chief Negotiator – UWF BOT

Signed by:
Mike Mattimore 01/07/2026
B2F243E3A1044A1...
Date

Jonathan Fink
Chief Negotiator – UFF UWF

DocuSigned by:
Jonathan Fink 01/07/2026
93498C4B25164D9...
Date

UWF Proposed

Article 6 NONDISCRIMINATION

6.1 Statement of Intent.

- (a) The University and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each faculty member, staff member, and student to work and learn in an environment free from any form of unlawful discrimination or unlawful harassment.
- (b) The University and the UFF recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination or harassment, ~~including Title VII of the Civil Rights Act of 1964 (“Title VII”), Title IX of the Education Amendments of 1972 (“Title IX”), the Violence Against Women Act, the Florida Civil Rights Act of 1992, and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The parties reaffirm their commitment to create a diverse faculty that brings new perspectives and new talent into the academy. To this end, the University, with the support of the UFF, will work to implement programs, policies, and practices to facilitate the recruitment of a diverse faculty.~~
- (c) Nothing in this Article is intended to alter the eligibility requirements for benefits provided by the University.
- (d) It is the intent of the University and the UFF that this statement of intent not be subject to Article 22 (Grievance Procedure and Arbitration).

6.2 Nondiscrimination Policy.

- (a) Nondiscrimination. Neither the University nor the UFF will discriminate against any Faculty Member based upon protected classes under federal and State law ~~race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status~~, nor will the University or the UFF abridge any rights of Faculty related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions will be based on job-related criteria and performance.
- (b) Discrimination Prohibition. No employee will discriminate against or harass any other employee or any student based upon protected classes under federal and State law ~~race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status~~.
- (c) Sexual Harassment. Sexual harassment is a form of sex discrimination prohibited under both Title VII and Title IX. The definitions of “sexual harassment” under Title VII and Title IX are relevant to the University and Faculty. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a

UWF Proposed

term or condition of an individual's employment or academic performance or evaluation, (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.

(d) Consensual Relations.

(1) Definitions:

For the purposes of this Section (d), the following definitions pertain:

A **Consensual Relationship** is a mutually acceptable, romantic and/or sexual relationship between a Faculty Member and an employee, student and/or student employee.

A **Conflict of Interest** arises when individuals with the authority and the responsibility to evaluate the work or performance of an employee, student or student employee initiate, acquiesce or engage in an intimate romantic and/or sexual relationship with that employee, student or student employee.

(2) Ethical Considerations.

The University of West Florida is committed to an academic and employment environment free from harassment, discrimination, and unprofessional conduct. Codes of ethics for most professional associations forbid professional-client sexual relationships. Both professor-student and supervisor-employee relationships are similar to those of a professional and a client. The respect and trust accorded to a professor by his or her student, as well as the power exercised by the professor in grading/evaluation, advising, or recommending study and future employment diminish the student's actual freedom of choice when entering upon a relationship with that professor. A similar imbalance pertains in a supervisor/subordinate employee relationship. When these asymmetrical relationships are romantic and/or sexual in nature, they constitute an inherent Conflict of Interest. Accordingly, Consensual Relationships involving Conflicts of Interests are prohibited. Should such a Conflict develop, the teacher, supervisor or advisor has the obligation to disclose its existence and to cooperate in making alternative arrangements for the supervision, evaluation, teaching, grading, or advising of the employee, student and/or student employee. These arrangements will be set forth in a written conflict mitigation plan. The conflict mitigation plan must be approved by the Provost.

6.3 Investigation of Charges of Discrimination and Harassment.

Charges of discrimination, including those filed by Faculty alleging unlawful discrimination or unlawful harassment by students, will be promptly investigated according to established University procedures. No Faculty Member investigated under such procedures will be disciplined until such investigation is complete and a finding of discrimination or harassment has been issued.

- (a) Non-retaliation policy. No retaliation of any kind will be made by a Faculty Member, the University, or UFF against any party, any witness, any UFF representative, or any other

UWF Proposed

participant in this process or in any Grievance arising from this process for reason of such participation.

- (b) To the extent possible, remedial measures to correct the effects of unlawful harassment or unlawful discrimination will not unreasonably adversely affect an individual who was found to be the victim of unlawful discrimination or unlawful harassment.
- (c) If, after the completion of the investigation, any finding of unlawful discrimination is made, a record of the complete findings will be placed in the Faculty Member's master evaluation file. Such findings are not considered evaluative material for purposes of Section 1012.91, Florida Statutes.
- (d) If a finding of no discrimination is made, no record will be placed in the Faculty Member's master evaluation file unless the Faculty Member requests in writing that a record of the complete investigation be placed in the evaluation file.

6.4 Access to Documents.

No Faculty Member will be refused a request to inspect and copy documents related to claims of discrimination under this Article, to which the Faculty Member is a party, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided that the University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

6.5 Discrimination Claims.

Claims that the Board or the University engaged in unlawful discrimination or unlawful harassment may be presented as Grievances pursuant to Article 22 (Grievance Procedures and Arbitration).

- (a) It is the intent of the parties to this Agreement that matters which may be presented as Grievances under Article 22 (Grievance Procedures and Arbitration) be so presented and resolved through that procedure instead of using other procedures.
- (b) The UFF agrees not to process cases arising under this Article when alternative procedures to Article 22 (Grievance Procedures and Arbitration) are initiated by the Grievant, except that a Grievant may file an EEOC charge while the Grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. § 2000e et seq.

6.6 Charges of Discrimination Included as Part of a Grievance.

- (a) Charges of discrimination, including unlawful harassment, included in Grievances will be referred to the University's equal opportunity officer or Title IX Coordinator as appropriate for investigation of those charges in accordance with University procedures.
- (b) If the charges of discrimination or harassment are not separable from other claims in the Grievance, then the entire Grievance will be held in abeyance until a finding has been made on the charges of discrimination or harassment and forwarded to the Step 1 reviewer. The Grievance will then be processed in accordance with the procedures outlined in Section 22.5 (Grievance Procedure) of this Agreement, provided that the thirty-Day limitation specified therein shall be extended to accommodate the investigation of the discrimination complaint, not to exceed a period of ninety Days.

UWF Proposed

- (c) If the charges of unlawful discrimination or unlawful harassment are separable from other claims included in the Grievance, then the charges of unlawful discrimination or unlawful harassment will be held in abeyance until a finding has been made on those charges by the University's equal opportunity officer or Title IX process, while the remaining claims exclusive of the charges of unlawful discrimination or unlawful harassment will be processed in accordance with the procedures outlined in Section 22.5 (Grievance Procedure) of this Agreement. Once a finding has been made by the University's equal opportunity officer or Title IX process on those charges of unlawful discrimination or unlawful harassment that were separated from other claims in the Grievance, the finding will be forwarded to the Step 1 reviewer and the charges of discrimination or harassment will be processed in accordance with the procedures outlined in Section 22.5 (Grievance Procedure) of this Agreement.
- (d) The filing of a complaint with the Equal Employment Opportunity Commission will not affect the processing of a Grievance related to unlawful discrimination or unlawful harassment.

6.7 Academic Freedom.

The parties acknowledge that academic freedom (as defined in Article 5 (Academic Freedom and Responsibility) exists within the restrictions imposed by the laws with regard to unlawful discrimination and unlawful harassment.

Michael Mattimore
Chief Negotiator – UWF Bot

Jonathan Fink
Chief Negotiator – UFF UWF

Signed by:
Mike Mattimore 01/07/2026
B2F243E3A1844A1...
Date

DocuSigned by:
Jonathan Fink 01/07/2026
93498C4B25164D9...
Date