

FLORIDA **A&M** UNIVERSITY

DIVISION OF LEGAL AFFAIRS

2 0 1 5  
**MANAGEMENT  
SEMINAR**



**CHARTING A NEW COURSE  
TO STRATEGIC EXCELLENCE**





# CHARTING A NEW COURSE TO STRATEGIC EXCELLENCE

FRIDAY, APRIL 3, 2015

GRAND BALLROOM

8:30 – 9:15

## **Registration**

Continental Breakfast

9:15 – 9:30

## **Opening Remarks**

Elmira Mangum, President

9:30 – 10:30

## **Strategic Planning: Identifying a Common Vision, Building Consensus and Synergy**

Robyn Perlman, CoreStrategies for Nonprofits, Inc.

10:30 – 11:00

## **Lifting the Haze: Transforming Lessons Learned to Best Practices**

Bryan F. Smith, University Ombudsman and Special Assistant to Vice President of Student Affairs

11:00 – 11:15

## **Break**

11:15 – 12:00

## **Current Trends in Employment and Labor Law**

Robert E. Larkin, III, Partner, Allen, Norton & Blue, P.A.

12:00 – 12:30

## **Lunch**

12:30 – 1:30

## **Snakes in Suits: The Disturbing World of the Psychopath Among Us**

Dr. Dean Aufderheide, Director of Mental Health Services, Florida Department of Corrections

1:30 – 2:00

## **Now What: My Journey and Persons with Disabilities**

Dr. James R. Harding, II, Disability Expert

2:00 – 2:30

## **Overview and Updates Concerning Procurement**

Pamela Lightbourne, Contractor Administrator, Office of Procurement

2:30 – 3:00

## **The Role of the Responsible Employee Under Title IX**

Carrie Gavin, Director, Equal Opportunity Programs and Labor Relations  
Tanya Tatum, Director, Student Health Services

## **SPECIAL ACKNOWLEDGEMENTS**

**Dr. Elmira Mangum  
Ms. Jacqueline Hightower**

**Dr. Dean Aufderheide  
Mr. Darren Danté Bonner  
Ms. Arnell Bryant-Willis  
Ms. Cheyanne Costilla  
Ms. Carrie Gavin  
Dr. James R. Hardin, II  
Robert E. Larkin, III, Esq.  
Ms. Pamela Lightbourne  
Ms. Robyn Perlman  
Mr. Bryn F. Smith  
Ms. Tanya Tatum**

**Ms. Shira R. Thomas  
Mr. David C. Self, II  
Ms. Abigail Raddar  
Ms. Elma Williams  
Mr. Christian Whitaker  
Ms. Victoria Ash  
Ms. Ashanti Jones**

**Mr. Jerome Swaine  
Mr. Kelvin Rosier  
Mr. Charles Williams  
Mr. Michael Williams  
Mr. Michael Watson  
Ms. Felicia Barnes  
Ms. Bridget Roberts  
Mr. Vernon Bryant  
Mr. Charles R. Collins, III  
Ms. Pamela Zackery  
Mr. Ronald Henry  
Mr. Gregory Speights  
Mr. Sammie Morris  
Mr. Kevin Austin  
Ms. Latana Banks**

## SEMINAR OUTLINES

1. **Strategic Planning: Identifying a Common Vision, Building Consensus and Synergy**
2. **Lifting the Haze: Transforming Lessons Learned to Best Practices**
3. **Snakes in Suits: The Disburbing World of the Psychopath Among Us**
4. **Now What: My Journey and Persons with Disabilities**
5. **Overview and Updates Concerning Procurement**



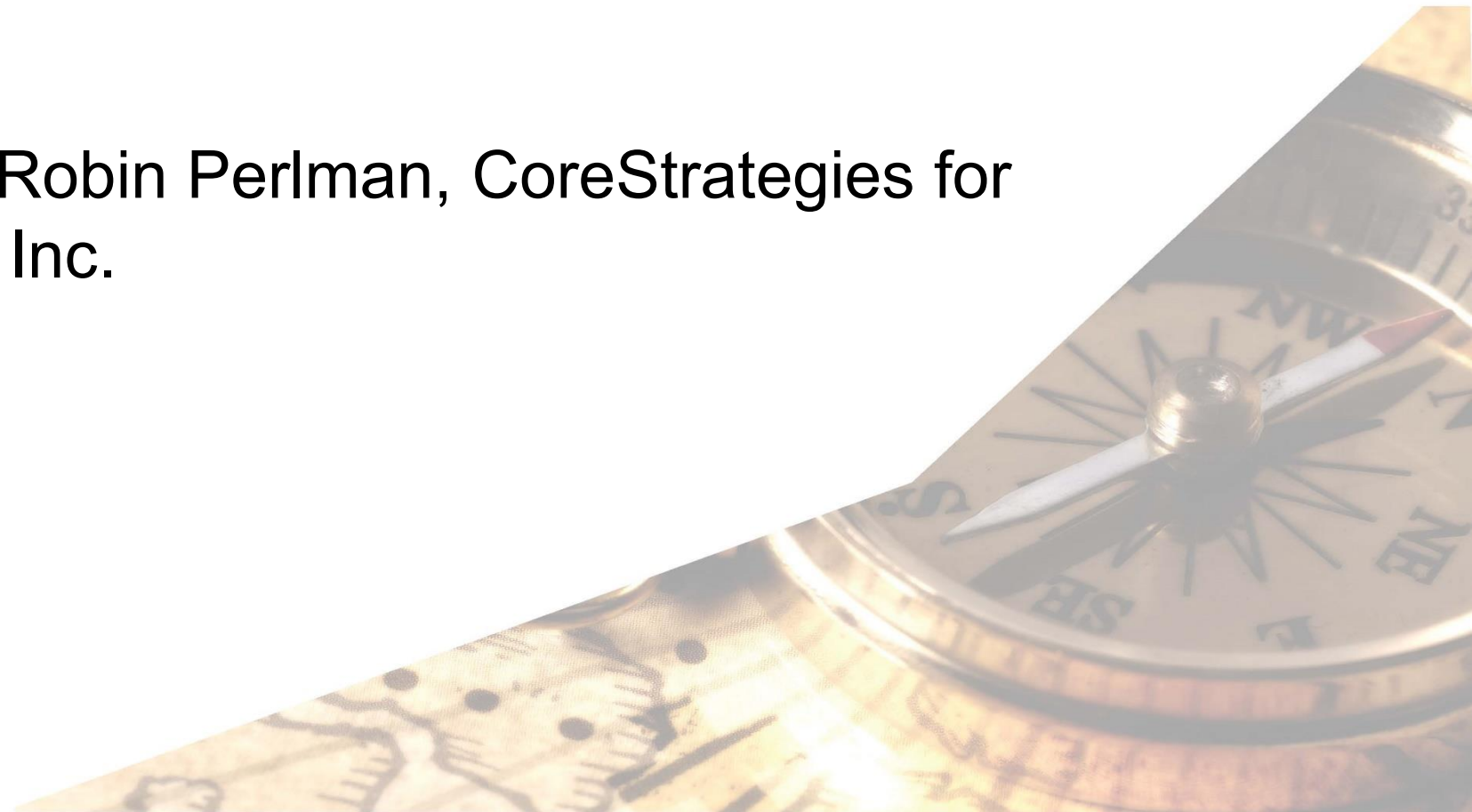
# Management Seminar 2015



Charting A New Course To  
Strategic Excellence

# Strategic Planning: Identifying a Common Vision, Building Consensus and Synergy

Presenter: Robin Perlman, CoreStrategies for Nonprofits, Inc.







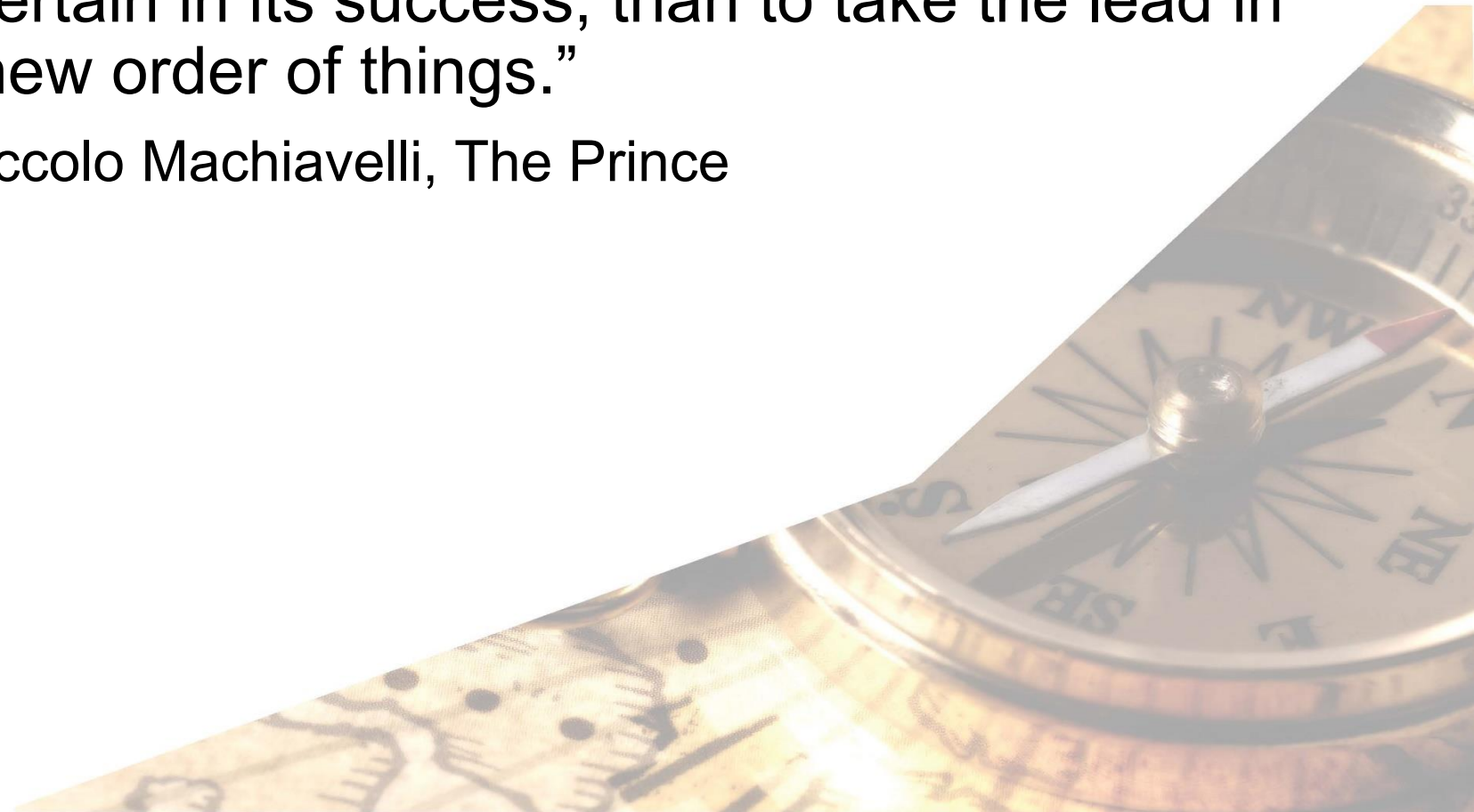
Every part of the whole playing a part in getting to  
each new SEASON





“There is nothing more difficult to take in hand, more perilous to conduct, or more uncertain in its success, than to take the lead in the introduction of a new order of things.”

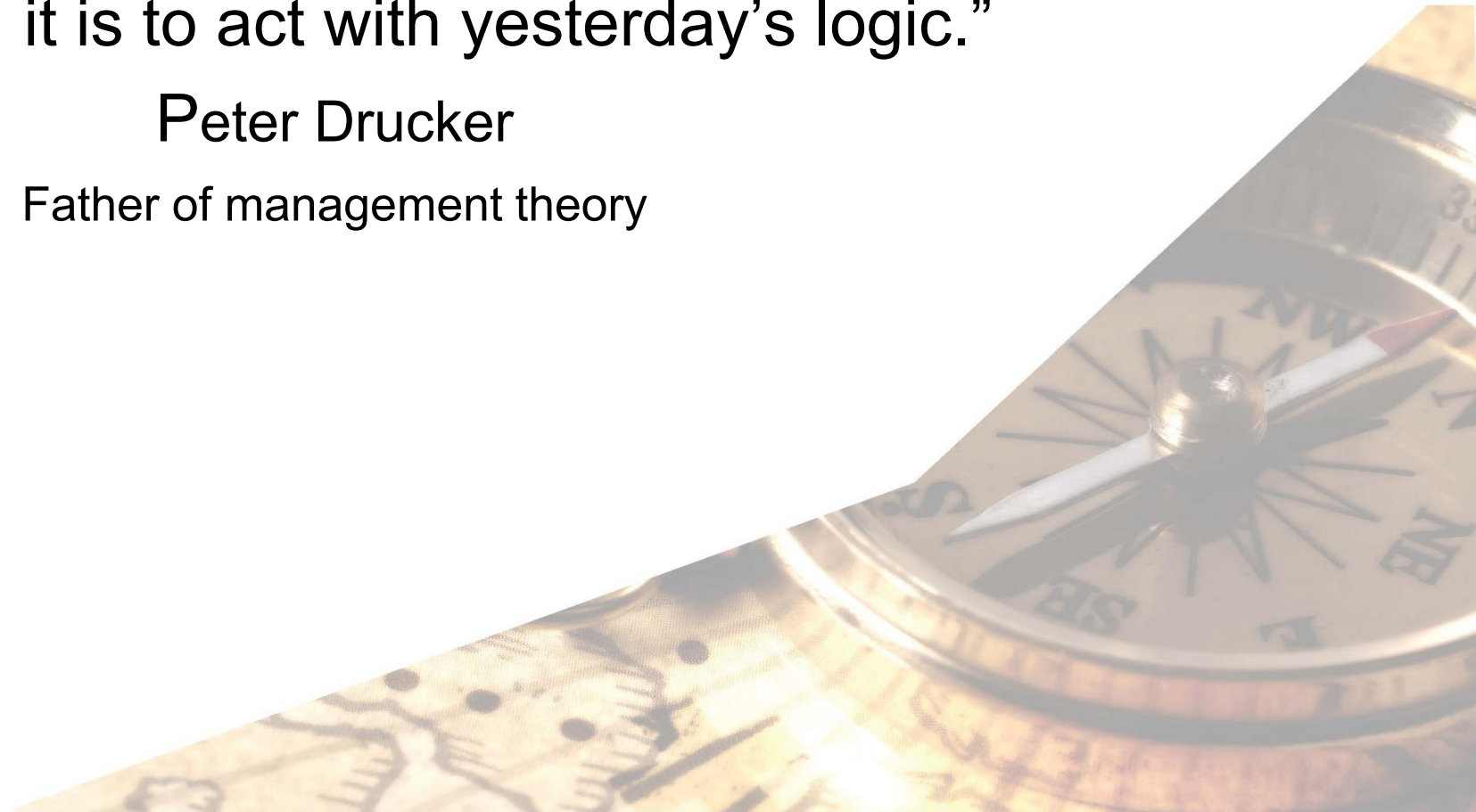
Niccolo Machiavelli, *The Prince*



The greatest danger in times of turbulence is not the turbulence; it is to act with yesterday's logic.”

Peter Drucker

Father of management theory

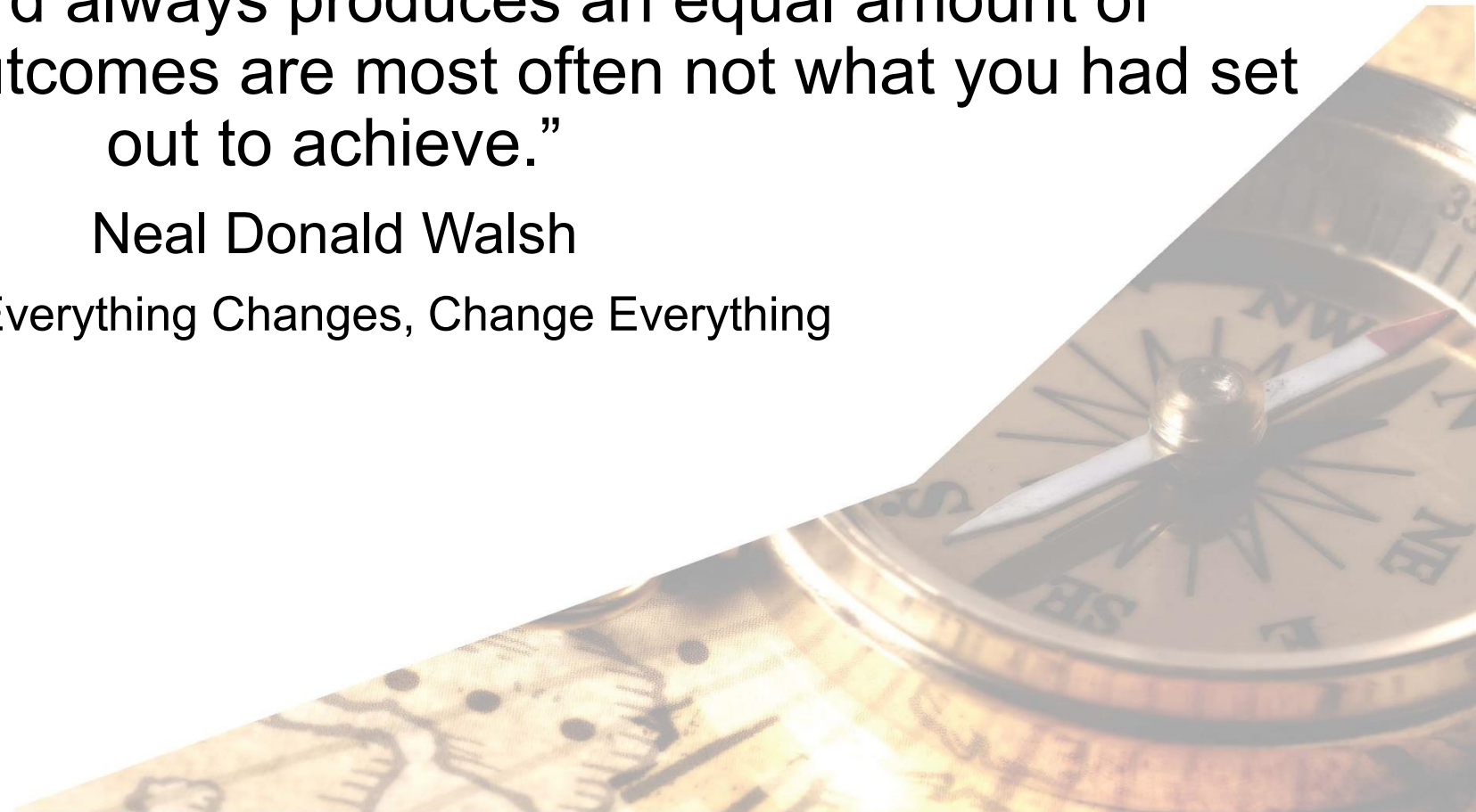




Change is always disruptive; its always emotional; the excitement of moving forward always produces an equal amount of resistance and the outcomes are most often not what you had set out to achieve.”

Neal Donald Walsh

When Everything Changes, Change Everything



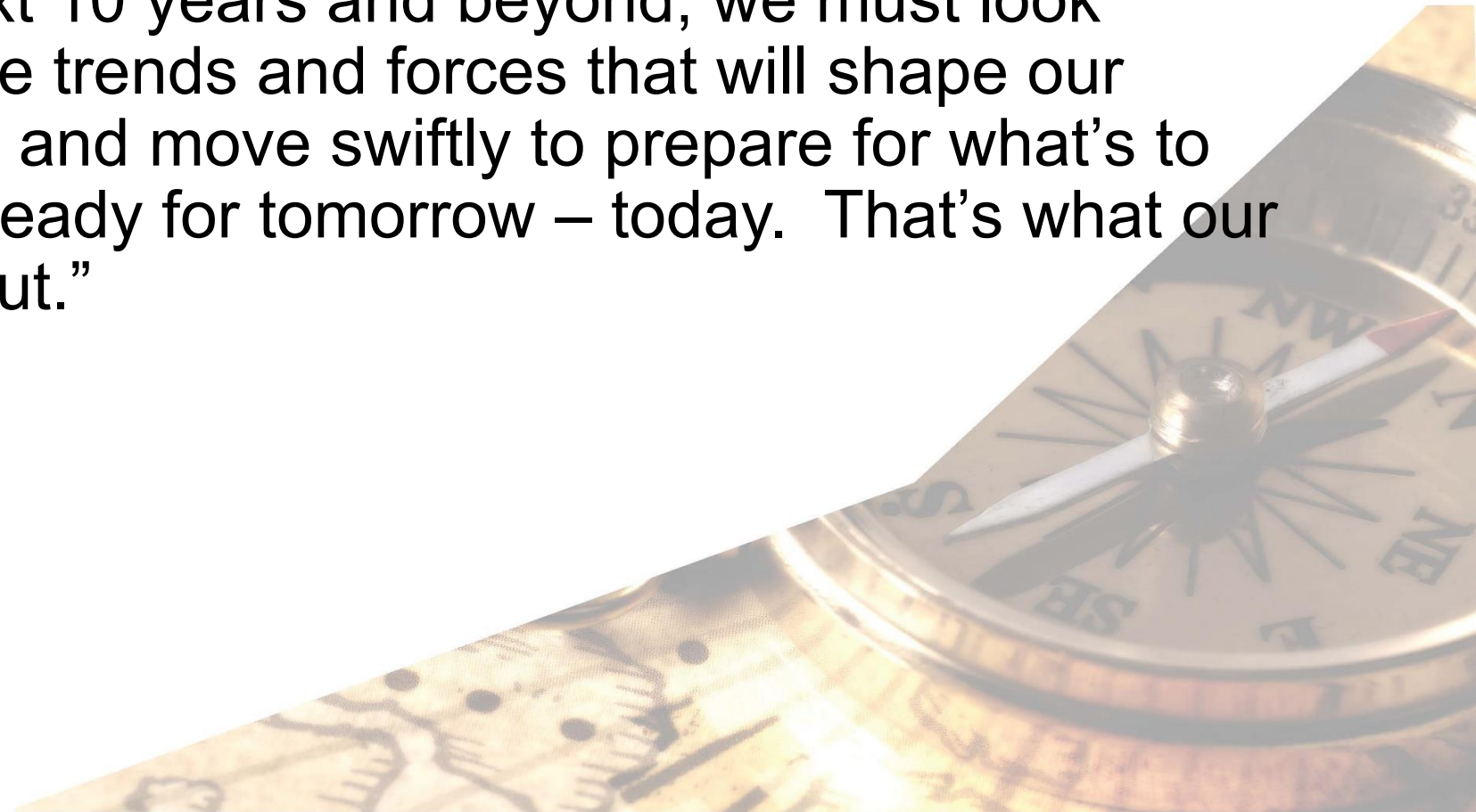
“The single biggest error people make when they try to change . . .  
. Is that they do not create a high enough sense of urgency  
among enough people to set the stage for making a challenging  
leap into some new direction.”

John Kotter  
Leading Change



“The world is changing all around us. To continue to thrive as a business over the next 10 years and beyond, we must look ahead, understand the trends and forces that will shape our business in the future and move swiftly to prepare for what’s to come. We must get ready for tomorrow – today. That’s what our Vision 2020 is all about.”

Coca Cola

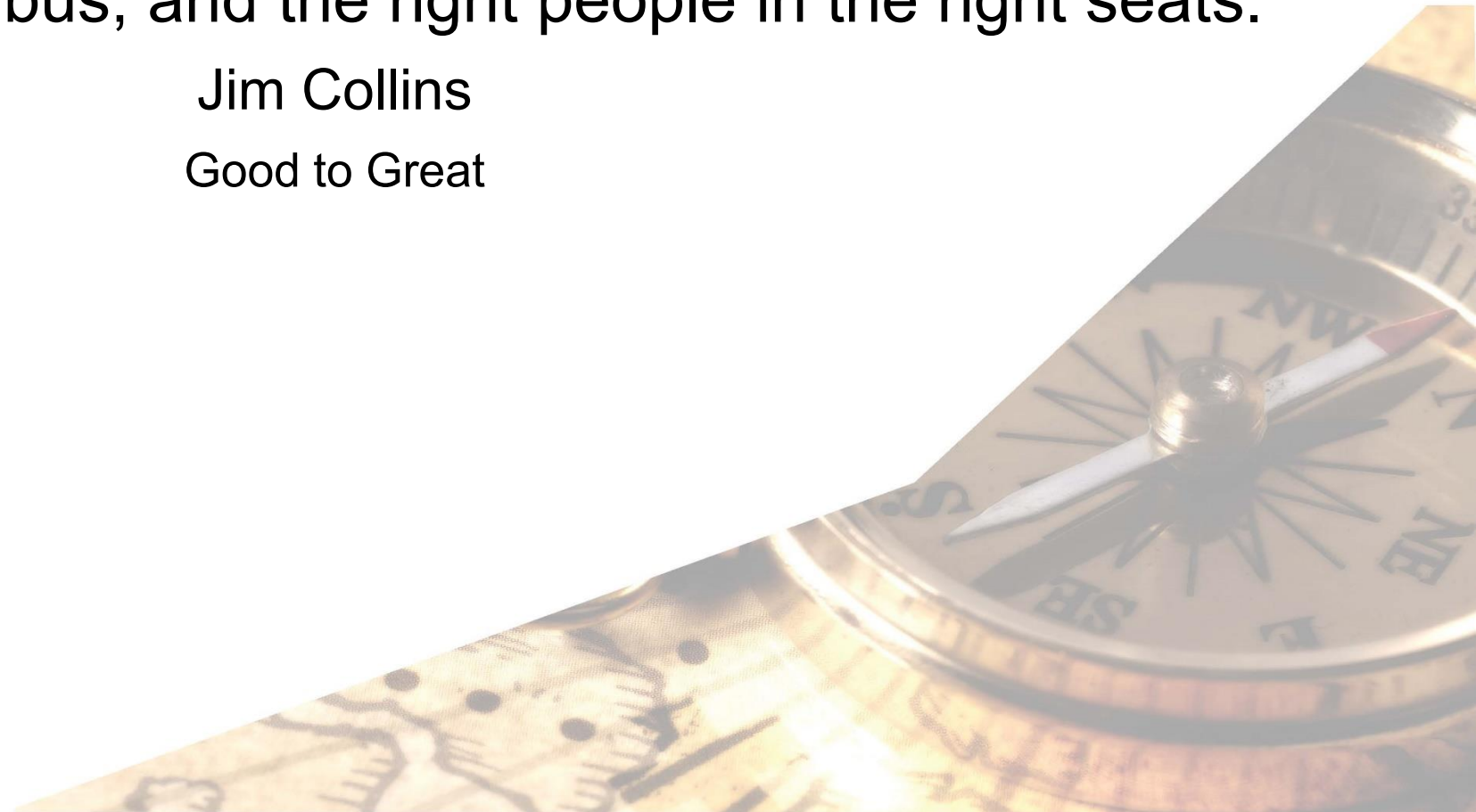




“Do whatever you can to get the right people on the bus, the wrong people off the bus, and the right people in the right seats.”

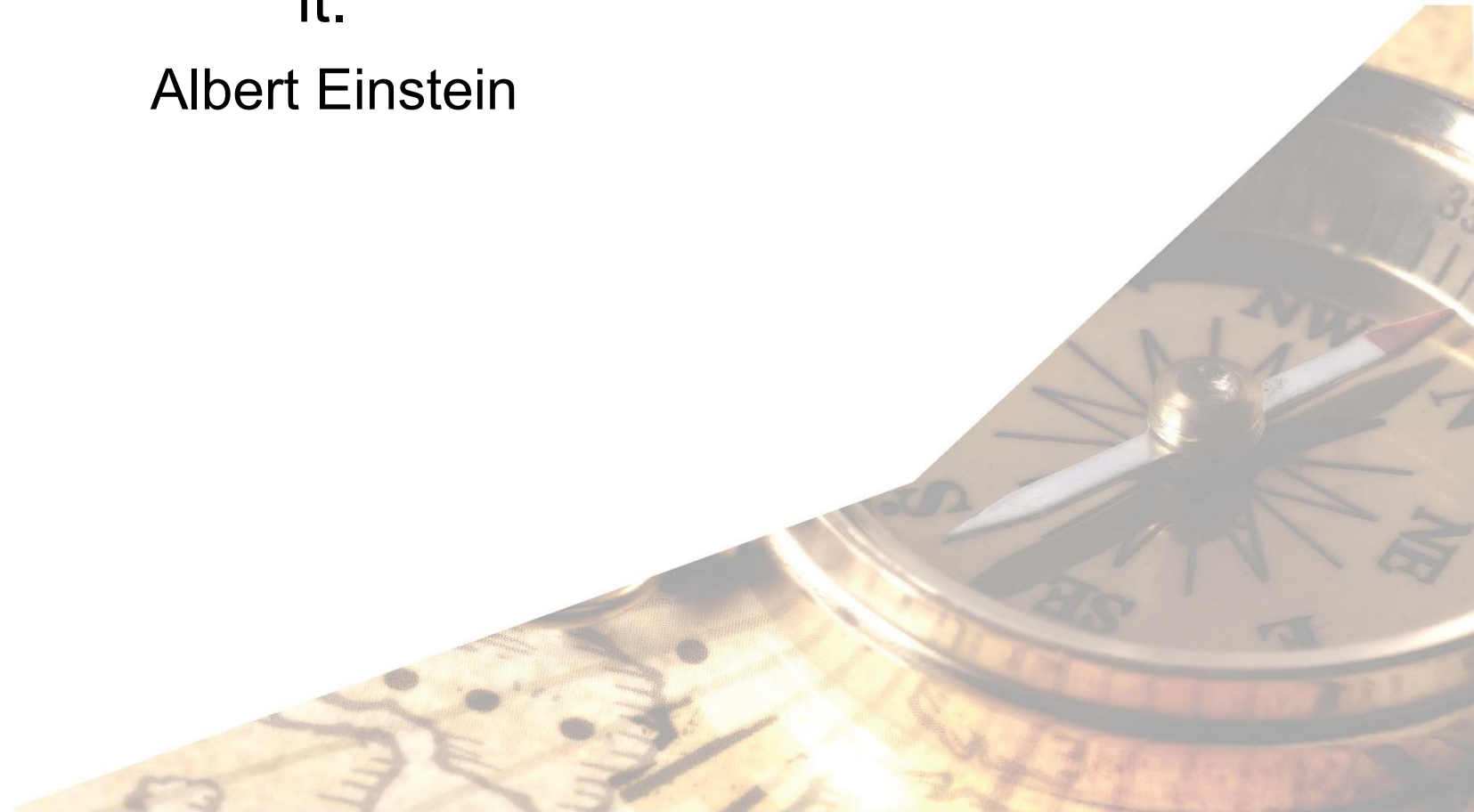
Jim Collins

Good to Great



“You cannot solve a problem with the same mindset that created it.”

Albert Einstein



**“It’s invisible, internal, insidious, implacable, fueled by fear . . .  
and most powerful at the finish line.”**

**Steve Pressfield**

The Art of War





“Leadership is becoming less about a single, heroic individual and increasingly about extraordinary teams.”

David Gergen on David Axelrod

In a review of New York Times review of:

“Believer: My Forty Years in Politics by David Axelrod





**TOPIC OUTLINE**  
**A SEASON OF CHANGE**

**PRESENTER**

**Robyn Fern Perlman, Principal**  
**CoreStrategies for Nonprofits, Inc.**

“If I ever go looking for my hearts desire again I won’t look any further than  
my own back yard.”

*The Woodsman to Dorothy as she leaves OZ for Kansas City*

- I. THE NATURE OF CHANGE
- II. ROOTS: THE ADVANTAGE OF A HISTORICAL PEDIGREE
- III. HOW DOES A NEW SEASON WITH NEW STRATEGIES FIT INTO OLD CUSTOMS AND CULTURES
- IV. A NEW SEASON
- V. CREATING A SENSE OF URGENCY
- VI. BUILDING THE RIGHT TEAM
- VII. VISIONS THAT MATTER
- VIII. OVERCOMING RESISTANCE
- IX. WHAT WOULD THE LANDSCAPE HAVE BEEN IF?



# Management Seminar 2015



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# “Lifting the Haze: Transforming Lessons Learned into Best Practices”

Management Seminar 2015

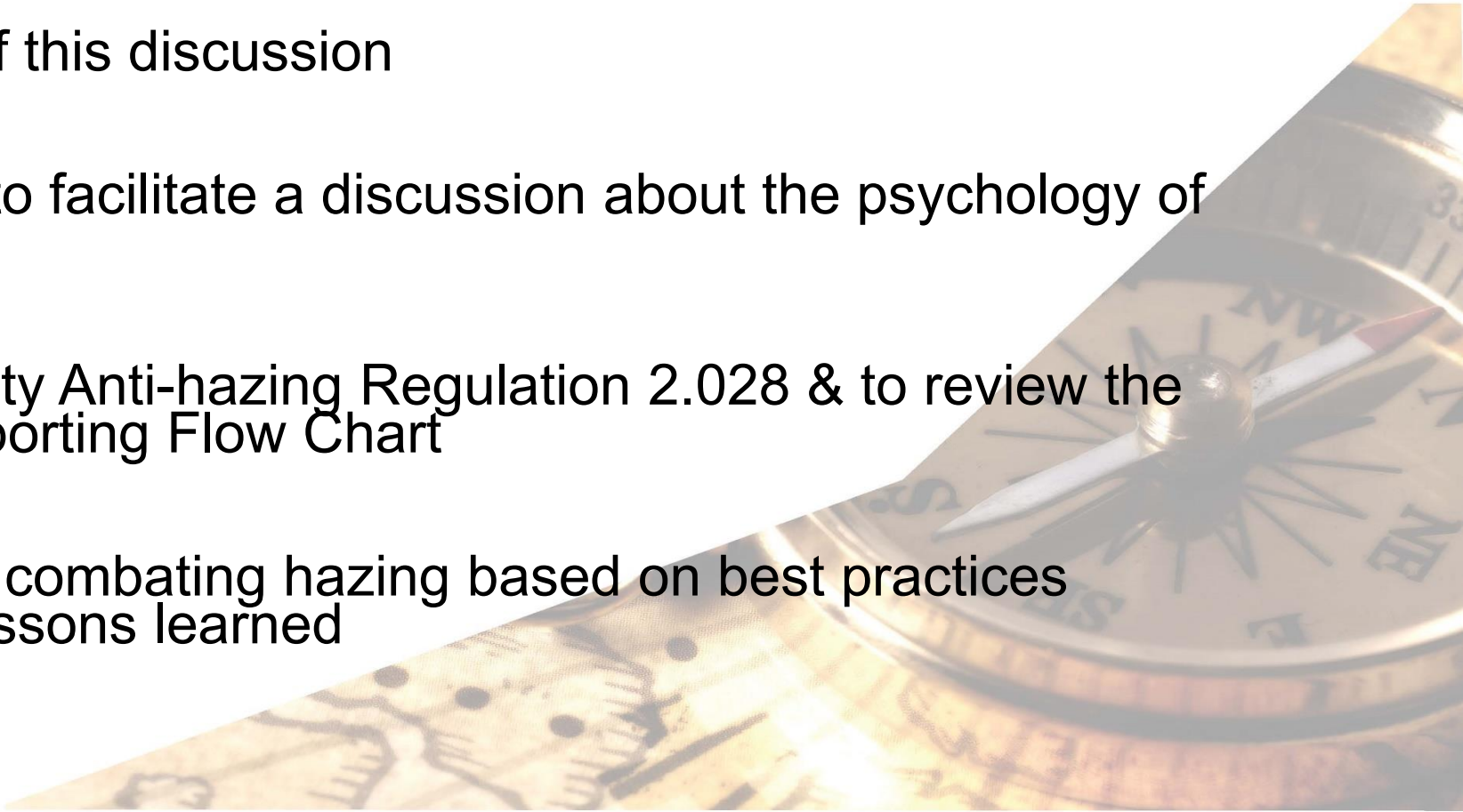
Bryan F. Smith, JD

Special Assistant to the Vice President of Student Affairs



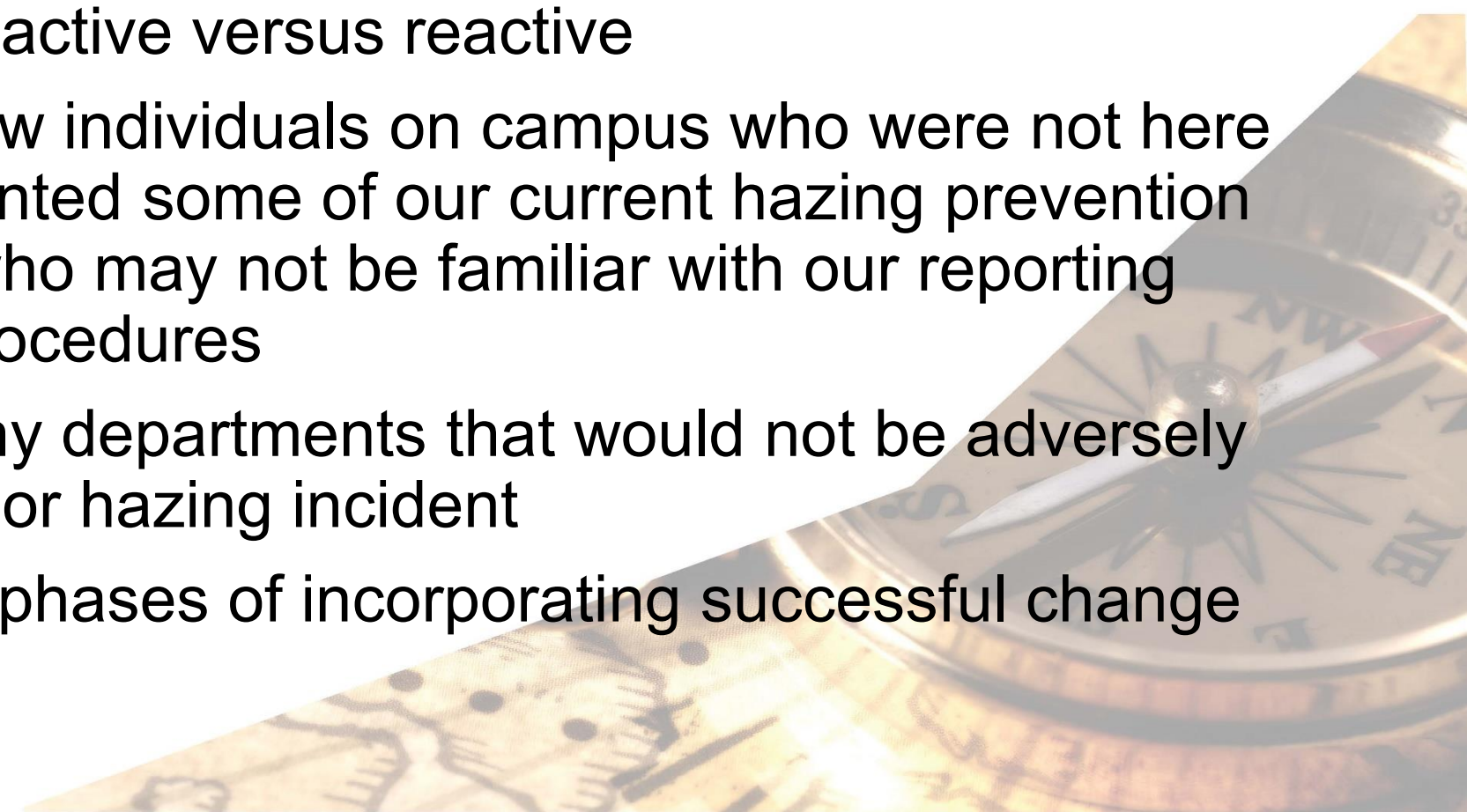


# Purpose of Presentation

- ④ Introduction
  - ④ Relay the relevancy of this discussion
  - ④ To define hazing and to facilitate a discussion about the psychology of hazing
  - ④ To review the University Anti-hazing Regulation 2.028 & to review the University Hazing Reporting Flow Chart
  - ④ Discuss strategies for combating hazing based on best practices discovered through lessons learned
- 

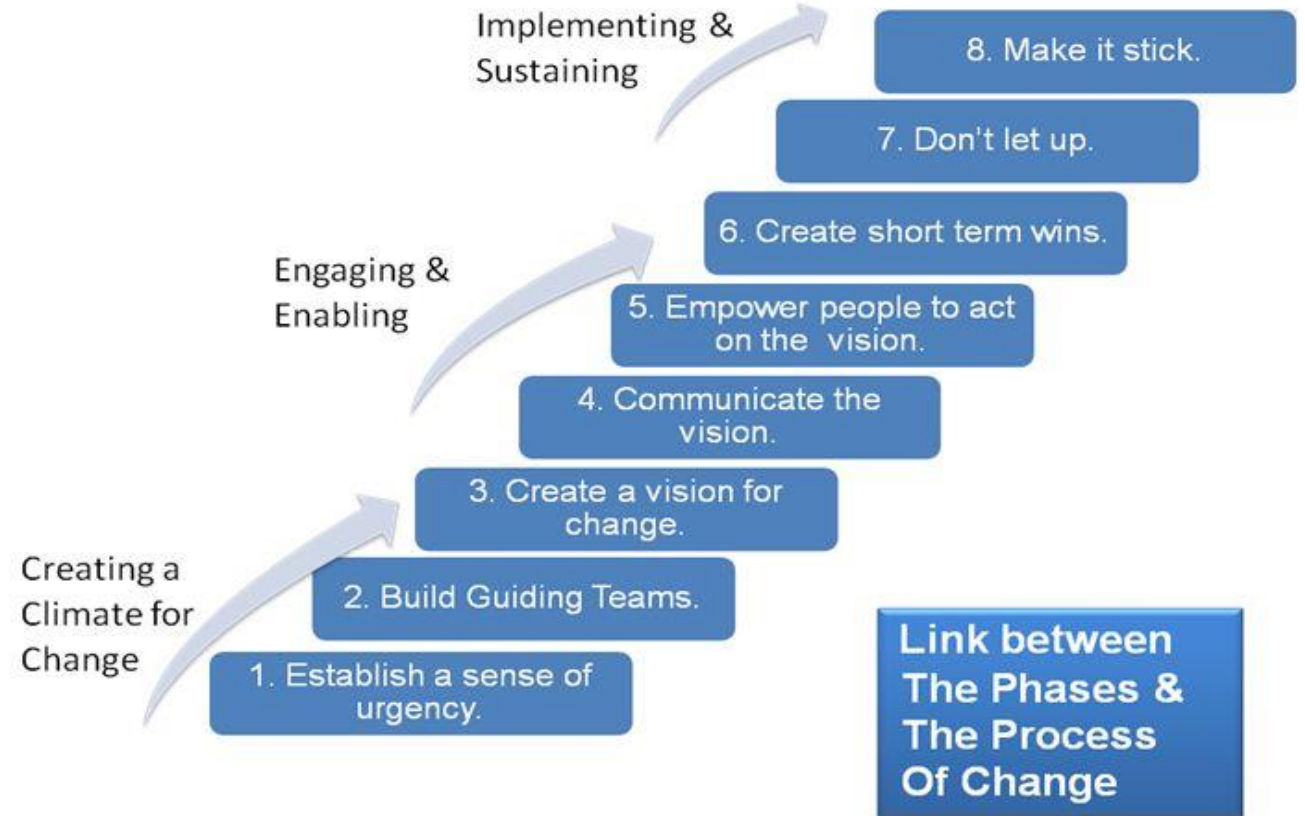


# Why Are We Still Addressing Hazing?

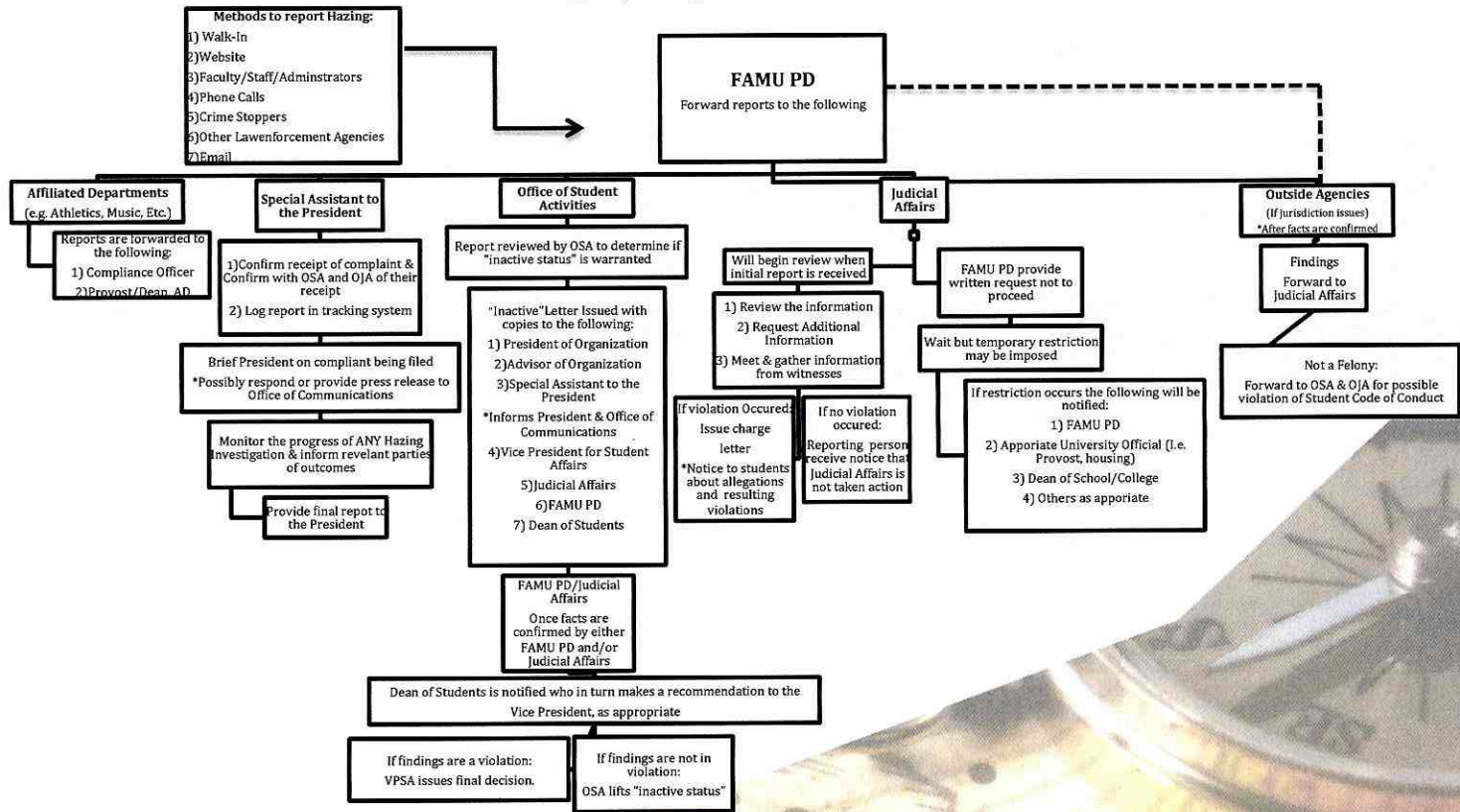
- ⌚ Hazing is still prevalent throughout the United States
  - ⌚ We want to be proactive versus reactive
  - ⌚ We have many new individuals on campus who were not here when we implemented some of our current hazing prevention initiatives, many who may not be familiar with our reporting requirements & procedures
  - ⌚ There are not many departments that would not be adversely impacted by a major hazing incident
  - ⌚ We are in the last phases of incorporating successful change
- 

# John Kotter's "8 Steps to Successful Change"

We have to realize and acknowledge that although great strides have been made, we must remain diligent and most importantly...**CONSISTENT!!!**



## FAMU Hazing Reporting Chart





# What is Hazing?

**Hazing is the practice of rituals and other activities involving harassment, abuse or humiliation used as a way of initiating a person into a group. Hazing is seen in many different types of social groups, including gangs, sports teams, schools, military units, and fraternities and sororities. In the United States and Canada hazing is often prohibited by law and may comprise either physical or psychological abuse. It may also include nudity or sexually-oriented offenses.**



# Is there a difference between hazing & bullying?

The difference between hazing and bullying is subtle. The same power dynamics are involved. The same intimidation tactics are used. The same second-class citizenship issues arise. The only real difference between bullying and hazing is that bullying can happen to anyone, anytime and is used as a means to exclude someone. Hazing is an instrument of including people by having them earn their way into a group, occurring only in the context of being new to an organization, team or group. Bullying is about exclusion whereas hazing typically deals with inclusion.

(Hazingprevention.org)

# Why Do People Haze?

- ⦿ Respect
- ⦿ Desire for a “Process”
- ⦿ Unacceptable Alternatives
- ⦿ Build Lasting Bonds
- ⦿ Unlikely to Get Caught/Be Punished
- ⦿ Organizational Culture/Tradition
- ⦿ Increase Commitment/Motivation
- ⦿ Weed Out Undesirables/Selection

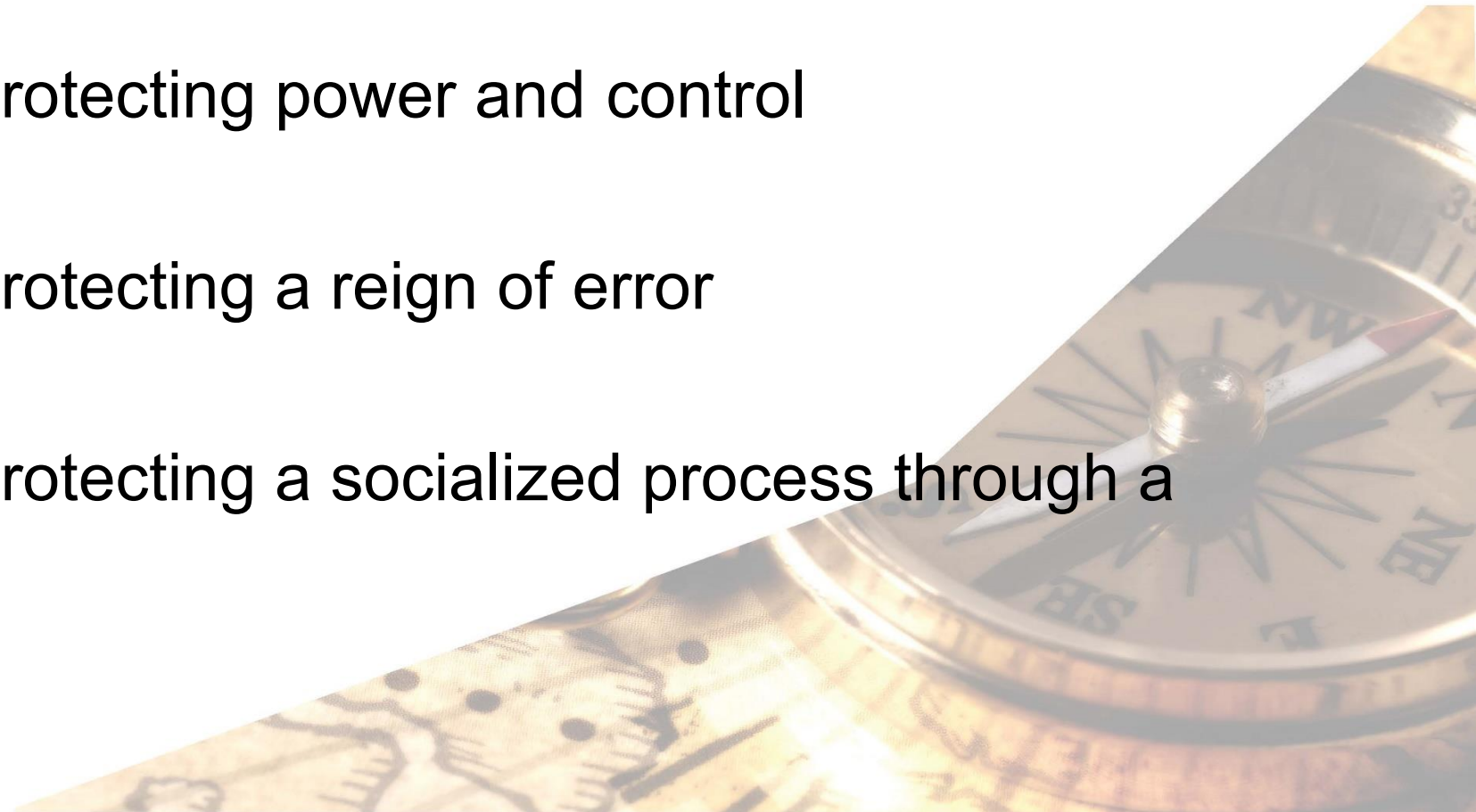
(Jones, 2004; Kimbrough, 2003; Parks & Brown, 2005, Saxton, 2003; Williams, 1993)



# Psychological Perspective

Dr. DeAnna Burney, psychology professor at FAMU, further tells us:

- (1) Hazing is about protecting power and control
- (2) Hazing is about protecting a reign of error
- (3) Hazing is about protecting a socialized process through a code of silence



How can seemingly “good” people turn to hazing? Dr. Philip Zimbardo, Professor Emeritus, Stanford University, offers insight into that mindset through his “psychology of evil” writings.

Taking the first small step

Dehumanization of others

De-individualization of self (Anonymity)

Diffusion of personal responsibility

Blind obedience to authority

Uncritical conformity to group norms

Passive tolerance of evil through inaction or indifference

Moral  
Disengagement

HAZING!!!





## FAMU Regulation 2.028, Anti-Hazing

- ⦿ (1) Florida Agricultural and Mechanical University (“University”) strictly prohibits any student(s), group(s) of students, or student organization(s) affiliated with the University from engaging in any form(s) of hazing activities. Moreover, the University has zero tolerance for violation of any provisions of the Anti-hazing Regulation 2.028. “Zero tolerance” means that given the factual circumstances of the alleged violation, the charged student may be removed from University Housing and receive a penalty up to suspension or expulsion from the University.
- ⦿ (a) Due process protections in accordance with University Regulation 2.013 will be appropriately accorded the charged student.
- ⦿ (b) “Student” is given the same meaning herein as it is defined in the Student Code of Conduct, Regulation 2.012.
- ⦿ (c) “Engaging” is defined herein and prohibited by this Regulation as anyone who (i) perpetrates hazing activities by planning and/or executing the hazing activities; (ii) is the object of or consents to hazing activities; or (iii) observes or has knowledge of hazing activities and fails to report the incident within twenty-four (24) hours as required.
- ⦿ (d) This Regulation is incorporated into University Regulation 2.012.

# Regulation 2.028 continued...

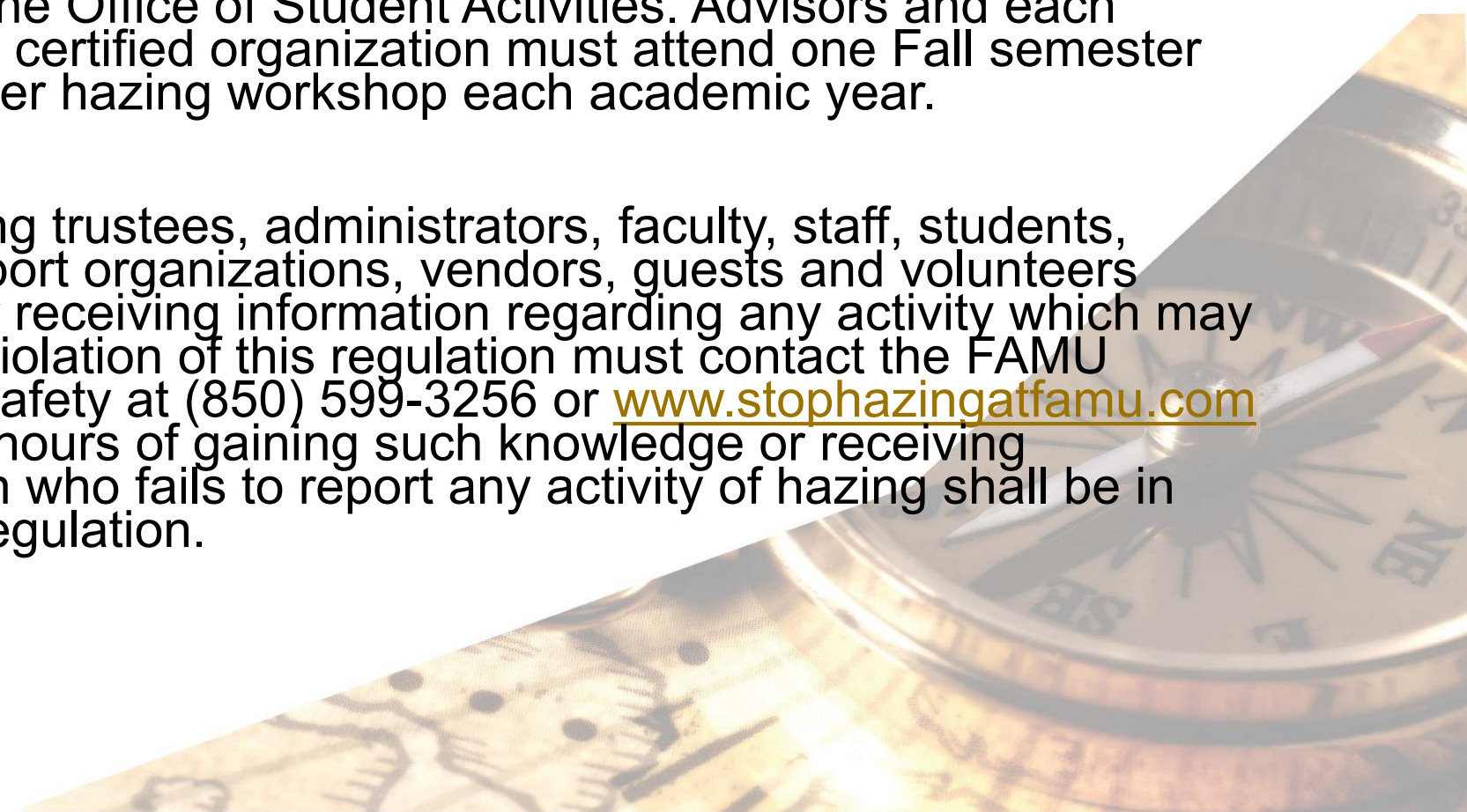
- ⦿ (2) The term hazing shall include, but not be limited to, pressuring or coercing the student into violating state or federal law, any brutality of a physical nature, such as striking in any manner, whipping, beating, branding, exposure to the elements, forced consumption of food, liquor, drugs, or other substances, or other forced physical activities that would adversely affect the health or safety of the student and also includes any activity that would subject the student to extreme mental stress, such as sleep deprivation, forced exclusion from social contacts, forced conduct that would be demeaning or results in extreme embarrassment or any other forced activity that could adversely affect the mental health or dignity of the student. Hazing does not include customary athletic events or other similar contests or competitions or any activity or conduct that furthers a legal and legitimate objective. For purposes of this section, any activity as described above, or any action or situation that recklessly or intentionally endangers the mental or physical health or safety of a student for purposes, including, but not limited to, initiation or admission into or affiliation with a University sanctioned organization, shall be presumed to be hazing and a “forced activity.”
- ⦿ (a) It shall not be a defense that the consent of the victim to participate was obtained, the conduct or activity was not part of an official University organizational event or was not otherwise sanctioned or approved by the University organization, or the conduct or activity was not done as a condition of membership to a University organization.

# Regulation 2.028 continued

- ⦿ (3) Any student found in violation of this Regulation from conduct occurring on-campus or off-campus will be subject to appropriate sanctions by the University, which may include but is not limited to: the imposition of fines; withholding of grade(s), transcripts and/or diplomas pending payment of fines or compliance with the Student Code of Conduct, Regulation 2.012; the imposition of counseling, probation, suspension, or expulsion of said person(s) or organization(s), the rescission of certification for the University organization(s); and/or removal from University Housing.
- ⦿ (4) All penalties imposed by the University do not absolve the student(s), group(s) of students, or student organization(s) from any penalty imposed for violation of the criminal laws of the State of Florida, including but not limited to such criminal penalties prescribed in section 1006.63, Florida Statutes, for penalties imposed in civil proceedings or for violation of any other University Regulation(s) to which the charged student(s) may be subject.



# Regulation 2.028 continued

- ⦿ (5) All University certified organizations are required to include in their by-laws an anti-hazing section fully incorporating this Regulation. A copy of the by-laws shall be kept on file in the Office of Student Activities. Advisors and each member of a University certified organization must attend one Fall semester and one Spring semester hazing workshop each academic year.
  - ⦿ (6) Any person, including trustees, administrators, faculty, staff, students, members of direct support organizations, vendors, guests and volunteers having knowledge of or receiving information regarding any activity which may constitute hazing or a violation of this regulation must contact the FAMU Department of Public Safety at (850) 599-3256 or [www.stophazingatfamu.com](http://www.stophazingatfamu.com) within twenty-four (24) hours of gaining such knowledge or receiving information. Any person who fails to report any activity of hazing shall be in direct violation of this regulation.
- 



# Regulation 2.028 continued

- ⦿ (7) It shall be expressly prohibited for any person, including trustees, administrators, faculty, staff, students, members of direct support organizations, vendors, guests and volunteers, to retaliate against a person because that person has been a victim of hazing, reported hazing, refused to participate in hazing, assisted in the investigation of hazing, or participated in the prosecution of any alleged hazing.
- ⦿ (8) Any person who has experienced retaliation for reporting any activity, which may constitute hazing or a violation of this regulation, shall have the right to file a retaliation complaint with the Division of Audit and Compliance within twenty-four (24) hours of becoming aware of the act of retaliation at (866) 445-4968.

# Regulation 2.028 continued

- Specific Authority: Article IX, Section 7(c), Florida Constitution 001.74(4), FS. Law Implemented 1001.74(10)(d), (e), 1006.60, 1006.61, 1006.62, 1006.63 FS. History— New 4-3-83, Formerly Rule 6C3-2.028, Amended 1-26-04, 5-9-12. Amended 7-15-13.
- I have read all of the above FAMU Regulation, 2.028, Anti-Hazing and I understand what constitutes hazing as well as my reporting responsibilities. I am fully aware that hazing is a violation of FAMU policy and Florida law and is a serious offense. I know that such practices are unlawful, harmful and have NO place at FAMU. I willingly agree NOT to participate in any hazing activities either as a hazer or hazee, on or off campus. Hazing is not a part of my education or initiation/membership into any club or organization
- I fully understand that hazing is prohibited and my participation in any hazing activities as a hazer or hazee will result in University sanctions. Such sanctions may include but are not specifically limited to, suspension, dismissal or expulsion from the University and loss of membership in the club or organization. I also fully understand that any club or organization wherein hazing activities occurred will be subject to University sanctions. Such sanctions may include but are not specifically limited to: suspension, dismissal or expulsion from the University campus.

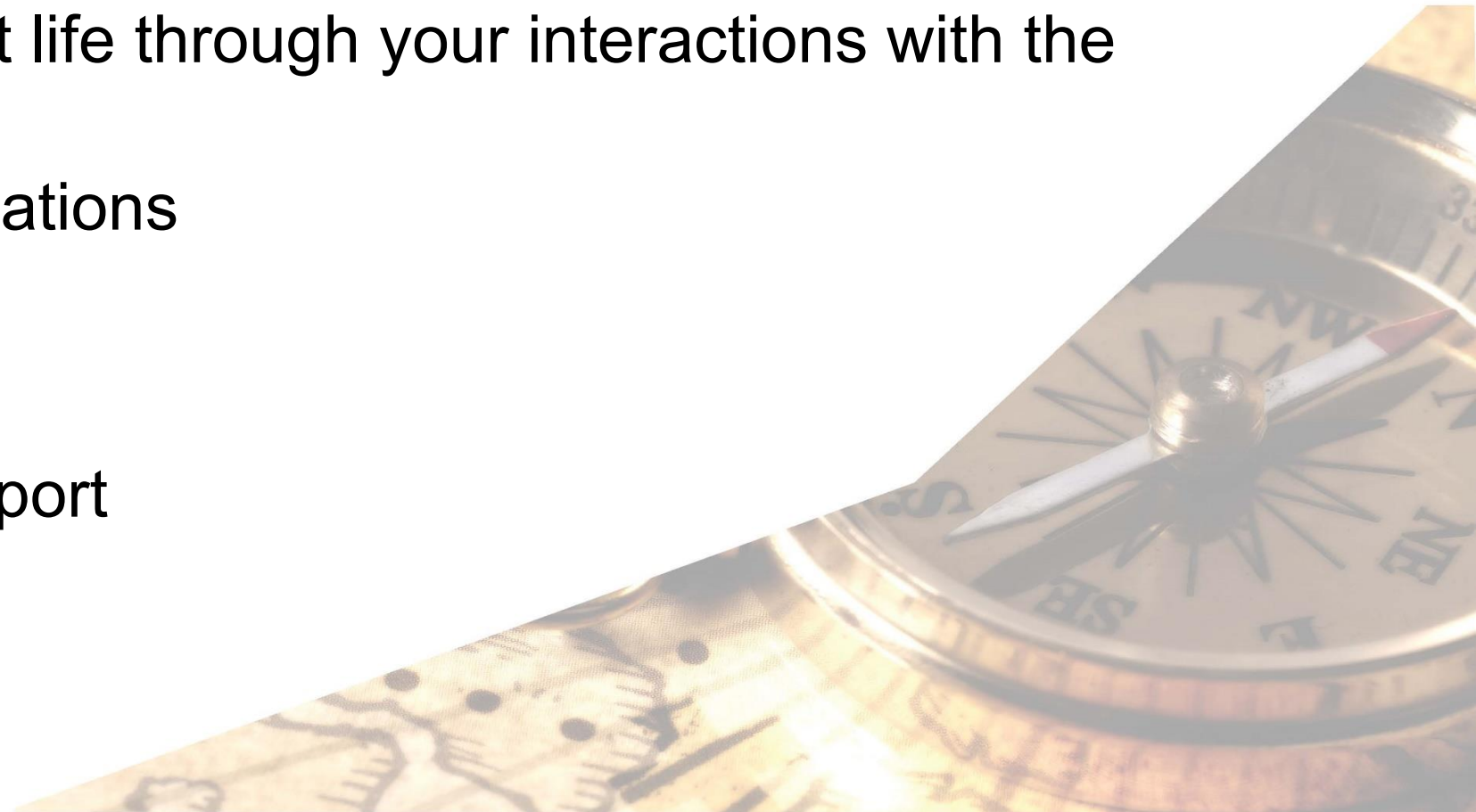
# Regulation 2.028 continued

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# How can you assist with the University Hazing Prevention Initiative?

- 🕒 Insight into student life through your interactions with the students
- 🕒 Research & Publications
- 🕒 Eyes & Ears
- 🕒 Timely Reporting
- 🕒 Partnership & Support

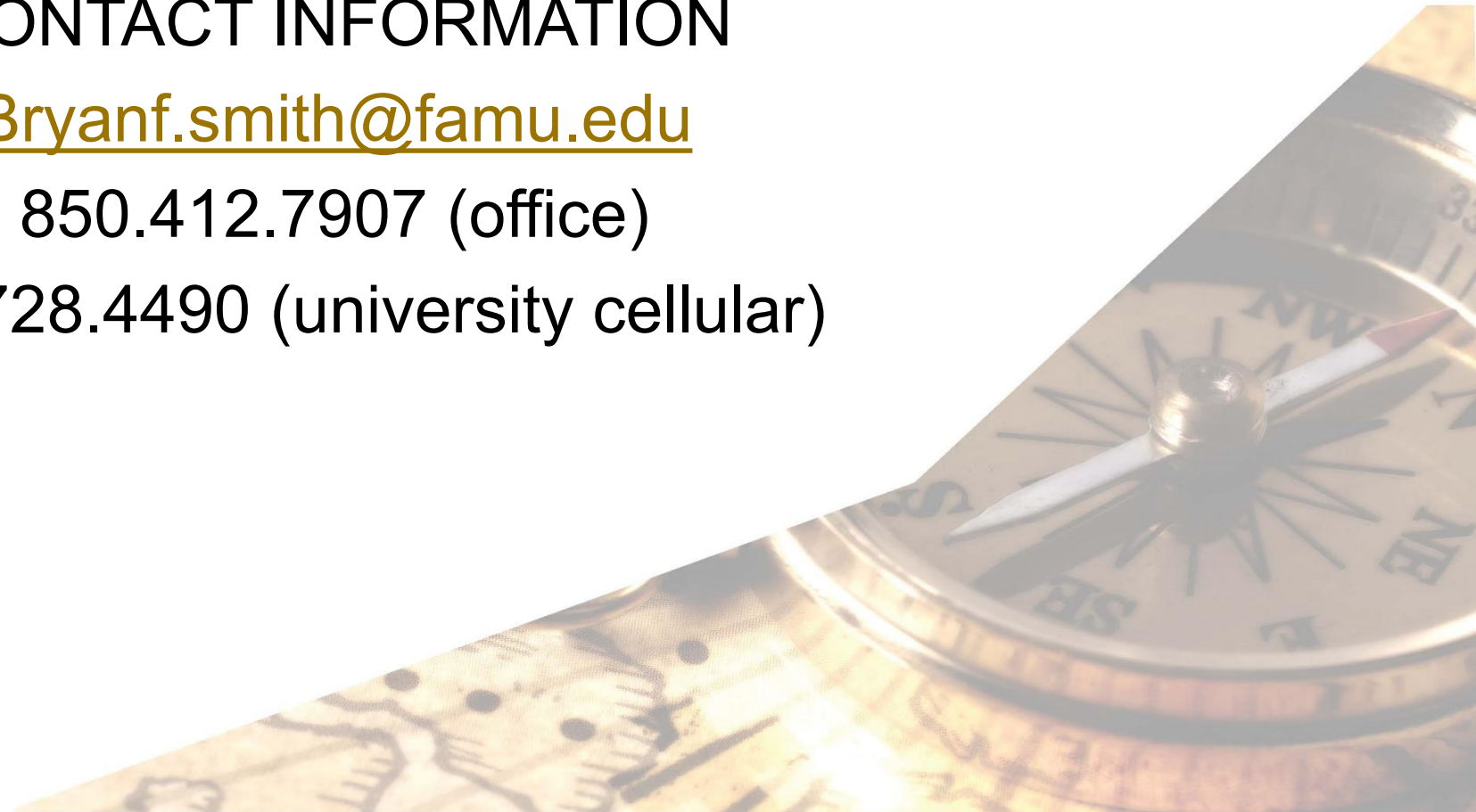


## CONTACT INFORMATION

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850.728.4490 (university cellular)





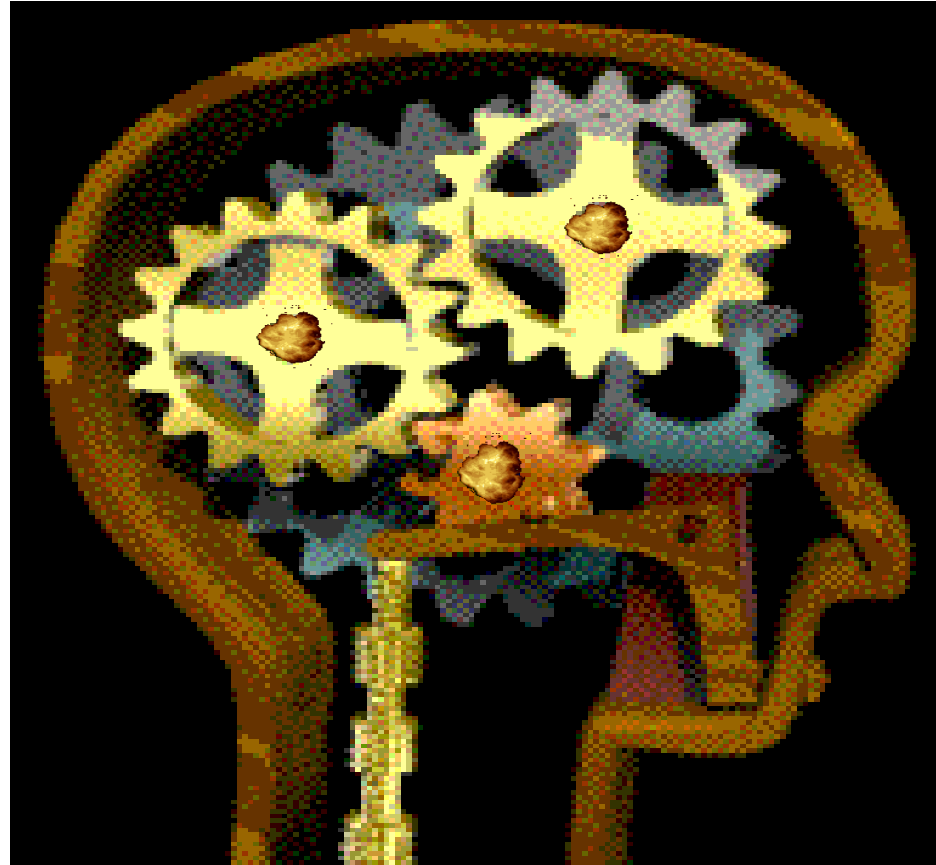
# Management Seminar 2015



Charting A New Course To  
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# SNAKES IN SUITS



## THE DISTURBING WORLD OF THE PSYCHOPATH AMONG US

Dr. Dean Aufderheide Director of Mental Health Florida Department of Corrections  
President, International Association of Correctional & Forensic Psychology

# Learning Objectives

- Describe the origin and historical evolution of the concept of psychopathy
- Identify the diagnostic criteria and distinctive traits that comprise the psychopathic personality
- Understand the hereditary, developmental, and neurobiological factors influencing psychopathy

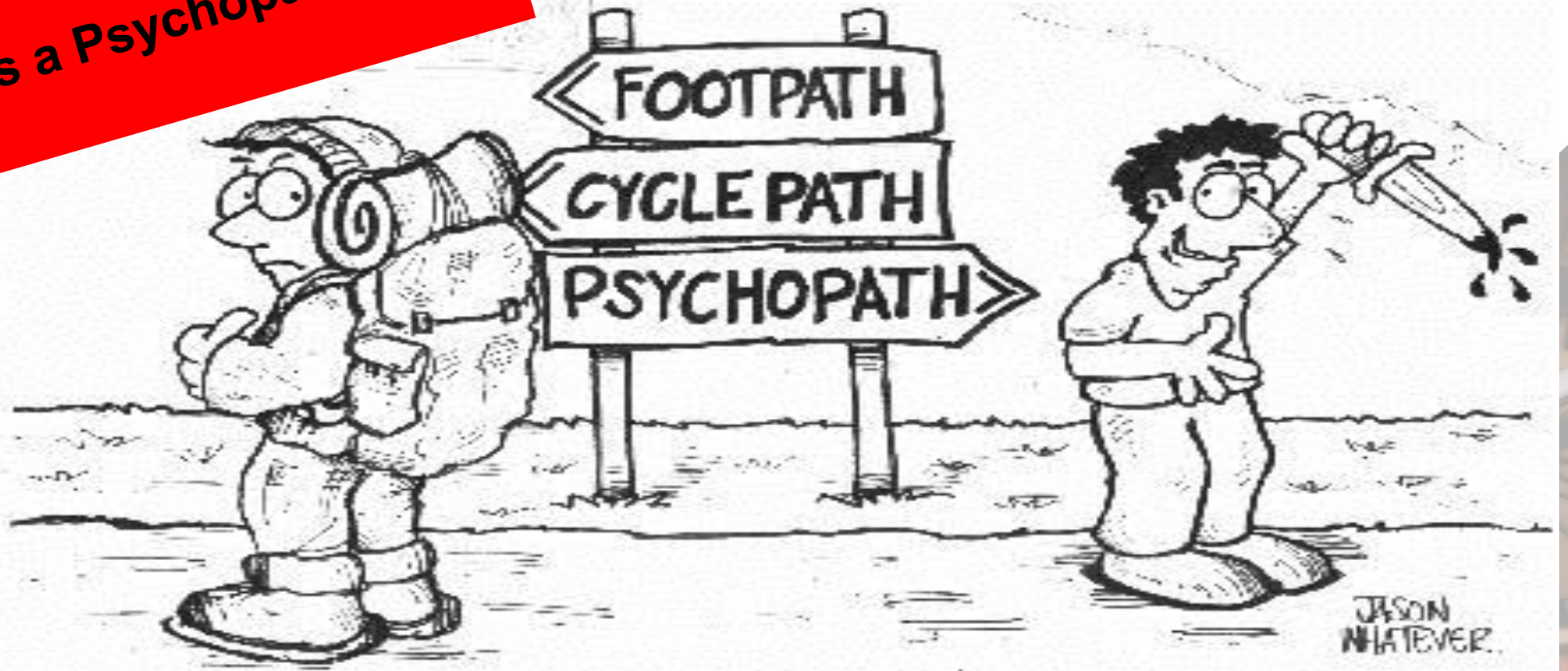
# The Crimonogenic Progression of Psychopathy





# The Mind of the Psychopath

What is a Psychopath?



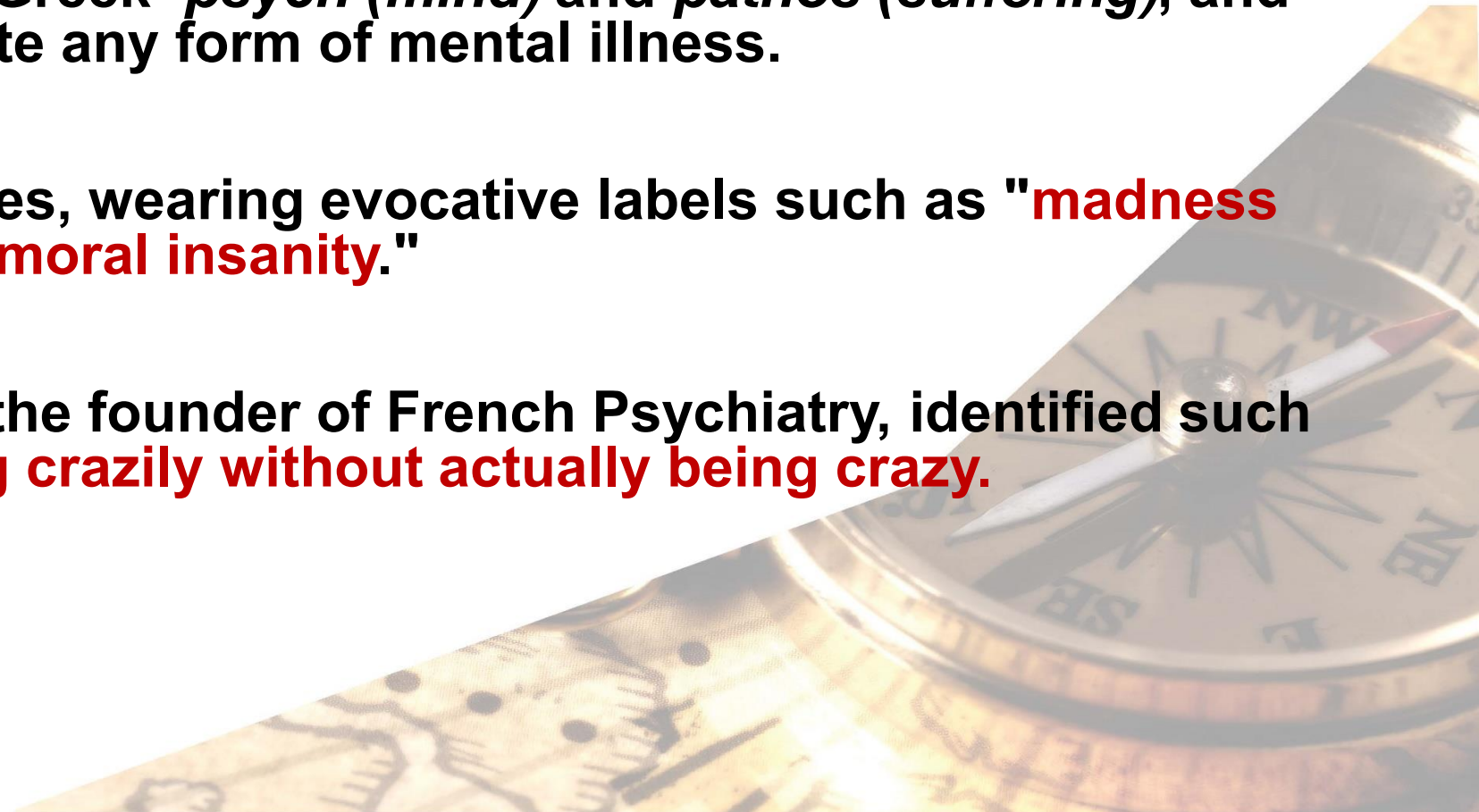
# Definitions of a Psychopath

- ⌚ “Intraspecies predators who use charm, manipulation, intimidation, and **violence** to **control** others and to satisfy their own selfish needs. *Robert Hare, Ph.D.*
- ⌚ An individual with “...the instinct of destruction, of mastery, **the will to power** .” *Sigmund Freud*
- ⌚ “The existence in any person of such hereditary, congenital or acquired condition affecting the emotional or volitional rather than the intellectual field and manifested by **anomalies of such character as to render satisfactory social adjustment of such person difficult or impossible**”. *Washington State Legislature , 2006.*
- ⌚ A person who effortlessly and naturally disguises the absence of conscience, morality, or values behind a mask of sanity and **sees others as weak and gullible fools**. *Hervy Cleckley*



# Brief History of Psychopathy

- ❑ Term derived from the Greek *psych* (*mind*) and *pathos* (*suffering*), and was once used to denote any form of mental illness.
- ❑ Recognized for centuries, wearing evocative labels such as "**madness without delirium**" and "**moral insanity.**"
- ❑ In 1801, Phillipe Pinel, the founder of French Psychiatry, identified such individuals as **behaving crazily without actually being crazy.**

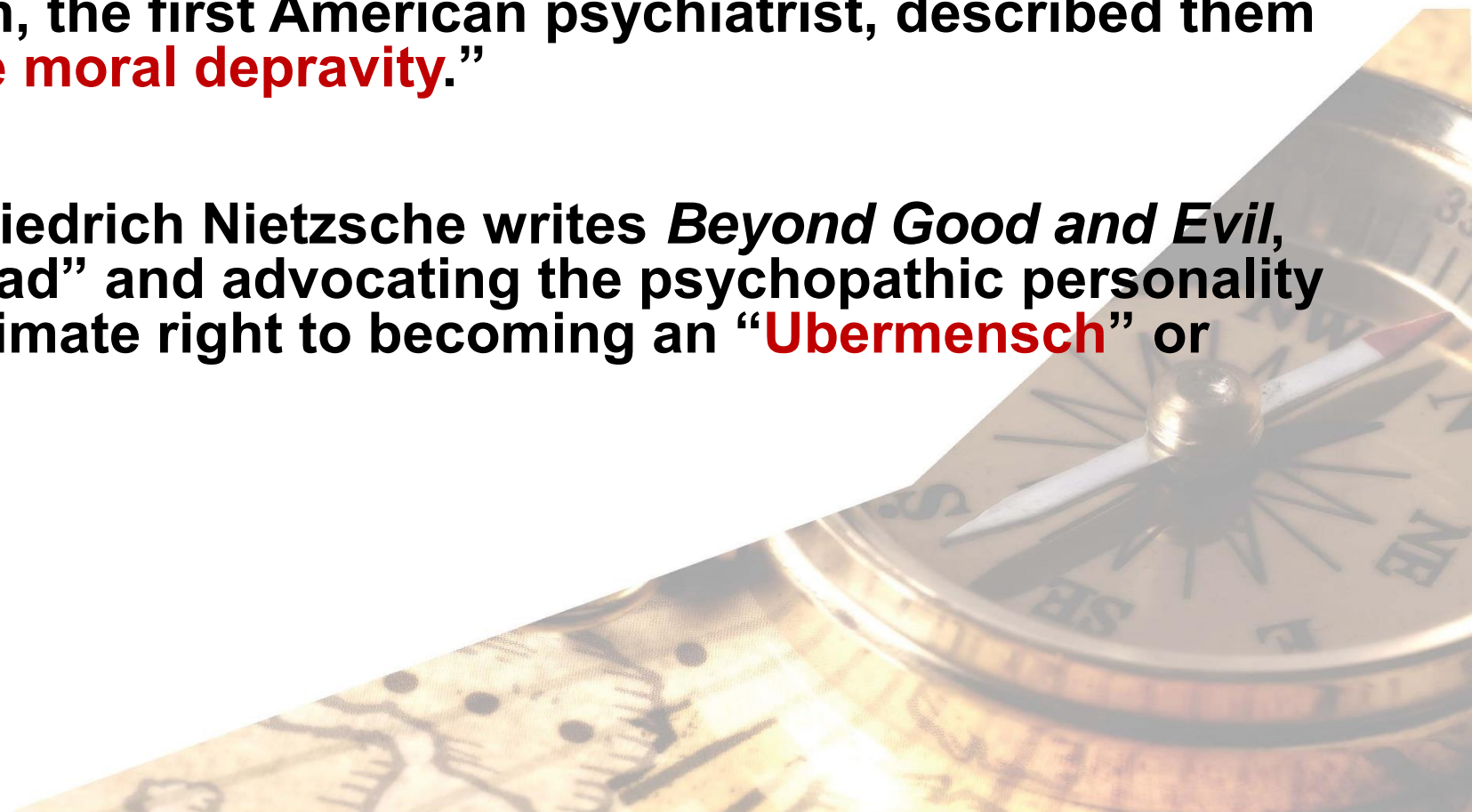




**“Behaving Crazy Without Actually Being Crazy”**

# Brief History of Psychopathy

- ❑ In 1812, Benjamin Rush, the first American psychiatrist, described them as patients with “**innate moral depravity.**”
- ❑ In 1886, philosopher Friedrich Nietzsche writes *Beyond Good and Evil*, proclaiming “God is dead” and advocating the psychopathic personality as the individual’s legitimate right to becoming an “**Übermensch**” or “Superman.”



# How to Become an “Übermensch”

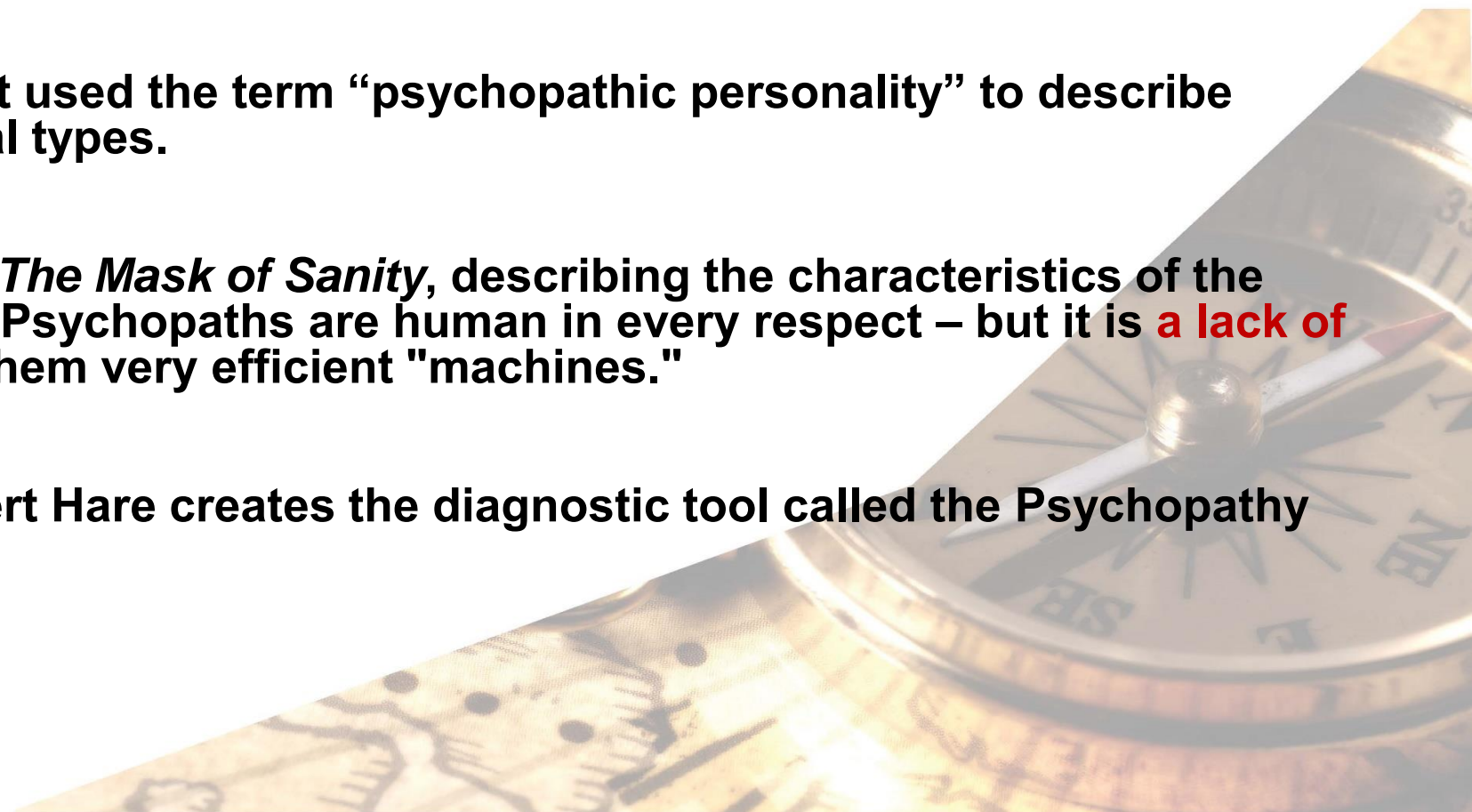
- There is no law!
- There is only Now!
- Others should be in fear of you!
- You must be in control of others!





# Brief History of Psychopathy

- ❑ In 1910, Freud proposes that the psychopathic personality emerges when the war between the Id's instinctual drives (Eros/Libido and Thanatos/Aggression), is won by the latter, resulting in an **"instinct of destruction, of mastery, the will to power"** and an **"I see, I want, it's mine"** orientation to the world.
- ❑ In 1915, Emil Kraepelin first used the term "psychopathic personality" to describe **amoral** vs. immoral criminal types.
- ❑ In 1941, H. Cleckley writes *The Mask of Sanity*, describing the characteristics of the psychopathic personality. Psychopaths are human in every respect – but it is **a lack of "soul quality"** that makes them very efficient "machines."
- ❑ In 1980, psychologist Robert Hare creates the diagnostic tool called the Psychopathy Checklist (PCL).



# **Behind the Mask of Sanity**

**“I Simply Am Not There”**



# Characteristics of a Psychopath

**SIGNS  
&  
SYMPTOMS**



**DIAGNOSTIC  
CRITERIA**



# Psychopath Sub-Types

- ❑ **Primary:** Controlled and deliberate; aimed at power and control; “constitutional” affective deficit; dominant
- ❑ **Secondary:** Impulsive and angry; lack of conscience a result of psychosocial factors such as parental abuse; capable of some empathy; shame and resentment (pimp stabbing “holes”)
- ❑ **Dyssocial:** learned behavior based on affiliation and environmental circumstances

# Primary Type

**“What Good Are Your Rules?”**

- Controlled and Deliberate**
- Power and Control**
- Dominant and Void of Emotion**



# Secondary Type

## “I Find You Guilty”

- Impulsive and Angry
- Lack of Conscience a Result of Psychosocial Factors
- Shame, Resentment, Vengeful





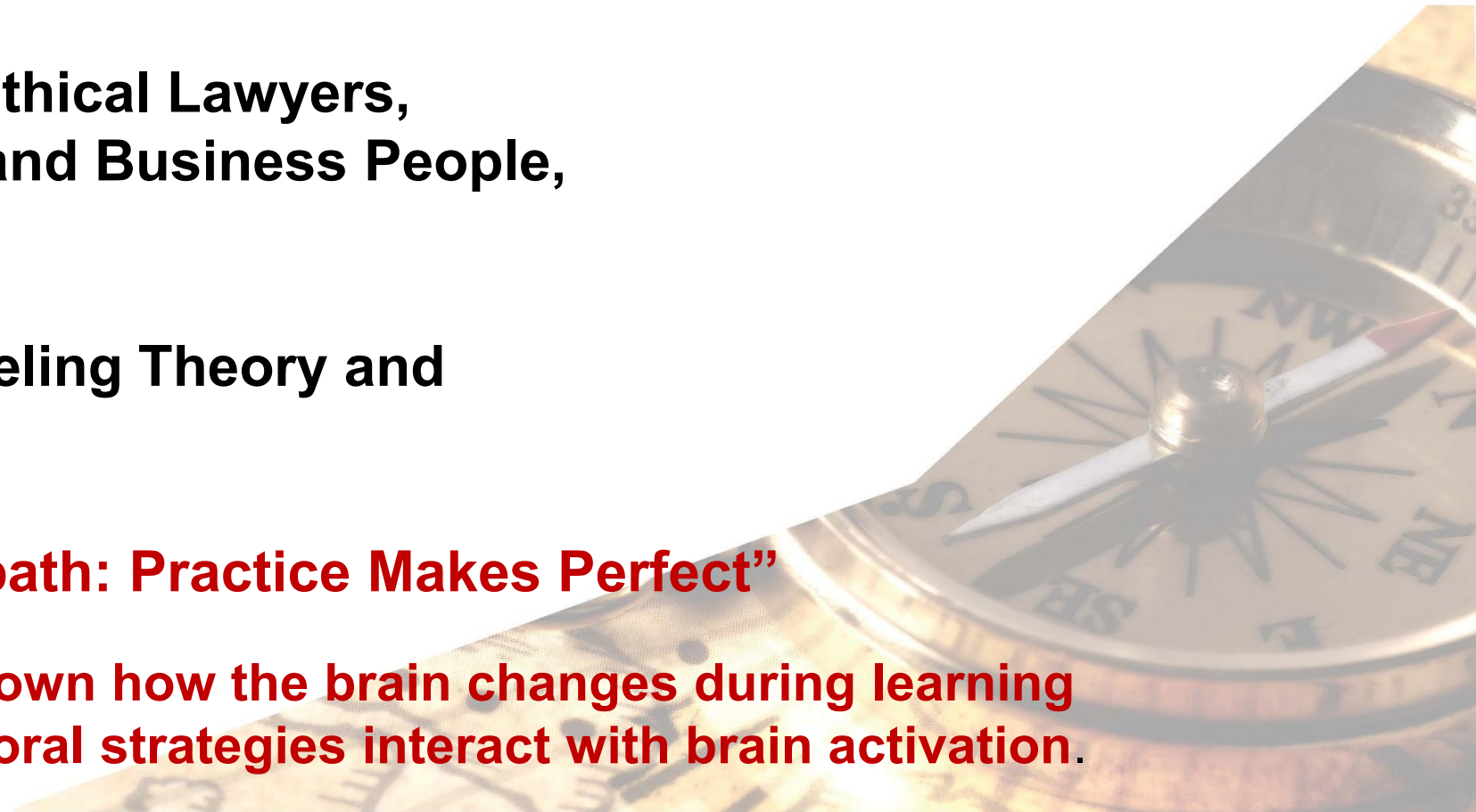
# Dyssocial Type

## “The White Collar Criminal”

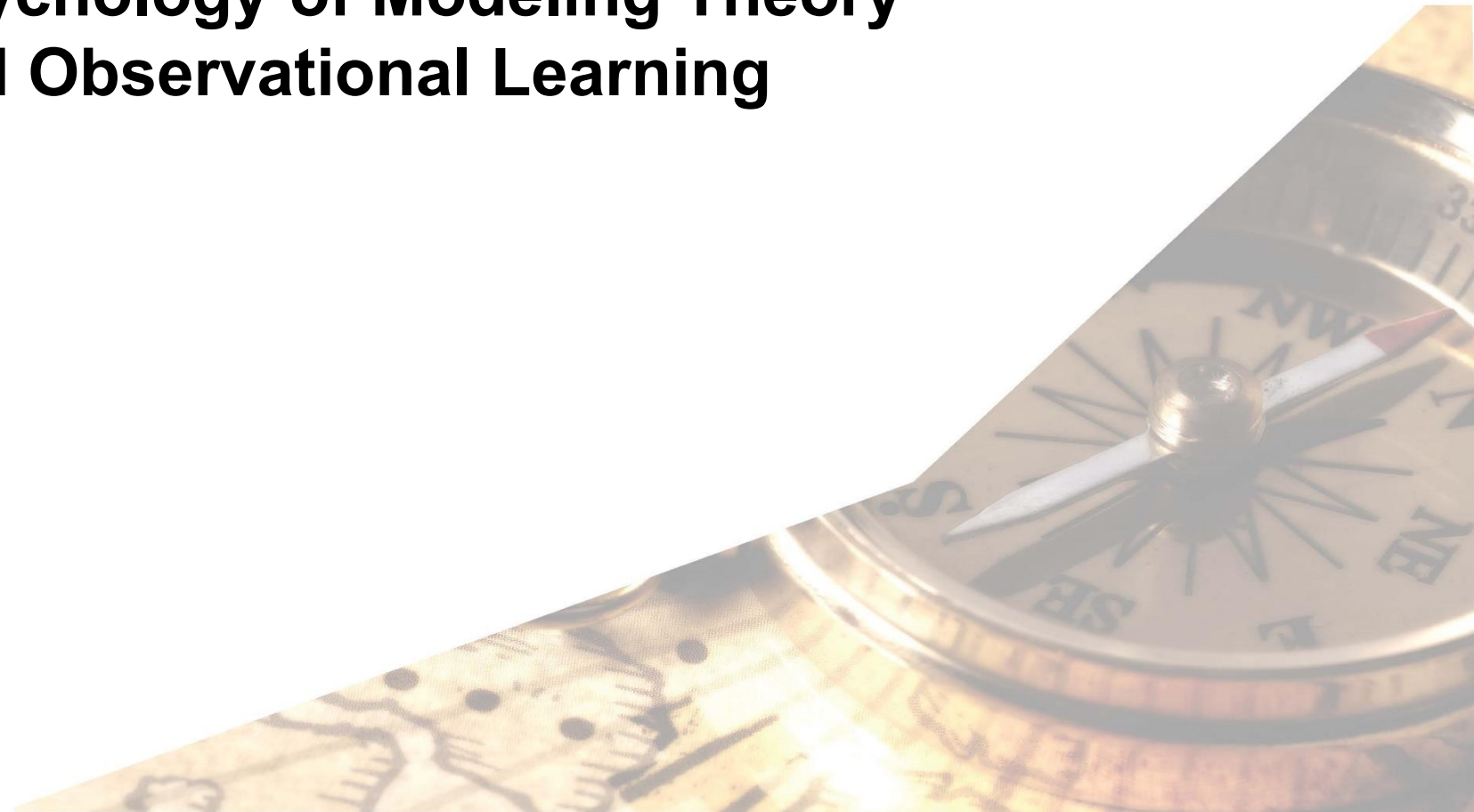
- ❑ Learned behavior based on affiliation and environmental circumstances
- ❑ Corrupt Politicians, Unethical Lawyers, Doctors, Stockbrokers and Business People, Gangs, Cults, Terrorists
- ❑ Social Psychology Modeling Theory and Observational Learning

**“Learning to be a Psychopath: Practice Makes Perfect”**

**Studies have shown how the brain changes during learning and how behavioral strategies interact with brain activation.**



# **The Psychology of Modeling Theory and Observational Learning**



**“The Sins of the Father....”**



# Summary Features of Psychopathy

**“I SEE, I WANT, IT’S MINE!”**

- ⦿ **Lack of Conscience or Empathy**
- ⦿ **Average or Above in Intelligence**
- ⦿ **Grandiose/Superficial Charm**
- ⦿ **General Disregard for Rights of Others**
- ⦿ **Extreme Sensation Seeking Behaviors**





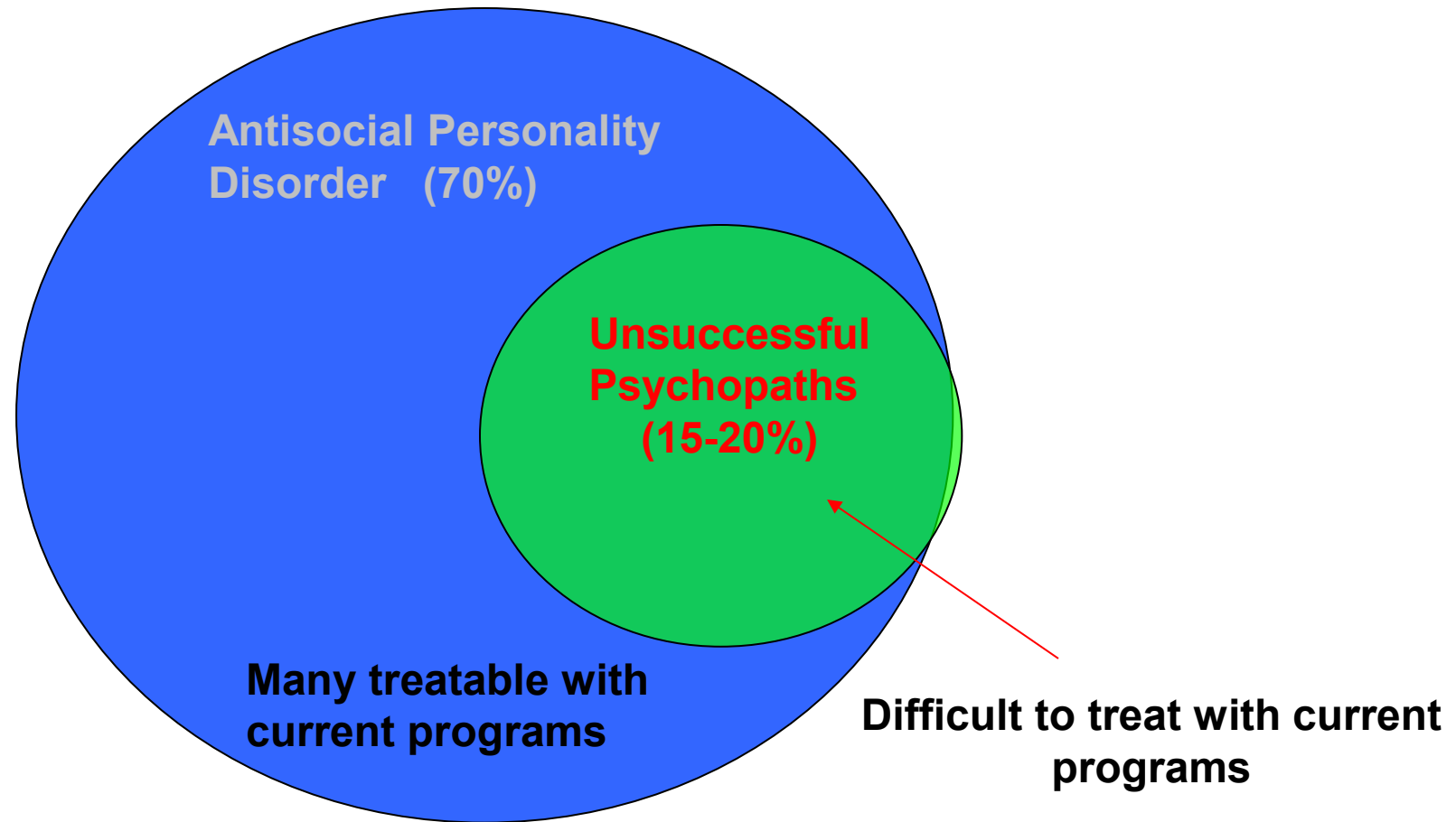
# **A Difference in Perspectives**

**Understanding the Worldview  
of a Psychopath**

# Incidence of Psychopathy

- Psychopathy = 1% gen. population
- 3:1 Male to Female Ratio
- **15-20% of prisoners**
- Found across all races, cultures & ethnic groups
- Common among drug dealers, spouse and child abusers, swindlers and con men, high-pressure salesmen and stock promoters, gang members, mercenaries, corrupt politicians, unethical lawyers and doctors, terrorists, cult leaders, and black marketeers.
- **Recidivism 2x other offenders; violent recidivism 3x**
- **4x more likely to commit violent offense after treatment release from intensive treatment community**
- **Treated psychopaths are more likely than untreated to commit crime (develop better manipulations & deceptions)**
- Court mandated therapy for spouse abusers are ineffective for 25-35% who are psychopaths
- **Base rates of psychopaths is 6-10% for pedophiles, 35% for rapists, and 64% for those who sexually aggress against both children and adults**

# Psychopathy & Antisocial Personality Disorder in Offender Populations



# **The Philosophy of the White Collar Psychopath**



# Snakes in Suits

**“Greed is Good”**



# The Face of the White Collar Psychopath



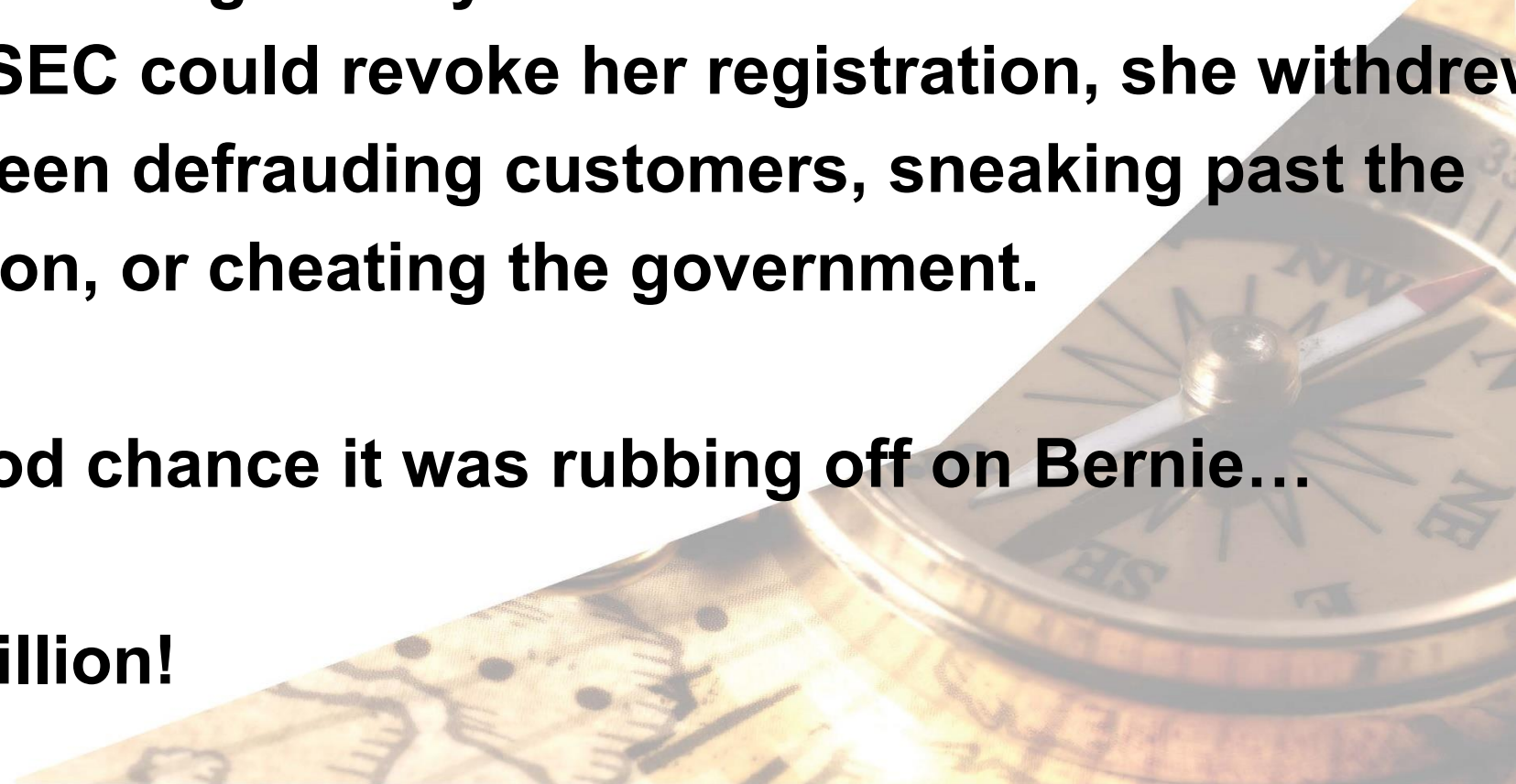
# **The Legacy of Mama Madoff**

**“Goodness comes from somewhere, and so does badness.”**

**The greatest swindler in history wasn't the only cheat in his family. When growing up, his mother had her own financial brokerage firm. Eventually, she was investigated by the SEC for failure to file financial reports. Before the SEC could revoke her registration, she withdrew it. She might have been defrauding customers, sneaking past the regulatory commission, or cheating the government.**

**If so, there was a good chance it was rubbing off on Bernie...**

**...to the tune of 60 Billion!**



## 📍 Examples of the White Collar Psychopath



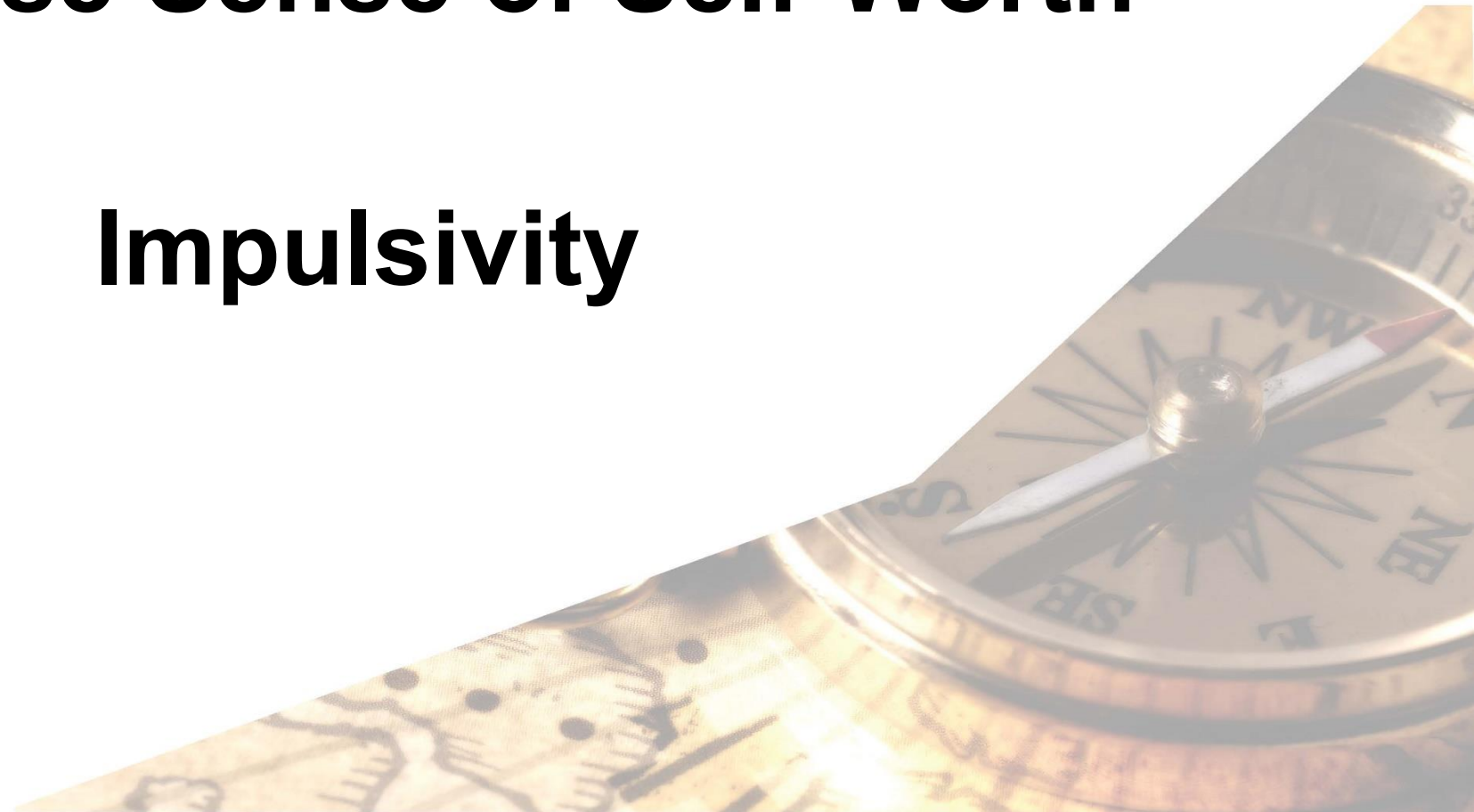


# **Glibness/Superficial Charm**



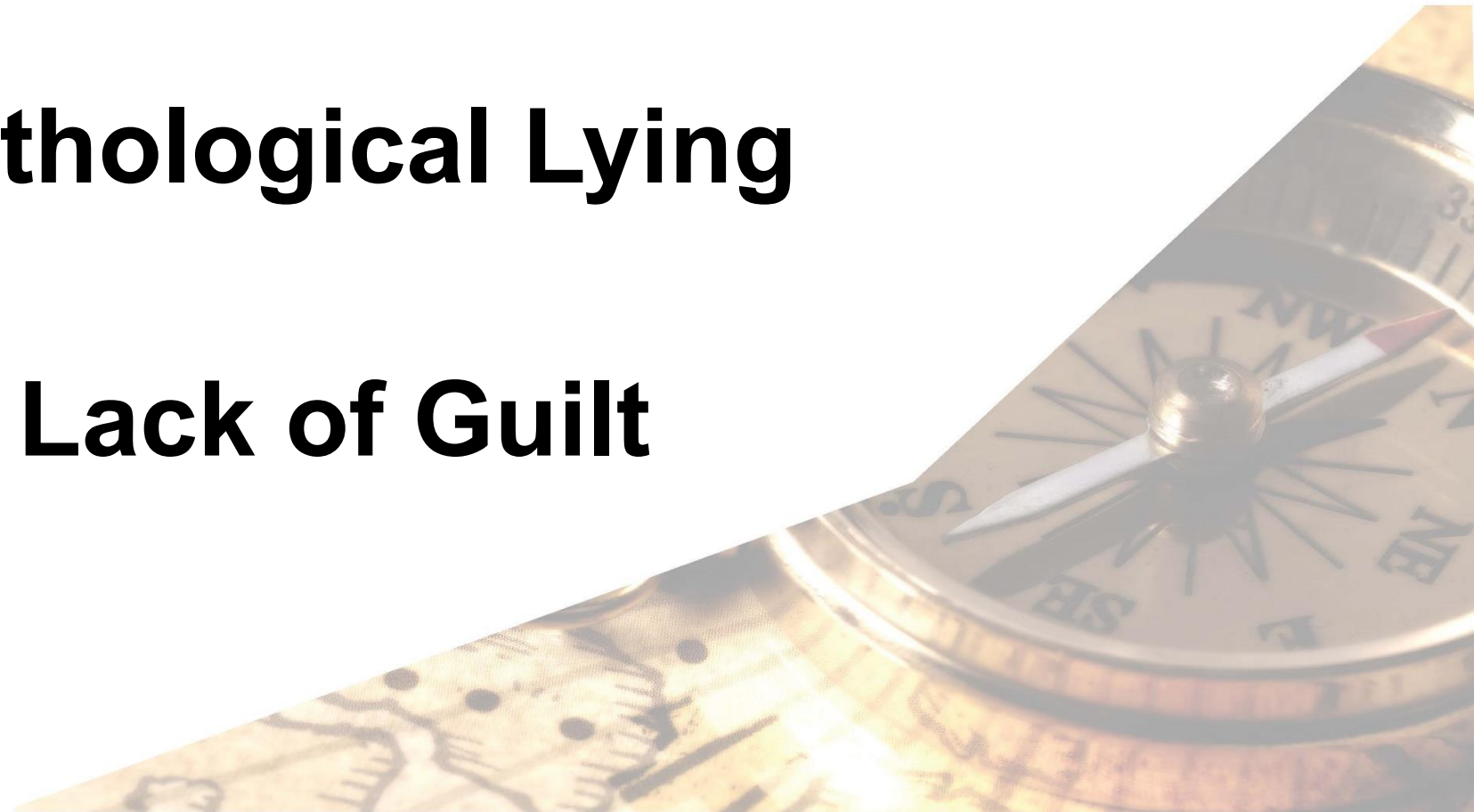
**Grandiose Sense of Self-Worth**

**Impulsivity**



**Pathological Lying**

**Lack of Guilt**



**Conning/Manipulative**

**Parasitic Lifestyle**





**Need for Stimulation**

**Lack of Realistic Long-Term Plans**



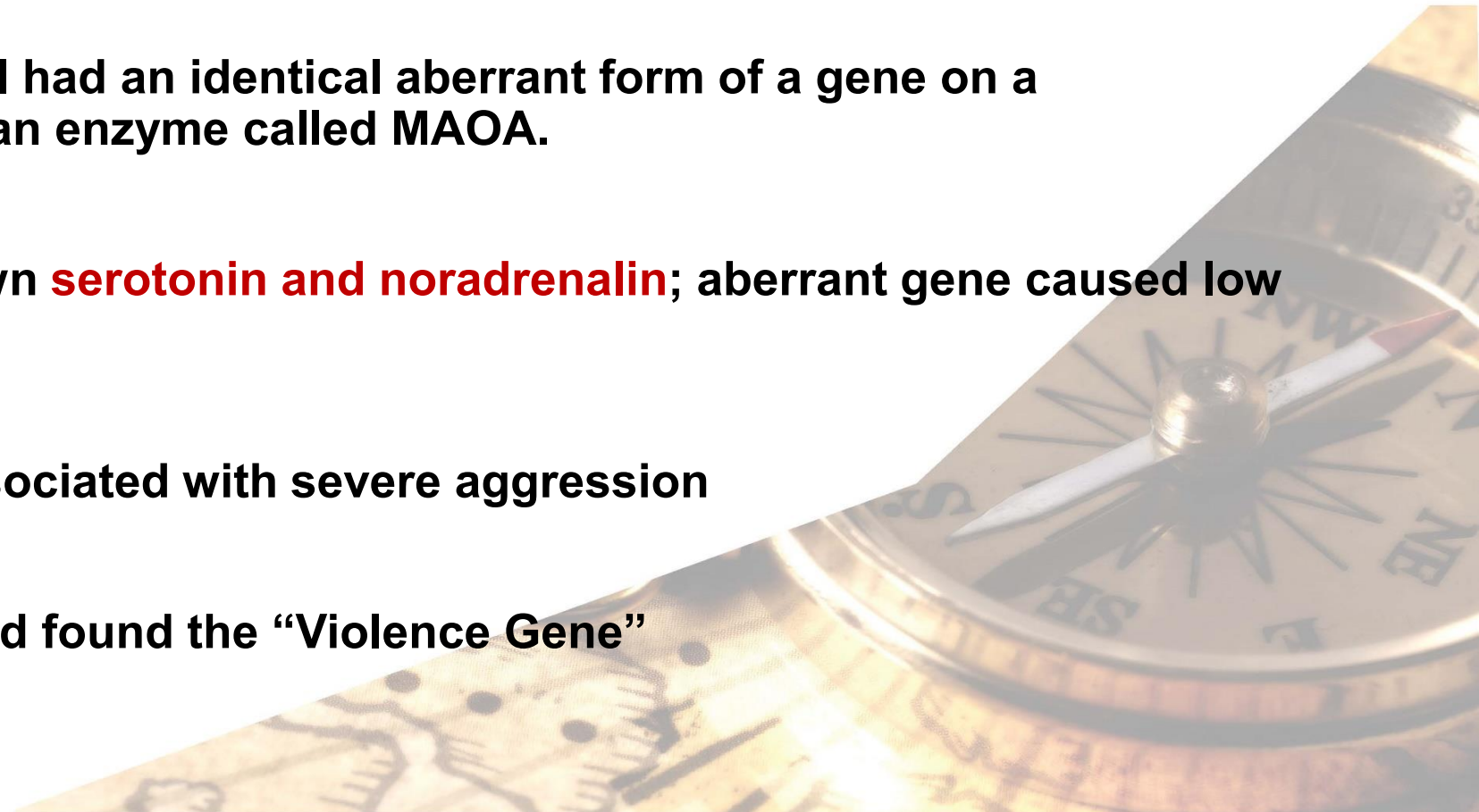


**Hereditary & Developmental  
Considerations in Psychopathy**



# The Genetics of Psychopathy

- ⦿ A 1993 study identified 14 men in an extended family that had all been identified with psychopathic behaviors
- ⦿ Scientists reported that all had an identical aberrant form of a gene on a chromosome that makes an enzyme called MAOA.
- ⦿ Normal MAOA breaks down **serotonin and noradrenalin**; aberrant gene caused low enzyme activity.
- ⦿ Low MAOA in animals associated with severe aggression
- ⦿ Scientists posited they had found the “Violence Gene”



# The Nature Argument

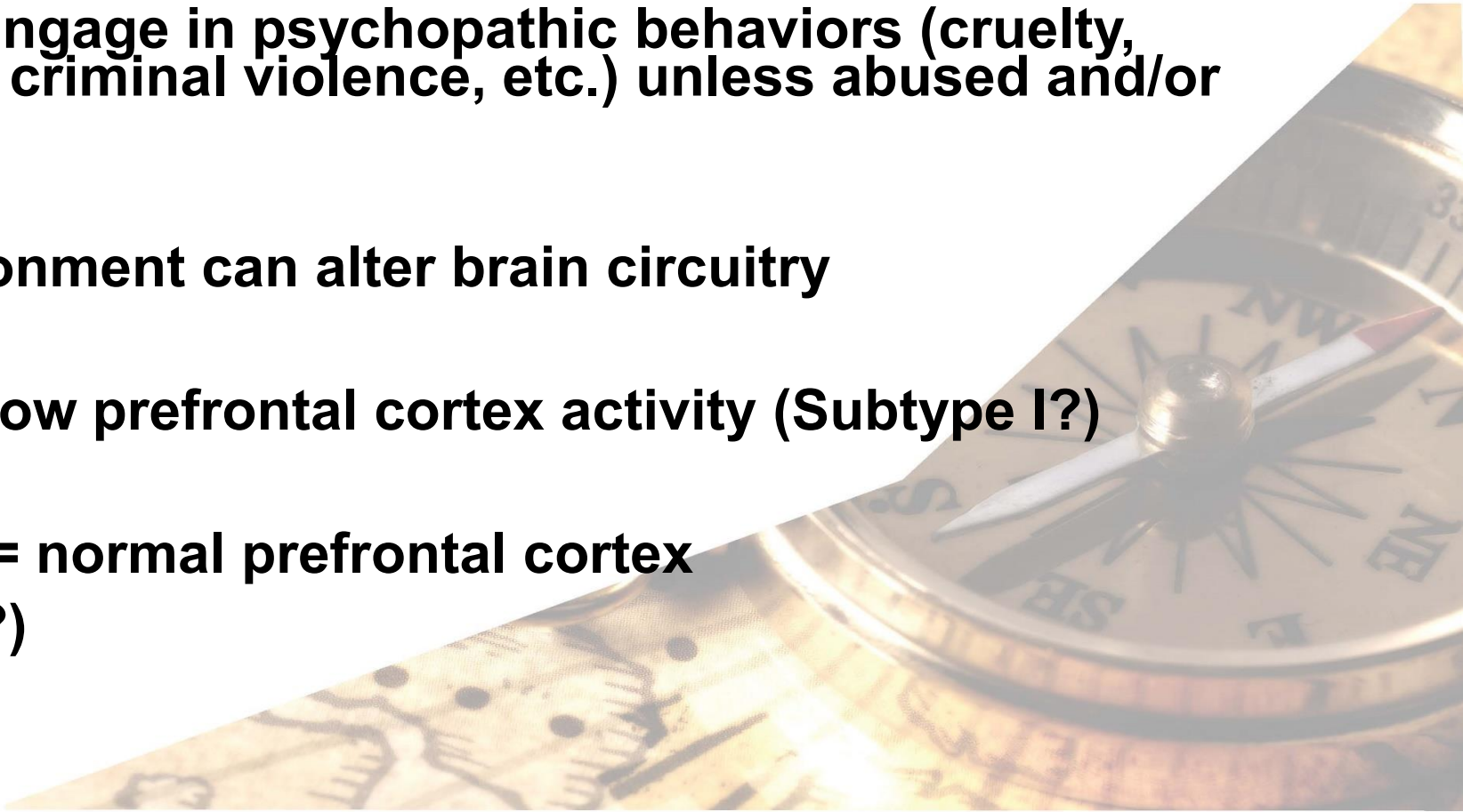


**Is the Brain “Hardwired”?**





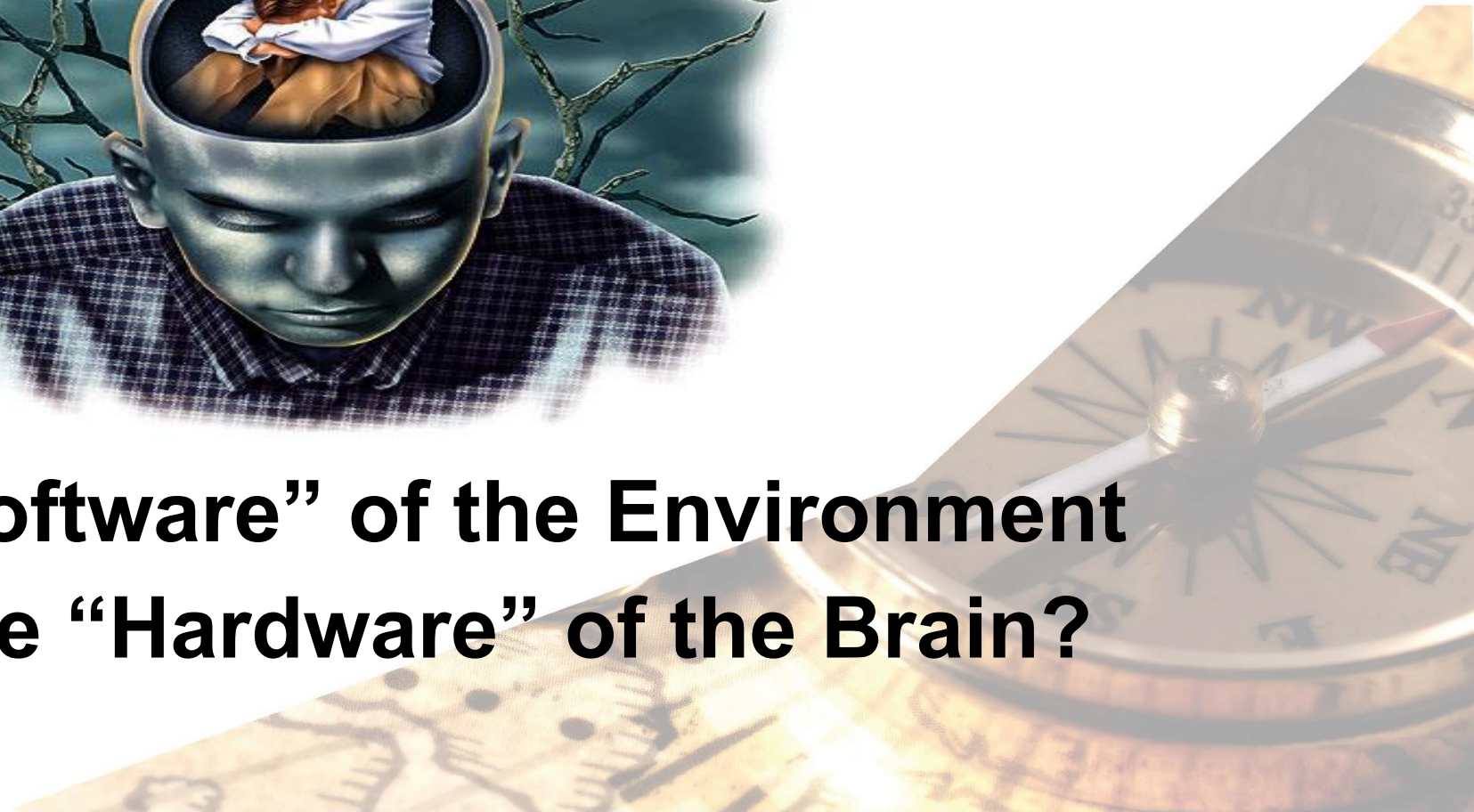
# The Environment and Psychopathy

- ⦿ **A 2002 study followed 442 men with low-activity form of the MAOA gene**
  - ⦿ **Not more likely to engage in psychopathic behaviors (cruelty, severe aggression, criminal violence, etc.) unless abused and/or neglected**
  - ⦿ **Conclusion: Environment can alter brain circuitry**
  - ⦿ **“Reactive” killer = low prefrontal cortex activity (Subtype I?)**
  - ⦿ **“Proactive” killers = normal prefrontal cortex activity (Subtype II?)**
- 

# The Nurture Argument



**Can the “Software” of the Environment  
Change the “Hardware” of the Brain?**



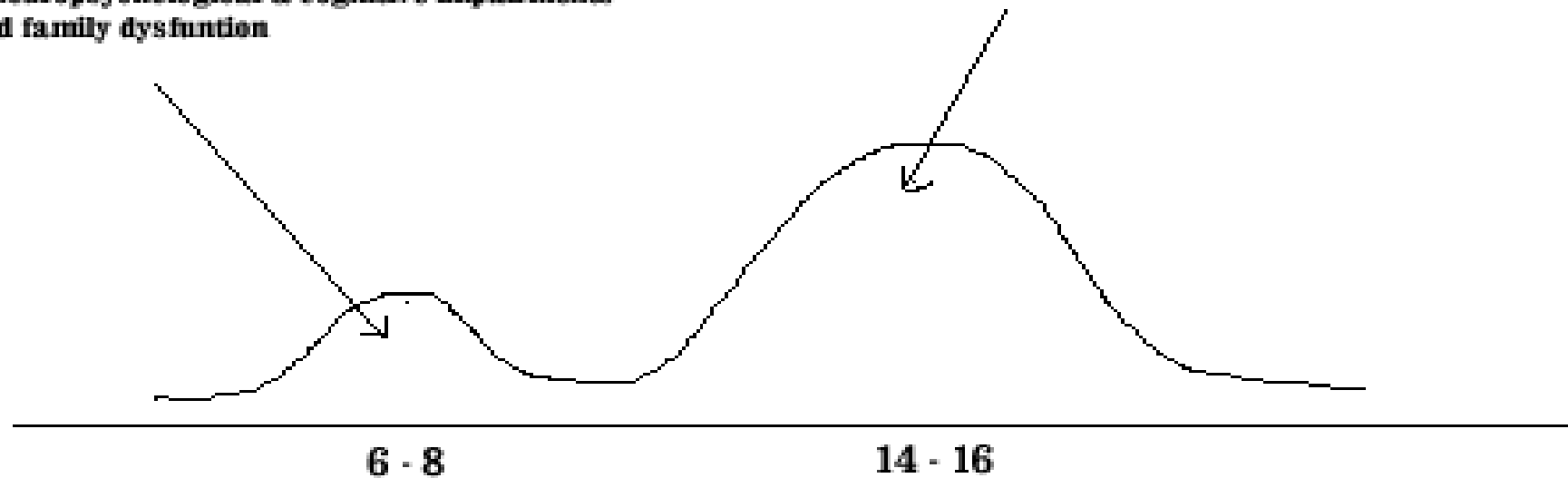


**Early-onset Conduct Problems**

- greater stability and severity of conduct problems
- greater neuropsychological & cognitive impairments
- increased family dysfunction

**Adolescent-onset conduct problems**

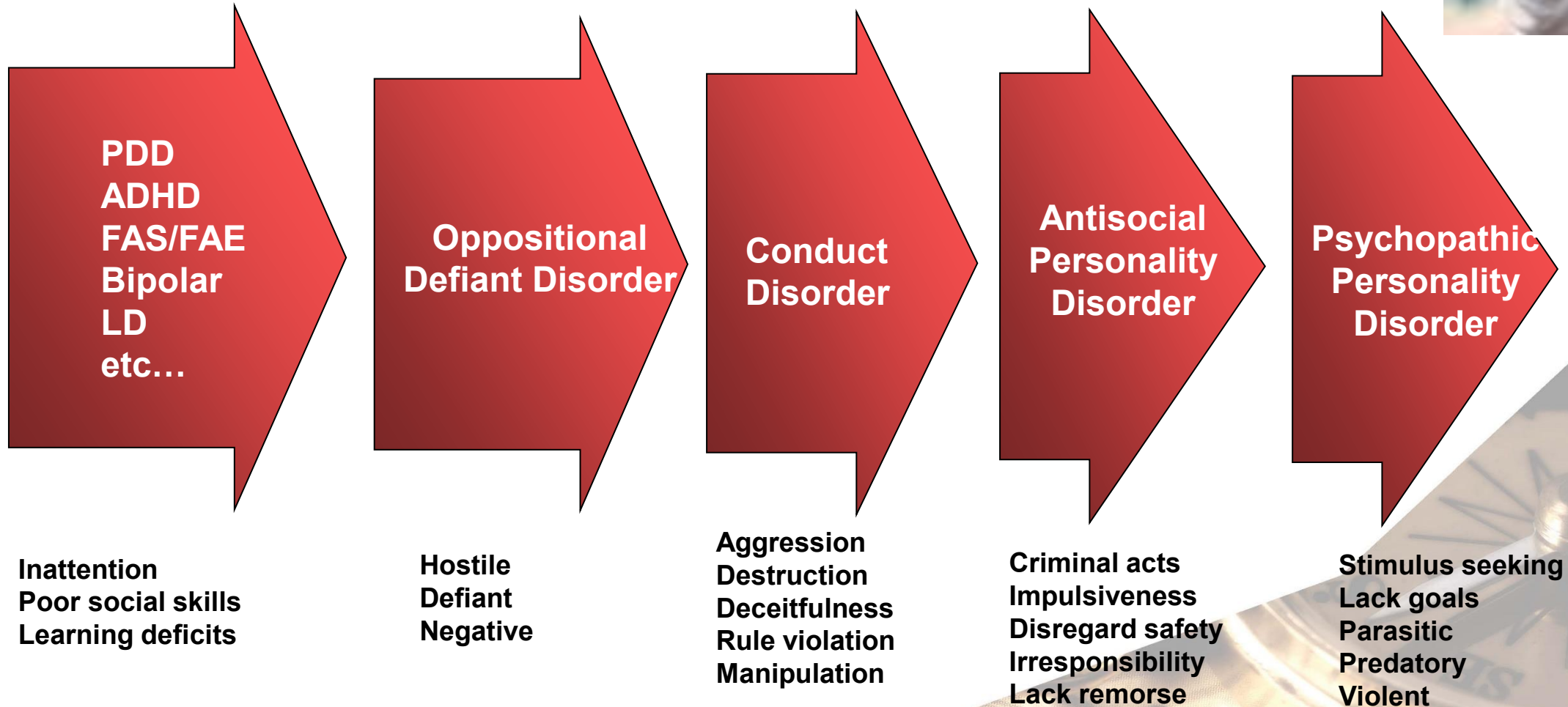
- The majority of childhood conduct problems (75%)
- viewed as "exaggeration of normative adolescent rebellion"
- likely to remit in adulthood



**AGE OF ONSET  
CHILDHOOD CONDUCT PROBLEMS**



# The Psychopathy Spectrum



80% of kids with ADHD as children carry it into adolescence, and 60% of those had developed ODD or CD.

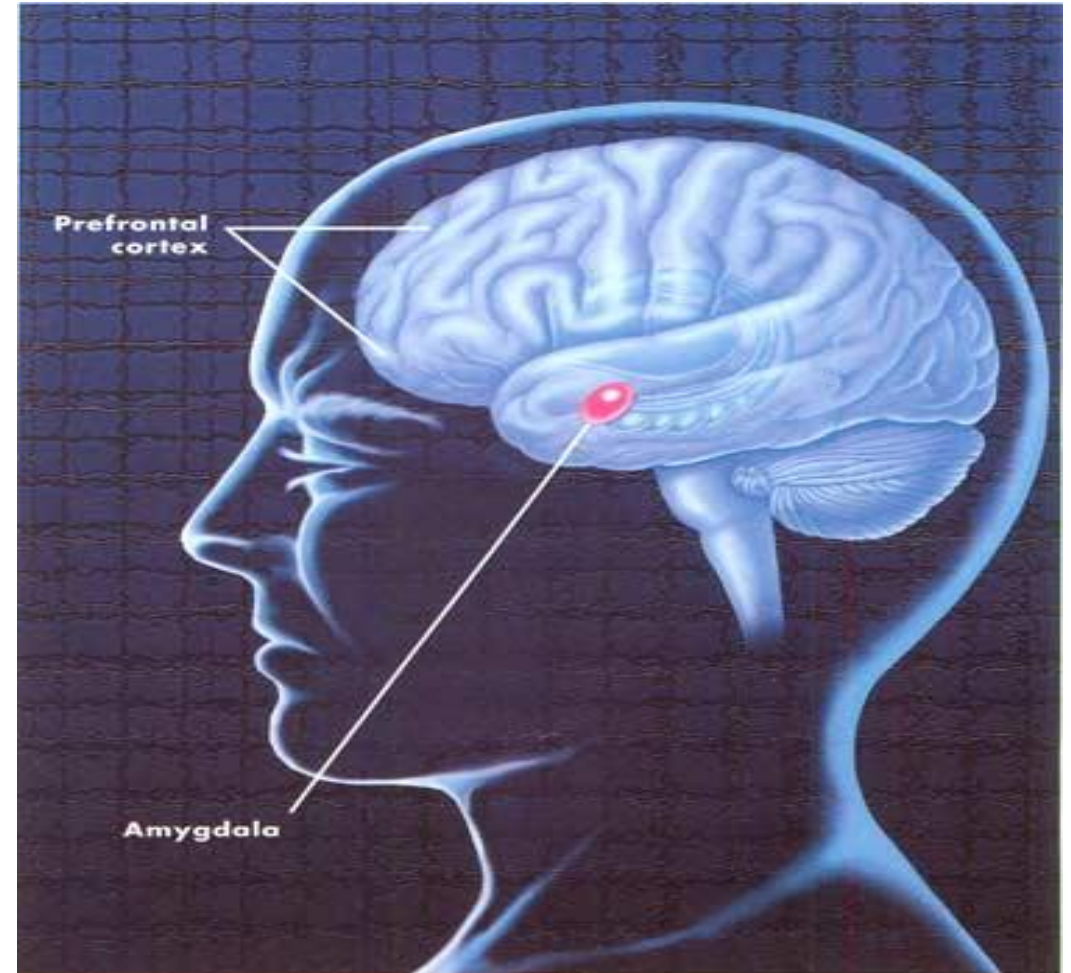
➤ 100% of antisocial personality disorder have diagnosis of CD as youth.



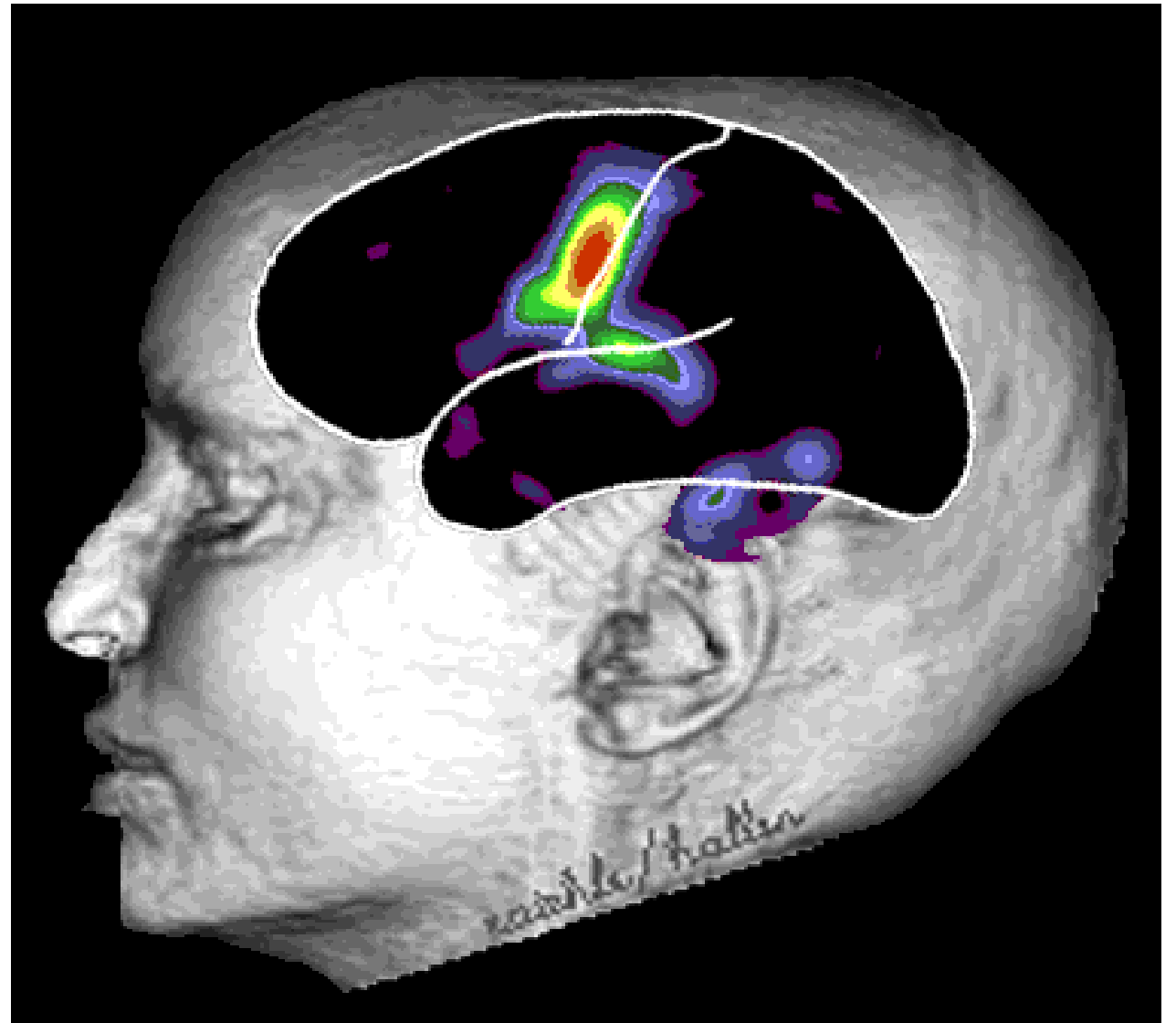
# Neuropsychological Research

## Neurobiological Theory of Psychopathy

The disruption of the circuit linking the limbic system with the prefrontal cortex could contribute to the impulsiveness, lack of control and emotional abnormalities observed in psychopaths.



# Comparisons in the Frontal Lobe of a Normal Brain to the Brain of a Killer



# **The Mind of the Psychopath**

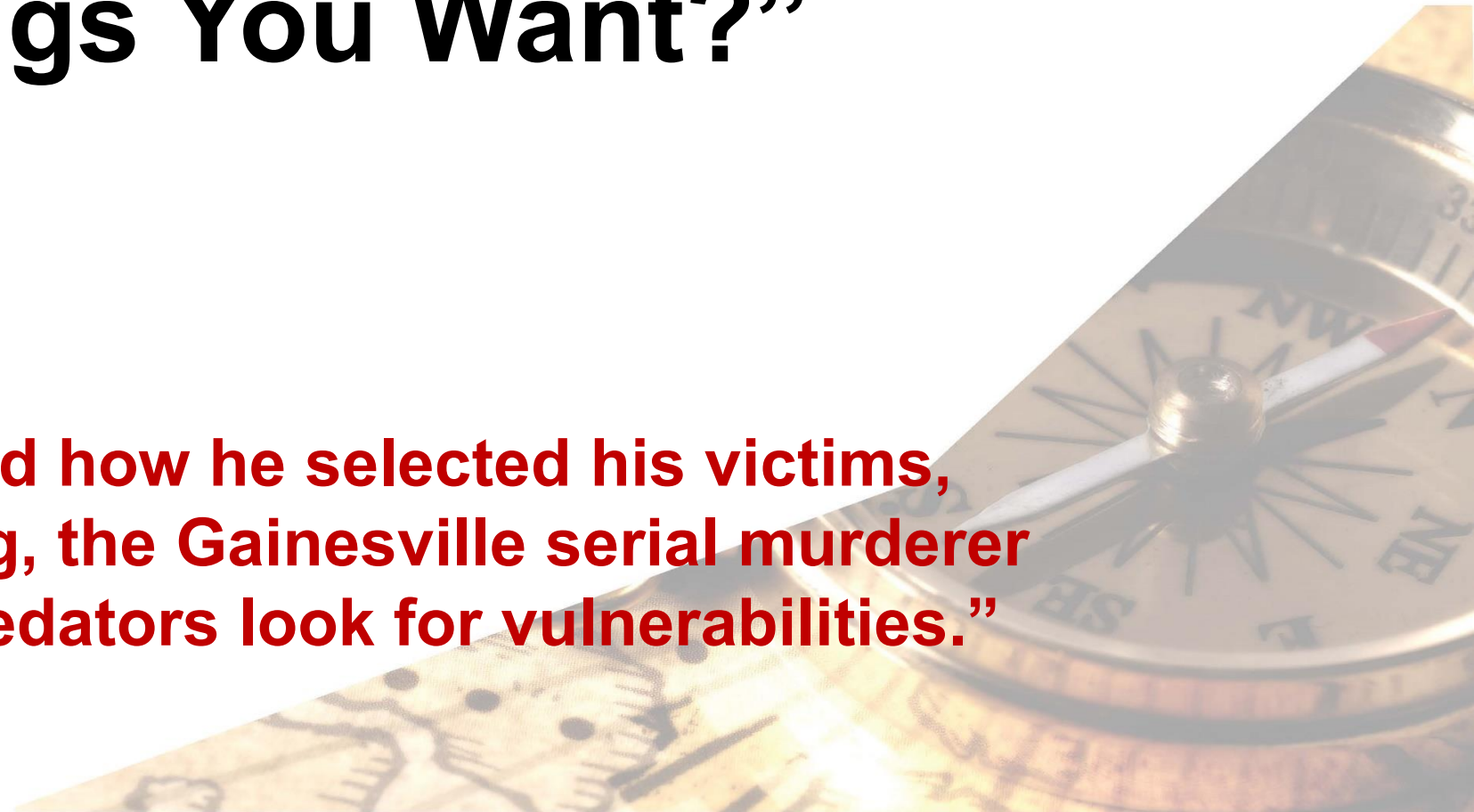


**Does Their Brain “See” the World Differently?**

# Through the Eyes of the Psychopath

**“Don’t Your Eyes Seek Out the Things You Want?”**

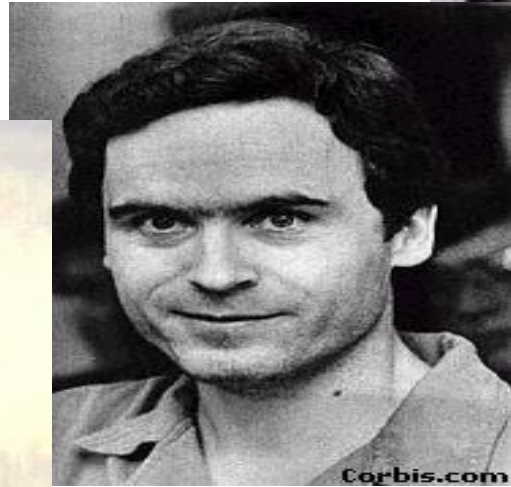
**When asked how he selected his victims, Danny Rolling, the Gainesville serial murderer replied, “Predators look for vulnerabilities.”**





# Meet a White Collar Psychopath

## Interview with a Narcissistic Psychopath



# **How to Catch a Psychopath?**

**Through the Windows of the Soul**

# Management Seminar 2015

**"Now What?": My Journey and Persons with Disabilities**

**JR Harding Ed.D.**

**Charting A New Course To Strategic Excellence**



## *Why are Persons with Disabilities Important to FAMU*

10,904 students self-disclosed their disability to the disability service centers in the State University System

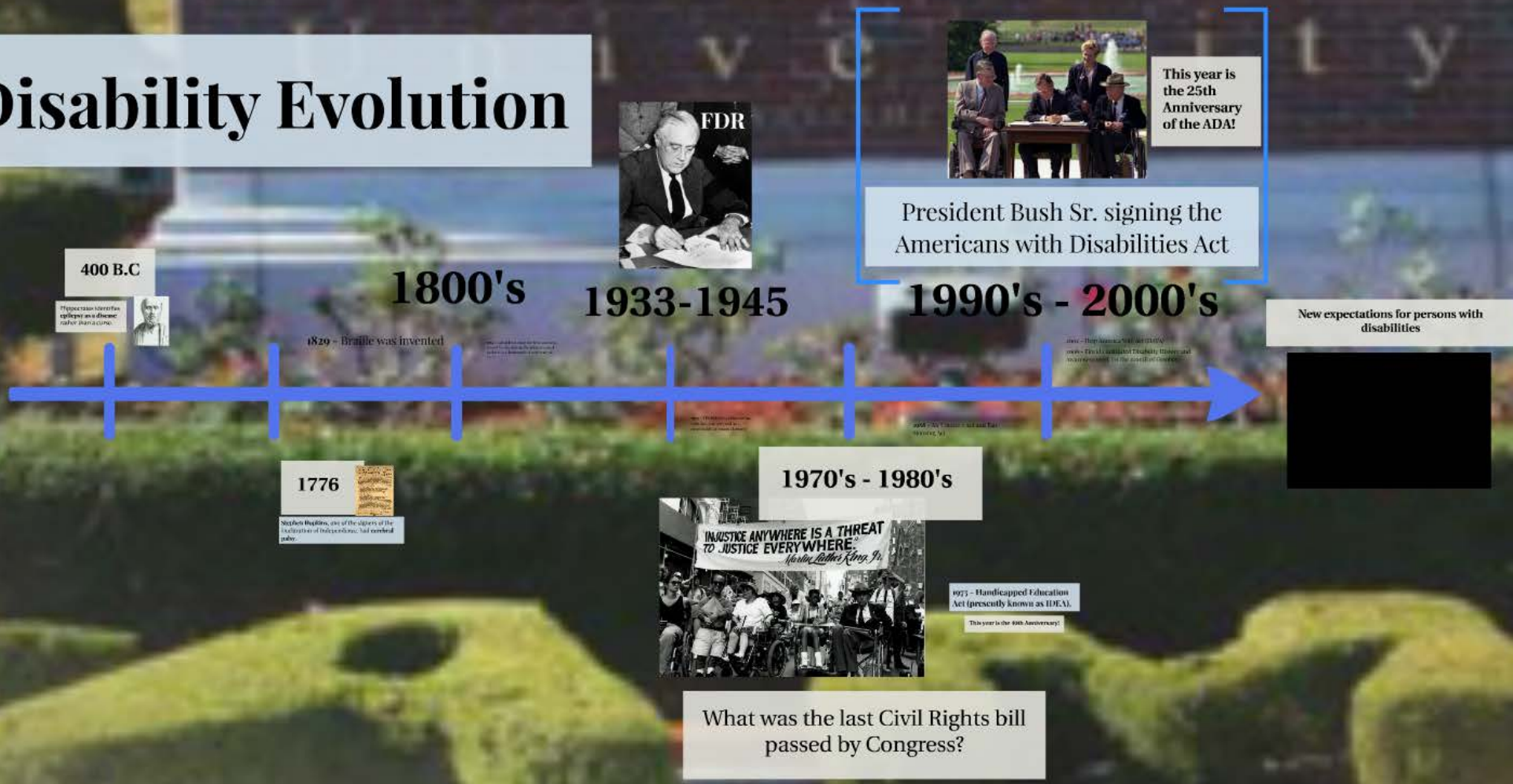
Of the 10,904 students with disabilities in the Florida SUS, 656 are at FAMU

*There are also many students that do not wish to disclose their disability*

*Source: Florida Board of Governor's, 2015*



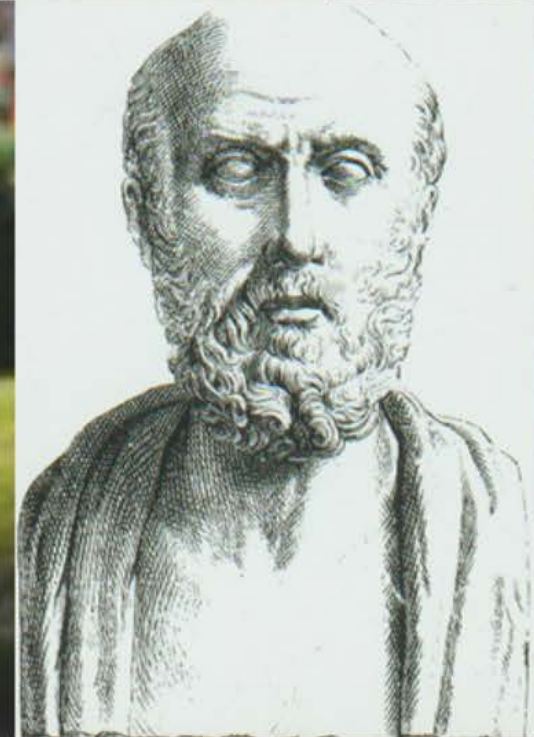
# Disability Evolution



What was the last Civil Rights bill passed by Congress?

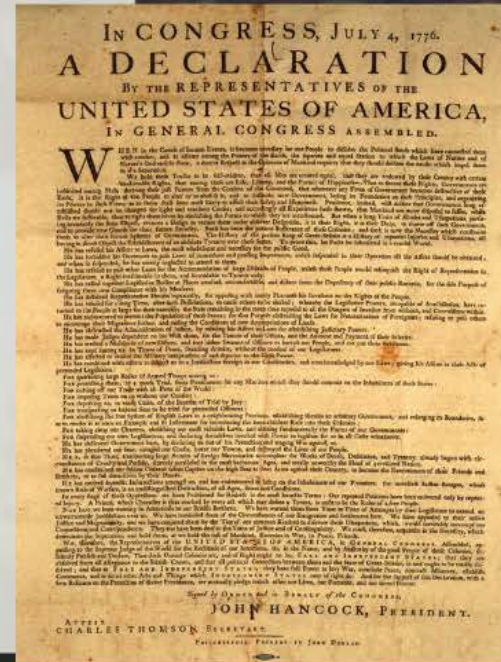
# 400 B.C

Hippocrates identifies **epilepsy as a disease** rather than a curse.






# 1776



Stephen Hopkins, one of the signers of the Declaration of Independence, had **cerebral palsy**.

A photograph of a brick sign for Florida A&M University. The sign is dark with light-colored lettering. The background shows a well-manicured lawn with several large, rounded, green bushes in the foreground.

Florida A&M  
University

**1975 - Handicapped Education Act (presently known as IDEA).**

**This year is the 40th Anniversary!**



# 1970's - 1980's



1975 - Handicapped Education Act (presently known as IDEA).

This year is the 40th Anniversary!

What was the last Civil Rights bill passed by Congress?





**This year is  
the 25th  
Anniversary  
of the ADA!**

**President Bush Sr. signing the  
Americans with Disabilities Act**

**1990's - 2000's**



**New expectations for persons with  
disabilities**



# The JR Story

## The Early Years





# Senior Year of High School



# NO W WHAT



**JR HARDING**  
WITH ERIKA RICHARDS-HARDING



# High School



# Graduation

# First Year of College - 9 months post injury



Below, Steve Holder washes J.R.'s hair in his North Hall bathroom. Left, Freddy Shanks helps J.R.'s motorized wheelchair up the Hill.



**Learning to ask for help...**



# 1990 - The American's with Disabilities Act Passed!

*"I happen to be a student who's disabled. The fact that I'm disabled is somewhat irrelevant."*

— J. R. HARDING  
Student regent



## Young regent speaks for students

■ J. R. Harding happens to be disabled. But he says he's more concerned with making universities accountable to their prime resource: students.

By JAMES HARPER  
Times Staff Writer

In some ways, J. R. Harding is just one of a string — a college student given a short year's opportunity to help make policy for Florida's university system.

As the sole student member of the state Board of Regents, Harding gets to vote on matters ranging from tuition to new degree programs.

But Harding, a 30-year-old graduate student at Florida State University, is also a pioneer. He's the first

schoolyard accident 13 years ago.

"I tried to walk away from a fistfight and got body-slammed into the concrete," he recalls from his Tallahassee apartment. "I spent six months in the hospital and still graduated on time."

Since then, Harding's life has typified the challenges faced by anyone who is "different."

He tries to educate people about issues affecting his particular minority, while working hard to participate in the mainstream.

"I happen to be a student who's disabled," Harding says. "The fact that I'm disabled is somewhat irrelevant."

Harding would rather talk about his ideas for making state universities more responsive to students, or the campus visits he has conducted since joining the board in August. (So far, he has been to every state

I become a leader once more...

# Learning to Have Fun Again







12:52 PM  
8/7/96

# Freedom!





# NOW WHAT

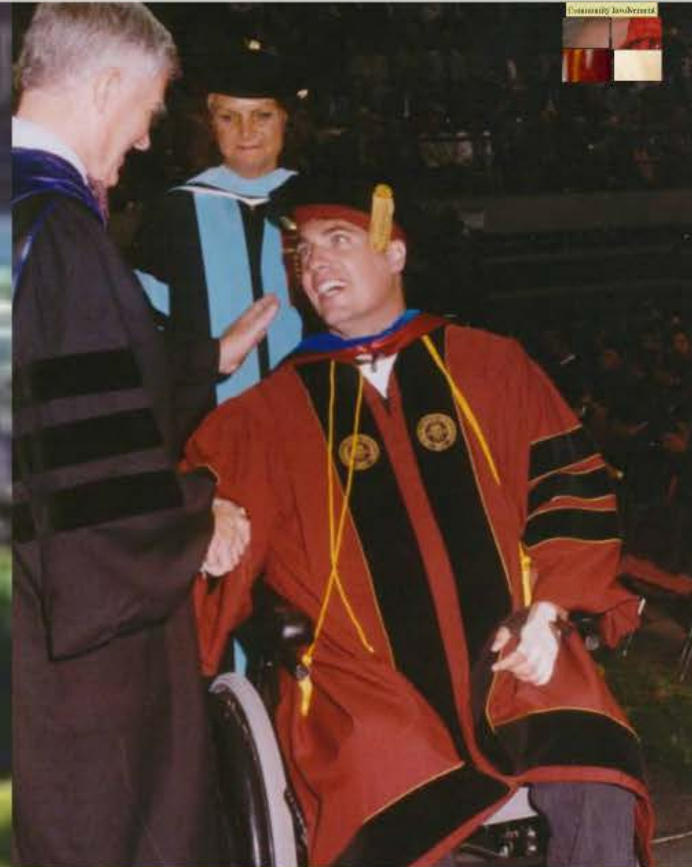


**2nd spinal cord**

**JR HARDING**  
WITH ERIKA RICHARDS-HARDING

# May 20

## Becoming Dr. JR Harding





# Community Involvement





# Present and Future

Today...



Accessible Technology:

- Adaptive vehicles, Dragon, smart phone, gizmos, etc.

Access and infrastructure has improved.



1 billion or 15% have a disability worldwide  
57 million Americans have a disability

Source: 2010 Census and World Health Report 2011



*Only 29% of PWDs are employed*

But, only 2.9% of the total workforce of the US  
(ages 16-64) are PWDs



Barriers still exist...



# Looking Ahead...

**Accommodating your students...**



*Issues: Aging caregivers, healthcare, education, workforce, housing, transportation, entertainment, recreation, etc.*

**To achieve...**



- **Improve employment for persons with disabilities in the private sector, not just government.**



# New Opportunities for Persons With Disabilities

*Workforce Innovation Opportunities Act (WIOA) 2014*

*Achieving a Better Life Experience (ABLE) Act 2014*

**In 2015...**

*"Unique Abilities" Agenda*

*Post-secondary opportunities*

*State Government  
Leading by Example  
through Employment*



**With education, experience and technology...**



**Anyone can bowl a perfect strike...**

Final 20



with education, experience and technology



**Anyone can bowl a perfect strike...**



# Food for Thought

We all face *challenges*... Individual, family, business, universities, city and state.



We all must make *choices* individually, for the family, the business, and in the community.



Our challenges and choices affect the *community and the state.*



## Resources

<http://www.apdcares.org/>  
<http://www.rehabworks.org/>  
<http://www.access-board.gov/>  
<http://www.dot.state.fl.us/ctd/>  
<http://dbs.myflorida.com/>  
<http://deafhhsfla.org/>

## Questions?

JR Harding Ed.D.  
jrfsu@comcast.net  
850-510-4628  
www.jrharding.com

**THANK YOU!**



# Management Seminar 2015



Charting A New Course To  
Strategic Excellence



# OVERVIEW AND UPDATES CONCERNING PROCUREMENT



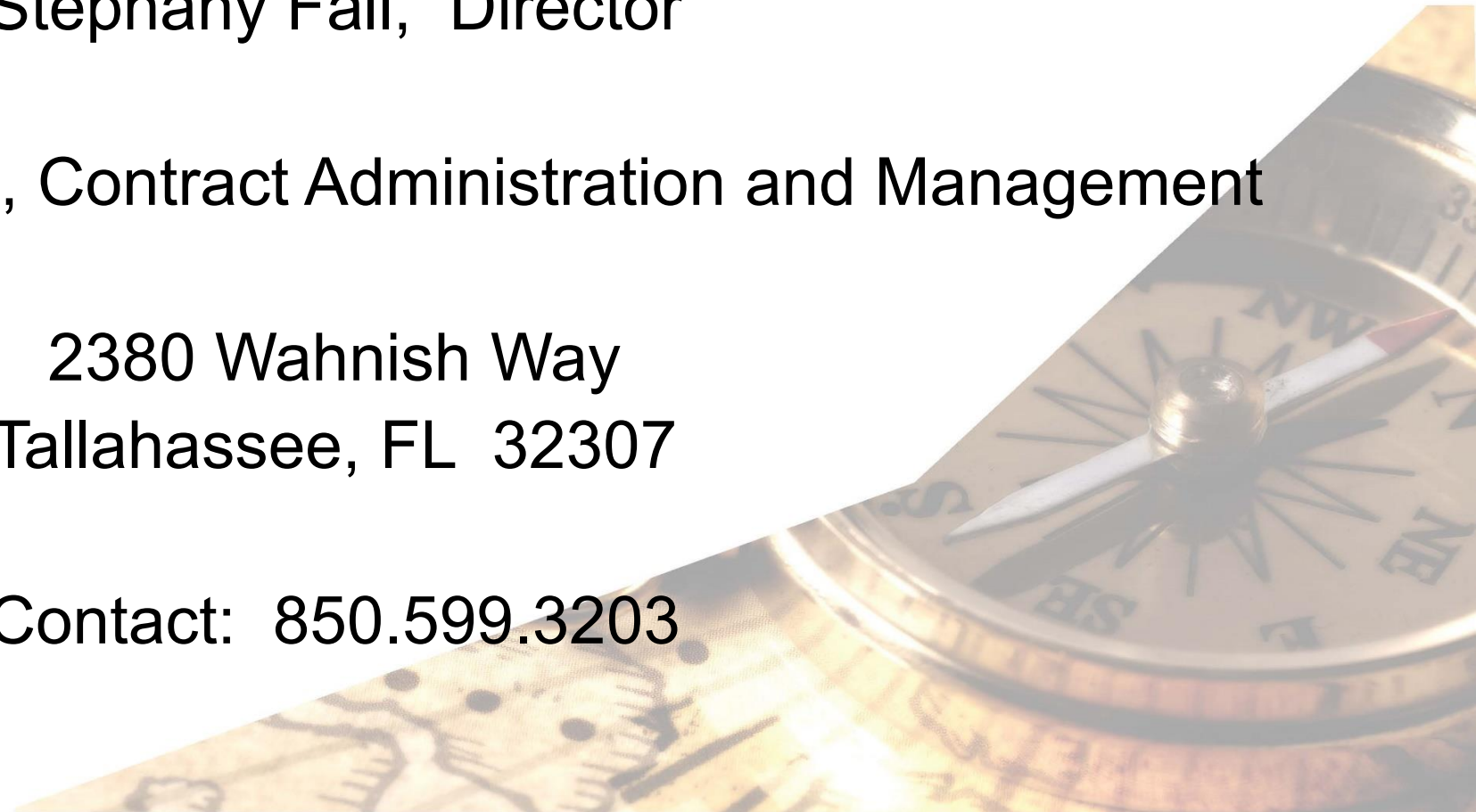
# OFFICE OF PROCUREMENT SERVICES (OPS)

Stephany Fall, Director

Pamela Lightbourne, Contract Administration and Management

2380 Wahnish Way  
Tallahassee, FL 32307

Contact: 850.599.3203



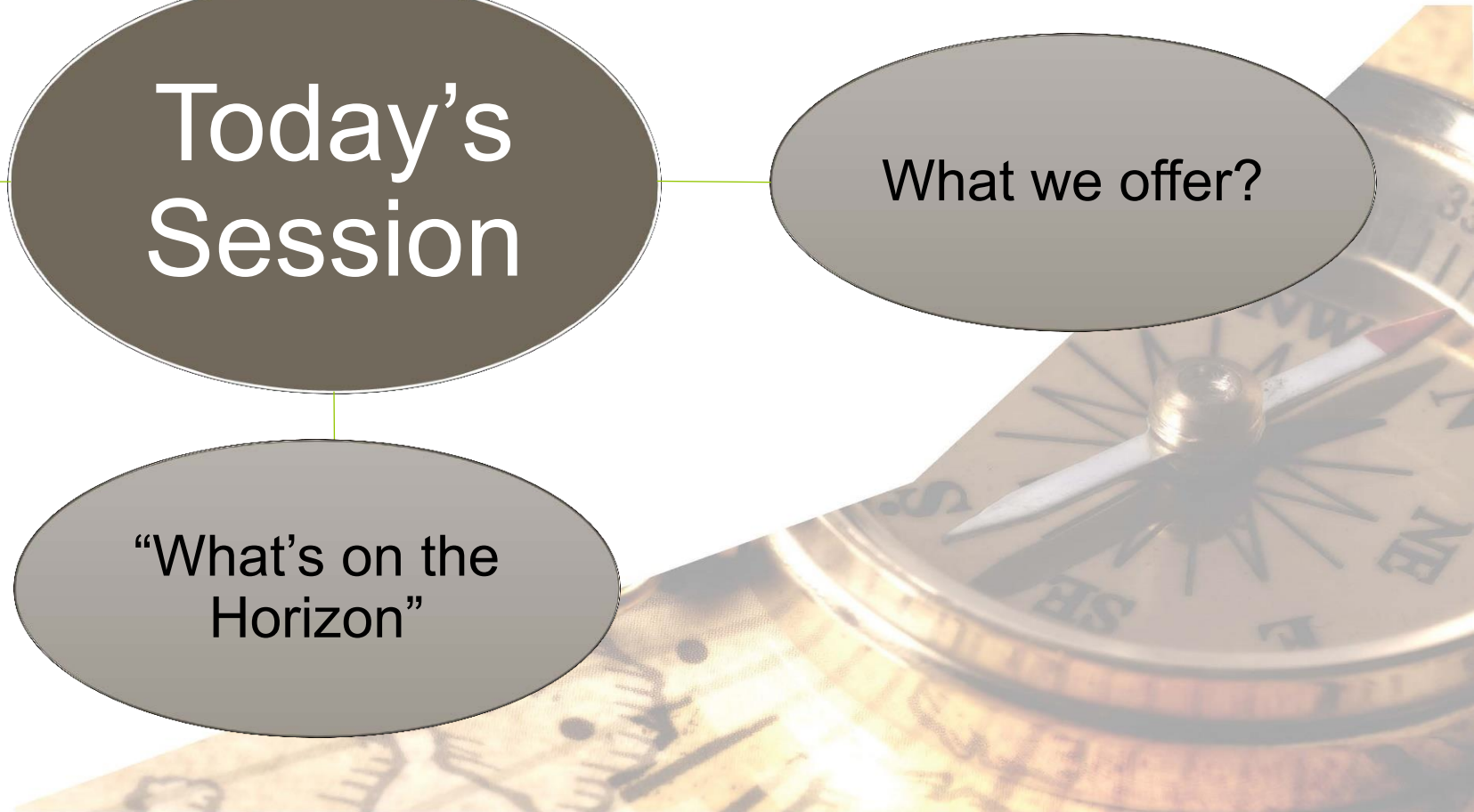
What's New

Today's  
Session

No Can Do!

What we offer?

“What's on the  
Horizon”





What's New?

# Contract Administration & Management

Spring 2015



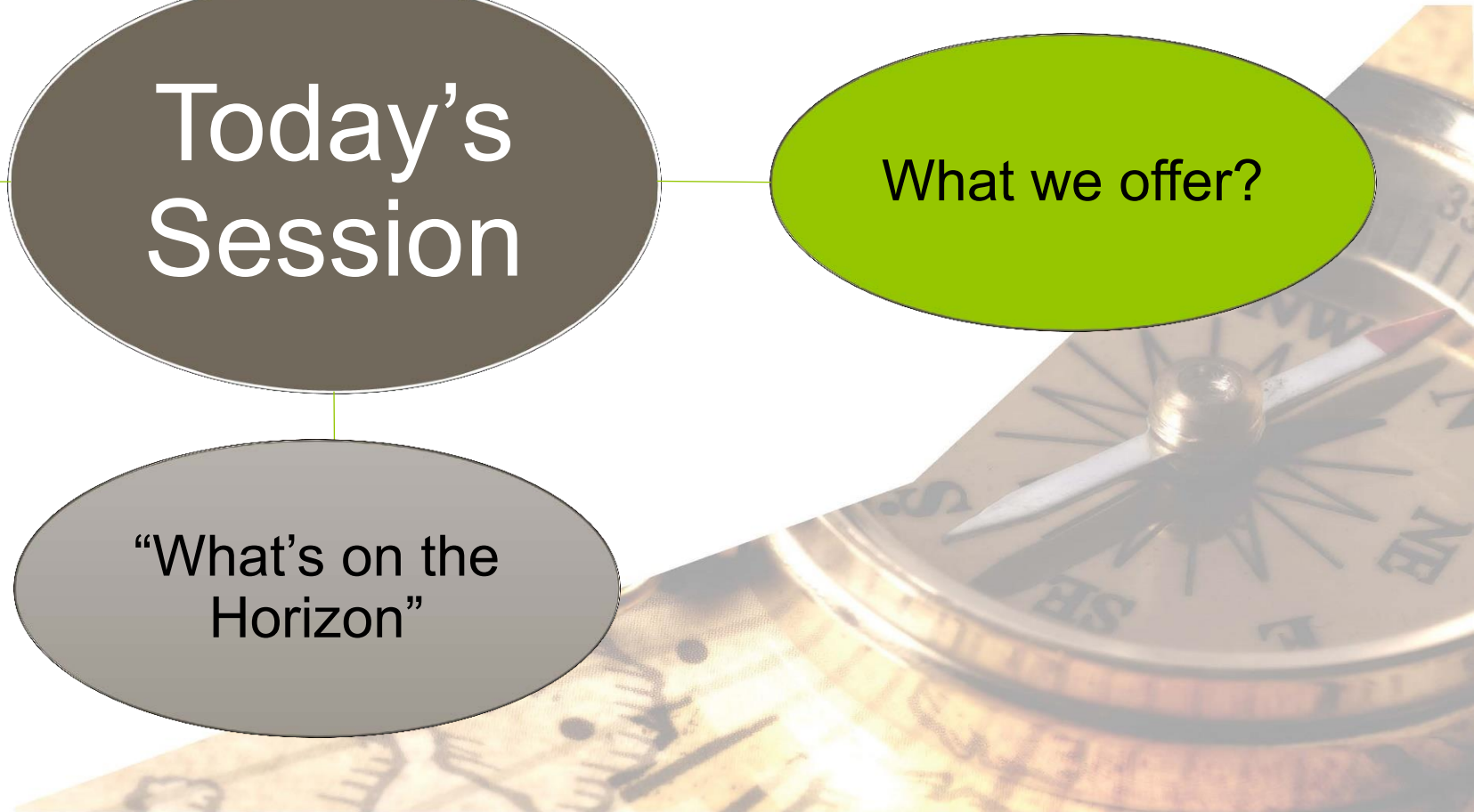
What's New

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# What we Offer?

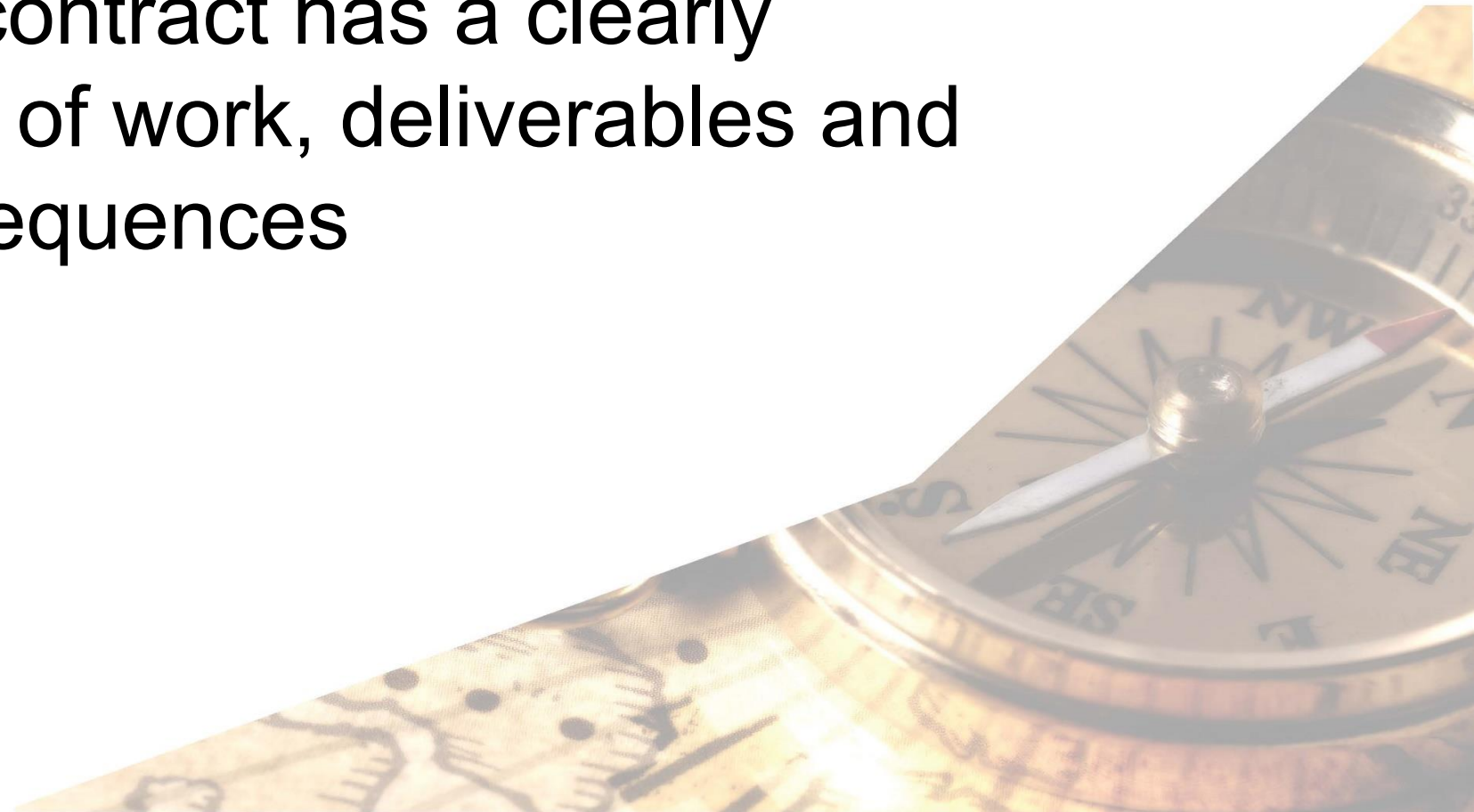
Develop and review contracts in accordance with our BOT regulations, FL Statutes and laws





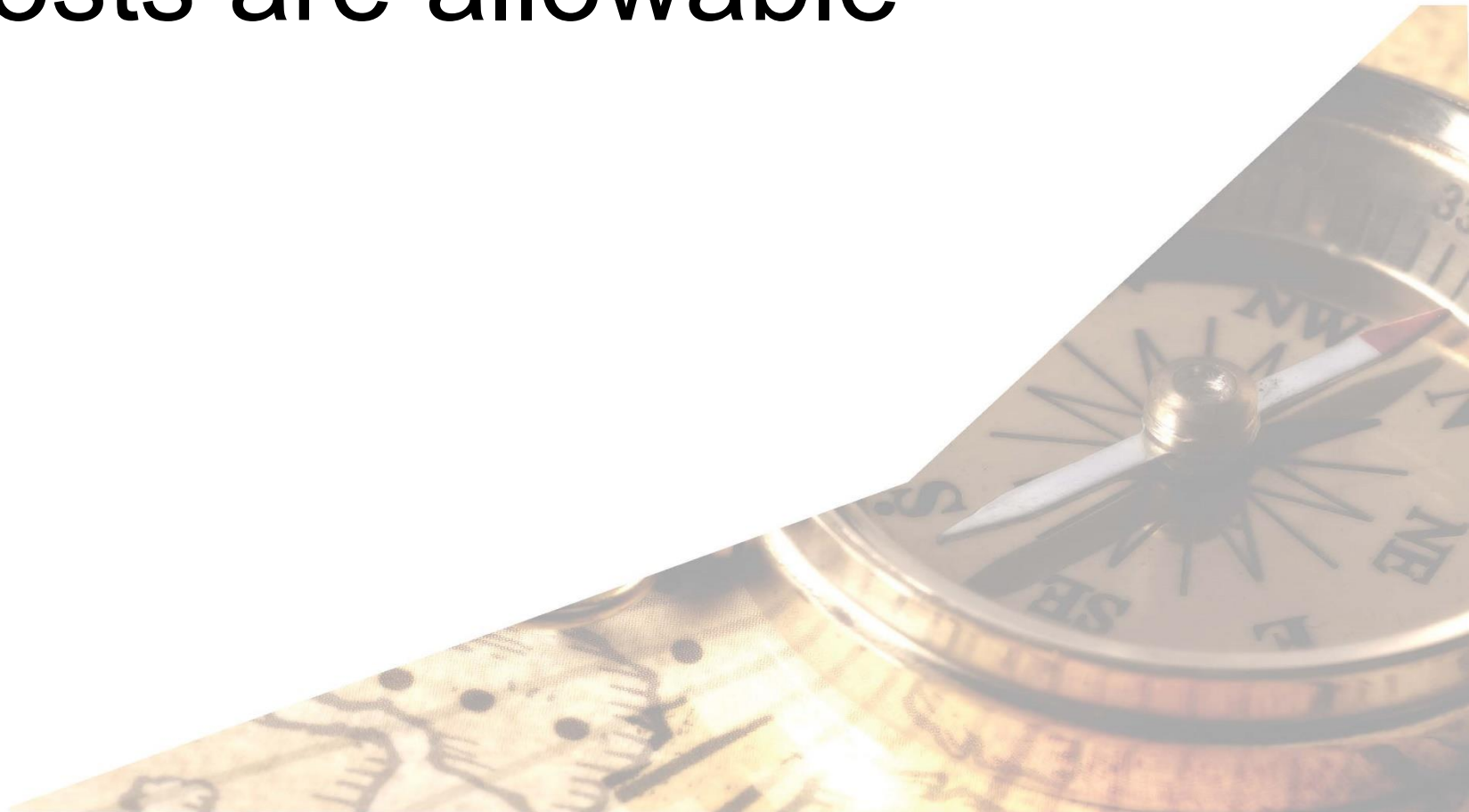
## What we Offer?

Ensure each contract has a clearly defined scope of work, deliverables and financial consequences



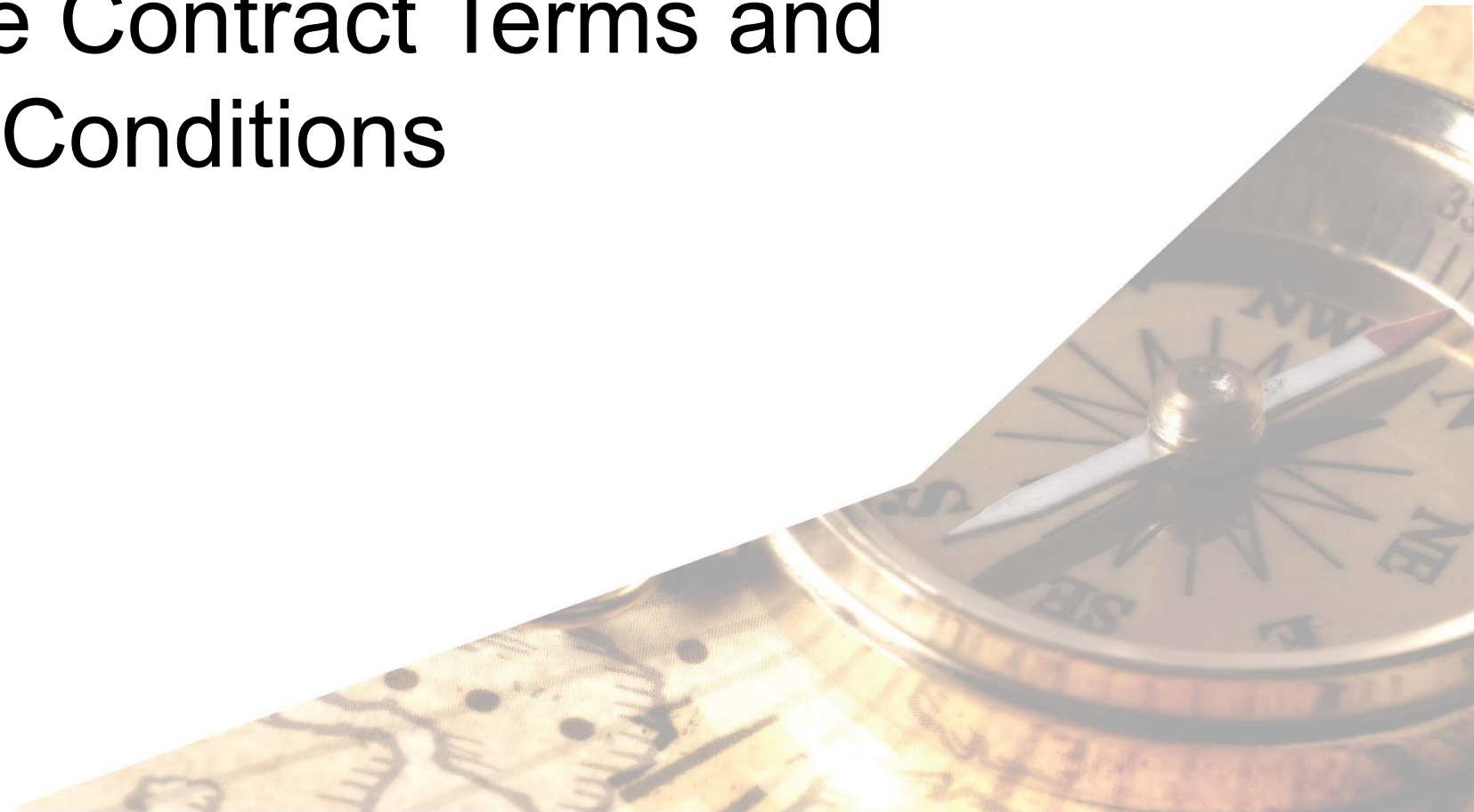
What we Offer?

**Ensure costs are allowable**



What we Offer?

Acceptable Contract Terms and  
Conditions





What we Offer?

Monitoring Plans



# CONTRACT FILE CHECKSHEET

## GENERAL INFORMATION

<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Type:	
Contract Manager:	

## ORIGINAL CONTRACT CHECKSHEET

YES	NO	N/A	<b>Review and Activities for Original Contract</b>
			<b>General information</b>
			Does the contract file contain a copy of the fully executed current contract (signed by both parties)?
			Does the contract file have copy of all attachments listed in the contract?
			Does the contract file have any amendments, modifications or renewals?
			Does the contract file have a copy of the signed contract review approval form?
			Does the contract file have a copy of transmittal letter to Contractor?
			Does the contract file have the Procurement Review Checklist and Documentation?
			Has an operational timeline been developed of all activities required for managing this contract, i.e., when to notify contractor of monitoring, your monitoring timeline, dates for completing and submitting monitoring reports to Office of Procurement Services and contractor, date when contract should be notified of date contract will expire and FAMUs intent to renew, etc.?
			<b>Programmatic monitoring.</b> Has the programmatic monitoring plan been developed or amended based on contract and amendments?
			<b>Fiscal monitoring.</b> Has the fiscal monitoring plan been developed or amended based on contract or amendments?
			<b>Corrective action plan.</b> Have there been any corrective action plans developed? If yes, are they in the file.

# FINANCIAL MONITORING

## GENERAL INFORMATION

<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Type:	
Contract Manager:	

## FINANCIAL RECORDS

			Review file, explain any N/A. Attach N/A comments to this form
YES	NO	N/A	
			Approved invoices
			Payment verification; include details for services provided, number of hours, time sheets documenting hours worked, rate per hour, name of individual performing services
			Documentation of any problems with payments and resolutions
			Payment activity log: payments made, cumulative payments, contract budget balance
			iRattler reports regarding expenditures and balances
			State or Federal Financial Audits
			Contractor Internal Financial Audits or Reports
			Independent Financial Audits or Reports
			Sample contractor/recipient accounting system and invoices to ensure that funds spent were appropriate and on allowable costs.
			Other file documents or notes regarding concerns or findings:

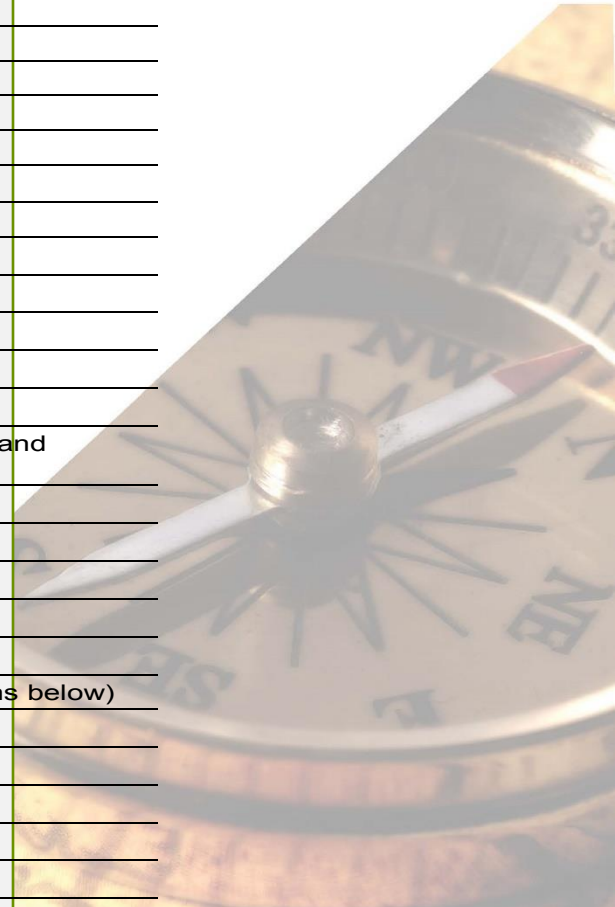


# PROGRAM MONITORING

<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Type:	
Contract Manager:	

## PROGRAMMATIC MONITORING

YES	NO	N/A	This section should be completed based on "all" terms and conditions in the contract and amendments. This information should be used in developing the quarterly monitoring report and any recommendations for amendments or future contracts.
			Name of Project:
			Summary of Project:
			Contract Manager for the Contractor
			Contract and Amendments
			Renewal Clause
			Travel Allowed
			<b>SCOPE OF SERVICES OVERVIEW</b>
			A. What are the Outcomes? (Answer the questions below for each outcome)
			✓ Are required outcomes being met?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?
			B. What is the Role of Contractor on the Project Outcomes? (list out each role and answer the questions below)
			✓ Is the Contractor fulfilling their role?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?
			C. What is the Role of the Department? (list out each role and answer questions below)
			✓ Is the FAMU fulfilling their role?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?



## What we Offer?

Individualized Contract Manager  
Training and Technical Assistance  
throughout the life of the agreement



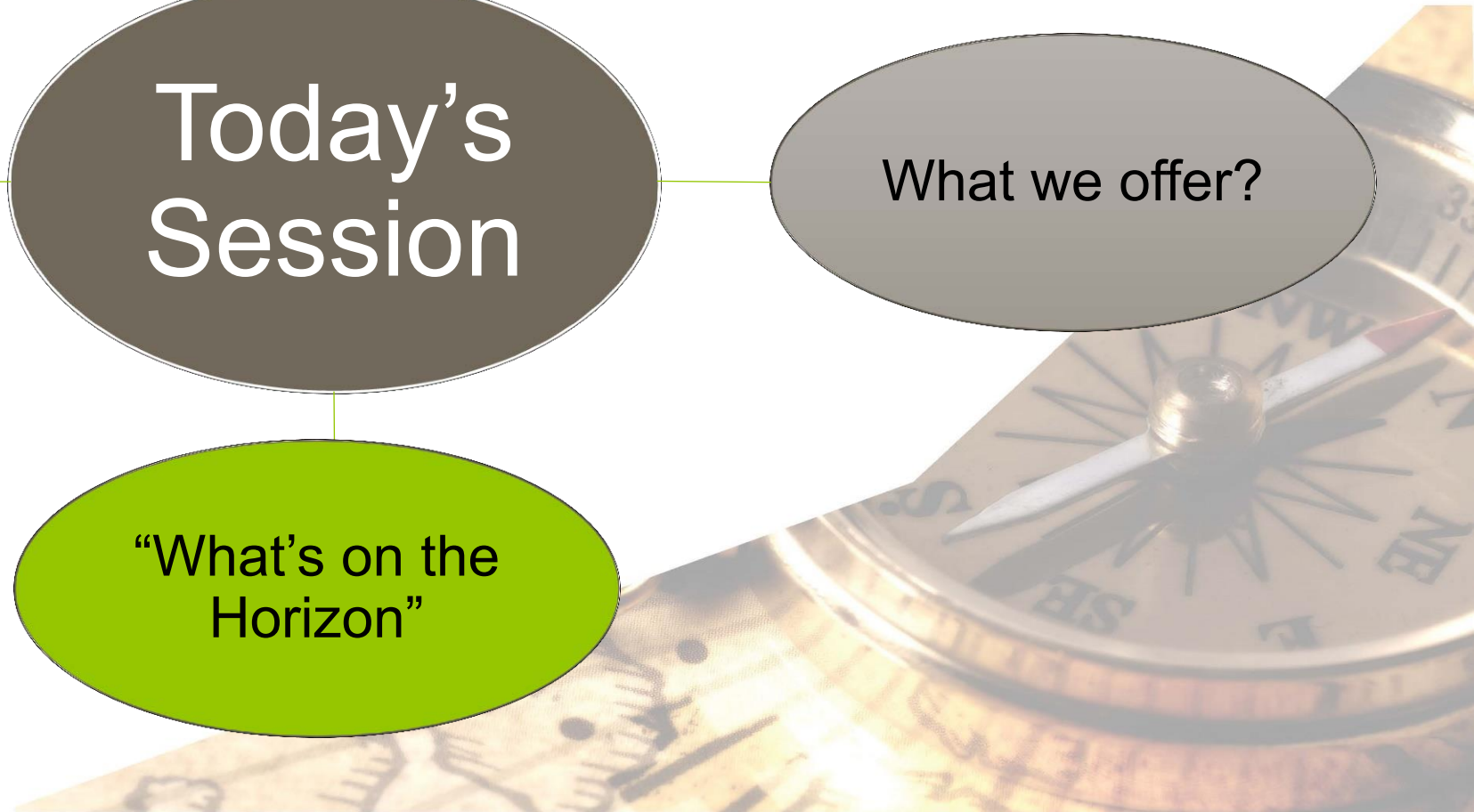
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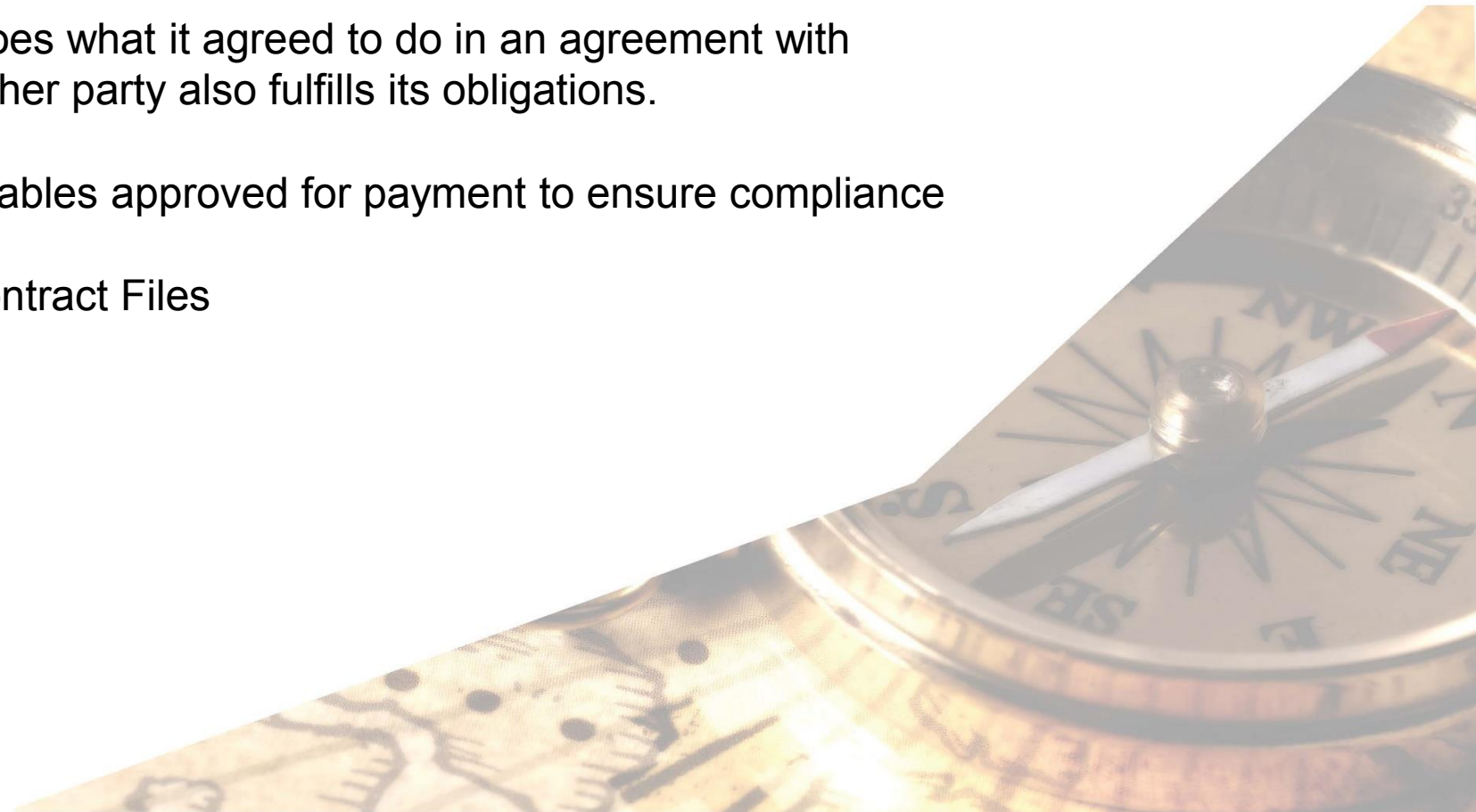


# What's On the Horizon?

## **Contract Monitoring**

Ensure that the University does what it agreed to do in an agreement with another party and that the other party also fulfills its obligations.

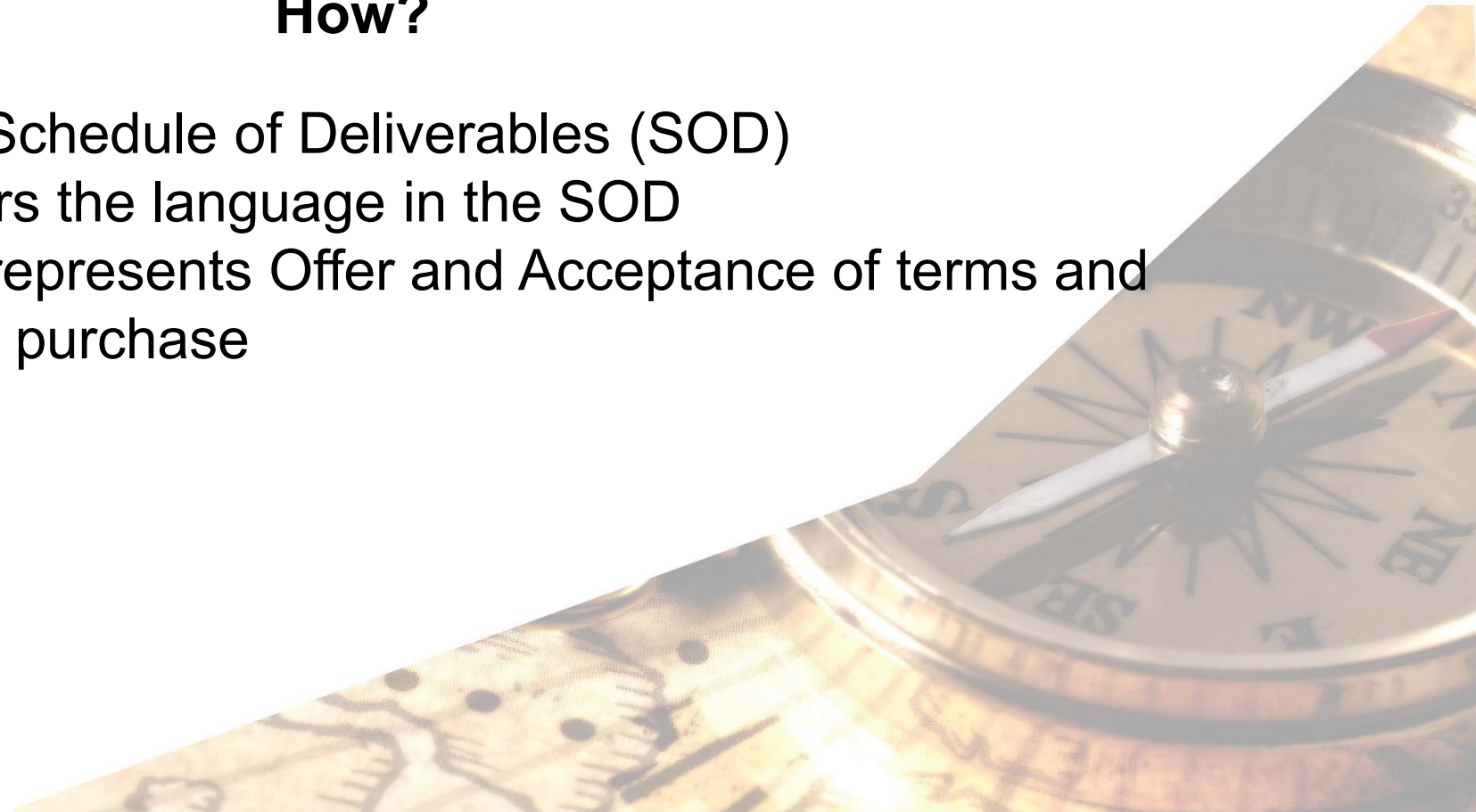
- Random review of deliverables approved for payment to ensure compliance with the Contract
- Random monitoring of Contract Files



# What's on the Horizon?

## **No Contract for the Purchase of Commodities or Services under \$10,000 How?**

- Completion of a Schedule of Deliverables (SOD)
- Requisition mirrors the language in the SOD
- Purchase Order represents Offer and Acceptance of terms and conditions for the purchase







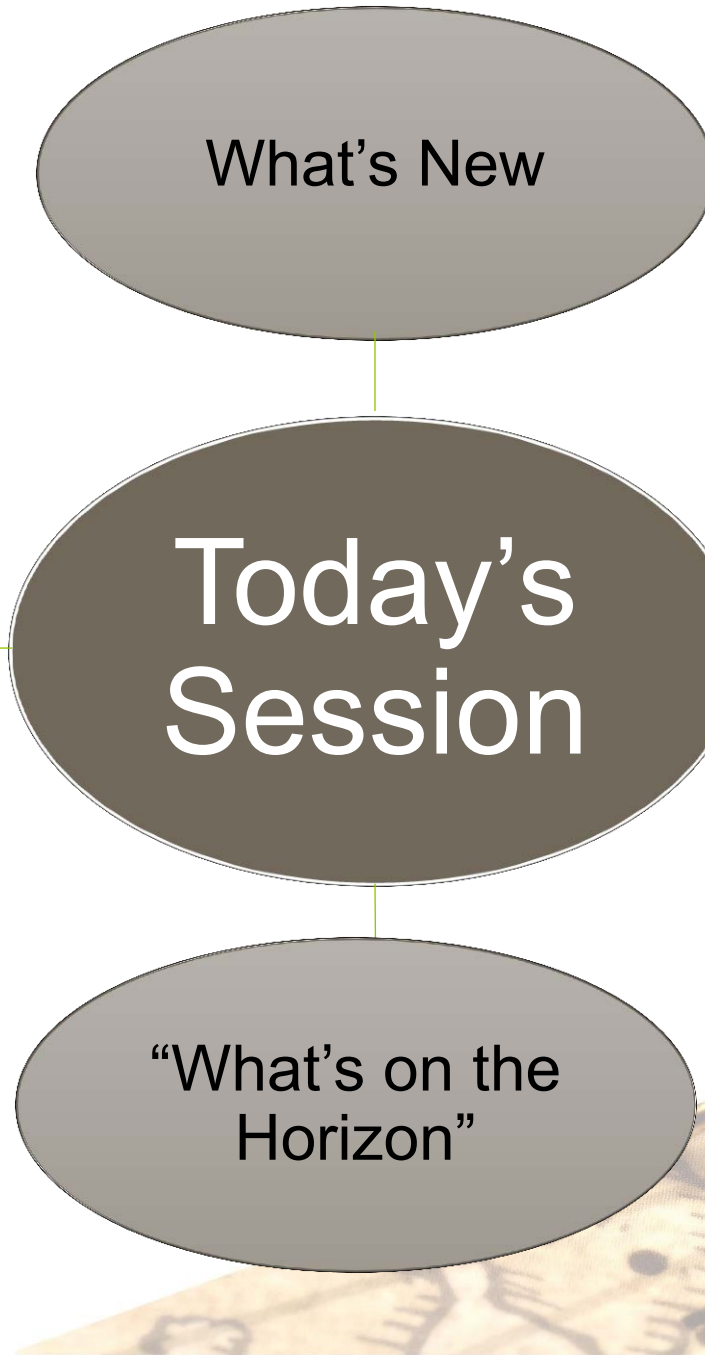
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Horizon”



Contracts without OPS or  
OGC Review/Approval

Initiate work before contract  
fully executed



In accordance with F.S. 501.0113, there is no obligation to the recipient when goods are delivered unsolicited. The statute specifically states “when unsolicited goods are delivered to a person, the person may refuse delivery of goods, or if the goods are delivered, the person is not obligated to return the goods to the sender. If unsolicited goods are either addressed to or intended for the recipient, they shall be deemed a gift and the recipient may use or dispose of them in any manner without obligation to the sender.”

# Who Can Sign A Contract?

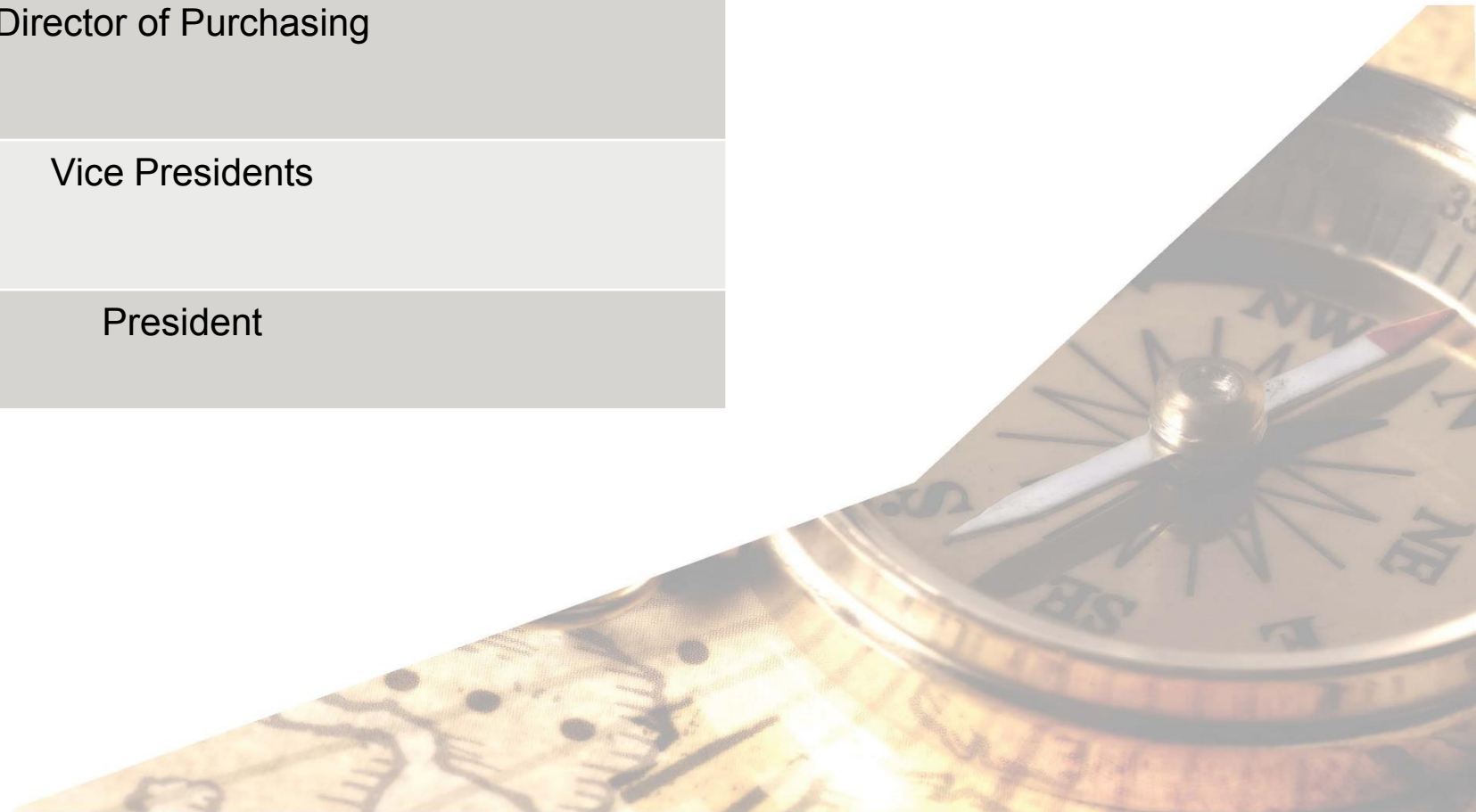
Listed on the OGC Website

## Signature Authority

Director of Purchasing

Vice Presidents

President





# Management Seminar 2015



Charting A New Course To  
Strategic Excellence

# ARE YOU RESPONSIBLE OR NOT?

Carrie Gavin, Director of Equal Opportunity Programs/Labor

Title IX Coordinator

674 Gamble St.

(850) 599-3076 or [carrie.gavin@famu.edu](mailto:carrie.gavin@famu.edu)

Tanya Tatum, Director of Student Health Services

116 Foote-Hilyer Administration Bldg.

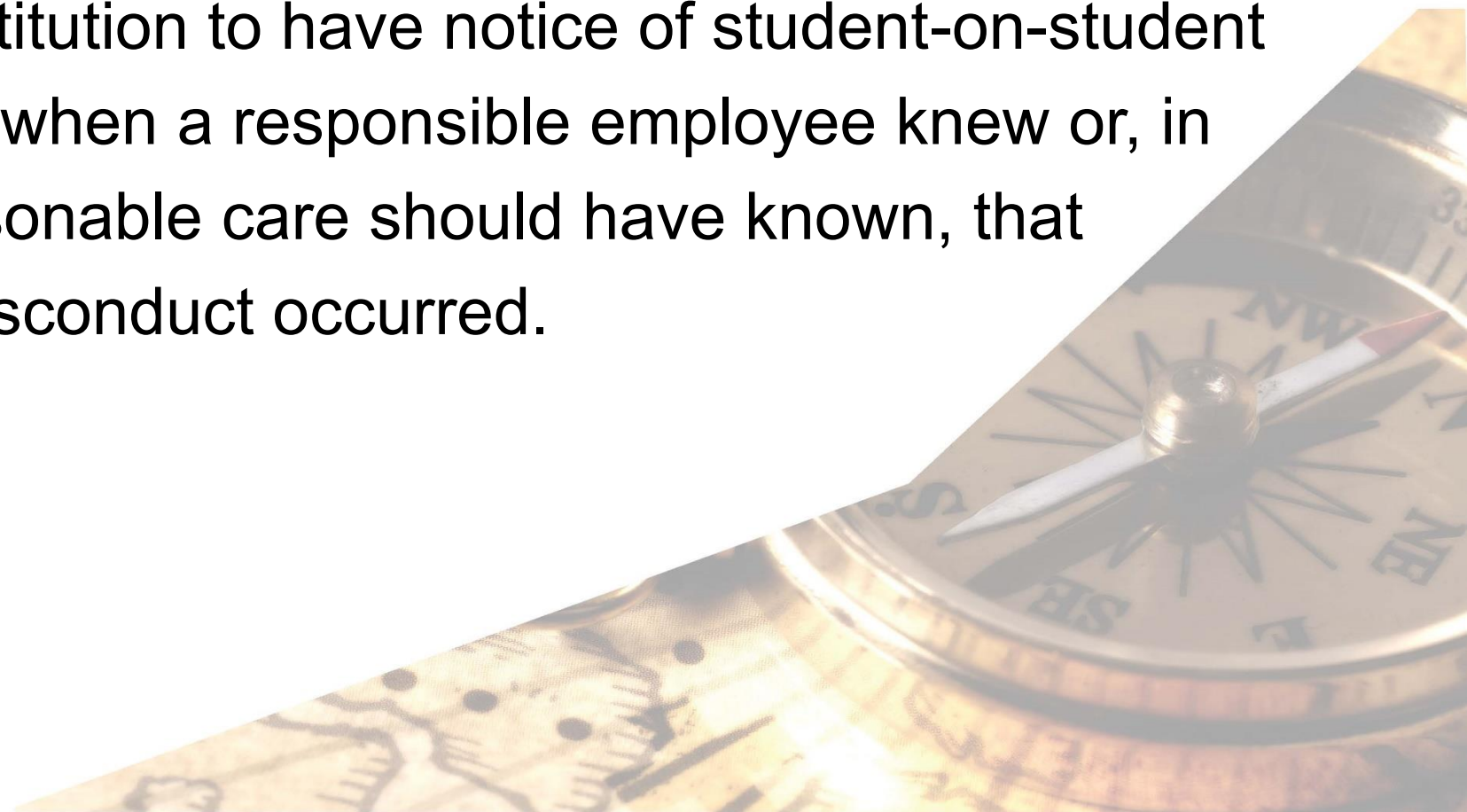
(850) 599-3777 or [tanya.tatum@famu.edu](mailto:tanya.tatum@famu.edu)





# RESPONSIBLE EMPLOYEES AND TITLE IX

- OCR deems an institution to have notice of student-on-student sexual harassment when a responsible employee knew or, in the exercise of reasonable care should have known, that harassment and misconduct occurred.



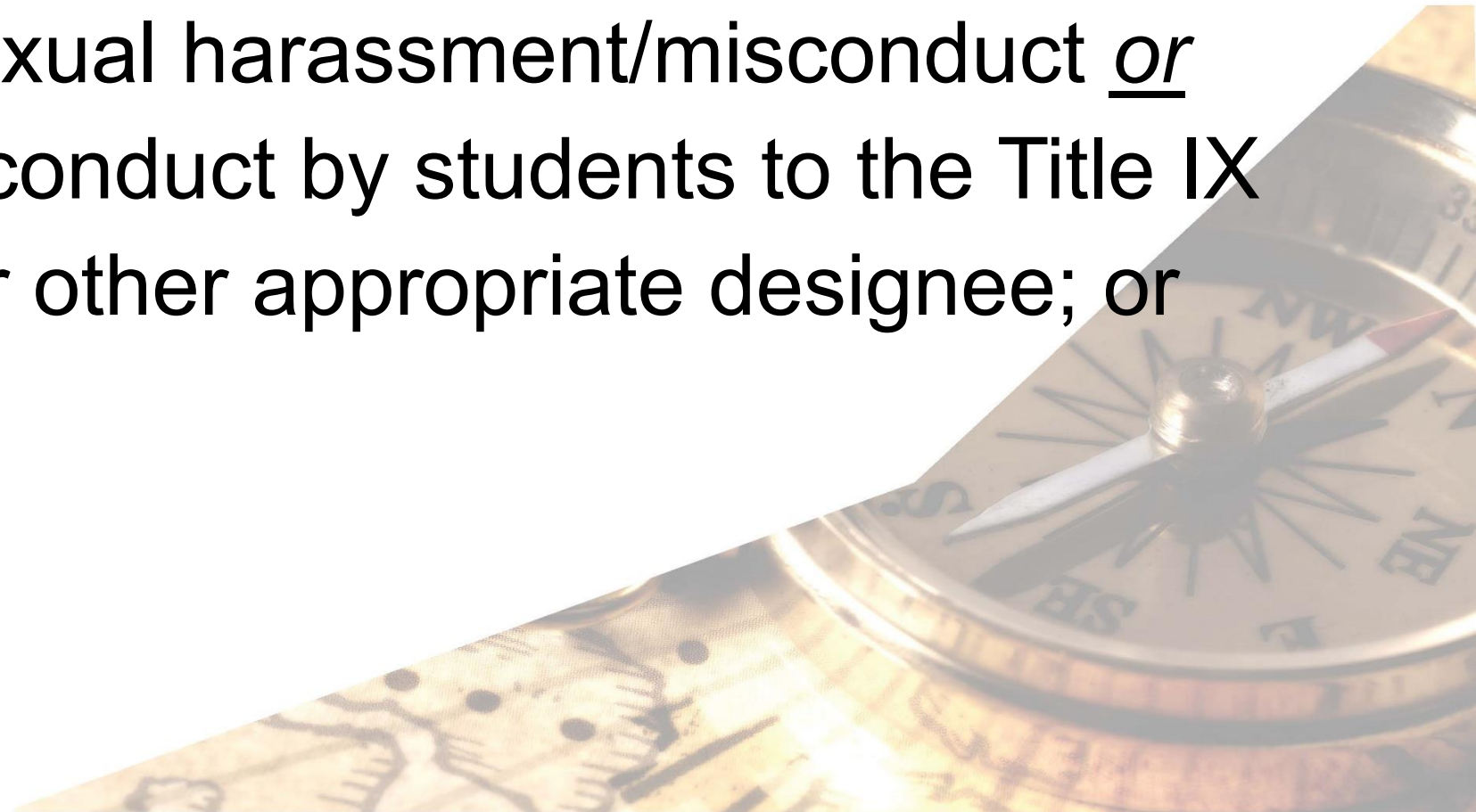


# A “Responsible Employee” is any employee:

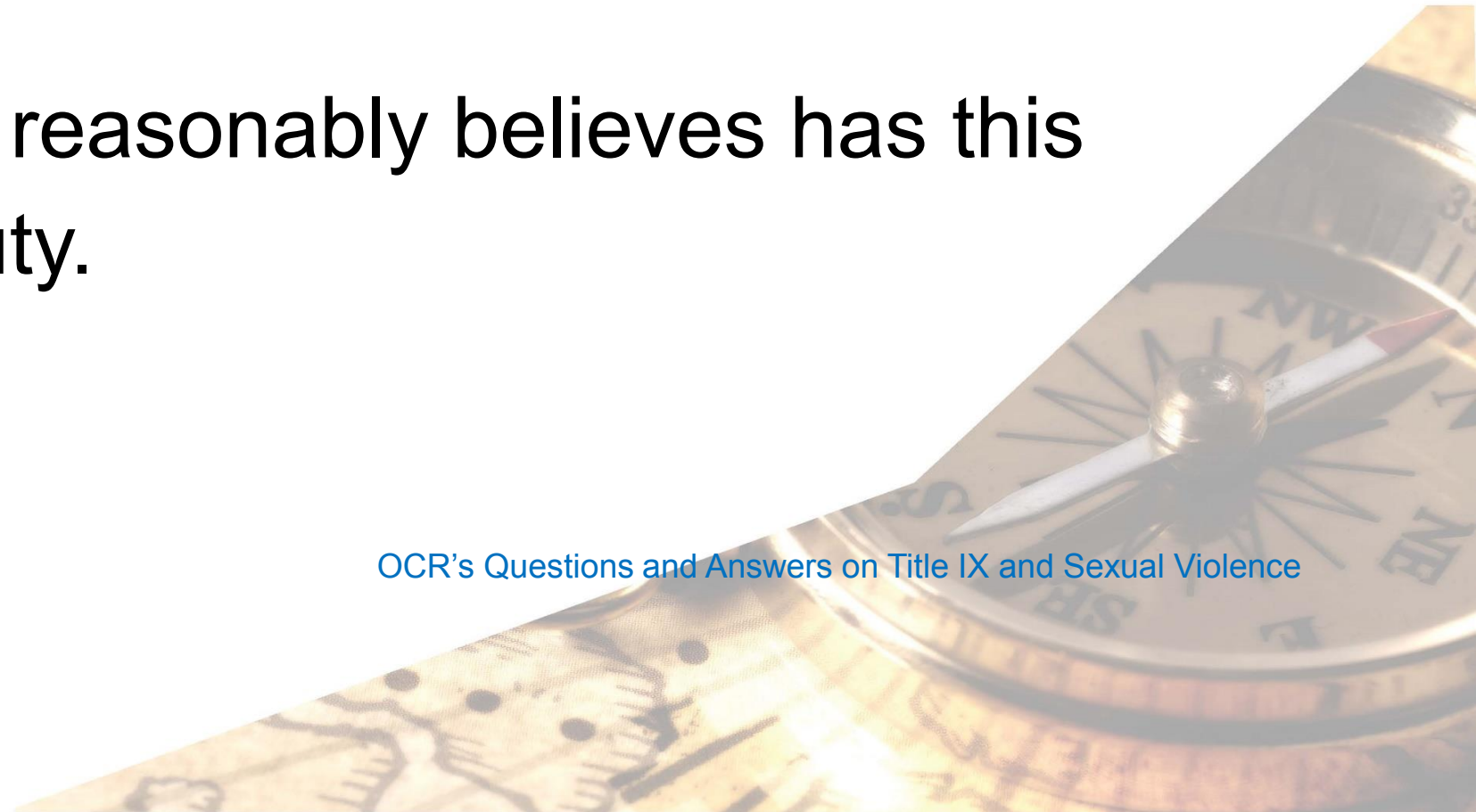
- 🕒 Who has the authority to take action to redress sexual harassment/misconduct;



- 🕒 One who has been given the duty of reporting incidents of sexual harassment/misconduct or any other misconduct by students to the Title IX Coordinator or other appropriate designee; or



- 🕒 who a student reasonably believes has this authority or duty.





# “Responsible Employees” at FAMU

 See attachment

*Subject to approval by Senior Management*





## Florida Agricultural & Mechanical University Board of Trustees Policy

<b>Board of Trustees Policy Number:</b> 2006-04	<b>Date of Adoption:</b> December 7, 2006 <b>Date of Revision:</b> April 22, 2010; June 6, 2013
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<b>Subject</b>	<b>Purchasing Cards</b>
<b>Authority</b>	Section 7(d), Art. IX, Fla. Const.; Board of Governors Regulations 1.001 and 18.001
<b>Applicability</b>	Any purchases made for University related business through the use of Purchasing Cards; any employees granted authorization for use of a Purchasing Card.

### I. Policy Statement

Florida A&M University (University) sponsors a Purchasing Card (PCard) program to enable authorized employees to make business-related purchases of goods, supplies and standard (not professional) services paid for directly by the University. The PCard provides employees with a cost-effective and convenient method of purchasing, thereby reducing the volume of individual payments processed by the University to vendors; streamlining the purchase process; reducing the payment processing time and expense; and providing an alternative to personal reimbursement. Thus, the program provides the University with a cost effective, convenient and decentralized method for certain University purchases to occur.

Since the University is liable to the financial institution issuing the PCard for the charges and remits payments directly to the financial institution, all purchases made through the PCard Program must comply with:

- University regulations, policies and procedures and all applicable governmental laws and regulations.
- Any special requirements of projects supported by sponsored funds, if the purchase relates to sponsored funds.
- Any administrative policies and procedures implemented by the Vice President of Administrative and Financial Services.

### II. Authority to Purchase

**A. Delegation of Authority** . A delegated University official is hereby authorized to purchase goods and/or services, directly from vendors, subject to the limitations contained in this policy. All PCard limits, including those for single transactions greater than \$1,000, are established at the time of approval by the PCard Administrator and the Vice President of Administrative and Financial Services.

**B. Responsibility** . With this delegation of authority comes the responsibility for departments to observe all University regulations, policies and procedures related to purchases and all applicable governmental laws and regulations that apply to commercial transactions via the PCard.

**C. Audit** . All University transactions, including those using this procedure, are subject to review by the Controller's Office as well as internal and external auditors for compliance with sound business practices, University regulations, policies and procedures, and all applicable governmental laws and regulations.

### III. **Criteria for Use**

**A. Basic Criteria** . Authorized University officials are eligible to obtain a PCard provided that they:

- receive approval from the appropriate Vice President and the Vice President of Administrative and Financial Services;
- complete a training session;
- sign the necessary agreement; and,
- adhere to this policy and other University PCard Policies and Procedures as implemented by the Vice President of Administrative and Financial Services.

**B. Uses Not Allowed** . The PCard shall not be used to make purchases in the following circumstances:

- Personal Expenses: Personal expenses are purchases that are not made on behalf of the University or for use by the University.
- Hazardous Materials.
- Cash Advances or cash.
- Cash for returned merchandise.
- Gifts.
- Gift Cards.
- A cardholder shall not split the cost of one single item (whether goods, supplies or services) into multiple payments in order to circumvent the dollar threshold.
- Other uses as determined by the Vice President of Administrative and Financial Services.

### IV. **Responsibilities**

**A. Cardholder Responsibilities** . An individual who is assigned a PCard has been granted the privilege to spend the University's funds for business-related expenses without a pre-transaction review. This privilege requires a signed



agreement by the cardholder attesting to his/her commitment and responsibility to comply with the terms and conditions of this policy, as the cardholder acts as a purchasing agent for the University and is issued a PCard associated with his or her official University duties.

The PCard cardholder is responsible for:

1. Within seven (7) calendar days of the transaction, provide sufficient documentation including original receipts and explanation of the business purpose of the purchase, in terms easily understood by an internal or external reviewer.
2. Ensuring that any expense paid by the PCard is not otherwise submitted for reimbursement or used for any inappropriate purpose.
3. Keeping his or her PCard confidential; lending the PCard is not allowed.
4. Verifying transactions for all purchases made on the PCard and ensuring transactions are correctly shown on monthly statement.
5. Adhering to all University policies and procedures governing the PCard.
6. Use of PCard for business purposes only in full compliance with University regulations, policies and procedures and all applicable governmental laws and regulations.

**B. Controller's Office Responsibilities** . To supplement, but not replace, the Cardholders' basic review responsibility, the Controller's Office reviews PCards each billing period. If incorrect or improper charges are found, the Controller's Office shall direct the person(s) responsible for the expenditures to correct the error. If excessive or repeated errors occur, additional training may be required or the PCard may be revoked.

**B. Office of Procurement Services** . Serves as the PCard Administration Office and administers the program including issuance, suspension and revocation of PCards. Review, on a sample basis, purchases to determine compliance with the University regulations, policies and procedures and all applicable governmental laws and regulations.

**V. Penalties for Misuse of the PCard**

Cardholders are subject to penalties for misuse of the PCard and/or failure to comply with University regulations, policies and procedures and all applicable governmental laws and regulations. Use of the PCard is a privilege based on trust. When the Cardholder signs the Cardholder Agreement, he/she acknowledges an understanding of the benefits of this privilege and an understanding of the penalties for misuse of the PCard. The failure to use the PCard in compliance with this policy, or the failure to provide sufficient documentation can result in the suspension or revocation of the PCard and possible disciplinary action including, but not limited to, employee termination, as well as the filing of criminal charges.

**VI. Related Procedures**

The Vice President of Administrative and Financial Services shall create administrative procedures to implement this policy.

## **FAMU BOT POLICIES**

- 2006-04**      **Purchasing Cards**
- 2006-05**      **Motor Pool and Vehicle Use Policy**
- 2008-01**      **University Communication/Media Policy**
- 2014-01**      **Export Control Policy**





## Florida Agricultural & Mechanical University Board of Trustees Policy

**Board of Trustees Policy Number:**  
2006-05

**Date of Adoption/Revision:**  
September 23, 2010

<b>Subject</b>	<b>Motor Pool and Vehicle Use Policy</b>
<b>Authority</b>	<b>Sections 1001.74 and 1001.75, Florida Statutes; University Regulations, Chapter 8 (Motor Pool)</b>
<b>Applicability</b>	This policy pertains to all Florida A&M University (FAMU or University) owned and operated motor vehicles, all University Departments which own and operate such motor vehicles, and all University employees operating such University owned and operated vehicles.

### **I. Policy Statement and Purpose**

This policy provides the basic guidelines regarding the acquisition, ownership and use of University owned and operated vehicles. The proper utilization of University vehicles minimizes University transportation costs and liability, and helps ensure the safeguarding of University personnel and resources. This policy seeks to provide for the safe operation of University vehicles as well as their appropriate stewardship.

- A. No University department shall purchase, lease or otherwise acquire any motor vehicle without prior written approval of the University President or the President's designee. This shall not apply to the temporary lease (less than 30 days) of a vehicle for the use of an employee to conduct normal University business where the cost does not require the use of formal competitive solicitation. If a vehicle is to be purchased with grant funds, the approval of the Vice President for Research shall also be obtained. Approval by the President or the President's designee does not relieve the department of the responsibility for complying with University purchasing rules or other laws regarding the acquisition or retention of motor vehicles.
- B. All University-owned or leased motor vehicles shall be part of the University Motor Pool. Such motor vehicles include, but are not limited to; vehicles purchased with education and general (E & G), contracts and grants (C & G) or activities and service (A & S) funds and vehicles that are donated to the University.
- C. Each University-owned or leased motor vehicle shall carry an official state license plate which is issued for each individual motor vehicle. The University logo or insignia shall be appropriately displayed on each vehicle.
- D. University-owned, leased, or rented motor vehicles shall be used only in connection with official University business and activities which officially promote the mission of the University. These motor vehicles shall be driven only by licensed drivers who are designated University Faculty, USPS, A&P, Executive Service and OPS employees. Personal use of University motor vehicles is prohibited.

- E. All authorized operators of University-owned, leased, or rented motor vehicles shall carry a current, valid and appropriate driver's license.
- F. All authorized operators of University-owned, leased, or rented motor vehicles designed to transport passengers shall carry a current, valid and appropriate commercial driver's license. Only University faculty, staff, and OPS employees with a valid Class A, B, or C driver license with ENDORSEMENT 'P', can operate or transport personnel in vans designed to seat sixteen (16) or more passengers.
- G. The appropriate license class and endorsement for the specific type of vehicle shall be obtained from the University Risk Manager.
- H. All fines and penalties resulting from the failure to comply with federal, state and local laws, administrative rules and ordinances by an operator of a University vehicle are the personal responsibility of the vehicle operator. The University will assume no responsibility. Failure to comply with such regulations shall be considered improper use of the vehicle and could subject the operator to disciplinary action, up to and including termination.
- I. Failure to report an accident involving a University Vehicle as set forth herein shall be considered improper use of the vehicle and could subject the employee to disciplinary action, up to and including termination.

## II. Definitions

- A. *Administrative Head* - the appropriate Vice President, Associate Vice President, Assistant Vice President, Director, Dean, Chair or Manager.
- B. *Department* - any College, School, department or equivalent unit.
- C. *Motor vehicle* - any automobile, watercraft, truck, golf-carton other vehicles designed for transportation of persons and construction vehicles or farm equipment.
- D. *Authorized University Official* – all University faculty, USPS, A&P, OPS and currently enrolled students who have been authorized to drive a University vehicle for university related business and activities.

## III. Responsibilities

- A. **University President/President's Designee** – provide written approval for the acquisition of all University owned or leased motor vehicles; make temporary exceptions to vehicle assignments in the case of extraordinary circumstances; and provide written authorization for persons other than University officials, employees and students to travel in or use University-owned, leased or rented vehicles.
- B. **Plant Operations and Maintenance** – process and maintain all titles, license plates and vehicle numbers for University-owned and leased vehicles; maintain the Special

Assignment Vehicle Certification list; ensure the inspection, service and report of all University-owned and leased vehicles; receive reports of all unsafe vehicles conditions; and manage and assign all University-owned and leased vehicles in accordance with the following:

i. Motor Pool Assignment (Class A)

All University-owned or leased motor vehicles not otherwise assigned shall be considered Motor Pool vehicles. These vehicles shall be centrally controlled by the Office of Construction and Facilities Management and made available for specific trips and returned to the Motor Pool upon completion. Pool vehicles may not be driven to an employee's home, unless the employee is departing or returning from an official trip away from his/her headquarters under circumstances which make it impractical to use other means of transportation or when the employee needs the use of the vehicle after completion of the regular work day to conduct University business on the same day or before normal working hours on the next day.

ii. Limited Assignment (Class B)

The Associate Vice President for Construction and Facilities Management or designee may assign a University-owned, leased, or rented vehicle to a college or department which requires that an employee(s) have full-time use of a vehicle during regular working hours for 15 or more work days per month. The vehicle will remain parked at the assigned office overnight when not in use.

iii. Special Assignment (Class C)

With express written approval from the President or President's designee, the Associate Vice President for Construction and Facilities Management may assign University-owned, leased, or rented vehicles which may be driven to and from an employee's home when used for the purpose or under the conditions stated below:

- Perquisite -An employee is entitled to the use of a vehicle by virtue of his/her position and such is approved and authorized, in writing, as a perquisite by the President or President's designee.
- Law Enforcement -An employee is subject to special emergency calls from his/her residence for law enforcement.
- Emergency Service -An employee is subject to emergency calls from his/her home for the protection of life or property.

- C. **Administrative Head** – properly operate, use and maintain vehicles assigned to the specific department; provide a list of authorized operators to the University Risk Manager and Department of Environmental Health and Safety by June 10, for the upcoming fiscal year; obtain necessary approvals to acquire vehicles; confirm delivery and specification(s) compliance with the University Purchasing Department; verify that title and registration are appropriately processed by the department; obtain appropriate vehicle assignment from the Department of Plant Operations and Maintenance; maintain vehicle use logs; submit current vehicle information; report unsafe conditions



<b>BOT POLICY:</b>	<b>POLICY NO: 2006-5</b>	<b>PAGE: 4 of 5</b>
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to the Department of Plant Operations and Maintenance for necessary repairs and recordkeeping purposes; and distribute this Policy to all authorized operators within his/her department. day

- D. ***University Purchasing Office*** – acquire motor vehicles in accordance with applicable University regulations, policies and procedures; upon delivery of motor vehicles, inspect, in coordination with the respective department, vehicles for compliance with specifications and damage; ensure that all required documents are provided to the FAMU Department of Plant Operations and Maintenance.
- E. ***University Property Office*** – properly tag and record vehicles in the University property records; conduct annual physical inventory of all University-owned motor vehicles; provide assistance with the disposal of vehicles as surplus property in accordance with Chapter 273, Florida Statutes; and remove motor vehicles from the University property records.
- F. ***University Risk Manager*** – maintain the official list of designated operators of University-owned, leased or rented motor vehicles with a copy of their respective driver’s license; after the initial receipt of information, obtain verification of the validity of driver’s licenses and special license restrictions from the Florida Department of Highway Safety and Motor Vehicles; and conduct verifications of driver’s licenses and special license restrictions periodically during each fiscal year.
- G. ***Authorized University Official*** – The driver or operator of the University vehicle has ultimate responsibility for seeking and possessing information about driving safety and road regulations. The driver or operator must:
  - 1. Have a valid driver’s license.
  - 2. Notify his or her administrator/supervisor of any change in license status.
  - 3. Obtain the necessary approvals to be an Authorized University Official and complete all necessary paperwork for the use of the University Vehicle
  - 4. Use University vehicles for official university business and activities only.
  - 5. Operate a University vehicle in accordance with university regulations and applicable state laws.
  - 6. Assume responsibility for any and all fines or traffic violations associated with use of a University vehicle.
  - 7. Never release control of a University vehicle to family members, friends or others.
  - 8. Immediately report all accidents or vehicle damage incurred while operating a University vehicle.

#### **IV. Vehicle Forms**

- A. Service Vehicle Mileage Log (Attachment A);
- B. General Purpose Vehicle Trip Log (Attachment B); and,
- C. Operator Maintenance/Repair Checklist (Attachment C).

**V. Accidents Involving University Vehicles**

- A. *Accidents on Campus* – If anyone driving a University vehicle is involved in an accident on the University's campus, a report must be made immediately to the University Police.
- B. *Accidents off Campus* – If a University vehicle, including a rented vehicle, is involved in an accident off University property, the report of the accident must be made at once to the local police, sheriff, highway patrol or other jurisdictional division in accordance with law. The driver or operator shall inform Plants Operation and Maintenance, his or her supervisor and the Risk Manager of the accident, as soon as practicable, if the accident occurred in a University owned vehicle.
- C. *Rented Vehicles* - The use of rented vehicles in connection with official university business or activities is subject to the same procedures that apply to University owned vehicles if there is an accident.

**VI. Related Procedures**

The Associate Vice President for Construction and Facilities Management will create procedures in furtherance of this policy to govern motor pool and vehicle use activities.



## Florida Agricultural & Mechanical University Board of Trustees Policy

**Board of Trustees Policy Number:**  
**2008-01**

**Date of Adoption/Revision:**  
February 12, 2008

<b>Subject</b>	<b>UNIVERSITY COMMUNICATION/MEDIA POLICY</b>
<b>Authority</b>	
<b>Applicability</b>	

### **I. Policy Statement and Purpose**

As a public university supported with tax dollars, Florida A&M University (FAMU) has a responsibility to be open and responsive to requests for information from the public and the news media.

Faculty and staff are encouraged to give interviews to the media when asked, and to provide information on matters within their field of expertise in a timely and courteous manner. The Office of Public Relations serves as a tool to help reporters find the right person to interview for a topic. As a courtesy, however, if faculty/staff agree to participate in an interview, please contact the Office of Public Relations so we may obtain a copy of the article and keep it in our files.

If you are not experienced in handling questions from the media, or have not established a relationship with the journalist requesting information, please feel free to contact the Office of Public Relations for tips on interviewing (i.e. answering questions for print media versus broadcast) or to address any concerns.

Administrators, faculty and staff should consult with the Office of Public Relations or the Office of the General Counsel if they have questions about releasing information that may be of a sensitive nature, (for example the firing of an employee, murder investigation or sexual harassment). If you are faced with a potentially controversial situation, it is crucial that you discuss the matter with the communications staff in the Office of Public Relations before it becomes public. In instances where there is a question about the legality of releasing information, the Office of Public Relations and any other campus units receiving information requests should consult with the University's General Counsel.

#### **a. UNIVERSITY SPOKESPERSON**

President is the official spokesperson of the university. The President has designated the executive assistant to the president for Public Relations and Chief Communications Officer

as the official spokesperson in matters of weather emergencies, crisis situations and other occasions. This individual also provides the point of contact between media and university resources and provides referrals to proper sources of information within the university community.

**b. PRESS RELEASES**

The Office of Public Relations prepares and distributes all press releases to local, regional, and national media except releases regarding sports-related activities. The press releases range from major stories about achievements by faculty, administrators and students to public service announcements. Some stories may be distributed only to the local media depending on the subject and relevance.

**c. OFFICE OF SPORTS INFORMATION**

The Office of Sports Information is responsible for publicizing information regarding FAMU's intercollegiate varsity athletic teams. The office publishes all athletic publications and news releases, coordinates athletic photography, maintains statistical data on teams, maintains athletic web pages and serves as the department's contact with the NCAA and the Mid-eastern Athletic Conference. The Sports Information Director will ensure compliance with FAMU's graphic identity and technical standards, including athletic marketing and publications.

**d. ADVERTISING**

The Executive Assistant to the President for Public Relations and Communications or the designee must approve in advance all paid advertising (print, broadcast, billboard and radio) and student recruitment, marketing and fund-raising videos. This does not include paid ads for hiring personnel.

**e. ADVERTISEMENTS BY EXTERNAL AGENCIES, BUSINESSES, ORGANIZATION**

External agencies, businesses, organizations, etc. must submit a copy of the advertisement to the Office of Public Relations for approval. Authorized advertisement must display the Public Relations stamp of approval before being posted on campus or appearing in University Publications.

**f. PHOTOGRAPHIC SERVICES**

The university has a full-time photographer and provides photographic services for the campus. Photographic assignments for the University's programs and activities are also the responsibility of the Public Relations Office. University officials and students who desire photographs for university related activities must receive approval from the Public Relations Office. A request for photographic services form must be completed and returned to the Public Relations Office at least three days before the planned activity.



## **PUBLICATIONS & STYLE POLICY**

### **II. Policy Statement and Purpose**

Externally distributed publications must be reviewed by the Office of Publications to guarantee that all publications representing Florida A&M University demonstrate a consistent message and image. The publications office will review materials based upon the established printing guidelines. In general, these guidelines apply to official university Web sites, as well.

Exceptions include publications edited and produced by students, fliers or posters for events funded by student activities fees, internal office correspondence, faculty works, textbooks and materials for classroom use.

A successful identity program is dependent on the cooperation of all members of the University community; therefore, resulting in improved communications.

Official publications that offer pertinent information about Florida A&M University, its purpose, objectives, programs of instruction, public services and information for prospective students, faculty and staff are published through the Publications Office. These publications include: catalogs, schedules, reports, handbooks, manuals, brochures, recruitment materials, directories and other general information documents.

The Office of Publications is the starting point for all projects produced in the university print shop for an external audience. University Publications is charged with interpretation and control of all institutional publications involving the use of the name seal, and/or logos of the University. This responsibility is carried out primarily through a University Identity Program, which sets editorial style, typography and graphic standards, including the use of the FAMU shield and seal for all publications.

#### **g. USE OF SEAL**

The official seal of Florida A&M University is used only for formal usage, i.e., for diplomas, invitations to University functions or official University statements. The presence of the seal authenticates publications as an official document from Florida A&M University. The use of the university shield or logo, must be approved by the Office of Publications.

#### **h. USE OF OTHER UNIVERSITY LOGOS**

The University shield, "*Excellence With Caring*," institutional logos, "*Rattler*" and "*FAMU*" may be used in publications requiring a symbol of identity, such as catalogs, handbooks, brochures, programs, fliers, invitations, bookmarks, posters and paraphernalia. Generally, one logo per publication is sufficient. However, before deciding to design a publication on your own, consult with the Office of Publications.

#### **i. REQUEST FOR UNIVERSITY LOGOS**

Requests for camera-ready copies of the official and other university logos should be

made through the Office of Publications. Scanned or modified versions of Florida A&M University logos are in direct violation of university publications policy.

#### **j. OFFICIAL FAMU COLORS**

The official colors of Florida A&M University are orange and green. More specifically, the correct orange to use on any printed material is Pantone Matching System number 151 (PMS 151). The university uses Pantone Matching System number 348 (PMS 348) as its official green. Using the above specifications will insure that the University's colors are consistent.

#### **k. UNIVERSITY LISTIING**

The acceptable listings for Florida A&M University are in keeping with the national trend of reference to entities or institutions by acronym, which should not be confused with abbreviations.

*Acceptable listings:*

1. Florida Agricultural and Mechanical University (formal, used for invitations, letterhead, etc.)
2. Florida A&M University (most frequently used)
3. FAMU
4. A&M (with no space between characters)

*Listings to avoid:*

1. Florida A and M University
2. Florida Agricultural & Mechanical University
3. Florida A. and M. University
4. F.A.M.U.
5. A. & M.
6. A & M

#### **I. OFF-CAMPUS PRINTING JOBS**

Some larger jobs require that printing be done off-campus. The Office of Publications is ultimately responsible for ensuring that all publications are in line with guidelines, therefore, it is wise to consult with our office before seeking outside printing advice.

Outside printing jobs require a completed publication request form, specifications form, cost computation worksheet and required statement of cost and purpose — and other supporting documents from the Office of Publications. These forms must be submitted prior to clearance for printing/production.

It is suggested that a minimum of three price quotes from selected vendors be requested. The vendor with the lowest bid for the job is normally selected for the contract.

To proceed with printing production, a completed and signed requisition should be submitted to the Office of Publications for clearance and approval.

**m. LETTERHEAD, ENVELOPES AND BUSINESS CARDS**

All Florida A&M University letterhead, envelopes and business cards are standardized to provide consistent institutional identity. Once that identity has been established, the Publications Office is responsible for enforcing the visual identity.

A standard format has been established for University letterhead and envelopes. All units of the University must use only the standard format. The Office of University Publications will help prepare specifications upon request.

**i. LETTERHEAD**

Letterhead is not to be personalized. Business cards are the appropriate place for such personalized information. The names of departments as they appear on stationery is strictly controlled by the University. Prior approval for changes or additions must be requested through the Office of University Publications.

**ii. BUSINESS CARDS**

The card includes the individual's name, title, position, business address, telephone, suncom and fax numbers and e-mail address. University personnel wanting to purchase business cards should consult staff in the Office of Publications for assistance.

**n. REQUIRED STATEMENTS**

All publications produced by FAMU, costing in excess of \$15,000, which are not working documents (documents used in the normal routine of work including test papers, office forms, general correspondence, etc.) must contain the following statement of cost and purpose:

This public document was promulgated at a total cost of \$ \_\_\_\_\_, or \$ \_\_\_\_\_ per copy, to (state purpose of the document).

This statement should be displayed in a conspicuous manner, enclosed in a two-point box, and should be the same size as the body type of the publications. Suggestions: inside front cover, inside back cover, first page. Also the document should display on either the inside front cover, the first page, the inside back cover or the outside back cover the following: "FAMU is an Equal Opportunity/Equal Access University."

**o. RESTRICTIVE PRINTING**

<b>BOT POLICY: UNIVERSITY COMMUNICATION/MEDIA POLICY</b>	<b>POLICY NO: 2008-01</b>	<b>PAGE: 6 of 6</b>
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Devices for use in lotteries, raffles or other regulated games of chance will be produced only after appropriate written authorization has been granted and presented. Copyrighted materials need permission from the copyright holder. Clearance is granted through the Office of Publications.

<b>Applicability</b>	
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## Florida Agricultural & Mechanical University Board of Trustees Policy

**Board of Trustees Policy Number:**  
**2014-01**

**Date of Adoption: September 11, 2014**  
**Date of Revision:**

<b>Subject</b>	<b>EXPORT CONTROL POLICY</b>
<b>Authority</b>	Export Administration Regulations (Department of Commerce), 15 C.F.R. Parts 730-774; <b>TAR.</b> International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130; <b>OFAC.</b> U.S. Department of Treasury, Office of Foreign Assets Control Sanctions Program and Country
<b>Applicability</b>	This policy is applicable to all members of the Florida A&M University community including employees, faculty, students, researchers, contractors, and collaborators engaged in University research, education, and services.

### **I. Purpose and Policy Statement**

#### **A. Background and Purpose**

In order to enhance U.S. national security, trade, economic competitiveness, and anti-terrorism efforts, the federal government requires individual, state and private entities that engage in international transactions to comply with U.S. export control laws and guidelines which restrict the export of certain items, commodities, and materials and requires the issuance of export licenses. U.S. export control laws govern the release of technology, technical data, software, and information to foreign nationals within or outside of U.S.; the furnishing or shipment of defense services or articles to foreign individuals in the U.S. or abroad; and the ability to export or transact with certain individuals, entities or countries.

Universities and colleges are not exempt from these laws and regulations and, as a result, federal regulations may require the University to obtain permission from the U.S. Department of State, the U.S. Department of Commerce, or the U.S. Department of Treasury, Office of Foreign Assets Control before allowing foreign nationals to participate in research involving specific technologies or before sharing research information with persons who are not citizens of the United States or permanent resident aliens (e.g. foreign national employees, professors, students, researchers, or other foreign national collaborators).

#### **B. Policy Statement**

As a public institution of higher education, Florida A&M University (%FAMU+ or %University+) networks, employs and collaborates with international partners on research, education and services through the establishment of international exchange programs, education of international students, attendance at conferences abroad, payments to foreign entities/individual, and the co-authorship of many international business ventures. It is the policy of FAMU that, absent extraordinary circumstance, teaching, research, and service will be accomplished openly and without prohibitions or restrictions on the publication and dissemination of the results of academic and research activities while complying with U.S. export law and regulations and pursuing applicable exemptions.

FAMU is committed to the highest level of compliance with the provisions as to export control established by the U.S. Department of Commerce through its Export Administration Regulations (%EAR+), the U.S. Department of State Controls through its International Traffic in Arms Regulations (%ITAR+), the Arms Export Control Act (%ECA+), and the Department of the Treasury Office of Foreign Assets Control (%OFAC+). The University is also dedicated to educating its employees, professors, students, researchers, contractors, and collaborators about the applicability of U.S. export control laws and regulations in the University setting and will resolve to conduct research in harmony with U.S. export control laws and regulations.

### C. Administration and Compliance Roles

FAMU's export control compliance program is administered under the authority of the Vice President for Research and such authority is delegated to the Director of the Export Control Compliance Office. The daily management of export compliance at FAMU is carried out by an export control specialist/Director within the Division of Research. All export control license applications on behalf of FAMU are processed by and through the Export Control Compliance Office.

However, it is the responsibility of University faculty, officers, staff, students, administration and collaborators to be aware of the export control requirements under the regulations and the compliance program administered by the Export Control Compliance Office. For example:

- For sponsored projects, it is the responsibility of the principal investigator to ensure that the sponsored project is consistent with the export control regulations, this policy and applicable University procedures.
- If the export activity is not a sponsored project, it is the responsibility of the exporter to ensure the export is consistent with the export control regulations, this policy and applicable University procedures.

Additional Departments/Offices within the University with such responsibilities include without limitation: Environmental Health and Safety, Procurement, Controllers Office, Travel Office, International Education and Development, and Human Resources.

### II. General Information

The EAR concerns dual-use technologies, materials, items, software, and technology. The ITAR relates primarily to defense articles and services and related technical data. The OFAC regulates travel and business activities with sanctioned and embargoed countries as well as certain individuals designated on the Specially Designated Nationals (SDN) list - available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

Most of the activities conducted on campus will not involve licensing requirements and will be eligible for exclusions under fundamental research exclusion, the publicly available or public domain information exclusion, or the educational exclusion. For those activities that do not fall within the exclusions, each employee is personally responsible and liable for safeguarding export-controlled data/information, i.e. controlled technology or technical data, as required by the federal government or determination by FAMU that an export license exception or exemption is required before a foreign person or foreign national may be given access to items or technology technical information controlled by either the U.S. Department of Commerce or the U.S. Department of State. No release of classified information (i.e. confidential, secret, top secret) is permitted unless the entity has the proper security level clearance and a documented need to know for that specific information.

For a comprehensive list of the items and activities that are designated as falling under the EAR, refer to Title 15 Part 774 of the Export Administration Regulations, accessible at <http://ecfr.gpoaccess.gov>. For details on how to comply with the federal regulations on export, such as the process for licensing the items, visit the U.S. Bureau of Industry and Security website at <http://www.bis.doc.gov/licensing/exportingbasics.htm>.

### III. Penalties

Individuals who violate U.S. export control laws and regulations are subject to civil and criminal sanctions and the University is subject to administrative sanctions, monetary fines, and loss of research funding and export privileges.

Pursuant to 22 U.S.C.S., sections 2278 through 2780, the federal government has established penalties for failure to comply with U.S. export control regulations. Such criminal and civil penalties for unlawful export and disclosure of information may include the following:

A. ITAR: Criminal penalties can reach up to \$1 million per violation and 10 years imprisonment for

individual willful violations. Civil penalties imposed upon departments, agencies, and officials can reach up to \$500,000 per violation. A university found to be in violation of ITAR regulations can be debarred from contracting with the government and could lose its export privilege.

- B. **EAR:** Criminal violations by the University can incur penalties up to \$1 million for each willful violation. For individuals, these penalties can reach up to \$1 million or 20 years imprisonment, or both, per violation. Civil penalties for both the university and individuals can reach up to \$250,000 per violation, or two times the value of the export, whichever is greater. These violations can also result in a denial of export privileges as well as other potential collateral penalties.
- C. **OFAC:** Penalties will range depending upon the sanction regime in question. Criminal violations by the University can reach up to \$1 million, and criminal penalties for individuals can reach \$1 million or 20 years in prison, or both. Civil penalties can be imposed up to \$250,000 per violation, or two times the transaction in question, or both.

In addition, failure to adhere to the policies and guidelines developed may be grounds for disciplinary action under applicable University regulations and collective bargaining agreements.

#### IV. Definitions

Additional and comprehensive definitions are found in the federal laws, regulations referenced herein.

- A. **Actual Export.** Technology or information leaving the shores of the United States.
- B. **Deemed Export.** An export of technology or source code (except encryption source code) is deemed to take place when it is released to a foreign national within the United States. This release of technology can be orally through conversation or training, or visually by reading training specifications, plans or blueprints.
- C. **Dual-use item.** Items that can be used both in military and other strategic uses and in civil applications.
- D. **Export.** Any item that is sent from the United States to a foreign destination is an export. Items include commodities, software or technology, such as clothing, building materials, circuit boards, automotive parts, blue prints, design plans, retail software packages and technical information. How an item is transported outside of the United States does not matter in determining export license requirements. Regardless of the method used for the transfer, the transaction is considered an export. An item is also considered an export even if it is leaving the United States temporarily, if it is leaving the United States but is not for sale (e.g., a gift), or if it is going to a wholly-owned U.S. subsidiary in a foreign country. Even a foreign-origin item exported from the United States, transmitted or transshipped through the United States, or being returned from the United States to its foreign country of origin is considered an export. Finally, release of technology or source code subject to the EAR to a foreign national in the United States is deemed to be an export to the home country of the foreign national under the EAR. (See <http://www.bis.doc.gov/licensing/exportingbasics.htm>). The official definition of export under the EAR and ITAR should be consulted when determining whether a specific act constitutes an export.
- E. **Foreign National.** Any person who is not a U.S. Citizen or national; U.S. Lawful Permanent Resident; Person granted asylum; Person granted refugee status; or Temporary resident (does not include persons who hold status such as F-1, J-1, H-1, L-1 etc., or those in or outside the U.S. without status). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).
- F. **Fundamental Research.** Basic or applied research in science and engineering performed or conducted at an accredited institution of higher learning in the United States where the resulting information is ordinarily published and share broadly in the scientific community. Fundamental research is distinguished from research that results in information that is restricted for proprietary reasons or national security reasons pursuant to specific U.S. government access and dissemination controls. However, University research is not considered

fundamental research if:

1. The University accepts any restrictions on publication of the research results, other than limited prepublication reviews by research sponsors to prevent inadvertent disclosure of the sponsor's proprietary information or to insure that publication will not compromise patent rights of the sponsor;
2. The research is federally funded and specific controls over the access to and or dissemination of the research results have been contractually accepted by the university; or
3. Forbids participation of foreign persons.

G. **Hardware.** Any article, material, or supply except technology and software.

H. **License.** A document bearing the word "license" issued by the Directorate of Defense Trade Controls or its authorized designee which permits the export or temporary import of a specific defense article or defense service.

I. **Publicly Available.** Information that falls within any one of the following categories: Information or software that is or will be published; Information that arises during or results from fundamental research; Educational information; or Information in certain patent applications such as a patent application being sent to a foreign country to obtain the signature of an inventor who is a co-inventor with a person residing in the United States.

J. **Reexport.** An actual shipment or transmission of items subject to export regulations from one foreign country to another foreign country. For the purposes of the EAR, the export or reexport of items subject to the EAR that will transit through a country or countries to a new country, or are intended for reexport to the new country, are deemed to be exports to the new country.

K. **Software.** A collection on one or more programs or microprograms fixed in any tangible medium of expression.

L. **Technical Data or Technology.**

1. **EAR 772.1** . Technology is the specific information necessary for the development, production, or use of a product.
2. **ITAR 120.10** . technology is information required for design, development, production, manufacture, assembly operation, repair, testing, maintenance, or modification of controlled article.

M. **EAR.** Export Administration Regulations (Department of Commerce), which are available at 15 C.F.R. Parts 730-774.

N. **ITAR.** International Traffic in Arms Regulations, available at 22 C.F.R. Parts 120-130.

O. **OFAC.** U.S. Department of Treasury, Office of Foreign Assets Control Sanctions Program and Country, available at <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

**V. Procedures, Approvals/Responsibilities**

The President or President's designee (Vice President for Research) shall create procedures in furtherance of this policy to govern sponsored research activities.



## FAMU BOT REGULATIONS

- 1.019 University Code of Conduct
- 2.012 Conduct, Student Code of
- 2.013 Due Process, Other Rights and Responsibilities
- 2.028 Anti-hazing
- 6.001 Purchasing Program
- 6.002 Standard of Conduct
- 6.003 Definitions
- 6.004 Duties of Purchasing Department
- 6.005 Purchase of Commodities and Contractual Services
- 6.007 Sponsored Research Exemptions
- 10.102 Classification; Compensation (see also attached Policy 2005-15 – Separation and Return of Academic Administrators to Faculty)
- 10.103 Non-Discrimination Policy and Discrimination and Harassment Complaint Procedures
- 10.131 Employee Background Screening and Fingerprinting

## Regulations of Florida A&M University



### 1.019 University Code of Conduct

(1) *Applicability.* This Code of Conduct applies to the following members of the University community: a) faculty, staff and students who are paid for working for the University; b) consultants, vendors and contractors and other individuals using University resources or facilities, or receiving funds administered by the University; and c) individuals who perform services for the University as volunteers and who assert an association with the University. Any reference to the University community as provided in this policy shall refer to all of the above persons.

(2) *Preamble.* As members of the Florida Agricultural and Mechanical University (University) community, all faculty, staff, students, members of the Board of Trustees, University officers and affiliates are responsible for sustaining the highest ethical standards of professional conduct and integrity for this institution, and for the broader community in which we function. We share responsibility for this institution and of its enterprises. The values we hold as essential to responsible professional behaviour include: integrity, honesty, respect and fairness in dealing with other people, and loyalty toward the ethical principles espoused by the Florida Code of Ethics for Public Officers and Employees in Chapter 112, Part III, Florida Statutes. Therefore, adherence by officers, faculty, staff, student employees and others acting on behalf of the University to standards set forth in this Code of Conduct is an integral part of the University's goal of attracting quality students, faculty and staff, ensuring the use of hazardous materials.

Members also have an obligation to report any noncompliance of regulations that are observed. We are cognizant of and shall comply with the applicable standards, policies, rules, regulations and state and federal laws that govern and guide our work. This Code of Conduct describes standards to guide us in our daily University activities and provides guidelines for those acting on behalf of the University.

(3) *Compliance with Laws and University Rules and Policies.* All members of the University community will strive to ensure that all activity conducted by, at or on behalf of the Institution is in full compliance with applicable federal, state and local laws, and the official rules and policies of the University. Administrators, supervisors and managers  
*Specific Authority: 120.54, 1001.74, FS. Law Implemented 120.54, 1001.74 FS. History–New*

## Regulations of Florida A&M University



are responsible for teaching and monitoring compliance. The acceptance of an agreement, including sponsored project funding, may create a legal obligation on the part of the University to comply with the terms and conditions of the agreement and applicable laws and regulations. Therefore, only individuals who have authority delegated by an appropriate University official are authorized to enter into agreements on behalf of the University.

(4) *Conflict of Interest and Commitment.* Faculty and staff of the University owe their primary professional allegiance to the University and its mission to engage in education, scholarship and research. The University has obligations to parents and students, government, external organizations, and donors to use its resources responsibly and, where required, for designated purposes. Thus, all officers, faculty, principal investigators, staff, student employees and others acting on behalf of the University hold positions of trust, and the University expects them to carry out their responsibilities with the highest level of integrity and ethical behavior. In order to protect the University's mission, members of the University community with private or other professional or financial interests which conflict with applicable State of Florida's, state or federal laws and University rules and policies must disclose them in compliance with the University's conflict of interest/conflict of commitment policies and the Florida Code of Ethics for Public Officers and Employees.

(5) *Confidentiality and Privacy.* The University community shall use confidential information acquired in the course of University affiliation only for official or legal purposes, and not for personal or illegal advantage, during or after such affiliation. It is imperative that each community member complies with all federal laws, state laws, agreements with third parties, and University policies and procedures pertaining to the use, protection and disclosure of such information, and such policies apply even after the community member's relationship with the University ends.

(6) *Protection of Assets.* The University community will strive to preserve, protect and enhance the University's assets by making prudent and effective use of University resources and property and by accurately reporting its financial condition. All funds provided for research must be spent in ways consistent with funding requirements and in compliance with guidelines on allowable costs.

*Specific Authority: 120.54, 1001.74, FS. Law Implemented 120.54, 1001.74 FS. History–New*

## Regulations of Florida A&M University



- (7) *Reporting Suspected Violations.*
- a. Reporting to management. The University community should report suspected violations of applicable laws, regulations, government contract and grant requirements of this Code. This reporting should normally be made initially through normal management channels, beginning with one's immediate supervisor. If it is not appropriate to report to the immediate supervisor, e.g., the suspected violation is by the manager, individuals may go to a higher level of management within the college or department.
  - b. Other Reporting. Violations may be reported internally to the Office of the Inspector General, or its successor office, or the Office of the General Counsel. In addition, any suspected violations of state and federal laws may also be reported to the Florida whistleblower's Hotline.
  - c. Confidentiality. Such reports may be made confidentially, and even anonymously.
  - d. Cooperation. All employees are expected to cooperate fully in the investigation of any misconduct.



## **Regulations of Florida A&M University**



### **2.012 Student Code of Conduct**

- (1) The Student Code of Conduct (“Code”) applies the principles and freedoms found in University Regulation 2.013, Due Process, Other Rights, and Responsibilities, by promoting responsible freedom for all students. This Code seeks to apply the principle of responsible freedom as it guides the conduct of Florida A&M University (“University”) students. The responsibility to know and abide by the Code ultimately lies with the student. The Student Code of Conduct supersedes all other means of disciplining or removing students for behaviors prohibited by the University.
- (2) As members of the University community, students enjoy the rights and privileges that accrue to such membership including, but not limited to, academic freedom and participation in the decision-making processes of the University. Additionally, students are subject to the obligations and duties that accompany this membership and are responsible for compliance with the requirements of law and University regulations, policies, and procedures. It is incumbent upon members of the University community to notify the appropriate judicial body or officials of a violation of this Regulation, to encourage all to comply with them, and assist in their enforcement by testifying as witnesses when called upon to do so. Accordingly, all alleged violations of the Code shall be referred to the University Judicial Officer (Director of Judicial Affairs). Students, faculty, and staff, stakeholders, or other individuals with knowledge, may report violations of the Code, in writing, to the Office of Judicial Affairs.
- (3) The University has zero tolerance for violation of any provisions of the Code as well as the Anti-Hazing Regulation 2.028 and Alcoholic Beverages Regulation 3.021. “Zero tolerance” means that given the factual circumstances of the alleged violation the charged student may be removed from University Housing and receive a penalty up to suspension or expulsion from the University.
- (4) Due process protections in accordance with University Regulation 2.013 will be

- appropriately accorded the charged student.
- (5) If the Judicial Officer or his/her designee believe after a review of the allegations that the allegations have merit, the student will be issued, in writing, an Administrative Request to Appear at an information briefing before the Judicial Officer or his/her designee. At the information briefing, the Judicial Officer or his /her designee will explain to the student the elements of due process that will be afforded.
- (a) University disciplinary proceedings may be instituted against a student charged with a violation of the law that is also a violation of the Code. The University reserves the right to proceed under the Code with a hearing and the possible imposition of a sanction prior to, concurrent with, or subsequent to civil litigation, criminal arrest, and/or criminal prosecution.
  - (b) Normally, the University will proceed with an alleged violation of the Code prior to any final disposition of the Courts.
  - (c) Determinations made or sanctions imposed under the Code shall not be subject to change because criminal or civil charges arising out of the same facts giving rise to violation of University rules and regulations were dismissed, reduced, or resolved in favor of or against the charged student.
  - (d) Any admission of guilt, responsibility or statement against the student's interest made by a student at off-campus proceedings shall be conclusive for University purposes.
  - (e) A verdict of guilty, a plea of guilty, a plea of no contest (*nolo contendere*) or similar plea in a court of law by a charged student will operate as a conclusive finding that the student is "Responsible" for the purpose of student conduct proceedings.
  - (f) Prior to the issuance of the outcome letter, the University may amend its violation(s) based on information obtained through an outside proceeding when that information is relevant to activity adversely affecting the University community.
  - (g) The University will cooperate fully with law enforcement agencies in any criminal prosecutions to the extent permitted by law.
- (6) **Jurisdiction.** Discipline may be imposed for offenses against the Code occurring at any of the following locations or activities:
- (a) University campus;
  - (b) University owned or controlled property;
  - (c) University premises, including, but not limited to, fraternities, sororities, and

organizations property;

- (d) Activities sponsored by the University wherever they may occur;
- (e) Activities officially approved by the University that are conducted by University certified organizations wherever they may occur; or
- (f) Activities occurring off campus, including non-University related activities.

(7) **Definitions.**

- (a) Business Day - A day of normal business operation as designated by the University.
- (b) Charged Student – The student charged with violations of this Code.
- (c) Club and/or organization - Any number of students who have complied with the University requirements for certification. The term “club or organization” also will refer to student.
- (d) Complainant - Any person who submits a report alleging that a student violated this Code.
- (e) Educational sanctions – Work assignments, essays, presentations or other related educational assignments.
- (f) Expulsion – A student shall be deprived of his/her opportunity to reenter the University. The student is permanently separated from the University.
- (g) Faculty member - Any person hired by the University to conduct classroom instruction and/or research activities or who is otherwise considered by the University to be a member of its faculty.
- (h) Hearing body - Any person or persons who have been authorized by the University to determine whether a student has violated the Code and to recommend sanctions that may be imposed when a Code violation has been committed.
- (i) Judicial hold - This prevents the student from conducting business at the University (i.e. any form of registration or obtaining transcripts).
- (j) Mediation - The process in which all parties voluntarily agree to meet with an impartial mediator to communicate their concerns and needs to each other and to reach their own agreement on the resolution of the case. The participants are responsible for keeping their agreement or renegotiating if necessary. In the event the participants do not agree to mediate or mediate but do not reach a full and final resolution, the case will be referred back for disciplinary action. Breach of a

mediated agreement may result in a follow up mediation session or the matter may be referred back through the conduct process.

- (k) Mediator – Any neutral member of the University community who has been trained in conflict resolution to assist parties in reaching a mutual agreement to resolve their differences. The Mediator shall not have personal connections with either party or have prior knowledge of the disagreement.
- (l) Not Responsible - The charged student has not been found Responsible or did not accept Responsibility for the alleged violation(s) of a provision(s) of the Code.
- (m) Preponderance of Evidence - The information presented supports the finding that it is more likely than not that the violation occurred.
- (n) Probation – An indication that the student’s conduct violated the Code and requires the withdrawal of special privileges, participation in inter-collegiate activities, and others. Special privileges means the student may not be elected to office or represent the University in any other capacity during the period of probation. If the student is holding an office, he/she must vacate the office for the term of probation. The penalty of probation may also include a specified monetary fine from \$100.00 to \$350.00.
- (o) Reprimand – A formal rebuke and official recognition by letter to the student of misconduct as charged by the University. The reprimand may be written or oral.
- (p) Responsible - The charged student has been found Responsible or accepted Responsibility for violating a provision(s) of the Code.
- (q) Restitution – Compensation for loss, or damage to University property. This may be in the form of monetary or material replacement.
- (r) Sanction - A penalty imposed upon a student after the student has admitted that he/she is Responsible or has been determined Responsible by the Judicial Officer or a hearing body for violating a provision(s) of the Code.
- (s) Student - Any person admitted, enrolled, or registered for study at the University . This includes persons not officially registered or enrolled for a particular term but who are eligible to enroll or are associated with the University because he/she has not completed a course or program. The term “student” will also refer to student clubs and organizations.



- (t) Suspension – Separation of the student from the University for a definite period of time. The duration of the period of suspension shall not exceed five (5) years and shall be in direct proportion to the degree of seriousness attached to the misconduct. Readmission for suspensions exceeding one (1) year is conditioned upon the recommendation of an ad hoc review board appointed by the President or Vice President for Student Affairs.
  - (u) University - The Florida A&M University whose main campus is located in Tallahassee, Florida and any of its satellite or branch campuses.
  - (v) University/Community service – Hours the student is required to perform in specified areas of service.
  - (w) University official - Any person employed by the University performing his/her assigned employment responsibilities.
  - (x) University premises - All buildings, land, facilities, and any other property owned, leased, operated, controlled or supervised by the University.
  - (y) University sponsored activity - Any activity on or off campus which is initiated, aided, authorized or supervised by the University.
  - (z) The word “Can” is used in the permissive sense.
  - (aa) The word “May” is used in the permissive sense.
  - (bb) The word “Shall” is used in the imperative sense.
  - (cc) The word “Will” is used in the imperative sense.
  - (dd) All definitions not included in this Code are in accordance with definitions found in the Merriam-Webster’s dictionary located in the Office of Judicial Affairs.
- (8) **Violations.**
- (a) Academic Dishonesty:
    1. *Cheating:* using, attempting to use or giving unauthorized information or material in any academic endeavor. Cheating includes, but is not limited to, unauthorized possession and/or use of an examination, course related materials, cheat sheets, study aids or other information in an academic exercise; communication to another through written, visual, electronic or oral means; submitting the same academic work for credit more than once without the express written permission of the instructor; use of any materials or resources a faculty member has notified the student or class are prohibited.

2. *Plagiarism* may be specifically defined for the purposes of any course by the school, institute, or college involved. Unless otherwise defined, plagiarism shall include, but is not limited to,: failure of the student to use another's work without any indication of the source and in so doing, conveying or attempting to convey that the work is the student's own; submitting a document or assignment in whole or in part that is identical or substantially identical to a document or assignment not written by the student; allowing another person to compose or rewrite an assignment or document.
  3. A student who assists in any of the academic dishonesty violations mentioned above shall be considered equally as responsible as the student who accepts such assistance.
  4. When the University's schools, colleges or institutes choose to internally address academic dishonesty violations, students should consult with the academic dean, director or program coordinator in the respective school, college, or institute for procedural information.
  5. The penalties for academic dishonesty violations may include: reprimand, reduction of grade; denial of academic credit; invalidation of university credit or of the degree based upon such credit; probation; suspension; or expulsion. In addition to any other penalties that may be imposed, the individual or student may be denied admission or further registration, and the University may invalidate academic credit for work done by a student and may invalidate or revoke the degree based upon such credit if it is determined that the student has made false, fraudulent, or incomplete statements in the application, residence affidavit, or accompanying documents or statements in connection with, or supplemental to, the application for admission to or graduation from the University.
- (b) Alcoholic Beverages: The violation of alcoholic beverages is defined as noted in FAMU Regulation 3.021.
- (c) Conspiracy: Assisting or attempting to assist another in any act(s) that violate(s) the Student Code of Conduct.
- (d) Demonstrations/Riots: Participating in an on-campus or off-campus demonstration, riot, or activity that disrupts or obstructs the normal operations of the University

and/or infringes upon the rights of other members of the University community; leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area.

- (e) Destruction of property: Defacement, damage, misuse or destruction of University property or services or the private property of another. In addition to being subject to disciplinary action, students or student organizations responsible for such damage may be financially liable.
- (f) Disorderly Conduct: Behavior that disturbs the peace or undermines public safety, such as causing a disturbance or being unruly.
- (g) Disruptive Behavior: Disruption of a class, curricular or University activity; obstruction of the free flow of pedestrian or vehicular traffic on University premises; interference with the rights of others to carry out their activities or duties at or on behalf of the University; interference with the freedom of movement of any member or guest of the University; interference with the academic freedom and freedom of speech of any member or guest of the University; or any other act that impairs, interferes with or obstructs the mission, purposes, academic atmosphere, operations, processes, orderly conduct and/or functions of the University or the rights of other members of the University community.
- (h) Drugs: Use, possession, manufacture, cultivation, distribution or sale of illegal drugs and/or controlled substances is prohibited. Illegal drugs include, but is not limited to, synthetic drugs or other substances that will alter a student's mental state (e.g. glue, nitrous oxide, paint, etc.); drug paraphernalia; possession, use, sale or distribution of prescription medication not issued to the student.
- (i) Extortion: The act or practice of obtaining something or compelling some action by force, coercion, intimidation or threat is prohibited.
- (j) Felony or Federal Conviction: The student convicted of a felony or a federal offense by an off-campus court of competent jurisdiction may be subject to sanctions by the University.
- (k) Gambling: Play in an unlawful game of chance for money or for anything of value on University premises or at an affair sponsored by a student or student organization; to unlawfully sell, barter or dispose of a ticket, order or any interest in a scheme of chance by whatever name on University premises or at any affair

sponsored by a student or student organization; wager on a University team or organization in a competition, with a direct influence in the success of the competition.

- (l) Harassment: Verbal or written abuse (including electronic communications or internet activity), threats, intimidation, coercion and/or other conduct that endangers the health, safety, or welfare of others, or places another individual in reasonable fear of physical harm or creates a hostile environment in which others are unable to reasonably conduct or participate in work, education, research, living or other activities. Harassment also includes actions defined in Regulation 10.103.
- (m) Hazing is defined as noted in FAMU Regulation 2.028.
- (n) Identification violations include:
  1. Failure to present identification when requested by a University Law Enforcement Officer or other University official who identifies him/herself.
  2. Alteration, illegal use or attempt to illegally use another's identification regardless of methodology (i.e., card, identification number, access code, etc.).
  3. The student who knowingly, with intent to deceive, allows another to use his/her student identification card, identification number, decal or other means of identification.
  4. To manufacture, distribute, deliver, sale, purchase, possess or use of false identification.
  5. Impersonation or misrepresenting the authority to act on behalf of another or the University.
- (o) Mail: The opening and removing of the mail, including electronic mail, of another person without authority is a violation of Federal law. University penalties may also be imposed for such a violation.
- (p) Misuse of computer facilities, wireless system, network, data and resources, including but not limited to:
  1. Unauthorized access, entry or use of a University's or another's computer, computer system, network, software, password, account or data;
  2. Unauthorized alteration or degradation of computer equipment, software, network, data or system performance;
  3. Unauthorized copying or distribution of computer software or data;



4. Theft or unauthorized use of intellectual property;
  5. Use of a computer or computer system in the commission of a crime to violate or facilitate the violation of laws, Board of Governors or University rules, regulations or policies;
  6. Any unauthorized commercial use of University computer or computing resources;
  7. Any unauthorized use of electronic or other devices to make an audio or video recording;
  8. Use of computing facilities and resources to send obscene or abusive messages or material; or
  9. Use of computing facilities or resources to interfere with the work of another student, faculty/staff, University official or the normal operation of the University computing system.
- (q) Misuse of Safety Equipment: Vandalizing or misusing emergency equipment for non-emergency events, which includes but is not specifically limited to intentional misuse of 911, blue lights systems, fire alarm pull stations, fire extinguishers, smoke detectors, or heart defibrillators; unauthorized use of emergency exit doors; false report of an explosive or incendiary device; causing or attempting to cause a fire or explosion; failure to evacuate during a fire alarm on the University's premises or at any University activity.
- (r) Noncompliance with a University Official's Directive: Failure to comply with oral or written instruction from a University official (i.e. faculty, staff, administration, residence hall staff, law enforcement officer) acting within the scope of his/her job duties or the use of contemptuous words toward the University official.
- (s) Obstruction of the Student Conduct System, including but not limited to:
1. Failure to obey the notice from the University Judicial Officer to appear for an information briefing or hearing as part of the student conduct system;
  2. Falsification, distortion, or misrepresentation of information before a hearing body or a staff member of the Office of Judicial Affairs during a student conduct meeting;
  3. Disruption or interference with the orderly conduct of an administrative hearing;

4. Attempting to discourage an individual's proper participation in, or use of, the student conduct system;
  5. Attempting to influence the impartiality of a member of a hearing body prior to, during, and/or after an administrative hearing;
  6. Harassment, verbal or physical, and/or intimidation of a member of the hearing body, Judicial Affairs staff or a witness prior to, during, and/or after an administrative hearing; or
  7. Influencing or attempting to influence another person to commit an abuse of the student conduct system.
- (t) Providing False Information and/or Falsification of University Records: The student who falsifies records or gives misleading information, verbal or written. This includes falsifying, tampering, altering, forging, withholding of required information, or misusing any University record or official document.
- (u) Sexual Misconduct: Any sexual activity that occurs without the clear, knowing and voluntary consent prior to and during such sexual activity or that occurs when the victim is unable to give consent.
1. Consent consists of an outward demonstration (mutually understandable words and/or actions) clearly indicating that an individual has freely chosen to engage in sexual activity.
    - a. Consent to past sexual activity and/or one form of sexual activity does not imply consent to future sexual activity and/or other forms of sexual activity.
    - b. Consent is not the lack of resistance as there is no duty to fight off a sexual aggressor.
    - c. Consent can be withdrawn at any time.
  2. Inability to give consent includes but is not limited to situations where an individual is:
    - a. Under the influence of alcohol, drugs or other substances (including, but not limited to prescribed medications);
    - b. Unconscious, asleep, ill or in shock;
    - c. Under the age of 18 and therefore legally incapable of giving consent; or

- d. Known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to give consent;
3. Sexual Misconduct offenses include, but are not limited to:
- a. *Sexual Harassment*: Any words, conduct or action of a repeated nature being directed at a male or female; including the inappropriate display of gender-based pictorial images offensive or degrading to a person of that gender, including, but not limited to sexual posters, photographs, cartoons, drawings, or other displays of sexually suggestive objects or pictures, that creates an intimidating, hostile or offensive environment that interferes with, denies or limits a person's ability to participate in or benefit from the University's programs and activities.
  - b. *Non-Consensual Sexual Contact* (or attempts to commit same): Any intentional sexual touching, however slight with any object by a man or woman upon a man or woman that is without consent and/or by force.
  - c. *Non-Consensual Sexual Intercourse* (or attempts to commit same): Any sexual intercourse however slight, with any object, by a man or woman upon a man or woman that is without consent and/or by force. Examples include, but are not specifically limited to:
    - i. Sexual contact when the person is below the statutory age of consent;
    - ii. Vaginal, anal or oral intercourse, digital penetration or penetration by an object;
    - iii. Sexual contact without full and free consent given by the person, including situations where drugs and/or alcohol impair the person's ability to give full and free consent;
    - iv. Attempted or actual unwanted sexual activity, such as sexual touching or fondling an unwilling person's intimate parts (e.g., genitalia, groin, breast or buttock, or

- clothing covering them) or forcing an unwilling person to touch another's intimate parts; or
- v. Sexual contact when the perpetrator knows the person is unaware of the sexual contact.
- d. *Sexual Exploitation*: Occurs when one person takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the individual being exploited, and the behavior does not otherwise constitute one of the other sexual misconduct offenses. Examples of sexual exploitation include, but are not specifically limited to:
- i. Invasion of sexual privacy;
  - ii. Non-consensual video or audio recording of sexual activity;
  - iii. Going beyond the boundaries of consent (such as letting friends hide in the closet to watch you having consensual sex);
  - iv. Engaging in voyeurism;
  - v. Knowingly transmitting a sexually transmitted infection (STI) or HIV to another student;
  - vi. Exposing one's genitals in non-consensual circumstances;
  - vii. Inducing another to expose their genitals; or
  - viii. Sexually-based stalking and/or bullying may also be forms of sexual exploitation.
- e. *Lewd and Lascivious Behavior*: Unlawful sexual acts with minors.
- f. *Relationship Violence*: Occurs when one partner tries to maintain power and control over the other through actual or threatened physical or sexual violence, or psychological and emotional abuse. These acts can be directed at a spouse, ex-



spouse, current or former girlfriend/boyfriend, or current or former dating partner.

4. Other student conduct offenses that will fall under sexual misconduct/Title IX when gender-based:

- a. Threatening or causing physical harm, extreme verbal abuse or other conduct which threatens or endangers the health or safety of a person;
- b. Behavior prohibited under Regulation 10.103, Non-Discrimination Policy and Discrimination and Harassment Complaint Procedures;
- c. Intimidation: Implied threats or acts that cause an unreasonable fear of harm;
- d. Hazing: Refer to Regulation 2.028, Anti-hazing;
- e. Repeated and/or severe aggressive behavior likely to intimidate or intentionally harm, control or diminish another person, physically or mentally;
- f. Violence between those in an intimate relationship to each other;
- g. Stalking: Refer to subsection (8) (v) below.

5. *Victim/Survivor Rights*

- a. While the University encourages all violations to be reported, the victim/survivor has the right to choose whether or not to file a formal complaint. There is also the option of filing an anonymous report. However, filing an anonymous report may limit the University's ability to issue a violation to the alleged offending student for the misconduct or address the needs of the victim/ survivor;
- b. A victim/survivor also has the right to file a report and request confidentiality. However, there may be circumstances based on the status or seriousness of the alleged offense, that confidentiality may not be honored when the University must investigate and take action to protect the victim/survivor or other members of the University community. If the University is

unable to honor a request for confidentiality, the victim/survivor will be notified;

- c. In addition to pursuing administrative/judicial remedies, the victim/survivor maintains the right to pursue criminal charges;
- d. The victim/survivor may have an advisor or support person present during the hearing. The advisor may be a victim advocate, attorney, friend, faculty member or family member. The advisor is not permitted to speak or participate directly in any student conduct proceeding;
- e. The University will not require the corroboration of the victim/survivor's testimony;
- f. The University will prohibit the victim/survivor's past sexual history from being admitted as testimony in University proceedings;
- g. The victim/survivor may attend the entire portion of the hearing at which information is received, excluding deliberations;
- h. The victim/survivor will receive similar and timely access to any information that will be used during the proceedings;
- i. The victim/survivor may submit potential questions to the hearing panel chairperson prior to and during the hearing;
- j. The victim/survivor may present relevant information or witnesses during the hearing;
- k. The victim/survivor may ask relevant questions of witnesses who give statements during the hearing. All questions will be submitted in writing to and asked by the chair of the hearing panel;
- l. The victim/survivor may testify in a separate room from the charged student as long as this does not interfere with the charged student's right to question the victim/survivor;
- m. A victim/survivor may not be questioned directly by the charged student. All questions shall be asked through the hearing panel chairperson;

- n. The victim/survivor may submit a written victim/survivor impact statement to be considered by the hearing panel if the charged student is found Responsible but before determining sanctions;
- o. The Vice President for Student Affairs, Dean of Students or Director of Housing is authorized to modify living arrangements in cases where the victim/survivor and alleged offender live in the same housing complex;
- p. The Vice President for Student Affairs, Dean of Students, or the University Judicial Officer is authorized to issue an immediate administrative restraining order, forbidding the alleged offender from all contact with the victim/survivor;
- q. The Provost and/or the academic dean is authorized to establish an immediate reassignment of classes for the alleged offender when both alleged offender and victim/survivor attend the same classes;
- r. The University provides on-campus counseling services to victims/survivors of sexual misconduct;
- s. The University may provide additional rights and options in response to an incident;
- t. The University will close the proceedings from the public as provided in all other disciplinary proceedings;
- u. Both the victim/survivor and the charged student shall be informed of the outcome of any University disciplinary proceeding brought alleging sexual misconduct, the University's final determination and any sanctions;
- v. Both the victim/survivor and charged student have the right to appeal the outcome of the proceedings as outlined in Regulation 2.012(24) and 2.013(1)(k).

(v) Stalking:

1. Repeated following, contacting of another person, failure to comply with an off-campus court order to cease and desist/no contact order or other inappropriate pursuit (including through electronic means or internet activity) to the extent that it

- places a person in reasonable fear for his/her physical or emotional welfare; or
2. Behavior that is intentional and repeated, or meant to be done in humor or in jest, that results in the intimidation, injury or distress of another individual physically, mentally, or socially. The behavior may be physical, written, visual, electronic or verbal.
  3. Stalking also includes actions defined in Regulation 10.103.
- (w) Theft: Unauthorized use or possession of, taking or attempting to take, the property or services of another. The property or services may be personal or public.
- (x) Unauthorized Use of Facilities and Grounds: Unauthorized access or entry or attempted entry into any University building or facility or the property of another; misuse or unauthorized use of classroom or laboratory facilities; abusing grounds or building structures including but not limited to ramps, rails, stair sets, and entryways by means of skating, scootering, recreational cycling or other recreational activities or devices; unauthorized possession, duplication or use of keys, access cards/codes for any such property.
- (y) Violation of Residence Hall Policies: Violation(s) of any Department of Housing and Residential Life policy, rule, or regulation.
- (z) Violations of the terms of disciplinary action imposed as a result of previous disciplinary proceedings under the provisions of this Code will subject the student to additional sanctions.
- (aa) Violation of University Intellectual Property: Misuse or unauthorized use of the University's name, brand, acronym, logo, seal, symbols, marks, mascot, monogram, or other graphic identity symbol.
- (bb) Violent Behavior: Conduct causing physical harm or injury; endangering the health, safety, or welfare of another or oneself; conduct causing severe emotional distress, or endangering one's own health or safety; any threat, attempt or offer to cause physical harm or severe emotional distress to another.
- (cc) Weapons: Use and/or possession of weapons, firearms, ammunitions, explosives, knives, firecrackers, fireworks or any other instrument as a weapon is prohibited, except as provided by law. Firecrackers or fireworks may be used only when approved by appropriate University officials.
1. "*Weapon*" means any item (including, but not specifically limited to, metallic



knuckles, sword, any dangerous chemical or biological agent, firearm, machine gun, starter gun, BB gun, stun gun, paintball gun, Taser, archery equipment or any other object) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device.

2. *“Fireworks”* means and includes any combustible or explosive composition or substance or combination of substances, or except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, roman candles, incense, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance. The term “fireworks” does not include sparklers; toy pistols, toy canes, and toy guns.
3. The term *“sparkler”* means a device which emits showers of sparks upon burning, does not contain any explosive compounds, does not detonate or explode, is hand-held or ground-based, and cannot propel itself through the air.

(9) **Sanctions.** A student found Responsible for a violation or violations of the Code shall be subject to sanctions commensurate with the offense with consideration given to any aggravating and mitigating circumstances, including but not limited to, the student’s conduct record. The student will be deemed to have knowledge of his or her record of previous conduct violations and sanctions. If a student does not complete a sanction by the required deadline, a hold may be placed on the student’s record or additional violations may be issued. Sanctions include one or more of the following, unless otherwise expressly provided:

- (a) Counseling Assessment. The University can refer a student for an assessment at a counseling center for alcohol/drug dependence, general mental health, or other counseling issues. The student shall choose an appropriately licensed and qualified facility.
- (b) Discretionary sanctions. Disciplinary action not specifically set out but deemed proper by a majority of the hearing body or the University Judicial Officer.

- (c) Educational Requirements. Attendance or presentation at educational programs; interviews with appropriate officials; planning and implementing educational programs; completion of essay or project; or other educational activities.
- (d) Expulsion from the University. The student is permanently deprived of his/her opportunity to continue at the University in any status.
- (e) Fine. A specific monetary amount ranging from \$100.00 to \$350.00, which may be included with a period of disciplinary probation. A fine may be issued for each individual violation or as an aggregate amount.
- (f) Mediation. Depending on the nature and severity of the alleged violation, the University Judicial Officer may recommend mediation as an alternative to formal disciplinary action. The involved parties must each agree to mediation. Mediation shall not be offered as an alternative in instances to include, but not specifically limited to: sexual misconduct, loss of life, serious bodily injuries, use of weapons, hazing and the cultivation, distribution or sale of drugs.
- (g) No Contact Order. A directive to refrain from any contact, direct or indirect, with one or more designated persons or group(s) through any means including personal contact, e-mail, text messaging, telephone, social media or third parties. A No Contact Order may be temporary or permanent.
- (h) Probation for a specified period which shall not exceed time needed by the student to complete requirements for graduation. Students placed on probation are not in good standing with the University and are subject to suspension or expulsion should they be found responsible for another violation during the probationary term.
- (i) Reprimand. Correspondence which notifies the student that his/her behavior did not meet University standards. The reprimand may be oral or written.
- (j) Restitution for the loss or damage to University property.
- (k) Restriction/Loss of Privileges. The denial of specific University privileges including but not limited to attendance at athletic functions, restricted library use, parking privileges, University computer usage, University facilities and resources; residence hall visitation for a designated period of time, etc.
- (l) Suspension from the University for a period not to exceed five (5) years which may also include restricted access to campus and/or other specified activities. The

student must comply with all conditions imposed by the hearing body or University official prior to re-enrolling. Students who are suspended for more than one year will need to apply for re-admission to an ad hoc review board appointed by the President or Vice President for Student Affairs.

- (m) University/Community service. The student is required to complete a specified number of hours of service to the campus or general community.
  - (n) Withholding of diplomas, transcripts, or other records.
  - (o) Any combination of the foregoing that the majority of the hearing body or the University Judicial Officer may, under the circumstances, consider fair and appropriate.
- (10) Students are required to carry a Florida A&M University picture identification card at all times. Failure to do so, may subject them to reasonable detention by appropriate University authorities.
- (11) **Notice.** Students who have a change of address must file a change of address form at the Office of the University Registrar and/or via iRattler. All notices, decisions and outcomes of judicial matters connected with the disciplinary process will be mailed to the student's last known local address as filed with the Registrar's Office and/or via iRattler or sent via e-mail to the student's University provided e-mail address or permanent address if no local address is on file. This method shall constitute proper notification to the charged student.
- (12) **Time Limit.** The time limit for issuing a violation against a student should be done within six (6) months of the date the violation was committed or discovered, whichever is later. The University Judicial Officer may exercise professional discretion when applying the time limit for issuing a violation against a student when there are circumstances that warrant a waiver of the six (6) months' time limit. Circumstances that may warrant a waiver include but are not specifically limited to: stalking, sexual misconduct, or relationship violence; requests from law enforcement not to take action; or concern for the safety of students, University employees or other witnesses. The written notice of the violation(s) to the charged student should proceed the actual hearing date or information briefing with the charged student by no less than five (5) business days, except in an emergency. A hearing shall normally be scheduled within fifteen (15) business days from receipt of the student's written, signed request for such, unless the charged student and the Judicial Officer or his/her designee agrees in writing to a later hearing date or there are

extenuating circumstances. Extenuating circumstances that may warrant a delay of a hearing include, but are not specifically limited to: unavailability of witnesses; illness; death; pending civil or criminal proceedings which might prejudice University findings; no contact order issued by a court; an on-going related law enforcement investigation; University closures and/or breaks between semesters; failure to meet composition requirements for the administrative hearing panel; and written requests for continuance from the charged student or from the University attorney.

- (13) A student who fails to respond to an Administrative Request to Appear within four (4) business days shall be placed on judicial hold and/or prohibited from attending classes and participating in extra-curricular activities until compliance with the Administrative Request to Appear is effected.
- (14) A charged student may request an opportunity to provide information to the Judicial Officer against other students who are charged with violations of the Code arising out of the same incident or circumstances, including the student's own involvement, in exchange for imposition of sanction(s) by the Judicial Officer. Under this provision, the student waives his/her right to a hearing. The provision of information against other students will be considered a mitigating factor in determining sanctions.
- (15) The Judicial Officer may defer or suspend a finding of Responsibility pending completion of specific sanctions where circumstances warrant. If a student successfully completes the required sanctions, the student's conduct record may be sealed. This means that the record sealed will not appear on a student disciplinary/background check; however, the record may be considered by a hearing body or the Judicial Officer should the student commit a subsequent violation of the Code.
- (16) **Amnesty.** In serious or life-threatening situations, particularly where alcohol poisoning or drug overdose is suspected or where other medical treatment is reasonably believed to be appropriate, students are asked to call 911 (or FAMU Police Department at 850-599-3256 if on campus); stay with the person needing assistance until help arrives; and be prepared to give emergency medical personnel as much information as possible including the amount and type of alcohol or substances consumed. Students who receive medical attention as a result of alcohol and/or drug use are eligible for Amnesty and may not face formal action under the Code. Students seeking medical assistance for another person while simultaneously violating the alcohol and/or drug regulation may also be eligible.



Students who qualify for Amnesty are required to complete educational measures and pay any incurring costs. It is the expectation that a student uses Amnesty only once. If a student is involved in subsequent alcohol and/or drug abuse incidents, the incident will be reviewed for violation(s) of the Code.

- (17) **Postponement.** A student charged with a violation of the Student Code of Conduct, regardless of which judicial body may hear the matter, may request to have the hearing postponed for no more than sixty (60) business days and such postponement may be granted provided the student requests it in writing and agrees to accept the imposition of probation, suspension or withdraws from the University voluntarily, depending upon the gravity of the offense. Such probation, suspension, or withdrawal will be recommended by the University Judicial Officer to the Vice President for Student Affairs, who shall make a determination. Action taken shall remain in force until such time as the student requesting a hearing appears before the appropriate hearing body and a hearing is held. The student shall be informed whether he/she would be placed on probation or would be suspended prior to his/her making a decision to postpone the hearing.
- (18) **Summary Suspension/Expulsion.** The University may summarily suspend or expel any student or group of students, pending a hearing at a later date if requested, under the following circumstances:
- (a) The continued presence of the student on campus is likely to create interference with the educational process and/or the orderly operation of the University.
  - (b) The continued presence of the student on campus is likely to endanger the health, safety, morals, welfare or property of the University community.
  - (c) The offense or conduct committed by the student is of such a serious, heinous or repulsive nature, as to adversely affect the University community and the student's suitability as a member of the academic community.
- (19) **Summary Suspension/Expulsion for Criminal Conviction.** The Vice President for Student Affairs may summarily suspend or expel any student, pending a hearing at a later date if requested, who is convicted of or pleaded guilty to a criminal offense of a kind which interferes with the educational orderly operation of the university, or a kind which, if the student were allowed to remain enrolled, would endanger the health, safety, morals, welfare or property of the members of the academic community.

- (20) In addition to the right of University officials to enter a student's room in University housing pursuant to the terms of the Housing Agreement, officials may enter when an emergency exists, where there is reasonable cause to believe there is a clear and present danger, or where there is a reasonable belief that contraband is present which interferes with the educational process of the University, or where the health, safety and morals of the University community are in imminent and apparent danger.
- (21) **Emergency Hearings.** The Vice President for Student Affairs reserves the right to appoint an ad hoc committee to hear matters regarding, but not specifically limited to, the subject matter of subsections (18) and (19) above. The chairperson of the committee, who may be an academic dean or director, shall be appointed by the Vice President for Student Affairs. Unless an ad hoc committee is appointed, the matter shall ordinarily be heard by the hearing body (panel) and chaired by a staff member of the Judicial Affairs Office.
- (a) The student shall have five (5) business days from the date of the notice to request in writing an emergency hearing at which the student may show cause why his or her continued presence on the University campus is not a threat pursuant to subsections (18) and/or (19) of the Code.
- (b) The emergency hearing shall be held within five (5) business days of receipt of the written, signed request from the student for an emergency hearing. The emergency hearing shall not abrogate the right of the student to request in writing an Administrative (non-emergency) hearing on the merits of the case, i.e., whether the student committed the alleged offense or offenses under the Code. The written request from the student for a regular (non-emergency) hearing on the merits of the case must also comply with the specified time period for requesting an Administrative (non-emergency) hearing as stated in the notice to the student which normally is ten (10) business days. Should a student timely request both an emergency and regular hearing, the Judicial Officer may combine the hearings into one proceeding. If the hearings are combined, the timeframes for an emergency hearing shall govern.
- (c) If the student fails to timely request in writing an Administrative (non-emergency) hearing on the merits of the case, the Judicial Officer in his/her sole discretion may accept a written request from the student to proceed with informal disposition. The written request must be submitted within ten (10) business days following the

emergency hearing. Should the student fail to submit a timely request for informal disposition, the Judicial Officer shall make a determination of facts and appropriate sanction(s). The student shall not have a right to appeal under this provision.

(22) **Informal Disposition.** In the event a student charged with an offense wishes to waive, in writing, his/her right to a hearing and the University Judicial Officer wishes to accept jurisdiction, the University Judicial Officer may make a determination of facts and, if the student is found Responsible for the offense, make a determination of sanction(s). The student's written waiver shall be obtained after being given an explanation of the violations against him/her and of his/her rights to a hearing under the Student Code of Conduct. The student shall have two (2) business days from the date of signing the waiver to rescind, in writing, his/her waiver and request a hearing. In the absence of a rescission of waiver, the student shall be informed in writing of the decision of his/her case within fourteen (14) business days from the date of the waiver. Should the student elect to proceed under this provision and fails to complete the process, a judicial hold may be placed on the student's account.

(23) **Other University Boards.**

- (a) Violation of residence hall policies and procedures are punishable under the Code. Violation of the Visitation Policy as found in the Residence Life Handbook shall carry either an arrest for trespassing, suspension or probation and removal from residing in University housing facilities.
- (b) Matters involving incidents arising in University Housing and Residential Life may be referred to the University Housing Judicial Appeal Committee by the Dean of Students or University Judicial Officer where the charged student is a resident of University Housing. Appeal Committee members may include the Director, Associate and Assistant Directors or designees.
- (c) Matters involving a club and/or organization may be referred to the Clubs and Organization Review Board by the Dean of Students or Director of Judicial Affairs/University Judicial Officer.
- (d) Student Supreme Court. When a student is charged with a violation, which in the opinion of the University Judicial Officer, would not warrant a penalty in excess of probation, the University Judicial Officer may refer the case to the Student Government Association Supreme Court.

- (e) In the event the violation is within the jurisdiction of more than one primary hearing body, the University Judicial Officer shall determine which primary hearing body shall hear the violation.
- (24) **Appeals.** Decisions of the Student Supreme Court pursuant to subsection (23)(d) above, Residence Life conduct boards, Clubs and Organizations Review Board, University Judicial Officer and administrative hearing panels are appealed to the Dean of Students. At the conclusion of the appeals process, the decision of the Dean of Students shall be final, and the student's disciplinary matter shall be disposed through a final order signed by the Vice President for Student Affairs.
- (a) The student has ten (10) business days from the date of the written notification of the decision by the hearing body to make his/her appeal in writing and file same with the Office of the Dean of Students.
- (b) The written appeal must specify reason(s) why consideration should be granted and should only deal with matters of record, procedure, testimony and/or information presented during the hearing.
- (c) No student's final penalty shall begin to run until all University appeals are exhausted or denied, except as specified under subsections (18) and (19) above.
- (25) **Record.** A digital recording of each hearing will be made by the Chairperson and preserved. Retention of the record is subject to the General Records Schedule GS5 for universities and community colleges. Deliberations shall not be recorded. During the appeal period, the charged student, with or without the company of legal counsel, and/or advisor, and/or parent with the written authorization of the charged student will be granted permission to listen to the recorded testimony under arrangements as determined by the University Judicial Officer, with the express understanding that the record is to remain confidential to the extent provided by law. The student may, at his/her own expense, arrange for the making of a full transcript of the recording by employment of a certified court reporting agency. The recording will be provided by the University directly to the court reporting agency, who will be required to return the recording directly to the University. Other than the above modes of recording the hearing, other mechanical, electronic devices for recording or broadcasting shall be excluded from the hearing. If the student chooses to appeal, the recording shall be made available to the charged student and the Dean of Students.



- (26) The hearing body, ad hoc committee or University Judicial Officer shall afford the charged student with due process as, provided by FAMU Regulation 2.013, and/or Board of Governors Regulation 6.0105(c). The regulations implementing the due process provisions as well as other matters referenced in said rules but not included herein shall be printed in the student handbook, the FANG, under the section entitled “Student Rights, Responsibilities and Code of Conduct.”
- (27) **Hearing Guidelines.** Disciplinary hearings shall be conducted in accordance with the following guidelines:
- (a) All hearings shall be closed to the public unless required by law.
  - (b) The Complainant, charged student and his/her advisor, if any, shall be allowed to attend the entire portion of the hearing at which information is received, excluding deliberation. No other person shall be permitted to attend.
  - (c) In judicial hearings involving more than one charged student, the University Judicial Officer or the chairperson, in his or her discretion, may permit the hearing concerning each student to be conducted separately or jointly. Information received during a hearing arising out of the same circumstances may be used.
  - (d) The Complainant and the charged student have the right to be assisted by an advisor they choose, at their own expense. The advisor may be an attorney. The Complainant and/or the charged student are responsible for presenting his or her own information, therefore advisors are not permitted to speak or participate directly in any hearing before a judicial hearing body. An advisor may not serve as a witness. A student should select an advisor whose schedule allows attendance at the scheduled date and time of the hearing because delays will not normally be allowed due to the scheduling conflicts of an advisor. The student must provide, in writing, to the University Judicial Officer or the chairperson of the hearing body, the name, mailing or email address, and phone number of his/her advisor at least three (3) business days prior to the hearing date.
  - (e) The Complainant and the charged student may arrange for witnesses to present pertinent information to the hearing body. The University will try to arrange the attendance of possible witnesses who are members of the University community, if reasonably possible and who are identified by the Complainant and/or the charged

student at least three (3) business days prior to the judicial hearing. Witnesses will provide information to and answer questions from the hearing body and the charged student. No witness may be compelled to provide self-incriminating information. Witness statements may be provided to the hearing body and are entitled to be given the same weight by the hearing body as live witness testimony. A written statement is not a violation of the due process rights of the charged student, as the charged student has the opportunity to review and respond to the written statement and may offer information to rebut the witness statement and other information presented at the hearing.

- (f) If the charged student fails to appear at the hearing after being properly notified or fails to cooperate in the hearing process, the hearing body may hear the case on the basis of information accumulated as a result of witnesses and shall notify the charged student of the decision. In the absence of the charged student, the plea of Not Responsible shall be entered on the student's behalf by the chairperson of the hearing body.
- (g) A charged student may request only one postponement of a judicial hearing by contacting in writing the University Judicial Officer at least three (3) business days prior to the hearing. Postponement of the hearing shall be at the discretion of the University Judicial Officer or his/her designee.
- (h) Witnesses shall not serve as advisors at any judicial hearing.
- (i) At the time of the hearing, an automatic postponement shall be granted if the composition requirements of the hearing body are not met.
- (j) If any member of the hearing body feels that he or she had previous contact with the case or with the students involved so that a fair judgment cannot be rendered, the member must request that he or she not serve for the hearing. The charged student may request that any member of the hearing body be excused whenever the student can show a bias on the part of the member. The chairperson of the hearing body will decide on such challenges and, if appropriate, ask the member to excuse him or herself. If the chairperson of the hearing body is challenged by the student, the hearing body will decide by a majority vote whether or not the chairperson should be requested to excuse him or herself, notwithstanding that the chairperson does not vote on whether the charged student is Responsible or Not Responsible for

violating the Code.

- (k) A charged student may be diverted from the disciplinary process or hearing if prior to or during the disciplinary process or hearing, it is determined by the Dean of Students pursuant to University Regulation 2.007, Voluntary and Involuntary Withdrawal, that the charged student has a mental disorder and the objectionable behavior appears to be a result of the mental disorder.
- (l) Pertinent records, exhibits, and written statements may be accepted as information for consideration at the discretion of the chairperson of the hearing body.
- (m) All procedural questions are subject to the final decision of the chairperson of the hearing body.
- (n) After the portion of the judicial hearing concludes in which all pertinent information has been received, the hearing body shall determine by a majority vote whether the charged student is Responsible or Not Responsible for violating each section of the Code which the charged student is charged. The chairperson of the hearing body cannot vote. Prior records of student conduct action and witness/complainant impact statements are considered by the hearing body only in the sanctioning phase of deliberations.
- (o) Formal rules of process, procedure, and/or technical rules of evidence, such as are applied in criminal or civil court proceedings, are not used in judicial hearings.
- (p) The burden of proof in all judicial hearings shall be on the complainant. A “preponderance of evidence” shall constitute the burden of proof standard in all judicial hearings.
- (q) The University Judicial Officer and/or the chairperson of the hearing body, under extraordinary circumstances, may accommodate concerns for the personal safety, well-being, and/or fears of confrontation of the Complainant, charged student, and/or witnesses during the hearing by providing separate waiting rooms and/or by permitting participation, when feasible, by video conferencing, videotape, audio tape, or other means.
- (r) The disciplinary hearing body is comprised of faculty members, staff members, administrators and students. The composition is variable from four to six (4-6) persons, depending upon the nature of the violation. At least one-half of the membership must be students.

- (s) The above guidelines for conducting a judicial hearing are not exhaustive. Therefore, the University Judicial Officer may adopt additional guidelines for the conduct of judicial hearings that are not inconsistent with the provisions of this Code. Such procedural guidelines must be approved by the Vice President for Student Affairs or his/her designee and must be in writing and made available to the charged student and all witnesses at least three (3) business days prior to the hearing.
- (28) Unless specifically stated otherwise herein, the provisions of this Code should be read and interpreted broadly, and are not intended to define misconduct in exhaustive terms. The Judicial Affairs Office may adopt internal operating procedures which are consistent with this Code. In instances where there may be conflict between the internal procedures and the Code, the Code shall supersede.
- (29) **Review of Code.** The Student Code of Conduct shall be reviewed on a biennial basis under the direction of the Director of Judicial Affairs who shall appoint a committee, with student representation, to evaluate the Code and make recommendations, if any, for amendments or revisions.

*Specific Authority: Article IX, section 7, Florida Constitution, sections 1006.60, 1006.61, 1006.62, 1006.63, Florida Statutes, Board of Governors Regulation 6.0105. History—New October 1, 1975, Repromulgated March 8, 1976, Amended August 6, 1978, Amended December 22, 1983, Amended September 14, 1987, January 26, 2004, Amended June 29, 2006, Amended July 15, 2013, Amended March 6, 2014, Amended July 7, 2014.*



## **Regulations of Florida A&M University**



### **2.013 Due Process, Other Rights, and Responsibilities**

- (1) The due process requirements contained below shall be applicable in all cases involving academic dishonesty and alleged violations of the Student Code of Conduct. Applicable definitions are found in Florida A&M University (“University”) Regulation 2.012, Student Code of Conduct. All definitions not included herein or in Regulation 2.012, are in accordance with definitions found in the Merriam-Webster’s dictionary located in the Office of Judicial Affairs. Due process as applied by the University and its schools, institutes, and colleges shall include, as a minimum, the following:
  - (a) The student shall be provided with written notice of the violations against him/her in sufficient detail and in sufficient time to prepare for a hearing or meeting before an appropriate committee, hearing body, or designated University official;
  - (b) The University shall establish a minimum number of days in advance of the hearing or meeting to present the written notice of violations, but in no case will this notice be less than five (5) business days, except in cases of emergency hearings as specified below;
  - (c) The student shall be entitled to a prompt hearing or meeting before an appropriate committee or hearing body, as established by the University or the student shall have the option to request resolution of the matter by an appropriate official designated by the University. The hearing shall normally be scheduled within fifteen (15) business

days from receipt of a written, signed request by the student, except in cases of emergency hearings;

- (d) The student and his/her advisor may inspect all of the information that will be presented against the student at least three (3) business days before the student disciplinary hearing or meeting, except in cases of emergency hearings where the student may inspect the information at least one (1) business day prior to the hearing. Failure of the student to request the information in sufficient time for the University to comply with the three (3) business day timeframe shall constitute a waiver of the time requirement. The University shall also have the right to inspect any information the student intends to use at least three (3) business days before the student disciplinary hearing or meeting, except in cases of emergency hearings where the University may inspect the information at least one (1) business day prior to the hearing;
- (e) The student may present information on his/her own behalf during the student disciplinary hearing or meeting;
- (f) The student may hear and question adverse witnesses who testify at the hearing or meeting;
- (g) The student shall not be forced to present testimony which would be self-incriminating; however, the University is not required to postpone the proceedings pending the outcome of a criminal or other outside proceeding. The University disciplinary proceeding is designed to address student behavior; therefore, alleged academic dishonesty or violations of the Student Code of Conduct will be addressed independently of any penalty imposed by a judicial or administrative body;
- (h) The student may, at his/her own expense and initiative, have an advisor of the student's choice present during the student conduct process who may be an attorney. It is the student's responsibility to make appropriate arrangements for the advisor to attend the student conduct proceedings and the proceedings will not be delayed due to scheduling

conflicts of the chosen advisor. The student is responsible for presenting his or her own information; therefore advisors are not permitted to speak or participate directly in any proceeding and an advisor may not act as a witness. An advisor's attempt to participate in a proceeding by speaking, presenting information or otherwise intervening in the proceeding is grounds for the advisor being required to leave. In such event, the proceeding will continue without the advisor present and the advisor's absence shall not require a delay or affect the validity of the proceedings;

- (i) The decision of Responsible or Not Responsible shall be based solely on the information presented during the proceedings;
- (j) The decisions of any committee, hearing body, or designated University official, shall be presented to the student in writing and within fourteen (14) business days following the proceeding;
- (k) The student may appeal the decision of any committee, hearing body, or designated University official, within ten (10) business days to the Dean of Students, or other designated University official, as appropriate;
- (l) The student's enrollment status will remain unchanged pending the University's final decision in the matter, except where the Vice President for Student Affairs determines that the safety, health, or general welfare of the student, other students, or the University and/or its employees is involved. If a student's privileges are temporarily revoked as described in this paragraph, but the student is subsequently found not responsible for the violations, the University will:
  - 1. Correct any record of the change in enrollment status in the student's permanent records and reports in a manner compliant with state and federal laws; and
  - 2. Refund to the student a pro rata portion of any charges for tuition and out-of-state fees, as appropriate, if the temporary revocation or suspension of the student's ability to attend classes lasts for more than ten (10) business days;

- (m) At the conclusion of the appeals process regarding violations of the Student Code of Conduct, the decision of the Dean of Students shall be final and the student's disciplinary matter shall be disposed through a final order signed by the Vice President for Student Affairs. The final order shall include notice to the student of the right to appeal to an external judicial forum, as appropriate.
- (2) Additional due process protections as may be provided by regulation or policy of the Board of Governors shall also be applicable to cases involving academic dishonesty or violations of the Student Code of Conduct as indicated by said regulation. Refer to Board of Governors Regulation 6.0105.
- (3) The Student Code of Conduct supersedes all other means of disciplining or removing students for behaviors prohibited by the University.
- (4) Victim Rights. Victim is defined as the person harmed by a violation of the Student Code of Conduct committed by the charged student. Victims have the following rights:
  - (a) To have an advisor of the alleged victim's choice accompany him/her when presenting information to the hearing body and to any other relevant meetings held throughout the disciplinary process;
  - (b) To submit a victim impact statement to the hearing body. This information may be used only in the sanctioning phase of deliberations, if the charged student is found Responsible for the violations. If the charged student appeals the decision on the basis of severity of the sanction imposed, he/she will have the right to view the victim's impact statement upon written request;
  - (c) To have unrelated past behavior excluded from the hearing. The University Judicial Officer or chairperson of the hearing body will decide if such information is unrelated;
  - (d) To submit questions to the Judicial Office at least three (3) business days prior to the hearing. The University Judicial Officer will decide whether the questions are relevant and should be presented at the hearing;
  - (e) To have personal property returned to him/her if in the current possession of the



University. The determination of when this property may be returned is left to the University Judicial Officer and/or University Department of Public Safety;

- (f) To be notified of the hearing panel's decision after the Vice President for Student Affairs has issued a final order. This will not include the sanctions the charged student is required to complete; and
  - (g) For victims of sexual misconduct violations, please refer to additional rights noted in Regulation 2.012(8)(u).
- (5) All students enrolled at the University shall be accorded the basic rights as set forth below:
- (a) The right of respect for personal thoughts; the right of freedom from indignity of any type; the right to expect an education of the highest quality; and the right to make the best of one's talents and time toward the objectives which brought him/her to the University;
  - (b) The right to inquire about and to recommend improvements in University policies, regulations and procedures through established protocol;
  - (c) The right to participate in the self-governing process of student organizations pursuant to the regulations, policy, and procedures of the University and affected organizations;
  - (d) The right to be represented on University-wide committees in accordance with University procedures;
  - (e) The right of freedom of expression and peaceful assembly as defined and governed by the constitutions of the United States and the State of Florida and the regulations of the University;
  - (f) The right to participate in dialogue during public discussions that provide a diversity of opinions;
  - (g) The right to join University clubs and organizations for educational, political, social, religious and cultural purposes in accordance with the regulations, policy, and procedures of the University and the respective clubs and organizations;
  - (h) The right of due process as outlined above; and

- (i) The right of freedom of press and media to publish and distribute materials in accordance with the Constitutions of the United States and the State of Florida and the regulations of the University.
- (6) The University encourages its students to help maintain a healthy academic climate where students can intellectually grow and develop as mature and responsible individuals. Concomitant with student rights are student responsibilities. These responsibilities include but are not limited to the following:
- (a) The responsibility of making the most of their educational opportunities by attending classes and laboratory periods on a regular basis and by completing all academic requirements, in a satisfactory manner, as stated in each course syllabus while taking advantage of the many opportunities provided in a University environment for all around personal growth, development, and maturation;
  - (b) The responsibility of knowing and observing all University policies, procedures and regulations (e.g. the General Catalog of the University and Student Handbook, including the Student Code of Conduct, etc.) as well as state and federal laws and requirements;
  - (c) The responsibility of taking the initiative in exercising the democratic processes to include, but not be limited to, voting and performing community or volunteer services;
  - (d) The responsibility of ensuring the orderly operation of the University through appropriate conduct in and out of the classroom; and
  - (e) The responsibility of assuming the consequences of one's own actions, and to avoid conduct detrimental in its effect upon fellow students and members of the University community.

*Specific Authority: Article IX, section 7(c), Florida Constitution, sections 1006.60, 1006.61, 1006.62, Florida Statutes, Board of Governors Regulation 6.0105. History New October 1, 1975, Formerly 6C3-2.13, Amended September 14, 1987, Amended June 29, 2006, Amended July 15, 2013; Amended July 7, 2014.*

## Regulations of Florida A&M University



### **2.028 Anti-hazing.**

(1) Florida Agricultural and Mechanical University (University) strictly prohibits any student(s), group(s) of students, or student organization(s) affiliated with the University from engaging in any form(s) of hazing activities. Moreover, the University has zero tolerance for violation of any provisions of the Anti-hazing Regulation 2.028. "Zero tolerance" means that given the factual circumstances of the alleged violation, the charged student may be removed from University Housing and receive a penalty up to suspension or expulsion from the University.

- (a) Due process protections in accordance with University Regulation 2.013 will be appropriately accorded the charged student.
- (b) "Student" is given the same meaning herein as it is defined in the Student Code of Conduct, Regulation 2.012.
- (c) "Engaging" is defined herein and prohibited by this Regulation as anyone who (i) perpetrates hazing activities by planning and/or executing the hazing activities; (ii) is the object of or consents to hazing activities; or (iii) observes or has knowledge of hazing activities and fails to report the incident within twenty-four (24) hours as required.
- (d) This Regulation is incorporated into University Regulation 2.012.

(2) The term hazing shall include, but not be limited to, pressuring or coercing the student into violating state or federal law, any brutality of a physical nature, such as striking in

any manner, whipping, beating, branding, exposure to the elements, forced consumption of food, liquor, drugs, or other substances, or other forced physical activities that would adversely affect the health or safety of the student and also includes any activity that would subject the student to extreme mental stress, such as sleep deprivation, forced exclusion from social contacts, forced conduct that would be demeaning or results in extreme embarrassment or any other forced activity that could adversely affect the mental health or dignity of the student. Hazing does not include customary athletic events or other similar contests or competitions or any activity or conduct that furthers a legal and legitimate objective. For purposes of this section, any activity as described above, or any action or situation that recklessly or intentionally endangers the mental or physical health or safety of a student for purposes, including, but not limited to, initiation or admission into or affiliation with a University sanctioned organization, shall be presumed to be hazing and a forced activity.

(a) It shall not be a defense that the consent of the victim to participate was obtained, the conduct or activity was not part of an official University organizational event or was not otherwise sanctioned or approved by the University organization, or the conduct or activity was not done as a condition of membership to a University organization.

(3) Any student found in violation of this Regulation from conduct occurring on-campus or off-campus will be subject to appropriate sanctions by the University, which may include but is not limited to: the imposition of fines; withholding of grade(s), transcripts and/or diplomas pending payment of fines or compliance with the Student Code of Conduct, Regulation 2.012; the imposition of counseling, probation, suspension, or expulsion of said person(s) or organization(s), the rescission of certification for the University organization(s); and/or removal from University Housing.

(4) All penalties imposed by the University do not absolve the student(s), group(s) of students, or student organization(s) from any penalty imposed for violation of the criminal laws



of the State of Florida, including but not limited to such criminal penalties prescribed in section 1006.63, Florida Statutes, for penalties imposed in civil proceedings or for violation of any other University Regulation(s) to which the charged student(s) may be subject.

(5) All University certified organizations are required to include in their by-laws an anti-hazing section fully incorporating this Regulation. A copy of the by-laws shall be kept on file in the Office of Student Activities. Advisors and each member of a University certified organization must attend one Fall semester and one Spring semester hazing workshop each academic year.

(6) Any person, including trustees, administrators, faculty, staff, students, members of direct support organizations, vendors, guests and volunteers having knowledge of or receiving information regarding any activity which may constitute hazing or a violation of this regulation must contact the FAMU Department of Public Safety at (850) 599-3256 or [www.stophazingatfamu.com](http://www.stophazingatfamu.com) within twenty-four (24) hours of gaining such knowledge or receiving information. Any person who fails to report any activity of hazing shall be in direct violation of this regulation.

(7) It shall be expressly prohibited for any person, including trustees, administrators, faculty, staff, students, members of direct support organizations, vendors, guests and volunteers, to retaliate against a person because that person has been a victim of hazing, reported hazing, refused to participate in hazing, assisted in the investigation of hazing, or participated in the prosecution of any alleged hazing.

(8) Any person who has experienced retaliation for reporting any activity, which may constitute hazing or a violation of this regulation, shall have the right to file a retaliation complaint with the Division of Audit and Compliance within twenty-four (24) hours of becoming aware of the act of retaliation at (866) 445-4968.

*Specific Authority: Article IX, Section 7(c), Florida Constitution 001.74(4), FS. Law Implemented 1001.74(10)(d), (e), 1006.60, 1006.61, 1006.62, 1006.63 FS. History—New 4-3-83, Formerly Rule 6C3-2.028, Amended 1-26-04, 5-9-12. Amended 7-15-13.*

## Regulations of Florida A&M University



### **6.001 Purchasing Program**

(1) *Intent.* It is the intent of the University to acquire quality goods and services as economically as possible, within reasonable or required time frames, while promoting fair and open competition in the public procurement process. This regulation establishes effective management oversight of the University's procurement process in order to reduce the appearance and opportunity for favoritism, to ensure that contracts are awarded equitable and economically and to preserve the integrity of University purchasing and contracting.

(2) *Purpose.* These regulations implement the University's delegated authority from the University Board of Trustees with respect to the powers, duties and functions of the institution's purchasing jurisdiction as provided in Sections 1001.74(5), 1001.75(5), and 1010.04, Florida Statutes (F.S.).

(3) *Application.* These regulations shall apply to all expenditure of funds of the University, irrespective of their source, including federal assistance monies, except University Direct Support Organization funds, (as defined in section 1004.28, (F.S.). The Board of Directors of each University Direct Support Organization shall establish procurement policies and procedures for the expenditure of DSO funds. Such policies and procedures shall be submitted the University Board of Trustees for review.

(4) *Procurement Organization.*

(a) The University Board of Trustees. By this regulation, the University Board of Trustees exercises their statutory authority to establish a process to coordinate procurement policies, procedures and practices to be used in acquiring commodities and contractual services required by the University.

(b) The University President. As Chief Executive Officer of the University, the President has the responsibility to implement the University's procurement authority as consistent with the regulations and policies of the University Board of Trustees. The University President has statutory authority to approve, execute and administer contracts for and on behalf of the

University Board of Trustees for licenses; the acquisition or provision of commodities, goods, equipment and services; leases of real estate and personal property and planning and construction to be rendered to or by the University provided such contracts are within the law and the regulations and policies of the University Board of Trustees. The University Board of Trustees further delegates to the University President the authority to procure by installments or lease-purchase. The President may delegate all or any portion of such authority, which is not required by law, regulation or the University Board of Trustees to be exercised personally, to any employee of the University in the interest of the efficient and effective operation of the University.

(c) Delegation of Purchasing Authority.

1. Duties and Powers. The Director of Purchasing is delegated authority to serve as the central procurement officer for the University, and shall exercise the powers, duties and functions pertaining to the procurement of commodities and contractual services. The Director may delegate to the Purchasing Department staff such portions of those powers, duties and function as deemed appropriate, except the authority to execute contracts.
2. Purchases of commodities and services for the following areas need not be procured through the Purchasing Department: purchases by the Facilities Planning and Construction Department related, but not limited to planning and construction, acquisition of professional architecture, engineering, landscape architecture or land surveying services and books and periodical purchased by University Libraries. Such purchases shall be processed by the appropriate University Department in accordance with applicable law and the regulations and policies of the University Board of Trustees.

*Specific Authority 1001.74(4), F.S. Law Implemented 1001.74(5), 1001.75(5), 1010.04, F.S. History – New 12-07-06.*

## Regulations of Florida A&M University



### 6.002 Standard of Conduct.

(1) University employees are governed by and must comply with provision of the Florida Code of Ethics for Public Employees, Chapter 112, Part 3, Florida Statutes as well as University regulations and University Board of Trustees policies governing conflicts of interest.

(2) It shall be a conflict of interest and breach of ethical standards, subject to disciplinary action, for any employee of the University to:

- a. participate directly or indirectly in a procurement when the employee knows that:
  - i. the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
  - ii. a business or organization in which the employee or any member of the employee's family, spouse, children, parents, brothers and/or sisters has a financial interest pertaining to the procurement; or
  - iii. any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement, or
- b. accept, solicit, or agree to accept a kickback, offer of employment or gratuity, of any kind, form or type in connection with any contract for commodities or services.

(3) It shall be a breach of ethical standards, subject to debarment or suspension, for any person or potential contractor to offer an employee of the University a kickback, offer of employment or a gratuity of any kind, form or type in an attempt to influence the development of a contract or potential contract for commodities or services.

*Specific Authority 1001.74(4), F.S. Law Implemented 112.313, 112.3148, 1001.74(5) F.S. Amended 12-7-06.*



## Regulations of Florida A&M University



### 6.003 Definitions.

- (1) *Artistic Services* - Services provided by an individual or group of individuals who profess and practice a skill in the area of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, web design, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio or tape and sound recording or in any other related field.
- (2) *Bidder/Offeror* – A person or business submitting a response to a competitive solicitation.
- (3) *Blanket Purchase Order* (Blanket Order) - An arrangement under which the University contracts with a vendor/contractor to provide the University's requirements for an item or a group of items or a service, ordered on an as needed basis. It prescribes the contract term and maximum amount of money which may be spent. No purchase may be divided into two or more purchases for the purpose of evading the competitive solicitation requirement and each purchase made under a blanket purchase order should be of the kind that could be made without competitive solicitation if there were no blanket purchase order.
- (4) *Commodity* - Any of the various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer or other portable structure, which are purchased, leased, lease-purchases or otherwise contracted for by the University. "Commodity" also includes interest on

deferred payment contracts entered into by the University for the purchase of other commodities. Printing of publications shall be considered a "commodity" when let upon contract in accordance with this Regulation. Software to be used pursuant to license agreements shall be considered a "commodity."

- (5) *Competitive Bid/Proposal* - The response submitted to an Invitation to Bid, Invitation to Negotiate, or a Request for Proposal by responsive and responsible bidders or offerors.
- (6) *Competitive Negotiation* - The establishment of a contract through deliberation, discussion or conference on the specifications, terms and conditions of a proposed agreement.
- (7) *Competitive Solicitation* - An Invitation to Bid, Request for Proposal, Request for Quotation or Invitation to Negotiate to competitively select a contractor.
- (8) *Construction* - Construction means the process of building, altering, repairing, renovating, improving or demolishing any public facility or other improvements to any public real property by contract.
- (9) *Contract*- document issued by the Purchasing Department, including purchase orders and agreements, regardless of their designation.
- (10) *Contractor/Vendor* - A person or firm who contracts to sell commodities or contractual services to the University.
- (11) *Contractual Service* - The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. "Contractual service" does not include labor or materials or selection of professional services for the construction, renovation, repair or demolition of facilities.

- (12) *Definite Quantity Contract*- a contract whereby the contractor agrees to furnish a specific quantity of an item or items at a specified price and time to specified locations. Delivery and acceptance of the specific quantity by the University completes such contract.
- (13) *Direct Owner Purchase* – The purchase of materials and equipment by the University that are originally included in a construction managers, contractors or subcontractors bid or proposal for university construction project.
- (14) *Emergency*- A sudden unforeseen turn of events detrimental to health, safety and welfare of the public or the University.
- (15) *Electronic Posting or Electronically Post* – means the posting of solicitations, university decisions or intended decisions, or other matters relating to procurement on the Purchasing Department website designated by the University for this purpose.
- (16) *Exceptional Purchase* - Any purchase of commodities, contractual services or construction excepted by law or regulation from the requirements for competitive sealed bids/proposals or acquisition including purchase from a single source, purchase upon receipt of no competitive bids/proposals and purchase through negotiation.
- (17) *Extension* - An increase in the time allowed for the contract period due to circumstances which, without fault of either party, makes performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the dollar amount, with any increase to be based on the method and rate previously established.
- (18) *Independent Contractor* - A person or firm who provides a service to the University, but does not have any employment or other relationship or connection with that University, except as provided in s. 112.313, F.S.

- (19) *Identical (Tie) Bid* – Identical bids are two or more responsive bids which are equal in price, quality and service meeting all requirements of the solicitation.
- (20) *Invitation to Bid* - A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and the commodity, group of commodities or services defined, for which bids are sought.
- (21) *Invitation to Negotiate* - An invitation extended to prospective contractors/vendors by the University, whether by advertisement, written solicitation, electronic media or any other form of communication, to define the specifications, terms and conditions of a contract for commodities or contractual services. Cost may or may not be a consideration in the initial stages of negotiating.
- (22) *Minor Irregularity* – A variation from the competitive solicitation terms and conditions which does not affect the price of the solicitation, or give the bidder or offeror an advantage or benefit not enjoyed by other bidders or offerors, or does not adversely impact the interests of the University.
- (23) *Minority Business Enterprise* - A business concern as defined in s. 288.703(2), F.S.
- (24) *Notice of Intended Award and Award.*
- (a) Notice of award or intent award, including rejection of some or all of bids/proposals received, and intent to negotiate shall be given by posting electronically on the Purchasing Department website designed by the University and by posting bid/proposal tabulations where the bids/proposals were opened, or by certified United States mail, return receipt requested, other express delivery service, or as specified in the solicitation. All notices of decision or intended decisions shall contain the statement. “Failure to file a protest within the time prescribed herein shall constitute a waiver of any challenges to the actions,” and show the beginning and ending posting time and dates for the



bid/proposal posting, or if noticed by certified mail, indicated such action must be taken with 72 hours after receipt of such notice.

- (b) The contract shall be awarded by purchase order, agreement or other written notice to the responsive/responsible bidder/proposer pursuant to the award criteria contained in the solicitation document for the commodities or contractual services University regulations and state laws, except that every procurement of contractual services in excess of \$50,000 shall be evidenced by a written agreement conforming to the provisions of this chapter.
  - (c) Issuance of a purchase order or execution of a contract by both parties for the purchase of commodities, contractual services or construction shall establish a contract between the University and the supplier on the terms, conditions and prices specified in the solicitation response.
- (25) *Person*- shall have the meaning provided in Section 1.01(3), Florida Statutes. *Price Agreement* - An agreement which the Purchasing Department negotiates with a vendor to furnish items at a predetermined price. The agreement involves a minimum number of units, provides for orders to be placed directly with the vendor by the Purchasing Department and runs for a limited period of time.
- (26) *Public Entity Crime* - A violation of any state or federal law by a person in the transaction of business with any public entity of any state or with the United States government involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (27) *Purchase* - An acquisition of commodities or services obtained by purchase order or contract whether by rent, lease, installment or lease purchase, outright purchase, or license.

- (28) *Purchases for Resale* -The purchase of commodities or contractual services acquired for the purpose of selling them for the benefit of the University. Such purchases are exempt from competitive solicitation.
- (29) *Purchase Order* - University document to formalize a purchase transaction with a vendor/contractor. The purchase orders should be numbered consecutively and contain statements regarding the quantity, description, and price of goods and services ordered; applicable terms as to payment, discount, date of performance, and transportation; and other factors or suitable references pertinent to the purchase such as bid number or contract number and shall be signed by the Purchasing Director, Assistant Director of Purchasing or authorized designee.
- (30) *Renewal* - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew.
- (31) *Request for Information* – A written request to vendors for information concerning commodities or contractual services. Responses to these are not offers and may not be accepted by the University to form a binding contract.
- (32) *Request for Quotation* – An oral or written request for pricing from a vendor for commodities or contractual services which does not require competitive solicitation. Written evidence of oral quotations shall be maintained.
- (33) *Request for Proposal* - A written solicitation for competitive proposals for commodities or contractual services with the title, date, and hour of the public opening designated. The request for proposal may be used when the scope of work is not clearly defined.
- (34) *Requisition* - A formal written request to procure commodities, services or construction on behalf of a program area. Requisitions must be approved by an authorized person,

and must be filed with the Purchasing Department. The requisition serves to notify the Purchasing Department of University needs.

- (35) *Response/Reply*- a bid, proposal or offer to negotiate submitted as a result of a competitive solicitation that designates the title, date and time of the public opening. The response shall include and be submitted in accordance with instructions provided in the competitive solicitation.
- (36) *Responsive/Responsible Bidder or Offeror* - A contractor/vendor who has submitted a bid or proposal that conforms in all material respects to a competitive solicitation and has the capability in all respects to fully perform the contract requirements and reliability that will assure good faith performance.
- (37) *Specifications* - any description of the physical, performance or functional characteristics of a commodity or contractual services. It may include plans, drawings, samples or a description of any requirement for inspection, testing or preparing a commodity or contractual service for delivery.
- (38) *Term Contract* -- An indefinite quantity contract for the purchase of commodities or contractual services during a prescribed period of time.
- (39) *University* - University means the Florida Agricultural and Mechanical University.

*Specific Authority-Board of Governors Regulation Development Procedure dated July 21, 2005; Law Implemented-Article IX, Florida Constitution, Board of Governors Resolution Adopted January 7, 2003, 288.703(2), F.S. History – New 12-7-06; Amended 8-25-08.*

## **Regulations of Florida A&M University**



### **6.004 Duties of the Purchasing Department.**

- (1) Canvass sources of supply and contracting for the purchase or lease of all commodities and contractual services for the University, in any manner, including purchase by installment or lease-purchase contracts. Installment or lease-purchase contracts may provide for the payment of interest on unpaid portions of the purchase price.
- (2) Remove any contractor from the University's competitive vendor list that fails to fulfill any of its duties specified in a contract with the University or governmental entity, that fails to respond to two (2) or more invitations, that attempts to unlawfully influence an award or other pertinent factor, bankruptcy and that is charged or convicted before a court of competent jurisdiction with committing fraud, misdemeanor or felony in connection with the business' commercial enterprise and to reinstate any such contractor when satisfied that further instances of default will not occur. A "No Bid" submission or similar response is considered a response under this section.
- (3) Plan and coordinating purchases in volume and negotiating and executing agreements and contracts for commodities and contractual services under which the University may make purchases.
- (4) Develop an Annual Certification List to serve as a waiver of the competitive solicitation requirement for commodities or services that are frequently purchased and are available from a single source.
- (5) Evaluate contracts for commodities or services entered into by other governmental or educational entities (including the Federal Government, other state governments, political subdivisions, or any public or private university or educational cooperative or educational consortium) as a result of competitive solicitation. Approve the University's use of such contracts (in lieu of issuing a competitive solicitation) for the procurement of the same commodities and services, when it is determined to be cost effective and in the best interest of the University to do so.

- (6) Elect as an alternative to any protest to proceed with a solicitation or contract award process when it is set forth, in writing, that the particular facts and circumstances which demonstrate that the delay due to staying the solicitation or contract award process would be detrimental to the interests of the University. After the award of contract resulting from a competitive solicitation in which a timely protest was received and in which the University did not prevail, the contract will be canceled and re-awarded to the prevailing party unless the final order or settlement between the parties provides otherwise.
- (7) Award contracts for commodities and contractual services to multiple suppliers, if it is determined to be in the best interest of the University. Such awards may be on a university, regional or multiple state university-wide basis and the contracts may be for multiple years.
- (8) Reject or cancel any or all competitive solicitations when determined to be in the best interest of the University.
- (9) Right to Waive Minor Irregularities for Commodities/Contractual Services. The University shall reserve the right to waive minor irregularities in an otherwise valid response.
- (10) In consultation with the University Controller, authorize the payment of deposits or advance payments for a commodity or contractual service when the University Controller and Director of Purchasing determine that it is in the best interest of the University.
- (11) Develop administrative purchasing policies and procedures in furtherance of this regulation.
- (12) Purchasing shall prepare, issue, revise, maintain and monitor the use of specifications for supplies, services and construction required by the University.
- (13) Approve and execute contracts for goods, equipment and services to be rendered to the University as otherwise provided herein, provided such contracts are: for the implementation of approved programs of the University, in conformance with policies of the University Board of Trustees and compliant with applicable laws and regulations.

*Specific Authority- Board of Governors Regulation Development Procedure dated July 21, 2005; Law Implemented Article IX, Florida Constitution, Board of Governors Resolution Adopted January 7, 2003, History – New 12-07-06; Amended 8-25-08.*



## Regulations of Florida A&M University



### **6.005 Purchase of Commodities and Contractual Services.**

(1) Purchases with a value of up to \$5,000 shall be carried out using good purchasing practices. Purchases with a value of \$5,000.01 up to \$10,000 shall be carried out using good purchasing practices which shall include but not be limited to two (2) or more written quotations or written records of verbal quotations. Purchases with a value of \$10,000.01 but less than \$75,000 shall be made by securing at least three (3) written quotations. If verbal quotations are received, the company name and company contact person, date and address of company and amount quoted shall be a part of the written documentation. All purchases with value which exceed \$75,000 shall be awarded pursuant to a competitive solicitation, unless otherwise authorized herein. If the University determines that commodities/contractual services are available only from a single source or that conditions warrant negotiation on the best terms and conditions, the University may proceed with the procurement. The University shall document the conditions and circumstances used to determine the procurement method.

(2) *Purchase of Private Attorney Services.* Written approval from the General Counsel of the University is required for private attorney services acquired by the University.

(3) *Purchase of Insurance.* The University has the authority to purchase insurance as deemed necessary and appropriate for the operation and educational mission of the University. Examples of insurance coverage that may be acquired by the University include:

- (a) Physical damage on vehicles and boats;
- (b) Inland marine on property owned, leased, or loaned to or by the University;
- (c) Building and property damage;
- (d) Equipment losses due to theft;
- (e) Equipment subject to transportation;
- (f) Loss of rental income;
- (g) Commercial general liability insurance for scientific equipment;

- (h) Excess general liability coverage;
  - (i) Camps insurance.
- (4) *Purchase of Printing.* Printing shall be purchased in accordance with Chapter 283, F.S.
- (5) *Purchases from Minority Business Enterprises.* The University is an equal opportunity institution which encourages and promotes procurement participation and contracting with minority business enterprises (“MBEs”). MBEs should have a fair and equal opportunity to compete for dollars spent by the University to procure commodities and services. Competition ensures that prices are competitive and that a broad vendor base is available. The University will use good faith efforts to ensure that MBE vendors are aware of procurement and contract opportunities.
- (6) *Purchases from Contractors Convicted of Public Entity Crimes.* The University shall not accept a competitive solicitation from, or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.
- (7) *Purchases for Personal Convenience Prohibited.* Items requested that are of a personal nature or for personal convenience of employees shall not be purchased. Examples are: fans, heaters, coffee pots, mugs, refrigerators, microwaves, picture frames, wall hangings, smoke/air filters and various decorative items.
- (8) *Cooperative Purchasing.* The University may participate in, sponsor, conduct or administer cooperative purchasing agreements for the procurement of any supplies, service or construction with one or more University in that State University System, the Board of Governors or other governmental agencies/entities. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between Universities and open-ended procurement with contract which are made available to other state entities.
- (9) *Competitive Solicitation.*
- (a) *Purchases Exceeding \$75,000.* All contracts for the purchase of commodities or contractual services exceeding \$75,000 shall be awarded pursuant to a competitive solicitation, unless otherwise authorized herein. The purchase of commodities and contractual services shall not be divided to avoid the

requirement of competitive solicitation. The opportunity to respond to a competitive solicitation is a privilege, not a right.

- (b) *Advertisement.* Competitive solicitations for purchases in excess of \$75,000 shall be electronically posted on the Purchasing Department website designed by the University and electronically posted on Florida Communities Network and may be advertised in a newspaper of general circulation or in the Florida Administrative Weekly. The Director of Purchasing shall have the authority to waive the advertisement requirement when determines in writing to be in the best interest of the University. The Director of Purchasing shall waive the advertisement requirement when the number of potential bidders or proposers is limited and can be solicited, when the availability of funding so requires, or where delivery is urgent.
- (c) *Receipt of Responses.* Competitive solicitation responses shall be delivered, as directed in the competitive solicitation to the Purchasing Department or as otherwise directed, at or prior to the date and time specified in the competitive solicitation. Responses that are not delivered to the specific location, no matter what the reason, shall not be considered. It is the offeror's responsibility to assure that their response is delivered at the proper time and place.
1. Prior to the time a competitive solicitation is opened, the Director of Purchasing or designee, may change or correct the terms, conditions, or specifications by posting or issuing an addendum to all known recipients of the competitive solicitation.
  2. An offeror to a competitive solicitation may withdraw or correct a response prior to the time that the competitive solicitation is opened. Any alteration or correction to a response must be in writing and signed by the authorized representative who signed the original response.
- (d) When only one response is received to a competitive solicitation for commodities or contractual services exceeding \$75,000, the University will review the solicitation response and circumstances surrounding the solicitation to determine if a second call for a competitive solicitation is in the best interest

of the University. If it is determined that a second call would not serve a useful purpose, the University will proceed with the acquisition after written justification prepared by the Director of Purchasing and approved by the Vice President for Fiscal Affairs prior to the acquisition.

- (e) When multiple responses that are equal in all respects are received to a competitive sealed solicitation, the University will give preference to responses that include commodities manufactured in the State of Florida, Florida businesses, businesses with a drug-free workplace program, or foreign manufacturers located in the state, to determine the contract award. If these conditions do not exist or are the equivalent between two or more responses, the toss of the coin shall be used to award the contract.
- (f) Late responses to a competitive solicitation shall remain sealed and shall not be evaluated.
- (g) In the case of extension errors in a response to a competitive solicitation, the unit price will prevail.
- (h) *Withdrawal of Response.* A vendor may withdraw their competitive solicitation in writing within 72 hours of the competitive solicitation opening, if the competitive solicitation is clearly erroneous and the error can be independently verified, it may be withdrawn prior to final award or purchase order being issued or thereafter with written consent of the President or designee when the interest of the University will not be adversely affected by the withdrawal.
- (i) *Evaluation Committee.* The President or President's designee shall appoint at least three persons to evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought. And, at least three persons to conduct negotiations during a competitive solicitation who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements of which commodities or contractual services are sought. The President or President's designee may bring in an outside consultant(s) to assist in the decision.

- (j) *Posting of Award.* The intended award shall be electronically posted on the Purchasing Department website designated by the University or publicly posted by the Office which issues the competitive solicitation for 72 hours which is interpreted as three working days excepting Saturdays, Sundays, or State holidays.
  - (k) *Protest.* Any qualified offeror who is adversely affected by the university's decision may file a written notice of intent to protest within 72 hours after university posting of award or intent to award notice. The protesting firm *must reduce* its complaint to written petition and file it with the president within ten (10) calendar days from registration of the original complaint. If the competitive solicitation documents require the posting of a bond with the protest, the bond shall be included with the protest.
- (1) Failure to file a notice of protest or the written petition, including posting of the required protest bond, shall constitute a waiver of the right to protest proceedings.
  - (2) Upon receipt of the formal written petition filed in accordance with this regulation, the president or designee shall delay the execution of the contract until the protest is resolved by mutual agreement between the parties or by final presidential action, unless the president shall make a finding and declares that such delay would cause serious danger to the public health, safety or welfare.
  - (3) Petitions involving disputed issues of material fact shall be referred for a quasi-judicial hearing. The president shall designate an administrative law judge to conduct a hearing in the accordance with university procedures. At the conclusion of the hearing, the administrative law judge shall submit a written recommendation order to the president. The president shall then issue a preliminary order for final action and notify the firm of such order. The preliminary order of the president shall be final, unless the firm under consideration takes exception to such order. At the end of the period for filing exceptions, the president will review the preliminary order and any exceptions that have been filed, and will render the final order. The decision of the president is final. Appellate review of



the final order shall be in accordance with the requirements of Rule 9.190(b)(3), Florida Rules of Appellate Procedures.

(10) *Purchasing actions that are not subject to the competitive solicitation process include:*

- (a) *Emergency Purchases.* When the President or Vice President for Fiscal Affairs certifies in writing, that a condition exists that threatens the health, welfare, or safety of person(s) or animal(s) or the preservation or protection of property, the continuance of a vital University function, or when the delay incident to such procurement may be detrimental to the interest of the University, the University will proceed with an emergency purchase without a competitive solicitation, provided that such emergency procurement is made with such competition as is practical under the circumstances. The certification shall be received within thirty (30) days of the declaration of the emergency. The written certification shall be included in the Purchasing Department file.
- (b) *Sole Source Purchases.* Upon receipt of justification from the user department, school, college or division and the proposed single source, the Director of Purchasing or designee may select a single source without competitive solicitation if, after conducting a search for available sources, the Director of Purchasing or designee certifies in writing that only a single source is practicable or for other reasons a single source selection is in the University's best interest. Upon Purchasing Director's written approval of a sole source selection, contract negotiations shall commence with the single source. The Purchasing Department shall maintain a record of the sole source procurement. The sole source document shall be publicly posted by the Purchasing Office for three working days. The President or Vice President for Fiscal Affairs may approve and execute an annual certification list for those commodities and services purchased on a regular basis and proved to be available from a single source.
- (c) *Other Governmental or University Contracts.* Purchases from competitively solicited Contracts and Negotiated Annual Price Agreements established by the State, other governmental entities, university in the state of Florida, other public

or private educational institutions, and educational cooperatives and educational consortiums are not subject to further competitive solicitation.

- (d) *Construction Direct Purchase Program.* Commodities to be incorporated into any public work (as that term is defined in 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchase program are not subject to any further competitive solicitation.

(11) *Commodities and Contractual Services that are not subject to the competitive solicitation process include:*

- (a) Academic Reviews;
- (b) Accounting Services;
- (c) Auditing services;
- (d) Advertising;
- (e) Artistic Services;
- (f) Family placement services;
- (g) Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration. Prescriptive assistive devices for medical, developmental or vocational rehabilitation including, but not limited to prosthetics, esthetics, and wheelchairs, provided the devices are purchased on the basis of an established fee schedule or by a method that ensures the best price, taking into consideration the needs of the client;
- (h) Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed;
- (i) Services provided to persons with mental or physical disabilities by not-for-profit corporations organized under the provisions of s. 501(c)(3) of the Internal Revenue Code or services governed by the provisions of the Office of Management and Budget Circular A-122;

- (j) Lectures;
- (k) Legal services, including attorney, paralegal, expert witness, appraisal, arbitrator or mediator services;
- (l) Payment of membership dues pursuant to Section 216.345, F.S.;
- (m) Programs, conferences, workshops or continuing education events that are offered to the general public for which fees have been collected to pay all expenses associated with the program or event or that are required by a grant to be purchased, attended held or organized;
- (n) Purchases from firms or individuals that are prescribed by state or federal law or specified by a granting agency;
- (o) Purchases from the Annual Certification List developed by the University;
- (p) Purchases for resale;
- (q) Contracts or services provided by not-for-profit support and affiliate organizations of the University, direct support organizations, health support organizations and faculty practice plans;
- (r) Implementation/programming/training services available from owner of copyrighted software or its contracted vendor;
- (s) Extension of an existing contract;
- (t) Renewal of an existing contract if the terms of the contract specify renewal option(s);
- (u) Regulated utilities and government-franchised services, Regulated public communications, Long distance telecommunications;
- (v) Purchases of materials, supplies, equipment, or services for research purposes when the Vice President for Research or designee certifies in writing that, in a particular instance, it is necessary for the efficient or expeditious prosecution of a research project, in accordance with Regulation 6.007; and
- (w) Training and education services.

(12) *Participants in Contract Awards Not Subject to Competitive Solicitations.*

- (a) No individual, firm or contractor/vendor who receives a contract to perform a feasibility study for potential implementation of a subsequent contract,

participates in the drafting of a competitive solicitation, or develops a program for future implementation shall be eligible to contract with the University dealing with the specific subject matter.

- (b) All persons taking part in the development or selection of criteria for evaluation, the evaluation process, and the contract award process in any purchase shall be independent of and have no conflict of interest in the entities evaluated and awarded the contract. Such persons shall follow all relevant portions of the State of Florida Code of Ethics for Public Employees, Chapter 112, Part 3, Florida Statutes and the Universities regulations and University Board of Trustees policies governing conflicts of interest.

(13) *Bond Requirements.*

- (a) Solicitations Security. A certified, cashier's or treasurer's check, bank draft, bank official check or bid bond may be required as a condition for participation in a competitive solicitation.
- (b) Payment and Performance bonds.
  - (1) Any contractor contracting with the university to provide commodities, services or commodities which include installation, may be required to furnish a payment and performance bond, with good and sufficient securities, to the university prior to the issuance of the contract.
  - (2) The bond or security must be in an amount equal to 100% of the response submitted to the competitive solicitation.
- (c) Solicitation Protest Bond. Any entity filing an action protesting a decision or intended decision pertaining to a competitive solicitation shall, at the time of filing of the formal protest, post with the university a bond payable to the university in the amount equal to: 10% of the estimated value of the protestor's bond or proposal; 10% of the estimated expenditure during the contract term: \$10,000; or whichever is less. The bond shall be conditioned upon the payment of

all costs which may be adjudged against the entity filing the protest action. In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond. Failure of the protesting entity to file the required bond, cashier's check, bank official check or money order at the time of filing the formal protest shall result in the denial of the protest.

(14) *Contracts.*

(a) Contracts for commodities or contractual services or licenses shall consist of a purchase order or bilateral agreement signed by the Director of Purchasing, University President or University President's designee, in accordance with the requirements herein, prior to goods or services being rendered by the contractor or within thirty (30) days of the good and services being rendered in the case of a valid emergency as certified by the President or Vice President for Fiscal Affairs. Such purchase orders and bilateral agreements shall contain the following provisions:

1. A provision providing dates of service.
2. A provision detailing price and payment terms.
3. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
4. A provision that bills for any travel expenses be submitted in accordance with section 112.061, Florida Statutes. The university may establish rates lower than the maximum provided in section 112.061, F. S.
5. A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by the contract manager prior to payment.
6. A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.



7. A provision specifying that the contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer, specifying the renewal price for the contractual services purchased by competitive solicitation which shall be set forth in the competitive solicitation, specifying that costs for the renewal may not be changed, and specifying that renewals shall be contingent upon satisfactory performance evaluations by the University and are subject to the availability of funds.
  8. A provision allowing unilateral cancellation by the University for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless records are exempt from section 24(a) of Art. I, of the State Constitution and section 119.07 (1), F. S.
  9. Any contract for the purchase of services or tangible personal property for a period in excess of one fiscal year shall include the following statement: "The State of Florida's and University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."
  10. Extension of a contract shall be for a period not to exceed 12 months, shall be in writing, shall be signed by both parties, and shall be subject to the same terms and conditions set forth in the initial contract and any amendments thereto. There shall be only one extension of a contract.
  11. A Public Records, Chapter 119, F.S., provision.
  12. A provision stating the University does not indemnify or hold harmless any party or entity.
  13. A provision prohibiting contingency fees termination clause
- (b) The President or President's designee is authorized to enter into deferred payment agreements when it is financially advantageous to the University. The University may utilize the State of Florida Department of Financial Services Consolidated Equipment Financing Program if it is deemed financially advantageous. When

the Consolidated Equipment Financing Program is used, the University will submit the contract to the State of Florida Chief Financial Officer for the purpose of pre-audit review and approval prior to acceptance by the University. No agreement shall establish a debt of the State or shall be a pledge to the faith and credit of the State; nor shall any agreement be a liability or obligation of the State except from appropriated funds.

- (c) In order to promote cost effective procurement of commodities and contractual services, the University may enter into contracts that limit the liability of a contractor/vendor consistent with Section 672.719, F.S. and consistent with the lawful limits of sovereign immunity.
- (d) The total value of the contract shall be the purchase price for the initial term plus all renewal costs.
- (e) The Director of Purchasing shall approve contracts and contract amendments up to \$25,000. The President or President's designee shall approve contracts and contract amendments from \$25,000 to \$75,000. All contracts and contract amendments from \$75,000 to \$ 1,000,000 shall be approved by the University President, unless otherwise delegated by the University President or the University Board of Trustees. All contracts which exceed \$1,000,000 shall be approved by the University Board of Trustees. The authority to execute contracts may be further delegated by the University Board of Trustees or the University President.
- (f) All contracts must be approved by the University Attorney as to form and legal sufficiency, except form contracts issued by the General Counsel, which have not been amended.

*Specific Authority- Board of Governors Regulation Development Procedure dated July 21, 2005; Law Implemented- Article IX, Florida Constitution, Board of Governors Resolution Adopted January 7, 2003, 672.719, , 1004.22(7), F.S. History – New 12-07-06; Amended 10-26- 07; Amended 8-25-08.*

## **Regulations of Florida A&M University**



### **6.007 Sponsored Research Exemptions.**

(1) (a) General Information: Section 1004.22(7), F.S., allows the University, in particular instances, to exempt the purchase of materials, supplies, equipment or services for research purposes from the general purchasing requirements of Florida Statutes. In addition, Section 1004.22(10), F.S., allows exemption from Chapters 215 [Financial Matters], 216 [Planning and Budgeting], and 283 [Public Printing and Stationary], subject to Section 1004.22(7), F.S.

(b) The exemption may be exercised when the Vice President for Sponsored Research submits to the President a Division of Sponsored Research Exemption Form, available in the Purchasing Department, which will certify that the exemption is necessary for the efficient or expeditious prosecution of a sponsored project.

(2) Exemption Criteria: Exemptions may be granted for transactions that exceed the University's competitive solicitation threshold of \$75,000 when the conditions as noted exist.

#### **(a) Competitive Bidding:**

1. The request to be exempted from the competitive bidding requirements must demonstrate that the exemption is "necessary for the efficient or expeditious prosecution of a research project." This may be shown by any one of the following conditions: where a certain vendor is specified in a prime contract or grant award; a certain vendor is approved in writing by the prime contractor or granting agency in accordance with the provisions of the prime contract or grant award; the purchase of specific goods or services from a certain vendor is demonstrated to be more efficient or expeditious based on compatibility, availability, or the current capabilities of the Principal Investigator and staff; the purchase of specific goods or services from a certain vendor is demonstrated to be necessary to meet the time requirements of the prime contract or grant award; the purchase of specific goods or services from a certain vendor is demonstrated to be mandated by scientific or technical

requirements; the purchase of specific goods or services from a certain vendor is demonstrated to be at a cost below industry norms, or other conditions which are demonstrated to meet the statutory requirements necessary for expeditious prosecution of a research project.

- (b)
1. The Principal Investigator will initiate the request for an exemption by submitting the request to the Division of Sponsored Research, allowing at least three days for adequate review as well as: a detailed justification for the request; a quotation showing the vendor's price; a statement and/or evidence, that some form of price comparison or determination of price reasonableness has been performed.
  2. The request shall be accompanied by the general requisition and by any additional essential documentation.

(c) Advance Payments and Documentation. The request for an advance payment, must meet the following conditions:

1. Advance Payments: The request for an advance payment must be necessary to: fund extensive start-up costs; realize discounts or cost savings; or create adequate cash flow in order to provide required goods or services.
2. The Principal Investigator must be responsible for determining that all goods/services, for which an advance payment has been made, are satisfactorily received.
3. Documentation: To insure the availability of adequate records for the review of fiscal records, subcontractors' invoices shall contain a level of detail that is, at a minimum, commensurate with the level of detail and reporting required of the University by the Prime Contract or grant award.

(d) When an exemption under Section (2)(c), is authorized, the contract will contain the following provision: "The Contractor agrees to return to the University any over payments due to unearned funds or funds disallowed pursuant to the terms of this Contract or by the prime agency that were disbursed to the Contractor by the University. Such funds shall be considered University funds and shall be refunded to the University within 45 days following the time the overpayment and/or disallowance is discovered unless otherwise authorized by the University in writing. The Contractor's failure to return such funds within 45 days shall subject Contractor to a separate interest penalty, for late payment, as set forth in Section

55.03, F.S. as well as any applicable fees, costs including attorneys' fees and costs associated with any collection action to recover such funds. In addition, the Contractor agrees to exclude from its expenditure reports and any other claims for reimbursement any amounts disallowed by the prime agency and/or the University in accordance with the terms of this Contract.”

(e) Miscellaneous Exemptions: Other exemptions provided for in Section 1004.22, F.S. may also be authorized if it can be demonstrated that they are necessary for the efficient or expeditious prosecution of a project. Exemptions may include:

1. Travel: A subcontractor may be reimbursed for travel expenses of non-State of Florida personnel performing travel under a sponsored research subcontract in accordance with the provisions of the applicable prime contract or grant and the travel allowances normally provided by the subcontractor. The exemption will accompany the Travel authorization Request (TAR) to the University Travel Office. In addition, documentation on the travel allowance provided by the subcontractor must also accompany the TAR.

2. Confidentiality: Where the conditions of Section 1004.22 (2), F.S., are met, some information may be protected from disclosure as a public record pursuant to Chapter 119, F.S., if the research activity necessitates an exemption from public scrutiny.

(3) Certification by Vice President for Sponsored Research: To execute an exemption, the Division of Sponsored Research shall deliver to the University President a notarized Sponsored Research Exemption form signed by the Vice President for Sponsored Research. The certification shall contain the following: requisition number, name of grant, grant number and other information as appropriate; description of item(s) requested; and statement of the purpose of the purchase.

(a) Distribution: The distribution of the certification shall be as follows:

1. The original certification will be sent to the University President;
2. A copy of the Sponsored Research Exemption Certification memorandum provided to the President, the general requisition and a copy of the other documentation listed above will be sent to Purchasing.
3. The general requisition and a copy of the other documentation listed above will be sent to Purchasing. The Director of Purchasing will be consulted, as



necessary in the issuance of an exemption. However, prior consent to a Sponsored Research Exemption by the Director of Purchasing is not required. Upon reviewing the documentation provided with the exemption, any information that Purchasing has that would impact the use of a sponsored research exemption, should be transmitted to the Division of Sponsored Research prior to issuance of the purchase order. Purchasing will be responsible for compliance with all other State of Florida and University regulations. Any purchase order issued under a sponsored research exemption will contain a statement indicating that a sponsored research exemption was given.

4. Purchasing will forward a copy of the certification, along with a copy of the contract and/or purchase order to the University Controller's Office. The University Controller's Office will forward a copy of these documents to the State comptroller as an attachment to the vendor for the payment of the first invoice.

(4) Other requirements:

(a) A sponsored research exemption may only be used when the purchase of goods or services is fully funded from sponsored research funds. Payments made for purchases or other actions under a sponsored research exemption may not be reimbursed subsequently from other University funds.

(b) A copy of the Sponsored Research Exemption Certification and any supporting documentation will be maintained in and obtained from the Office of Sponsored Research.

*Specific Authority Board of Governors Regulation Development Procedure dated July 21, 2005; Law Implemented- Article IX, Florida Constitution, Board of Governors Resolution Adopted January 7, 2003, 1004.22, F.S. History – New 12-7-06; Amended 8-25-08.*

## Regulations of



### Florida A&M University

#### 10.102 Classification; Compensation.

- (1) To provide a basis for a compensation plan to assist in administering wages and salaries for employee positions in the University, a position classification and compensation plan which includes pay ranges shall be developed and adopted by the University Board of Trustees. The classification of positions shall provide for the grouping together of those positions which consist of similar duties, have approximately the same levels of complexity and responsibility, and require similar training and experience at the time of recruitment.
- (2) Pay actions shall be administered consistent with the provisions within this regulation.
- (3) The implementation of policies and procedures pertaining to payment of salaries is contingent upon funds being available regardless of funding source. Authorization may not be given for salary or wages to exceed the budgeted rate for any position regardless of the classification and/or pay range without the prior approval of the President.
- (4) Annual pay adjustments for employees, if any, shall be in accordance with guidelines recommended by the President and approved by the Board of Trustees.
- (5) Base rate of pay is the pay provided employees not including any additives. Regular rate of pay is an employee's base rate of pay plus any other pay which may be necessary to meet the requirements of the Fair Labor Standards Act (FLSA). Hourly pay, for a nonexempt position, is computed based on 2088 work hours annually. An exempt employee's period rate is determined based on a factor of 26.1 for biweekly pay.
- (6) An employee must be in pay status in order to receive a pay increase of any kind.
- (7) Employees paid from contracts and grants, auxiliaries or local funds shall be eligible for pay increases provided such increases are permitted and funded by the funding entity.
- (8) The removal of pay additives, correction of overpayment or reduction to the maximum of the pay range does not constitute a reduction in pay action.
- (9) An employee assigned to an acting appointment (temporary change in assignment), in instances in which responsibilities have changed, may be provided a pay increase. Upon the employee's return to his or her original responsibilities, the pay may be adjusted to the employee's responsibilities.

- (10) An employee who is demoted shall receive pay commensurate with the responsibilities assigned.
- (11) When the assignment of Faculty serving in an administrative position such as Vice President, Dean, Director, or Department Chair is changed, the pay and appointment period shall be adjusted to reflect the new responsibilities. Pay adjustments shall be completed in accordance with the Board of Trustees Policy No. 2005-15 (Separation and Return of Senior Administrative and Academic Officers to Faculty), as now or hereafter amended.
- (12) An employee's base salary shall be adjusted by 81.8 percent when changing from a twelve-month appointment to a nine-month appointment. An employee's base salary shall be adjusted by 122.2 percent when changing from a nine-month appointment to a twelve-month appointment.
- (13) When a USPS employee is called back to work beyond the employee's scheduled hours of work for that day, compensation shall be in accordance with the prior approval as determined by the employee's supervisor.
- (14) Additional compensation or extra compensation to any employee shall be consistent with or in compliance with such policies or regulations as adopted by the Board of Trustees, and shall be as follows:
- a. Pay for appointments up to 1.00 full-time equivalent (FTE) shall be from funds designated as salaries.
  - b. Pay for the portion of an appointment in excess of 1.00 FTE and for activities of limited duration where no FTE is assigned shall be from funds designated as OPS.
- (15) The University shall be responsible for arranging the work schedule to minimize overtime and shall establish procedures for overtime pay consistent with the FLSA.

*Specific Authority 1001.74(4), FS. Law Implemented 1001.74(19), 1001.75(3), FS. History—  
New 12-1-05; Amended \_\_\_\_\_.*

**Florida Agricultural & Mechanical University  
Board of Trustees Policy**



<b>Board of Trustees Policy Number:</b> 2005-15	<b>Date of Adoption:</b> June 30, 2005 <b>Date Revised:</b> February 12, 2008
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<b>Subject</b>	<b>Separation and Return of Academic Administrators to Faculty</b>
<b>Authority</b>	Section 7(d), Article IX, Florida Constitution; Board of Governors Resolution adopted January 7, 2003

**I. Rescinding of FAMU Internal Management Memorandum No. 2002-10**

FAMU Internal Management Memorandum No. 2002-10, Transfer of University President or Academic Administrator to the faculty or an Administrative & Professional Position, is hereby repealed or rescinded effective at the time of adoption of this policy.

**II. Application**

This policy applies to employees holding both a tenured faculty position and serving as an academic administrator of the University (hereinafter referred to as "administrator"), but who are leaving their administrative and academic office to return to the tenured faculty. Examples of such positions are the provost, vice presidents, assistant or associate vice presidents, deans, assistant or associate deans, and directors.

**III. Lack of Property Interest In Administrative Appointment**

An employee has no property interest in his or her appointment as an administrator; thus, the President may not comport to confer on any such administrator any property interest in such employment. Tenure status as a member of the faculty held concurrently by any administrator is separate and distinct from the administrative office, and such tenure status is governed by the provisions of Regulation 10.204 and the Florida A&M University Board of Trustees (FAMU BOT) – United Faculty of Florida (UFF) Collective Bargaining Agreement. Tenure shall not extend to administrative appointments in the General Faculty or Administrative & Professional classification plans. However, the President may extend a multi-year appointment to an administrator as approved by the FAMU BOT and consistent with all applicable federal and state laws, and Florida Board of Governors and FAMU BOT rules, regulations and policies. Any instrument affecting the employment of an administrator must clearly state that the incumbent's administrative duties are subject to removal at any time as determined by the President or the President's designee.

**IV. Salary upon Change in Assignment to a Faculty Position**

**A. New Hire as Administrator**

If the employee was hired upon initial appointment as an administrator, his or her new salary will be the median salary of the employees within the same professorial rank and discipline.

**B. Tenured Faculty Prior to Becoming an Administrator**

If the employee was previously a tenured faculty member prior to becoming an administrator, his or her new salary will be the salary held by the employee immediately prior to the time of the administrative appointment and any increases received by the faculty during the time of service as an administrator. These separate compensations will be noted in the appointment letter.

**C. Other Consideration**

Notwithstanding the provisions of IV.A. and IV.B., any agreed upon salary arrangement negotiated by the President or President's designee upon appointment as an administrator shall also be considered.

**V. Reappointment of an Administrator without Faculty Return Rights.**

An employee leaving a position that is categorized as "at will" has no claim to a position at the university; however, there may be circumstances in which assignment to another administrative or teaching position would be beneficial for both the university and the employee. In these cases, the new salary should be appropriate to the subsequent assignment, if any.



## Regulations of Florida A&M University



### **10.103 Non-Discrimination Policy and Discrimination and Harassment Complaint Procedures.**

- (1) Florida A&M University is committed to providing an educational and work environment free from discrimination and harassment on the basis of sex, race, color, religion, national origin, disability, age, marital status, sexual orientation, gender identity, gender expression, military veteran status, as provided by law. This commitment applies to all educational and work environments affecting students, faculty, Administrative and Professional (A&P) employees, Executive Service employees, University Support Personnel System (USPS) employees, and Other Personal Services (OPS) employees and any employment conditions and practices. Vendors, independent contractors, visitors, and others who conduct business with the University or on University policy are also expected to comply with this Regulation.
- (2) This Regulation is designed to comply with multiple laws prohibiting discrimination including: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act Amendments Act; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act of 1967; Title IX of the Education Amendments Act of 1972; the Pregnancy Discrimination Act of 1978; the Uniformed Services Employment and Re-employment Act; the Veteran's Readjustment Act of 1974; and the Genetic Information Non-discrimination Act of 2008.
- (3) **Definition of Discrimination and Harassment.**
  - (a) *Discrimination* shall include, but not be limited to:
    1. Limiting, segregating or classifying students, employees, applicants for admission, or applicants for employment, in such a way as to deprive individuals of educational or employment opportunities or otherwise adversely affect individuals because of their race, religion, color, age, handicap, disability, sex, marital status, national origin, sexual orientation, gender identity, gender expression, or veteran status;

2. Denying educational or employment opportunities to individuals because of their race, religion, color, age, handicap, disability, sex, marital status, national origin, sexual orientation, gender identity, gender expression, or veteran status;

3. Providing unequal educational or employment opportunities to individuals because of their race, religion, color, age, handicap, disability, sex, marital status, national origin, sexual orientation, gender identity, gender expression, or veteran status;

4. Providing unnecessary separate educational programs or activities for individuals because of their race, religion, color, age, handicap, disability, sex, marital status, national origin, sexual orientation, gender identity, gender expression, or veteran status;

5. Entering into contractual or other arrangements which utilize criteria or administrative methods which have the effect of subjecting individuals to discrimination or which otherwise adversely affect individuals because of their race, religion, color, age, handicap, disability, sex, marital status, national origin, sexual orientation, gender identity, gender expression, or veteran status; or

6. The application of any policy or procedure, or taking of any admission or employment action, that adversely affects a student, employee, applicant for admission, applicant for employment, a group of students, or a group of employees based on race, religion, color, age, handicap, disability, sex, marital status, national origin, sexual orientation, gender identity, gender expression, or veteran status.

(b) *Harassment* shall include, but not be limited to:

1. Any slurs, innuendoes or other verbal or physical conduct reflecting on an individual's race, ethnic background, gender, sexual orientation, gender identity, gender expression, or handicapping condition which has the purpose or effect of creating an intimidating, hostile or offensive educational or work environment; has the purpose or

effect of unreasonably interfering with the individual's work or school performance or participation; or otherwise adversely affects an individual's employment or educational opportunities.

2. The denial of or the provision of aid, benefits, grades, rewards, employment, faculty assistance, services, or treatment on the basis of sexual advances or requests for sexual favors.

3. Sexual harassment such as sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational career; submission to or rejection of such conduct is used as a basis for educational or employment decisions affecting the individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

4. Sexual misconduct including sexual assault, sexual violence, inducing incapacitation for sexual purposes, sexual exploitation, relationship or domestic violence, or stalking.

a. Sexual assault means an actual or attempted sexual contact with another person without that person's consent. This includes, but is not limited to:

- i. Involvement in any sexual contact when the victim is unable to consent;
- ii. Intentional unwelcome touching of, or coercing, forcing, or attempting to coerce or force another to touch a person's genital area, groin, inner thigh, buttocks, or breast; or
- iii. Sexual intercourse without consent.

b. Inducing incapacitation for sexual purposes includes drugs, alcohol, or other means with the intent to affect or having an actual effect on the ability of an individual to consent or refuse to consent to sexual consent.

- c. Sexual exploitation occurs when a person takes non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited, and that behavior does not otherwise constitute one of the preceding sexual misconduct offenses. Examples include, but are not limited to:
  - i. Prostitution of another person;
  - ii. Non-consensual visual or audio-recording of sexual activity; or
  - iii. Non-consensual distribution of photos, other images, or information of an individual's sexual activity.
  
- d. Relationship or domestic violence is abuse or violence between partners or former partners involving one or more of the following elements:
  - i. Battering that causes bodily injury;
  - ii. Purposely or knowingly causing reasonable apprehension of bodily injury;
  - iii. Emotional abuse creating apprehension of bodily injury or property damage;  
or
  - iv. Repeated telephonic, electronic, or other forms of communication – anonymously or directly – made with the intent to intimidate, terrify, harass, or threaten.
  
- e. Stalking includes repeatedly following, harassing, threatening, or intimidating another by telephone, mail, electronic communication, social media, or any other action, device, or method that purposely or knowingly causes substantial emotional distress or reasonable fear of bodily injury or death.

**(4) Dissemination and Implementation of the Regulation.**

- (a) The Office of Equal Opportunity Programs shall disseminate this Regulation or portions of it to the University community which shall comply and adhere to its provisions. All units shall also take appropriate action to implement the provisions set forth in this Regulation.
- (b) All questions or concerns about this Regulation or conduct that may violate this Regulation should be directed to the Director of Equal Opportunity Programs/Title IX Coordinator:

Carrie Gavin  
Director of Equal Employment Opportunity Programs/ Title IX Coordinator  
Florida A&M University  
674 Gamble Street  
Tallahassee, Florida 32307  
(850) 599-3076  
carrie.gavin@famuedu

**(5) Procedures for Filing a Complaint.**

(a) Any individual who believes that he/she is a victim of discrimination or harassment may seek guidance from the Equal Opportunity Programs (EOP) Officer who has been delegated authority by the President to receive and investigate EEO and other protected class discrimination and harassment complaints based on a protected class issue. The EOP Officer shall inform prospective complainants of the formal and informal options by which his/her concern can be addressed and resolved. Issues handled informally will not normally invoke the investigatory procedures set forth in this Regulation. Issues handled formally, shall include the full range of processes and reviews that are necessary to ascertain the facts.

1. Complaints and reports against students may also be reported to the Office of Judicial Affairs. Students referred to the Office of Judicial Affairs for alleged violation of this Regulation will be subject to investigation and disciplinary action as provided by Regulation 2.012 – Student Code of Conduct and Regulation 2.013 – Due Process, Rights, and Responsibilities.

(b) A formal complaint shall be filed on the Charge of Discrimination/Harassment Form and submitted to the EOP Officer within sixty (60) calendar days after the alleged occurrence of the discrimination/harassment incident. The form may be obtained from the EOP Office.

(c) No formal action may be undertaken unless and until a formal complaint is filed. This provision shall not limit the University in any way from initiating its own review of the complaint and taking appropriate action should such be deemed warranted under the circumstances presented.

(d) After receiving the signed written complaint, the EOP Officer shall notify, in writing, the complainant and the person against whom the complaint was filed of the allegations; provide the person against whom the complaint was filed an opportunity to respond;



conduct a complete investigation; and, determine a resolution to the complaint within thirty (30) University business days of receipt of the written complaint. This time period may be extended by the EOP Officer should an extension be necessary in order to ensure a full, fair and complete investigation. The EOP Officer shall give notice to the parties if such an extension is deemed necessary.

- (e) The complaint will be dismissed if it is determined that the allegations are without merit. If disciplinary action is warranted, the EOP Officer shall prepare written notices to both parties (complainant and person against whom the complaint was filed). The written notice shall include the proposed disciplinary action, the reasons for the disciplinary actions, and the right of the person against whom the complaint has been filed to request, within ten (10) University business days of receipt of the proposed disciplinary action, an investigatory interview before a University hearing board.
- (f) The University hearing board, when charged to review the complaint, shall file with the President or President's designee their findings and recommendations. The hearing board will notify both parties of its recommendations.
- (g) The Complainant or the person against whom the complaint has been filed may upon receipt of the hearing board's decision make an appeal to the President, or the President's designee, for a review of the decision. Any appeals to the President or President's designee must be filed in writing within ten (10) University business days of receipt of the hearing board's written decision. Any additional information provided to the President or President's designee can only be provided in conjunction with the written appeal addressed to the President or President's designee. The President or President's designee shall render, within twenty (20) University business days of receipt of the hearing board's recommendation, a final written decision either dismissing the complaint or taking appropriate disciplinary action. The President or President's designee shall have the right to affirm, modify or reverse any prior decisions.

**(6) Disciplinary Actions.**

- (a) Any employee or student of the University who is found to have discriminated against or harassed a student, an employee or an applicant for admission or employment will be subject to counseling or disciplinary action. Disciplinary action may include a written reprimand, probation, suspension, expulsion, or termination. The nature of the counseling

or disciplinary action shall be guided by the seriousness of the offense.

- (b) Any employee in a supervisory capacity who has knowledge of a complaint involving another supervisor, subordinate, employee(s) supervised by another supervisor, or student(s) in the class(es) of another supervisor and who does not take appropriate corrective action or report the matter directly to the President or University EOP Officer will be subject to counseling or disciplinary action. Disciplinary action may include a written reprimand, suspension, or termination. The nature of the counseling or disciplinary action shall be guided by the seriousness of the offense.
- (c) All University employees must, within twenty-four (24) hours of receiving information, report information they have about alleged or possible sex-based discrimination, sexual harassment, and sexual misconduct discrimination involving students to the Director of EOP, the Office of Judicial Affairs, or the Department of Public Safety. Employees who are statutorily prohibited from reporting such information are exempt from this reporting requirement.
  - 1. This subsection does not exempt the statutory obligation for any person who knows or has reasonable cause to suspect child abuse, abandonment, or neglect to report such information to the Department of Children and Families.
- (d) Any employee or student who knowingly files a false complaint of discrimination or harassment or who knowingly provides false testimony under this Regulation shall be subject to disciplinary action. Disciplinary action may include a written reprimand, probation, suspension, expulsion, or terminated. The nature of the disciplinary action shall be guided by the seriousness of the offense.

**(7) Retaliation Procedure.**

- (a) Complainants who feel that they have been retaliated against for exercising their rights under this Regulation shall have the right to file a retaliation complaint with the EOP Officer.
- (b) Retaliation complaints shall be handled in the same manner and utilizing the same procedures set forth above in Section 5 of this Regulation.

**(8) Election of Remedies.**

- (a) The doctrine of election of remedies shall apply to complaints filed pursuant to this Regulation. Should a Complainant elect to pursue an available alternative remedy,

including the filing of a grievance pursuant to the collective bargaining agreement, the filing of any such grievance shall operate as a waiver of the Complainant's right to file a complaint and avail the Complainant of the procedures available under this Regulation. Should a grievance be filed pursuant to an alternative remedy and subsequent to the filing of a complaint under this Regulation but before proceedings under this Regulation have been completed, the filing of any such grievance nonetheless will act as a waiver, and proceedings pursuant to this Regulation shall be terminated.

- (b) The doctrine of election of remedies shall also apply to appeals filed by persons against whom a complaint has been filed. The filing of an appeal pursuant to an alternative remedy by a person against whom a complaint has been filed, including the filing of a grievance under the collective bargaining agreement or the filing of a petition for a hearing pursuant to Section 120.569, F.S., shall operate as a waiver of the right to appeal to the President or President's designee pursuant to this Regulation.

*Specific Authority Article IX, Section 7(c), Florida Constitution and Board of Governors' Regulation 1.001 and 2.003. History – New May 6, 1982, Amended July 15, 1987, Amended June 27, 1996, Amended December 1, 2005, Amended May 2, 2014.*

## Regulations of Florida A&M University



### 10.131 Employee Background Screening and Fingerprinting.

#### (1) Purpose of Intent

The purpose of this regulation is to specify the protocols and responsibilities of Florida A&M University (University) in conducting security checks/screening on job candidates to whom an offer of employment has been extended for positions of special trust or responsibility or positions located in safety sensitive areas. Security background checks/screenings involving current employees and volunteers are also addressed. This regulation supplements the employment and education verification process performed in support of the University's hiring process.

#### (2) Statement of Policy

(a) Security background checks/screenings will be conducted on all job candidates to whom an offer of employment has been made for positions of special trust or responsibility or positions located in safety sensitive areas whose duties may include one or more of the following:

1. Working with children/minors (National Child Protection Act 1993 as amended). A child/minor is defined as any person under the age of 18 in accordance with Section 827.01, Florida Statutes;
2. Access to cash, credit card numbers and/or demand deposits;
3. Access to campus buildings, including residences as a result of being assigned building master keys;
4. Access to surplus property;
5. Ability to complete final processing of payroll or payroll corrections, investments, security access transactions or purchase orders;
6. Ability to process a payment, print or distribute checks;
7. Ability to update, prepare, generate or enter a transaction that will result in one of the following: refund, wire transfer, automatic clearing house transaction, vendor add/change or vendor address change; or
8. Ability to access underlying codes/processing protocol supporting the University's Enterprise Information Technology (EIT) systems applications or complete final processing of EIT security access transactions.

The post-offer, pre-employment background check/screening will include:

1. Name and Address Verification
  2. Social Security Number Verification
  3. Potential Criminal History via Fingerprinting Search (state and/or national).
- (b) A security background check/screening shall also apply to employees in designated positions of special trust or responsibility or positions located in safety sensitive areas and accepted volunteers in positions whose duties may include one or more of the duties specified in section (2)(a) 1.- 8. above.
- (c) A security background check/screening to verify that the candidate possesses a valid driver's license and verify the candidate's driving history will be performed on candidates offered positions whose duties include, but are not limited to operating licensed motor vehicles owned by the University at least one or more times per week. Drivers license/driving record checks will be performed annually at the discretion of University management.
- (d) If the security background check/screening reveals that an applicant has pled nolo contendere (no contest) to, or been convicted of, a first-degree misdemeanor or a felony, or adverse driving history where applicable, the following factors will be considered to determine whether the convictions are grounds for denying or continuing employment or acceptance as a volunteer:
  1. The nature and gravity of the offense(s) for which convicted;
  2. The time period that has lapsed since the conviction;
  3. The nature of the position being considered; and
  4. Falsification of employment and personnel-related documents.
- (e) A security background check/screening may be conducted on a current employee if University management has reason to believe an employee falsified his or her employment application and/or other personnel-related documents; if the employee occupies a position of special trust or responsibility or positions located in safety sensitive areas and a security background check/screening was not conducted at the time of hire; or for other justifiable reasons. Except for ongoing police investigations, the Office of Human Resources will be responsible for conducting any security background checks/screenings on current employees. Should a security background check/screening reveal any felony or first degree misdemeanor convictions not previously divulged by an employee/volunteer, the Office of Human Resources will consult with the appropriate hiring authority regarding the individual's continued employment.
- (f) Current employees and volunteers shall notify University management of any felony or first degree misdemeanor to which they have pled nolo contendere or guilty or are convicted of, or if applicable to their position, if their driver's license is



suspended subsequent to their employment or volunteer work with the University. Such notification must be made within three (3) working days of the conviction or driver's license suspension. Factors identified in paragraph (2)(d) above will be considered in determining the individual's continued employment.

- (g) This regulation applies to all employees and volunteers in positions of special trust or responsibility or positions located in safety sensitive areas provided, however, that its application is subject to the terms and conditions of any existing applicable collective bargaining agreements.

### **(3) Procedures**

- (a) The Office of Human Resources will coordinate all employee and volunteer security background checks and screening activities, with the exception of those required for the Florida A&M University Department of Public Safety.
- (b) When any hiring authority submits a Position Vacancy Announcement (PVA) to the Office of Human Resources, the PVA will specify whether a driver's license/records check is to be completed in addition to name, address and social security number verification and potential criminal history check/screening.
- (c) All advertisements for positions will inform applicants of the security background checks/screenings required. The requirement to undergo a security background check/screening will be contained in the official position description.
- (d) Costs for any security background checks or additional screenings will be incurred by the hiring authority, candidate, employee or volunteer.
- (e) Post offer, pre-employment employees will sign a release form which allows the Office of Human Resources to conduct a background check/screening and review the results. Employment is contingent upon the results of the background check/screening.
- (f) Upon acceptance of OPS employees or volunteers into a program or department, the department utilizing the OPS employee or volunteer will be responsible for notifying the Office of Human Resources of any circumstances pertaining to their duties that require a security background check/screening as noted in paragraph (2)(b) above. The OPS employee or volunteer will be referred to the Office of Human Resources to facilitate the appropriate security background check/screening. Each will sign a release form and the security check/screening processing will begin.
- (g) If a candidate or volunteer begins working in the position prior to receipt of the background check/screening results, the hiring authority shall inform the candidate/volunteer that continued employment or acceptance is contingent upon the results.

- (h) Results of all background checks/screening will be kept confidential and will be disclosed only to the extent necessary to administer and enforce this regulation or pursuant to applicable federal and state law.
- (i) If results are of concern, the Office of Human Resources will evaluate the information in conjunction with the Office of the General Counsel and consult with the hiring authority. If the employee, candidate or volunteer is not to continue employment or volunteering with the University, the Office of Human Resources will notify the appropriate hiring authority.
- (j) Prior to making an offer of employment for positions of special trust or responsibility or positions located in safety sensitive areas involving law enforcement positions, the Florida A&M University Department of Public Safety will complete and obtain results from background checks/screenings with specific criteria set forth by Criminal Justice Standards and Training Commission (CJSTC) and enforced by Florida Department of Law Enforcement (FDLE) in accordance with Florida Statutes, on candidates being considered for employment in said department. Records of those results will be retained in the University's Department of Public Safety. All other records will be kept in a separate, secured file in the Office of Human Resources.

*Specific Authority Board of Governors Regulation Development Procedure Dated July 21, 2005. Law Implemented Article IX, Florida Constitution, Board of Governors Resolution Adopted January 7, 2003, Chapters 435, Chapter 943 and Section 827.01, Florida Statutes History-New 8-12 -08.*

## **FAMU OGC ADVISORIES**

- 11-02            Contract Procedures**
- 13-01            Subpoenas, Summons, Court Orders, and Other Written Requests for Information**
- 2013-01        Risk Management Advisory and Procedures**



## FLORIDA A&M UNIVERSITY OFFICE OF THE GENERAL COUNSEL ADVISORY

OGC ADVISORY NO. 11- 02	INITIAL ISSUANCE DATE: 07/25/11
ATTACHMENT(S): OGC Contract Cover Sheet	REVISION DATE(S):
TO:	University Administrators, Faculty, Staff and Volunteers
FROM:	Avery D. McKnight, General Counsel
SUBJECT:	Contract Procedures

### Purpose:

The purpose of this Contract Procedures Advisory (Advisory) is to provide guiding principles and procedures regarding contract review by the Office of the General Counsel (OGC). This Advisory applies to all contracts concerning the Florida A&M University Board of Trustees (FAMU or University) or its resources and includes, but is not limited to, contracts involving payment to or by the University and contracts funded from University sources except University Direct Support Organizations.

### Policy:

The University routinely enters into contracts. The OGC reviews contracts to ensure that the legal terms are appropriate and favorable and to protect FAMU's legal and financial interests. Certain contracts are prepared using OGC approved standard forms or templates. If a department uses a standard contract form or template without any modification, the OGC is not required to review and sign the contract. To the extent that there is modification or a nonapproved contract, the OGC must review and approve the document.

Further, FAMU Regulations require that all contracts for commodities and services be submitted to the OGC for review and approval as to form and legality, unless, as noted above, the contract is an approved unmodified template.

### Authority to Execute Contracts:

Appropriate authority is essential to FAMU as a public body corporate. All authorities must be expressly granted; implied or apparent authority does not exist. Pursuant to the Florida Constitution, Florida Board of Governors (BOG) and FAMU regulations, the President is the chief executive officer responsible for the operation and administration of the University. The President's authority includes the approval and execution of all contracts, agreements, memoranda of understanding, and other documents legally committing the University on behalf of the FAMU Board of Trustees. Therefore, the President is authorized to sign contracts on behalf of the University in accordance with FAMU regulations. However, the President has delegated to a limited group of senior University administrators (Provost and Vice Presidents) specific written authority to execute contracts, within the limits of their delegation. The list of contract delegations is on the OGC website under the "Delegation of Authority" tab. Delegated authority is only valid within the limits of the express

delegation. Signature authority cannot be sub-delegated.

As expressly delegated, the President, Provost or Vice Presidents must sign all contracts, agreements, memoranda of understanding, and other documents regarding legal assurances, commitments, and obligations on behalf of FAMU. Consequently, University employees must not sign such contracts unless they have been expressly delegated the authority to do so by the President. University personnel must be careful not to misrepresent to a third party that they are in a position to commit the University. Any improper transactions conducted outside a delegated authority or contrary to the state laws or the BOG or FAMU regulations are invalid because the individual signing for the public entity was operating without authority. An employee is subject to personal liability and possible disciplinary action for improperly signing contracts or obligating the University. The President shall sign all contracts in the absence of an express delegation.

### **Contracts: Definition/Types of Contracts Reviewed**

A contract is any agreement between the FAMU and another party creating an obligation to do or refrain from doing a particular thing and which is recognizable at law, regardless of its title as a "contract." Terms synonymous with "contract" include, but is not limited to: "agreement," "letter of agreement," "letter of understanding," "memorandum of understanding/agreement," "operating agreement," "teaming agreement," etc. A contract essentially binds the parties to their agreement. However, the terms "contract" and "agreement" are often used interchangeably.

The elements of a contract include: an offer, acceptance, consideration and mutual assent. There must be a meeting of the minds, i.e. contract terms are to be stated clearly and unambiguously and must contain material terms.

The OGC reviews the following non-exclusive category of contracts: Affiliation Agreements, Construction Contracts; Leases, Athletic Contracts, Service/Commodity Contracts, Research Contracts, Attorney Services, Film Agreements, Information Technology (Software/Hardware) Contracts, Licensing Contracts, Releases/Waivers, Speaker/Artist/Performer Contracts, Facility Use Agreements, Consultant Services Contracts, Sponsorships Contracts, and Media/Publication Contracts.

### **Procedure:**

Forms or templates drafted or approved by the OGC do not require another legal review or approval. However, nonapproved contracts and standard templates, which have been modified, must be forwarded to the OGC prior to execution by either party.

Please allow at least three (3) weeks for the OGC and the signing authorities to review and process all nonstandard contracts and allow at least two (2) weeks for standard contracts. Any revisions made must be incorporated into the contract or initialed as appropriate. If the other party to a contract has questions regarding the changes made by the OGC, the party should direct them to the OGC.

Once the General Counsel's Office has completed its legal review, the contracts are returned to the delivering department for additional processing (e.g. to obtain signatures and execution). Contracts must be completed and fully executed (signed by both parties) prior to providing commodities or performing services. Provide a fully executed copy of the Agreement for the OGC file.

**Contracts may be hand delivered, mailed, faxed or emailed to the OGC.**

**Before forwarding the contract to the OGC for review ensure that:**

- the contract OGC cover sheet is completed (see Attachment);



- the document is reviewed thoroughly to ensure that all terms and conditions are clearly stated in the document; and
- to the extent possible, provide an editable version.
- **Note:** Procurement contracts (commodity/service acquisition contracts) must be routed to the OGC from the Purchasing Department.

**The following BASIC TERMS AND CONDITIONS must be incorporated in the contract:**

- Parties Names (Correct/Legal Name); the University must be identified by its legal name for contracting purposes: “Florida A&M University Board of Trustees” or “Florida A&M University (FAMU), acting for and on behalf of the FAMU Board of Trustees”
- Dates/Term of the contract or Period of Performance;
- The responsibilities and obligations of the parties respectively;
- Payment Terms, if applicable;
- Termination Language/Procedures (e.g., 30 days prior written notice);
- A signature line for the authorized individuals executing the contract; and
- Florida law and jurisdiction.

**During the early negotiations phase, please advise the other party that the University cannot accept or agree to the following terms:**

- Language that requires FAMU to Indemnify or hold harmless another party.
- Language that requires FAMU to list another entity as an additional insured.
- Confidentiality provisions contrary to Chapter 119, Florida Statutes.
- Alternative Jurisdiction--Governing Law/Venue in another state or county.

**Avoid The Common Errors below:**

1. **Improper Identification of Parties.** All parties must be clearly identified and the University must be identified by its legal name: “Florida A&M University Board of Trustees” or “Florida A&M University (FAMU), acting for and on behalf of the FAMU Board of Trustees.”
2. **Insufficient Terms.** All terms must be clearly defined. For example, many contracts contain the term "travel expenses." However, absent a definition, this can include the more expensive, first class airfare, which the University never intended. If travel expenses include mileage, define the rate of compensation. There must be a "meeting of the minds" of each party as to the contractual terms.
3. **Fictitious Names.** When a party does business in a name other than its own, it is essential that the name of the party appears as “\_\_\_\_\_ doing business as (d/b/a) \_\_\_\_\_ (the fictitious name).” Please check [www.sunbiz.org](http://www.sunbiz.org) to ensure that the vendor can do business legally in Florida.
4. **Indemnification/Hold Harmless Clauses:** As a state university, FAMU should not indemnify and/or hold harmless other parties. This is comparable to waiving or altering the state’s sovereign immunity. The University cannot alter the state’s sovereign immunity by contract and cannot lend the State’s credit; only the Florida Legislature may do so. Section 768.28, F.S., outlines the extent to which FAMU’s sovereign immunity is waived.

5. **Insurance Clauses:** may require higher coverage limit than is authorized by law. We may also need additional coverage.
6. **Tax Clauses:** FAMU is exempt from paying state sales and excise taxes.
7. **Penalty for Early Termination:** Do not accept penalties for early termination of contracts.
8. **Contract Renewals.** Please attach the original contract for every contract renewal. Note: **Renewals/Modifications Post- Contract.** No contract may be modified or renewed after its termination date. Please set up an internal mechanism to monitor contract expiration dates. Once a contract is expired, if work continues at an increase in cost, such work is unauthorized and may not be paid.
9. **Marking/Referencing Attachments.** Ensure that contract attachments included and are not misnumbered and/or mislabeled. Please clearly mark and identify additional provisions/riders. Also, reference the attachments, including number of pages, on the front of the attachment.
10. **Numbering Contract Renewals.** Renewal contracts must have the original contract number with a suffix to indicate it is a renewal. Contracts should also be titled as "Amendment," "Renewals," "Addendum," "Modification," etc.
11. **Unilateral Additions.** At no time may a contract be modified without the explicit consent of both parties. Missing paperwork, which is subsequently added, should be approved by the contractor prior to resending the document to the OGC. Do not add terms and conditions to a contract after it is signed, without conferring with all parties.
12. **Initialing of Changes.** All changes, whether written or added on a separate piece of paper, must be initialed by all parties. Please do not use white-out.
13. **Striking Language.** A broad X over inapplicable language may create questions as to what is excluded in a contract. Please draw lines through each and every inapplicable sentence and have all parties initial the change.
14. **Blanks.** Ensure that all blanks are completed and all information is provided before submitting the contract for review.
15. **Bidding Information.** Bidding information must be included as part of the contract, as applicable. Consult with the Purchasing Department.
16. **Sole Source Contracts.** Please provide clear and detailed statements in the certification form on why a contractor is a sole source contract. Consult with the Purchasing Department.
17. **Term of Contract.** Contract, including renewals, should not exceed five (5) years without prior approval from the Purchasing Department or OGC, as applicable.
18. **Mandatory Clauses.** There are mandatory clauses that should be placed contracts.

**If your office needs a customized contract, please contact the OGC for assistance.**

For further information regarding this Advisory, please contact the Office of the General Counsel.



**FLORIDA A&M UNIVERSITY  
OFFICE OF THE GENERAL COUNSEL  
CONTRACT REVIEW COVER SHEET**

Date Submitted to OGC: \_\_\_\_\_ Via: \_\_\_\_\_

Type of Contract: \_\_\_\_\_ Attachments: \_\_\_\_\_

Contracting Party: \_\_\_\_\_ Contracting Party Contact: \_\_\_\_\_

Date review/revision (of Contract) needed: \_\_\_\_\_

Date by which Contract must be signed: \_\_\_\_\_

Date of Event (if applicable): \_\_\_\_\_

FAMU Contact: \_\_\_\_\_ Ext.: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Dept/Division: \_\_\_\_\_

Cost (if any): \_\_\_\_\_

Renewal of an existing contract? \_\_\_\_\_ If yes, term of original contract \_\_\_\_\_

Related contracts with this contracting party: \_\_\_\_\_

**By submitting this contract, I am certifying that I have read the contract and that:**

- It correctly states my understanding of the business terms with the contracting party.
- There is sufficient funding for this contract and a budget is included, if applicable.
- My concerns about the business terms are noted in comments below or on the contract.
- I do not need to meet with counsel to discuss this contract.

FAMU Contact Signature: \_\_\_\_\_

Vice President/Dean/Director Signature: \_\_\_\_\_

Additional Comments/Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## FLORIDA A&M UNIVERSITY OFFICE OF THE GENERAL COUNSEL ADVISORY

OGC ADVISORY NO. 13-01	INITIAL ISSUANCE DATE: 02/05/13
ATTACHMENT(S): n/a	REVISION DATE(S):
TO:	Leadership Team, Deans, Directors, and Division Heads (Associates and Assistants)
FROM:	Avery D. McKnight, Vice President and General Counsel, Legal Affairs
SUBJECT:	Subpoenas, Summons, Court Orders, and Other Written Requests for Information

### Purpose:

Florida A&M University (FAMU or University) is occasionally named as a defendant in a lawsuit or as a respondent in an administrative proceeding or other complaint process. To protect the University from legal or monetary liability, it is essential that all subpoenas, summons, court orders, and other written requests for information are timely provided to the correct University personnel. Therefore, it is important that the community, as well as members of the University, know where to deliver subpoenas, summons, court orders, and other written requests for information.

### General Information:

After a complaint is filed in court or with an administrative tribunal, the plaintiff or complaining party must provide the University with notice of the complaint by serving a copy of the complaint upon the University. This action is called service of process and may be accomplished by hand-delivery by a process server or by e-mail by an attorney. A complaint is a document that generally sets forth the allegations in the case and is filed with a court or administrative tribunal to commence legal action. A summons is an order to appear in court. A complaint and summons require a response from the University within a specified time frame. It is the policy of the University to serve subpoenas, summons, court documents, and other written requests for information according to the procedure outlined below. A subpoena is court order commanding a person to appear or produce documents.

### Procedure:

If process is not served on the Office of General Counsel (OGC), the following procedures must be followed as quickly as possible:

#### Court Orders, Summons, or Complaints

For lawsuits filed against the FAMU Board of Trustees or FAMU, service must be upon the Chair of the Board of Trustees at 1601 S. Martin Luther King Jr. Blvd., 400 Lee Hall, Tallahassee, FL 32307, telephone number (850) 599-3225. In the absence of the Chair of the Board of Trustees,

process is to be served on the President of the University at 1601 S. Martin Luther King Jr. Blvd., 400 Lee Hall, Tallahassee, FL 32307, telephone number (850) 599-3225. In the absence of the President, service must be upon an attorney in the OGC at 1601 S. Martin Luther King Jr. Blvd., 300 Lee Hall, Tallahassee, FL 32307, telephone number (850) 599-3591.

Process for lawsuits against individuals is to be served on the named individual. If the individual is being sued for actions taken in the course and within the scope of their employment by the University, then service is upon an attorney in the OGC.

### Subpoenas

#### Employee records ¶

- A subpoena for employee records should be served upon the Office of Human Resources at 1700 Lee Hall Drive, 211 FHAC, Tallahassee, FL 32307, telephone (850) 599-3611.

#### Student records ¶

- Subpoenas for student records should be sent to the Office of the University Registrar at 1700 Lee Hall Drive, 112 FHAC, Tallahassee, FL 32307, telephone (850) 599-3115.

### Garnishments

Garnishments are to be served on the Office of Payroll Accounting at 1700 Lee Hall Drive, 201 FHAC, Tallahassee, FL 32307, telephone (850) 412-2960.

### Public Records

Public records requests should be made to the Office of Communications at 1601 S. Martin Luther King Jr. Blvd., 103 Lee Hall, Tallahassee, FL 32307, telephone (850) 412-5211.

### Bankruptcy

#### Student bankruptcy ¶

- Information regarding a student bankruptcy should be sent to the Controller's Office at 1700 Lee Hall Drive, 201 FHAC, Tallahassee, FL 32307, telephone (850) 561-2949.

#### Employee bankruptcy ¶

- All information should be sent to the Office of Payroll Accounting at 1700 Lee Hall Drive, 201 FHAC, Tallahassee, FL 32307, telephone (850) 412-2960.

#### Vendor Bankruptcy ¶

- Information regarding a vendor bankruptcy should be sent to the Office of Procurement Services at 2380 Wahnish Way, Suite 214, Tallahassee, FL 32307, telephone (850) 599-3203.

### Written Communications

All other letters, correspondence, or other communications from lawyers or court officials should be forwarded to the OGC for review.





# FLORIDA A&M UNIVERSITY

## RISK MANAGEMENT ADVISORY and PROCEDURES

<b>RISK MANAGEMENT ADVISORY NO. 2013-01</b>		<b>INITIAL ISSUANCE DATE: 03/01/13</b>
<b>ATTACHMENT(S): n/a</b>		<b>REVISION DATE(S):</b>
<b>TO:</b>	President, Vice President for Administrative and Financial Services, Vice President for Student Affairs, Associate Vice President and Dean of Students, Controller, Director of Facilities Planning and Construction, Director of Housing, Director of Property Records	
<b>THROUGH:</b>	Avery D. McKnight, Vice President and General Counsel, Legal Affairs	
<b>FROM:</b>	James Jacoby, Risk Manager	
<b>SUBJECT:</b>	Computing and Reporting Insurable Values	

### Purpose:

Effective immediately, insurable values and actual cash values for university buildings, other structures, building contents, rental values, and improvements will be reviewed and computed consistent with the operating procedures set forth below. Such procedures also include a formal process for the computation of insurable values, the frequency of the computation, and the addition and removal of assets from the computation. The FAMU Risk Manager has the responsibility to maintain the certificates of coverage and the relevant data needed to calculate the buildings insurable values and contents. Annually, or as needed, the FAMU Risk Manager will compute insurable values for university buildings requiring property, content and/or rental value coverage.

### Procedures:

#### Obtaining Insurance Coverage for a New Building:

1. The Director of Facilities Planning must provide all appropriate documents to the Risk Manager thirty (30) days prior to substantial completion including building documents, Certificate of Occupancy, life safety systems, content purchases, and GPS coordinates.
2. The Risk Manager's computation must be reviewed and approved by the Controller.
3. Upon substantial completion, the Risk Manager will report the information to the Department of Financial Services (DFS) utilizing the DFS online reporting form, which will be used to report insurable values for buildings, other structures, and improvements consistent with DFS guidelines.
4. The Risk Manager will document the submittal and the DFS supplied confirmation number.
5. The Risk Manager will email DFS regarding the addition of the new building and ask for verification of receipt.
6. Once the endorsement is received from DFS, the Risk Manager will verify that the building details and the coverage are correct.
7. Any discrepancies will be reported to DFS for correction.

8. The Risk Manager will place a copy of the endorsement in the Property Schedule file and maintain electronic versions of the documents.

#### Obtaining Insurance Coverage for a Renovated Building:

1. The Director of Facilities Planning must provide all documents to the Risk Manager thirty (30) days prior to substantial completion including building documents, Certificate of Occupancy, life safety systems, content purchases, and GPS coordinates.
2. Upon locating the building in the Property Schedule file, the Risk Manager will update the information as needed per DFS guidelines.
3. The Risk Manager reports the changes to DFS using DFS appropriate reporting form.
4. The Risk Manager will email DFS regarding the requested changes and ask for verification of receipt.
5. The Risk Manager will document the submittal provided to DFS.
6. DFS will provide a new endorsement with the building updates.
7. The Risk Manager will verify all requested changes are complete and accurate.
8. Any discrepancies will be reported to DFS for correction.
9. The Risk Manager will place a copy of the endorsement in the Property Schedule file and maintain electronic versions of the documents.

#### Deleting a Building from Insurance Coverage:

1. The Director of Facilities Planning must provide the Risk Manager with written notification thirty (30) days prior to the removal of the building including the building number and physical address.
2. The Risk Manager will provide written notification to DFS requesting the deletion.
3. The Risk Manager will document the submittal provided to DFS.
4. DFS will provide a new updated endorsement for the deleted building.
5. Any discrepancies will be reported to DFS for correction.
6. The Risk Manager will place a copy of the endorsement in the Property Schedule file and maintain electronic versions of the documents.

#### Obtaining Content Coverage for Buildings:

1. The Director of Property Records must provide the Risk Manager with a report addressing all property additions and deletions for owned contents. The report will provide the building number, physical address, and the total content values per location. The report is due annually on May 1st, sixty (60) days prior to the end of the fiscal year.
2. The Risk Manager will provide written notification to DFS requesting coverage as needed.
3. The Risk Manager will document the submittal provided to DFS.
4. Any discrepancies will be reported to DFS for correction.
5. The Risk Manager will place a copy of the endorsement(s) in the Property Schedule file and maintain electronic versions of the documents.

#### Obtaining Rental Coverage for Housing:

1. The Director of Housing must provide the Risk Manager with a report addressing rental values for each housing location. The report will provide the building name, number, and physical address. The report is due annually on May 1st, sixty (60) days prior to the end of the fiscal year.
2. The Risk Manager will provide written notification to the DFS requesting coverage as needed.
3. The Risk Manager will document the submittal provided to DFS.
4. Any discrepancies will be reported to DFS for correction.
5. The Risk Manager will place a copy of the endorsement(s) in the Property Schedule file and maintain electronic versions of the documents.

Annual Review of the Property Schedule:

1. The Risk Manager will review and update the Property Schedule annually.
2. Unless superseded by a method required by DFS, the computation of insurable values shall include the use historical data, BOG Data, RS Means, and FAMU construction cost data as variables. The formula for calculating the insurable values shall be documented with the calculations.
3. The Risk Manager's computation, including asset additions and disposals, must be reviewed and approved by the Controller.
4. The Risk Manager will submit the annual revision to DFS prior to the end of the Fiscal Year.
5. The Risk Manager will document the submittal provided to DFS.
6. Any discrepancies will be reported to DFS for correction.
7. The Risk Manager will place a copy of the Property Schedule file and maintain electronic versions of the supporting documents.

For further information regarding these procedures, please contact the Risk Manager.

## **ADDITIONAL INFORMATION**

- 1. FAMU Non-Discrimination Policy Statement**
- 2. FAMU Drug-Free Workplace Policy**
- 3. Title IX Requirements for Responses to Student/Employee Victims of Sexual Misconduct**
- 4. Links to FAMU Collective Bargaining Agreements**
- 5. Delegations of Authority Index**
- 6. Florida Board of Governors Regulation 3.002 - Penalties for Failure to Report Child Abuse**



Excellence With Caring

# Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307

EQUAL OPPORTUNITY PROGRAMS

TELEPHONE: (850) 599-3076

FAX: (850) 561-2997

TDD: (850) 561-2998

## FLORIDA A&M UNIVERSITY NON-DISCRIMINATION POLICY STATEMENT

It is the policy of Florida A & M University that each member of the University community is permitted to work or attend class in an environment free from any form of discrimination including race, religion, color, age, disability, sex, sexual harassment, sexual orientation, gender identity, gender expression, marital status, national origin, and veteran status as prohibited by state and federal statutes. This commitment applies to all areas affecting students, employees, applicants for admission and applicants for employment. It is also relevant to the University's selection of contractors, suppliers of goods and services, and any employment conditions and practices.

Questions concerning this policy and procedures for filing complaints under the policy should be directed to Mrs. Carrie Gavin (EOP Director/University Title IX Coordinator), located in the Office of Equal Opportunity Programs. Please also see University Regulation 10.103 Non-Discrimination Policy and Discrimination and Harassment Complaint Procedures, and University Regulation 10.112 Consensual Relationships.

The Affirmative Action Plan/Program for *Minorities and Women* is available for review ONLY at the Office of Equal Opportunity Programs by anyone, upon request, during regular business hours (Monday through Friday, 8 a.m. – 5 p.m).

The Affirmative Action Plan/Program for *Veterans and Persons with Disabilities* is available for review by anyone, upon request, during regular business hours (Monday through Friday, 8 a.m. - 5 p.m.) at the following locations:

**Office of Human Resources**

211 Foote-Hilyer Administration Bldg.  
Florida A&M University  
Tallahassee FL, 32307  
(850) 599-3611

**Office of Equal Opportunity Programs**

674 Gamble Street  
Florida A&M University  
Tallahassee FL, 32307  
(850) 599-3076; TDD (850) 561-2998

Copies of the affirmative action plans will be provided pursuant to Chapter 119 of the Florida Statutes.

Signed:   
Elmira Mangum, Ph.D.  
Florida A&M University

Revised September 2014





**FLORIDA A&M UNIVERSITY  
DRUG-FREE WORKPLACE POLICY**

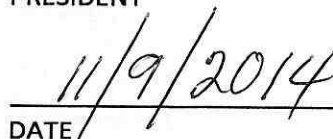
Florida A&M University (FAMU) is committed to providing a campus environment free from the presence of illegal drugs to ensure employees are afforded the opportunity to maximize their levels of productivity and reach their desired levels of success. FAMU prohibits in and on FAMU owned or controlled property or off-campus while acting as a representative of FAMU, the unlawful manufacture, alteration, distribution, dispensation, possession or use of alcohol and/or illegal drugs, and the unlawful possession and/or use of a controlled substance or "designer drug" regulated under Chapter 893, Florida Statutes unless dispensed and used pursuant to a prescription or otherwise authorized by law. No employee is to report to work or any other University activity while under the influence of alcohol or illegal drugs.

Any FAMU employee determined to have violated this policy shall be subject to disciplinary action including, but not limited to termination, evaluation/treatment for a drug and/or alcohol use disorder, or other appropriate action in accordance with applicable collective bargaining agreements or FAMU Board of Trustees regulations, policies, and procedures. Disciplinary action by FAMU does not preclude the possibility of criminal charges against the employee. Similarly, the filing of criminal charges does not preclude action by the University.

Federal law requires an employee to notify their immediate supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Division of Research must notify any federal contracting agency within ten (10) days of having received notice that an employee engaged in the performance of such contract or grant has had a criminal drug statute conviction for a violation occurring in the workplace.



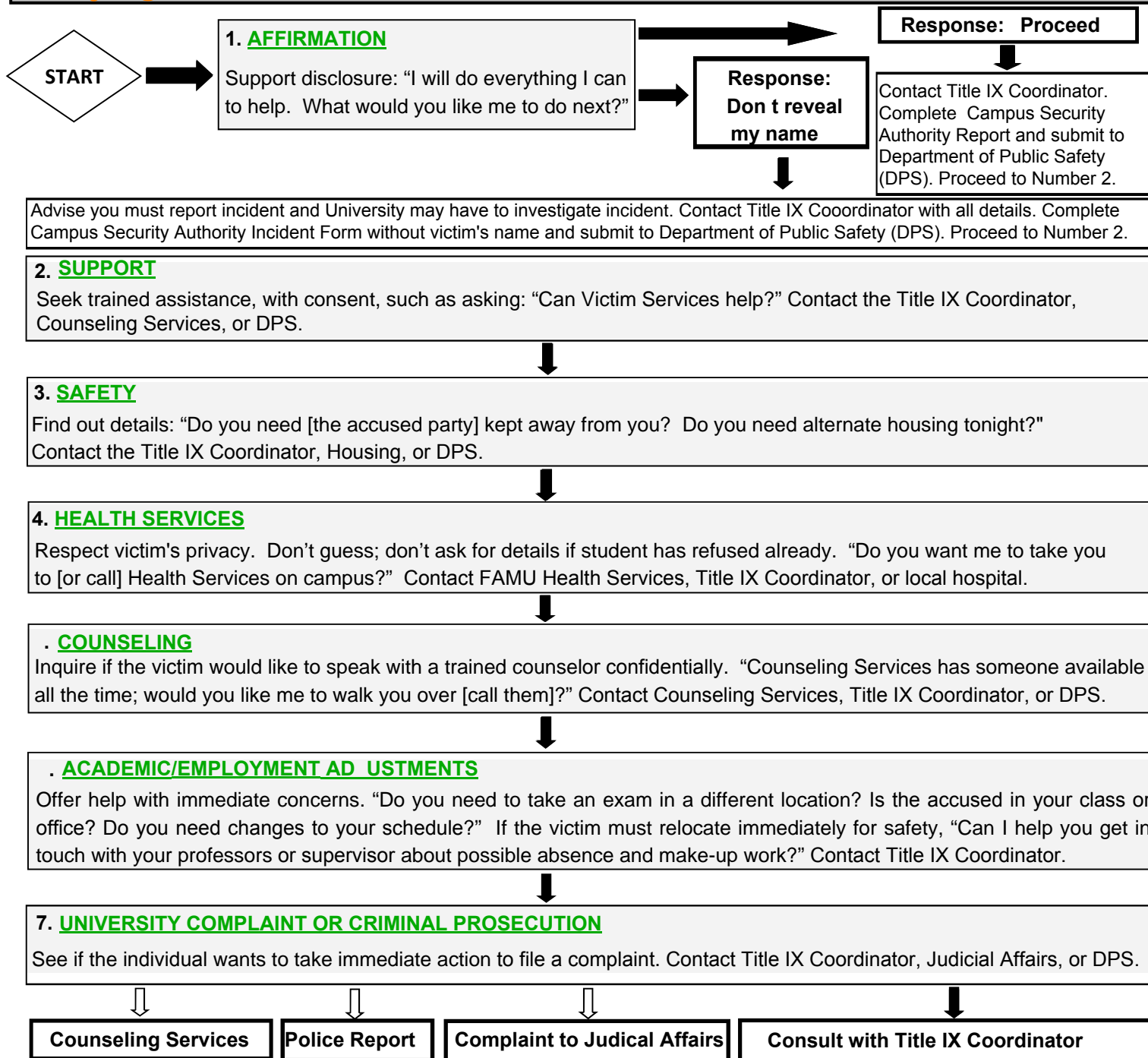
ELMIRA MANGUM  
PRESIDENT

  
DATE

## FLORIDA A&M UNIVERSITY

### Requirements for Response to Student/Employee Victims of Sexual Misconduct

Applies to: FAMU faculty, staff, administrators, and athletic personnel who receive information that a student or employee has experienced sexual misconduct including sexual harassment or violence. All reports of sexual misconduct must be reported within twenty-four (24) hours to the Title IX Coordinator, Carrie Gavin, at (850) 599-3076 or [carrie.gavin@famuedu](mailto:carrie.gavin@famuedu).



**For victim assistance or reporting sexual misconduct, always contact the Title IX Coordinator at (850) 599-3076. Contact the following as appropriate:**

1. FAMU Counseling Services: (850) 599-3145
2. Office of Judicial Affairs: (850) 599-3541 or (850) 599-3542
3. Department of Public Safety: (850) 599-3256, Tallahassee Police Department: (850) 891-4200 or 911 in an emergency
4. FAMU Health Services: (850) 599-3777, Tallahassee Memorial Hospital: (850) 431-0901, or Capital Regional Medical Center: (850) 325-5000



**FLORIDA A&M UNIVERSITY**  
**Collective Bargaining Agreements - Faculty**

**UNITED FACULTY OF FLORIDA  
(UFF)**

Navigation:

[www.famu.edu](http://www.famu.edu) > Administration > Academic Affairs > Faculty Resources

<http://www.famu.edu/AcademicAffairs/FAMU%20-%20UFF%202010-2013%20Collective%20Bargaining%20Agreement.pdf>

**UNITED FACULTY OF FLORIDA – FAMU CHAPTER  
DEVELOPMENTAL RESEARCH SCHOOL  
(DRS)**

Navigation:

[www.famu.edu](http://www.famu.edu) > Administration > Academic Affairs > Faculty Resources

<http://www.famu.edu/AcademicAffairs/2012-2015%20FAMU-DRS%20Collective%20Bargaining%20Agreement.pdf>

**UNITED FACULTY OF FLORIDA  
GRADUATE ASSISTANTS UNITED  
(GAU)**

[www.famu.edu](http://www.famu.edu) > Administration > Academic Affairs > Faculty Resources

[http://www.famu.edu/AcademicAffairs/uff\\_gradagreement%20-%2020020415.pdf](http://www.famu.edu/AcademicAffairs/uff_gradagreement%20-%2020020415.pdf)



**FLORIDA A&M UNIVERSITY**  
**Collective Bargaining Agreements - Staff**

**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME)**

Navigation:

www.famu.edu > Administration > Finance and Administration >  
Human Resources > Employee Relations

<http://www.famu.edu/hr/2010-2013%20AFSCME%20Collective%20Bargaining%20Agreement.pdf>

**THE FLORIDA POLICE BENEVOLENT ASSOCIATION LAW ENFORCEMENT  
BARGAINING UNIT  
(PBA)**

www.famu.edu > Administration > Finance and Administration >  
Human Resources > Employee Relations

<http://www.famu.edu/hr/Police%20Bargaining%20Agreement.pdf>



**DELEGATIONS OF AUTHORITY INDEX**

Effective Date	Authority Delegated to the Following Position	Authority Delegated	Re-Delegation
<b>DELEGATIONS OF AUTHORITY BY PRESIDENT</b>			
May 6, 2008	Provost and Vice Presidents	Delegation of authority to administer provisions of Chapter 10 of FAMU Regulations, as President's designee, effecting employment and personnel actions.	Not Authorized
February 16, 2015	<b>Marcella David</b> Provost and Vice President for Academic Affairs	<ul style="list-style-type: none"> <li>• Review and execute contracts and agreements pertaining to academic affairs functions consistent with FAMU Regulations 1.021, 6.001 and 6.005;</li> <li>• Approve travel under Section 112.061, F.S., and consistent with FAMU Regulation 1.021.</li> </ul>	Not Authorized
October 23, 2014	<b>Dale Cassidy</b> CFO and Vice President for Administrative and Financial Services	<ul style="list-style-type: none"> <li>• Review and execute contracts and agreements pertaining to construction and facilities planning functions consistent with FAMU Regulations 1.021, 6.001 and 6.005 and FAMU Board of Trustees Policy Nos. 2005-06 and 2005-7A;</li> <li>• Approve contracts and contract amendments from \$25,000 to \$100,000 in the aggregate in accordance with FAMU Regulation 6.005;</li> <li>• Approve travel under Section 112.061, F.S., and consistent with FAMU Regulation 1.021;</li> <li>• Execute checks to pay legal obligations of the University in accordance with Section 1011.42(7), F.S., and FAMU Regulation 1.021 as approved by FAMU Board of Trustees;</li> <li>• Perform banking transactions in accordance with FAMU Regulation 1.021;</li> <li>• Prepare an annual report concerning the status of accounts receivable charge-offs to the FAMU Board of Trustees in accordance with FAMU Regulation 1.021;</li> <li>• Acquire any lost or abandoned personal property found on the University campus or on premises owned or controlled by the University or any direct-support organization thereof; and, if the property is not claimed by the owner within the designated reasonable period of time, ordering it sold at a public auction in accordance with FAMU Regulation 1.021.</li> </ul>	Not Authorized
July 11, 2011	<b>William Hudson, Jr.</b> Vice President for Student Affairs	<ul style="list-style-type: none"> <li>• Review and execute contracts and agreements pertaining to student activity functions consistent with FAMU Regulations 1.021, 6.001 and 6.005;</li> <li>• Approve travel under Section 112.061, F.S., and consistent with FAMU Regulation 1.021;</li> <li>• Administer the Student Code of Conduct, including the issuance of final orders regarding student disciplinary matters consistent with FAMU Regulations 2.012 and 2.013;</li> <li>• Provide purchasing, contracting and budgetary review processes for student government organizations in accordance with FAMU Regulation 1.021.</li> </ul>	Not Authorized
June 7, 2012	<b>Richard Givens</b> Vice President for Audit and Compliance	<ul style="list-style-type: none"> <li>• Review and execute contracts and agreements pertaining to audit and compliance functions consistent with FAMU Regulations 1.021, 6.001 and 6.005;</li> <li>• Approve travel under Section 112.061, F.S., and consistent with FAMU Regulation 1.021.</li> </ul>	Not Authorized



Date	Authority Delegated to the Following Position	Authority Delegated	Re-Delegation
January 13, 2015	<b>Timothy E. Moore, Ph.D.</b> Vice President for Research	<ul style="list-style-type: none"> <li>Review and execute contracts and agreements pertaining to research functions consistent with FAMU Regulations 1.021, 6.001 and 6.005;</li> <li>Approve travel under Section 112.061, F.S., and consistent with FAMU Regulation 1.021;</li> <li>Negotiate and execute research contracts on a cost-reimbursement basis and provision of temporary financing of such costs prior to the reimbursement from moneys on deposit in a sponsored research development fund, except as may be prohibited elsewhere by law in accordance with FAMU Regulation 1.021;</li> <li>Perform all things necessary to secure letters of patent, copyrights, and trademarks on any work products and enforcement of the University's rights therein in accordance with Section 1004.23, F.S. and FAMU Regulation 1.021.</li> </ul>	Not Authorized
December 12, 2011	<b>Dr. Thomas J. Haynes, Jr.</b> Vice President for University Advancement	<ul style="list-style-type: none"> <li>Review and execute contracts and agreements pertaining to the Division of University Relations consistent with FAMU Regulations 1.021, 6.001 and 6.005;</li> <li>Approve travel under Section 112.061, F.S., and consistent with FAMU Regulation 1.021;</li> <li>Serve on the board of directors and the executive committee of the FAMU Foundation and receive annual budgets and reports of the FAMU Foundation consistent with Regulation 1.021.</li> </ul>	Not Authorized
March 16, 2012	<b>Avery D. McKnight</b> Vice President for Legal Affairs and General Counsel	<ul style="list-style-type: none"> <li>Reviewing and executing contracts and agreements pertaining to the Office of the General Counsel, Office of Equal Opportunity Programs and the Office of Risk Management consistent with FAMU Regulations 1.021, 6.001 and 6.005;</li> <li>Approving travel under Section 112.061, F.S., and consistent with FAMU Regulation 1.021.</li> </ul>	Not Authorized
June 18, 2014	<b>Jimmy Miller</b> Vice President for Communication and External Relations	<ul style="list-style-type: none"> <li>Reviewing and executing contracts and agreements pertaining to communications and external relations functions consistent with FAMU Board of Trustees Regulations 1.021, 6.001 and 6.005;</li> <li>Approving travel under Section 112.061, F.S., and consistent with FAMU Board of Trustees Regulation 1.021.</li> </ul>	Not Authorized

**DELEGATIONS OF AUTHORITY BY BOARD OF TRUSTEES REGULATION 6.005**

	Director of Purchasing	<ul style="list-style-type: none"> <li>Approve contracts and contract amendments up to \$25,000.</li> </ul>	Not Authorized
	CFO and Vice President for Administrative and Financial Services (as President's Designee)	<ul style="list-style-type: none"> <li>Approve contracts and contract amendments up to \$100,000.</li> </ul>	Not Authorized
	President	<ul style="list-style-type: none"> <li>Approve contracts and contract amendments up to \$1,000,000.</li> </ul>	Not Authorized

**DELEGATIONS OF AUTHORITY BY BOARD OF TRUSTEES REGULATION 2.012 and 2.013**

	Dean of Students	<ul style="list-style-type: none"> <li>Examine appeals of decisions from the University Judicial Officer and administrative hearing panels (student disciplinary), Student Supreme Court, Residence Life conduct boards, Clubs and Organizations Review Board.</li> </ul>	Per Regulation
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### **3.002 Penalties for Failure to Report Child Abuse**

#### **(1) Definitions.**

(a) For purposes of this regulation, the terms “abuse”, “abandonment”, “neglect”, and “caregiver” are defined as set forth in section 39.01, Florida Statutes.

(b) For purposes of this regulation, the term “administrator” means the following high level personnel who have been assigned the responsibilities of university-wide academic or administrative functions: university president, provost, senior/executive vice presidents, vice presidents, associate vice presidents, associate/vice provosts, deans, chief of police, equal opportunity programs director, intercollegiate athletics director, internal audit director, Title IX coordinator and university compliance officer.

(c) For purposes of this regulation, the term “law enforcement agency” means the campus police department established by each university. The chief of police is the reporting individual for each campus police department.

#### **(2) Reporting Obligation.**

(a) Each administrator who receives information from university faculty, staff or other employees of known or suspected child abuse, abandonment, or neglect committed on the property of the university or during an event or function sponsored by the university is required to report such information to the Florida Department of Children and Family Services.

(b) Each law enforcement agency that receives information of known or suspected child abuse, abandonment, or neglect committed on the property of the university or during an event or function sponsored by the university is required to report such information to the Florida Department of Children and Family Services.

#### **(3) Penalties for Failure to Report.**

(a) A fine of \$1 million shall be assessed against a university in the event the Board determines that a university administrator knowingly and willfully failed to report known or suspected child abuse, abandonment, or neglect to the Florida Department of Children and Family Services as set forth in paragraph (2)(a), or knowingly and willfully prevented another person from doing so.

(b) A fine of \$1 million shall be assessed against a university in the event the Board determines that a university law enforcement agency knowingly and willfully failed to report known or suspected child abuse, abandonment, or neglect to the Florida Department of Children and Family Services as set forth in paragraph (2)(b).

#### **(4) Proceedings prior to Determination.**

(a) Upon receipt of a credible allegation that a university administrator or law enforcement agency willfully and knowingly failed to report information of known or suspected child abuse, abandonment, or neglect as required by this regulation, the Board of Governors’ Office of Inspector General shall, in conjunction with an external

qualified investigative firm, conduct an investigation to determine if sufficient evidence exists to support the allegation and the assessment of a fine as set forth in paragraph (3). The Inspector General shall submit the investigatory findings to the Chair of the university's Board of Trustees or the Chair's designee, which shall have twenty (20) working days to submit a written response after receipt of such findings. The Inspector General shall provide a rebuttal, if any, to the university within twenty (20) working days after receipt of the university's response. The university's response and the Inspector General's rebuttal to the response, if any, shall be included in the final investigative report presented to the Board's Audit and Compliance Committee and the Chair of the university's Board of Trustees.

(b) The Board's Audit and Compliance Committee shall make a recommendation to the Board as to any action it deems appropriate based upon the results of the investigation.

(5) Additional Proceedings.

A university may challenge the Board's determination that there was a knowing and willful failure by a university administrator or law enforcement agency to report known or suspected child abuse, abandonment, or neglect in an administrative hearing conducted pursuant to section 120.57, Florida Statutes, within thirty (30) days of the date of the Board's determination.

Authority: Section 7(d), Art. IX, Fla. Const.; Section 39.205, F.S. New -- 11-08-12.