

University of Central Florida  
Board of Trustees Meeting  
November 14, 2013  
Live Oak Center  
Agenda

9:15 a.m. – 4:00 p.m.

Lunch 12:00 p.m.

800-442-5794, passcode, 463796

COMMITTEE MEETINGS

9:15 – 9:30 a.m.

Compensation and Labor, John Sprouls, Chair

9:30 – 10:15 a.m.

Advancement, Richard Crotty, Chair

10:15 – 11:00 a.m.

Educational Programs, Robert Garvy, Chair

11:00 a.m. – 12:00 p.m.

Finance and Facilities, Marcos Marchena, Chair

BOARD MEETING

1:00 – 4:00 p.m.

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|----|--|--|
| 1. | Welcome and call to order              | Olga Calvet, Chair   |
| 2. | Roll call                              | Rick Schell, Associate Corporate Secretary                                     |
| 3. | Minutes of September 26, 2013, meeting | Chair Calvet   |
| 4. | Remarks and introductions              | John C. Hitt, President  |
| 5. | Information                            |  |
|    | <b>INFO-1</b>                          | Information New Committee and Direct Support Organization Assignments (Calvet) |
|    | <b>INFO-2</b>                          | Information 2012-13 UCF Annual Report(Schell)                                  |
| 6. | Consent agenda                         | Chair Calvet   |
|    | <b>CL-1</b>                            | Approval 2010-13 Goal Accomplishments (Sprouls)                                |

	<b>CL-2</b>	Approval	Performance Unit Plan Payments for the 2010-13 Cycle (Sprouls)
	<b>CL-3</b>	Approval	2013-16 Performance Incentive Measures and Goals (Sprouls)
	<b>CL-5</b>	Approval	2013-16 Performance Unit Plan Awards (Sprouls)
	<b>CL-6</b>	Ratification	Article 13: Workday, Work Period, and Overtime and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association (Sprouls)
	<b>CL-7</b>	Ratification	Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees (Sprouls)
	<b>EP-1</b>	Concurrence	Conferral of Degrees (Hitt)
	<b>FF-1</b>	Approval	Minor Amendment to 2010 Campus Master Plan – Facilities Support Building (Merck)
	<b>FF-2</b>	Approval	Minor Amendment to 2010 Campus Master Plan – Facilities and Safety Warehouse Building (Merck)
	<b>FF-3</b>	Approval	Minor Amendment to 2010 Campus Master Plan – Greenhouse Building (Merck)
	<b>FF-4</b>	Approval	Renewal of Capital Projects Line of Credit for UCFAA (Merck)
	<b>FF-5</b>	Approval	Request to Amend Established Market Tuition Rate (Merck)
	<b>FF-6</b>	Approval	2014-15 Performance Funding Model, Board of Trustees Choice Metric (Merck)
7.	Advancement Committee report		Rich Crotty, Chair
8.	Audit, Operations Review, Compliance, and Ethics Committee report		Jim Atchison, Chair

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|-----|--|---|
| 9.  | Compensation and Labor Ad Hoc Committee report | John Sprouls, Chair   |
|     | <b>CL-4</b> Approval                           | Report on the Assessment of the President's Performance and Recommendation for Compensation (Sprouls) |
| 10. | Educational Programs Committee report          | Robert Garvy, Chair   |
| 11. | Finance and Facilities Committee report        | Marcos Marchena, Chair  |
| 12. | Nominating and Governance Committee report     | Ray Gilley, Chair   |
| 13. | Strategic Planning Committee report            | Alan Florez, Chair  |
| 14. | New business                                   | Chair Calvet  |
| 15. | Announcements and adjournment                  | Chair Calvet  |

Upcoming meetings:

Trustee Summit 2013	November 20 (Florida International University)
Board of Governors meeting	November 20-21 (Florida International University)
Board of Trustees Teleconference	December 4 TBA
Board of Trustees meeting	January 23, 2014 (Live Oak Center)
AGB National Conference on Trusteeship	April 12-14, 2014 (Hyatt Regency Orlando, former Peabody Orlando)

**Minutes  
Board of Trustees Meeting  
University of Central Florida  
September 26, 2013**

Acting Chair Olga Calvet called the meeting of the UCF Board of Trustees to order at 1:05 p.m. in the Live Oak Center on the UCF Orlando campus.

The following board members attended the meeting: Trustees Clarence Brown, Richard Crotty, Alan Florez, Robert Garvy, Reid Oetjen, Beverly Seay, and Melissa Westbrook. Trustees Jim Atchison, Ray Gilley, Marcos Marchena, and John Sprouls attended via teleconference.

**WELCOME**

Calvet reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

She welcomed the board members and called on **Dr. Rick Schell**, Associate Corporate Secretary, to call the roll. Schell announced that a quorum was present.

She called for approval of the July 25, 2013, board meeting minutes, which were approved as written.

Calvet called on **President John C. Hitt** for remarks and introductions.

**REMARKS**

Hitt welcomed new board member, **Dr. Clarence Brown**, President *Emeritus* of MD Anderson-Orlando and Vice President of Development for the Orlando Health Foundation. Hitt presented him with a gold Pegasus pin.

Hitt announced that UCF's football team had its best start in 25 years, and he noted its historic Penn State road victory. He also mentioned the upcoming South Carolina game and encouraged everyone to fill Bright House Networks Stadium on Saturday.

**INTRODUCTIONS**

Hitt announced that **Dr. Valarie Greene King**, founding director of the UCF Office of Diversity Initiatives, was retiring after 24 years of service. Hitt noted that in Central Florida and the nation Dr. King is an acclaimed leader in the field of diversity and inclusion. Recently, the National Association of Diversity Officers in Higher Education gave its annual award of excellence to UCF's Office of Diversity Initiatives. Hitt congratulated Dr. King on the national recognition and thanked her for her service to the university.



## **CONSENT AGENDA**

A motion was made to accept the consent agenda, and members of the board unanimously approved the following actions.

- **CL-1 Article 2: Definitions, Article 7: Wages, and Article 29: Advance Notice of Separation of the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees** – Ratification of the reopened articles of the collective bargaining agreement between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees.
- **CL-2 Revision to the Compensation and Labor Committee Charter** – Approval of the revisions to the charter of the Compensation and Labor Committee.
- **CL-3 Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the United Faculty of Florida** – Ratification of the Collective Bargaining Agreement for 2012-15 Between the University of Central Florida Board of Trustees and the United Faculty of Florida.
- **EP-1 Tenure with Hire** – Approval of tenure with hire.
- **FF-1 UCF Investment Policy Revisions** – Approval to revise the operating funds supplement to the UCF Investment Policy.
- **NG-1 Chair *Emeritus* Status for Michael J. Grindstaff** – Award the title of Chair *Emeritus* to Michael J. Grindstaff, member of the UCF Board of Trustees.
- **NG-2 Fifth Amended and Restated University of Central Florida Board of Trustees Bylaws** – Approval of revisions to the Board of Trustees bylaws.

Calvet thanked **Chair *Emeritus* Michael Grindstaff** for his six years of service to the university as a trustee and as chair of the Board of Trustees. Hitt and Calvet presented him with a plaque, and Hitt thanked him for his distinguished service as a member of the board and as chair.

Trustee Oetjen stated that he wanted to go on record as being against consent agenda item CL-3, Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the United Faculty of Florida, which had been approved earlier.

## **EDUCATIONAL PROGRAMS COMMITTEE REPORT**

Robert Garvy, Chair of the Educational Programs Committee, noted the Educational Programs Committee items approved in the consent agenda, and he reported the highlights from the committee meeting earlier in the day.

- **Dr. M. J. Soileau**, Vice President for Research and Commercialization, provided an annual external research funding update. He reported more than \$113 million in external contract and grant funding for 2012-13, and he offered a comparison to the approximately \$129 million reported in 2011-12. He discussed the role of the federal sequester on funding decreases in the last six months of the fiscal year.

- **Dr. Tony Waldrop**, Provost and Executive Vice President, reported on tenure with hire.
- Waldrop provided an overview on the International Pathway Program, a partnership with Shorelight, designed to be a self-supporting international student recruitment and bridge program with a targeted start date of May 2014.
- Waldrop reported on the State University System Annual Status Report on Market Tuition, which will be provided to the Board of Governors in November 2013.
- Waldrop provided an overview on the new instructional site at the Universidad San Ignacio de Loyola's Center for American Education in Lima, Peru.

### **ADVANCEMENT COMMITTEE REPORT**

Rich Crotty, Chair of the Advancement Committee, reported the highlights from the committee meeting earlier in the day.

- **Robert Holmes**, Vice President for Alumni Relations and Development and Foundation CEO, and **Joyce Henckler**, Chief Development Officer of the UCF Foundation, gave a campaign update and presentation.
- **Dr. Dan Holsenbeck**, Vice President for University Relations, provided a legislative update. He noted that there are projections for declines in Bright Futures scholarships, and he reported on PECO Fund projections for 2016-17.
- **Admiral Al Harms**, Vice President for Strategy, Marketing, Communications, and Admissions, reported that the focus for admission at UCF is on access, quality, and diversity. He noted that this year UCF has 61 National Merit Scholars for a total of 247 enrolled National Merit Scholars. UCF has 18 National Hispanic Scholars and four National Achievement Scholars. UCF's average SAT for the fall class was 1248, compared to the national average of 1010 and the Florida average of 982. The average GPA was 3.9. He also noted that UCF has a 40-percent minority student body.
- Harms also reported that the Top 10 Knights Program has been launched, and he noted that being ranked in the top 10 percent of the student's senior class serves as the preliminary admission criterion.

### **AUDIT, OPERATIONS REVIEW, COMPLIANCE, AND ETHICS COMMITTEE REPORT**

Jim Atchison, Chair of the Audit, Operations Review, Compliance, and Ethics Committee, announced that there was no report for the committee.

### **COMPENSATION AND LABOR AD HOC COMMITTEE REPORT**

John Sprouls, Chair of the Compensation and Labor Ad Hoc Committee, noted the items approved in the consent agenda and presented highlights from the committee meeting held earlier in the day.

Sprouls reported that the committee met on September 9, 2013, and he provided highlights of the committee's activities, which included continued participation in the Performance Unit Plan by Vice President Helen Donegan, subject to her return to service on April 1, 2014. He stated that the committee also discussed the annual presidential performance and compensation review, which will culminate in board action at the November meeting.

## **FINANCE AND FACILITIES COMMITTEE REPORT**

Olga Calvet, Chair of the Finance and Facilities Committee, reported that the committee held a joint session with the Education Programs Committee and then met separately afterward.

Calvet reported highlights from the committee meeting held earlier in the day.

- **William F. Merck II**, Vice President for Administration and Finance and Chief Financial Officer, and **Maribeth Ehasz**, Vice President for Student Development and Enrollment Services, provided an update on the NorthView project.
- Merck and **Tracy Clark**, Assistant Vice President and Controller, provided the university's investments quarterly update, the revision of its investment policy, and its operating budget report for the period ending August 31, 2013.
- Merck and **John Pittman**, Assistant Vice President for Debt Management, reported on the Direct Support Organizations' quarterly reports for the period ending June 30, 2013, along with the university and DSO debt report.

## **NOMINATING AND GOVERNANCE COMMITTEE REPORT**

Ray Gilley, Chair of the Nominating and Governance Committee, reported that the committee had met on September 18, 2013, to consider the election of the chair and vice chair of the UCF Board of Trustees. He stated that the committee recommended that Olga Calvet be elected chair and that John Sprouls be elected vice chair, each for a term ending in July 2015. He called for any other nominations from the floor. There being none, he held the election for chair and vice chair.

**NG-3 Election of Chair and Vice Chair of UCF Board of Trustees** – A motion was made and passed unanimously electing Olga Calvet as chair and John Sprouls as vice chair, for terms ending in July 2015.

Gilley and Hitt thanked Chair Calvet and Vice Chair Sprouls for their willingness to serve. Hitt congratulated them both.

## **STRATEGIC PLANNING COMMITTEE REPORT**

Alan Florez, Chair of the Strategic Planning Committee, announced that there was no report for the committee.

## **ANNOUNCEMENTS AND ADJOURNMENT**

Calvet announced the following upcoming meetings:

Diversity Breakfast	October 21, 8:00-10:00 a.m. (Pegasus Ballroom)
Board of Trustees meeting	November 14 (Live Oak Center)

Trustee Summit 2013

November 20  
(Florida International University)

Board of Governors meeting

November 20-21  
(Florida International University)

She reminded the trustees of the annual trustees photo following the meeting.

Calvet adjourned the board meeting at 1:37 p.m.

Respectfully submitted: \_\_\_\_\_

John C. Hitt  
Corporate Secretary

Date: \_\_\_\_\_

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** New Committee and Direct Support Organization Assignments

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Committee and Direct Support Organization assignments are provided for information only.

**BACKGROUND INFORMATION**

The board may establish committees to assist in carrying out its responsibilities. The board chair will determine the membership of the committees and their chairs. The board chair will also appoint one or more trustees to every direct support organization board.

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**Supporting documentation:** 2013 Committee and Direct Support Organization Assignments

**Prepared by:** Rick Schell, Vice President and Chief of Staff, and  
Associate Corporate Secretary to the Board of Trustees

**Submitted by:** Olga Calvet, Chair, Board of Trustees

# University of Central Florida

## Board of Trustees

### Committee Assignments

#### October 2013

<u>Advancement</u>	<u>Audit, Operations Review, Compliance, and Ethics</u>	<u>Compensation and Labor, Ad Hoc</u>	<u>Educational Programs</u>
<p>Minimum of five members</p> <p>Development and alumni relations, public and governmental relations, marketing, communications, and admissions</p> <p>Rich Crotty, Chair Alan Florez, Vice Chair Clarence Brown Beverly Seay Melissa Westbrook</p> <p>Olga Calvet (Ex Officio)</p> <p>Staff: Al Harms Robert Holmes Dan Holsenbeck</p>	<p>Minimum of three members</p> <p>Financial practices and management, internal controls, and standards of conduct for university and affiliates</p> <p>Jim Atchison, Chair Alan Florez, Vice Chair Reid Oetjen Beverly Seay John Sprouls</p> <p>Olga Calvet (Ex Officio)</p> <p>Staff: Rhonda Bishop Scott Cole</p>	<p>Minimum of three members</p> <p>Conduct periodic compensation and assessment reviews of the president and develop recommendations to the board for its consideration; review and approve discretionary compensation plans and deferred compensation plans, if any, for senior executives of the university, and oversee the collective bargaining responsibilities of the board</p> <p>John Sprouls, Chair Marcos Marchena, Vice Chair Jim Atchison Clarence Brown Ray Gilley</p> <p>Olga Calvet (Ex Officio)</p> <p>Staff: Scott Cole Mark Roberts</p>	<p>Minimum of five members</p> <p>Academic and student life, components of the university, athletics, and strategic planning</p> <p>Robert Garvy, Chair Ray Gilley, Vice Chair Rich Crotty Reid Oetjen Melissa Westbrook</p> <p>Olga Calvet (Ex Officio)</p> <p>Staff: Tony Waldrop</p>

### Finance and Facilities

Minimum of five members

Budget, finance and accounting, financial services, purchasing, business services, DSO oversight, human resources, environmental health and safety, facilities planning, landscape and natural resources, physical plant, police department, business services, and parking and transportation services

Marcos Marchena, Chair  
Jim Atchison, Vice Chair  
Robert Garvy  
Reid Oetjen  
John Sprouls  
Melissa Westbrook

Olga Calvet (Ex Officio)

Staff: William F. Merck II

### Nominating and Governance

Minimum of five members

Trustee assessment, trustee nominations, election procedures, presidential search procedures, and governance

Ray Gilley, Chair  
Rich Crotty, Vice Chair  
Alan Florez  
Marcos Marchena  
Beverly Seay

Olga Calvet (Ex Officio)

Staff: Scott Cole

### Strategic Planning

Minimum of five members

Provide support and guidance regarding strategic planning and the implementation of strategic plans

Alan Florez, Chair  
Clarence Brown, Vice Chair  
Robert Garvy  
Reid Oetjen  
Melissa Westbrook

Olga Calvet (Ex Officio)

Staff: Al Harms

### Direct Support Organizations

Athletics – Robert Garvy  
Convocation – Alan Florez  
Finance – Rich Crotty  
Foundation – Olga Calvet  
Golden Knights – Ray Gilley  
Lockwood Community – John Sprouls  
Medical College –  
Research Foundation – Marcos Marchena

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2010-13 Goal Accomplishments

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approve the 2010-13 goal accomplishments documented by the University Audit Office.

**BACKGROUND INFORMATION**

On May 24, 2007, the University of Central Florida Board of Trustees approved the Performance Unit Plan. The plan requires that the university performance during the Performance Period be reviewed and certified as accurate by the University Audit office. The decision of the board regarding the performance results will be final.

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**Supporting documentation:** University Audit's Performance Unit Plan Results and Description of Review Process

**Prepared by:** Mark Roberts, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee



# University Audit's Performance Unit Plan Results and Description of Review Process

## 2010-13 Performance Incentive Matrix      Year 3

		Performance Goals			Actual Performance			
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3	Final Data
<b>Quality of Education</b>								
Average SAT score for FTIC students admitted Fall 2010-11, 2011-12, and 2012-13.	2.5%	1230	1235	1240	1237 Fall 2010	1250 Fall 2011	1244 Fall 2012	1244 average over Fall 2010, 2011, 2012
Average ratio of full-time tenured and tenure-track faculty to total faculty for 2010-11, 2011-12, and 2012-13.	2.5%	66.0%	66.5%	67.0%	61.4% Fall 2010	62.4% Fall 2011	62.2% Fall 2012	62.0% average over 2010, 2011, 2012
Average six-year graduation rates for FTIC students in 2004, 2005, and 2006 cohorts.	10%	63.2%	63.7%	64.2%	63.2% 2004 cohort	62.8% 2005 cohort	65.1% 2006 cohort	63.7% average over 2010, 2011, 2012
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2006, 2007, and 2008 cohorts.	10%	76.3%	76.5%	76.7%	75.1% 2006 cohort	75.3% 2007 cohort	75.6% 2008 cohort	75.3% average over 2010, 2011, 2012
<b>Institutional Development and Effectiveness</b>								
Average doctoral degrees conferred as a percentage of the doctoral degree-seeking headcount for 2010-11, 2011-12, and 2012-13.	5%	13.00%	13.75%	14.5%	15.77% 285 degrees FY 2010-11	13.18% 266 degrees FY 2011-12	12.60% 280 degrees FY 2012-13	13.85% average over FY 2010-11, 2011-12, 2012-13
Average of the one-year retention rates for FTIC students in the 2009, 2010, and 2011 cohorts.	10%	87.4%	87.9%	88.4%	86.7% 2009 cohort	87.3% 2010 cohort	87.8% 2011 cohort	87.3% average over 2010, 2011, 2012
Average of the one-year retention rates for summer and fall full-time AA transfer students in the 2009, 2010, and 2011 cohorts.	10%	83.2%	83.5%	83.8%	82.3% 2009 cohort	82.3% 2010 cohort	83.4% 2011 cohort	82.7% average over 2010, 2011, 2012

## 2010-13 Performance Incentive Matrix      Year 3

		Performance Goals			Actual Performance				
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3	Final Data	
Institutional Development and Effectiveness (continued)									
Achieve provisional and full accreditation for the medical college. Also, establish an operational clinical practice plan.	10%	Achieve provisional accreditation by Fall 2011	Achieve minimum goal as well as establish an operational clinical practice on or before June 2012	Achieve minimum and target goal as well as full accreditation by 2013	Provisional accreditation granted in June 2011	Clinical practice plan operational in October 2011	Full accreditation granted in February 2013	Clinical practice plan operational in October 2011; full accreditation granted in February 2013	
Sustainability									
Reduce average greenhouse gas emissions generated from main campus electrical consumption (kilowatt hour) per square foot over 2010-2013.	10%	15.7 kwh/sf	15.2 kwh/sf	14.7 kwh/sf	15.96 kwh/gsf FY 2010-11	15.45 kwh/gsf FY 2011-12	12.71 kwh/gsf FY 2012-13	12.71 kwh/gsf FY 2012-13	
External Support									
Average extramural funding raised per tenured and tenure track faculty member FTE for 2010-11, 2011-12, and 2012-13.	15%	\$143,445	\$144,895	\$146,345	\$130,790 815.25 FTE FY 2010-11	\$150,342 856.25 FTE FY 2011-12	\$128,704 863.48 FTE FY 2012-13	\$136,612 844.99 FTE average over FY 2010-13	
Total philanthropy to the UCFF and UCF Athletics Program for the period of 2010-13.	9%	\$110,000,000	\$125,000,000	\$138,000,000	\$22,794,806 FY 2010-11	\$13,074,501 FY 2011-12	\$24,506,922 FY 2012-13	\$60,376,229 total over FY 2010-13	
Average annual number of UCFF and Athletics Program donors for the period July 1, 2010, to June 30, 2013.	3%	16,390	17,073	17,756	18,069 FY 2010-11	20,479 FY 2011-12	22,772 FY 2012-13	20,440 average over FY 2010-13	
Annual cost per dollar raised through philanthropy to UCFF for the period July 1, 2010, to June 30, 2013.	3%	\$.22	\$.20	\$.18	\$.36 FY 2010-11	\$.60 FY 2011-12	\$.32 FY 2012-13	\$.43 average over FY 2010-13	

## 2011-14 Performance Incentive Matrix      Year 2

		Performance Goals			Actual Performance		
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3
<b>Quality of Education</b>							
Average SAT score for FTIC students admitted Fall 2011-12, 2012-13, and 2013-14.	2.5%	1247	1250	1253	1250 Fall 2011	1244 Fall 2012	
Average ratio of full-time tenured and tenure-track faculty members to total faculty members for 2011-12, 2012-13, and 2013-14.	2.5%	61.4%	62.0%	62.5%	62.4% Fall 2011	62.2% Fall 2012	
Average six-year graduation rates for FTIC students in the 2005, 2006, and 2007 cohorts.	10%	63.2%	63.7%	64.2%	62.8% 2005 cohort	65.1% 2006 cohort	
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2007, 2008, and 2009 cohorts.	10%	75.1%	75.3%	75.5%	75.3% 2007 cohort	75.6% 2008 cohort	
<b>Institutional Development and Effectiveness</b>							
Average doctoral degrees conferred for both doctoral professional and doctoral research degrees for 2011-12, 2012-13, and 2013-14.	5%	275	300	350	266 degrees FY 2011-12	280 degrees FY 2012-13	
Average of the one-year retention rates for FTIC students in the 2010, 2011, and 2012 cohorts.	10%	86.7%	87.2%	87.7%	87.3% 2010 cohort	87.8% 2011 cohort	
Average of the one-year retention rates for summer and fall full-time AA transfer students in the 2010, 2011, and 2012 cohorts.	10%	82.1%	82.4%	82.7%	82.3% 2010 cohort	83.4% 2011 cohort	

## 2011-14 Performance Incentive Matrix      Year 2

		Performance Goals			Actual Performance		
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3
<b>Institutional Development and Effectiveness (continued)</b>							
Establish an operational clinical practice plan, achieve full accreditation, and submit the initial application to the Accreditation Council for Graduate Medical Education for a residency program in at least one discipline in 2014.	10%	Establish an operational UCF COM clinical practice by June 2012	Achieve minimum goal as well as full accreditation by 2013	Achieve minimum and target goals and submit the initial application to ACGME for a residency program in at least one discipline in 2014	Clinical practice plan operational in October 2011	Full accreditation for college granted in February 2013; initial accreditation for residency program granted in May 2013	
<b>Sustainability</b>							
Average greenhouse gas emissions generated from natural gas, fleet vehicles, and electrical for 2011-12, 2012-13, and 2013-14.	10%	90,224 1% reduction	89,768 1.5% reduction	89,312 2% reduction	86,144 metric tons <b>CO<sub>2</sub>e</b> FY 2011-12	87,570 metric tons <b>CO<sub>2</sub>e</b> FY 2012-13	
<b>External Support</b>							
Average extramural funding raised per tenured and tenure track faculty member FTE for 2010-11, 2011-12, and 2012-13.	15%	\$130,268	\$131,585	\$132,902	\$150,342 856.25 FTE FY 2011-12	\$128,704 863.48 FTE FY 2012-13	
Total philanthropy to the UCFF and UCF Athletics Program without Courtelis or state matching funds, but including planned gifts, for 2011-14.	9%	\$85,000,000	\$94,000,000	\$104,000,000	\$17,217,001 FY 2011-12	\$42,593,224 FY 2012-13	
Average annual number of UCFF and Athletics Program donors for 2011-12, 2012-13, and 2013-14.	3%	17,064	17,775	18,485	20,479 FY 2011-12	22,814 FY 2012-13	
Average annual cost per dollar raised through philanthropy to UCFF for 2011-12, 2012-13, and 2013-14.	3%	\$.22	\$.20	\$.18	\$.60 FY 2011-12	\$.32 FY 2012-13	

**Green highlight** = expected final results based on FY 2011-12 and 2012-13 data

9/11/2013

## 2012-15 Performance Incentive Matrix      Year 1

		Performance Goals			Actual Performance		
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3
Quality of Education							
Average six-year graduation rates for FTIC students in 2006, 2007, and 2008 cohorts.	24%	64.2%	64.7%	65.2%	65.1% 2006 cohort		
Average of the one-year retention rates for FTIC students in the 2011, 2012, and 2013 cohorts.	14%	87.7%	88.2%	88.7%	87.8% 2011 cohort		
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2008, 2009, and 2010 cohorts.	24%	75.1%	75.35%	75.5%	75.6% 2008 cohort		
External Support							
Average of the extramural research funding raised per tenured and tenure-track faculty member FTE for 2012-13, 2013-14, 2014-15.	19%	\$131,585	\$132,902	\$134,242	\$128,704 863.48 FTE FY 2012-13		
Total philanthropy to the UCFF and UCF athletics program without Courtelis or state matching funds, but including planned gifts, gifts-in-kind, and pledges for the period of July 1, 2012, to June 30, 2015.	19%	\$247,500,000	\$275,000,000	\$302,500,000	\$52,279,216* 2012-13		

\*2012-13 philanthropy data contained instances of duplicated amounts because UCFF reported pledges at full value, even where payments against those pledges had been received in the same year. UCF Foundation is working to improve the data reporting to eliminate this issue.

# University Audit

## Review Process Used to Certify 2012-13 Data for the 2010-13 Performance Measures

University Audit confirmed the 2012-13 data reported by the College of Medicine, Facilities and Safety, Institutional Knowledge Management, the Office of Research and Commercialization, and the UCF Foundation.

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**Performance measure: Strengthen UCF's reputation by improving SAT scores of entering freshmen (average SAT score for first-time-in-college students admitted fall 2010-11, 2011-12, and 2012-13).**

Definitions:

- FTIC = first-time-in-college students, early admit students, or students admitted with fewer than 12 college credit hours earned after high school graduation (excludes dual enrollment credit).
- Average SAT composite score = highest separate verbal and math scores from any SAT attempt for each FTIC, where the combined verbal and math scores are higher than or equal to the concordant ACT score of the same FTIC.

Process:

- Obtained a report of SAT scores for fall 2012 FTICs from Institutional Knowledge Management.
- Obtained the population of fall 2012 FTIC students and their ACT and composite SAT test scores from PeopleSoft.
- Compared the total number of FTICs in the Institutional Knowledge Management report to the number in PeopleSoft to verify completeness of population.
- Using the SAT vs. ACT Concordance Table published by the Florida Department of Education, determined the higher of the ACT or composite SAT score.
- Excluded scores where the actual SAT is less than the concordant ACT, then determined the average of the remaining SAT scores and compared it to the average SAT score reported by Institutional Knowledge Management.
- Selected a sample of students for testing, including students with composite scores above and below the average, students with splits between verbal and math, and students with similar math and verbal scores. Recalculated the highest verbal and math scores and compared them to the reported composite test score.
- Calculated the unweighted average SAT score for fall 2010, fall 2011, and fall 2012.
- Identified people with access in PeopleSoft to enter or change SAT scores. Found that no one has access to correct or change the SAT score data without leaving an audit trail.

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**Performance measure: Strengthen UCF's reputation by improving the ratio of full-time tenured and tenure-track faculty members to total faculty members for 2010-11, 2011-12, and 2012-13 (average the ratios for 2010-11, 2011-12, and 2012-13).**

Definition:

- Full-time tenured and tenure-track faculty members = faculty definitions as reported by Institutional Knowledge Management to the Integrated Postsecondary Education Data System (IPEDS).

# University Audit

## Review Process Used to Certify 2012-13 Data for the 2010-13 Performance Measures

### Process:

- Obtained a list of fall 2012 faculty from Institutional Knowledge Management.
- Calculated the ratio of full-time tenured and tenure-track faculty to total faculty.
- Obtained a list of fall 2012 faculty from PeopleSoft. Compared PeopleSoft data to Institutional Knowledge Management data to confirm the completeness and accuracy of the population.
- Calculated the unweighted average ratio of full-time tenured and tenure-track faculty members to total faculty members for 2010-11, 2011-12, and 2012-13.

---

**Performance measure: Strengthen UCF's reputation and effectiveness by improving six-year graduation rates for FTIC students (average six-year graduation rates for FTIC students in the 2004, 2005, and 2006 cohorts).**

### Definition:

- Six-year graduation rate = percentage of summer or fall 2006 FTIC students enrolled full-time in fall 2006 and graduating prior to or during summer 2012.

### Process:

- Obtained a graduation report of the 2006 full-time summer and fall FTIC cohort from Institutional Knowledge Management.
- Sorted the Institutional Knowledge Management data by degree term (semester of graduation) and verified the number of students graduating within six years.
- Selected a sample of students from the six-year and non-graduating groups and determined the accuracy of graduation data by comparing degree awarded in PeopleSoft to degree certification from the respective college.
- Calculated the unweighted average graduation rate for students in the 2004, 2005, and 2006 cohorts.

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**Performance measure: Strengthen UCF's reputation and effectiveness by improving four-year graduation rates for summer and fall full-time AA transfer students (average four-year graduation rates for summer and fall full-time AA transfer students in the 2006, 2007, and 2008 cohorts).**

### Definition:

- Four-year graduation rate = percentage of AA transfer students who first enrolled in summer or fall 2008, were enrolled part-time or full-time in fall 2008, and graduated prior to or during summer 2012.
- AA transfer student = student who transferred directly to UCF from a Florida System College or Community College (not from a university or out of state school) with an Associate of Arts (not Associate of Science) degree.

### Process:

- Obtained a graduation report of the 2008 summer and fall full-time AA transfer cohort from Institutional Knowledge Management.



## University Audit

### Review Process Used to Certify 2012-13 Data for the 2010-13 Performance Measures

- Sorted the Institutional Knowledge Management data by degree term (semester of graduation) and verified the number of students graduating within six years.
- Selected a sample of students from the four-year and non-graduating groups and determined the accuracy of graduation data by comparing degree awarded in PeopleSoft to degree certification from the respective college.
- Calculated the unweighted average of the three average graduation rates for students in the 2006, 2007, and 2008 cohorts.

---

**Performance measure: Strengthen UCF's reputation and effectiveness by increasing doctoral degrees conferred as a percentage of the degree-seeking headcount (average conferred degrees to degree-seeking percentages for 2010-11, 2011-12, and 2012-13).**

Definition:

- Doctoral degrees = research doctorate and professional doctorate degrees.

Process:

- Obtained fall 2012 enrollment data and the number of doctoral degrees conferred during 2012-13 from Institutional Knowledge Management.
- Obtained a listing of doctoral degrees conferred during 2012-13 from PeopleSoft. Compared PeopleSoft data to Institutional Knowledge Management data to confirm the completeness of the population.
- Recalculated doctoral degrees conferred as a percentage of the degree-seeking head count.
- Selected a sample of doctoral degrees awarded and reviewed the college's certification that degree requirements were met.
- Calculated the unweighted average doctoral degrees conferred as a percentage of the degree-seeking headcount for 2010-11, 2011-12, and 2012-13.

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**Performance measure: Strengthen UCF's reputation and effectiveness by improving one-year retention rates for FTIC students (average the one-year retention rates for FTIC students in the 2009, 2010, and 2011 cohorts).**

Definition:

- Retention rate = percentage of summer or fall 2011 FTIC students who enrolled full-time in fall 2011 and were still enrolled in fall 2012, either part-time or full-time. Does not include early admits or students who transferred more than 12 credit hours not earned while in high school.

Process:

- Obtained the data set for the 2011 summer-fall full-time FTIC cohort from Institutional Knowledge Management. Filtered the data to determine the number and percentage of students who were still enrolled in fall 2012.
- Obtained the population of full-time summer-fall 2011 FTIC admits from PeopleSoft. Pulled in the number of credit hours for enrolled students in fall 2011 and 2012. Filtered the data to determine the number and percentage of FTIC students who were enrolled

## University Audit

### Review Process Used to Certify 2012-13 Data for the 2010-13 Performance Measures

full-time in fall 2011 and were still enrolled in fall 2012. Compared this data to Institutional Knowledge Management's data.

- Calculated the unweighted average retention rate for FTIC students in the 2009, 2010, and 2011 cohorts.

---

**Performance measure: Strengthen UCF's reputation and effectiveness by improving one-year retention rates for summer and fall full-time AA transfer students (average the one-year retention rates for AA transfer students in the 2009, 2010, and 2011 cohorts).**

Definitions:

- Retention rate = percentage of summer or fall 2011 AA transfer students who enrolled full-time in fall 2011 and were still enrolled in fall 2012, either part-time or full-time. Does not include early admits or students who transferred more than 12 credit hours not earned while in high school.
- AA transfer student = student who transferred to UCF from a Florida System College or Community College (not from a university or out of state school) with an Associate of Arts (not Associate of Science) degree.

Process:

- Obtained the data set for the 2011 summer-fall full-time AA transfer cohort from Institutional Knowledge Management. Filtered the data to determine the number and percentage of students who were still enrolled in fall 2012.
- Obtained the population of full-time summer-fall 2011 AA transfer admits from PeopleSoft. Pulled in the number of credit hours for enrolled students in fall 2011 and 2012 and the name of the last institution attended. Filtered the data to determine the number and percentage of AA transfer students who were enrolled full-time in fall 2011 and were still enrolled in fall 2012. Compared this data to Institutional Knowledge Management's data.
- Calculated the unweighted average retention rate for AA transfer students in the 2009, 2010, and 2011 cohorts

---

**Performance measure: Strengthen UCF's prestige by achieving provisional and full accreditation for the medical college. Also, establish an operational clinical practice plan.**

Process:

- Reviewed the June 20, 2011, letter from the Liaison Committee on Medical Education granting provisional accreditation to the College of Medicine.
- Reviewed the February 26, 2013, letter from the Liaison Committee on Medical Education granting full accreditation to the College of Medicine.
- Reviewed the UCF Pegasus Health web site and visited a physician at the practice plan's facility at the corner of University Blvd. and Quadrangle Blvd.

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**Performance measure: Strengthen UCF's sustainability by reducing the average greenhouse gas emissions generated from main campus electrical consumption (kilowatt hour) per square foot over the three-year period from July 1, 2010, to June 30, 2013.**

# University Audit

## Review Process Used to Certify 2012-13 Data for the 2010-13 Performance Measures

### Definition:

- **Kilowatt hours (kwh)** = total of on-peak plus off-peak kwh shown on the main campus power bills from Progress Energy and Duke Energy for July 2012 - June 2013.
- **Square Footage** = Gross square footage of buildings that are included on the main campus power bill, as shown on the Space Utilization Report prepared by UCF Space Planning Analysis.

### Process:

- Obtained the Progress Energy and Duke Energy bills for 2012-13 and totaled the on-peak and off-peak energy charges for the year.
- Obtained a report of the gross square footage of buildings on the main campus from Sustainability and Energy Management and verified that it agreed with the list maintained by Space Planning Analysis.
- Calculated the kwh per gross square feet.

---

**Performance measure: Strengthen UCF's reputation and effectiveness by securing extramural grants and contracts (average the dollars raised per tenured and tenure-track faculty FTE for 2010-11, 2011-12, and 2012-13).**

### Definition:

- Extramural grants and contracts = contract and grant funding secured from external sources.

### Process:

- Prepared a report from the Office of Research and Commercialization's database of 2012-13 extramural funding and confirmed the total funding with the Office of Research and Commercialization (ORC).
- Tested a sample of 30 grants, including all grants with funding  $\geq$  \$1 million and a judgmental sample of other grants.
- For selected grants, determined whether the amount reported agreed to supporting documents from the granting agency and the funding was awarded during 2012-13.
- For 2012-13, increased reported funding by a net \$1,312,664 for differences between award documents and amounts recorded by ORC, and by \$87,750 for research awards incorrectly included by UCF Foundation in fundraising totals.
- For 2012-13, reduced reported funding by \$2,187,929 to exclude matching funds, by \$50,801 for sales tax and 2011-12 incubator payments, and by \$1,313,110 for UCF Foundation support, all incorrectly reported as extramural research funding.
- For 2011-12, made a retroactive adjustment, increasing funding by \$470,750 for research awards incorrectly included by UCF Foundation in fundraising totals.
- Obtained a list of tenured and tenure-track faculty FTE as of December 2012 from Institutional Knowledge Management.
- Obtained a list of tenured and tenure track faculty as of December 2012 from PeopleSoft and verified that it agreed with the IKM list.
- Calculated the average extramural grant funding per tenured and tenure track faculty FTE for 2012-13.

**University Audit**  
**Review Process Used to Certify 2012-13 Data**  
**for the 2010-13 Performance Measures**

- Calculated the unweighted average extramural grant funding per tenured and tenure track faculty FTEs for 2010-11, 2011-12, and 2012-13.

---

**Performance measure: Total philanthropy to the UCF Foundation and UCF athletics program for the period of July 1, 2010, to June 30, 2013.**

**Definition:**

- Fundraising = contributions received by the UCF Foundation (UCFF) or the UCF athletics program, net of any ticket price received for the contribution; tangible in-kind gifts are included to the extent they can be reasonably valued based upon appraisal or other documentation; Courtelis (through June 30, 2011) and Major Gift matching funds are included although not yet appropriated by or received from the State.

**Process:**

- Obtained from UCFF a Combined Revenue and Expense Report (from the accounting system) and a reconciliation of the accounting and donor systems. Determine whether the tangible in-kind gifts had appraisals.
- Verified with Facilities and Safety that Courtelis matching funds were requested by the university in August 2011 for donations received in the first six months calendar year 2011, but not appropriated by the State.
- Selected a sample of 2012-13 donors and traced to copies of donor checks or appraisals in UCFF records.
- Recalculated fundraising starting with amounts shown on the Combined Revenue and Expense Report. Increased funding by \$492,605 to reflect the reduction in gifts for financial statement purposes per IRS requirements and by \$379,706 for Courtelis funding requested from the State. Decreased reported fundraising by \$335,750 for recording errors identified during testing.
- For 2011-12, made a retroactive adjustment, decreasing fundraising by \$150 for ticket sales incorrectly included as gifts and by \$470,750 for research awards incorrectly included by UCFF in fundraising totals.
- Reviewed prior-year audited financial statements for UCFF to verify that financial data were presented fairly. An external firm audits UCFF annually. That audit provides additional assurances as to the accuracy and completeness of the annual fundraising figures.
- Totaled UCFF fundraising for the period July 1, 2010, to June 30, 2013.

---

**Performance measure: Average annual number of UCFF and UCF athletics program donors for the period of July 1, 2010, to June 30, 2013.**

**Definition:**

- Donor = person, company, or entity that made cash donations, net of any ticket price received for the contribution, or tangible in-kind gifts to the extent the gift can be reasonably valued based upon appraisal or other documentation, to UCFF or the UCF athletics program.

**University Audit**  
**Review Process Used to Certify 2012-13 Data**  
**for the 2010-13 Performance Measures**

**Process:**

- Reviewed UCFF's list of donors who made contributions during 2012-13.
- Removed duplicate donor numbers to determine the number of distinct donors.
- Included "soft credit" donors who are UCF alumni married to UCFF donors.
- Totaled donors for 2012-13.
- Selected a sample of 100 donors and traced to copies of donor checks or appraisals in UCFF records.
- Calculated the unweighted average number of donors for 2010-11, 2011-12, and 2012-13.

---

**Performance measure: Average cost per dollar raised through philanthropy for the period of July 1, 2010, to June 30, 2013 (average the cost per dollar raised for 2010-11, 2011-12, and 2012-13, using 100% of direct fundraising expenses, 40% of management and general expenses, and 50% of alumni expenses).**

**Definition:**

- Fundraising = contributions received by UCFF, including athletic donations, net of any ticket price received for the contribution; tangible in-kind gifts are included to the extent they can be reasonably valued based upon appraisal or other documentation; Courtelis and Major Gift matching funds are included although not yet appropriated by or received from the State.

**Process:**

- Obtained a 2012-13 Income Statement from UCFF.
- Calculated 100% of fundraising expenses, 40% of management and general expenses, and 50% of alumni relations expenses, as shown on UCFF's 2012-13 preliminary Income Statement.
- For 2011-12, made a retroactive adjustment, decreasing fundraising by \$470,900 for amounts incorrectly included by UCFF in fundraising totals.
- Calculated the unweighted average cost per dollar raised for 2010-11, 2011-12, and 2012-13.

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Performance Unit Plan Payments for the 2010-13 Cycle

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approve the Performance Unit Plan payments earned by participants for the 2010-13 cycle for accomplishment of the three-year performance measures set by the Board of Trustees on November 10, 2010.

**BACKGROUND INFORMATION**

On May 24, 2007, the University of Central Florida Board of Trustees approved the Performance Unit Plan. The plan provided for payments to participants for the 2010-13 performance measures no later than December 31, 2013.

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**Supporting documentation:**

Attachment A: Compensation Consultant Report

Attachment B: 2010-13 Performance Unit Plan Payments

**Prepared by:** Mark Roberts, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

# Attachment A

McCONNELL & COMPANY

*Compensation Consulting*

September 11, 2013

Mr. Mark Roberts  
Chief Human Resources Officer  
University of Central Florida  
3280 Progress Drive  
Suite 100  
Orlando, FL 32826-3229

Dear Mr. Roberts:

I have reviewed the process prepared by the UCF internal audit team to certify performance under the 2010-2013 Long-Term Incentive plan. This process is reasonable and appears to accurately measure the performance of the University's executive team over this period – consistent with the goals established by the Board of Trustees. Using the actual performance determined by this review, I have calculated that management performed at 53.59% of Target performance for the period. My calculations are shown in Exhibit A.

Let me know if you or the Board require any further information in this matter.

Very truly yours,



Paul J. McConnell

## 2010-13 Performance Incentive Matrix      Year 3

		Performance Goals			Actual Performance			
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3	Final Data
<b>Quality of Education</b>								
Average SAT score for FTIC students admitted Fall 2010-11, 2011-12, and 2012-13.	2.5%	1230	1235	1240	1237 Fall 2010	1250 Fall 2011	1244 Fall 2012	1244 average over Fall 2010, 2011, 2012
Average ratio of full-time tenured and tenure-track faculty to total faculty for 2010-11, 2011-12, and 2012-13.	2.5%	66.0%	66.5%	67.0%	61.4% Fall 2010	62.4% Fall 2011	62.2% Fall 2012	62.0% average over 2010, 2011, 2012
Average six-year graduation rates for FTIC students in 2004, 2005, and 2006 cohorts.	10%	63.2%	63.7%	64.2%	63.2% 2004 cohort	62.8% 2005 cohort	65.1% 2006 cohort	63.7% average over 2010, 2011, 2012
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2006, 2007, and 2008 cohorts.	10%	76.3%	76.5%	76.7%	75.1% 2006 cohort	75.3% 2007 cohort	75.6% 2008 cohort	75.3% average over 2010, 2011, 2012
<b>Institutional Development and Effectiveness</b>								
Average doctoral degrees conferred as a percentage of the doctoral degree-seeking headcount for 2010-11, 2011-12, and 2012-13.	5%	13.00%	13.75%	14.5%	15.77% 285 degrees FY 2010-11	13.18% 266 degrees FY 2011-12	12.60% 280 degrees FY 2012-13	13.85% average over FY 2010-11, 2011-12, 2012-13
Average of the one-year retention rates for FTIC students in the 2009, 2010, and 2011 cohorts.	10%	87.4%	87.9%	88.4%	86.7% 2009 cohort	87.3% 2010 cohort	87.8% 2011 cohort	87.3% average over 2010, 2011, 2012
Average of the one-year retention rates for summer and fall full-time AA transfer students in the 2009, 2010, and 2011 cohorts.	10%	83.2%	83.5%	83.8%	82.3% 2009 cohort	82.3% 2010 cohort	83.4% 2011 cohort	82.7% average over 2010, 2011, 2012



## 2010-13 Performance Incentive Matrix      Year 3

		Performance Goals			Actual Performance				
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3	Final Data	
Institutional Development and Effectiveness (continued)									
Achieve provisional and full accreditation for the medical college. Also, establish an operational clinical practice plan.	10%	Achieve provisional accreditation by Fall 2011	Achieve minimum goal as well as establish an operational clinical practice on or before June 2012	Achieve minimum and target goal as well as full accreditation by 2013	Provisional accreditation granted in June 2011	Clinical practice plan operational in October 2011	Full accreditation granted in February 2013	Clinical practice plan operational in October 2011; full accreditation granted in February 2013	
Sustainability									
Reduce average greenhouse gas emissions generated from main campus electrical consumption (kilowatt hour) per square foot over 2010-2013.	10%	15.7 kwh/sf	15.2 kwh/sf	14.7 kwh/sf	15.96 kwh/gsf FY 2010-11	15.45 kwh/gsf FY 2011-12	12.71 kwh/gsf FY 2012-13	12.71 kwh/gsf FY 2012-13	
External Support									
Average extramural funding raised per tenured and tenure track faculty member FTE for 2010-11, 2011-12, and 2012-13.	15%	\$143,445	\$144,895	\$146,345	\$130,790 815.25 FTE FY 2010-11	\$150,342 856.25 FTE FY 2011-12	\$128,704 863.48 FTE FY 2012-13	\$136,612 844.99 FTE average over FY 2010-13	
Total philanthropy to the UCFF and UCF Athletics Program for the period of 2010-13.	9%	\$110,000,000	\$125,000,000	\$138,000,000	\$22,794,806 FY 2010-11	\$13,074,501 FY 2011-12	\$24,506,922 FY 2012-13	\$60,376,229 total over FY 2010-13	
Average annual number of UCFF and Athletics Program donors for the period July 1, 2010, to June 30, 2013.	3%	16,390	17,073	17,756	18,069 FY 2010-11	20,479 FY 2011-12	22,772 FY 2012-13	20,440 average over FY 2010-13	
Annual cost per dollar raised through philanthropy to UCFF for the period July 1, 2010, to June 30, 2013.	3%	\$.22	\$.20	\$.18	\$.36 FY 2010-11	\$.60 FY 2011-12	\$.32 FY 2012-13	\$.43 average over FY 2010-13	

## 2010-2013 Performance Incentive Matrix

		Performance Goals / Percent Earned			Actual Performance	% Earned	Weighted % Earned
Objective / Performance Measure	Weight	Minimum	Target	Maximum			
		25%	100%	150%			
Quality of Education							
Average SAT score for FTIC students	2.5%	1230	1235	1240	1244	150.0%	3.75%
Average ratio of full-time tenured and tenure-track faculty to total faculty	2.5%	66.0%	66.5%	67.0%	62.0%	0.0%	0.00%
Average six-year graduation rates for FTIC students	10%	63.2%	63.7%	64.2%	63.7%	100.0%	10.00%
Average four-year graduation rates for AA transfer students	10%	76.3%	76.5%	76.7%	75.30%	0.0%	0.00%
Institutional Development & Effectiveness							
Doctoral degrees conferred as a percentage of the doctoral degree-seeking headcount	5%	13.00%	13.75%	14.50%	13.85%	106.7%	5.34%
Average one-year retention rates for FTIC students	10%	87.40%	87.90%	88.40%	87.30%	0.0%	0.00%
Average one-year retention rates for AA transfer students	10%	83.20%	84%	83.80%	82.70%	0.0%	0.00%
Achieve provisional and full accreditation for the medical college	10%					150.0%	15.00%
Sustainability							
Reduce average greenhouse gas emissions generated from main campus electrical consumption (kilowatt hour) per gross square foot over 2009-12	10%	15.7 kwh/gsf	15.2 kwh/gsf	14.7 kwh/gsf	12.71 kwh/gsf	150.0%	15.00%
External Support							
Average extramural funding raised per tenured and tenure track faculty member FTE	15%	\$143,445	\$144,895	\$146,345	\$136,612	0.0%	0.00%
Total philanthropy to UCFF and UCF Athletic Programs	9%	\$110,000,000	\$125,000,000	\$138,000,000	\$60,376,229	0.0%	0.00%
Average annual number of UCFF and Athletic donors	3%	16,390	17,073	17,756	20,440	150.0%	4.50%
Annual cost per dollar raised through philanthropy	3%	\$0.22	\$0.20	\$0.18	\$0.43	0.0%	0.00%
Total	100%						53.59%

# Attachment B

## University of Central Florida 2010-13 Performance Unit Plan Payments

Name	Position	Target Units	2013
		2010-13	Payments Due <sup>[1]</sup>
German, Deborah	VP, and Dean Medical Affairs	610	\$32,690
Waldrop, Tony <sup>[2]</sup>	Provost and Executive Vice President	530	\$27,676
Soileau, Marion	VP, Research	350	\$18,757
Merck, William	VP, Administration and Finance	340	\$18,221
Holmes, Robert	VP, Development and Alumni Relations	330	\$17,685
Cole, Scott	VP and General Counsel	300	\$16,077
Harms, Al	VP, Strategy, Marketing, Communications and Admissions	300	\$16,077
Ehasz, Maribeth	VP, Student Development and Enrollment Services	280	\$15,005
Holsenbeck, Daniel	VP, University Relations	270	\$14,469
Schell, Rick	VP and Chief of Staff, Office of the President	270	\$14,469
Donegan, Helen	VP, Community Relations	210	\$11,254
SubTotal		3,790	\$202,380
Hitt, John	President	2,200	\$117,898
Total		5,990	\$320,278

[1] Amount owed for 2010-13 is 53.59% of the target units as computed by the compensation consultant for the 2010-13 cycle. Amounts earned are to be paid no later than December 31, 2013. Any payment which exceeds legislated Education and General salary cap will be paid from non-public funds.

[2] Hire date of July 30, 2010, 1067/1095 days worked for the 2010-13 cycle prorated per the Performance Unit Plan.

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2013-16 Performance Incentive Measures and Goals

**DATE:** November 14, 2013

---

**PROPOSED BOARD ACTION**

Approve the 2013-16 Performance Incentive Measures and Goals for the president and senior officers.

**BACKGROUND INFORMATION**

The Performance Unit Plan, approved by the board on May 24, 2007, requires annual board approval of the Performance Incentive Measures and Goals.

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**Supporting documentation:**

Attachment A: 2013-16 Performance Incentive Measures and Goals  
Attachment B: Historical Goal Data

**Prepared by:** Mark Roberts, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

# Attachment A

## 2013-16 Performance Incentive Measures and Goals

Objective		Performance Goals		
Performance Measure	Weight	Minimum	Target	Maximum

### Quality of Education

Strengthen UCF's reputation and effectiveness by improving six-year graduation rates for FTIC students. Average six-year graduation rates for FTIC students in 2007, 2008, and 2009 cohorts.	24%	66.5%	67.0%	67.5%
Strengthen UCF's reputation and effectiveness by improving one-year retention rates for FTIC students. Average of the one-year retention rates for FTIC students in the 2012, 2013, and 2014 cohorts.	14%	88.2%	88.7%	89.2%
Strengthen UCF's reputation and effectiveness by improving four-year graduation rates for summer and fall full-time AA transfer students. Average four-year graduation rates for summer and fall full-time AA transfer students in the 2009, 2010, and 2011 cohorts.	24%	75.40%	75.50%	75.60%

### External Support

Strengthen UCF's reputation and effectiveness by securing extramural grants and contracts. Average of the dollars raised per tenured and tenure-track faculty member FTE for 2013-14, 2014-15, and 2015-16.	19%	\$130,500	\$131,500	\$133,000
Total philanthropy to the UCFF and UCF athletics program without Courtelis or state matching funds, but including planned gifts, gifts-in-kind, and pledges for the period of July 1, 2013, to June 30, 2016.	19%	\$190,000,000	\$215,000,000	\$235,000,000

Attachment B

Historical Goal Data

Data provided by Institutional Research, University Audit, and UCF Foundation

Performance Measure	2012-13 Results				Average/Total				2010-13 Performance Goals:			2011-14 Performance Goals:			2012-15 Performance Goals:			2013-16 Performance Goals:											
	Academic / Fiscal Year:				2007-10	2008-11	2009-12	2010-13	Min	Target	Max	Min	Target	Max	Min	Target	Max	Min	Target	Max									
	2009-10	2010-11	2011-12	2012-13																									
Strengthen UCF's reputation by improving SAT Scores of entering freshman. *Average SAT score for first-time-in-college (FTIC) students admitted Fall of each PUP cycle	1225	1237	1,250	1,244	1,220	1,227	1,237	1,244	1230	1235	1240	1247	1250	1253															
Strengthen UCF's reputation by improving ratio of tenured and tenure-track faculty members to total full-time faculty members	65.5%	61.4%	62.4%	62.2%	65.9%	64.3%	63.1%	62.0%	66.0%	66.5%	67.0%	61.4%	62.0%	62.5%															
Six-year graduation rates - FTIC	63.1%	63.2%	62.8%	65.1%	61.7%	63.1%	63.0%	63.7%	63.2%	63.7%	64.2%	63.2%	63.7%	64.2%							64.2%	64.7%	65.2%	66.5%	67.0%	67.5%			
Four-year graduation rates of AA transfer summer and fall full-time students	74.0%	75.1%	75.3%	75.6%	76.2%	75.4%	74.8%	75.3%	76.3%	76.5%	76.7%	75.1%	75.3%	75.5%	75.10%	75.35%	75.50%	75.4%	75.5%	75.6%									
Increasing doctoral degrees conferred as a percentage of the degree-seeking headcount	15.20%	15.77%	13.18%	12.6%	13.1%	14.2%	14.7%	13.9%	13.00%	13.75%	14.50%																		
Average the conferred to degree-seeking percentages for 2010-11, 2011-12, and 2012-13	260 degrees	285 degrees	266 degrees	280 degrees																									
Increasing doctoral degrees conferred, counting both doctoral professional and doctoral research degrees. Average the degrees for 2011-12, 2011-13, and 2013-14.	260	285	266	280																									220
Increasing one-year retention rates for FTIC	87.1%	86.7%	87.3%	87.8%	85.5%	86.4%	87.0%	87.3%				87.4%	87.9%	88.4%	86.7%	87.2%	87.7%	87.7%	88.2%	88.7%									88.2%
Increasing one-year retention rates for AA transfer summer and fall full-time students. Average the coharts of the three-year cycle.	83.2%	82.3%	82.3%	83.4%	82.9%	82.8%	82.6%	82.7%	83.2%	83.5%	83.8%	82.1%	82.4%	82.7%															
Reduce greenhouse gas emissions per square foot	2009-10	2010-11	2011-12	2012-13	16.8	16.3	15.9	14.7	15.7	15.2	14.7																		
	16.2	15.96	15.45	12.71					kwh/sqft 1%	kwh/sqft 2%	kwh/sqft 3%																		
	KWH/SFT	KWH/gsf	KWH/gsf	KWH/gsf					Reduction	Reduction	Reduction																		
Strengthen UCF's sustainability by reducing the average greenhouse gas emissions generated from natural gas, fleet vehicles, and electrical. The average of 2011-12, 2012-13, and 2013-14	93,528	91,135	86,144	87,570	95,457	93,898	90,269	88,283				90,224	89,768	89,312															
*Research grants	\$158,164	\$130,790	\$150,342	\$128,704	\$144,192	\$142,316	\$146,432	\$136,612				\$143,445	\$144,895	\$146,345							\$130,268	\$131,585	\$132,902	\$131,585	\$132,902	\$134,232	\$130,500	\$131,500	\$133,000
Average per tenure and tenure-track faculty member FTE	Faculty: 835.1	Faculty:815.25	Faculty:856.25	Faculty:863.48																									

Attachment B

Historical Goal Data

Data provided by Institutional Research, University Audit, and UCF Foundation

Performance Measure	Academic / Fiscal Year:			2012-13 Results	Average/Total				2010-13 Performance Goals:			2011-14 Performance Goals:			2012-15 Performance Goals:			2013-16 Performance Goals:		
	2009-10	2010-11	2011-12	2012-13	2007-10	2008-11	2009-12	2010-13	Min	Target	Max	Min	Target	Max	Min	Target	Max	Min	Target	Max
*** Fundraising (\$ million)	\$38,040,154	\$22,794,806	\$13,074,501	\$24,506,922	\$113,071,764	\$86,655,149	\$73,909,461	\$60,376,229	\$110 M	\$125 M	\$138 M									
**Total philanthropy to the UCFF and UCF athletics program																				
*** Total philanthropy for the three-year period, to the UCFF and UCF athletics program without Courtelis or state matching funds. Includes planned gifts, gifts-in-kind, and pledges.																				
	\$39,286,381	\$28,996,090	\$37,122,109	\$52,279,216	\$124,024,243	\$101,891,213	\$105,404,580	\$118,397,415							\$247.5M	\$275M	\$302.5M	\$190M	\$215M	\$235M
** Total philanthropy from July 1, 2011, to June 30, 2014, to the UCFF and UCF athletics program without Courtelis or state matching funds. Includes planned gifts and gifts in kind.																				
	\$34,430,551	\$16,618,298	\$17,217,001	\$42,593,224	\$74,245,863	\$66,472,291	\$68,265,850	\$76,428,523				\$85 M	\$94 M	\$104 M						
* Average annual number of UCFF and athletics program donors for the period of July 1, 2011, to June 30, 2014																				
	15,794	18,069	20,479	22,772	16,175	16,346	18,114	20,440	16,390	17,073	17,756	17,064	17,775	18,485						
* Annual cost per dollar raised through philanthropy to UCFF for the three-year cycle.																				
	\$0.154	\$0.360	\$0.600	\$0.320	\$0.185	\$0.258	\$0.371	\$0.427	\$ .22	\$ .20	\$ .18	\$0.22	\$0.20	\$0.18						
Average the cost per dollar raised for each year of the cycle.																				

<sup>1</sup> 2012-13 philanthropy data contained instances of duplicated amounts because UCFF reported pledges at full value, even where payments against those pledges had been received in the same year. UCF Foundation is working to improve the data reporting to eliminate this issue.

\* three year average

\*\* cumulative for the three-year period

\*\*\* fundraising includes Courtelis and Major Gift matching funds requested but not received (2008-09, 2009-10, 2010-11, and 2011-12)

Note: tangible gifts in kind are included to the extent that they are reasonable and based on appraisals or other documentation

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2013-16 Performance Unit Plan Awards

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approve the 2013-16 Performance Unit Plan awards.

**BACKGROUND INFORMATION**

The Performance Unit Plan, approved by the board on May 24, 2007, requires annual board approval of any Performance Unit Plan awards for the president and senior officers.

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**Supporting documentation:** 2013-16 Performance Unit Plan Awards

**Prepared by:** Mark Roberts, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee



Name	Position	Unit Awards							2013-16 Target	Maximum
		2010-13	2011-14	2012-15	2013-16	Increase #	Increase %	Minimum		
Waldrop, Tony	Provost and Executive Vice President	530	540	540	590	50	9%	\$14,750	\$59,000	\$88,500
German, Deborah	VP, and Dean Medical Affairs	610	620	620	700	80	13%	\$17,500	\$70,000	\$105,000
Soileau, Marion	VP, Research and Commercialization	350	370	370	370	0	0%	\$9,250	\$37,000	\$55,500
Merck, William	VP, Administration and Finance	340	370	370	370	0	0%	\$9,250	\$37,000	\$55,500
Holmes, Robert	VP, Development and Alumni Relations	330	350	350	350	0	0%	\$8,750	\$35,000	\$52,500
Cole, Scott	VP and General Counsel	300	320	330	330	0	0%	\$8,250	\$33,000	\$49,500
Harms, Al	VP, Strategy, Marketing, Communications and Admissions	300	300	310	310	0	0%	\$7,750	\$31,000	\$46,500
Holsenbeck, Daniel	VP, University Relations	270	280	280	280	0	0%	\$7,000	\$28,000	\$42,000
Ehasz, Maribeth	VP, Student Development and Enrollment Services	280	280	280	280	0	0%	\$7,000	\$28,000	\$42,000
Schell, Rick	VP and Chief of Staff, Office of the President	270	270	270	270	0	0%	\$6,750	\$27,000	\$40,500
Donegan, Helen	VP, Community Relations	210	220	220	220	0	0%	\$5,500	\$22,000	\$33,000
SubTotal		3,790	3920	3940	4070	130	3%	\$101,750	\$407,000	\$610,500
Hitt, John	President	2200	2400	2450	2550	100	4%	\$63,750	\$255,000	\$382,500
Total		5,990	6320	6390	6620	230	4%	\$165,500	\$662,000	\$993,000

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Article 13: Workday, Work Period, and Overtime and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Ratification of the reopened articles of the collective bargaining agreement between the University of Central Florida Board of Trustees and Central Florida Police Benevolent Association.

**BACKGROUND INFORMATION**

A three-year collective bargaining agreement was negotiated between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association for the period 2012-15. Pursuant to that agreement, the parties reopened negotiations on wages and one other article in 2013 for the 2013-14 contract year. In those negotiations, the parties were able to reach agreement. The reopened articles, Article 13: Workday, Work Period, and Overtime and Article 29: Wages, were ratified by unit employees on October 25, 2013. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of Article 13: Workday, Work Period, and Overtime and Article 29: Wages.

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**Supporting documentation:** Article 13: Workday, Work Period, and Overtime and Article 29: Wages

**Prepared by:** Mark Roberts, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

## Article 13

### WORKDAY, WORK PERIOD, AND OVERTIME

#### Section 1. Work Period

A. The parties agree to utilize a fourteen (14) consecutive day work period for all bargaining unit employees.

B. The parties agree to operate under 29 U.S.C. §207(k) of the Fair Labor Standards Act in order to establish employees' overtime compensation. When an employee works more than eighty (80) hours in a fourteen (14) consecutive day work period, the employee shall receive overtime compensation. Overtime compensation shall be by cash payment, unless the Chief specifically authorizes (in writing) such overtime compensation by payment of compensatory time.

C. Overtime shall be scheduled in accordance with Departmental Policies and Procedures and administered in accordance with the provisions of this Article. Employees shall be required to work overtime when ordered.

D. Under no circumstances shall sick leave, vacation leave, or any other time not actually worked count as "time worked" or "hours worked" for purposes of calculating entitlement to overtime compensation.

E. This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given fourteen (14) days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs. Special duty and overtime assignments do not change an employee's regular workweek, work hours, or days off and therefore are not covered by this paragraph.

F. An employee who rotates to a different shift (based on a Department-wide shift rotation or a change in an individual's shift) shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment, except in an emergency or where staffing does not permit.

G. The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least seven (7) days notice of the special event assignment or there is an unforeseen law enforcement need. An employee who has volunteered for a special event and then must call in sick, shall normally contact the Department at least four hours in advance of the special event report time, utilizing standard procedures. If an employee who is scheduled to work a special event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

#### Section 2. Workday

A. For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned to Patrol, and eight (8) hours or ten (10) for all other bargaining unit employees. It is understood that officers assigned to Patrol will work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a work period.

B. Subject to work requirements, each employee shall be entitled to a paid meal period of thirty (30) minutes during his regular workday. Subject to work requirements, employees shall be allowed a fifteen (15) minute rest period during the first half of the workday and a fifteen (15) minute rest period during the second half of the work day.

### Section 3. Compensatory Time

A. An employee may accumulate up to 120 hours of compensatory time.

B. An employee may elect to sell back up to four forty (40) hour increments of special compensatory time, overtime compensatory time or vacation time annually if the Chief (Director) agrees to such "sell back." (The time of any such "sell back" must be approved by the Chief.) Each forty (40) hour increment must be from only one type of balance (special compensatory time, overtime compensatory time or vacation). This section defines the annual time period as the calendar year and the controlling factor shall be the date of payment.

### Section 4. Compensation for Special Duty

A. When an employee works an event for which the department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled work period, and a holiday(s) occurs or the employee uses sick leave, annual leave, or administrative leave in that work period, such employee will receive premium (time and one-half) pay for hours worked at that event.

B. An employee reporting to a special duty event shall be guaranteed two (2) hours of pay if an event is canceled or concluded prior to the end of the two hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting to such duty will cause the employee to lose eligibility for the guaranteed two (2) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two (2) hour period. This two (2) hour guarantee applies to each continuous period of special duty, even if occurring during the same event. (For purposes of example only, this means that if an employee reports for special duty for a period of time and then is asked to report back three hours later for additional special duty, the employee will receive the two (2) hour guarantee for both periods of special duty for a total of four (4) hours or the actual hours worked, whichever is greater.)

### Section 5. Shift Selection (Bids)

- A. Shift selection shall be conducted twice a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be assigned by the Department without regard to seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order to staff the positions on each patrol shift without regard to seniority. In such case where there is not a qualified person who bid to fill a slot, the Department shall have the right to fill the vacant slot(s) with the most qualified employee. Agency Seniority, as used in this section, is defined as the time accruing to bargaining unit employees through continuous sworn full-time service while employed by the University. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference. Agency Seniority shall have preference if all Rank Seniority is equal. Agency Seniority shall start from the day an employee is hired to perform law enforcement services (sworn hire date) and shall not accrue while an employee is attending a law enforcement academy in order to be State certified as a Law Enforcement Officer.
- B. With respect to employees assigned without regard to seniority in accordance with Section 5A above, no employee shall be so assigned more than once every three years.
- C. With respect to employees assigned without regard to seniority in accordance with Section 5A above, any such assignment shall be for the duration of the posted shift cycle.

With respect to employees assigned without regard to seniority in accordance with Section 5A above, employees shall be given a written reason(s) as to the assignment.

#### Section 6. Shift Differential

- A. A payment of shift differential for unit members who work patrol shifts other than the regular day shift will be set to meet the needs of the university.
- B. Patrol unit members will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or night shift of \$.50 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.
- C. The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay.
- D. Employees who select a shift or are assigned a shift according to the semi-annual shift selection process are eligible to receive a shift differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.
- E. This section shall become effective July 4, 2014, the first pay period in FY2014-15.

## Article 29

### WAGES

Section 1. Salary Increases. For Fiscal Year 2013-14, the University will implement the following salary increases. The parties agree that no further negotiations shall occur for the 2014-15 collective bargaining agreement regarding salary increases or other base increases. This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature.

Section 2. Eligibility Criteria for Salary Increases in Section 1 (when applicable).

- A. Employees are eligible for the increases referenced in this article unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented.
- B. Employees are eligible for the increases referenced in this article if they were employed in a regular position on June 30, 2013, and continuously employed until the administration of the increases.
- C. Employees who have given notice of a resignation or received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

Section 3. Market Equity Pay Adjustments. For Fiscal Year 2013-14, a pay adjustment is authorized in order to more closely align unit salaries with the local market. All unit members who have been in sworn and certified law enforcement positions at UCF for five consecutive years or more shall receive a five percent increase of base salary. All unit members who have been in sworn and certified law enforcement positions at UCF for less than five consecutive years shall receive a three percent increase of base salary. The effective date for calculation of service shall be October 1, 2013. These salary adjustments shall be effective the first pay period subsequent to ratification by both parties.

Section 4. The pay ranges for each of the respective ranks are as follows:

- 1. Officer: \$40,000 - \$54,000
- 2. Corporal: \$45,000 - \$59,000
- 3. Sergeant: \$50,500 - \$70,000

Once an officer is sworn and certified, the Law Enforcement Officer shall receive no less than 95 percent of the minimum salary for a two month period during the Law Enforcement Officer FTEP. After this two month initial training period, the Law Enforcement Officer shall receive no less than the minimum salary listed above for the duration of the FTEP.

Section 5. Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees

whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

Section 6. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall adhere to the required statutory obligations as contained in FS Chapter 447.

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Ratification of the Collective Bargaining Agreement for 2013-16 between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees.

**BACKGROUND INFORMATION**

Over 1,100 USPS employees at the University of Central Florida are represented for purposes of collective bargaining by the American Federation of State, County, and Municipal Employees. The collective bargaining agreement includes the Blue Collar Unit, the Administrative and Clerical Unit, and the Other Professional Unit. The parties entered into a three-year collective bargaining agreement that expired on September 30, 2013, and pursuant to that agreement, negotiations for a successor agreement began in June 2013. This three-year collective bargaining agreement that expires on September 30, 2016, was ratified by unit employees on October 28, 2013. The University of Central Florida administration recommends in favor of ratification.

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**Supporting documentation:** Three-year Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees

**Prepared by:** Mark Roberts, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee



Three-year Collective Bargaining Agreement between the  
University of Central Florida Board of Trustees and the  
American Federation of State, County, and Municipal Employees

## **PREAMBLE**

This Agreement is entered into between THE UNIVERSITY OF CENTRAL FLORIDA, BOARD OF TRUSTEES, hereinafter referred to as the “BOARD” or the “UNIVERSITY” and the FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereafter referred to as “AFSCME.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide a full agreement between the parties concerning rates of pay, wages, hours of employment, and any other terms or conditions of employment.

## **Article 1**

### **RECOGNITION**

The University recognizes AFSCME as the exclusive bargaining representative for all employees in the job classifications included in PERC Certification No. 1481, 1588, and 1589 which are listed in Appendix A of this Agreement. All other employees not included in the bargaining unit shall not be covered by the terms of this Agreement.

## **Article 2**

### **DEFINITIONS**

The terms used in this Agreement are defined as follows:

2.1 “AFSCME Staff Representative” means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 “Days” means calendar days.

2.3 “Employee” means a member of the bargaining unit described in Article 1.

2.4 “Meet Performance Standards” means an employee has been evaluated as having an overall rating that indicates that the employee’s work performance achieves the standards established by the University for the position.

2.5 “Position” means a regular position in a classification included in the bargaining unit described in Article 1.

2.6 “President” means the President of the University or his/her designee.

2.7 “President of Council 79” includes his/her representatives.

2.8 “Regular Status” is earned by an employee after successfully completing the specified probationary period. Regular status provides the employee with rights to appeal adverse action taken against the employee.

2.9 “Steward/AFSCME Employee Representative” means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under the grievance procedure of this Agreement when AFSCME has been selected as the employee’s representative.

2.10 “Discharge” means a termination action in accordance with Article 22 Disciplinary Action.

### **Article 3**

#### **MANAGEMENT RIGHTS**

3.1 The University reserves and retains all rights, powers, prerogatives, and authority customarily exercised by management (as described in F.S. 447), except as is expressly limited or modified by a specific provision of this Agreement.

3.2 AFSCME and the employees covered under this Agreement recognize and agree that the University has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the University specifically, but not by way of limitation, reserves the sole and exclusive right to exercise complete and unhampered control to manage, direct, and totally supervise all employees of the University; decide the scope of service to be performed and the method of service; take whatever action may be necessary to carry out the mission and responsibility of the University in unusual and/or emergency situations; schedule and assign the work to the employees and determine the size and composition of the workforce; assign overtime work to employees; determine the services to be provided to the public and the students, the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment; hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment, including minimum qualifications; discharge, demote, suspend, or otherwise discipline in accordance with University and Departmental regulations and procedures and the provisions of this Agreement; set procedures and standards to evaluate employees' job performance; maintain the efficiency of the operations of the University's departments; determine job functions; determine the training necessary for all University positions; determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the discretion of the University, good business judgment requires such action based on the needs of the University; determine the number, location, and operation of all departments and other operating units; control the use of equipment and property of the University; contract and/or subcontract any existing or future work; and require any bargaining unit employee to submit to an examination by a medical doctor based upon the reasonable belief that the employee is unable to perform his/her assigned job duties.

3.3 The above rights of the University are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the University in its general capacity as management. Subject to the specific provisions of this Agreement, any of the rights, powers, and authority that the University had prior to entering into this collective bargaining agreement are retained by the University.

3.4 The exercise of the above management rights by the University shall not preclude an employee from raising a grievance where the employee in good faith believes that such exercise violates a specific provision of this Agreement.

## **Article 4**

### **NO STRIKE**

#### **4.1 No Strike.**

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

#### **4.2 Remedies.**

A. The University may discharge or discipline any employee who violates the provisions of this Article and neither AFSCME nor the employee shall use the Grievance Procedure on such employee's behalf. However, nothing herein shall restrict AFSCME or the employee from filing a charge with the Public Employees Relations Commission; provided that the University shall not be foreclosed from raising its defenses thereto.

B. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.

## **Article 5**

### **AFSCME ACTIVITIES**

5.1 Policy. The President of Council 79 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the President or his designees. The President or designee will initiate contact with the President of Council 79 concerning matters that require action by, or coordination with, Council 79.

#### **5.2 Designation and Selection of Representatives.**

A. The President of Council 79 shall annually furnish to the Human Resources Director, or his/her designee, no later than July 1, a list of Stewards/AFSCME Employee Representatives, the local AFSCME President, and AFSCME Staff Representatives, including the employee's name, department and phone number. AFSCME shall notify the Human Resources Director or designee, in writing, of any changes to the Steward/AFSCME Employee Representative, local AFSCME President, and AFSCME Staff Representatives. The University will not recognize any person as a Steward/AFSCME Employee Representative, local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of Council 79 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than five (5) employees so designated; provided, however, that no more than one steward shall be permitted to handle a particular grievance.

#### **5.3 Representative Access.**

A. Representatives of AFSCME shall have access to the premises of the University in accordance with policies regarding public access to State property.

B. Should a Representative of AFSCME desire access to premises not available to the public under University policy for the purpose of investigating a grievance, he/she shall contact the Director who shall have the sole and exclusive discretion to grant (or not grant) such access and (if granted) the conditions of the access (e.g., location, length of time, etc.) Under no circumstances will such access request be granted where the access could impede University operations or interfere with the work of the employees.

C. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other non-University related organizations.

D. The University may establish an account into which AFSCME may deposit funds that would be used to reimburse the University for services provided.

#### **5.4 Copies of Agreements.**

The University will make available on the Office of Human Resources website at <http://www.hr.ucf.edu> a copy of the ratified Agreement. The University will also provide printed copies of the Agreement to the AFSCME Stewards and representatives included on the list referenced in Section 5.2A above, as well as have copies available in the Office of Human Resources and the Physical Plant Personnel-Payroll Office.

#### 5.5 Bulletin Boards.

A. The University agrees to provide wall space for AFSCME-purchased bulletin boards at twenty (20) locations mutually agreed upon between the University and AFSCME.

B. The materials posted on the boards shall be restricted only to official AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards. Materials to be posted shall simultaneously be provided to the Director. Any posted material not meeting the above standards may be removed by the University.

C. Posting must be dated, approved, and signed by the local AFSCME President.

#### 5.6 Regulations and Agendas.

A. The agendas and minutes of the meetings of the Board of Trustees shall be available to the local AFSCME President via the Board of Trustees website at <http://bot.ucf.edu>.

B. The University shall provide the local AFSCME President a copy of its regulations published on line.

C. At least 21 days prior to the adoption or amendment of any University personnel regulation or policy which will change the terms and conditions of employment for employees, the University will provide notice to the AFSCME Local President of its intended action, including a copy of the proposed regulation or policy, and the name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions to the University contact person within 10 days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. AFSCME may also confer with the Human Resources Director concerning the proposed revisions to a University personnel regulation or policy; however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation or policy revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.



## 5.7 Negotiations.

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President or his/her designee. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing not more than six (6) employees to serve as its Negotiation Committee. The Committee shall consist of not more than one (1) employee from each unit represented by this Agreement. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member.

## 5.8 Leave for Negotiating and Other AFSCME Activities.

Employees shall have the right to request use of accrued annual leave, in writing, for the purpose of attending AFSCME conventions, AFSCME conferences, Labor-Management Committee meetings, and negotiating sessions. The use of such leave shall be governed by the same rules and regulations as any other annual leave; provided, however, that the use of such leave shall not impede the operations or staffing of the University. When the request for annual leave for the purposes of attending negotiating sessions or Labor-Management Committee meetings is denied, the supervisor shall provide such denial in writing. Effective April 15, 2005, an AFSCME Leave Bank shall be established for the purpose of supplementing the annual leave of the designated employee representatives who are required to attend AFSCME conventions, AFSCME conferences, Labor-Management Committee meetings, and negotiating session. The following rules shall govern the AFSCME Leave Bank:

A. Effective the first payroll period after April 15, 2005, each employee who submits a signed AFSCME Leave Bank deduction form to the Chief Human Resources Officer or designee shall donate one (1) hour of annual leave to be held in escrow for the purpose of supplementing the annual leave of a designated AFSCME employee representative who is required to attend AFSCME conventions, AFSCME conferences, Labor-Management Committee meetings, and negotiating sessions. Immediately upon deducting one (1) hour of annual leave from each bargaining unit employee who has signed and submitted an AFSCME Leave Bank deduction form to the Chief Human Resources Officer or designee, the total hours escrowed shall be assigned and credited to the individual annual leave account of the designated AFSCME employee representative as follows: each AFSCME employee representative's annual leave account shall be assigned and credited the hour contributed and automatically deducted from the collective accounts of the bargaining unit employees authorizing such deductions.

B. Once the individual annual leave accounts of the designated AFSCME employee representatives are credited, the supplemental annual leave so credited shall be subject to the same rules and regulations as any other annual leave.

C. The University shall have no responsibility or liability for the annual leave deducted from the employee's covered hereunder and credited to the individual accounts of the

designated AFSCME employee representatives. AFSCME shall indemnify the University and hold it harmless against any and all claims, demands, and liabilities which arise out of or by reasons of any action taken or not taken pursuant to the provisions of this Article.

D. The transfer and crediting of annual leave set forth above shall again take place during the first payroll period after April 15 of each remaining year of this Agreement. The same procedures, including signed AFSCME Leave Bank authorizations by bargaining unit employees, shall be utilized.

## **Article 6**

### **AFSCME DEDUCTIONS**

#### **6.1 Deductions and Remittance.**

A. During the term of this Agreement, the University will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the Director of Human Resources on the deduction authorization form provided by AFSCME included as Appendix B. Employee promotions within these bargaining units shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to AFSCME Council 79 within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the Director of Human Resources in writing of any changes in its dues at least sixty (60) days prior to the effective date of such change.

6.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.

6.3 Termination of Deduction. The University's responsibility for deducting dues shall terminate automatically upon: (1) the first full pay period after receipt of written notice from the employee to the Director of Human Resources revoking that employee's prior deduction authorization; (2) the termination of employment; or (3) the promotion or demotion of the employee out of the bargaining unit.

6.4 Indemnification. AFSCME shall indemnify, defend, and hold the University, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the University, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of deductions which the University has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred twenty (120) days of the occurrence.

6.5 Exceptions. The University will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

## **Article 7**

### **WAGES**

#### **7.1 Salary Increases.**

A. For Fiscal Year 2013-14, on October 1, 2013, all employees who make \$40,000 annual base salary or less, shall receive a \$1,400 increase to base salary while those employees making more than \$40,000 annual base salary shall receive a \$1,000 increase to base salary (except that no such employee shall make less than \$41,400.)

B. For Fiscal Year 2013-14, one percent across-the-board base salary increases shall be administered to eligible employees effective November 8, 2013, so long as both parties have ratified this agreement. Otherwise, the effective date shall be the beginning of the first pay period subsequent to ratification by both parties.

C. Merit Lump Sum Incentive Payments. During June 2014, up to 35% of employees in the unit will receive a one-time lump sum payment of \$600 for merit. The university shall consult with the union prior to implementing any merit lump sum incentive process.

#### **7.2 Eligibility Criteria**

A. Employees are eligible for the increases referenced in 7.1A and 7.1B unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented. If an ineligible employee achieves performance standards subsequent to the salary increase implementation date, but on or before the end of the fiscal year, the employee may receive an increase referenced in 7.1A. However, such increase shall be effective on the date the employee becomes eligible, not retroactively. In addition, any employee who has submitted a written or verbal notice of resignation, or received notice of termination is not eligible for increases in this article.

B. Employees are eligible for the increases referenced in 7.1A and 7.1B if they were employed in a regular position on June 30, 2013, and continuously employed until the salary increase is administered.

7.3 Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

7.4 Nothing contained herein prevents the University from providing salary increases beyond those increases specified.

## **Article 8**

### **HOURS OF WORK**

#### **8.1 Workday/Workweek.**

A. The normal workweek for each full-time employee shall be forty (40) hours.

B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

#### **8.2 Overtime**

A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.

B. Hours worked on University recognized holidays will be considered as time worked for purposes of calculation of overtime. In work weeks where a holiday occurs, and an employee specifically works for a UCF football game, holiday paid hours shall count as hours worked for the purposes of calculation of overtime. The parties recognize that holidays are published in University Policy 2-002.1.

C. In work weeks where the University closes during a weekday for the purpose of hosting a UCF football game, and an employee specifically works for the UCF football game, Administrative Leave hours during an employee's regular scheduled shift shall count as hours worked for the purposes of calculation of overtime.

D. All overtime work must be pre-approved by the Dean, Director, Chair or designee.

E. Upon agreement of the employees and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

1. Every effort will be made to ensure that employees utilize overtime comp time as soon as possible after it is earned (preferably by the end of the next pay period after it is earned.)

2. In all cases, accrued comp time must be used before the use of annual leave.

3. The maximum accrual of Overtime Comp time will be 120 hours and all hours over the 120 accrued will be paid to the employee.

4. Overtime Comp will be paid out upon reassignment or promotion.

### 8.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved. Under no circumstances will such shift exchanges result in additional cost to the University.

B. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished, without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment.

C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall be given a minimum of ten (10) working days notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment.

### 8.4 Rest Periods.

A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

## **Article 9**

### **BENEFITS**

#### 9.1 Current Employees.

A. State Employee Health Insurance Program. The University and AFSCME support legislation to provide adequate and affordable health insurance to all employees.

B. Employee Assistance Programs. The following guidelines are applicable to the University's Employee Assistance Programs (EAP).

1. When an employee's EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.

2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 22, or as evidence of a performance deficiency within the evaluation process referenced in Article 20, except for information relating to an employee's failure to participate in the EAP consistent with the terms to which the employee and the University have agreed.

9.2 Retired Employees. Employees who retire under FRS shall be eligible, upon request, to receive those benefits provided to such retirees under the University's regulations.

## **Article 10**

### **LEARNING OPPORTUNITIES**

10.1 Policy. The University and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve productivity.

A. The University will make reasonable efforts to continue existing training and development programs and to develop new programs.

B. The University will make good faith efforts to provide newly-hired employees with an orientation period to explain procedures, policies, standards and performance expectations of the employee, and to provide in-service development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the University shall make a reasonable effort to use this resource to provide training opportunities.

D. In accordance with the University's established policies and procedures, an employee may be allowed administrative leave for the purpose of attending short courses, institutes, and workshops which will improve performance in their current position.

E. The University may assign employees to attend training and development courses.

F. The University shall provide reasonable written notice to AFSCME when discontinuing a career development program which includes a salary increase component.

10.2 Tuition Waiver Program. The University shall encourage supervisors to accommodate employees seeking to take courses under the tuition waiver program referenced in the University's Regulations and Policies, including providing flexible work schedules to accommodate such course enrollment whenever practicable.

10.3 Changes in Technology/Equipment. The University will consider the effect on current employees when contemplating changing technology or equipment. If practical, the University will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made.

10.4 GED Programs. Where GED programs exist, the University shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

10.5 Grievability. The University and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the University's right to develop, implement, or



otherwise manage the education, training or apprenticeship of its employees or implement new technology or equipment. The provisions of this Article, therefore, shall be subject to the Grievance/Arbitration Procedure, but only through Step 3. The review of the grievance shall be solely to determine whether the specific provision of this Article was applied in an arbitrary and capricious manner.

## **Article 11**

### **LEAVES OF ABSENCE/HOLIDAYS**

11.1 Leaves. Employees may be granted leaves of absence as provided in the University's Regulations and Policies.

11.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with the University's Regulations and Policies.

11.3 Holidays. The authorized University holidays are those established by the University. The days upon which such holidays are observed shall also be established by the University.

## **Article 12**

### **ON-CALL AND CALL-BACK**

#### **12.1 On-Call Assignment.**

A. “On-call” assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to carry and keep on his/her person the University provided cell phone or other electronic device in order to be contacted to return to the work location on short notice to perform assigned duties.

B. In an emergency or other unforeseen circumstances, the University may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

#### **12.2 On-Call Payment.**

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or University recognized holiday will be compensated by payment of a fee in an amount equal to one-quarter (1/4) the actual hourly rate of the employee for each hour such employee is required to be available. The on-call rate as referenced in this section shall also apply to University designated holiday work break days as declared by the president from time to time.

D. If an on-call period is less than two (2) hours, the employee shall be paid for two hours.

12.3 Call-Back. If an employee is called back to perform work beyond the employee’s scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee’s home to the assigned work location, or two (2) hours. (Note: This provision shall apply to each call-back.)

## **Article 13**

### **CHANGE IN ASSIGNMENT**

#### 13.1 Procedure.

A. An employee with regular status who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range minimum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or department promotion, the University shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the University shall consider appropriate factors, including, but not limited to, the applicant's length of continuous University service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who were interviewed shall be notified of the University's decision.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer the loss of pay as a result of such reassignment.

13.2 Notice Upon University Initiated Reassignment. An employee shall normally be given a minimum of fourteen (14) days notice prior to the University reassigning the employee. The parties agree, however, that these notice requirements shall not be required during an emergency, when necessary to accommodate modified duty for employees returning from medical leave, or in other extraordinary conditions.

## **Article 14**

### **CLASSIFICATION REVIEW**

14.1 Classification Changes. When the University determines that such a revision of a class specification for positions covered by this agreement is needed, and such revision affects a collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

14.2 Position Description. A position description should be distributed to the employee after their appointment and after significant changes occur in their assigned duties. Each employee shall be given an opportunity to review his/her position description, and the employee's signature shall acknowledge that he/she had such opportunity and that the employee has received a copy of the current position description.

14.3 Work in a Higher Classification. An employee who is designated by the appropriate Dean or Director in writing to temporarily serve in a higher classification shall be eligible for a pay increase for the time period in accordance with University policy.

14.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a review by his/her Dean or Director. The Dean or Director shall issue his/her decision within thirty (30) days following receipt of the request for review. If the employee is not satisfied with the decision of the Dean or Director, he/she may request further review from the Director of Human Resources, who shall render his decision within thirty (30) days. The decision of the Director of Human Resources is final. If the complaint review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision.

## **Article 15**

### **CONTRACTING OUT**

15.1 Prior to issuing a request for proposal for contracting out work which will result in the layoff of employees, the University will notify the President of AFSCME Council 79. The President of AFSCME Council 79 may then discuss the impact of the proposed contracting out on affected employees by scheduling a consultation with the President or designee within ten (10) days of receiving the notice.

15.2 The University shall include in the request for proposals for contracting out such work, in addition to any other requirements to be considered, provisions which:

A. Require the proposers to offer to employ affected employee(s) having regular status for a period of 120 days after the start of the contract with equivalent pay and health insurance, subject to termination during the period only for just cause and provide reasonable training to increase the employee's opportunity for employment beyond the 120 days.

B. Require the proposers to provide information regarding the coverage and the cost of any health insurance which will be provided to any affected employee employed by the proposer.

15.3 The University will not ordinarily contract out work which will result in the layoff of employees where the result of a Request for Proposals does not indicate a cost savings to the University.

15.4 The affected employees, in consultation with the local AFSCME President, may submit a proposal in response to the University's request for proposals. Such proposal shall be submitted in the form and manner as required for all proposers.

15.5 The University shall make reasonable efforts to place affected employees in other University positions prior to layoff. The University shall provide out placement and counseling services to the affected employees.

## **Article 16**

### **HEALTH AND SAFETY**

16.1 Policy. The University shall make every reasonable effort to provide employees a safe and healthy working environment. The University and AFSCME agree to work cooperatively toward reducing job-related injuries and workers' compensation costs by encouraging improved safety measures.

16.2 Safety Committee. The local AFSCME President will appoint one bargaining unit employee to serve on the Facilities Operations' Safety Committee.

16.3 Employee Health and Safety.

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Employees shall perform their duties in a safe manner and shall comply with the University's safety guidelines/procedures. Any employee becoming aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a University administrator at the next highest level or the University's Director of Environmental Health and Safety. The University shall investigate the report, and will respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee's physical being.

D. The University will endeavor to keep its equipment in reasonable operating condition.

## **Article 17**

### **LAYOFFS AND RECALL**

#### 17.1 Layoffs.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with procedures contained in the University's Regulations and Policies and this Article. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff.

B. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitutes an area, program, or other level of organization at the University.

C. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for employees notified of layoff.

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

E. Consistent with the procedures established for the University's Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the University.

17.2 Recall. The recall process shall operate in accordance with the procedures contained in the University's Regulations, Policies and this Article. An employee who has been laid off shall have recall rights during a recall period of one year from the date of layoff. When a vacancy or a new position is posted and filled at the same geographic campus location as the laid off employee, where there is at least one individual holding recall rights in a same or similar classification then the following shall apply: A) if a laid-off individual holding recall rights, after reviewing the special qualifications and/or relevant experience required for the posted position, and is interested in the specific position, he/she must make application for the specific position in order to invoke recall rights for that position; B) the hiring official will interview all laid-off individuals holding recall rights who make application for the position and are readily available for interview (up to a maximum of five); C) the university shall then determine if those interviewed meet the special qualifications and relevant experience required for the specific position; and D) so long as at least one such individual with recall rights meets these requirements, he or she shall be recalled who is determined by the university to best meet the needs of the department. Individuals who are re-employed utilizing the recall process shall be re-employed with regular status.



## **Article 18**

### **METHOD OF FILLING VACANCIES**

#### 18.1 Policy.

A. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and in other documents describing the vacant position. The University shall also consider appropriate factors, including, but not limited to, the applicant's length of UCF service in a regular position, performance evaluations, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the bargaining unit and should be based on the relative merit and fitness of the applicants.

C. Wherever possible, the University shall seek opportunities to promote current employees. Employees shall be eligible for promotional opportunities where managers have determined that such internal recruitment within the University would be in the best interest of the department.

#### 18.2 Procedures.

A. Employees who have attained regular status and have served six months in their present position shall be eligible for the provisions of this Article.

B. If an employee applied for the position but was not selected, that employee may file a grievance up to Step 3 under Article 23, Grievance Procedure. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

## **Article 19**

### **NON-DISCRIMINATION**

19.1 Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the University nor AFSCME shall discriminate against or harass any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, or marital status, nor shall the University or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

A. Sexual harassment is a prohibited form of sex discrimination.

B. Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor and the next level supervisor, or administrators in the University's office of Equal Opportunity and Affirmative Action Programs.

19.2 Employees may avail themselves of the provisions of the Whistleblower's Act (Section 112.3187, Florida Statutes).

19.3 AFSCME agrees to support the University's affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 23, Grievance Procedures.

19.4 The Local AFSCME President shall be provided, upon written request and without cost, a copy of the University's Affirmative Action Plan and any subsequent amendments.

## **Article 20**

### **PERFORMANCE EVALUATIONS**

#### 20.1 Procedure.

A. The job performance of each employee is to be reviewed and discussed with the employee to ensure performance standards are met, to review the employee's position description (if necessary), to enhance communications, and to convey the supervisor's performance expectations for the coming year. To discuss changes in one or more areas of the employee's performance, a change in supervision, changes in job duties or the priority of job duties, the supervisor may schedule additional meetings with the employee.

B. The performance appraisal shall normally be prepared by the employee's immediate supervisor and reviewed by the department head. Department heads will sign the evaluation and may attach any written comments they deem appropriate.

C. The final appraisal should then be reviewed with the employee, who, after the review, shall sign the evaluation form. A copy of the signed evaluation form will be provided to the employee at that time. Should the employee disagree with the evaluation, he/she has the right to append appropriate written comments to the evaluation by submitting any such written comments to his/her immediate supervisor within five business days of the evaluation review.

#### 20.2 Failure to Meet Performance Standards

A. Where an employee who has attained regular status and does not meet performance standards (after six months in the position), the University shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. Such request must be made within thirty (30) days of receipt of the performance evaluation.

C. The employee may be removed from his/her class normally no sooner than sixty (60) days after receipt of the performance evaluation.

20.3 Grievability. Performance evaluations shall be subject to the grievance procedure provided in Article 23, Grievance Procedures, as follows:

A. An employee with regular status who receives a performance evaluation rating after six months in the position of not meeting performance standards may grieve the evaluation but only through Step 3. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary and capricious manner. Grievance reviewers shall not substitute their judgment regarding an employee's performance for that of the evaluator.

B. An employee with regular status in the class who is demoted or discharged due to an evaluation rating of not meeting performance standards may grieve the demotion or discharge through Step 4 of the grievance process.

## **Article 21**

### **PERSONNEL RECORDS**

#### **21.1 Use of Personnel Files.**

A. There shall only be one official personnel file for each employee, which shall be maintained in the Office of Human Resources. Duplicate personnel files may be established and maintained within the University.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein, if done so within six (6) months of receiving knowledge of such records. A copy of any derogatory material placed in the employee's official personnel file shall be sent to the employee.

#### **21.2 Contents of Personnel Files.**

A. Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or his/her University employment.

B. Where the President or designee, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be removed from the official personnel file and duplicate personnel files, but marked "invalid" and retained in a separate file to comply with applicable law.

C. Records of disciplinary action and official University commendations and awards presented to an employee shall, where practicable, be placed in an employee's personnel file within sixty (60) days after the effective date of the action.

## **Article 22**

### **DISCIPLINARY ACTION**

22.1 Policy. The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors and employees shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

22.2 Just Cause. Disciplinary actions administered to regular status employees may be taken only for just cause.

22.3 Grievability.

A. Suspensions, demotions for disciplinary reasons, reductions in base pay for disciplinary action, and terminations administered to regular status employees are subject to Article 23, Grievance Procedures.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least one (1) year.

C. Written reprimands shall be subject to the grievance procedure in Article 23, but only through Step 2. Written reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years.

D. Neither the University's policies and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

22.4 AFSCME Representation.

A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action and during predetermination conferences; provided that such representation does not unreasonably delay the questioning. If the employee is given twenty-four (24) hours notice of the meeting, the employee shall be required to secure representation by the meeting time. Absent a valid excuse, any refusal by an employee to meet after receiving such notice will subject him/her to discipline.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitations provided in Articles 5 and 23.

22.5 Disciplinary Entries in Personnel Files. An employee shall be furnished with a copy of disciplinary entries placed in their official personnel file and shall be permitted to respond in writing within seven (7) calendar days to the supervisor and Human Resources with a copy of the response being placed in the official personnel file.

## **Article 23**

### **GRIEVANCE PROCEDURE**

#### **23.1 General Provisions.**

A. The University and AFSCME encourage informal resolution of employee complaints. To that end, both AFSCME and the University encourage employees to discuss their complaints as soon as possible with the supervisor or other official who has authority to address the employee's concern(s). Such discussions should be held with a view toward reaching an understanding that will resolve the complaint in a manner satisfactory to the employee without the need for recourse to the grievance procedure set forth in this Article. If the complaint is not resolved by such informal discussion, the employee may then initiate a grievance consistent with the provisions of this Article.

B. Exclusive Procedure. The parties intend that this Grievance Procedure shall serve as the exclusive procedure for the resolution of grievances over the interpretation or application of this Agreement, except where exclusions are noted in the Agreement. Nothing in this Agreement shall be construed to permit AFSCME or an employee to process a grievance with respect to any matter which is at the same time the subject of an action which has been filed by the employee in any other forum, administrative or judicial. As an exception to this provision, an employee may file an EEOC or FCHR charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

C. Nothing in this Agreement shall be construed to permit AFSCME or an employee to process a grievance on behalf of any employee without his or her consent.

#### **23.2 Definitions**

A. "Grievance" means a dispute concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted in this Agreement.

B. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of the Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of the Agreement that confers rights upon AFSCME.

C. "Days" shall mean calendar days, including Saturdays, Sundays and holidays. In the event that any action falls due on a Saturday, Sunday, or holiday designated by the University, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

#### **23.3 General Information and Procedures**



A. Each grievance, request for review, or notice of arbitration must be submitted in writing on the appropriate form, attached to this Agreement as Appendices C, D, E, F.

B. Time Limits.

1. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

2. Failure, at any Step of this procedure, of the university to communicate the decision on a grievance within the specified time limit shall permit the grievant/representative to proceed to the next Step.

3. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement of the Grievant/Representative and the University.

C. All grievances must be filed within ten (10) days following the act or omission giving rise to the grievance, or the date on which the employee knew or reasonably should have known of the event if that date is later.

D. Each grievance and request for review must be signed by the Grievant and submitted in writing on the appropriate form with all required attachments. One grievance form may be filed in a grievance with more than one grievant, provided that the form bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received.

E. If a grievance meeting at any step is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for the purpose of attending that meeting. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

F. Probationary Employees. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only through Step 2 without further appeal.

G. No retaliation. The University and AFSCME shall not retaliate against any employee who participates in the procedures set forth in this Article.

H. Violations considered. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

I. Burden of Proof. In all grievances, except those involving discipline, the burden of proof shall be on the employee. In grievances involving disciplinary action, the burden of proof shall be on the University.

J. A grievance may be refused if it is not filed or processed in accordance with this Article.

K. Delivery methods. All documents required or permitted to be issued or submitted pursuant to this Article must be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### 23.4 Representation.

A. A grievant shall, not later than the Step 1 meeting, choose whether to be represented by AFSCME, which shall be confirmed by the union representative's signature on the grievance form. Where a grievant requests AFSCME representation, the grievance representative shall be selected by AFSCME from the list referenced in Article 5 provided that the selections of an AFSCME President or Steward/AFSCME Employee Representative must be from the same unit as the grievant. AFSCME may reach agreement with the University President or designee at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Time off with pay under this section is subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative immediate supervisor, however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. AFSCME shall not be bound by a grievance decision in a grievance where the grievant chose not to be represented by AFSCME.

#### 23.5 Step 1

A. A grievance is initiated at Step 1 by the Grievant filing a written grievance using the Step 1 Grievance Form, attached as Appendix C. The Grievant must file this form within the time limits set forth above if he/she wishes to initiate a grievance. The form should be

filed with the Office of Human Resources, which will then direct the grievance to the unit head/director for assignment to a Step 1 Reviewer.

B. Step 1 Oral Discussion. The Step 1 Reviewer shall meet with Grievant, Grievant's Representative (if any) and Grievant's supervisor to discuss the grievance and possible resolution. This meeting shall be held within fifteen (15) days following receipt of the grievance. The Grievant shall have the right to present any evidence in support of the grievance at this meeting.

C. Within seven (7) days following the conclusion of the Step 1 meeting, the Step 1 Reviewer will issue a written review of the grievance to the Grievant/Representative. The Step 1 written review will document the Step 1 oral discussion, describe the conclusion of the discussion, and describe any resolution that may have been achieved at the Step 1 level. A copy of the Step 1 review will be sent to the Office of Human Resources, to the Grievant, and the Grievant's representative. The Step 1 review will be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

D. In advance of the Step 1 meeting, the Grievant or the Grievant's Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

#### 23.6 Step 2 Unit Head/Director Review.

A. If the Step 1 meeting does not resolve the grievance to the satisfaction of the Grievant, the Grievant/Representative may proceed to Step 2. To proceed to Step 2, the Grievant/Representative must file a Request for Review of Step 1 using the form attached as Appendix D and describing the Grievant's reasons for not accepting the Step 1 review result. The Request for Review of Step 1 must be submitted to the Office of Human Resources within seven (7) days following receipt of the Step 1 review form. Human Resources will direct the Request for Review of Step 1 to the unit head/director.

B. Step 2 Meeting. Within fifteen (15) days following receipt of the Request for Review of Step 2, the unit head/director or designee will schedule a meeting with Grievant/Representative for the purpose of reviewing the matter.

C. The Unit Head/Director or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within ten (10) days following the conclusion of the Step 2 meeting. In the absence of a written agreement to extend the period for issuing the Step 2 decision, the Grievant/Representative may proceed to Step 3 if the Step 2 decision has not been received by the Grievant/Representative as of the end of the tenth (10<sup>th</sup>) day following the Step 2 meeting. A copy of the decision shall be sent to the Office of Human Resources, to the Grievant, and the Grievant's Representative. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### 23.7 Step 3

A. If the grievance is not satisfactorily resolved at Step 2, the Grievant may file a written Request for Review of Step 2, in the form attached hereto as Appendix E. The Request for Review of Step 2 must be filed with the Director of Human Resources or designee within fifteen (15) days following unsuccessful conclusion of the Step 2 meeting (or as otherwise mutually agreed if the parties agreed in writing to extend the period for issuing the Step 2 decision).

B. Step 3 Meeting. Within fifteen (15) days following receipt of the Request for Review of Step 2, the Director of Human Resources or designee and Grievant/Representative shall schedule a meeting for the purpose of reviewing the matter.

C. The Director of Human Resources or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within twenty-one (21) days following the conclusion of the meeting. In the absence of a written agreement to extend the period for issuing the Step 3 decision, Grievant (if not represented by AFSCME) or AFSCME may proceed to Step 4 (Arbitration) if the Grievant (if not represented by AFSCME) or AFSCME has not received the written decision by the end of the twenty-first (21<sup>st</sup>) day following the conclusion of the Step 3 meeting. A copy of the Step 3 decision shall be sent to the unit head/director, to the Grievant, and to the Grievant's Representative. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### 23.8 Step 4 Arbitration.

A. If the grievance is not resolved at Step 3, AFSCME may appeal the decision to arbitration using a Request for Arbitration in the form attached hereto as Appendix F, within fifteen (15) days after receipt of the Step 3 decision. If the Grievant is not represented by AFSCME, the Grievant may appeal the decision to arbitration using the same procedure.

B. The University and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

C. Selection of Arbitrator.

1. Within sixty (60) days after ratification of this Agreement, the University and AFSCME shall select an Arbitration Panel. The panels shall have nine (9) members who are mutually selected by the University and AFSCME to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.

2. Within thirty (30) days after the University's receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin.

By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.

D. Arbitration hearings shall be held at the Orlando main campus on days and times agreed to by the University and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. By mutual agreement, the arbitration hearing may be held in a different location.

E. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, AFSCME, and the grievant(s). In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

F. The arbitrator shall be without power or authority to make any decisions:

1. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

2. Limiting or interfering in any way with the powers, duties, and responsibilities of the State or the University under the Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

3. Which have the effect of restricting the discretion of the University President as otherwise granted by applicable law, rule, or policy unless such authority is expressly modified by this Agreement; or

4. That are based solely upon a University past practice or policy unless such University practice or policy is contrary to law, rules applicable to the University, or this Agreement.

G. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

1. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation that might have been earned.

2. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

3. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.

H. 1. The fees and expenses of the Arbitrator shall be borne solely by the party that fails to prevail in the arbitration. However, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses.

2. AFSCME will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible if AFSCME had been a party to the arbitration.

3. Proceeding to arbitration hereunder shall constitute a waiver of Chapter 120 appeals proceedings or any other administrative appeals proceedings.

### 23.9 Miscellaneous Provisions

A. No preclusive effect. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of; subject, however, to the final disposition of the grievance.

B. No precedent. The resolution of a grievance prior to its appeal in writing to Step 4 shall not establish a precedent binding on the University, or AFSCME.

C. Inactive Grievance. A grievance that is not acted upon by the grievant or his/her representative for more than thirty (30) days shall be deemed closed and resolved according to the results of the last step at which there was activity.

D. The parties may mutually agree to waive Steps One and Two of the grievance procedure in order to expedite the processing of a grievance. Such an agreement must be in writing. Step One time limits in accordance with Article 23.3C, shall still apply.

## **Article 24**

### **PREVAILING RIGHTS**

The prevailing rights of the employees covered hereunder are those specifically set forth or incorporated by specific reference in this Agreement.

## **Article 25**

### **TOTALITY OF AGREEMENT**

25.1 Limitation. The University and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

25.2 Obligation to Bargain. The University and AFSCME, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

25.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.



## **Article 26**

### **SAVINGS CLAUSE**

26.1 If any provision of this Agreement is found by any court of competent jurisdiction to be in conflict with the laws or regulations of the United States or of this State, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect. This savings clause shall not be construed as a waiver of the right to bargain with the public employer over any law, rule, or regulation over which it has amendatory power.

26.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

## **Article 27**

### **LABOR MANAGEMENT COMMITTEE**

27.1 There shall be a Labor Management Committee consisting of the Human Resources Director, or his designee, and four (4) designated Management Representatives and the AFSCME Staff Representative and four (4) designated Union (employee) representatives who are members of the bargaining unit. The Labor Management Committee shall meet to discuss matters of mutual concern.

27.2 At the request of AFSCME or the University, the Committee shall meet once during each semester (and once during the summer) on a date mutually agreed upon by the parties. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for collective bargaining.

27.3 Employee representatives attending Committee meetings shall not be compensated for the time spent in such meetings. Such employee representatives, however, may utilize their accrued annual leave (as stated in Article 5.8 above) to attend such meetings. Such leave shall not impede the operations of the University or be unreasonably denied.

## **Article 28**

### **DURATION**

#### 28.1 Term.

A. This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect through the thirtieth day of September 2016, with the exception that the following shall be subject to annual renegotiation:

1. Wages (Article 7).
2. Up to two (2) additional articles chosen by each party.

B. In the event that the University and AFSCME fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

28.2 Emergencies. If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the President during the time of the declared emergency, provided that wages and benefits shall not be suspended.

## **Article 29**

### **ADVANCE NOTICE OF SEPARATION**

29. Advance Notice of Separation.

A. USPS employees have no expectation of continued employment beyond that specified in University Regulation UCF-3.038. An employee may only be issued a written Advance Notice of Separation by Human Resources, in accordance with University Regulation UCF-3.038. Any separation for cause, however, falls primarily under Article 22 “Disciplinary Action,” and University Regulation UCF 3.0191.

B. Any employee receiving a written Advance Notice of Separation shall receive such notice six months prior to the effective date of separation, in accordance with university regulation.

C. The decision to issue an Advance Notice of Separation to a USPS employee shall not be based on constitutionally or statutorily impermissible grounds.

D. To successfully contest a written Advance Notice of Separation, the employee must establish that the action taken by the University was arbitrary and capricious, or because of an alleged violation of law. A contest of an Advance Notice of Separation will be subject to the grievance procedure set forth in Article 23. An employee is not precluded from filing an EEOC or FCHR charge alleging unlawful discrimination.

E. Any employee receiving a written Advance Notice of Separation shall receive a neutral reference from their most recent supervisor. If the affected employee accurately reports their supervisor on the UCF application, any prospective UCF employer considering hiring the employee during the six months prior to the effective date of separation shall receive only the neutral reference from the most recent supervisor. The neutral reference shall include: beginning and ending date of employment, position held, job summary of duties and responsibilities, most recent rate of pay while employed, and most recent five years of performance appraisals.

## Appendix A

### AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
BLUE COLLAR	
Automotive Mechanic	155
Boiler Maintenance Specialist	250
Computer Repair Technician	030
Custodial Worker	032
Electrician	148
Electronic Technician	157
Engineering Assistant	038
Culinary Assistant	053
Groundskeeper	057
Heavy Equipment Operator	137
Licensed Electrician	216
Licensed Plumber	217
Locksmith	145
Machinist	154
Maintenance Mechanic	152
Maintenance Specialist	153
Maintenance Worker	139
Plumber	147
Refrigeration Mechanic	150
Sr. AV Equipment Operator	004
Sr. Custodial Worker	033
Sr. Groundskeeper	058
Sr. Heavy Equipment Operator	138
Sr. HVAC Operator	131
Sr. Locksmith	146
Sr. Maintenance Worker/Dispatcher	202
Sr. Printer	100
Sr. Refrigeration Mechanic	151

## AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
OTHER PROFESSIONAL	
Admissions Specialist	176
Audio Visual Specialist	005
Biologist	109
Broadcast Technologist	009
Chemist	112
Computer Analyst	029
Construction Specialist	044
Engineer	041
Fine Arts Specialist	001
Grants Assistant	054
Graphic Artist	002
Information Specialist	083
Hearing Impaired Interpreter	178
Marketing Specialist	162
Registrar's Specialist	210
Research Technician	107
Sr. Admissions Specialist	177
Sr. Biologist	110
Sr. Broadcast Technologist	010
Sr. Chemist	113
Sr. Engineer	042
Sr. Engineering Technician	040
Sr. Health & Safety Specialist	116
Sr. Health Educator	199
Sr. Counselor	080
Sr. Information Specialist	084
Sr. Pest Control Technician	156
Sr. Registrar's Specialist	230
Sr. Research Technician	108
Sr. Statistician	166
Sr. Systems Programmer	021
Sr. Teaching Lab Specialist	090
Sr. Telecommunications Services Specialist	184
Sr. Telecommunications Specialist	182
Sr. Training Specialist	185
Sr. Student Union Specialist	173
Systems Programmer	020
Telecommunications Services Specialist	183
Telecommunications Specialist	181
Training Specialist	190

## AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
ADMINISTRATIVE CLERICAL	
Administrative Assistant	163
Cashier	047
Clerk	011
Clerk Typist	188
Computer Operator	025
Programmer	016
Programmer Analyst	017
Computer Specialist	027
Executive Administrative Assistant	189
Executive Secretary	119
Financial Aid Specialist	174
Financial Assistance Counselor	171
Fiscal Assistant	048
Facilities Scheduler	043
Library Technical Assistant	094
Library Technical Assistant Specialist	233
Medical Records Specialist	076
Office Assistant	159
Office Manager	161
Photographer	097
Dispatcher	123
Police Technician	122
Program Assistant	160
Property Manager	103
Purchasing Agent	105
Secretary	117
Sr. Administrative Assistant	164
Sr. Art Specialist	003
Sr. Clerk	012
Sr. Computer Operator	026
Sr. Programmer Analyst	018
Sr. Computer Specialist	028
Sr. Executive Secretary	120
Sr. Financial Aid Specialist	175
Sr. Fiscal Assistant	049
Sr. Library Technical Asst.	095
Sr. Dispatcher	124
Sr. Police Technician	221
Sr. Property Manager	104
Sr. Purchasing Agent	106
Sr. Secretary	118
Sr. Storekeeper	168
Sr. Word Processor	015
Storekeeper	167
Telephone Operator	179

## Appendix B

### AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFSCME DUES AUTHORIZATION FORM

I authorize the University of Central Florida to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received from AFSCME Council 79 membership dues and other lawful authorized uniform deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by AFSCME in accordance with its Constitution, and as certified to the University by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time in writing to the University personnel office; (2) moved out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my employee identification number to AFSCME in reporting dues deductions.

---

Signature

---

Date

---

Name (Print)

---

UCF Employee ID Number

---

Department or Work Location

---

Job Classification

---

Home Address – Street

---

Home Phone

---

City, State, Zip

---

Ded. Code County Class Local

For AFSCME Use Only

**PLEASE SEND THIS FORM TO:**

**AFSCME Council 79  
3064 Highland Oaks Terrace  
Tallahassee, FL 32301-9808**



## Apéndice B

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME)  
(FEDERACIÓN AMERICANA DE EMPLEADOS ESTATALES, DE CONDADOS, Y  
MUNICIPALES (AFSCME))**

**AFSCME FORMA DE AUTORIZACION DE CUOTA**

Autorizo a la Universidad de Florida Central a descontar de mi paga, comenzando con el primer período completo de pago, efectivo no antes de siete días desde la fecha en que esta autorización sea recibida por AFSCME Concilio 79, la cuota de membresía y otras deducciones uniformes autorizadas y lícitas de la AFSCME según establecido de tiempo en tiempo por AFSCME de acuerdo con su Constitución, y como certificado a la Universidad por AFSCME. Además, entiendo que tales cuotas serán pagadas a AFSCME.

Esta autorización continuará hasta que o (1) sea revocada por mí en cualquier momento por escrito a la oficina de personal de la Universidad; (2) sea removido de un alguna unidad de negociación representada por AFSCME; (3) terminación de empleo; o (4) sea revocado conforme a la Sección 447.507, F.S.

Firmando esta forma, yo autorizo la Universidad de informar mi número de identificación de empleado a AFSCME al reportar las deducciones de cuotas.

---

Firma

---

Fecha

---

Nombre (Impreso)

---

Número de Identificación de UCF

---

Departamento o Localización del Trabajo

---

Clasificación de Empleo

---

Dirección Residencial

---

Teléfono de Residencia

---

Ciudad, Estado, Código Postal

---

Ded. Code County Class Local  
Para el Uso de AFSCME solamente.

**POR FAVOR ENVIAR ESTA FORMA A:**

**AFSCME Council 79  
3064 Highland Oaks Terrace  
Tallahassee, FL 32301-9808**

## Appendix C

**University of Central Florida – AFSCME  
GRIEVANCE FORM – STEP 1  
(Deliver this form to the Office of Human Resources)**

- I. This grievance was received by the University on \_\_\_\_\_ (date) by:  
\_\_\_\_\_ certified or registered return receipt requested mail; OR  
\_\_\_\_\_ personal delivery: OR  
\_\_\_\_\_ fax (followed by personal delivery within one business day). [CHECK ONE]

GRIEVANT NAME: \_\_\_\_\_

Grievant's Classification/Title: \_\_\_\_\_

Grievant's Department or Unit, and Office Phone: \_\_\_\_\_

**Statement of Grievance:**

Article(s) and Section(s) of the Agreement allegedly violated:

\_\_\_\_\_

Describe the alleged incident, act, or occurrence which gave rise to the grievance, including date(s):

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

**Representation:**

I will be represented in this grievance by: (representative must sign on appropriate line):

\_\_\_\_\_ AFSCME \_\_\_\_\_ OR  
\_\_\_\_\_ Legal Counsel \_\_\_\_\_ OR  
\_\_\_\_\_ Myself \_\_\_\_\_

Provide the following information about your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If employed by UCF, what department: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

(This grievance will not be processed if it is not signed by the grievant.)

The Step 1 review shall be transmitted to Grievant's Representative by personal delivery with written documentation of receipt, fax or by certified mail, return receipt requested.

## Appendix D

### University of Central Florida – AFSCME REQUEST FOR STEP 2

(Deliver this form and attachments to the Office of Human Resources.)

- I. This grievance was received by the University on \_\_\_\_\_ (date) by:  
\_\_\_\_\_ certified or registered return receipt requested mail; OR  
\_\_\_\_\_ personal delivery; OR  
\_\_\_\_\_ fax (followed by personal delivery within one business day). (CHECK ONE)

GRIEVANT NAME: \_\_\_\_\_

Grievant Classification/Title: \_\_\_\_\_

Department/Division/Office Phone: \_\_\_\_\_

**DATE OF STEP 1 DECISION:** \_\_\_\_\_

Date Step 1 Decision was received by Grievant or Grievant's Representative: \_\_\_\_\_

Article(s) and Section(s) of the Agreement allegedly violated at Step 1:  
\_\_\_\_\_

Describe the reasons for requesting that the Step 1 Decision be reviewed by the unit head:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **Representation:**

I will be represented in this grievance by: (representative must sign on appropriate line):

\_\_\_\_\_ AFSCME \_\_\_\_\_ OR  
\_\_\_\_\_ Legal Counsel \_\_\_\_\_ OR  
\_\_\_\_\_ Myself \_\_\_\_\_

Provide the following information about your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If employed by UCF, what department: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

A copy of the following documents must be attached to this Request at the time of its filing with the Office of Human Resources:

1. Original grievance form filed with University
2. Step 1 decision, if issued
3. All attachments to the Step 1 decision.

## Appendix E

### University of Central Florida – AFSCME REQUEST FOR STEP 3

(Deliver this form and attachments to Office of Human Resources.)

- I. This grievance was received by the University on \_\_\_\_\_(date) by:  
\_\_\_\_\_ certified or registered return receipt requested mail; OR  
\_\_\_\_\_ personal delivery: OR  
\_\_\_\_\_ fax (followed by personal delivery within one business day). (CHECK ONE)

GRIEVANT NAME: \_\_\_\_\_

Grievant Classification/Title: \_\_\_\_\_

Department/Division/Office Phone: \_\_\_\_\_

**DATE OF STEP 2 DECISION:** \_\_\_\_\_

Date Step 2 Decision was received by Grievant or Grievant's Representative: \_\_\_\_\_

Article(s) and Section(s) of the Agreement allegedly violated:  
\_\_\_\_\_

Describe the reasons for requesting that the Step 2 Decision be reviewed by the Director of Human Resources or designee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **Representation:**

I will be represented in this grievance by: (representative must sign on appropriate line):

\_\_\_\_\_ AFSCME \_\_\_\_\_ OR  
\_\_\_\_\_ Legal Counsel \_\_\_\_\_ OR  
\_\_\_\_\_ Myself \_\_\_\_\_

Provide the following information for your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If employed by UCF, what department: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

A copy of the following documents must be attached to this Request at the time of its filing with the Office of Human Resources

1. Original grievance form filed with University
2. Step 1 decision, if issued, and any attachments
3. Step 2 decision, if issued
4. All attachments to the Step 2 decision

## Appendix F

### University of Central Florida – AFSCME NOTICE OF ARBITRATION

(Deliver this form and attachments to Office of Human Resources.)

I. This request for review was received by the University on \_\_\_\_\_ (date).

Delivered by (check one):

\_\_\_\_\_ certified or registered return receipt requested mail; OR

\_\_\_\_\_ personal delivery.

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the University dated \_\_\_\_\_ [date of Step 3 decision] and received by the AFSCME Representative/Grievant on \_\_\_\_\_ [date of receipt of Step 3 decision] in the grievance of:

GRIEVANT NAME: \_\_\_\_\_

The following statement of issue(s) before the arbitrator is proposed:

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\_\_\_\_\_  
Signature of AFSCME Representative or Grievant

\_\_\_\_\_  
Date

**IN WITNESS THEREOF**, the parties have set their signatures below.

**FOR THE UNIVERSITY OF  
CENTRAL FLORIDA BOARD  
OF TRUSTEES:**

John C. Hitt	Date
President	

**FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES (AFSCME):**

Dan M. Sims  
Staff Attorney - Chief Negotiator  
AFSCME Council 79

William F. Merck II  
Vice-President of Administration and Finance and  
Chief Financial Officer

Mike Smith  
President of Local 3345

Date

Mark A. Roberts  
Associate Vice President and  
Chief Human Resources Officer

Date

Roxane Walton  
Director of Human Resources

David Norvell  
Assistant Vice President for Facilities

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Conferral of Degrees

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Concurrence: Conferral of degrees at the Fall 2013 commencement ceremonies.

**BACKGROUND INFORMATION**

UCF expects to award the following degrees at the Fall 2013 commencement ceremonies on December 13-14, 2013:

4,274	baccalaureate degrees
772	master's degrees
<u>109</u>	doctoral and specialist degrees
<b>5,155</b>	<b>Total</b>

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**Supporting documentation:** Registrar's Graduation Count

**Prepared by:** Amy Swinford, Senior Administrative Assistant to the Vice President and  
Chief of Staff

**Submitted by:** John C. Hitt, President



# UCF Fall 2013 Commencement

Note: Procession of graduates begins 20 minutes prior to each ceremony.

\*Projected Attending (Baccalaureate only) is an estimate based on 70% attending rate

College	Baccalaureate					Master's					Doctorate				
	Intent to graduate	Projected* attending	Picked-up cap and gown	Head-count	Degree award	Intent to graduate	Projected* attending	Picked-up cap and gown	Head-count	Degree award	Intent to graduate	Projected* attending	Picked-up cap and gown	Head-count	Degree award
<b>Friday, 12/13, 9:00 a.m.</b>															
College of Business Administration	753	527				120	120				4	4			
College of Engineering and Computer Science	369	258				147	147				36	36			
College of Medicine	105	74				9	9				7	7			
College of Optics and Photonics	0	0				12	12				6	6			
<b>College Totals:</b>	<b>1,227</b>	<b>859</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>288</b>	<b>288</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>53</b>	<b>53</b>	<b>-</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>1,200</b>														
<b>Friday, 12/13, 2:30 p.m.</b>															
College of Arts and Humanities	372	260				99	99				2	2			
College of Graduate Studies	0	0				0	0				0	0			
College of Sciences	953	667				45	45				21	21			
Office of Undergraduate Studies	233	163				0	0				0	0			
College of Nursing	184	129				28	28				5	5			
<b>College Totals:</b>	<b>1,742</b>	<b>1,219</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>172</b>	<b>172</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>28</b>	<b>28</b>	<b>-</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>1,419</b>														
<b>Saturday, 12/14, 9:00 a.m.</b>															
College of Education and Human Performance	393	275				136	136				22	22			
* Education Specialists						5	5								
Rosen College of Hospitality Management	319	223				13	13				0	0			
College of Health and Public Affairs	593	415				158	158				6	6			
<b>College Totals:</b>	<b>1,305</b>	<b>914</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>312</b>	<b>312</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>1,254</b>														
<b>Degree level ITG totals:</b>	<b>4,274</b>					<b>772</b>					<b>109</b>				
<b>Combined ITG submissions:</b>	<b>5,155</b>														
<b>All ceremony projected* attending:</b>	<b>3,873</b>	<b>75.1% of all ITG's</b>													
<b>Anticipated attendance - cap and gown pickup:</b>	<b>0</b>	<b>0.0% of all ITG's</b>													
<b>Headcount totals:</b>	<b>0</b>	<b>0.0% of all ITG's</b>													
<b>Undergraduate degrees awarded:</b>	<b>0</b>	<b>0.0% of all UGRD ITG's</b>													



**University of Central Florida  
Board of Trustees**

**SUBJECT:** Minor Amendment to 2010 Campus Master Plan - Facilities Support Building

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approve a minor amendment to the University of Central Florida Campus Master Plan to construct a two-story, 9,000 gross-square-foot Facilities Support Building to replace two pre-engineered steel buildings.

**BACKGROUND INFORMATION**

The purpose of the proposed amendment is to include this facility in the Capital Improvements and Urban Design Elements of the 2010 Campus Master Plan. The Facilities Support Building will provide support space for the operations and maintenance personnel servicing the southern sector of the main campus. The project includes the demolition of buildings 42 and 46 in order to prepare the site for the construction of a single building to support repair and maintenance staff. The Facilities Support Building will provide strategic placement of individuals, tools, and equipment to maintain the geographic zone for which they are responsible. As more particularly outlined in the attached memorandum, the amendment would constitute a minor amendment that needs only Board of Trustees approval for adoption. Prior to construction, the university will obtain approval from Orange County.

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**Supporting documentation:**

Memorandum from Maria Yebra-Teimouri (Attachment A)  
Project Location (Attachment B)  
Capital Improvements List (Attachment C)  
Urban Design Map (Attachment D)

**Prepared by:** W. Scott Cole, Vice President and General Counsel

**Submitted by:** William F. Merck II, Vice President for Administration and Finance  
and Chief Financial Officer

**MEMORANDUM**

**TO:** Scott Cole, Vice President and General Counsel  
**FROM:** Maria Yebra-Teimouri, Coordinator, Facilities Planning  
**SUBJECT:** Minor Amendment to 2010 Campus Master Plan  
**DATE:** November 14, 2013

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The University of Central Florida proposes a minor amendment to its 2010 Campus Master Plan to amend the Capital Improvements and Urban Design Elements to replace two pre-engineered steel buildings with a single pre-engineered Facilities Support Building (FSB). The project includes the demolition of buildings 42 and 46 with a combined gross square footage of 2,092 in order to prepare the site for the construction of a two-story 9,000 gross square foot building to support the repair and maintenance staff. The FSB is designed to strategically place a team of individuals who possess all the necessary skill sets within one facility and in a particular geographic zone which they are responsible for maintaining. Staff at the FSB will include 4 maintenance team supervisors each one responsible for a team of 10 technicians who will be working in the surrounding geographic zone.

Please find below an analysis of the statutory thresholds and university responses that reflect the nature of the amendment request as a minor amendment. The thresholds are referenced under section 1013.30(9), F.S.

An amendment to a campus master plan must be reviewed and adopted under subsections (6)-(8) if such amendment, alone or in conjunction with other amendments, would:

- (a) Increase density or intensity of use of land on the campus by more than ten percent;

University Response: The proposed FSB is a 9,000 GSF facility and it is replacing the combined GSF of 2,092 GSF for both buildings 42 and 46. This results in an increase of 6,908 square feet of support space. The current campus land designated for support space is 2,000,000 square feet. The percentage of change in support space resulting from this facility is .0034% and it therefore does not trip the ten percent threshold for the use or land.



## Attachment A

- (b) Decrease the amount of natural areas, open space, or buffers on the campus by more than ten percent:

University Response: The proposed amendment will not affect natural areas, open space or buffers by more than ten percent since the facility will be built on the same location of two previously existing facilities and its footprint does not exceed the previous ones by more than ten percent.

- (c) Rearrange land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the county, the host local government, or any affected local government.

University Response: The proposed facility will not generate an increase in capacity on any proposed campus development, road, or public facility by greater than ten percent. The functions previously contained in two facilities will be relocated to a single two-story facility as a means of strategically uniting the necessary skill sets within one location..

In summary, the proposed land use change does not exceed the amendment threshold criteria in 1013.30 (9), F.S. and may therefore be treated as a minor amendment.

Thank you for your time and attention to this matter. If you require additional information, please contact me at (407) 823-3893.







## Attachment C

[illegible]

Funding sources decide probable building completion year  
Projects in green denote projects planned off-campus.  
Denotes in-line denote renovation and/or remodeling project



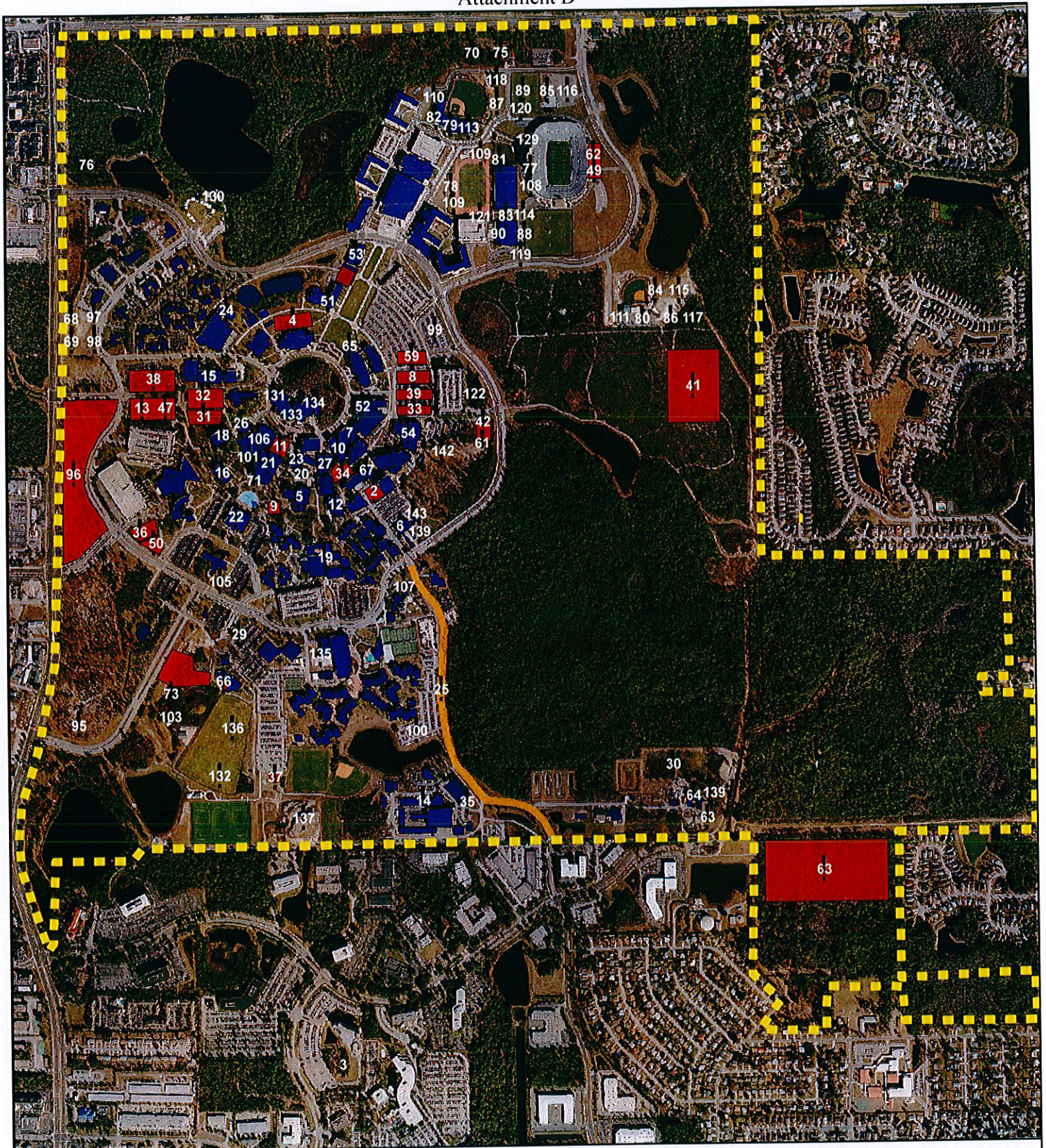


Figure 3-1  
Urban Design and Capital Improvements

Comprehensive Master Plan Update  
**University of Central Florida**  
Orlando, Florida  
2010-2020

#### Legend

- ! Capital Improvements List
- Boundary
- Proposed Building Sites
- Proposed Road Widening
- Existing Buildings

All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Rev. 20130916

0 1,000 2,000 4,000 feet



**University of Central Florida  
Board of Trustees**

**SUBJECT:** Minor Amendment to 2010 Campus Master Plan – Facilities and Safety  
Warehouse Building

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approve a minor amendment to the University of Central Florida Campus Master Plan to construct 6,800 square-feet of building and dock space adjacent to the existing Facilities and Safety Warehouse.

**BACKGROUND INFORMATION**

The purpose of the proposed amendment is to include this facility in the Capital Improvements, Urban Design and Future Land Use Elements of the 2010 Campus Master Plan. The department of Facilities and Safety is in need of additional highly accessible, low-cost warehousing and storage space to support current operational demands, provide additional space for revenue-generating programs, and reduce or eliminate the need for off-campus warehouse storage. This project will address these needs and provide storage support space for Facilities and Safety, including Environmental Health and Safety, Surplus Property Retail, the Pack and Ship store, UCF Police Department, and the Office of Emergency Management, as well as university partners in E&G buildings, such as the Colleges, the Office of Research and Commercialization, and the Theatre. As more particularly outlined in the attached memorandum, the amendment would constitute a minor amendment that needs Board of Trustees approval for adoption. Prior to construction, the university will obtain approval from Orange County.

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**Supporting documentation:**

Memorandum from Maria Yebra-Teimouri (Attachment A)  
Project Location (Attachment B)  
Capital Improvements List (Attachment C)  
Urban Design Map (Attachment D)  
Future Land Use Map (Attachment E)

**Prepared by:** W. Scott Cole, Vice President and General Counsel

**Submitted by:** William F. Merck II, Vice President for Administration and Finance  
and Chief Financial Officer

**MEMORANDUM**

**TO:** Scott Cole, Vice President and General Counsel  
**FROM:** Maria Yebra-Teimouri, Coordinator, Facilities Planning  
**SUBJECT:** Minor Amendment to 2010 Campus Master Plan  
**DATE:** November 14, 2013

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The University of Central Florida proposes a minor amendment to its 2010 Campus Master Plan to amend the Capital Improvements, Urban Design and Future Land Use Elements by adding 6,800 square feet of warehouse support space. The proposed location for this facility is adjacent to the existing Facilities and Safety Warehouse Building 16E.

Please find below an analysis of the statutory thresholds and university responses that reflect the nature of the amendment request as a minor amendment. The thresholds are referenced under section 1013.30(9), F.S.

An amendment to a campus master plan must be reviewed and adopted under subsections (6)-(8) if such amendment, alone or in conjunction with other amendments, would:

- (a) Increase density or intensity of use of land on the campus by more than ten percent;

University Response: The current campus land designated for Support Space is over 2,000,000 square feet. Adding 6,800 square feet constitutes a .0034% change and therefore does not trip the ten percent threshold for the use of land.

- (b) Decrease the amount of natural areas, open space, or buffers on the campus by more than ten percent: or

University Response: The proposed amendment will not affect natural areas, open space or buffers by more than ten percent. Acreage on campus designated for natural areas, open space, and buffers exceeds 1,000 acres. Thus the proposed .15 acre site will not exceed the 10% threshold.



## Attachment A

- (c) Rearrange land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the county, the host local government, or any affected local government.

University Response: The proposed facility will not generate an increase in capacity on any proposed campus development, road, or public facility by greater than ten percent.

In summary, the proposed land use change does not exceed the amendment threshold criteria in 1013.30 (9), F.S. and may therefore be treated as a minor amendment.

Thank you for our time and attention to this matter. If you require additional information, please contact me at (407) 823-3893.







## Attachment C

UNIVERSITY OF CENTRAL FLORIDA CAPITAL IMPROVEMENTS LIST													
PROJECT LIST	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
PROJECT LIST	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Only 1, 2016 - June 30, 2020	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
PCO													
1. UTILITIES INFRASTRUCTURE	\$6,210,000	\$1,660,000	\$9,800,000	\$11,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000
2. PHYSICAL SCIENCE COMPLETION	\$1,070,000	\$1,070,000											
3. PARTNERSHIP III BUILDING COMPLETION	\$1,070,000	\$1,070,000											
4. CLASSROOM BUILDING II	\$1,070,000	\$1,070,000											
5. MAIN UTILITY PLANT RENOVATION	\$1,070,000	\$1,070,000											
6. ENGINEERING BLDG. I RENOVATION	\$1,070,000	\$1,070,000											
7. INTERIOR RESEARCH & INCUBATOR FAC.	\$1,070,000	\$1,070,000											
8. MULTI-PURPOSE RESEARCH AND EDUCATION BUILDING	\$1,070,000	\$1,070,000											
9. BUSINESS ADMINISTRATION RENOVATION	\$1,070,000	\$1,070,000											
10. LIBRARY RENOVATION	\$1,070,000	\$1,070,000											
11. CREATIVITY RENOVATION	\$1,070,000	\$1,070,000											
12. ARTS COMPLEX PHASE II (PERFORMANCE)	\$1,070,000	\$1,070,000											
13. FACILITIES AND SAFETY COMPLEX RENOVATION	\$1,070,000	\$1,070,000											
14. VITAL AREA RENOVATION	\$1,070,000	\$1,070,000											
15. HOWARD PHILLIPS HALL RENOVATION	\$1,070,000	\$1,070,000											
16. COLLEGE OF BUSINESS	\$1,070,000	\$1,070,000											
17. COLLEGE OF BUSINESS RENOVATION	\$1,070,000	\$1,070,000											
18. PERKINS COMMONS (E AND G) RENOVATION	\$1,070,000	\$1,070,000											
19. COMPUTER CENTER RENOVATION	\$1,070,000	\$1,070,000											
20. LIBRARY EXPANSION	\$1,070,000	\$1,070,000											
21. MILLER HALL RENOVATION	\$1,070,000	\$1,070,000											
22. COMPUTER CENTER II RENOVATION	\$1,070,000	\$1,070,000											
23. COLLEGE OF EDUCATION BUILDING RENOVATION	\$1,070,000	\$1,070,000											
24. LIBRARY WING	\$1,070,000	\$1,070,000											
25. GORDON HALL RENOVATION	\$1,070,000	\$1,070,000											
26. THEATRE BLDG. RENOVATION	\$1,070,000	\$1,070,000											
27. FACILITIES BUILDING AT LAKE NONA	\$1,070,000	\$1,070,000											
28. NORTH CAMPUS RENOVATION	\$1,070,000	\$1,070,000											
29. MECHANICAL CENTER	\$1,070,000	\$1,070,000											
30. HUMANITIES & FINE ARTS II	\$1,070,000	\$1,070,000											
31. FILM, ARTS & HUMANTIES II BLDG.	\$1,070,000	\$1,070,000											
32. SIMULATION AND TRAINING BUILDING	\$1,070,000	\$1,070,000											
33. BUSINESS ADMIN. III BLDG.	\$1,070,000	\$1,070,000											
34. EMERGENCY OPERATIONS CENTER (EOC) RENOVATION	\$1,070,000	\$1,070,000											
35. MORGENTHAU INTERNATIONAL READING CENTER PHASE II (EDUCATION)	\$1,070,000	\$1,070,000											
36. HAND BUILDING	\$1,070,000	\$1,070,000											
37. ARTS COMPLEX PHASE III	\$1,070,000	\$1,070,000											
38. INTERIOR RESEARCH BLDG. II	\$1,070,000	\$1,070,000											
39. ARTS COMPLEX PHASE IV	\$1,070,000	\$1,070,000											
40. PARTNERSHIP CENTER	\$1,070,000	\$1,070,000											
41. CENTER FOR EMERGING MEDIA BUILD-OUT	\$1,070,000	\$1,070,000											
42. CAPITAL IMPROVEMENT RESERVE	\$1,070,000	\$1,070,000											
43. COURTYARD	\$1,070,000	\$1,070,000											
44. LABORATORY INSTRUCTION BUILDING PHASE I	\$1,070,000	\$1,070,000											
45. JENNIFER B. MEDICAL SCIENCE CTR	\$1,070,000	\$1,070,000											
46. ARTS COMPLEX II RENOVATION	\$1,070,000	\$1,070,000											
47. MEDICAL SCIENCE LIBRARY	\$1,070,000	\$1,070,000											
48. MORGENTHAU INTERNATIONAL READING CENTER	\$1,070,000	\$1,070,000											
49. PSYCHOLOGY BUILDING	\$1,070,000	\$1,070,000											
50. ENGINEERING III RENOVATION	\$1,070,000	\$1,070,000											
51. ALUMNI CENTER/DONOR & MARTHA HILL LIBRARY	\$1,070,000	\$1,070,000											
52. SWIFT AND PHOTOGRAPHY ENHANCEMENT	\$1,070,000	\$1,070,000											
53. JEFFREY L. LANE, LANE NONA	\$1,070,000	\$1,070,000											
54. CAROLAN H. HILL	\$1,070,000	\$1,070,000											
55. COLLEGE OF BUSINESS	\$1,070,000	\$1,070,000											
56. JENNIFER B. MEDICAL SCIENCE CTR INFRASTRUCTURE	\$1,070,000	\$1,070,000											
57. C.N.R. AND ENVIRONMENTAL ENGINEERING	\$1,070,000	\$1,070,000											
58. MELANIE REYNOLDS THEATRE II RENOVATION	\$1,070,000	\$1,070,000											
59. ATHLETIC ACADEMIC PERFORMANCE CENTER	\$1,070,000	\$1,070,000											
60. MULTIMEDIA CENTER	\$1,070,000	\$1,070,000											
61. PRIVATE	\$1,070,000	\$1,070,000											
62. PHOTO VOLTAGE ARRAY AND SUPPORT BUILDING	\$1,070,000	\$1,070,000											
63. MECHANICAL, MATERIALS AND AEROSPACE ENGINEERING (MMAP)	\$1,070,000	\$1,070,000											
64. RETAIL SUPPORT SPACE	\$1,070,000	\$1,070,000											
65. CENTER FOR MULTILINGUAL, MULTICULTURAL EXPANSION	\$1,070,000	\$1,070,000											
66. SCIENCE ANNE ENHANCEMENT	\$1,070,000	\$1,070,000											
67. SPECIAL PURPOSE HOUSING AND PARKING GARAGE I	\$1,070,000	\$1,070,000											
68. SPECIAL PURPOSE HOUSING II	\$1,070,000	\$1,070,000											
69. PARKING DECK (ATHLETIC COMPLEX)	\$1,070,000	\$1,070,000											
70. LIBRARY EXPANSION	\$1,070,000	\$1,070,000											
71. STRATEGIC LAND AND PROPERTY	\$1,070,000	\$1,070,000											
72. CARRIAGE HOUSE	\$1,070,000	\$1,070,000											
73. ATHLETIC ACADEMIC PERFORMANCE CENTER	\$1,070,000	\$1,070,000											
74. REFERENCE UCF FOUNDATION PROPERTIES	\$1,070,000	\$1,070,000											
75. NORTHEAST CAMPUS MIXED USE DEVELOPMENT	\$1,070,000	\$1,070,000											
76. ATHLETIC HOUSING	\$1,070,000	\$1,070,000											
77. BROOKSTONE NETWORKS STADIUM TOWER EXPANSION	\$1,070,000	\$1,070,000											
78. TRACK & SOCCER STADIUM	\$1,070,000	\$1,070,000											
79. EXPANSION OF JAY BERGHMAN FIELD PHASE I	\$1,070,000	\$1,070,000											
80. JENNIFER COMPLEX	\$1,070,000	\$1,070,000											
81. TRACK & SOCCER CLUB HOUSE	\$1,070,000	\$1,070,000											
82. EXPANSION OF JAY BERGHMAN FIELD PHASE II	\$1,070,000	\$1,070,000											
83. WAYNE DENNIS SPORTS CENTER EXPANSION	\$1,070,000	\$1,070,000											
84. SOFTBALL PRACTICE FIELD	\$1,070,000	\$1,070,000											
85. ATHLETIC PRACTICE FIELD	\$1,070,000	\$1,070,000											
86. WOMENS COMPETITION PRACTICE FIELD	\$1,070,000	\$1,070,000											
87. BASEBALL PRACTICE FIELD	\$1,070,000	\$1,070,000											
88. BASEBALL PRACTICE FACILITY	\$1,070,000	\$1,070,000											
89. AQUATICS CENTER	\$1,070,000	\$1,070,000											
90. EAST ATHLETIC CENTER	\$1,070,000	\$1,070,000											
91. JEFFREY L. LANE, LANE NONA	\$1,070,000	\$1,070,000											
92. CLASSROOM LAB BUILDING, LANE NONA	\$1,070,000	\$1,070,000											
93. LIFE SCIENCE INCUBATOR, LANE NONA	\$1,070,000	\$1,070,000											
94. CLOUTIER CENTER HOUSING	\$1,070,000	\$1,070,000											
95. JENNIFER COMPLEX MULTI-PURPOSE BUILDING	\$1,070,000	\$1,070,000											
96. BROOKSTONE NETWORKS STADIUM EXPANSION - STADIUM	\$1,070,000	\$1,070,000											
97. TRACK & SOCCER STADIUM	\$1,070,000	\$1,070,000											
98. TRACK & SOCCER CLUB HOUSE	\$1,070,000	\$1,070,000											
99. JENNIFER COMPLEX	\$1,070,000	\$1,070,000											
100. EXPANSION OF JAY BERGHMAN FIELD PHASE II	\$1,070,000	\$1,070,000											
101. WAYNE DENNIS SPORTS CENTER EXPANSION	\$1,070,000	\$1,070,000											
102. SOFTBALL PRACTICE FIELD	\$1,070,000	\$1,070,000											
103. ATHLETIC PRACTICE FIELD	\$1,070,000	\$1,070,000											
104. WOMENS COMPETITION PRACTICE FIELD	\$1,070,000	\$1,070,000											
105. BASEBALL PRACTICE FIELD	\$1,070,000	\$1,070,000											
106. BASEBALL PRACTICE FACILITY	\$1,070,000	\$1,070,000											
107. AQUATICS CENTER	\$1,070,000	\$1,070,000											
108. EAST ATHLETIC CENTER	\$1,070,000	\$1,070,000											
109. JEFFREY L. LANE, LANE NONA	\$1,070,000	\$1,070,000											
110. CLASSROOM LAB BUILDING, LANE NONA	\$1,070,000	\$1,070,000											
111. LIFE SCIENCE INCUBATOR, LANE NONA	\$1,070,000	\$1,070,000											
112. CLOUTIER CENTER HOUSING	\$1,070,000	\$1,070,000											
113. JENNIFER COMPLEX MULTI-PURPOSE BUILDING	\$1,070,000	\$1,070,000											
114. BROOKSTONE NETWORKS STADIUM EXPANSION - STADIUM	\$1,070,000	\$1,070,000											
115. TRACK & SOCCER STADIUM	\$1,070,000	\$1,070,000											
116. TRACK & SOCCER CLUB HOUSE	\$1,070,000	\$1,070,000											
117. JENNIFER COMPLEX	\$1,070,000	\$1,070,000											
118. EXPANSION OF JAY BERGHMAN FIELD PHASE II	\$1,070,000	\$1,070,000											
119. WAYNE DENNIS SPORTS CENTER EXPANSION	\$1,070,000	\$1,070,000											
120. SOFTBALL PRACTICE FIELD	\$1,070,000	\$1,070,000											
121. ATHLETIC PRACTICE FIELD	\$1,070,												



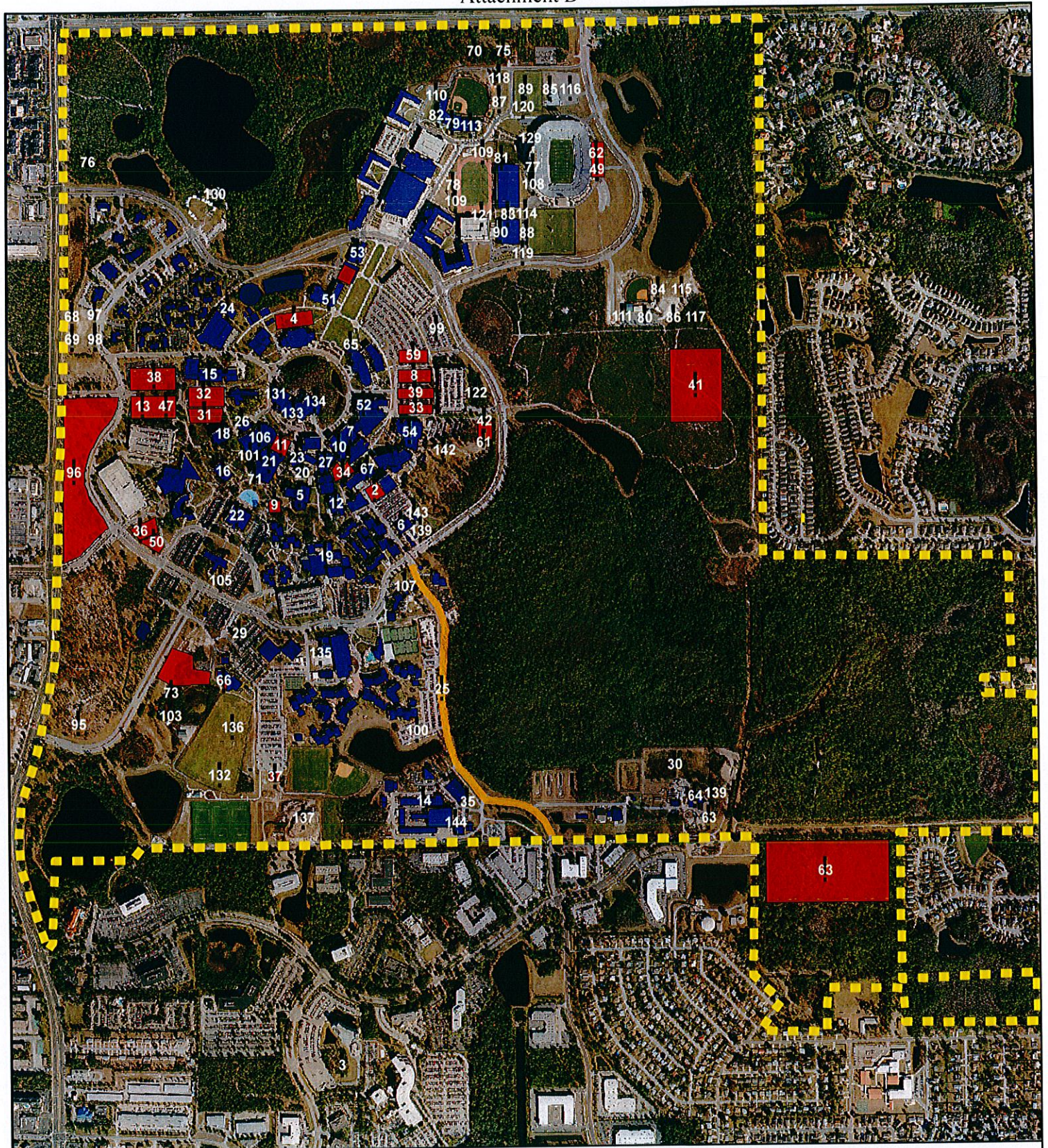


Figure 3-1  
**Urban Design and Capital Improvements**

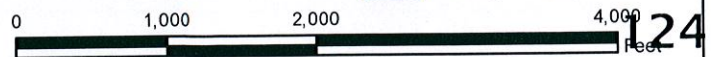
Comprehensive Master Plan Update  
**University of Central Florida**  
 Orlando, Florida  
 2010-2020

#### Legend

- ! Capital Improvements List
- Boundary
- Proposed Building Sites
- Proposed Road Widening
- Existing Buildings

All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Rev. 20130918





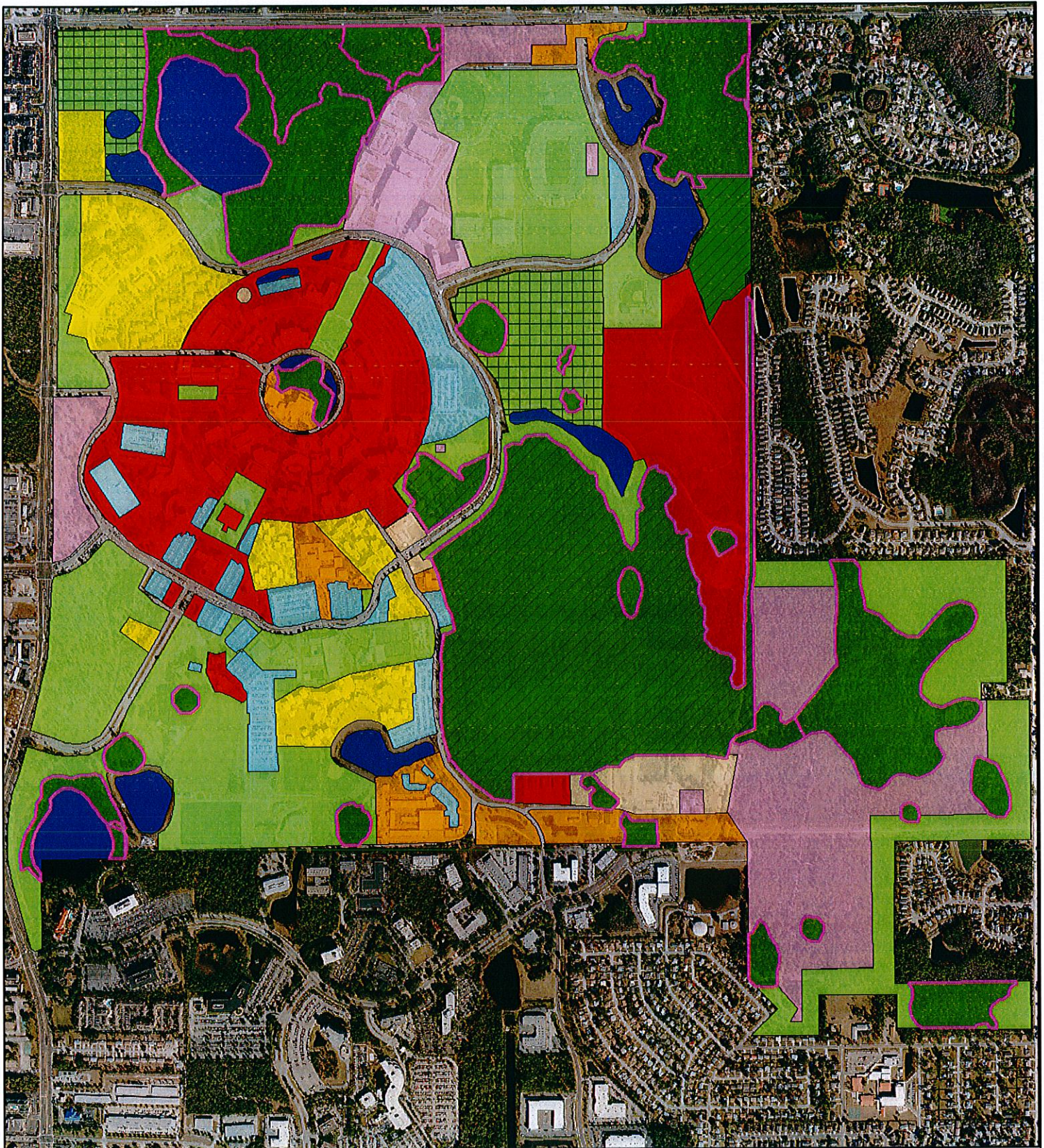


Figure 4-1  
**Future Land Use**

Comprehensive Master Plan Update  
**University of Central Florida**  
 Orlando, Florida  
 2010-2020

**Legend**

Parking	Utility	Residential
Support	Conservation (wetland)	Recreation/Open Space
Academic/Research	Conservation (upland)	Mixed Use
Lakes	Conservation Easements	

0 1,000 2,000 4,000



All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Rev 20130916



**University of Central Florida  
Board of Trustees**

**SUBJECT:** Minor Amendment to 2010 Campus Master Plan – Greenhouse Building

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approve a minor amendment to the University of Central Florida Campus Master Plan to construct a 1,000 square foot greenhouse in the Arboretum to replace a damaged former greenhouse.

**BACKGROUND INFORMATION**

The purpose of the proposed amendment is to change the classification for this facility from “Recreation and Open Space” to “Mixed Use” and to include the facility in the Capital Improvements, Recreation and Open Space, Urban Design and Future Land Use Elements of the 2010 Campus Master Plan. The Arboretum is proposing to build a glass greenhouse near Parking Lot C2 in a site previously permitted for greenhouse construction. The proposed structure will replace the former classic Stockard Conservatory greenhouse, which was damaged by the 2004 hurricanes. The new structure will be a 25’ x 40’ classic greenhouse with 12’ roof clearance, built to existing codes. The multi-use structure will support education, research, and outreach functions in the Arboretum and Biology Department, and it will provide space for nursery propagation for the Arboretum and Department of Landscape and Natural Resources. Prior to construction, the university will obtain approval from Orange County.

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**Supporting documentation:**

Memorandum from Maria Yebra-Teimouri (Attachment A)  
Project Location (Attachment B)  
Capital Improvements List (Attachment C)  
Urban Design Map (Attachment D)  
Future Land Use Map (Attachment E)  
Recreation and Open Space (Attachment F)

**Prepared by:** W. Scott Cole, Vice President and General Counsel

**Submitted by:** William F. Merck II, Vice President for Administration and Finance  
and Chief Financial Officer

**MEMORANDUM**

**TO:** Scott Cole, Vice President and General Counsel  
**FROM:** Maria Yebra-Teimouri, Coordinator, Facilities Planning  
**SUBJECT:** Minor Amendment to 2010 Campus Master Plan  
**DATE:** November 14, 2013

---

The University of Central Florida proposes a minor amendment to its 2010 Campus Master Plan to amend the Capital Improvements, Urban Design, Recreation and Open Space and Future Land Use Elements by replacing the existing Stockard Conservatory greenhouse with 1,000 gross square feet of Mixed Use Space to house a new classic glass greenhouse. The proposed location for this facility is in the Arboretum near Parking Lot C2 in a site previously permitted for greenhouse construction.

Please find below an analysis of the statutory thresholds and university responses that reflect the nature of the amendment request as a minor amendment. The thresholds are referenced under section 1013.30(9), F.S.

An amendment to a campus master plan must be reviewed and adopted under subsections (6)-(8) if such amendment, alone or in conjunction with other amendments, would:

- (a) Increase density or intensity of use of land on the campus by more than ten percent;

University Response: The replacement glass greenhouse is similar in size and gross square footage to the former structure it replaces therefore it does not increase the density or intensity of use of land on campus.

- (b) Decrease the amount of natural areas, open space, or buffers on the campus by more than ten percent:

University Response: The proposed amendment will have no impact on natural areas and will have a negligible impact on open space or buffers due to the relatively small size of the structure and the fact there was previously a similar structure at the same site location.



## Attachment A

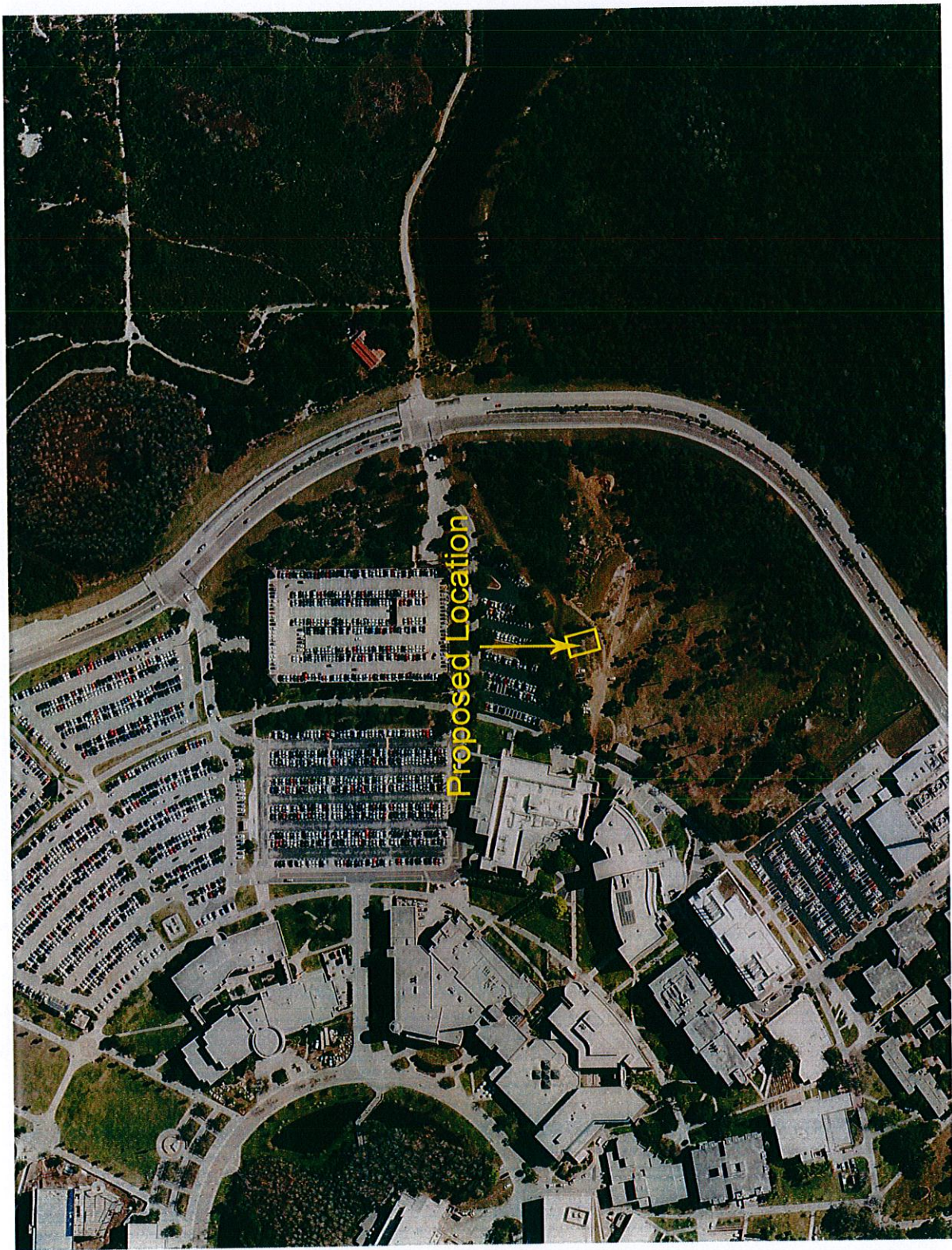
- (c) Rearrange land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the county, the host local government, or any affected local government.

University Response: The proposed facility will have a minimal impact and will not generate an increase in capacity on any proposed campus development, road, or public facility by greater than ten percent. It does not add employees or staff but rather acts as support of education and research for existing programs within the Arboretum, Biology Department, and Department of Landscape and Natural Resources. These diverse support functions already in place are the reason for changing the land use classification from Recreation and Open Space to Mixed Use.

In summary, the proposed land use change does not exceed the amendment threshold criteria in 1013.30 (9), F.S. and may therefore be treated as a minor amendment.

Thank you for your time and attention to this matter. If you require additional information, please contact me at (407) 823-3893.







## Attachment C

[illegible]

Funding source denotes probable building completion year.  
Projects in green denote projects planned off campus.  
Projects in blue denote renovation or fix/remodeling projects.



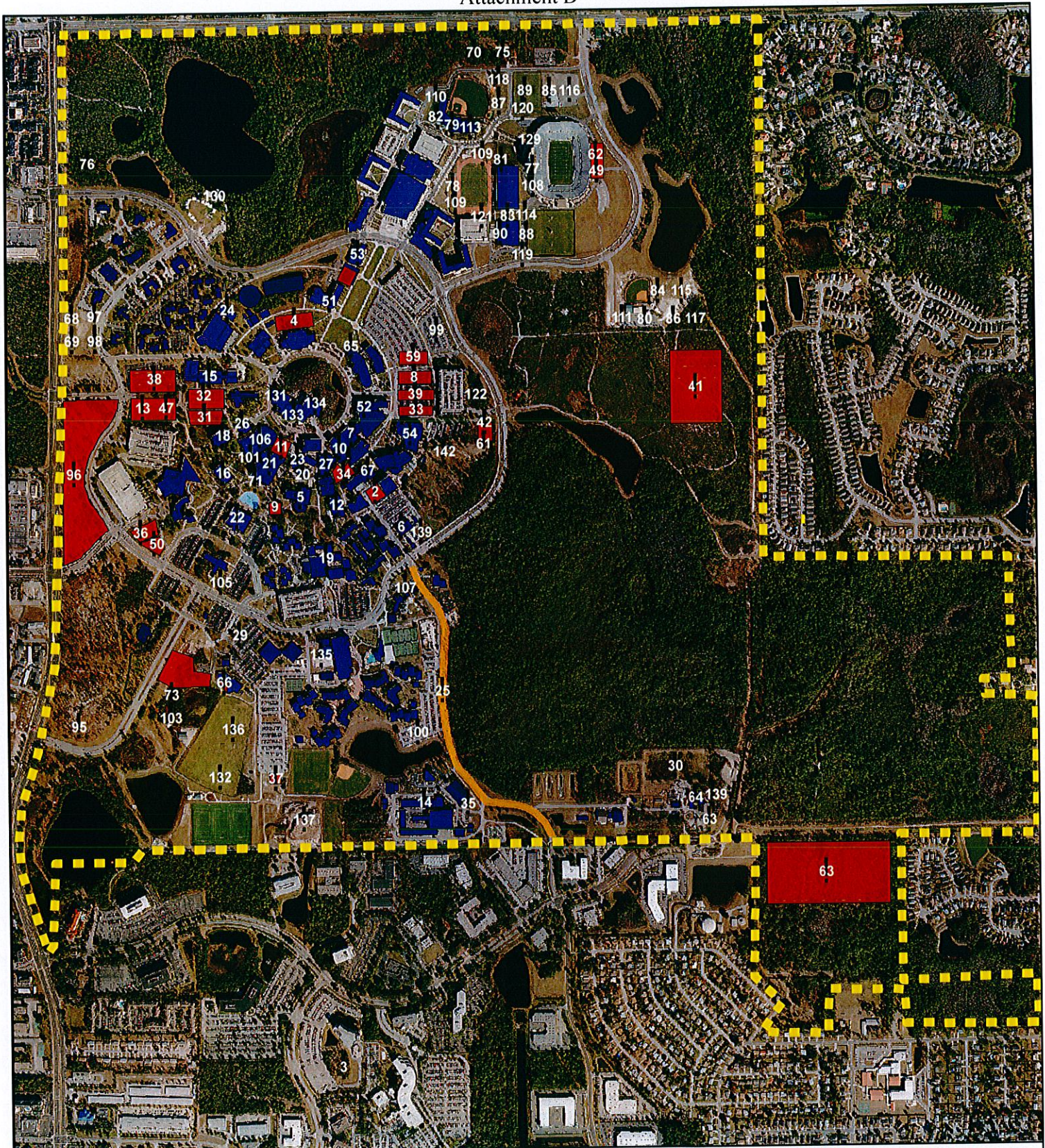
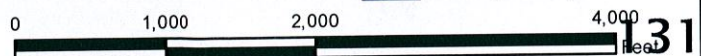


Figure 3-1  
Urban Design and Capital Improvements

Comprehensive Master Plan Update  
**University of Central Florida**  
Orlando, Florida  
2010-2020

All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Rev. 20130911



#### Legend

- ! Capital Improvements List
- Boundary
- Proposed Building Sites
- Proposed Road Widening
- Existing Buildings



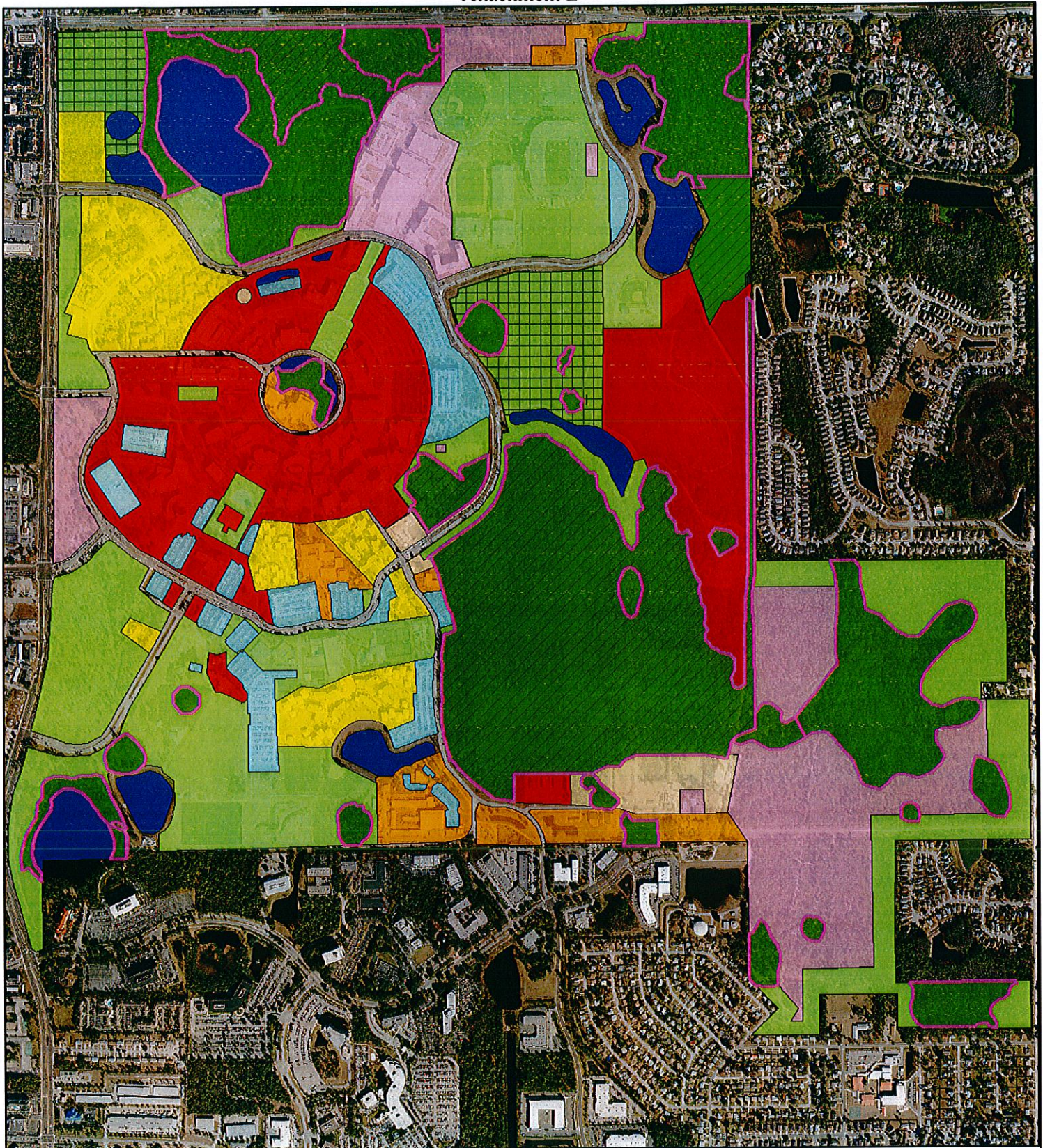


Figure 4-1  
**Future Land Use**

Comprehensive Master Plan Update  
**University of Central Florida**  
 Orlando, Florida  
 2010-2020

**Legend**

Parking	Utility	Residential
Support	Conservation (wetland)	Recreation/Open Space
Academic/Research	Conservation (upland)	Mixed Use
Lakes	Conservation Easements	

0 1,000 2,000 4,000



All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Rev 20130911



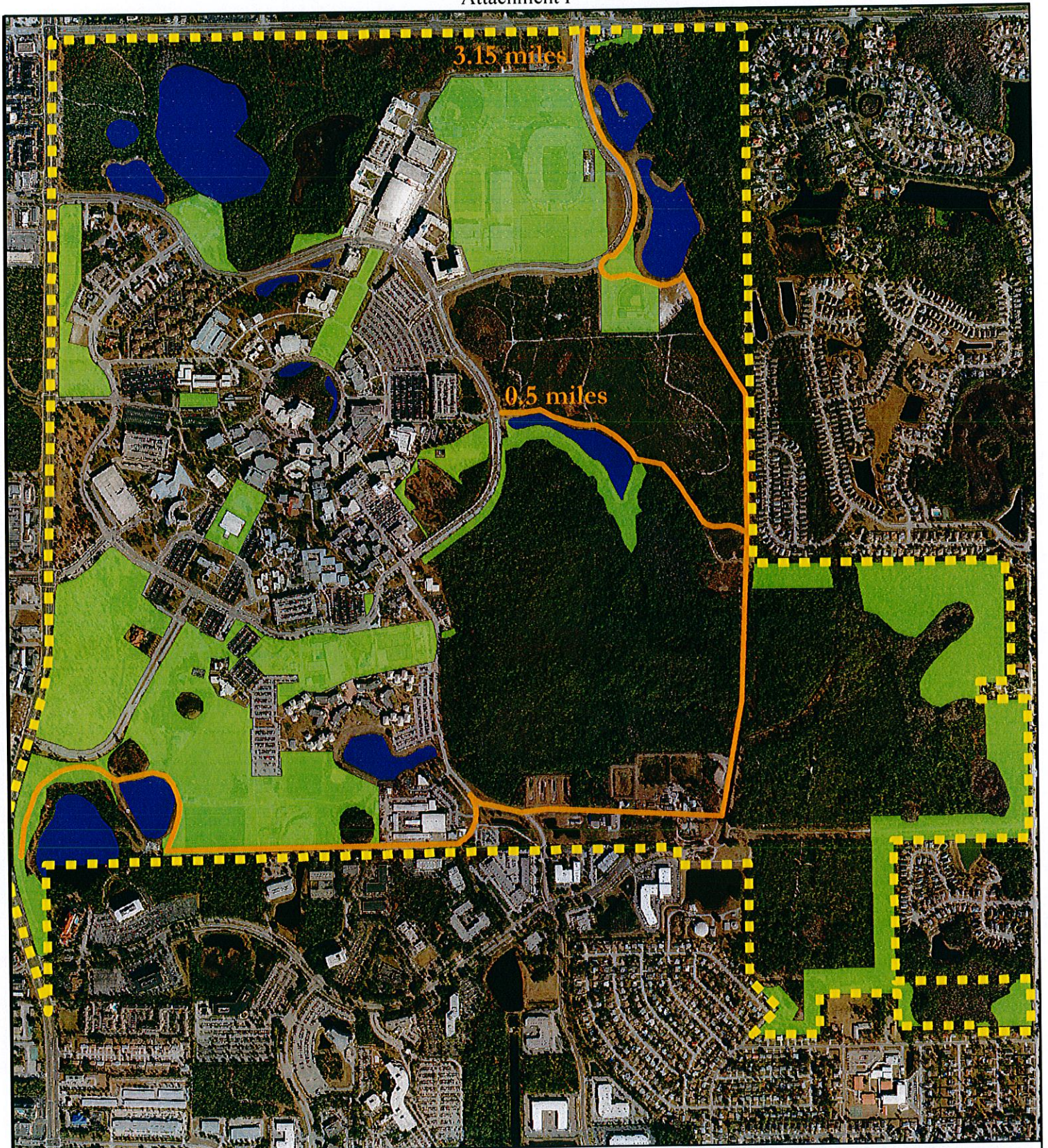


Figure 8-1

## Recreation and Open Space

Comprehensive Master Plan Update  
**University of Central Florida**  
 Orlando, Florida  
 2010-2020

### Legend

- Recreation and Open Space
- Lakes
- Boundary
- Proposed Little Econ Greenway Trail

All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

Rev 20130911





**University of Central Florida  
Board of Trustees**

**SUBJECT:** Renewal of Capital Projects Line of Credit for UCFAA

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approval of new terms for UCFAA continuing line of credit with Fifth Third Bank.

**BACKGROUND INFORMATION**

UCFAA currently has an approximately \$6.7 million line of credit with Fifth Third Bank that is renewed annually. The current renewal negotiations resulted in a reduced interest rate and lower required amortization. State statute limits the pledge of student athletic fees used for debt to 5 percent of the amount of fees. This, along with other collateral, was previously used to secure the line of credit. Under the new terms, all student athletic fees are used as the collateral instead of the 5 percent limit, and no other collateral will be used for security. Because of the changes in the collateral used for the line of credit, the Board of Trustees is requested to approve the renewal with the new terms.

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**Supporting documentation:** None

**Prepared by:** Brad Stricklin, Senior Associate Athletics Director and CFO for UCFAA

**Submitted by:** William F. Merck II, Vice President for Administration and Finance  
and Chief Financial Officer

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Request to Amend Established Market Tuition Rate

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approval of the request to amend established market tuition rate.

**BACKGROUND INFORMATION**

This request is to eliminate the non-resident tuition rate component from the overall tuition rate charged to non-resident students enrolled in the College of Business Administration market tuition rate programs, as follows:

- **Executive and Master in Business Administration degree programs (EMBA)**  
Current tuition rates: \$50,000 for residents; \$80,620 for non-residents  
Proposed tuition rates: \$50,000 for all students
- **Professional Master in Business Administration degree program (PMBA)**  
Current tuition rates: \$41,000 for residents; \$71,621 for non-residents  
Proposed tuition rates: \$41,000 for all students
- **Professional Master of Science in Real Estate degree program (PMRE)**  
Current tuition rates: \$29,500 for residents; \$53,054 for non-residents  
Proposed tuition rates: \$29,500 for all students
- **Professional Master of Science in Management degree program (PMSM)**  
Current tuition rates: \$27,000 for residents; \$50,554 for non-residents  
Proposed tuition rates: \$27,000 for all students

The program fee for residents takes into account the full cost of delivering and administering these graduate educational programs. Thus, there is no need to charge a differential rate.

Since the original proposal was submitted in March 2011, the differential tuition for non-residents has deterred interested non-residents from enrolling in the program, and the competitive climate for MBA degree programs has heightened. Rollins College (a direct competitor), has drastically reduced their EMBA cost from the mid \$70,000s to the mid \$50,000s.

Removing the non-resident tuition rate from the EMBA, PMBA, PMRE, and PMSM degree programs will make them consistent with other market tuition rate programs at UCF, as well as with similar programs offered throughout the state of Florida. Universities in Florida that require minimal or no non-resident tuition for similar market tuition rate programs for non-residents include the University of Florida, Florida Institute of Technology, and Florida State University.

Going forward, increases or decreases in tuition for the EMBA, PMBA, PMRE, and PMSM degree programs will be determined by market forces, competition, reputation, brand identity, and delivery format. Pursuant to the Board of Governors' market tuition rate requirements, tuition will not be increased by more than 15 percent per year.

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**Supporting documentation:** None

**Prepared by:** Diane Z. Chase, Executive Vice Provost

**Submitted by:** Tony G. Waldrop, Provost and Executive Vice President



**University of Central Florida  
Board of Trustees**

**SUBJECT:** 2014-15 Performance Funding Model, Board of Trustees Choice Metric

**DATE:** November 14, 2013

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**PROPOSED BOARD ACTION**

Approval of the 2014-15 Performance Funding Model, Board of Trustees Choice Metric.

**BACKGROUND INFORMATION**

In 2013-14, the Florida Senate designated three performance-based funding metrics approved in SB 1076. The legislature allocated \$20 million for this initiative. The Florida Board of Governors approved the 2013-14 university allocations at its September 2013 meeting.

In 2014-15, the Florida Board of Governors is requesting \$50 million to be allocated using 10 metrics. The new metrics are designed to align with the SUS Strategic Plan goals, reward excellence or improvement, and support the initiatives that are most critical to students and the state. The 10 metrics include:

- eight metrics common to all universities (incorporating the three metrics used in 2013-14),
- one metric selected by the Board of Governors, and
- one metric selected by the university Board of Trustees.

President Hitt recommends the use of “Total Bachelor’s Degrees Awarded Annually” as the UCF Board of Trustees Choice Metric for 2014-15.

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**Supporting documentation:** State University System, \$20 Million Performance Funding Model; September 11, 2013, Performance Funding Model; and Total Bachelor’s Degrees Awarded Annually, 2013-14 Forecast

**Prepared by:** Diane Chase, Executive Vice Provost and M. Paige Borden, Assistant Vice President for Institutional Knowledge Management

**Submitted by:** Tony Waldrop, Provost and Executive Vice President

State University System  
Performance Funding Model - \$20 M

	Metric 1			Metric 2			Metric 3			Total Score	%	Allocation
	Percent of Bachelor's Graduates Employed and/or Continuing their Education Further 1 Year After Graduation			Median Average Full-Time Wages of Undergraduates Employed in Florida 1 Year After Graduation			Average Cost per Undergraduate to the Institution					
	3	2	1	3	2	1	3	2	1			
Benchmarks	75%	65%	55%	\$40,000	\$30,000	\$20,000	\$20,000	\$25,000	\$30,000			
	Score			Score			Score					
FAMU	63%	1		\$28,864	1		\$37,071	0		2	4%	\$869,565
FAU	69%	2		\$34,808	2		\$33,117	0		4	9%	\$1,739,130
FGCU	70%	2		\$32,996	2		\$29,792	1		5	11%	\$2,173,913
FIU	68%	2		\$35,264	2		\$26,791	1		5	11%	\$2,173,913
FSU	63%	1		\$30,396	2		\$24,902	2		5	11%	\$2,173,913
NCF	49%	0		\$22,366	1		\$74,832	0		1	2%	\$434,783
UCF	69%	2		\$33,428	2		\$20,281	2		6	13%	\$2,608,696
UF	63%	1		\$32,176	2		\$25,028	1		4	9%	\$1,739,130
UNF	71%	2		\$33,264	2		\$28,562	1		5	11%	\$2,173,913
USF	69%	2		\$33,466	2		\$23,276	2		6	13%	\$2,608,696
UWF	60%	1		\$30,688	2		\$30,679	0		3	7%	\$1,304,348
										46	100%	\$ 20,000,000

**Notes:**

Metric 1: Students who are both employed and continuing their education are only counted once. We will only count students as employed if they are not continuing their education and their wages are above the minimum wage threshold. Students who do not have a valid social security number are excluded. Board staff are in discussions with Department of Economic Opportunity staff about the possibility of adding non-Florida employment data (from WRSIS2) to this metric for future evaluation.

Metric 2: This metric is based on annualized Unemployment Insurance (UI) wage data from the fourth fiscal quarter after graduation for bachelor's recipients. UI wage data does not include individuals who are self-employed, employed out of state, employed by the military or federal government, or those without a valid social security number, or making less than minimum wage.

Metric 3: This metric is based on undergraduate expenditures and credit hours from the SUS Expenditure Analysis report for 2011-12, 2010-11, 2009-10, and 2008-09. Total undergraduate expenditures are divided by total fundable student credit hours to create a cost per credit hour for each year. This cost per credit hour for each year is multiplied by 30 (120 credit hours is the standard catalog number) to derive a 4-year average cost per undergraduate degree.



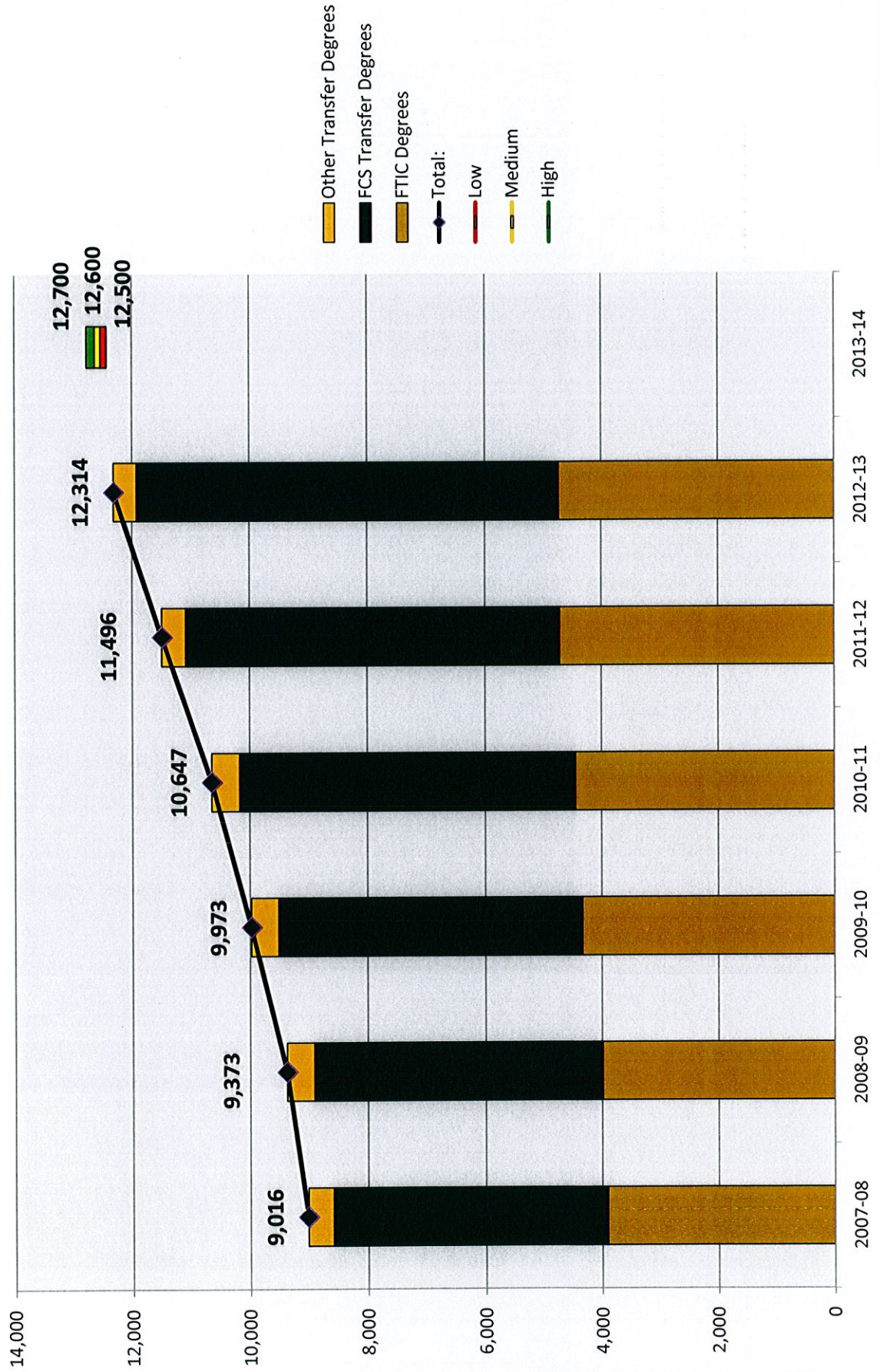


# Performance Funding Model (September 11, 2013)

	Points	EXCELLENCE (Achieving System Goals)			IMPROVEMENT (Recognizing Annual Improvement)		
		3	2	1	3	2	1
Key Metrics Common to All Universities Plus 2 Institution Specific Metrics							
1	Percent of Bachelor's Graduates Employed and/or Continuing their Education Further 1 Yr after Graduation	75%	65%	55%	3%	2%	1%
2	Median Average Full-time Wages of Undergraduates Employed in Florida 1 Yr after Graduation	\$40,000	\$30,000	\$20,000	3%	2%	1%
3	Average Cost per Undergraduate Degree to the Institution	\$20,000	\$25,000	\$30,000	3%	2%	1%
4	Six Year Graduation Rate Full-time and Part-time FTIC	70%	65%	60%	3%	2%	1%
5	Academic Progress Rate 2nd Year Retention with GPA Above 2.0	90%	85%	80%	3%	2%	1%
6	Bachelor's Degrees Awarded in Areas of Strategic Emphasis (includes STEM)	50%	40%	30%	3%	2%	1%
7	University Access Rate Percent of Undergraduates with a Pell-grant	75%	70%	65%	3%	2%	1%
8	Master's Degrees Awarded in Areas of Strategic Emphasis (includes STEM)	50%	40%	30%	3%	2%	1%
Institution-Specific Metrics							
9	Board of Governors choice (metrics chosen Sept. 12, 2013)	TBD	TBD	TBD	TBD	TBD	TBD
10	UBOTs choice – Bachelor's Degrees Awarded Annually	12,700	12,600	12,500	3%	2%	1%



# Total Bachelor's Degrees Awarded Annually 2013-14 Forecast



**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Report on the Assessment of the President's Performance and  
Recommendation for Compensation

**DATE:** November 14, 2013

---

**PROPOSED BOARD ACTION**

Approve the Compensation and Labor Committee's report on the assessment of the president's performance and its recommendation for compensation.

**BACKGROUND INFORMATION**

On November 30, 2004, the Presidential Performance and Compensation Review Policy was approved by the University of Central Florida Board of Trustees. This policy provides for the review of the president's performance and compensation on an annual basis by the board.

In addition, the charter of the Compensation and Labor Committee, approved by the board on March 19, 2009, states that the committee will submit an annual recommendation to the board for the president's performance and compensation.

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**Supporting documentation:** 2012-13 Compensation and Labor Committee Report and Recommendations

**Prepared by:** Mark Roberts, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

## **2012-13 Compensation and Labor Committee Report and Recommendations**

### **UCF Board of Trustees**

The Compensation and Labor Committee met on October 23, 2013, to review the university's accomplishment of goals established by the Board of Trustees, discuss new long-term goals with the president for 2013-16, review the president's performance, and consider recommendations for his compensation.

The Board of Trustees' Performance and Compensation Review Policy requires an annual assessment of the president's performance. The Board of Trustees' Compensation and Labor Committee is responsible for conducting this annual assessment. Each trustee was interviewed by Mark Roberts, chief human resources officer, utilizing assessment questions that were distributed to each trustee in advance. The eight categories assessed were administrative leadership, budget and finance, external relations, academic leadership, medical affairs, fund-raising, relationship with the board and vision, and personal characteristics. In addition, an overall assessment is required for the president's stewardship of UCF over the 2012-13 fiscal year. The assessment levels are defined as unsatisfactory, conditional, satisfactory, above satisfactory, and outstanding.

The assessment by the trustees was very positive. President Hitt was rated highest in the categories of administrative leadership, medical affairs, relationship with the board and vision, and personal characteristics. The president received a majority of trustee assessments as outstanding in all categories except for fund-raising, which was assessed at above satisfactory. During this review, the president received no trustee ratings below satisfactory.

The trustees believe the president has done an outstanding job during very challenging times. It is clear that there is a healthy relationship between the president and the board as evidenced by the outstanding ratings he received. In addition, the trustees recognize that he has a very qualified and responsive team of successful leaders in place that work well together. The trustees praised the president's comprehensive knowledge of details involving complex issues, regardless of the topic. He is engaged, forthright, and demonstrates his leadership positively inside and outside UCF, while constantly in search of new ideas that could improve UCF. He is widely respected in the community, state, and nation. Several trustees expressed the sentiment that they feel fortunate to have had the president leading UCF for the past 21 years. The president is consistently named as a key player in the growth and recognition of UCF and the region. As one trustee put it, "UCF and Central Florida are extremely fortunate to have a president of his character and ability." As another trustee summarized, "looking back over the president's 21-year career, he has positioned us for success in all respects."

Trustee Calvet contacted Dean Colson, current chair of the Board of Governors, and received his evaluation of the president's performance. Dean Colson's assessment is that President Hitt has served the State University System in an outstanding fashion for over two decades. He said that the president is an asset to the State University System and works earnestly and professionally to provide researched, insightful responses whenever he is called upon to do so. Chair Colson concluded that he has earned the respect of the Board of Governors and the chancellor many times over.

Trustees do see room for improvement in the fund-raising area. A common theme from the trustees was that they feel UCF could be doing better. More focus and emphasis on fund-raising from the president was requested by several trustees. Due to the reduction in state funding in recent years and in the foreseeable future, fund-raising is considered one essential component of developing a solution to UCF's fiscal challenges.

In summary, the committee endorses the president's annual assessment and commends the president on his stellar performance. An annual assessment of the president's base compensation was also conducted in accordance with the Board of Trustees' Performance and Compensation Review Policy. Given the current economic conditions, the committee recommends the 2013-14 salary at the current level. However, the committee does recommend that the president's performance incentive award for the next three-year cycle be increased by 4 percent, if the goals approved by the board are achieved during 2013-16.

The committee recommends your approval of the assessment of the president as outstanding. The committee recommends the president's 2013-14 salary at the current level.

Prepared by: Mark Roberts, Associate Vice President and Chief Human Resources Officer

Submitted by: John Sprouls, Chair of the Compensation and Labor Committee

10-23-2013