Inter-Campus Academic Relations

among

USF Tampa
USF Sarasota/Manatee
USF Lakeland

Endorsed the Provost, Regional Campus CEOs, and the USF Faculty Senate

Approved by:

Judy Genshaft, President
January 20, 2005
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I. Context

The University of South Florida is one university system, with campuses in Tampa, St. Petersburg, Sarasota/Manatee, and Lakeland. In 2001, the Florida Legislature (F.S. 240.527) established USF St. Petersburg and USF Sarasota/ Manatee as fiscally autonomous campuses of the University of South Florida System. Shortly thereafter, the University President extended like status to USF Lakeland. Presently, the four campuses represent the constituent membership of a single Doctoral/Research-Extensive University System.

USF St. Petersburg is currently seeking legislatively-mandated separate regional accreditation by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS). To assist in meeting this goal, the University President delegated authority to the USF St. Petersburg Regional Chancellor in specific areas, including student admissions, registration, graduation certification, degree designation, curriculum change approval, tenure and promotion review, and the promulgation of campus-based policies and procedures. Accordingly, this document applies only to the relationship among USF Tampa, USF Sarasota/Manatee, and USF Lakeland otherwise referred to as USF in this document.

The aforementioned legislative action was intended to ensure that USF’s regional campuses were equipped to develop distinctive profiles by delivering a wider array of complete degree programs designed to serve the unique needs of their communities. Nevertheless, for the foreseeable future the three campuses must continue to be guided by a singular university mission and vision, remaining interdependent as a single university. Once USF Sarasota/Manatee and USF Lakeland demonstrate their capacity to meet SACS’ core requirements, they too will pursue their legislative mandate of separate accreditation.

II. Purpose

In response to continuing institutional growth, and consistent with its commitment to strategic improvement, the University of South Florida system is evaluating and revising its policies to support excellence in teaching and learning, research and scholarship, as well as economic and community development. This document is the product of more than two years of thoughtful, university-wide consultation intended to further strengthen inter-campus academic relations and to advance USF’s mission. The purpose of this document is to articulate the policies and procedures that will define and describe inter-campus academic relations at USF, while allowing each campus to develop its unique contribution to the institution’s vision of becoming a “premier national research university.” While acknowledging the complexity of delivering programs and services, the multi-campus structure of the USF System offers advantages for the community, students, and faculty. This document will clarify the academic relationships among campuses. However, it does not amend or alter rules of the University. Its goal is
twofold: First, to bring equity, consistency, improved responsiveness and collaboration to areas of faculty recruitment, appointment, assignments, evaluation, tenure and promotion, salary determination, collegiality and governance. Second, it provides guidance for curriculum growth, academic quality assurance, enhanced support for scholarship and research, and the seamless movement of students among the three campuses.

The University is undergoing rapid growth and development. The pace of change has been especially pronounced on the regional campuses. Thus, this document amends the USF Inter-Campus Academic Operating Guidelines (1991), and supplements and clarifies sections III. Accreditation; VI. Students; VII. Faculty; and VIII. Academic Programs of the Memorandum of Agreement Between the University of South Florida Board of Trustees and the University of South Florida Sarasota-Manatee Campus Board (May 16, 2002), and the Memorandum of Agreement Between the University of South Florida Board of Trustees and the University of South Florida Lakeland Campus Board (May 16, 2002). In the event of any inconsistencies between the aforementioned documents, this document governs.

Above all, inter-campus relations at USF Tampa, USF Sarasota/Manatee, and USF Lakeland will be shaped by the following guiding principles.

### III. Guiding Principles

- As “one university geographically dispersed,” all students, faculty, staff and administrators are members of the USF System, and the promotion of a unified community culture should be a priority across all campuses. The University will communicate its shared values and embrace the principles of academic excellence, quality service, shared governance, and equitable work conditions for faculty and staff on all campuses.

- USF has one President, one Provost, and one Board of Trustees. The statutory authority of Regional Campus Boards is to propose, adopt, and oversee operating and capital budgets. The role of the University’s leadership on all campuses involves stewardship of the institution’s mission, vision, and values.

- It is in USF’s best interest to ensure that all campuses flourish and reach their full potential in academic strength and stature. Responding to the distinct needs of the University’s local constituent communities is integral to the USF mission.

- All USF campuses are presently accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS), and professional programs on regional campuses are accredited through their “home” colleges. USF and its constituent campuses will consistently strive to maintain all such accreditations.
• When USF Sarasota/Manatee, which is legislatively bound to pursue separate accreditation, reaches the point of meeting SACS’ core requirements, USF will support its pursuit of separate accreditation.

• Academic autonomy rests with the faculty. Until separate accreditation is granted, there is only one body that oversees curriculum matters and other academic affairs and that is the faculty of USF, irrespective of location.

• Membership of the faculty on all campuses entails the same rights, privileges, opportunities, and responsibilities, including full membership status in their respective departments and colleges.

• Academic responsibility at USF Lakeland, USF Sarasota/Manatee, and USF Tampa resides with Department Chairs, Regional Campus Associate Deans, College Deans, Regional Associate Vice Presidents for Academic Affairs and, ultimately, with the University’s Chief Academic Officer, the Provost. The Office of the Provost is committed to continuing academic oversight at USF Lakeland and USF Sarasota/Manatee as long as single accreditation must be maintained.

IV. Administrative Structure and Support

The 2001 Florida State Legislature initiated a process by which the regional campuses of the University of South Florida System would be operated as separate organizational and budgetary entities and that all legislative appropriations would be set forth as separate line items, by campus, in the annual General Appropriations Act. While the legislative language in F.S. 240.527 referred, in part, to USF Sarasota/Manatee, like status was granted to USF Lakeland by authority of the University President. Moreover, students enrolled at the University of South Florida (i.e. USF Tampa, USF Sarasota/Manatee, and USF Lakeland), are subject to the same rights and obligations as provided by law, policy, or rule adopted by USF, the Florida Department of Education or other legal entity. A coordinated system of student registration ensures that a student enrolled at any campus of the University of South Florida System is able to register for courses at any of the three campuses.

1. Board of Trustees

Pursuant to Article IX, Section 7(c), of the State Constitution, each local constituent university shall be administered by a university board of trustees with all the powers of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue and be sued, to plead and be impleaded in all courts of law or equity, and to give and receive donations.

Consistent with F.S. 1001.74, the responsibilities of the USF Board of Trustees include, but are not limited to:
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- Implementing and maintaining high quality education programs,
- Establishing and discontinuing degree programs up to and including the master’s degree level,
- Measuring performance,
- Acquiring real and personal property,
- Implementing policies related to students, including admission of students,
- Establishing student performance standards for the awarding of degrees and certificates,
- Establishing fees,
- Submitting an institutional budget request, including a request for fixed capital outlay, and an operating budget to the State Board of Education,
- Developing a strategic plan,
- Developing an accountability plan,
- Selecting and evaluating the President, and
- Preparing and adopting a campus master plan.

2. Campus Board

A separate Campus Board is appointed by the USF Board of Trustees for each of the USF Sarasota/Manatee and USF Lakeland campuses. The Campus Board is appointed by the Chair of the Board of Trustees, based upon the recommendation of the President. Campus Board members play an essential and central role as advocate for the regional campus.

The duties and responsibilities of the USF Sarasota/Manatee Campus Board are defined in Florida Statute 1004.34. Likewise, the duties and responsibilities of the USF Lakeland Campus Board are to:

i. Review and approve an annual legislative budget request to be submitted to the Commissioner of Education. This request includes items for campus operations and fixed capital outlay,

ii. Approve and submit an annual operating plan and budget for review and consultation with the USF Board of Trustees,

iii. Enter into central support services contracts with the USF Board of Trustees for any services that the USF Sarasota/Manatee and/or USF Lakeland campuses cannot provide more economically, including payroll processing, accounting, technology, and construction administration. All legal services will be provided by a central services contract with USF, and

iv. Approve any allocation or sharing of student fee revenue and document same in a Letter of Agreement between the USF Board of Trustees and the Campus Board.

Furthermore, the Campus Board will conduct other duties assigned or delegated by the USF Board of Trustees and/or the University President.
Campus boards should be fully and regularly informed of University system-wide planning and campus operations, and consulted in appropriate matters pertaining to campus-wide planning, performance and budgeting.

3. University President

The President is the Chief Executive Officer of the University of South Florida. S/he serves as the Corporate Secretary of the USF Board of Trustees, and is responsible for the operation and administration of the University.

The President is granted the authority to:

- Recommend the adoption of rules to the USF Board of Trustees,
- Prepare a budget request and an operating budget for approval by the USF Board of Trustees,
- Establish and implement personnel policies and procedures,
- Govern admissions,
- Approve, execute, and administer contracts on behalf of the USF Board of Trustees,
- Establish the internal academic calendar,
- Administer the University’s program of intercollegiate athletics,
- Award degrees,
- Recommend tuition and fees to the USF Board of Trustees,
- Enter into agreements for student exchange programs, and
- Evaluate campus compliance with this document as part of the annual evaluation of the Provost and Vice President for Academic Affairs, and the Regional Campus Vice Presidents.

4. University Provost

The Provost and Vice President for Academic Affairs is the Chief Academic Officer of the University of South Florida. Reporting directly to the President, the Provost is a member of the University’s senior administrative team and serves as Acting President in the President’s absence. The Provost and Vice President for Academic Affairs is responsible for academic policy, planning, administration, faculty affairs and ensuring timely communication between interdependent units at USF Tampa, USF Sarasota/Manatee, and USF Lakeland. The Provost has the responsibility of evaluating college and campus compliance with this document as part of the annual evaluation of College Deans and the Regional Associate Vice Presidents for Academic Affairs.

The Provost has the responsibility for reviewing compliance with this document in consultation with the administration and faculty on all campuses. The Provost shall serve as sole and final arbiter of any academic disputes arising from this document.
5. Regional Campus Vice President and Campus Executive Officer

The Regional Campus Vice President and Campus Executive Officer is appointed by, reports directly to, and serves at the pleasure of the President of the University of South Florida. The President shall consult with the Campus Board before hiring or terminating the Regional Campus Vice President and Campus Executive Officer.

The Regional Campus Vice President and Campus Executive Officer has the authority and responsibility to:

- Manage campus resources in support of academic programs,
- Recommend an annual legislative budget request (that includes funding for campus operations and fixed capital outlay), and an annual campus operating budget to the Campus Board,
- Recommend to the Campus Board appropriate services and terms and conditions to be included in annual central support services contracts,
- Promote technology transfer between the research operations of the University of South Florida and local economic development agencies,
- Provide leadership in campus strategic and master planning,
- Serve as regional advocate for USF,
- Actively engage in legislative affairs,
- Evaluating campus compliance with this document as part of the annual evaluation of the Regional Associate Vice President for Academic Affairs,
- Conduct advancement and private fundraising activities in coordination with the USF Office of Advancement and the USF Foundation, and
- Other duties assigned by the University President.

The Regional Campus Vice President and Campus Executive Officer will demonstrate a record of progressive leadership experience in higher education and will possess credentials that qualify them for a tenured appointment in an academic department within the USF System.

6. University College Dean

The College Dean is the chief academic officer for the respective college(s). Reporting directly to the Provost and Vice President for Academic Affairs, the College Deans are key members of the Provost’s leadership team. College Deans are responsible for academic integrity, policy, planning, delivery, administration, and faculty affairs at USF Tampa, USF Sarasota/Manatee, and USF Lakeland. As the college’s chief academic officer, the College Dean maintains full authority for those academic decisions across all campuses that impact regional and professional accreditation.

College Deans serve on the Council of Deans. Nurturing a climate of collegiality across all three campuses must represent an important priority for the College Deans.
7. Regional Campus Associate Vice President for Academic Affairs

The Regional Campus Associate Vice Presidents for Academic Affairs at USF Sarasota/Manatee, and USF Lakeland, are jointly appointed and annually evaluated by the Provost and Vice President for Academic Affairs, and the Regional Campus Vice President and Campus Executive Officer. The Provost will conduct an evaluation on all academic matters and the Regional Campus Vice President and CEO will evaluate administrative and management performance. The Regional Campus Associate Vice President for Academic Affairs reports to the Provost and Vice President for Academic Affairs on all matters pertaining to academic affairs and to the Regional Campus Vice President and CEO in all other areas of responsibility. The Regional Campus Associate Vice President for Academic Affairs serves at the pleasure of both the Provost and Vice President for Academic Affairs, and the Regional Campus Vice President and Campus Executive Officer who will consult with one another (as well as with faculty, department chairs, regional campus associate deans, and deans) in advance of hiring or termination decisions. The University President shall serve as sole arbiter of any disagreement resulting from such consultation.

The Regional Campus Associate Vice Presidents for Academic Affairs will, in close collaboration with the College Deans, Regional Campus Associate Deans, and Department Chairs, be responsible for promoting the principles of academic freedom and shared governance, and ensuring academic quality in the following areas: enrollment growth planning; faculty hiring plans; faculty recruitment; mid-tenure reviews; retention; promotion; and tenure.

In close collaboration with department chairs and regional campus associate deans, the Regional Campus Associate Vice Presidents for Academic Affairs will participate in the approval of curriculum planning (for program and class delivery) and instructional assignments; annual evaluation of faculty, implementing professional development and mentoring programs, providing scholarly and research support, and determining salaries and salary increases. Timely response to departments must represent a commitment for Regional Campus Associate Vice Presidents for Academic Affairs. Furthermore, the Regional Campus Associate Vice Presidents for Academic Affairs oversee technology and library support on the regional campuses.

The Regional Campus Associate Vice Presidents for Academic Affairs serve on the Council of Deans. Nurturing a climate of collegiality across all three regional campuses represents an important priority for the Regional Campus Associate Vice Presidents for Academic Affairs.

The Regional Campus Associate Vice Presidents for Academic Affairs will demonstrate a record of progressive leadership experience in higher education and will possess credentials that qualify them for a tenured appointment in an academic department within the USF System.
8. Regional Campus College Associate Dean

A Regional Campus College Associate Dean (for each college with sufficient faculty to deliver complete degree programs on the regional campus) will be jointly appointed by the College Dean and the Regional Campus Associate Vice President for Academic Affairs in consultation with the faculty, and Department Chairs. The College Dean and the Regional Campus Associate Vice President for Academic Affairs will consult with one another (as well as with faculty and department chairs) in advance of hiring or termination decisions. The Regional Campus College Associate Dean will hold a full-time, ranked faculty appointment in the college and will be a resident faculty member on the campus to which s/he serves as a liaison. The role and responsibilities of the Regional Campus College Associate Dean include teaching, curriculum planning and scheduling, securing timely approval for adjunct appointments on the regional campuses, student academic advising, and troubleshooting, and responding to academic concerns in close collaboration with the Department Chairs, Regional Campus Associate Vice President for Academic Affairs and College Dean. The Regional Campus College Associate Dean will, in concurrence with the Department Chair, approve faculty annual assignments, initiate non-reappointments, implement professional development and mentoring programs, provide scholarly and research support, and make salary recommendations. The Regional Campus College Associate Dean will report to, and be annually evaluated (in consultation with the College Dean) by, the Regional Campus Associate Vice President for Academic Affairs. The Regional Campus College Associate Dean will be an integral member of both the regional campus and college leadership teams. The Regional Campus College Associate Dean will participate in USF’s system-wide meetings of the Associate Deans.

9. University Department Chair

Following established departmental guidelines, the Department Chairs are appointed by, report directly to, and serve at the pleasure of the Dean of the College at the University of South Florida.

Department Chairs are responsible for academic integrity, policy, and planning at USF Tampa, USF Sarasota/Manatee, and USF Lakeland. The Chair will annually evaluate faculty. The Regional Campus College Associate Dean will, in concurrence with the Department Chair, approve faculty annual assignments, initiate non-reappointments, implement professional development and mentoring programs, provide scholarly and research support, and make salary recommendations. Nurturing a sense of one extended department across all three campuses must represent an important priority for the Department Chairs. Timely response to regional campuses must represent a commitment for Department Chairs.

The Department Chair will work closely with the Regional Campus College Associate Dean on matters of curriculum planning and scheduling, adjunct appointments, and academic advising.
V. Academic Programs

1. Regional Accreditation

The University of South Florida System (i.e. USF Tampa, USF Sarasota/Manatee, and USF Lakeland) is a singular unit, regionally accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (SACS). It will remain so until such time that SACS grants separate accreditation for USF Sarasota/Manatee and/or USF Lakeland. When a regional campus receives separate SACS accreditation, academic autonomy and responsibility reside with the faculty of that campus. During any active application process for separate accreditation and thereafter, the USF System will cooperate in supporting and expediting the application and related processes supporting accreditation. USF Sarasota/Manatee and/or USF Lakeland will be responsible for continuing the application process after initial application and for maintaining those efforts. The Regional Campus Vice President and CEO will provide regular status reports to the University President and Provost outlining the progress made toward achieving separate accreditation until such time that accreditation is achieved. USF Sarasota/Manatee and USF Lakeland will continue to conform to all SACS accreditation standards together with the academic policies and procedures of the USF System while covered under USF’s SACS’ accreditation. USF agrees to cooperate fully with USF Sarasota/Manatee and USF Lakeland to assist the campuses in achieving separate accreditation. The USF Associate Vice President for Academic Affairs and Educational Outreach will serve as the USF System liaison on all accreditation activities with SACS until such time that the campus achieves separate accreditation.

Pursuit of separate SACS accreditation by a regional campus can only begin when it provides evidence of a critical mass of students (generally expected to be 4,500 headcount), faculty (generally expected to be at least 100 full-time), staff, an ability to deliver complete academic programs, and a level of institutional maturity consistent with requisite autonomy. These attributes are generally demonstrated through an institution’s compliance with SACS’ twelve (12) Core Requirements.

The USF System is required to report any substantive changes in instructional delivery at new sites to SACS. In the case of any planned substantive changes, regional campuses are responsible for preparing the appropriate documentation and submitting it to the USF Associate Vice President for Academic Affairs and Educational Outreach in advance of implementation. This includes the addition of any off-campus sites where students can complete 50%, or more, of a degree program.

2. Professional Accreditation

The USF Sarasota/Manatee and USF Lakeland professional programs will continue to operate under the accreditation granted to the professional programs of the USF System until separate SACS accreditation is achieved by the regional campuses. At the
appropriate time, each professional program may seek accreditation by the relevant accrediting agency. Each regional campus will conform to all professional program accreditation standards and academic policies and procedures of the USF System while covered under USF’s program accreditation. The College Dean maintains full authority and responsibility for those academic decisions across all campuses that impact professional accreditation. Exceptions include those existing academic units located at USF Sarasota/Manatee or USF Lakeland that do not have a college-based reporting structure beyond their own campus (i.e. Hotel and Restaurant Management at USF Sarasota/Manatee, and Information Technology at USF Lakeland).

The USF System agrees to support the regional campuses in achieving separate program accreditation status as desired by them. The USF Associate Vice President for Academic Affairs and Educational Outreach will serve as USF liaison in all accreditation activities with professional program accreditation agencies.

3. Academic Planning

It is expected that all USF System campuses will periodically conduct a higher education needs assessment of the communities they serve for the purpose of guiding academic planning. Faculty members on all USF System campuses shall be actively engaged in the process of academic planning, including curriculum development, course scheduling, and program delivery and assessment. A three-year rolling class schedule will be developed with coordination across the campuses, approved (by the Regional Campus Associate Vice President for Academic Affairs and the College Deans, with input from Department Chairs) and disseminated for each of the USF Tampa, USF Sarasota/Manatee and USF Lakeland campuses. The scheduling of classes for all campuses is coordinated by the Department Chair in consultation with the Regional Campus College Associate Dean and utilizing procedures adopted by the College Dean and Regional Campus Associate Vice President for Academic Affairs. The Regional Campus Associate Vice President for Academic Affairs has authority over the campus schedule consistent with the adopted three-year plan.

It is expected that the opportunity for undergraduate degree completion be extended across a widening range of undergraduate majors delivered by the Colleges of Arts and Sciences, Business Administration, and Education, with complete Masters degree programs delivered in those areas of high demand for which qualified faculty and adequate resources exist. It is recognized that the availability of full academic programs may be limited to occasional, cohort-based delivery. The expansion of programs to campuses across the USF System will require careful justification based upon the program’s centrality to campus, university and statewide strategic priorities; the availability of resources to support the proposed program expansion; local need and demand; as well as program quality.

Approval of existing program, certificate and degree completion and/or full degree delivery on the regional campuses and at satellite locations rests with the College Dean.
and will, in large part, be determined by the carrying capacity of assigned faculty and, where appropriate, regional and professional accreditation standards. Accordingly, the utmost attention must be afforded to balancing the preservation of the highest levels of academic quality and integrity with community needs when considering expansion.

4. Enrollment Planning and Management

The University of South Florida has a primary public responsibility toward meeting the needs for expanded access to higher education throughout the Tampa Bay Region. Accordingly, coordinated system-wide planning and management will be essential to providing increased access to a university education while maintaining the high academic standards associated with a premier, national research university.

System-wide enrollment planning and management is coordinated by the offices of the Provost and Vice President for Academic Affairs, the Executive Vice President and Chief Financial Officer, and involves the Regional Campus Vice Presidents and Campus Executives Officers at USF. Regional campus enrollment projections will be developed, updated annually and submitted to the USF System office by the Associate Vice Presidents for Academic Affairs (at USF Sarasota/Manatee and USF Lakeland), in collaboration with the Associate Vice President for Business and Finance, and Associate Vice President for Student Affairs (at USF Sarasota/Manatee), and the Associate Vice President for Administration and Academic Support Services (at USF Lakeland), and in close consultation with Department Chairs and College Deans.

5. College and Department Meetings

To underscore the notion of “one university geographically dispersed,” and to demonstrably value the principle of equity across the USF System, Department Chairs and College Deans are encouraged to schedule regular meetings on each of the three campuses annually. Regional campus faculty members will be included in all department meetings and activities. Furthermore, to provide all academic unit stakeholders with optimal communication, the utilization of technology is encouraged to reduce travel demands between campuses for the purpose of attending meetings.

6. Curriculum Development and Approval

a. Degree Programs:

All academic, College-based degree programs are considered to be “housed” in an academic Department, within the appropriate College, and under the auspices of the Provost. Faculty and administrators across the USF System are expected to engage in the ongoing development and improvement of all degree programs. Any such modifications will proceed through normal Departmental, College and University channels.
Presently, academic programs housed within the USF Health Sciences Center (i.e. Colleges of Medicine, Nursing, and Public Health) are limited to “host” status only, on the regional campuses. That means that USF regional campuses may serve as student advising, mentoring and instructional delivery sites for academic programs housed within the USF Health Sciences Center with all advisors, instructional faculty and student FTE generated being assigned to the appropriate HSC college or to the funding entity. Full costs incurred by the regional campuses for “hosted programs” are expected to be recovered from the appropriate HSC college. Continuing collaboration between USF’s regional campuses and the Health Sciences Center is strongly encouraged with a mind to better serving the higher education needs of the constituent communities throughout the Tampa Bay Region.

It is understood that degree delivery on the regional campuses will be limited to the baccalaureate and masters degree only. Any exceptions must be approved by the College Dean and the Provost.

b. Academic Courses:

In support of the continued enhancement of academic programs, faculty on all campuses are encouraged to propose new and revised courses to meet emerging needs. New or modified courses, as part of a College-based academic program, to be offered on any campus must be approved through the appropriate Department, College and University academic structure and process. This will include review and approval by the USF Undergraduate and/or Graduate Councils.

c. Non-College-Based Programs:

USF recognizes that it is preferable for academic programs delivered on all campuses to have a “home” in an academic college. New, non-College based academic programs which may affect the academic integrity of the institution must be approved through appropriate governance as determined by the Provost. This will include review and approval by the USF Undergraduate and/or Graduate Councils, the USF Board of Trustees’ Workgroup on Academics and Campus Environment, and the USF Board of Trustees.

d. Institutes and Centers:

The establishment of institutes and centers on all USF campuses shall follow all federal, statewide, State University System (SUS), and USF guidelines. In addition, proposals for new institutes and centers within the USF System shall follow appropriate University processes before being reviewed and approved by the USF Board of Trustees’ Workgroup on Academics and Campus Environment, and the USF Board of Trustees.
VI. The Faculty

Academic autonomy and responsibility rests with the faculty (defined in the USF Faculty Senate Constitution as ranked and full-time faculty). Until separate accreditation is granted, there is only one body that oversees curriculum matters and other academic affairs and that is the faculty of USF, irrespective of location. Faculty members across the USF System are subject to the same rights, privileges, opportunities, and responsibilities, including full membership status in their respective departments, school and/or colleges. In support of a strengthened climate of shared governance and collegiality across the USF System, departments, schools and colleges are urged to provide others serving in faculty roles (e.g. part-time, visiting, and non-ranked personnel) appropriate and meaningful participation in faculty governance. It should be recognized that these individuals make a substantial contribution to the academic life of the University.

1. Collective Bargaining

All faculty members, within the USF System, are represented by the same collectively-bargained contract. If at any time it is determined that provisions set forth in this document are in conflict with the Collective Bargaining Agreement (CBA), the CBA must take precedence.

2. Faculty Governance

The University of South Florida is committed to the principle of shared governance. The USF Faculty Senate is the principal faculty advisory board to the President and the Provost and will review and make recommendations to them concerning decisions on all matters associated with the institution’s academic mission.

It is recognized that faculty members on the regional campuses may choose to duly establish their own faculty governance councils to address regional campus matters and, similarly, serve to advise the Regional Campus Vice President and CEO, as well as the Regional Campus Associate Vice President for Academic Affairs.

Moreover, it is understood that regional campus faculty members shall be entitled to the rights, privileges, opportunities, and responsibilities associated with membership on committees and councils in their academic departments, college and campus.

3. Faculty Recruitment Plan

The coordination of faculty recruitment plans among College Deans and Regional Campus Associate Vice Presidents for Academic Affairs is desirable because this practice: (a) assists departments, colleges, and campuses in accomplishing their strategic plans, (b) ensures an essential balance between full-time ranked (tenured
and tenure-eligible faculty), non-tenured, part-time and graduate teaching assistant faculty on the regional campuses, (c) avoids unnecessary duplication, (d) promotes collaboration in keeping with the spirit of “one university geographically dispersed,” (e) ensures attention to faculty workloads, and (f) enables departments, colleges, and campuses to make the most efficient use of their resources. While coordination is desirable, it must also be emphasized that a general guiding principle recognizes that each campus must respond to the distinct needs of the University’s local constituent communities.

Annually, and based upon input from department faculty and Department Chairs,

i. College Deans and each Regional Campus Associate Vice President for Academic Affairs consult with one another regarding faculty recruitment plans and how they relate to current and planned program offerings.

ii. Consultation between the Regional Campus Associate Vice President for Academic Affairs and College Deans should occur prior to the submission of prioritized, and mutually agreed upon, recruitment plans for approval by the Provost.

iii. Consultation regarding changes to the recruitment plan should occur between the Regional Campus Associate Vice President for Academic Affairs and the College Dean throughout the year.

4. Faculty Recruiting and Appointment

The fundamental and common interests of departments, colleges, and campuses include the following:

(a) That qualifications of any faculty member hired must meet the minimal standards for regional (SACS) and professional accreditation, and

(b) That all faculty members hired must have the academic and/or professional qualifications to teach in the area to which they are assigned.

Faculty searches conducted on the regional campuses must conform to USF System search policies and procedures. Colleges and/or departments may take additional steps to operationalize the process for their units. At a minimum, the following steps must be incorporated into the process.

i. The Regional Campus Associate Vice President for Academic Affairs, in consultation with the College Dean, will approve initiation of the search.

ii. The Regional Campus Associate Vice President for Academic Affairs, in consultation with the College Dean, will appoint the Search Committee Chair and
members after receipt of recommendations from the Department Chair, Director or Head of the academic unit, and the Regional Campus College Associate Dean. The search committee is to be comprised of a diverse group of individuals (reflective of rank, gender, and race/ethnicity). The Search Committee must include a majority of full-time faculty representatives drawn from both the regional campus(es) and the college/department.

iii. After the close of the advertising period, the search committee identifies all candidates in the pool who, from the committee’s perspective, are qualified for the vacant position. The Department Chair, Regional Campus Associate Vice President for Academic Affairs, and/or College Dean may recommend deletion from the list of any candidate believed to be unqualified. A written statement of the reasons for each recommended deletion must be provided to the Search Committee. If the Search Committee disagrees with any of the recommended deletions, the Regional Campus Associate Vice President for Academic Affairs and the Dean will resolve the issue.

iv. After consultation with the Department Chair, the Search Committee develops a list of finalists.

v. The list of finalists developed by the Search Committee is forwarded to both the Regional Campus Associate Vice President for Academic Affairs and the College Dean who agree on candidates to be invited for campus visits. Prior to inviting finalists for interview, a request to proceed with interviews will be directed to the Regional Campus Associate Vice President for Academic Affairs and College Dean via the Equal Opportunity Liaison. Interviews will not be scheduled until approved by both the Regional Campus Associate Vice President for Academic Affairs and the College Dean. A portfolio containing all applicants in the “Advance” and “Hold” categories will be transmitted to the Regional Campus Associate Vice President for Academic Affairs and College Dean at the time the recommendations are submitted.

vi. Department faculty on all USF campuses will be provided an opportunity to interview, evaluate, and make recommendations regarding all candidates being interviewed.

vii. The Regional Campus Associate Vice President for Academic Affairs, with the approval of the College Dean (and following consultation with the Department Chair and the Regional Campus College Associate Dean), will make a hiring decision or take other action as appropriate.

viii. In cases where agreement cannot be reached on a hiring decision by the Regional Campus Associate Vice President for Academic Affairs and the Department Chair/College Dean, the Provost (or designee) will serve as the sole arbiter.
ix. Upon appointment, the Department Chair and College Dean must certify the appointee’s academic credentials as meeting or exceeding the minimal standards for regional (SACS) and professional accreditation at USF.

5. Principal Place of Employment

A faculty member’s principal place of employment will be that campus in the USF System where s/he was duly hired through appointment to an assigned position number.

6. Instructional Assignment and Credentialing

The shared interests of Departments, Colleges, and Campuses with regard to instructional assignments include the following: (a) teaching credentials and assignments must adhere to regional (SACS) and professional accreditation standards ensuring that courses are staffed by faculty (including adjuncts and graduate teaching assistants when assigned), who are academically qualified to teach the particular course, and (b) in the interest of academic program quality, courses should be taught by full-time resident faculty whenever possible. The use of adjuncts, graduate teaching assistants, and faculty on overload must be carefully limited and should be equitably distributed across all campuses. Moreover, adjuncts, graduate teaching assistants and faculty on overload should not be utilized to provide basic staffing for programs. Exchanges of faculty among campuses, on an “in-load” basis, are strongly encouraged providing appropriate support (including office space, computer access, and travel reimbursement consistent with university policy) is made available.

Specifically,

i. Regional campus faculty teaching loads and assignments will be determined by the Regional Campus Associate Vice President for Academic Affairs in consultation with the appropriate College Deans, who may delegate this responsibility to Department Chairs and the Regional Campus College Associate Deans,

ii. Regional campus faculty teaching loads and assignments will be consistent with that of a research university, meet regional and professional accreditation standards, and provide the opportunity to engage in professional development associated with the college criteria for tenure and promotion,

iii. All courses must be staffed by instructors who hold appropriate academic qualifications as certified and credentialled by the Department Chair and College Dean. When adjuncts and/or graduate teaching assistants are utilized, they must be assigned following certification and credentialing by the Department Chair and College Dean.
iv. Careful attention must be given to controlling the number of different course preparations that a regional campus faculty member is assigned each semester,

v. The use of faculty on overload must be carefully limited, and

vi. The hiring of adjunct faculty and graduate teaching assistants must be consistent with regional (SACS) and program accreditation standards.

It is strongly recommended that a regional campus “pool” of adjunct instructors and/or graduate teaching assistants (certified to teach specifically identified courses only) be compiled and approved, in writing, by the Department Chair at least by the conclusion of the semester prior to anticipated instructional assignment. It is the responsibility of the regional campus to ensure that all instructors are certified for appointment (i.e. they meet the SACS and professional accreditation standards), and assignment (i.e. they hold the appropriate credentials to teach a specific course). However, the Chair’s approval of adjunct instructors and/or graduate teaching assistants is to be conducted in a timely manner.

7. Scholarship and Research Support

The University of South Florida is classified by the Carnegie Foundation for the Advancement of Teaching as a Doctoral/Research-Extensive University. With a vision of becoming a premier, national research university, faculty scholarship, research and creative productivity is an essential and valued outcome across the University. The USF System must remain cognizant of, and guard against, the propensity for research and scholarly isolationism that can occur with regional campus faculty.

Colleges and campuses may contribute toward the University’s research mission in different ways. It is essential that faculty members be provided equitable opportunities to develop a research portfolio consistent with those standards and expectations found in the disciplines and colleges against which their profiles will be judged. This will necessitate providing the requisite support (for example, an instructional workload consistent with that found at research universities, start-up costs, block time for conducting research, assignment of research mentors, research semesters and/or exchanges with other campuses, graduate instructional opportunities, graduate research assistants, technological and library resources, and laboratory space and equipment). Intra-system and cross-campus research collaborations are strongly encouraged. Furthermore, all campuses are expected to embrace and support the University’s focus on undergraduate research.

Where appropriate, faculty members across all campuses are expected to annually present and publish their scholarship in the highest quality, peer-reviewed venues and are strongly encouraged to apply for externally funded, competitive contracts and grants. A broad range of pre- and post-award services are provided to USF faculty members across all campuses by the Office of Research. In such cases where awards are made to principal
investigators whose primary place of employment is at USF Sarasota/Manatee or USF Lakeland, thirty percent (30%) of indirect cost funds are transferred to an account established by the Regional Campus Associate Vice President for Academic Affairs. These funds will be distributed in accordance with guidelines developed at USF Sarasota/Manatee and USF Lakeland.

8. Faculty Mentoring

The Regional Campus Vice President and CEO, College Dean, Regional Campus Associate Vice President for Academic Affairs, Regional Campus College Associate Dean, and Department Chair are each strongly urged to maintain sensitivity to the sometimes competing priorities faced by faculty members and act to minimize emerging tensions between the regional campus and the academic unit (department and college). Generally, the Department Chair (or designee) is expected to serve as a primary, disciplinary mentor for the regional campus faculty member, providing guidance, formative assessment and resource support in the areas of instructional delivery and scholarly development. The Regional Associate Vice President for Academic Affairs is encouraged to assign an out-of-discipline, regional campus-based faculty colleague to provide mentoring with regard to the unique challenges of fulfilling regional campus faculty roles and responsibilities. Where necessary, the Regional Campus Associate Vice President for Academic Affairs and College Dean should serve as impartial, balanced intermediaries and advocates for the regional campus faculty member.

9. Inter-Campus Transfers

Consideration of intercampus transfers may be initiated by a faculty member, Department Chair, Regional Campus College Associate Dean, the Regional Campus Associate Vice President for Academic Affairs, or College Dean. Discussions of transfers will include consultation with the appropriate departmental, campus faculty and administration. At the request of the faculty member, the College Dean or the Regional Campus Associate Vice President for Academic Affairs (and with the concurrence of the other party), will make a recommendation to the Provost with regard to an intercampus transfer. Ordinarily, the entering unit (campus or department) will have to demonstrate the availability of a vacant, funded faculty line before such a request will be considered.

10. Faculty Evaluation (Annual and Mid-Tenure Review)

The common interests of Departments, Colleges, and Campuses include the following:

i. That faculty evaluation will be based only on performance of assigned duties,

ii. That all full-time faculty members will be evaluated annually,
iii. That faculty evaluation will follow criteria and procedures established by University rules and any collective bargaining agreements, and

iv. According to University rule, the evaluation document will communicate to the faculty member the level of her/his performance, will aid in improving performance in the assigned duties and, if necessary, will serve as part of a performance plan to assist in correcting deficiencies for a faculty member not meeting performance standards.

Annual evaluations will be conducted by the faculty member’s department with at least one representative from that faculty member’s regional campus department or college. The evaluation process will include the right of faculty members to respond to evaluations, in writing. The Department Chair will forward the evaluation documents to the Regional Campus Associate Vice President for Academic Affairs, who will either endorse the Department’s decision, or decline to do so, in which case a rationale must be provided. The Regional Campus Associate Vice President for Academic Affairs will return the documents to the Chair, who will forward them to the College Dean.

In the case of adjunct instructors and/or graduate teaching assistants, copies of student evaluations are to be shared with the Department Chair.

11. Tenure and Promotion

Faculty on all campuses are subject to the same performance criteria and procedures for the awarding of tenure and promotion, established at the College and University levels. These criteria include the areas of teaching; research and other scholarly activities; and service to the public, the discipline, and the University, including those professional responsibilities consistent with faculty status. Individual assignments will vary according to which criteria are most relevant.

The common interests of Departments, Colleges, and Campuses include the following:

i. The tenure and/or promotion of faculty members must be consistent with regional and professional accreditation standards,

ii. All tenure-track faculty members will be required to successfully complete a mid-tenure review, following the guidelines established in their departments and colleges,

iii. Recommendations for awarding tenure shall be made by the faculty member’s supervisor, normally the Department Chair, and shall include a vote by secret ballot of the tenured members of the candidate’s department or unit, and

iv. Faculty members will ordinarily be tenured in an academic department at USF.
Operating Guidelines:

i. The candidate from the regional campus is reviewed by the Department Tenure and Promotion Committee with the following modifications to its usual procedures: In order to ensure that the regional campus perspective on the candidate's qualifications is included, one or two tenured faculty members (to bring to a minimum of two, including those tenured departmental colleagues from the candidate’s “home” campus) may be elected from and by the tenured faculty members of the candidate’s “home” campus to attend each meeting at which the candidate’s credentials are reviewed. Regional campus representatives may vote only if they are members of the department. The Department Tenure and Promotion Committee forwards its recommendations to the Department Chair.

ii. The Department Chair conducts an independent review of the candidate and forwards it (along with the results of the Department Tenure and Promotion Committee review) to the College Tenure and Promotion Committee.

iii. Regardless of campus affiliation the regional candidate’s record is reviewed by the College Tenure and Promotion Committee in a manner consistent with college and university procedures. Following completion of the review by the College Tenure and Promotion Committee, the regional faculty member’s dossier (including recommendations from the Department Tenure and Promotion Committee, the Department Chair, and the College Tenure and Promotion Committee) is sent to the Regional Campus Associate Vice President for Academic Affairs.

iv. The Regional Campus Associate Vice President for Academic Affairs conducts an independent review of the candidate and forwards it (along with the recommendations of the Department Tenure and Promotion Committee, the Department Chair, and the College Tenure and Promotion Committee) to the College Dean, and

v. The College Dean conducts an independent review of the candidate and presents a recommendation (along with the recommendations of the Department Tenure and Promotion Committee, the Department Chair, the College Tenure and Promotion Committee, and the Regional Campus Associate Vice President for Academic Affairs) to the Provost.

12. Salary Increases

Salary increases will address faculty performance, position in the marketplace, compression, and equity considerations in accordance with University guidelines and provisions of the Collective Bargaining Agreement.
Operating Guidelines:

Salary increase recommendations will be made by the Regional Campus College Associate Dean and the Department Chair to the Regional Campus Associate Vice President for Academic Affairs in consultation with the appropriate College Dean. Salary increases should reflect faculty performance and achievement, position in the marketplace, equity considerations, and the individual's assigned duties in accordance with University guidelines and provisions of the Collective Bargaining Agreement.

Any change in a faculty member's salary increase recommendation, made subsequent to the agreement between the Regional Campus Associate Vice President for Academic Affairs and College Dean, must be conducted in consultation.

13. Reappointment and Non-Reappointment

Consistent with University rule and any applicable Collective Bargaining Agreement, a tenure-track faculty member may be denied reappointment, and given the appropriate notice in writing. All rights and expectations laid out in rule and the Collective Bargaining Agreement apply in such cases.

14. Faculty Grievances

The principle of due process is deeply valued at USF. Accordingly, regional campus faculty will be afforded opportunity to grieve academic decisions following established practices and procedures at USF.

The regional campuses may establish their own guidelines for non-academic, local matters (such as parking).

VII. Students

Although students must designate a “home” campus, all students are members of the broader USF System community. All University officers, faculty and staff will strive to provide effective and friendly support to students at all campuses and locations. All USF students are to be afforded the same basic rights, responsibilities, and obligations regardless of the campus on which they pursue the majority of their coursework. Some procedures may vary by campus, however, University faculty and staff are expected to remain sensitive to any perceived or real inequities, to minimize any inconvenience to students, and to provide assistance in navigating through them.
1. Home Campus

When reporting student application and yield rates, a student will be attributed to a regional campus if s/he indicates that campus on the USF application form.

When reporting student retention rates and time-to-graduation, a student will be included in the cohort of the campus upon which s/he completed the most hours during the first academic year.

For purposes requiring an unduplicated headcount, such as flat fees and campus-based services, a student will be attributed to the campus indicated on the student’s initial application to USF for the first semester of attendance. Verification of the “home” campus will be made by the student at each registration period thereafter.

2. Admission and Registration

All USF students have the same rights, responsibilities, and obligations regardless of the campus on which they pursue the majority of their coursework. Guidelines for admitting students will follow those developed by the University and the Colleges.

Students on all campuses may register (if qualified) for courses taught at any USF campus. Seamless articulation and consistent, system-wide academic experience of the highest quality is a hallmark of a USF education.

Students on all campuses will be provided with a comprehensive and coordinated registration system serving all campuses.

3. Advising

Student advising services will be provided on the regional campuses. Guidelines for advising students will follow those developed by the University and the Colleges.

4. Student Grievances

All USF students follow the Student Academic Grievance Procedures outlined in the Undergraduate and Graduate catalogs. The USF System administration will strive to ensure that student academic procedures are equally accessible to all USF students. Regional campuses may develop their own grievance procedures to address local, non-academic matters (e.g. parking).
5. Certification for Graduation

Regional campus students are certified for graduation by the College in which they are graduating.

6. Graduation

USF graduation policies and procedures shall celebrate the accomplishments of our students, faculty, and staff and promote unity and pride in the USF System. The institution will hold graduation ceremonies at each of its campuses and will strive, to the extent possible, to ensure the presence of University leaders at each location. All students at USF Tampa, USF Sarasota/Manatee, and USF Lakeland receive a USF diploma. Students may elect to attend commencement exercises at any one of the three campuses. All doctorates will be awarded at the USF Tampa commencement exercises.

VIII. Review and Modification

This document will be reviewed every two years (or sooner if necessary), by the President in consultation with the faculty, the Provost and Regional Campus Vice Presidents and CEOs.
IX. Appendices
Appendix 1

Section 1004.34, Florida Statutes

1004.34 The University of South Florida Sarasota/Manatee.

(1) The Sarasota/Manatee campus of the University of South Florida is established and shall be known as the "University of South Florida Sarasota/Manatee."

(a) The Legislature intends that the University of South Florida Sarasota/Manatee be operated and maintained as a separate organizational and budget entity of the University of South Florida and that all legislative appropriations for the University of South Florida Sarasota/Manatee be set forth as separate line items in the annual General Appropriations Act.

(b) The University of South Florida Sarasota/Manatee shall have a Campus Board and a Campus Executive Officer.

(c) As soon as possible, but no later than July 1, 2002, the President of the University of South Florida shall begin the process of application to the Commission on Colleges of the Southern Association of Colleges and Schools for separate accreditation of the University of South Florida Sarasota/Manatee. If the application is not approved or is provisionally approved, the University of South Florida shall correct any identified deficiencies and shall continue to work for accreditation.

(2) The Board of Trustees of the University of South Florida shall appoint to the Campus Board, from recommendations of the President of the University of South Florida, three residents of Manatee County and two residents of Sarasota County, to serve 4-year staggered terms. If one or more residents of Sarasota County or Manatee County are appointed to the Board of Trustees of the University of South Florida, the board shall, at the next vacancy of the Campus Board, appoint one of those members to serve jointly as a member of the Campus Board. The Board of Trustees may reappoint a member to the Campus Board for one additional term. The Campus Board has the powers and duties provided by law, which include the authority to:

(a) Review and approve an annual legislative budget request to be submitted to the Commissioner of Education. The Campus Executive Officer shall prepare the legislative budget request in accordance with guidelines established by the State Board of Education. This request must include items for campus operations and fixed capital outlay.

(b) Approve and submit an annual operating plan and budget for review and consultation by the Board of Trustees of the University of South Florida. The campus operating budget must reflect the actual funding available to that campus from separate line-item appropriations contained in each annual General Appropriations Act, which line-item appropriations must initially reflect the funds reported to the Legislature for the University of South Florida Sarasota/Manatee campus for fiscal year 2000-2001 and any additional funds provided in the fiscal year 2001-2002 legislative appropriation.

(c) Enter into central support services contracts with the Board of Trustees of the University of South Florida for any services that the campus at Sarasota/Manatee cannot provide more economically, including payroll processing, accounting, technology, construction administration, and other desired services. However, all legal services for the campus must be provided by a central services contract with the university. The Board of Trustees of the University of South Florida and the Campus Board shall determine in a letter of agreement any allocation or sharing of student fee revenue between the University of South Florida's main campus and the Sarasota/Manatee campus.
The Board of Trustees of the University of South Florida may lawfully delegate other powers and duties to the Campus Board for the efficient operation and improvement of the campus and for the purpose of vesting in the campus the attributes necessary to meet the requirements for separate accreditation by the Southern Association of Colleges and Schools.

(3) The University of South Florida Sarasota/Manatee shall be administered by a Campus Executive Officer who shall be appointed by, report directly to, and serve at the pleasure of the President of the University of South Florida. The President shall consult with the Campus Board before hiring or terminating the Campus Executive Officer. The Campus Executive Officer has authority and responsibility as provided in law, including the authority to:

(a) Administer campus operations within the annual operating budget as approved by the Campus Board.

(b) Recommend to the Campus Board an annual legislative budget request that includes funding for campus operations and fixed capital outlay.

(c) Recommend to the Campus Board an annual campus operating budget.

(d) Recommend to the Campus Board appropriate services and terms and conditions to be included in annual central support services contracts.

(e) Carry out any additional responsibilities assigned or delegated by the President of the University of South Florida for the efficient operation and improvement of the campus, especially any authority necessary for the purpose of vesting in the campus attributes necessary to meet the requirements for separate accreditation.

(4) Students enrolled at the University of South Florida, including those enrolled at a branch campus, have the same rights and obligations as provided by law, policy, or rule adopted by the University of South Florida, the Florida Department of Education, or other lawful entity. The University of South Florida shall provide a comprehensive and coordinated system of student registration so that a student enrolled at any campus of the University of South Florida has the ability to register for courses at any other campus of the University of South Florida.

(5) Promote technology transfer between the research operations of the University of South Florida and local economic development agencies.
Appendix 2

MEMORANDUM OF AGREEMENT
BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
AND THE UNIVERSITY OF SOUTH FLORIDA
SARASOTA-MANATEE CAMPUS BOARD

This Agreement is entered into by and between the University of South Florida Board of Trustees (USF), a public body corporate, and the University of South Florida Sarasota-Manatee (USFSM) and its Campus Board, in order to facilitate the operation of USFSM as a fiscally autonomous, separate organizational and budget entity of USF, as is provided for in S.B. 1162, the Florida Education Governance Reorganization Implementation Act of 2001 and S.B. 2000, the General Appropriations Act of 2001.

WITNESSETH

WHEREAS, Senate Bill 1162 was enacted by the 2001 Florida Legislature and signed into law by the Governor; and

WHEREAS, Senate Bill 1162 amended Florida Statutes §§ 240.2011 and 240.527 to provide that USFSM would be a fiscally autonomous, separate organizational and budget entity of the University of South Florida effective July 1, 2001; and

WHEREAS, Senate Bill 2000, the General Appropriations Act of 2001, provides for USFSM to contract with USF for the provision of central support services as determined to be needed by USFSM and which USFSM cannot provide more economically; and

WHEREAS, S.B. 1162 provides that USF and USFSM seek to achieve separate accreditation by the Southern Association of Colleges and Schools (SACS) for USFSM; and

WHEREAS, it is recognized that there will be a transition period between July 1, 2001 and the time that USFSM will become separately accredited; and

WHEREAS, during this transition period, USFSM will begin to establish as many central support services on its campus as feasible and economically prudent, but during that transition
WHEREAS, during this transition period, USFSM will begin to establish as many central support services on its campus as feasible and economically prudent, but during that transition phase and for some period thereafter, will necessarily continue to seek assistance from USF for the provision of many of those services; and

WHEREAS, USF and USFSM agree that the provision of those central support services to be provided by USF during this transition phase would best be accomplished by entering into a written Agreement outlining terms of mutual agreement giving all parties full notice of the rights and obligations of each;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. PURPOSE AND DEFINITIONS

A. PURPOSE.

The purpose of this Agreement is to:

(1) Define the terms of the transfer of resources from USF to USFSM during the transition phase;
(2) Facilitate the transition of responsibility for all possible and feasible services from USF to USFSM as needed to achieve separate accreditation;
(3) Ensure the efficiency of that transition;
(4) Describe the services(s) to be provided by USF to USFSM during this transition phase and thereafter;
(5) Arrive for the provision of those services by USF to USFSM via agreements; and
(6) Assure continued efficient operations of both campuses.

B. DEFINITIONS.

For purposes of this Agreement, the USFBOT is the University of South Florida Board of Trustees.

For purposes of this Agreement, the Campus CEO is the Chief Executive Officer of USFSM.
For purposes of this Agreement, USFSM is a “fiscally autonomous” campus, meaning:

1. all legislative appropriations for USFSM are set forth as separate line items in the annual General Appropriations Act, including appropriations for campus operations and fixed capital outlay;
2. the Campus Board has the authority to review and approve an annual legislative budget request as recommended by the Campus CEO and to submit an annual legislative budget request including items for campus operations and fixed capital outlay to the Florida Commissioner of Education;
3. the Campus Board has the authority to approve and submit, based on recommendations from the Campus CEO, an annual operating plan and budget for review and consultation by the USF Board of Trustees.

For purposes of this Agreement, USFSM as a “separate organizational entity” is a campus that:

1. has a statutorily-created Campus Board and CEO;
2. is administratively organized under a Campus CEO with authority and responsibility for all campus operations;
3. is fiscally autonomous as defined above;
4. is committed to obtaining and maintaining separate SACS accreditation.

For purposes of this Agreement, a “regional campus student” is defined as follows:

1. when reporting student application and yield rates, a student will be attributed to a regional campus if the student indicates that campus on the USF application form.
2. when reporting retention and graduation rates, a student will be included in the cohort of the campus on which he/she took the most hours in the first academic year.
3. for purposes requiring an unduplicated headcount, such as flat fees and campus-based services, a student will be attributed to the campus indicated on the student's initial application to USF for the first semester of attendance; verification of the home campus will be made by the student at each registration period thereafter.

II. INCORPORATION OF EXHIBITS/REFERENCES & TERM

All exhibits are incorporated into and made a part of this Agreement.

All references herein to either the USFBOT or the Campus Board of USFSM include their designees.

This Agreement will become effective upon execution by both parties and will continue from year to year with modifications as agreed to by the parties.
III. ACCREDITATION

A. SACS Accreditation

USFSM will continue under the accreditation granted to the University of South Florida until positive action is taken by the Southern Association of Colleges and Schools (SACS) regarding the separate accreditation of USFSM. The parties understand that SACS is solely responsible for accreditation decisions and USF is unable to make representations, guarantees or warranties regarding SACS accreditation of USFSM during this transition phase or thereafter. USF will be responsible for beginning the application process seeking separate SACS accreditation for USFSM. During the application process and thereafter, USF will fully cooperate in supporting and expediting the application and related processes supporting accreditation. USFSM will be responsible for continuing the application process after initial application and for maintaining those efforts. The Campus CEO will provide regular status reports to the President and Provost of USF outlining the progress made toward achieving separate accreditation until such time as accreditation is achieved. USFSM agrees to continue to conform to all SACS accreditation standards and academic policies and procedures of USF while covered under USF’s SACS accreditation. USF agrees to cooperate fully with USFSM to assist the campus in achieving separate accreditation. The USF Associate Vice President for Academic Affairs will serve as the USF liaison on all accreditation activities with the Southern Association of Colleges and Schools until such time as the campus achieves separate accreditation.

B. Program Accreditation

The USFSM professional programs will continue to operate under the accreditation granted to the professional programs of USF until separate SACS accreditation is achieved by USFSM. At the appropriate time, each professional program may seek accreditation by the relevant accrediting agency.
USFSM agrees to continue to conform to all professional program accreditation standards and academic policies and procedures of USF while covered under USF's program accreditation. USF agrees to support USFSM to assist the campus in achieving separate professional program accreditation status where desired by USFSM. The USF Associate Vice President for Academic Affairs will serve as the USF liaison on all accreditation activities with professional program accreditation agencies.

IV. RESPONSIBILITIES OF USF BOARD OF TRUSTEES, USF/SARASOTA-MANATEE CAMPUS BOARD AND USF/SARASOTA-MANATEE CAMPUS EXECUTIVE OFFICER AND COMPLIANCE WITH USF POLICIES & PROCEDURES

The duties and responsibilities of the USF Board of Trustees, the USFSM Campus Board and USFSM Campus Chief Executive Officer are set out in S.B. 1162, a copy of the relevant portion of which is attached hereto and incorporated herein. (Exhibit A)

USFSM agrees that it will follow and adhere to USF rules and policies until separate accreditation is achieved unless those rules or policies are inconsistent with statutory authority related to fiscal autonomy or organizational authority (as determined by both parties) or an exception is recognized by the USFBOt or the USF President to facilitate separate accreditation.

V. BUDGET

A. Direct Funds

Exhibit B details the Direct Funds associated with establishing USFSM as a separate budget entity. Direct costs in Exhibit B were based on the 2000-2001 Educational and General (E & G) Operating Budget for USFSM and were adjusted upward to reflect the 2001-2002 separate legislative appropriation for Branches and Centers ($677,500) as well as new resources allocated by the legislature for (1) salary increases and (2) "cost-to-continue." The Direct Costs were
adjusted downward to reflect the USFSM share of the initial 2001-2002 legislative budget reduction ($122,735).

USFSM agrees that it will utilize the legislative funding earmarked in S.B. 2000 for Branches and Centers as start-up funding to increase the number of courses and to provide for the offering of additional full degree programs for the purpose of increasing access to baccalaureate degrees on the USFSM campus.

B. Student fees

Student fees generated by USFSM students after July 1, 2001 will be deposited in USFSM accounts. Exhibit C provides a Letter of Agreement between the President of the University of South Florida and CEO of USFSM regarding the allocation or sharing of student fee revenues.

C. Student Fee Trust Fund/Incidental Revenue/Tuition Collection

Student Fee Trust Fund authority will be allocated to USFSM as part of their Direct Costs budget and will include the trust fund authority associated with their current enrollment plan at the rate approved by the Legislature and Governor for 2001-2002 and the incidental revenue items normally included in the Student Fee Trust Fund requirement (such as application fees, library fines, etc.). The parties acknowledge that the tuition increase approved by the Legislature and Governor for 2001-2002 represents a fund shift and does not result in a net increase in the E & G budget authority for any state university system member because there was a corresponding reduction in General Revenue appropriated by the Legislature that offset the increase.

Furthermore, it is acknowledged that the ability to expend the Student Fee Trust Fund authority requires the collection of the above revenues.

D. Materials and Supplies Fees

All material and supplies fees generated by USFSM academic courses having such fees after July 1, 2001 will be deposited in Auxiliary accounts to be established by USFSM for those
courses. Fees collected by USFSM will be spent in support of those courses in keeping with University and FBOE guidelines.

E. Research overhead/Indirect Costs on Grants.

Thirty percent (30%) of indirect cost funds collection from USFSM sponsored grants/contracts will be transferred to an account established by the Campus Chief Executive Officer of USFSM for the purpose of supporting research activity/start-up costs of USFSM campus faculty. The distribution of these funds will be at the discretion of the USFSM Campus Chief Executive Officer.

F. Carry-forward funds

The parties acknowledge that carry-forward funds for 2000-2001 are not included in Exhibit B. At the conclusion of the fiscal year 2000-2001 budget processing, any unencumbered carry-forward funds will remain in USFSM accounts.

G. Enrollment Marketing Funds

Funding in the amount of $33,573 was transferred from the Office of Public Affairs to USF Sarasota-Manatee to support enrollment marketing activities for the campus. USFSM will assume responsibility for enrollment marketing activities related to the campus. USFSM will continue to be included in all relevant publications produced by the USF Offices of Undergraduate Education, Graduate Education Enrollment Management and will be provided with copies of these publications for their use. In addition, the Office of Public Affairs at USF Tampa will assist USFSM in developing a marketing plan to coordinate with the overall marketing and image plan of the University, including the use of USF identity standards.

VI. STUDENTS

Both parties recognize and agree that it is their mutual responsibility to provide students with a comprehensive and coordinated registration system. All students, including regional
campus students, may register (if qualified to register) for courses taught at any USF campus, including USFSM. All students, including regional campus students, have the same rights, responsibilities and obligations regardless of the campus on which they pursue the majority of their coursework.

In each fiscal year, USFSM will be responsible for meeting the targets contained in the campus enrollment plan developed for the FBOE five-year enrollment plan process and negotiated between USF and USFSM. Budget adjustments related to meeting the enrollment plan, i.e. exceeding the enrollment plan or failing to be within the enrollment corridor will be determined at the discretion of the USF President in consultation with USFSM CEO.

VII. FACULTY

A. Tenure and Promotion Processes

(1) Prior to receiving accreditation as a separate campus from SACS, USFSM will continue to participate in existing tenure and promotion processes of USF.

(2) Following separate accreditation by SACS, USFSM will have campus autonomy in faculty hiring as well as tenure and promotion processes, i.e., Tampa campus departments/colleges will no longer be required to participate in search processes, hiring decisions, and tenure/promotion processes. There may be exceptions to this provision in the case of departments that carry professional program accreditation if the accreditation agency determines that USF’s existing program accreditation would be jeopardized by the establishment of separate tenure and promotion processes. At the time that USFSM professional programs gain separate program accreditation, the involvement of Tampa campus departments/colleges will no longer be a necessity.

(3) Following separate accreditation by SACS, tenure and promotion applications will be reviewed by the appropriate campus Tenure & Promotion committees and
recommendations will be made by the committees to the Campus CEO. The Campus CEO will review the applications, including the recommendations of the committees, and make recommendations for tenure and promotion to the USF President. The President will be the final authority on promotion and will forward the names of those faculty that she recommends for tenure to the appropriate governing body. The Office of the Provost will not have a role in reviewing tenure and promotion applications for USFSM.

(4) The USF guidelines for tenure and promotion will be used by all campuses.

B. Collective Bargaining Agreement

The UFF Collective Bargaining Agreement applies to both pre and post-accreditation tenure and promotion status of USFSM faculty. Specifically:

(1) Faculty contracts specify the principal place of employment as USFSM [Article 8.3(o)]. An individual may not change the principal place of employment without the approval of the Campus CEO and the USF President or designee. Current practice at USF allows for change of the place of employment in situations in which there is mutual agreement between accountable officers and exchange of resources to support the transfer.

(2) Tenure shall be in a department/unit or other appropriate administrative unit (Article 15.1). For USFSM, the unit is the place of employment, i.e., the USFSM campus.

(3) Tenured SUS employees who transfer within an SUS university and who are employed in the same or similar discipline, may transfer their tenure if a vacancy exists and they are offered employment through the normal hiring process [Article 15.7(a) of the Collective Bargaining Agreement between the United Faculty of Florida and the Florida Board of Regents and its Successor]. Current practice at USF also allows transfer of tenure in situations in which there is mutual agreement between accountable officers and exchange of resources to support the transfer.

C. Faculty Assignments, Evaluation, and Salary Determination

(1) Faculty assignments will continue to be made by the campus in consultation with the faculty member's academic department on the Tampa Campus as is currently the practice. Annual evaluations will continue to be conducted by the USFSM campus as
well as in the departments on the main campus as is currently the practice. Mid-
probationary reviews for tenure will continue to be conducted by the appropriate
Tenure and Promotion Committee in the academic departments on the Tampa Campus
with participation by representation from the USFSM regional campus as is currently
the practice.

(2) Salary determinations at the initial time of hire and subsequent salary increases over
which the campus has discretionary authority will be made by the campus as is
currently the practice.

VIII. ACADEMIC PROGRAMS

Until separate accreditation is obtained by USFSM, the jurisdiction over academic
programs rests with academic departments in Tampa. USFSM will adhere to academic program
policies until separate SACS and/or program accreditation is achieved.

The USF Dean of Educational Outreach will coordinate all off-campus programs/course
offerings for all USF campuses. The College Deans of the Tampa campus and the CEO of
USFSM will each notify the Dean of Educational Outreach of their intent to offer a program off-
campus to assure coordination of USF programs and courses for purposes of enhancing
communications, reducing duplication of effort, coordinating marketing efforts where appropriate
and avoiding the appearance of competition among USF campuses.

IX. CENTRAL SUPPORT SERVICES

As provided in S.B. 1162, the USFSM Campus Board may enter into central support
services contracts with the Board of Trustees of USF for any services that the USFSM cannot
provide more economically, with the exception of legal services which must continue to be
provided by a central services contract with the university (Exhibit D). USF and USFSM will
determine which central support services will continue to be provided by USF and those which
will be transferred to USFSM. Both parties recognize other areas of central support services may arise during the period of these discussions. As of the date of signing this agreement, the services to be transferred to USFSM are:

- Facilities Planning and Construction Administration
- Parking Services
- Financial Aid Application Processing

The terms of the transfer of the above services will be detailed in individual contractual agreements and attached to this Agreement when finalized.

The services to be continued to be provided by USF to USFSM until separate accreditation is achieved or until further notice and contractual agreement include:

- Environmental Health and Safety, including Insurance
- Purchasing and Financial Services including payroll
- Budget Processing/Services
- Information Technologies/Accounting Technologies
- Human Resources/Personnel Records Management
- Property Inventory
- Invoice Processing
- Institutional Research
- Inspector General/Auditing
- Student Admissions
- Registrar Services
- Required reports (e.g., enrollment, student data)
- International Student and Scholar Services
- Accreditation Liaison/Transition Services
- Research Services/Compliance
- Discrimination Investigation Services
- Site License Negotiation and Maintenance Fees
- Faculty Processes
- Collective Bargaining
- Faculty Senate Participation
- Selected Library Services
- Non-Faculty Academic Personnel Services
- Undergraduate Education Support Services
- Graduate Education Support Services
- Academic College Program Coordination, including Nursing
• Center for Teaching Enhancement Services
• Selected Academic Computing Services
• Educational Outreach Services
• Bookstore Operations

Individual contractual agreements related to the transfer of services to USFSM will be attached to and incorporated in this Agreement upon their final execution and in the order entered.

X. MODIFICATIONS TO AGREEMENT

This Agreement and its component parts are subject to modification except where otherwise noted in this Agreement.

XI. ASSIGNMENT

In the event an assignment of this Agreement for either party results from legislative or Florida Board of Education action, such assignment shall be automatically effective on the effective date of the Act or the action. No other assignment of this Agreement shall be permitted.

XII. GOVERNING LAW

This Agreement is governed by Florida law and any provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Agreement shall be in Hillsborough County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with the terms of this Agreement.

XIII. FORCE MAJEURE

No default, delay or failure to perform on the part of either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not
limited to, strikes, lockouts or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carriers. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

XIV. SEVERABILITY OF AGREEMENT

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Florida Statutes, Chapter 120, such holding shall not invalidate or render unenforceable any other provision hereof.

XV. AVAILABILITY OF FUNDS

Both parties’ performance and obligation to pay any amount of money under this Agreement is contingent upon appropriation by the Florida Legislature.

XVI. STATE COMPTROLLER

Upon the execution of this Agreement, and if applicable, the terms and conditions of this Agreement shall become effective only upon the subsequent approval of the Office of the Comptroller, State of Florida, pursuant to Florida Statute §17.03 (2000).

XVII. UNDERSTANDING

Both parties have read the provisions of this Agreement, understand and agree to them and enter this Agreement freely and without duress, with the intention of complying with all of its terms.

XVIII. CONFLICT RESOLUTION

In the event disputes arise concerning the implementation or interpretation of this Agreement, both parties agree to discuss those disputes in good faith, via a jointly established
committee, consisting of representatives from both institutions. If resolution is not reached, they will jointly employ a mediator/facilitator for the purpose of attempting to obtain resolution of the dispute. The parties will equally divide the mediation fee. If resolution is not possible after good faith efforts, the parties may pursue other remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first written above.

University of South Florida Board of Trustees, a public body corporate

Chair, USF Board of Trustees

3/16/02
Date

Cynthia S. Visot
Witness

University of South Florida
Sarasota-Manatee Campus Board,
a public body corporate

Chair, USF Sarasota-Manatee Campus Board

3/15/02
Date

Lynn Evensen
Print Name

Cynthia S. Visot
Print Name

APPROVED AS TO FORM AND LEGALITY

ATTORNEY-US.F.

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Appendix 3

MEMORANDUM OF AGREEMENT
BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
AND THE UNIVERSITY OF SOUTH FLORIDA
LAKELAND CAMPUS BOARD

This Agreement is entered into by and between the University of South Florida Board of Trustees (USF), a public body corporate, and the University of South Florida Lakeland (USFL) and its Campus Board, in order to facilitate the operation of USFL as a fiscally autonomous, separate organizational and budget entity of USF. This document supercedes previous agreements between USF Tampa and USF Lakeland.

WITNESSETH

WHEREAS, Florida Statutes §§240.527 and 240.5275 establish two of USF’s regional campuses (USF St. Petersburg and USF Sarasota-Manatee) as fiscally autonomous and separate organizational and budget entities of the University of South Florida; and

WHEREAS, it is desirable to recognize USF Lakeland as having similar autonomous status and President Genshaft recognizes that status within the authority vested in her as President of the University of South Florida; and

WHEREAS, the purpose of autonomous status is to assist USFL develop an administrative and operational model that will facilitate the future growth and development of USFL as a campus offering complete degree programs in areas that are responsive to regional needs; and

WHEREAS, USFL will, over time, establish additional support services to serve students on its campus but will continue to utilize central support services provided by USF in areas that USFL cannot provide more economically; and
WHEREAS, USF and USFL agree that central support services to be provided by USF would best be accomplished by entering into a written Agreement outlining the terms of mutual agreement giving all parties full notice of the rights and obligations of each;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. PURPOSE AND DEFINITIONS

A. PURPOSE.

The purpose of this Agreement is to:

(1) Define the terms of the transfer of resources from USF to USFL where appropriate;
(2) Facilitate the transition of responsibility for all possible and feasible services from USF to USFL as needed to achieve separate accreditation when appropriate;
(3) Ensure the efficiency of that transition;
(4) Describe the services(s) to be provided by USF to USFL;
(5) Arrange for the provision of those services by USF to USFL via agreements;
(6) Assure continued efficient operations of both campuses; and
(7) Delineate the duties and responsibilities of the Campus Board.

B. DEFINITIONS.

For purposes of this Agreement, the USF BOT is the University of South Florida Board of Trustees.

For purposes of this Agreement, the Campus CEO is the Campus Executive Officer of USFL.

For purposes of this Agreement, USFL is a “fiscally autonomous” campus, meaning:

(1) its Campus Board has the authority to review and approve an annual legislative budget request as recommended by the Campus CEO and to submit an annual legislative budget request including items for campus operations and fixed capital outlay to the USF Board of Trustees for their approval;
(2) the Campus Board has the authority to approve and submit, based on recommendations from the Campus CEO, an annual operating plan and budget for review and consultation by the USF Board of Trustees.

For purposes of this Agreement, USFL is a separate organizational entity meaning the campus:

(1) has a Campus Board and CEO designated by the President of USF;
(2) is fiscally autonomous as defined above;
(3) strives to achieve separate SACS accreditation.

For purposes of this Agreement, a “regional campus student” is defined as follows:

(1) When reporting student application and yield rates, a student will be attributed to a regional campus if the student indicates that campus on the USF application form.
(2) When reporting retention and graduation rates, a student will be included in the cohort of the campus on which he/she took the most hours in the first academic year.
(3) For purposes requiring an unduplicated headcount, such as flat fees and campus-based services, a student will be attributed to the campus indicated on the student's initial application to USF for the first semester of attendance; verification of the home campus will be made by the student at each registration period thereafter.

II. INCORPORATION OF EXHIBITS/REFERENCES & TERM

All exhibits are incorporated into and made a part of this Agreement.

All references herein to either the USF BOT or the Campus Board of USFL include their designees.

This Agreement will become effective upon execution by both parties and will continue from year to year with modifications as agreed to by the parties.

III. ACCREDITATION

A. SACS Accreditation

USFL will continue under the accreditation granted to the University of South Florida until positive action is taken by the Southern Association of Colleges and Schools (SACS) regarding the separate accreditation of USFL. The parties understand that SACS is solely
responsible for accreditation decisions and USF is unable to make representations, guarantees or warranties regarding SACS accreditation of USFL.

USFL agrees to continue to conform to all SACS accreditation standards and academic policies and procedures of USF while covered under USF’s SACS accreditation. USF agrees to cooperate fully with USFL to assist the campus in achieving separate accreditation. The USF Assistant Vice President for Academic Affairs will serve as the USF liaison on all accreditation activities with the Southern Association of Schools and Colleges until such time as the campus achieves separate accreditation.

B. Program Accreditation

The USFL professional programs will continue to operate under the accreditation granted to the professional programs of USF until separate SACS accreditation is achieved by USFL. At the appropriate time, each professional program may seek accreditation by the relevant accrediting agency.

USFL agrees to continue to conform to all professional program accreditation standards and academic policies and procedures of USF while covered under USF’s program accreditation. USF agrees to support USFL to assist the campus in achieving separate professional program accreditation status where desired by USFL. The USF Assistant Vice President for Academic Affairs will serve as the USF liaison on all accreditation activities with professional program accreditation agencies.

IV. RESPONSIBILITIES OF USF BOARD OF TRUSTEES, USF/LAKELAND CAMPUS BOARD AND USF/LAKELAND CAMPUS EXECUTIVE OFFICER
A. USF Board of Trustees.

The duties and responsibilities of the USF Board of Trustees are set out in Florida Statute §229.0081, a copy of the relevant portion of which is attached hereto and incorporated herein (Exhibit A).

B. Campus Board.

The duties and responsibilities of the USFL Campus Board are to:

(a) Approve and submit an annual operating plan and budget for review and approval by the Board of Trustees of the University of South Florida including items for campus operations and fixed capital outlay.

(b) Enter into central support services contracts with the Board of Trustees of the University of South Florida for any services that the USFL campus cannot provide more economically. All legal services for the campus will be provided by a central services contract with USF.

(c) Approve any allocation of student fee revenues and document same in a Letter of Agreement between the parties.

C. Campus Executive Officer.

The authority and responsibilities of the Campus Executive Officer are to:

(a) Administer campus operations within the annual operating budget as approved by the Campus Board and USF Board of Trustees;

(b) Recommend to the Campus Board an annual legislative budget request that includes funding for campus operations and fixed capital outlay;

(c) Recommend to the Campus Board an annual campus operating budget;

(d) Recommend to the Campus Board appropriate services and terms and conditions to be included in central support service contracts;
(e) Carry out any additional responsibilities assigned or delegated by the President of the University of South Florida for the efficient operation and improvement of the campus.

V. BUDGET

A. Direct Funds

Exhibit B details the Direct Funds associated with establishing USFL as a separate budget entity. Direct costs in Exhibit B were based on the 2000-2001 Educational and General (E & G) Operating Budget for USFL and were adjusted upward to reflect the 2001-2002 separate legislative appropriation for "Branches and Centers" as well as new resources allocated by the legislature for (1) salary increases and (2) "cost-to-continue." The Direct Costs were adjusted downward to reflect the USFL share of the 2001-2002 legislative budget reduction.

USFL agrees that it will utilize the legislative funding earmarked in S.B. 2000 (of 2001) for "Branches and Centers" as start-up funding to increase the number of courses and to provide for the offering of additional full degree programs for the purpose of increasing access to baccalaureate degrees on the USFL campus.

B. Student fees

Student fees generated by USFL students after July 1, 2001 will be deposited in USFL accounts. Exhibit C provides a Letter of Agreement between the President of the University of South Florida and CEO of USFL regarding the full allocation or sharing of student fee revenues.

C. Student Fee Trust Fund/Incidental Revenue/Tuition Collection

Student Fee Trust Fund authority will be allocated to USFL as part of their Direct Costs budget and will include the trust fund authority associated with their annual enrollment plan at the rate approved by the Legislature and Governor and the incidental revenue items normally included in the Student Fee Trust Fund requirement (such as application fees, library fines, etc.). The
The parties acknowledge that the tuition increase approved by the Legislature and Governor for 2001-2002 represented a fund shift and did not result in a net increase in the E & G budget authority for any state university system member because there was a corresponding reduction in General Revenue appropriated by the Legislature that offset the increase. Furthermore, it is acknowledged that the ability to expend the Student Fee Trust Fund authority requires the collection of the above revenues.

D. Materials and Supplies Fees

All material and supplies fees generated by USFL academic courses having such fees after July 1, 2001 will be deposited in Auxiliary accounts to be established by USFL for those courses. Fees collected by USFL will be spent in support of those courses in keeping with University and FBOE guidelines.

E. Research overhead/Indirect Costs on Grants.

Thirty percent (30%) of indirect cost funds collection from USFL sponsored grants/contracts will be transferred to an account established by the Campus Executive Officer of USFL for the purpose of supporting research activity/start-up costs of USFL campus faculty. The distribution of these funds will be at the discretion of the USFL Campus Executive Officer.

F. Carry-forward funds

The parties acknowledge that carry-forward funds for 2000-2001 are not included in Exhibit B. At the conclusion of the fiscal year 2000-2001 budget processing, any unencumbered carry-forward funds will remain in USFL accounts.

G. Enrollment Marketing Funds

Base funding in the amount of $8,304 was transferred in Fall, 2001 from the Office of Public Affairs to USFL Lakeland to support enrollment marketing activities for the campus. USFL will assume responsibility for enrollment marketing activities related to the campus.
USF will continue to be included in all relevant publications produced by the USF Offices of Undergraduate Education, Graduate Education Enrollment Management and will be provided with copies of these publications for their use. In addition, the Office of Public Affairs at USF Tampa will assist USF in developing a marketing plan to coordinate with the overall marketing and image plan of the University, including the use of USF identity standards.

VI. STUDENTS

Both parties recognize and agree that it is their mutual responsibility to provide students with a comprehensive and coordinated registration system. All students, including regional campus students, may register (if qualified to register) for courses taught at any USF campus, including USFL. All students, including regional campus students, have the same rights, responsibilities and obligations regardless of the campus on which they pursue the majority of their coursework.

In each fiscal year, USFL will be responsible for meeting the targets contained in the campus enrollment plan developed for the FBOE enrollment plan process and negotiated between USF and USFL. Budget adjustments related to meeting the enrollment plan, i.e., exceeding the enrollment plan or being outside of the enrollment corridor will be determined at the discretion of the USF President in consultation with USFL CEO.

VII. FACULTY

A. Tenure and Promotion Processes

(1) The USF guidelines for tenure and promotion will be used by all campuses. Prior to receiving accreditation by SACS, USFL will continue to participate in existing tenure and promotion processes of USF.

(2) Following accreditation by SACS, USFL will have campus autonomy in faculty hiring as well as tenure and promotion processes, i.e., Tampa campus
departments/colleges will no longer be required to participate in search processes, hiring decisions, and tenure/promotion processes. There may be exceptions to this provision in the case of departments that carry professional program accreditation if the accreditation agency determines that USFL's existing program accreditation would be jeopardized by the establishment of separate tenure and promotion processes. At the time that USFL professional programs gain separate program accreditation, the involvement of Tampa campus departments/colleges will no longer be necessary.

(3) Following accreditation by SACS, tenure and promotion applications will be reviewed by the appropriate campus T&P committees and recommendations will be made by the committees to the USFL CEO. The USFL CEO will review the applications, including the recommendations of the committees, and make recommendations for tenure and promotion to the USF President. The President will be the final authority on promotion and will forward the names of those faculty that she recommends for tenure to the appropriate governing body. The Office of the Provost will not have a role in reviewing tenure and promotion applications for USFL following separate SACS accreditation.

B. Collective Bargaining Agreement

The UFF Collective Bargaining Agreement applies to tenure and promotion status of USFL faculty both pre and post-accreditation by SACS. Specifically that Agreement provides:

(1) Faculty contracts specify the principal place of employment as USFL [Article 8.3(o)]. An individual may not change the principal place of employment without the approval of the USFL CEO and the USF President or designee. Current practice at USF allows for change of the place of employment in situations in which there is mutual agreement between accountable officers and exchange of resources to support the transfer.

(2) Tenure shall be in a department/unit or other appropriate administrative unit (Article 15.1). For USFL, the unit is the place of employment, i.e., the USFL campus.
Tenured SUS employees who transfer within an SUS university...and who are employed in the same or similar discipline, may transfer their tenure if a vacancy exists and they are offered employment through the normal hiring process [Article 15.7(a)]. Current practice at USF also allows transfer of tenure in situations in which there is mutual agreement between accountable officers and exchange of resources to support the transfer.

C. Faculty Assignments, Evaluation, and Salary Determination

(1) Faculty assignments will continue to be made by the campus as is currently the practice. Annual evaluations will continue to be conducted by the USFL campus as is currently the practice. Mid-probationary reviews for tenure will continue to be conducted by the appropriate Tenure and Promotion Committee at the campus as is currently the practice.

(2) Salary determinations and salary increases will continue to be made by the campus as is currently the practice.

VIII. ACADEMIC PROGRAMS

USFL will adhere to academic program policies until separate SACS and/or program accreditation is achieved. The Campus will be responsible for identifying academic programs appropriate to respond to community needs.

The College Deans of the Tampa campus and the CEO of USFL will each notify the Dean of Educational Outreach of their intent to offer a program off-campus to assure coordination of USF programs and courses for purposes of enhancing communications, reducing duplication of effort and coordinating marketing efforts where appropriate.

IX. CENTRAL SUPPORT SERVICES

The USFL Campus Board/CEO may enter into central support services contracts with the Board of Trustees of USF/President for any services that the USFL cannot provide more economically, with the exception of legal services which must continue to be provided by a
central services contract with the university (Exhibit D). USF and USFL will determine which central support services will continue to be provided by USF and those which will be transferred to USFL. Both parties recognize other areas of central support services may arise during the period of these discussions.

Currently, USFL desires USF Tampa to continue to provide all central services to the Lakeland Campus including:

- Environmental Health and Safety, including Insurance
- Purchasing and Financial Services including payroll
- Budget Processing/Services
- Information Technologies/Accounting Technologies
- Human Resources/Personnel Records Management
- Property Inventory
- Invoice Processing
- Institutional Research
- Inspector General/Auditing
- Student Admissions
- Registrar Services
- Required reports (e.g., enrollment, student data)
- International Student and Scholar Services
- Accreditation Liaison/Transition Services
- Research Services/Compliance
- Discrimination Investigation Services
- Site License Negotiation and Maintenance Fees
- Faculty Processes
- Collective Bargaining
- Faculty Senate Participation
- Selected Library Services
- Non-Faculty Academic Personnel Services
- Undergraduate Education Support Services
- Graduate Education Support Services
- Academic College Program Coordination
- Center for Teaching Enhancement Services
- Selected Academic Computing Services
- Educational Outreach Services
- Bookstore Services
- Facilities Planning
Individual contractual agreements related to the transfer of services to USFL will be attached to and incorporated in this Agreement upon their final execution and in the order entered.

X. MODIFICATIONS TO AGREEMENT

This Agreement and its component parts are subject to modification except where otherwise noted in this Agreement.

XI. ASSIGNMENT

In the event an assignment of this Agreement for either party results from legislative or Florida Board of Education action, such assignment shall be automatically effective on the effective date of the Act or the action. No other assignment of this Agreement shall be permitted.

XII. GOVERNING LAW

This Agreement is governed by Florida law and any provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Agreement shall be in Hillsborough County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with the terms of this Agreement.

XIII. FORCE MAJEURE

No default, delay or failure to perform on the part of either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carriers. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform
shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

XIV. SEVERABILITY OF AGREEMENT

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Florida Statutes, Chapter 120, such holding shall not invalidate or render unenforceable any other provision hereof.

XV. AVAILABILITY OF FUNDS

Both parties’ performance and obligation to pay any amount of money under this Agreement is contingent upon appropriation by the Florida Legislature.

XVI. STATE COMPTROLLER

Upon the execution of this Agreement, and if applicable, the terms and conditions of this Agreement shall become effective only upon the subsequent approval of the Office of the Comptroller, State of Florida, pursuant to Florida Statute §17.03 (2000).

XVII. UNDERSTANDING

Both parties have read the provisions of this Agreement, understand and agree to them and enter this Agreement freely and without duress, with the intention of complying with all of its terms.

XVIII. CONFLICT RESOLUTION

In the event disputes arise concerning the implementation or interpretation of this Agreement, both parties agree to discuss those disputes in good faith, via a jointly established committee, consisting of representatives from both institutions. If resolution is not reached, they will jointly employ a mediator/facilitator for the purpose of attempting to obtain resolution of the
dispute. The parties will equally divide the mediation fee. If resolution is not possible after good faith efforts, the parties may pursue other remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first written above.

University of South Florida Board of Trustees, a public body corporate

Chair, USF Board of Trustees

[Signature]

5/16/02

Date

Cynthia A. Visot
Witness

Cynthia S. Visot
Print Name

University of South Florida
Lakeland Campus Board, a separate organizational entity

Chair, USF Lakeland Campus Board

[Signature]

5/16/02

Date

Cynthia A. Visot
Witness

Cynthia S. Visot
Print Name