



Office of the President

**REVISED**  
University of Central Florida  
Board of Trustees Meeting  
November 19, 2015  
NorthView  
3925 Lockwood Blvd., Oviedo, FL 32765  
Agenda  
9:00 a.m. – 3:00 p.m.  
Deli Breakfast 8:30 a.m.  
Lunch 12:00 p.m.  
800-442-5794, passcode, 463796

**COMMITTEE MEETINGS**

9:00 – 9:30 a.m.	Compensation and Labor, John Sprouls, Chair
9:30 – 10:00 a.m.	Advancement, Clarence Brown, Chair
10:00 – 10:15 a.m.	Nominating and Governance, Olga Calvet, Chair
10:15 – 11:00 a.m.	Educational Programs, Robert Garvy, Chair
11:00 a.m. – 12:00 p.m.	Finance and Facilities, Alex Martins, Chair

**BOARD MEETING**

	1:00 – 3:00 p.m.
1. Welcome and call to order	Marcos Marchena, Chairman
2. Roll call	Rick Schell, Associate Corporate Secretary
3. Public comment	Rick Schell
4. Minutes of September 24, 2015, and November 2, 2015, meetings	Chairman Marchena
5. Remarks and introductions	John C. Hitt, President
6. INFO-1 Report on Tenure	Dale Whittaker, Provost and Executive Vice President
7. Advancement Committee report	Chair Brown

**Board of Trustees Meeting - Agenda**

- |     |   |   |
|-----|---|---|
| 8.  | Audit, Operations Review,<br>Compliance, and Ethics<br>Committee report | Chair Seay  |
| 9.  | Compensation and Labor Ad hoc<br>Committee report                       | Chair Sprouls   |
|     | CL-1      Approval  | Presidential Evaluation Report (Sprouls)                          |
|     | CL-2      Approval  | Presidential Compensation Review and<br>Recommendations (Sprouls) |
| 10. | Educational Programs Committee<br>report                                | Chair Garvy   |
|     | INFO-2      UCF Downtown<br>Update                                      | Provost Whittaker   |
| 11. | Finance and Facilities Committee<br>report                              | Chair Martins   |
|     | FF-1      Approval  | 2016-17 Tuition and Fees (Merck)                                  |
|     | FF-2      Approval  | Boutique Hotel (Merck)  |
|     | FF-3      Approval  | Campus Food Service Agreement (Merck)                             |
| 12. | Nominating and Governance<br>Committee report                           | Chair Calvet  |
| 13. | Strategic Planning Committee<br>report                                  | Chair Florez  |
| 14. | Information   | Chairman Marchena   |
|     | INFO-3      2014-15 President's<br>Annual Report                        | Chair Sprouls   |
| 15. | Consent Agenda  |   |
|     | AUD-1      Approval   | Revision of Internal Audit Charter (Seay)                         |
|     | AUD-2      Approval   | Internal Compliance, Ethics, and Risk Charter<br>(Seay)           |
|     | CL-3      Approval  | 2012-15 Performance Unit Plan Goal<br>Accomplishments (Sprouls)   |
|     | CL-4      Approval  | 2012-15 Performance Unit Plan Payments<br>(Sprouls)               |

**Board of Trustees Meeting - Agenda**

- |      |                               |   |
|------|-------------------------------|---|
| CL-5 | Approval                      | 2015-18 Performance Unit Incentive Measures and Goals (Sprouls)   |
| CL-6 | Approval                      | 2015-18 Performance Unit Plan Awards (Sprouls)  |
| CL-7 | Approval                      | Collective Bargaining Agreement Between the University Of Central Florida Board of Trustees and the United Faculty of Florida (Sprouls)                       |
| EP-1 | Concurrence                   | Conferral of Degrees (Whittaker)  |
| EP-2 | Approval                      | 2015-16 Tenure with Hire (Whittaker)  |
| EP-3 | Approval                      | Amendment to University Regulation UCF-9.002 Tuition Remission for Graduate Assistants and Fellows (Cole)   |
| EP-4 | Approval                      | New University Regulation UCF-2.036 College Credit for Nontraditional Courses, Including Short Courses and Online Courses, Prior to Initial Enrollment (Cole) |
| FF-4 | Approval                      | Revisions to Florida Solar Energy Center Rules 6C7-8.007 and 6C7-8.010 and Repeal of Rule 6C7-8.008 (Merck)   |
| FF-5 | Approval                      | Broadband Spectrum Incentive Auction (Merck and Heston)   |
| NG-1 | Approval                      | John Skipper, Doctor of Humane Letters (Calvet)   |
| 16.  | New business                  | Chairman Marchena   |
| 17.  | Announcements and adjournment | Chairman Marchena   |

Upcoming meetings and events:

- |                             |   |
|-----------------------------|---|
| Strategic Planning Workshop | November 23<br>(Conference call)                  |
| Commencement                | December 18-19<br>(CFE Arena)                     |
| Strategic Planning Workshop | January 12, 2016<br>(FAIRWINDS Alumni Center)     |
| Board of Governors meeting  | January 20-21, 2016<br>(Florida State University) |

**Board of Trustees Meeting - Agenda**

Board of Trustees meeting

January 29, 2016  
(*FAIRWINDS* Alumni Center)



**Minutes  
Board of Trustees Meeting  
University of Central Florida  
September 24, 2015**

Chairman Marcos Marchena called the meeting of the Board of Trustees to order at 1:00 p.m. in the *Fairwinds* Alumni Center on the UCF Orlando campus.

The following board members attended the meeting: Chairman Marcos Marchena, Trustees Clarence Brown, Alan Florez, Robert Garvy, Keith Koons, Alex Martins, Beverly Seay, John Sprouls, William Yeargin, and Cait Zona. Trustee Ray Gilley attended via teleconference.

**WELCOME**

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

He welcomed the board members and called on Rick Schell, Associate Corporate Secretary, to call the roll. Schell determined that a quorum was present.

Marchena called for approval of the July 23, 2015, meeting minutes, which were approved.

Marchena called on President John C. Hitt for remarks and introductions.

**REMARKS**

Hitt announced two trustees were leaving the board. Hitt thanked Trustee Jim Atchison for his five years of service as a member of the board and presented him with a certificate.

Hitt welcomed new board member, Trustee Bill Yeargin, president and CEO of Correct Craft and presented him with a gold UCF Pegasus pin.

Hitt congratulated Dr. Joel Hartman, a 20-year University of Central Florida professional, on his promotion to vice president for information technologies and resources. Hitt noted that Hartman will continue to oversee UCF's library, computing, networking, telecommunications, media services, and distributed-learning activities, and he will now also supervise the Department of Space Planning, Analysis, and Administration.

Hitt announced that Amy Swinford will leave as the charter staff member to our board of trustees after 14 years of service. Hitt stated Swinford will remain a member of the of the President's office. Hitt and Marchena thanked Amy for her contributions to the board and presented her with a certificate.

Hitt introduced and welcomed Cindy Hawks, who has assumed Amy Swinford's position working with the board.

Hitt stated that UCF's success was featured in an article that appeared in the *Washington Post*. The article begins:

*A small state school launched here in the 1960s to develop employees for the space program has morphed into one of the nation's largest universities, using accessible admission policies and online instruction to fuel extraordinary growth in an era when many public universities face fiscal uncertainty.*

Hitt noted that the article was included in the trustees' FYI meeting materials.

Hitt stated that according to *U.S. News & World Report's* "Best Colleges 2016 Guide," UCF ranks with Harvard, MIT, Stanford, and Duke among the most innovative universities in the country. UCF was tied with Georgia Tech and the University of Southern California as the 13th "Most Innovative School."

Hitt announced that Valencia College president Sandy Shugart and he were named two of the ten most innovative college presidents in America, according to *Washington Monthly's* annual college guide. The guide credits UCF's DirectConnect Program, created in 2005, for keeping our two institutions in the spotlight 10 years later.

Hitt referred the board to the case study *Breaking the Iron Triangle at The University of Central Florida* included in their FYI meeting materials, and asked that they review it at their convenience.

## **INTRODUCTIONS**

Hitt congratulated the following faculty member.

### **A. Faculty**

Dr. Timothy Sellnow, a professor of Human Communications in the Nicholson School of Communication, was selected to receive the National Communication Association's 2015 Gerald M. Phillips Award for Distinguished Applied Communication Scholarship. Only one of these national awards is conferred each year.

Hitt noted the importance of the Board of Governors Trustee Summit on November 4-5 at Florida International University, and he urged the trustees to attend.

## **ADVANCEMENT COMMITTEE REPORT**

Clarence Brown, Chair of the Advancement Committee, reported the highlights from the committee meeting earlier in the day.

- Grant Heston, Vice President for Communications and Marketing, announced that UCF is launching a multi-media branding campaign entitled *Impact* that will include outdoor, radio, online, and print media. The campaign is anticipated to run three to six months and

expects to generate approximately 130 million impressions. The goals of the campaign are to increase UCF's brand awareness and loyalty, and to set the stage for the public launch of UCF's comprehensive campaign. Heston also showed three television commercials that aired during nationally televised UCF football games.

- Michael Morsberger, Vice President for Alumni Relations and Development and Foundation CEO, gave a presentation providing the committee with a comprehensive overview of alumni and development efforts over the past ten years. He also discussed where he and his team are headed as they prepare the public launch of UCF's comprehensive campaign.
- Dr. Dan Holsenbeck, Senior Vice President for University Relations, gave a legislative update, reporting that his team had started their individual meetings and conferences earlier this year due to the regular legislative session beginning in January rather than March. He stated that the top three priorities include proceeding with the plans for UCF downtown, completing the process to acquire the Partnership IV building in Research Park, and continuing to promote the Florida Advanced Manufacturing and Research Center. In addition, Holsenbeck reported on a gun bill that has been introduced into the legislature.

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

John Sprouls, Chair of the Compensation and Labor Ad Hoc Committee, reported highlights from the committee meeting held earlier in the day.

- Shelia Daniels, Interim Associate Vice President and Chief Human Resources Officer, reported on the Collective Bargaining Agreement between the University of Central Florida and the Police Benevolent Association.
- Daniels and Youndy Cook, Deputy General Counsel, reported on the revision to University Regulations UCF-3.026 USPS Sick Leave Pool, and UCF-3.0261 Faculty and A&P Sick Leave Pool.

#### **EDUCATIONAL PROGRAMS COMMITTEE REPORT**

Robert Garvy, Chair of the Educational Programs Committee, reported the highlights from the committee meeting held earlier in the day.

- Dr. Dale Whittaker, Provost and Executive Vice President, gave a report on the 2015 Equity Accountability Program. He provided an update on the Type I Campus proposal for UCF Downtown. Whittaker gave the State University System Annual Status Report on Market Tuition.
- Whittaker reported that UCF set a new record in its fall enrollment with 63,370 students. The average SAT score is 1261 and the average freshman GPA is 4.0. Whittaker stated that Burnett Honors College students have an average SAT score of 1400 and 4.4 GPA. He stated 43% of the UCF student body is minority and 24% is Hispanic.
- Youndy Cook, Deputy General Counsel, reviewed the amendments to Chapter 5 of the university regulations which relate to the student conduct and conduct review processes. They were amended to update the procedures for handling of sexual misconduct cases,

update definitions of bullying and sexual misconduct, and outlined the community reengagement and education development program. Other amendments included changes to the regulations on academic misconduct and academic appeals.

Garvy presented the following item for board approval.

- EP-3 Update to Type I Campus Proposal—A motion was made and unanimously passed by the board approving the update to Type I Proposal to the Board of Governors, State University System of Florida.

#### **FINANCE AND FACILITIES COMMITTEE REPORT**

Alex Martins, Chair of the Finance and Facilities Committee, reported highlights from the committee meeting held earlier in the day and presented the following items for board approval.

- FF-1 Market Tuition Rate Proposals—A motion was made and unanimously passed by the board approving the request to establish market tuition rates.
- FF-2 Refinancing of UCF Stadium Corporation Certificates of Participation Series 2006A and B—A motion was made and unanimously passed by the board approving the UCF Stadium Corporation, formerly known as Golden Knights Corporation's, requesting approval to refinance the outstanding certificates of participation Series 2006A and 2006B.
- FF-3 Acquisition of Partnership IV Facilities from Leidos and Cowperwood—A motion was made and unanimously passed by the board approving the purchase and sale agreements and subsequent acquisition of the property located at 12809 Science Drive, Orlando, Florida, for the Partnership IV facility to further enhance the government modeling and simulation technology expansion, subject to satisfactory due diligence investigation and completed conditions contained within the agreements.

#### **STRATEGIC PLANNING COMMITTEE REPORT**

Alan Florez, Chair of the Strategic Planning Committee, commented that earlier in the year the board approved a strategic planning process to set the university's trajectory for the next 20 years. He restated that the dimensions are value, philosophy, and distinctive impact. Florez noted that between October 26, 2015, and January 12, 2016, a series of meetings and five stakeholders' sessions will occur.



**INFORMATION**

Marchena noted the following informational item.

- INFO-1 Revised Board Committee and Direct Support Organization Assignments
- INFO-2 2016 Revised Finance and Facilities Committee Meeting Dates

**CONSENT AGENDA**

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

- CL-1 Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the Police Benevolent Association—Ratification of a three-year collective bargaining agreement between the University of Central Florida Board of Trustees and the Police Benevolent Association.
- CL-2 Revision to University Regulations UCF-3.026 USPS Sick Leave Pool and UCF-3.0261 Faculty and A&P Sick Leave Pool—Approval of amendments to existing university regulations UCF-3.026 and UCF-3.0261.
- EP-1 2015 Equity Accountability Program—Approval of the 2015 Florida Equity Report.
- EP-2 Amendment to Chapter 5 University Regulations—Approval to amend Chapter university regulations.
- FF-4 Revision to University Regulation UCF-7.130 Administration and Finance; Purchasing—Approval of amendments to existing university regulation UCF 7.130 Administration and Finance; Purchasing.
- FF-5 Minor Amendment to 2015 Campus Master Plan—Laboratory and Environmental Support Facility Expansion—Approval of a minor amendment to the University of Central Florida Campus Master Plan for an expansion of Building 48, the Laboratory and Environmental Support Facility.

**NEW BUSINESS**

Grant Heston, Vice President for Communications and Marketing, reported that the Federal Communications Commission (FCC) allows WUCF to broadcast PBS because our license allows us to own broadband spectrum. He reported that next spring, the FCC is conducting the broadband spectrum auction that is designed to move spectrum from television broadcasters to wireless companies. He showed a video on the broadcast television process incentive auction.

**ANNOUNCEMENTS AND ADJOURNMENT**

Chair Marchena announced the following upcoming meetings:

State of the University Address	September 30 (3:00 p.m. Pegasus Ballroom)
Diversity Breakfast	October 12 (Pegasus Ballroom)
Board of Governors meeting and Trustee Summit	November 4-5 (Florida International University)
Board of Trustees meeting	November 19 (NorthView)

Marchena introduced his assistant, Martha Spradley.

Marchena invited the trustees to join him at the Victory Knight for the trustees' annual photo.

He adjourned the board meeting at 2:21 p.m.

Respectfully submitted: \_\_\_\_\_ Date: \_\_\_\_\_  
John C. Hitt  
Corporate Secretary

**Minutes**  
**Board of Trustees Teleconference Meeting**  
**University of Central Florida**  
**November 2, 2015**

Chairman Marcos Marchena called the teleconference meeting of the Board of Trustees to order at 8:36 a.m. in the President's Boardroom on the UCF Orlando campus.

The following board members attended the meeting via teleconference: Chairman Marcos Marchena, Vice Chair Robert Garvy, Clarence Brown, Olga Calvet, Ray Gilley, Keith Koons, Alex Martins, Beverly Seay, Bill Yeargin, and Cait Zona.

**WELCOME**

Marchena welcomed the board members and called on Rick Schell, Associate Corporate Secretary, to call the roll. Schell noted that a quorum was present.

Marchena called on Scott Cole, Vice President and General Counsel, who reported on the Sixth Amended and Restated Employment Agreement for President Hitt.

CL-1 Sixth Amended and Restated Employment Agreement for President Hitt—A motion was made and unanimously passed by the board approving the Sixth Amended and Restated Employment Agreement for President Hitt.

**ADJOURNMENT**

Marchena adjourned the board meeting at 8:42 a.m.

Respectfully submitted: \_\_\_\_\_ Date: \_\_\_\_\_  
John C. Hitt  
Corporate Secretary

ITEM: INFO-1

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** Report on Tenure

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Information only.

**BACKGROUND INFORMATION**

An informative report on the meaning and value of tenure in higher education and at the University of Central Florida, to include UCF's tenure process and a discussion of national trends.

---

**Supporting documentation:** Attachment A: Report on Tenure presentation

**Prepared by:** Christine Dellert, Assistant Vice President for Strategic Communications and Marketing, Academic Affairs

**Submitted by:** A. Dale Whittaker, Provost and Executive Vice President



Attachment A

# Report on Tenure

Nov. 19, 2015  
UCF Board of Trustees

UNIVERSITY OF CENTRAL FLORIDA



## Defining Tenure

- What is Tenure?
- Source of Tenure
- History of Tenure and Academic Freedom
- AAUP
- 1940 Statement – Tenure and Academic Freedom
- Tenure and Academic Freedom at UCF
- Termination of Tenured Faculty
- Due Process
- Challenging Termination



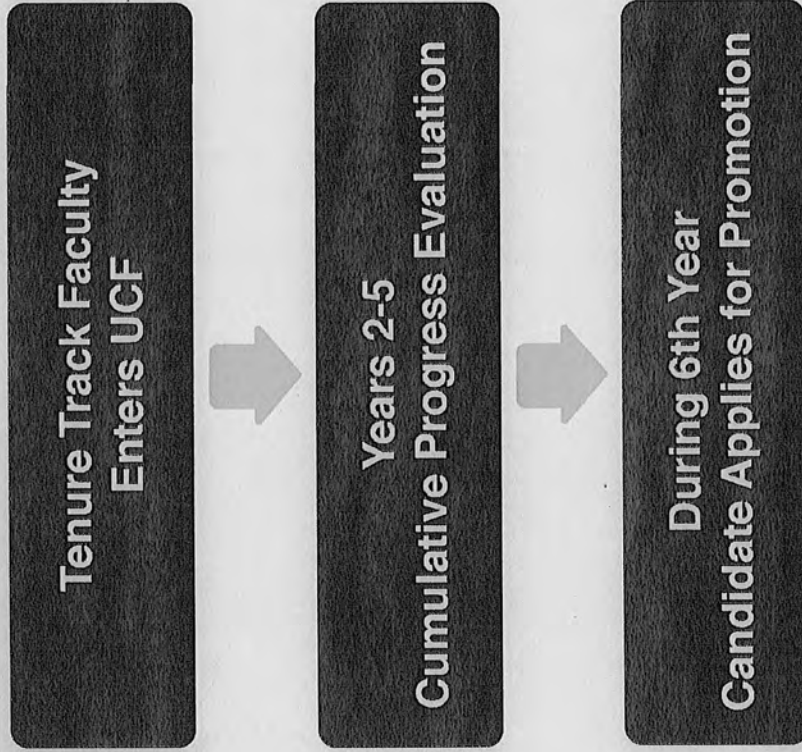
## The Value of Tenure

- Quality of Faculty
- Continuity in Teaching and Research
- Faculty Ownership of Curricula
- Faculty Productivity
- Student Choice





## UCF Tenure Overview



- A faculty member may apply for promotion earlier than the sixth year by choice or because of credit toward tenure awarded at the time of hire.
- The tenure clock can be extended with extenuating circumstances.



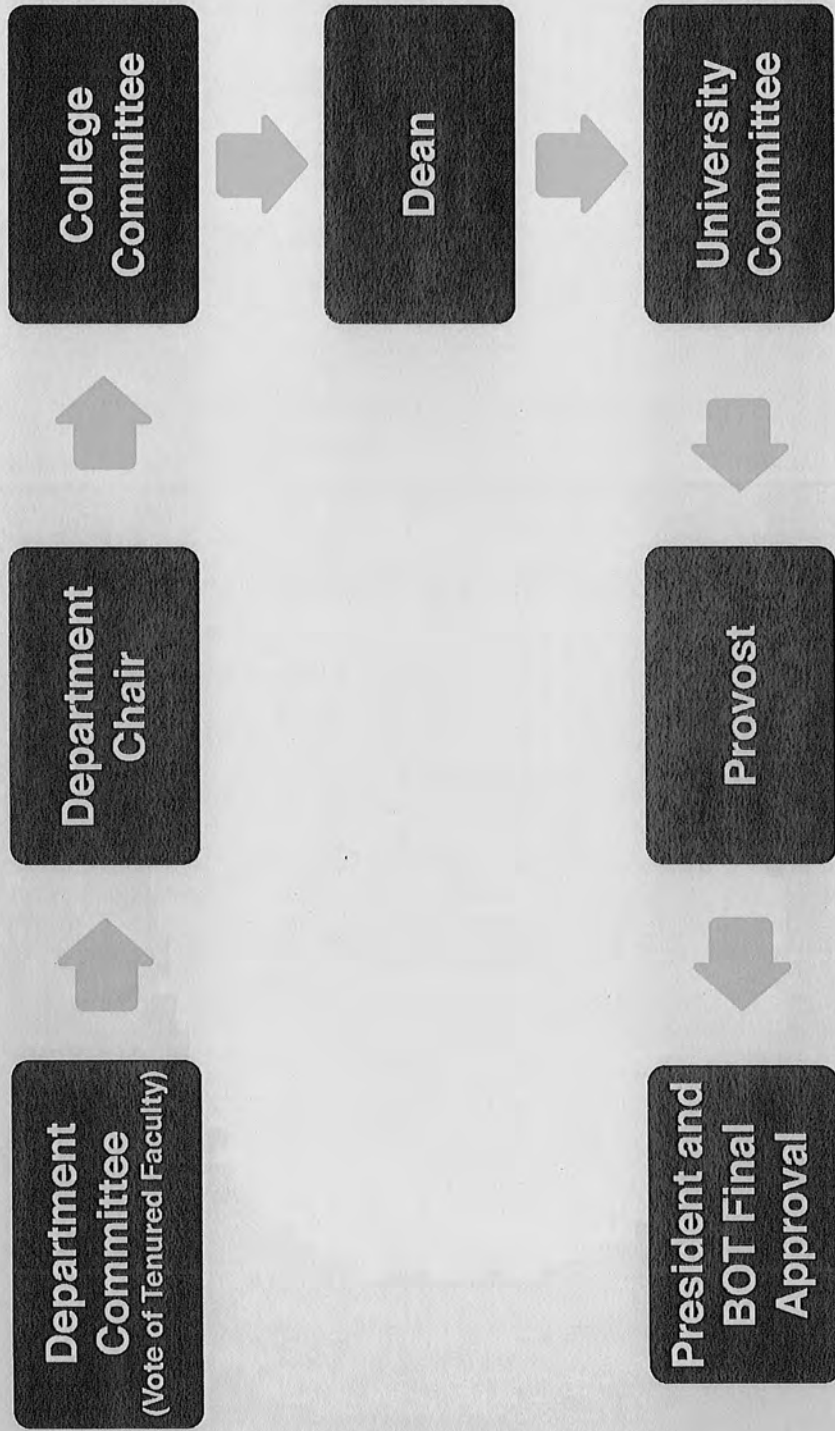


## Criteria for Tenure

- Department tenure criteria require a majority vote of department faculty and approval by the chair and dean.
- College tenure criteria require a majority vote of college faculty and approval by the dean.
- Tenure criteria are reviewed and must obtain approval from the Office of Faculty Excellence before implementation.
- Unless that right is waived by the UFF, approved tenure criteria for in-unit departments must be made available to all in-unit tenure earning faculty for one year, as a requirement of the UCF-UFF Collective Bargaining Agreement.
- Candidates must meet or exceed expectations at the department and college levels. *[Note: Criteria at unit, college, and university levels default to the most specific.]*



# UCF Tenure Evaluation Process





# UCF Tenure Decision

Tenure Decision

Not Tenured



Tenured

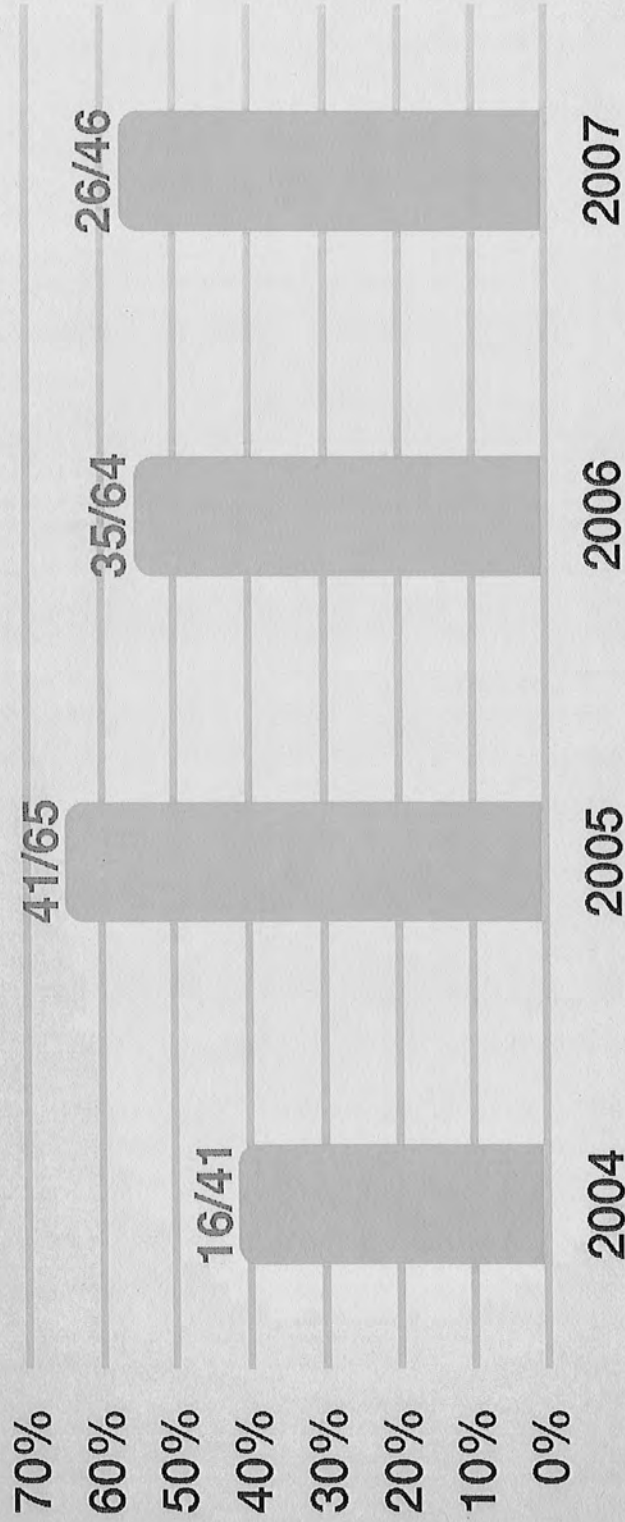
One-Year Non-Renewable  
Contract Issued

Tenured Associate Professor  
Beginning Seventh Year





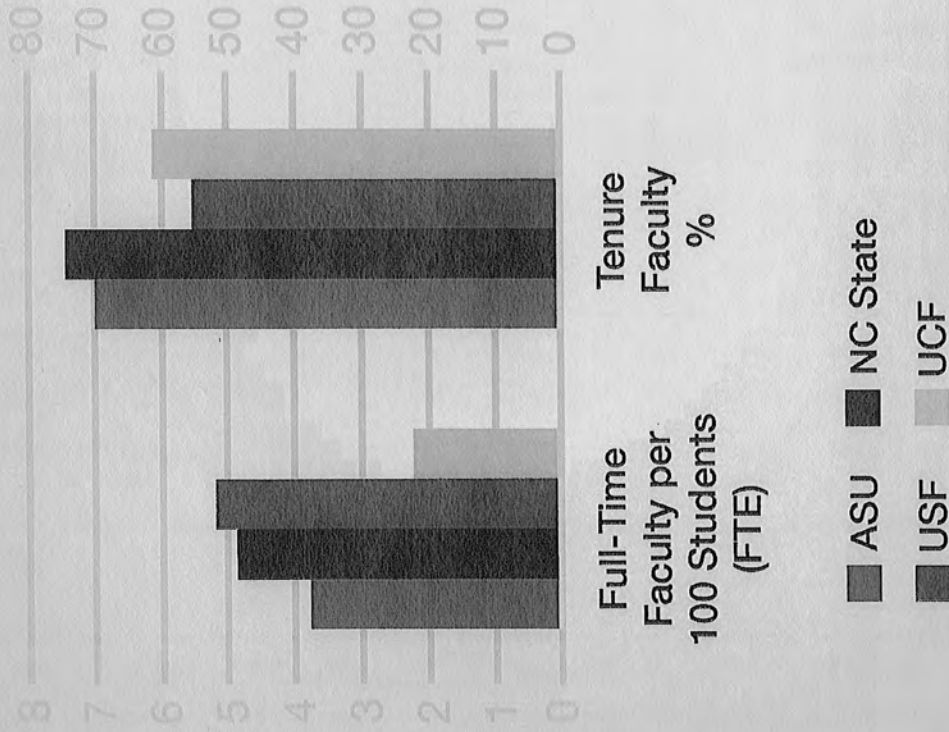
# Percentage of Tenured Faculty



Cohorts who entered tenure-earning process

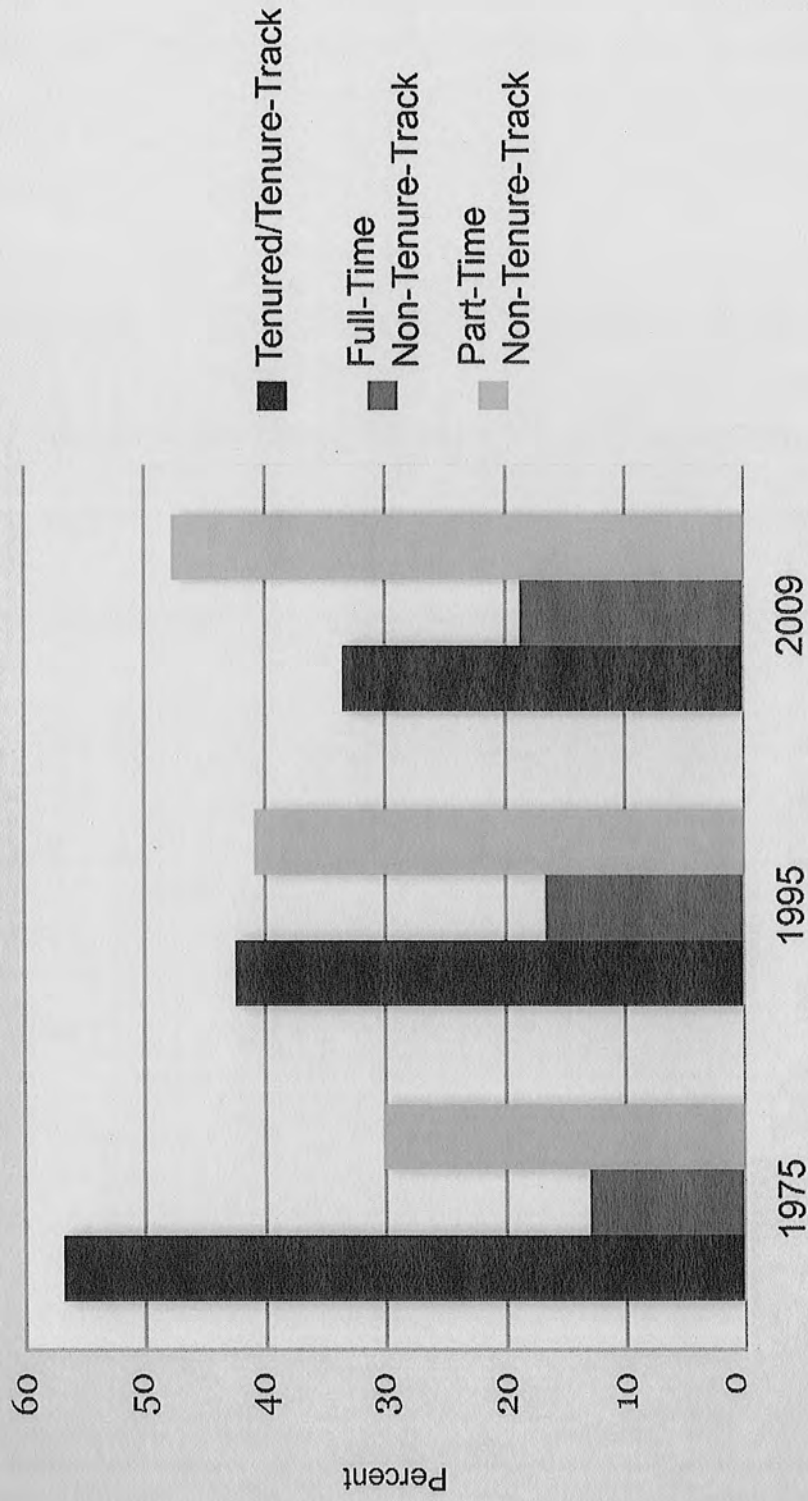
# UCF Faculty Overview

- **1,231** full-time faculty and **662** part-time faculty
- **61%** tenured or tenure-track faculty members
- **41%** women and **26%** minority (full time)
- **259** full-time clinical and research staff





# The Future of Tenure: National Trends



Notes: Data were derived from National Center for Education Statistics Integrated Postsecondary Education Data System surveys.

Source: American Association of University Professors, 2010; American Federation of Teachers Higher Education Data Center, 2010



## The Future of Tenure: UCF

- Increasing tenured and tenure-track faculty members by 25% over the next two years
- Encouraging interdisciplinary collaboration through teaching and research clusters across colleges
- Diversifying our tenure-track faculty and recruiting world-class scholars

ITEM: CL-1

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Presidential Evaluation Report

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Accept the presidential evaluation report submitted by Constantine Curris, Curris Associates, and approve the committee's recommendation for the president's assessment as outstanding.

**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 review of the president's performance and compensation on an annual basis by the board and also at three-year intervals by independent consultants. The comprehensive assessment was last completed in 2012 and is due again in 2015.

In addition, the charter of the Compensation and Labor Committee that was 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.

---

**Supporting documentation:**

Attachment A: University of Central Florida Presidential Evaluation  
submitted by Constantine Curris, Curris Associates

**Prepared by:** Shelia Daniels, Interim Associate Vice President and  
Chief Human Resources Officer

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

## Attachment A

### UNIVERSITY OF CENTRAL FLORIDA PRESIDENTIAL EVALUATION

#### A REPORT TO THE UCF BOARD OF TRUSTEES

September 2015

The University of Central Florida Board of Trustees requested Dr. Constantine (Deno) Curris to conduct a comprehensive evaluation of the leadership performance of President John Hitt with special attention to the three years that had transpired since his last comprehensive presidential evaluation. While it is difficult to segment Dr. Hitt's tenure, which has extended over two decades, into three year periods, this evaluation strives to focus on the period between 2012 and 2015, and to identify the leadership challenges which the President and the University will face in the months ahead.

This comprehensive review was conducted in late August and September 2015 through two visits to the main campus as well as through telephone interviews with state and community leaders, fellow presidents at public universities in Florida and beyond, national higher education officials, and with UCF officials and trustees not available during campus visits. The observations of over 100 individuals (primarily faculty, staff, and students) were noted and incorporated in this review. In addition there was an extensive review of the minutes from recent UCF Board of Trustee meetings, President Hitt's annual reports to the Board and the Board's annual evaluations of the President's performance. The review also considered published documents from the Florida Board of Governors including multi-year "System Summary of University Work Plans," as well as articles and papers covering campus initiatives and journal articles featuring the university and its president.

It is nigh impossible to incorporate in a document such as this the various and often copious sentiments expressed by over 100 interviewees, but a conscientious effort has been made to reflect sentiments expressed in sufficient numbers for the reviewer to conclude that such viewpoints and concerns are held by a substantial portion of the UCF extended family.

While every effort has been made to insure that data are accurate and sentiments fairly assessed and conveyed, apologies are extended for any factual errors. The writer is grateful for the cooperation extended by all who participated in this review, for the candor and constructive suggestions offered, and for the special assistance and courtesies provided by Mary Ann Parker and Laura Stylianou.



## Attachment A

### I OVERVIEW

President John Hitt has served the University of Central Florida for a remarkable twenty-three years, a tenure that far exceeds national averages. During this period the enrollment has increased from nearly 22,000 to now over 63,000 students, campus facilities have more than doubled in buildings and square footage, and the number of UCF degree holders now exceeds 250,000. Graduate and professional schools, including a College of Medicine, have been established, and the University's visibility now extends far beyond central Florida. John Hitt has had a profound impact on the University. What the University is, in good measure, is a reflection of his values and decisions. Indeed, the institutional culture has inculcated and is now dominated by the five goals he enunciated in his inaugural year. They are:

1. Offer the best undergraduate education available in Florida;
2. Achieve international prominence in key programs of graduate study and research;
3. Provide international focus to our curricular and research programs;
4. Become more inclusive and diverse; and
5. Be America's leading partnership university.

These goals have been annually reiterated, endorsed by the Board of Trustees, embedded in the internal decision-making processes of the University, and widely embraced and honored. Their realization is at the heart of the University's remarkable progress, and where people believe they have not been fully realized, form the basis for common concern, and occasional criticism.

Despite difficulties that flow from insufficient public funding and vexing events beyond the proverbial campus walls, there is widespread pride in the University's growth and development, and in its stellar achievements. Especially notable is the strong sense of personal fulfillment among many faculty and staff in being part of an entity "larger than self." There is immense loyalty to the President among those who closely work with him, and a deep respect and admiration throughout the University and within the greater Orlando community.

In the triennial period between the 2012 comprehensive presidential evaluation conducted by this consultant and the current review, there have been for the University some significant developments, all of which in varying degrees can be attributed to executive level leadership. Noteworthy among them are:

- Enrollment, despite two years of slight slippage, has rebounded to a record 63,000 students. Included in these statistics is approximately 30% of state college transfers in Florida. The matriculation of increased numbers of ethnic minorities now hovers around 20,000, or roughly one-third of the student population.
- UCF's national profile has been elevated. Noteworthy are: an improved student profile; identification with leading public universities enrolling National Merit

## Attachment A

- Scholars; accolades for the recently established College of Medicine; and even a Fiesta Bowl victory.
- Recognition by US News and World Report as one of the nation's leading "Innovation" universities.
- Excellent scoring on the Florida Board of Governors Performance Funding matrix, placing UCF third among state universities.
- Counteracting some of the negative publicity it had earlier garnered, Intercollegiate Athletics has been recognized for the academic performance of its student athletes (first in the nation), as well as for successes registered by women's and men's teams.
- Charter membership in the University Innovation Alliance, which beyond its intrinsic merits, identifies UCF with prominent metropolitan based research universities having similar commitments to student access and success.
- Significant changes have occurred in the executive leadership ranks with the resignations of four vice-presidents, and the appointment of three replacements, each of whom has been well-received by the University community.

Given these developments, coupled with improved financial support, the campus climate reflects less anxiety and greater optimism in its outlook than was noted three years ago. One key source of that stability and outlook has been the presidency of Dr. Hitt, who continues to enjoy strong support throughout the university and among key extramural constituencies.

Students, especially those who have periodic contact with the President, speak glowingly of his interest in student needs and concerns, his presence in campus locales where students gather and at campus events, as well as for his efforts to provide educational opportunity for all students and to enhance the prospects for student success. As one student leader expressed, "Student voices are well-received." That UCF has a significant population of students of color was noted by many students who appreciate the University's commitment to inclusion and the comfort that commitment provides to many students.

Not surprisingly, UCF students lamented the limited parking spaces available and expressed frustration with overcrowded classrooms. On the other hand they valued the campus proper, noting its physical beauty, continuing expansion, and the opportunities to participate in campus traditions. They were also very complimentary of the staff who work with UCF students.

Staff were generous in their praise for the President noting UCF is viewed as a highly desirable place to work. Though higher pay and expanded benefits are always welcome (and often requested), several staff expressed appreciation for the administration's concern for campus workers, especially those with lower wages. There were also statements of sincere appreciation and gratitude for the fact that during the state's economic downturn when state funding was

## Attachment A

sharply cut, the University administration, unlike others in the state, made special efforts to minimize staff layoffs.

In meetings with faculty, including members of the Faculty Senate, officers of the faculty union, holders of endowed chairs and individuals informally met during the lunch hour, there was a clear recognition of the President's instrumental leadership over past decades, and an expressed appreciation for his efforts to secure funding for salary increases and the additional 200 positions projected for this year and next. It was also evident that an appreciable number of faculty are deeply concerned over what are described as extensive workloads, facility limitations, and the burdens associated with accommodating a burgeoning student population. Several faculty expressed a sense of personal exhaustion and concern for overextended colleagues.

Among professional staff, especially for those in senior management positions, there is a palpable "esprit de corps." These individuals project enthusiasm for the University's progress with comments such as "UCF is on the move" and "We are breaking new ground." They find the University to be an exciting place to entrust their professional futures, and they exhibit admiration for and loyalty to President Hitt. In the words of one vice-president, "With all he has accomplished, he could have rested on his laurels. But he has done the opposite." Members of senior management note his work in helping to create the Florida Consortium of Metropolitan Research Universities and the University Innovation Alliance, as well as his initiatives to establish UCF Downtown and the Florida Center for Advanced Manufacturing Research in Osceola County. Another vice-president noted, "He has worked harder these past two years than ever before. He seems to be thriving."

It should also be noted that a couple of senior level colleagues are worried that the President is trying to do too much. They expressed a concern he may be coming close to overextending himself; they wish he would take more vacation time.

While time constraints limited the number of interviews with civic leaders in the greater Orlando area, consistent responses indicate that the President continues to be viewed in the most positive terms. Several individuals noted the President is providing positive leadership in the community and that no major issue or development occurs without President Hitt being asked to be part of the deliberations. The President was quoted as saying that a great city needs a great university, and a great university needs a great city. The President is seen as "an indispensable asset" to the community, and that he functions as a "safe broker for solving problems."

Presidential colleagues at other universities speak warmly of Dr. Hitt, describing him as the "senior statesman" in higher education. As one president noted, "John is never the first to speak, but invariably the most influential when he does."

The high regard in which President Hitt is held by alumni and the philanthropic community was evident in meetings with members of the UCF Foundation and officers of the UCF Alumni Association. The President's unceasing focus on enhancing the University's stature and national reputation resonates with alumni. In the words of a senior observer "He put us on the map."

## Attachment A

The recently appointed Vice-President for Advancement has been well-received according to the Alumni Association and Foundation officials (as well as by many others at UCF). The pending selection of a new executive to head the alumni office is eagerly awaited. There is a palpable sense that these appointments will “re-energize” both organizations and lead to greater collaboration and mutual progress.

The Board of Trustees policy statement on presidential evaluations specifies that the consultant conducting the comprehensive review interview the chair of the Board of Governors. This conversation occurred and BOG Chair Mori Hosseini expressed admiration for President Hitt’s “incredible leadership at UCF,” and complimented the President for being “very open and up front” and for “listening to us.” He also complimented UCF and the President for its high ranking in performance funding and for collaborative work with the University of South Florida and Florida International University in the Consortium of Metropolitan Research Universities.

### II LEADERSHIP QUALITIES

The ultimate test of a leader is whether he or she has followers. By that standard President Hitt has been eminently successful. He has attracted from within and without the University a legion of followers who marvel at the University’s achievements and treasure the opportunity to work with and for him.

Among the comments volunteered during this comprehensive evaluation are: “He has accomplished almost the impossible,” “Whatever he proposes to do, he does,” “He brings dreams into reality,” “There is great congruity between his behavior and the five University goals,” “You don’t want to disappoint John,” “I am privileged to work with him and for him,” “My worst fear is letting him down,” “He sets a very high bar and exceeds it,” “He inspires me to do my best; and the word is ‘inspires’ not ‘commands,’” and perhaps the most poignant comment, “I fear that John Hitt’s successor will not have a chance.”

Virtually every interviewee volunteered his or her assessment of the leadership qualities the President possesses. From those observations four qualities were frequently repeated and have come to define him in the eyes of many with whom he works.

First, President Hitt is widely seen as a visionary, a leader who foresees opportunities and pursues them, “a creative person who knows how to work with creative people,” and a University leader who understands William Shakespeare’s observation, “There is a tide in the affairs of men, which taken at the flood leads on to fortune...”

Second, the President is seen as a genuine, authentic person. Several individuals noted that the President is neither a “glad hander” nor a “flamboyant personality.” Yet over the years his



## Attachment A

authenticity has come to personify the institution and to accord to the President directly and UCF indirectly, trustworthiness not only on campus, but in the community and the state.

The third personal quality often mentioned by interviewees is the President's listening skills. That a person takes the time to listen to others not only enhances ultimate decision-making, but perhaps more importantly, affirms the worthiness of the speaker's viewpoint and increases the likelihood that the individual will accept and support whatever decision is made.

The fourth leadership quality frequently attributed to the President, and perhaps of all, the most significant, is personal integrity. As one observer noted. "His character overwhelms his personality." As part of this review the question was asked of each trustee, vice-president, dean and several faculty and staff: "Have you ever had reason to question the President's ethical values or his ethical judgment?" In every instance the answer was an unequivocal "No."

In the course of this assessment, the reviewer met with the Chief Auditor Executive, the Chief Compliance & Ethics Officer, the NCAA Faculty Representative, the Chief Diversity Officer, and the Director of Equal Opportunity Programs. Each individual affirmed that the President supported his or her work and tolerated no interference in the fulfillment of his or her responsibilities. One individual captured a shared sentiment in saying that the culture at UCF is "to do the right thing."

In a University as large and complex as Central Florida, the President needs to assemble a team of vice-presidents and other direct reports who are perceived to be, and in fact are, capable and fully supportive of the University's mission and strategic directions. In addition to assembling such a team, the President must enunciate expectations, ensure that team members are collaborative and committed, and accord each individual sufficient authority and flexibility to lead and manage. As part of the presidential assessment, this reviewer has had the opportunity to meet each of these individuals and it is his judgment that the President has demonstrated excellent leadership in building and empowering such a team.

The three vice-presidential appointments (Whittaker, Morsberger, and Heston) have been well-received by the University community, by individuals who report to them, and by others in executive leadership ranks. The resignation of the fourth vice-president (and athletic director), Stansbury, is seen by many as a major loss for the University. Several individuals noted reports of uneasiness in athletics, perhaps due to a delay in the appointment of a permanent replacement.

President Hitt's managerial style was widely praised by several members of the executive team who affirmed that he is not a micromanager, but accords considerable discretionary authority to the vice-presidents. He is seen as holding individuals accountable, while simultaneously providing personal access and support. As one observer noted, "He sets a vision; gets smart people to implement, and stays out of their way." The only criticism here is that on occasion the President has been too patient with underperformers.

The President's repeatedly stated goal for UCF to become the nation's leading partnership university has in good measure been achieved. While all university presidents are public figures,

## Attachment A

the chief executive of a nationally recognized university emphasizing partnerships is thrust into the limelight more often and more prominently than his or her counterparts. Such is true for John Hitt whose myriad partnerships in the greater Orlando area and with regional and national higher education associations and consortia have resulted in his assuming key leadership roles locally and nationally. His associates often refer to his ability to understand not only where to go, but also how to get there, and the sequential steps necessary to move an organization from point A to point B. His leadership skills are enhanced by a collegial personal demeanor and as one distant admirer noted, "an uncanny ability to steer an idea through ego-filled waters."

In summary, the leadership qualities that have long characterized President Hitt's tenure remain viable. The University of Central Florida is a well-led, well-managed university. The appreciation of John Hitt's leadership strengths seem to be even more widely recognized and appreciated today than was observed three years ago.

### III LEADERSHIP CHALLENGES

Unlike most organizations outside academia, higher education institutions are characterized not by central authority, but by the diffusion of authority. Governance is shared among trustees, central administration, collegiate and departmental authorities, faculty senates, and where applicable with state coordinating/governance bodies, and collective bargaining units. Addressing challenges will inevitably entail considerable communication, persuasion, and time-consuming considerations. Universities, such as Central Florida, experiencing significant growth encounter special challenges as they seek to accommodate growing student populations, while simultaneously planning for programmatic growth and endeavoring to meet the needs of the community and region they serve. All universities face challenges that require presidential leadership. The several constituencies participating in this presidential assessment identified key challenges the University will face in the weeks and months ahead. Four major challenges are discussed in the following paragraphs.

#### A. Succession Planning

For the past few years considerable attention has been given to the question of how will the University respond when the long serving President chooses to retire. That several of his vice-presidents have intimated their retirements may accompany or soon follow the President's, serves to heighten concerns and raise the specter of a potential leadership vacuum. These concerns were quite pronounced three years ago.

While those concerns remain today, "the large elephant in the room" as noted by an engaged alumnus, these anxieties appear to have diminished over the past three years. Several factors apparently explain these lessened concerns. First, the Board and the President have made changes to the presidential employment contract. While the specifics of these changes are immaterial to the campus community, the modification signaled that the Board of Trustees was abreast of the succession issue. Secondly, the several new initiatives publicly pursued by the

## Attachment A

President suggest that any retirement plans are not immediately forthcoming, and thirdly, the appointments of three vice-presidents, believed to be younger in age than their predecessors, project continuity and ameliorate concerns over a string of disruptive retirements.

### B. Building the University Endowment

Over several decades the University of Central Florida and the UCF Foundation have successfully raised private funds with capital projects and programmatic initiatives receiving priority consideration for the use of those funds. As a result the University's endowed funds have not grown to a level that can adequately support student scholarships, endowed professorships, and the "margin of excellence" expenditures needed by a university with the scope and ambitions of Central Florida. Data published by the Florida Board of Governors highlight UCF's comparative disadvantage vis-à-vis sister institutions.

Endowment Values (in \$ M) as of June 30, 2014					
UF	FSU	USF	FAU	FIU	UCF
1,520	625	417	209	177	155

These data undergird the UCF Board of Trustees' strong interest in building the University's endowment, reinforced through its annual presidential evaluations. Interviewees expressed considerable confidence in the drive and ability of the recently appointed Vice-President for Advancement, and anticipate a renewed enthusiasm for the agreed to capital campaign. While VP Morsberger's tenure is measured in weeks rather than years it is abundantly clear that he is passionate about the University's future, developing plans to strengthen fund-raising, and engaged with Alumni Association officers and members. Most importantly, it appears that he has developed in but a few short weeks, excellent working relationships across the University and notably with President Hitt. The sense of this reviewer is that the two will form an effective team and make marked progress in building the UCF endowment.

### C. Infrastructure Support

The significant expansion of the University's physical plant is evident to both visitors and campus residents alike. UCF has a visually stunning and operationally workable campus. However, the combination of enrollment growth and program expansions has resulted in less than adequate capacity – at least in the eyes of many students, faculty, and staff.

Several students expressed unhappiness over insufficient seating in selected classrooms, noting that students were forced to stand or sit on the floor – often outside classrooms. They expressed a belief that alternate arrangements (including remote access and taped lectures) were not as satisfying or sufficient. Faculty and administrative staff expressed varying degrees of dissatisfaction with what they described as office shortages and the absence of or prolonged delays in having access to needed academic facilities (including a performing arts venue). The

## Attachment A

validity of these concerns is beyond the scope of this presidential review; nevertheless, the frequency with which they were expressed suggests that the issue of inadequate infrastructure or at least perceptions of such, will need to be addressed. This reviewer would add that facility limitations are confronted by virtually all thriving institutions, and so their existence at UCF is not surprising. Perhaps the biggest concern would be the student sentiments that these limitations are adversely impacting their learning opportunities.

### D. Expanding UCF's Research Mission

There are few problems more vexing to higher education leaders than that of maintaining a meaningful commitment to undergraduate education while expanding the research and graduate education functions. This challenge is evident at the University of Central Florida where the commitment to access, quality undergraduate education, and student success defines the University and is embedded in its culture. At the same time there is justifiable emphasis on the establishment and development of the medical and other professional schools, as well as an anticipated expansion of graduate programs. These developments are integral to the maturation of a metropolitan research university, especially one serving a growth oriented region such as central Florida. UCF's ambitious agenda is outlined well in its 2015 Work Plan.

Achieving these goals constitutes a significant leadership challenge, one which the President and academic leaders are confident they can address. There is, however, less confidence within faculty ranks. A notable number of faculty expressed the conviction that excessive teaching loads are impacting the quality of the education they deliver, and several expressed a viewpoint that the expansion of doctoral programs and the emphasis on increasing research activities will further impact undergraduate education negatively. They see little if any relief in sight.

Using funds distributed through the Board of Governors' performance funding formula, UCF has announced that 200 additional faculty positions will be created over this and next year. These positions are to be dedicated "to meet student demand," "decrease class sizes," and "stabilize student-to-faculty ratios," while "boosting UCF's growing research promise and economic impact."

Several faculty indicated they were uncertain as to how these positions will be distributed; they were pessimistic that there would be much impact favorable to undergraduate education.

To this reviewer the information gap between those who deploy the positions and those impacted by those decisions seems wider than what one would normally expect. Critical to bridging this information gap is engaging the cadre of collegiate deans (and to a lesser degree department chairs). Discussions with several deans revealed considerable uncertainty on their part, and insufficient understanding of funding plans to provide a basis for authoritative discussions within their colleges. Under these circumstances it is not surprising that speculation supplants information.



## Attachment A

The academic deans, it should be noted, are strongly supportive of the President's leadership and most complimentary of the work of the Provost who has completed his inaugural year. While they readily describe the strengths and challenges within their respective colleges, they expressed varying degrees of uncertainty about the University's strategic directions and how future changes would impact their colleges. In the nearly identical words of two deans, "We need to know where we are going."

The President, joined by the Provost, should schedule periodic meetings with the collegiate deans. The key objectives of these discussions is to better engage the deans in university planning efforts and to enlist their full participation in addressing concerns within the professoriate as to how the University envisions sustaining its undergraduate emphasis while expanding its graduate and research activities.

### IV Trustee – President Relationships

The most important partnership in the University is not with an external entity, but that between the governing board and its president. The extraordinary successes achieved by the University of Central Florida can in large measure be attributed to the strong partnership between the governing board, irrespective of its changing membership, and President Hitt. The fruits of that partnership are manifest in UCF's remarkable progress.

A review of Board of Trustee minutes as well as the Board's annual assessment of the President's performance these past few years reinforces the perception held on and off campus that this relationship is working remarkably well. Interviews with UCF Trustees reaffirm the observation noted three years ago; namely, that the positive working relationship between Trustees and the President is built upon mutual respect, timely and full communications, an understanding of the Board's policy and oversight responsibilities, and the President's managerial role. In addition, the Trustees have established an effective committee structure.

It should be noted that effective Board functioning extends beyond working with the President. Trustees were most complimentary of the University's vice-presidents and support staff with whom there is regular interaction. Board members further indicated that they are appreciative of President Hitt's understanding of national trends in higher education, confident in his keeping the Board abreast of higher education issues, and complimentary of the several national leadership positions he holds. Board members are comfortable with meeting agendas and believe their time is well-spent and productive. There is some interest in the Board being more engaged in determining the strategic directions the University will pursue in the coming years.

On a national scale, public confidence in the governance of higher education was shaken a few years ago by events that occurred at the State University of Pennsylvania. While even today not all is known about who knew what and when, there is a widely held belief that the Penn State governing board was "asleep at the switch." Irrespective of the validity of that assumption, a movement has resulted for governing boards to become more proactive in understanding University operations and in exercising effective oversight.

## Attachment A

In the three years since the last comprehensive presidential evaluation, several new members have joined the UCF Board of Trustees and current trustees suggested that more turnover will probably occur. Because it is critically important that the President and the Board be “on the same page,” and considering the significant issues which the University is and will be addressing, serious consideration should be given to the Board and the President scheduling an annual retreat (preferably away from campus) focused on a full discussion of the University’s strategic directions as well as the key issues confronting the University in the coming months. While the preparation of background materials and presentations would be part of such a retreat, the format should be structured so that Trustees will fully engage in these deliberations.

An example of a topic meriting additional discussions would be the University’s next steps relative to the UCF Downtown project. While interviews these past weeks elicited strong support for the concept, it was evident that not all the key players feel comfortable that they understand the need for and the impact of the project, and several individuals questioned whether UCF Downtown will be viable in the absence of appropriated funds.

### V Prospectus

One of the nation’s foremost authorities on public university governance, Dr. Terrence McTaggart, wrote an insightful article for the Trusteeship (2012) magazine entitled “How Presidential Evaluations Must Change.” In it he noted that most presidential evaluations look backward, assuming that future challenges will be similar to those of earlier years. Instead, he argued “The ability of the president to lead going forward, more so than past performances, and to lead the right kind of change during challenging times, must be the primary considerations in comprehensive board evaluations.”

This comprehensive review clearly concludes that President John Hitt, as noted in previous reviews, has served the University of Central Florida in a superb manner without any diminution in managerial prowess or institutional achievements. His passion for the University, his concern for educational opportunity and student success, as well as his commitment to the citizens of this region and state remain undiminished.

Looking forward one is first struck by the potential of recent initiatives championed by the President to place UCF in the vanguard of salutary change. The Florida Consortium of Metropolitan Research Universities will expectedly facilitate inter-institutional and interdisciplinary collaboration, while the University Innovation Alliance should provide excellent opportunities for exchanging and mastering “best practices,” and encourage the use of meaningful and relevant benchmark data.

## Attachment A

While these substantive developments augur well for the future, the institution's most important asset is the university community's confidence in the leadership team in place and the abiding trust among students, faculty, staff, alumni, and the citizens of central Florida in the continuing leadership and service of President John Hitt.

Constantine W. Curris  
Senior Consultant

October 2, 2015

ITEM: CL-2

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Presidential Compensation Review and Recommendations

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Accept the presidential compensation report submitted by Paul McConnell, McConnell and Company, and approve the committee's recommendation. The Compensation and Labor Committee recommends making no change to the president's base salary of \$505,730 and increasing the president's incentive performance target units by 6.0%.

**BACKGROUND INFORMATION**

On November 30, 2004, the Presidential Performance and Compensation Review Policy was approved by the University Central Florida Board of Trustees. This policy provides for review of the president's performance and compensation on an annual basis by the board and also at three-year intervals by independent consultants. The comprehensive assessment was last completed in 2012 and is due again in 2015.

In addition, the charter of the Compensation and Labor Committee that was 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.

---

**Supporting documentation:**

Attachment A: Market Competitive Compensation for University President  
submitted by Paul McConnell, McConnell and Company

**Prepared by:** Shelia Daniels, Interim Associate Vice President and  
Chief Human Resources Officer

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



**Attachment A**

University of Central Florida

---

*Market Competitive Compensation for University President*

October 6, 2015

Prepared for the Compensation and Labor Committee of the UCF Board of Trustees by McConnell & Company

---

MCCONNELL & COMPANY

**Attachment A**

***Table of Contents***

---

---

Market Competitive Compensation .....	1
Forms of Compensation.....	1
Competitive Frames of Reference .....	3
Market Pay Ranges .....	6
Reasonableness Check .....	9
Performance Unit Plan .....	11
Plan Operation .....	11
Plan History .....	13
Pay Comparison.....	15
Current Compensation .....	15
Market Comparison.....	17
Opinion.....	19
Exhibit A – Major Florida Universities .....	21
Exhibit B – UCF Aspirational and Comparison Peers .....	23
Exhibit C – Top 20 Largest Public Universities .....	24
Exhibit D – General Industry .....	25
Exhibit E – Performance Incentive Measures and Goals.....	28

Attachment A

## **Market Competitive Compensation**

### **Forms of Compensation**

- Presidents of universities in the United States are paid through a variety of means:
  - **Base Salary**: Like all employees, presidents receive a base salary, typically payable monthly or bimonthly. Unlike most faculty members and most administrative staff, the base salary is a smaller percentage of the total compensation package.
  - **Deferred Compensation**: Through various federal tax qualified plans (e.g., 457(f) or 403(b)) money is put away for their retirement. These funds are typically fully vested. In addition, some institutions utilize non-tax qualified plans which require an element of forfeiture to avoid current taxation of the money received.
  - **Retention Payments**: These consist of simple retention bonuses (e.g., stay three years, receive \$x) or other similar arrangements.
  - **Incentive Payments**: These consist of various incentive arrangements formally linking compensation to future performance (e.g., the UCF

## Attachment A

- Performance Unit Plan or “PUP”) or subjective after the fact payments made based on previous performance (i.e., bonuses).
- Benefits: University presidents also participate in the school’s various broad based benefit plans (health, life insurance, retirement, etc.) and almost universally receive housing and an automobile – either directly or as an allowance. For the purpose of this study, we have ignored any competitive difference in these benefits.
  - In our analysis, we have examined the competitive ranges for base salaries; Guaranteed Compensation and Total Opportunity.
  - We define Guaranteed Compensation as base salary plus deferred compensation and retention payments. Although some of these elements do require continued employment to be received, they are typically paid in all situations except voluntary termination or termination for cause.
  - Total Opportunity is defined as Guaranteed Compensation plus the total incentive opportunity that can be earned for the year. For plans that measure performance over multiple years, opportunities are annualized.



Attachment A

**Competitive Frames of Reference**

- In order to provide the Board of Trustees with a broad perspective on suitable compensation of for the UCF President position, we developed a number of relevant frames of reference for determining competitive compensation.
- Major Florida Public Universities: Exhibit A provides a detailed look at the compensation provided to five major public universities in the state of Florida (including UCF). This data was assembled by reviewing the specific provisions of their individual contracts<sup>1</sup>, with updated information as to current salaries as obtained from the latest Board of Governors salary survey. Two of the institutions recently changed presidents. To ensure a complete view of compensation for these schools, both the incoming and outgoing president's pay was examined. Because this information was derived from contract specifics, it is our opinion that these figures are the most accurate indicator of total current compensation levels/opportunities.
- Deferred compensation and retention payments are reported on an accrual basis over the course of the agreement. Thus for example, a retention payment of \$300,000 payable at the end of a four year contract is shown as \$75,000 per year.

---

<sup>1</sup> Available through public records.

## Attachment A

- Incentive clauses are shown at the full opportunity available, annualized for multi-year performance periods. In our experience, most university incentives are paid near the maximum.
  
- **UCF Peers:** Exhibit B presents a detailed list of the compensation provided to the presidents of the institutions<sup>2</sup> that are included in UCF's aspirational and comparison peer groups -- universities that are used by UCF for a variety of comparisons. This data, from a Chronicle of Higher Education database, is derived from information provided by the universities<sup>3</sup> in their Form 990 tax filings. Although this data is accurate, it is not complete. Guaranteed pay elements such as retention bonuses are generally not reported until actually paid. Similarly, incentive payments only reflect amounts actually paid not multi-year opportunities that are still being earned or the unearned portion of total incentive opportunities<sup>4</sup>. The table below compares the Guaranteed Compensation and Total Opportunity from the contract data (Exhibit A) and the corresponding Chronicle of Higher Education data.

---

<sup>2</sup> Institutions with interim Presidents were excluded.

<sup>3</sup> The standard Chronicle report shows deferred compensation based on the year paid rather than earned or accrued. For consistency with other data, this was converted to an accrual basis.

<sup>4</sup> For example, if an individual had the opportunity to earn a bonus of up to \$100,000, but only received \$40,000, the other \$60,000 opportunity is not reported.

## Attachment A

	Contract Data		Chronicle Data		% Under	
	Guar	Total	Guar	Total	Guar	Total
University of Florida	602,102	602,102	583,509	583,509	3%	3%
Florida State University	638,995	781,852	466,377	589,377	37%	33%
Florida International University	636,625	636,625	560,212	640,212	14%	-1%
University of South Florida	643,900	818,900	589,536	776,061	9%	6%
University of Central Florida	<u>606,876</u>	<u>966,876</u>	<u>617,255</u>	<u>735,153</u>	<u>-2%</u>	<u>32%</u>
Average	625,700	693,485	563,378	614,120	11%	13%

Due to the improved reporting via the new tax Form 990's, on average, the Chronicle data is only about 10% underreported – a significant improvement from our prior report when the underreporting was closer to 40%. The remaining difference is likely due to retention payments and unearned incentive opportunities. To ensure consistent complete comparisons, we have adjusted the Chronicle total pay data by 5% -- about half the estimated underreporting. Base salary data shown was not adjusted since there is no underreporting issue with this component of pay.

- **Largest Public Universities:** Exhibit C shows the range of pay for the top twenty largest universities<sup>5</sup> as measured by enrollment (as reported by the Department of Education.) UCF is the largest university in this database. Dr. Hitt's compensation package ranked seventh on this list. This data was also adjusted by 5% for underreporting described above for UCF Peers.

<sup>5</sup> Institutions with interim Presidents were excluded.

## Attachment A

### **Market Pay Ranges**

- The following tables summarize the range of competitive compensation provided for each of the market perspectives described above. All data has been trended to 12/31/2015 (i.e., the middle of UCF's academic year) assuming a 2% annual increase, and is shown in thousands of dollars. Each table shows a different form of compensation (e.g., base salary, guaranteed, etc.).
- Each market perspective shows the range of compensation<sup>6</sup> and a box which shows our opinion as to an appropriate competitive range. For example, the entire range of the four Florida schools is considered appropriate, as is the higher end of the UCF peer group – since UCF is larger than most of these schools and is generally higher performing. Lastly, the competitive ranges have been weighted by the percentages shown to produce a recommended competitive range of pay.
- In our opinion, the two most relevant market perspectives are the Major Florida Public Universities and the UCF Peers. We have weighted each of these perspectives by 40%. The Largest Public Universities perspective was weighted 20%.

---

<sup>6</sup> "p10" is the 10<sup>th</sup> percentile of the data – the level below which 10% of the values fall.



**Attachment A**

- The table below shows the range of Base Salaries reported for these market perspectives.

<u>Market Perspective</u>	<u>Market Base Salary (\$000's)</u>					<u>Wgt</u>	<u>Competitive Range</u>		
	<u>p10</u>	<u>p25</u>	<u>Med</u>	<u>p75</u>	<u>p90</u>		<u>Low</u>	<u>Mid</u>	<u>High</u>
Major Florida Public Universities	427.1		482.4		911.6	40%	425	480	910
UCF Peers	415.6	459.9	549.6	598.0	641.1	40%	550	600	640
20 Largest Public Universities	474.5	545.2	615.4	689.2	753.1	20%	545	615	690
<b>Weighted Average Competitive Pay Range</b>							<b>500</b>	<b>555</b>	<b>760</b>

- The table below shows the range of Guaranteed Compensation reported for these market perspectives.

<u>Market Perspective</u>	<u>Market Guaranteed Compensation (\$000's)</u>					<u>Wgt</u>	<u>Competitive Range</u>		
	<u>p10</u>	<u>p25</u>	<u>Med</u>	<u>p75</u>	<u>p90</u>		<u>Low</u>	<u>Mid</u>	<u>High</u>
Major Florida Public Universities	682.0		706.1		786.7	40%	680	705	785
UCF Peers	508.2	524.0	636.3	759.7	861.3	40%	635	760	860
20 Largest Public Universities	495.9	634.8	707.7	815.6	968.0	20%	635	710	815
<b>Weighted Average Competitive Pay Range</b>							<b>655</b>	<b>730</b>	<b>820</b>

**Attachment A**

- The table below shows the range of Total Opportunities reported for these market perspectives.

<u>Market Perspective</u>	<u>Market Total Opportunity (\$000's)</u>					<u>Wgt</u>	<u>Competitive Range</u>		
	<u>p10</u>	<u>p25</u>	<u>Med</u>	<u>p75</u>	<u>p90</u>		<u>Low</u>	<u>Mid</u>	<u>High</u>
Major Florida Public Universities	716.8		816.8		867.5	40%	715	815	870
UCF Peers	508.4	607.0	691.3	794.4	878.3	40%	690	795	880
20 Largest Public Universities	598.9	669.4	787.9	876.1	1,098.3	20%	670	790	875
<b>Weighted Average Competitive Pay Range</b>							<b>695</b>	<b>800</b>	<b>875</b>

**Attachment A**

- The table below compares the market perspectives shown for this year with the similar ranges produced for our 2012 report. Base salaries increased 12%, reflecting more a shift in pay than an increase in pay levels. Guaranteed Compensation increased 9% at the median (or 2.9% a year) - a level in line with general pay trends. Total Opportunities increased by 6% or 1.9% per year.

		Competitive Range		
		Low	Mid	High
Base Salary	2012 Study	425	495	545
	2015 Study	500	555	760
	% Increase		12%	
Guaranteed Compensation	2012 Study	585	670	775
	2015 Study	655	730	820
	% Increase		9%	
Total Opportunity	2012 Study	660	755	870
	2015 Study	695	800	875
	% Increase		6%	

**Reasonableness Check**

- UCF is an educational institution, but it is also a business with annual revenues and expenses of about \$950 million per year. The UCF President has a management challenge similar to and is required to make many of the same types of decisions (personnel, fundraising, growth, and changing

## Attachment A

environment) as any other CEO in an organization that size. We computed the range of cash compensation earned by a group of about 150 public companies whose revenue bracketed UCF's size (Exhibit D). These companies represent a broad cross section of American industry. This analysis, shown below, is based on proxy reports of 2014 compensation, only considered cash compensation (i.e., salary plus annual bonus) and shows a competitive range of the 10<sup>th</sup> to 50<sup>th</sup> percentile<sup>7</sup>.

Market Perspective	Wgtd Ave Competitive Pay			General Industry			% Chg
	Low	Mid	High	Low	Mid	High	
Market Base Salary	500	555	760	520	635	715	-13%
Market Guaranteed Compensation	655	730	820	520	635	715	15%
Market Total Compensation	695	800	875	665	870	1,410	-8%

- General Industry 25<sup>th</sup> percentile salaries are between the educational Base Salaries and Guaranteed Compensation. Total Compensation provided to educational Presidents is 8% below the 25<sup>th</sup> percentile of general industry pay for CEO's.

<sup>7</sup> Equity compensation was excluded from this analysis. For companies this size, equity values would increase the typical CEO pay package by 50% to 100%.



**Attachment A**

---

---

***Performance Unit Plan***

- To fully evaluate Dr. Hitt's compensation, one needs to understand the operation of the Performance Unit Plan. Payments received from this plan represent a significant portion of his total compensation.
- The plan was implemented in late 2006. At this time, it was very common for university Presidents within the Florida system to receive incentive payments based on one and three-year performance measures. Today, most of the peer university Presidents receive compensation that is largely guaranteed. However the concept behind the plan is still relevant and UCF is relatively unique among major universities to have implemented such an incentive approach and applied it to the entire management team<sup>8</sup>. The plan has become an important management tool that focuses the team on the achievement of University goals that are outside their individual responsibilities.

**Plan Operation**

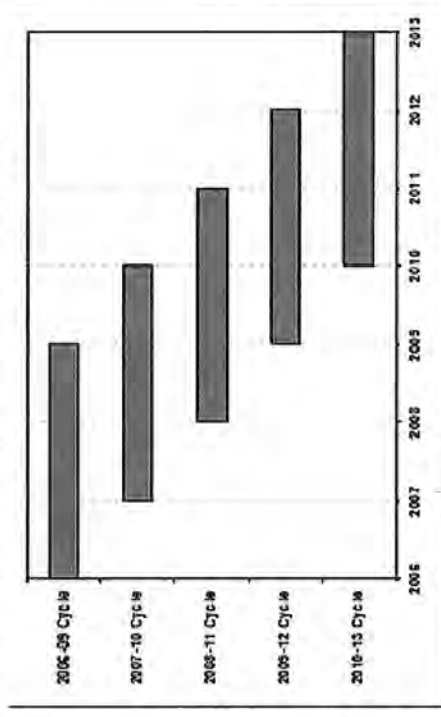
- This plan is an approach to multi-year incentive arrangements where the Board makes annual grants of a certain number of incentive units to a

<sup>8</sup> It is important to note that at the time this plan was implemented, Dr. Hitt and the other participants did not receive merit increases applicable to all other employees and do not to this day. Thus this plan effectively puts a portion of their compensation at risk, rather than being an add-on to what they had previously received.

## Attachment A

participant. The value of each of these units is computed at the end of the performance cycle and is equal to \$100 times a performance percentage earned that is determined based on an assessment of performance versus a number of performance goals as established at the beginning of a three-year performance cycle.

- As shown in the adjacent graph, the performance cycles consist of three year periods that follow UCF's fiscal year. The first performance cycle ran from July 1, 2006 to June 30, 2009. The second cycle commenced July 1, 2007 and ended June 30, 2010. This kind of overlapping performance cycle approach is an excellent way to reward sustained high performance as the performance related to a single year impacts three separate incentive awards.



- This performance cycle approach allows flexibility in changing the size of the annual award and the performance measures and goals.

## Attachment A

- Exhibit E presents the performance incentive matrices that incorporate the goals that have been established for the three open cycles<sup>9</sup>. These matrices each have five to six rows – one for each performance measure. The columns on the right show three levels of performance for each performance measure – a “Minimum” or threshold acceptable level, a “Target” or expected level for very acceptable performance and the “Maximum” level that reflects full achievement of the objective. These performance levels are associated with 25%, 100% and 150% earned for achievement of the objective.
- At the end of the performance period, performance is evaluated relative to these goals and a numerical score is computed for each measure<sup>10</sup>. These scores are then weighted and an overall performance score is determined.

### Plan History

- The table below shows the number of units awarded to Dr. Hitt for each performance period and the unit value earned:

	2006-09	2007-10	2008-11	2009-12	2010-13	2011-14	2012-15	Avg 2007-15
Units Awarded	1,400	1,700	2,000	2,000	2,200	2,400	2,450	2,125
Unit Value	\$150.00	\$109.00	\$70.67	\$94.37	\$53.59	\$102.93	\$64.50	\$82.51
Payment	\$210,000	\$185,300	\$141,340	\$188,740	\$117,898	\$247,032	\$158,025	\$173,056

<sup>9</sup> The 2012-15 cycle is closed, but results have not yet been certified by the Board of Trustees.

<sup>10</sup> The score for performance between two levels is generally determined by proration.

## Attachment A

- Dr. Hitt was awarded 2,550 units for 2013-16 and 2,630 for 2014-17.
- It is important to note that the unit value over the period 2007-2015<sup>11</sup> has averaged \$82.51 – 17% below Target or 55% of the maximum award. As noted previously (see page 4), it is our experience that most university incentives are paid near the maximum. UCF's practice is very different in this regard.
  - If this goal setting/performance pattern continues in the future, from a purely statistical perspective, one would expect the unit value to range between \$60 and \$105<sup>12</sup>, significantly narrower than the implied range in the plan. This is not surprising given the number of goals in use. A University, with multiple and often conflicting objectives, requires a broad number of goals to adequately reflect performance. However, it is very difficult to excel (or fail) on all such goals simultaneously, particularly over a three-year period. Thus the effective range of performance becomes narrowed.

---

<sup>11</sup> As is very common in the first cycle of a new multi-year performance plan, the goals were set too low. This was corrected by the Board, beginning with the 2007-2010 cycle. With the maximum award of \$150 included for 2006-09, the average payout under the plan is \$92.15 per unit – 61% of the maximum.

<sup>12</sup> i.e., the expected value plus or minus one standard deviations.



Attachment A

## Pay Comparison

### Current Compensation

- Dr. John Hitt, President of the University of Central Florida is paid according to the terms of an employment agreement - the Fifth Amended and Restated Employment Agreement). This agreement, which runs from April 20, 2015 to June 30, 2017<sup>13</sup> provides him with the following amounts and forms of compensation:
  - A base salary of \$505,730 annually. (His salary was increased to \$490,000 by the Board in November of 2012; by a \$1,000 general pay increase on October of 2013 and by a Board approved 3% increase in November of 2014. Prior to the 2012 increase, it had not been increased in almost six years.)
  - Deferred compensation equal to 20% of salary. This is provided through various tax qualified and non-qualified plans (e.g., 403(b), 457, 401(a)).
  - Incentive Compensation pursuant to the UCF Performance Unit Plan. For the 2014-2017 performance cycle, Dr. Hitt was awarded 2,630

<sup>13</sup> Commencing in 2016, the contract automatically extends one year on each July<sup>1</sup> unless previously terminated.

## Attachment A

units. These units have a threshold unit value of \$25 per unit (\$65,750); a target or expected value of \$100 per unit (\$263,000) and a maximum unit value of \$150 (\$394,500).

- Standard benefits provided to administrative faculty employees; a full-size automobile; an expense allowance of \$4,000 per month for spousal travel, memberships at Interlachen Country Club and the Citrus Club; and housing at the university-owned Burnett House.
- The various benefits provided to Dr. Hitt are relatively standard for university presidents and we have ignored any differences in these benefits in our competitive analysis.

**Attachment A**

**Market Comparison**

- The table below presents for each of the various forms of compensation, the range of market competitive compensation that were previously developed (see pages 7 through 8). These market rates represent the “middle” of the market or the 25<sup>th</sup>, median and 75<sup>th</sup> percentile corresponding to “Low”, “Mid” and “High” respectively.

Market Range	Guaranteed Compensation	
	Base Salary	Compensation
High	760,000	820,000
Mid	555,000	730,000
Low	500,000	655,000

Dr. Hitt percentile	505,730	606,876
	27%	13%

- Dr. Hitt’s base salary of \$505,730 is at the 27<sup>th</sup> percentile relative to the market.
- His Guaranteed Compensation consists of salary and deferred compensation (20% of salary or \$101,146) for a total of \$606,876. This is below the Low market range and equal to the 13<sup>th</sup> percentile.

**Attachment A**

■ The competitive comparison of Total Opportunity depends on the level of PUP performance. The adjacent table shows the competitive market range and the value of Dr. Hitt's total

Market Range	Total Opportunity
High	875,000
Mid	800,000
Low	695,000

package under various performance scenarios.

■ The package is potentially competitive between the 21<sup>st</sup> and 97<sup>th</sup> percentile depending on the school's performance vis-à-vis the PUP goals for the 2014-2017 cycle. At target performance, the package is equal to the 74<sup>th</sup> percentile.

Dr. Hitt with PUP Performance at:  
Threshold (i.e., Unit Value = \$25) percentile 672,626 21%

■ However, if we only consider the narrower range of expected performance (described on page 14), the likely competitive position will range from 41<sup>st</sup> to 77<sup>th</sup> percentile, with an expected value at the 59<sup>th</sup> percentile.

Expected (i.e., Unit Value = \$83) percentile 823,877 59%

Target (i.e., Unit Value = \$100) percentile 869,876 74%

Maximum (i.e., Unit Value = \$150) percentile 1,001,376 97%

■ The relevant question for the Board of Trustees is whether this competitive posture is appropriate in light of Dr. Hitt's tenure and performance.



**Attachment A**

---

---

***Opinion***

- Section 4958 of the Internal Revenue Code, which applies to organizations like the University of Central Florida that are exempt under section 501(c)(3), provides for intermediate sanctions in the form of excise taxes (i.e., penalties) on any person who receives an excess benefit from a covered organization and on each manager or director who approves the excess benefit transaction. The single most likely way that such an excess benefit would occur is when an individual receives a salary in excess of “Reasonable Compensation.”
- Reasonable compensation is defined by regulation 1.162-7(b)(3) as the amount that would ordinarily be paid for like services by like organizations in like circumstances. Although there are many factors involved in determining reasonable compensation, the test for a given executive can simply be described as: “is compensation paid to the UCF President similar to that provided to other executives with similar responsibilities in similarly situated organizations?”
- Based on the data described herein, it is my professional opinion that the total compensation currently provided by the University of Central Florida

**Attachment A**

(and recommended to be provided) to its President is reasonable compensation within the meaning of IRC §162.

## Attachment A

**Major Florida Public Universities**  
**Source: Analysis of Contracts**

<u>Institution</u>	<u>President</u>	<u>Contract Term</u>	<u>Pay Components</u>	<u>Annual Value</u>	<u>Comments</u>
University of Florida	J. Bernard Machen Hired in 2004	12/20/09	Base Salary	440,158	\$625,000 payable at the end of 2012
			Retention Bonus	69,444	Sabbatical leave (1 year salary) can be paid in cash
			Sabbatical	0	457(f) Deferred Compensation
			Deferred Compensation	75,000	403(b) Retirement (10.43% of salary)
			Subtotal - Guaranteed Performance Bonus	17,500	
			<b>Total</b>	<b>602,102</b>	0 Bonuses eliminated after 2009
University of Florida	Kent W. Fuchs Hired in 2014	5 1/1/15	Base Salary	860,000	None
			Retention Bonus	0	Sabbatical leave (1 year salary) can be paid in cash
			Sabbatical	172,000	457(f) Deferred Compensation
			Deferred Compensation	160,000	403(b) Retirement (10.42% of salary); NQ
			Subtotal - Guaranteed Performance Bonus	150,000	
			<b>Total</b>	<b>1,342,000</b>	0 Bonuses eliminated after 2009
Florida State University	Eric J. Barron Hired in 2010	5 yrs 1/15/10	Base Salary	402,959	\$225,000 at 5 years + \$400,000 at 8 years
			Retention Bonus	95,000	Sabbatical leave (1 year salary) after 5 years
			Sabbatical	80,592	457(f) Deferred Compensation (15% total)
			Deferred Compensation	42,944	403(b) Retirement (10.43% of salary)
			Subtotal - Guaranteed Capital Campaign	17,500	
			<b>Total</b>	<b>638,995</b>	\$100,000 per million raised - \$1B over 7 yrs
Florida State University	John Trasher Hired in 2014	5 yrs 11/10/14	Base Salary	430,000	\$225,000 at 5 years
			Retention Bonus	45,000	Sabbatical leave (1 year salary) can be paid in cash
			Sabbatical	86,000	457(f) Deferred Compensation (15% of salary)
			Deferred Compensation	64,500	403(b) Retirement (10.43% of salary)
			Subtotal - Guaranteed Capital Campaign	17,500	
			<b>Total</b>	<b>743,000</b>	Performance Goals

## Attachment A

## Major Florida Public Universities

## Source: Analysis of Contracts

<u>Institution</u>	<u>President</u>	<u>Contract Term</u>	<u>Pay Components</u>	<u>Annual Value</u>	<u>Comments</u>
Florida International University	Mark B. Rosenberg Hired in 1986	5 yrs 8/3/09	Base Salary	510,117	
			Retention Bonus	0	
			Sabbatical	34,008	Sabbatical leave (1 semester salary) if stays thru 2014
			Deferred Compensation	75,000	457(f) Deferred Compensation
				17,500	403(b) Retirement (10.43% of salary)
	<b>Subtotal - Guaranteed</b>		<b>636,625</b>		
	Performance Bonus		0	None	
	<b>Total</b>		<b>636,625</b>		
University of South Florida	Judy L. Genshaft Hired in 2000	5 yrs 7/1/11	Base Salary	470,000	
			Retention Bonus	100,000	\$500,000 payable at the end 5 years
			Sabbatical	0	None
			Deferred Compensation	56,400	457(f) Deferred Compensation (12% of salary)
				17,500	403(b) Retirement (10.43% of salary)
	<b>Subtotal - Guaranteed</b>		<b>643,900</b>		
	Performance Bonus		175,000	Maximum bonus	
	<b>Total</b>		<b>818,900</b>		
University of Central Florida	John C. Hitt Hired in 1992	5 yrs 7/1/11	Base Salary	505,730	
			Retention Bonus	0	None
			Sabbatical	0	None
			Deferred Compensation	83,646	457(f) Deferred Compensation (20% total)
				17,500	403(b) Retirement (10.43% of salary)
	<b>Subtotal - Guaranteed</b>		<b>606,876</b>		
	Three-year Goal Bonus		360,000	Maximum value of 2,400 units awarded for 2011-14	
	<b>Total</b>		<b>966,876</b>		

## Attachment A

**UCF Aspirational & Comparison Peers**  
**Source: Chronicle of Higher Education - Form 990 Data**

Institution	President	Svc	Salary (1)	Def Comp (2)	Retirement (3)	Guaranteed (1)-(2)+(3)	Incentive (4)	Total Comp (1)-(2)+(3)+(4)
University of Houston	Renu Khator	8	700,000	200,000	17,314	917,314	150,000	1,067,314
University of Delaware	Patrick T. Harker	8	682,502	89,216	28,600	800,318	117,654	917,972
University of South Florida	Judy L. Genshaft	15	470,000	100,000	19,536	589,536	186,525	776,061
Virginia Commonwealth University	Michael Rac	6	503,155	191,000	27,699	721,854	50,000	771,854
Auburn University	Jay Gogue	13	487,947	250,000	31,786	769,733		769,733
Arizona State University - Tempe	Michael M. Crow	8	566,200	85,500	22,500	674,200	40,000	714,200
University of South Carolina - Columbia	Harris Pastides	7	531,200		156,810	688,010		688,010
Oregon State University	Edward J. Ray	12	485,088	138,300	43,525	666,913		666,913
University of Akron	Luis M. Proenza	17	462,625		98,976	561,601	100,302	661,903
Kent State University	Lester A. Lefton	9	426,156		24,089	450,245	204,450	654,695
Florida International University	Mark B. Rosenberg	6	502,578		57,634	560,212	80,000	640,212
Florida State University	Eric J. Barron *	6	405,291		61,086	466,377	123,000	589,377
North Carolina State University - Raleigh	W. Randolph Woodson	5	520,000	52,000	38,194	610,194		610,194
University of Florida	J. Bernard Machen	12	564,553		18,956	583,509		583,509
Portland State University	Marius Wilm Wiewel	7	401,700	138,300	37,935	577,935		577,935
University of Cincinnati	Santa J. Ono	3	525,000		29,614	554,614		554,614
Georgia State University	Mark P. Becker	7	530,600		23,562	554,162		554,162
University of Texas - Arlington	Vistasp Karbhari	2	484,992		32,405	517,397		517,397
University of New Mexico	Robert G. Frank	3	358,550	100,000	50,988	458,550		458,550
San Diego State University	Elliot L. Hirshman	4	400,000		41,651	441,651		441,651
University of Colorado - Boulder	Philip DiStefano	6	406,505	40,202	6,000	395,781		395,781
University of Nebraska - Lincoln	Harvey S. Periman	14	349,579	32,445	36,992	393,887		393,887
University of North Carolina - Charlotte	Philip L. Dubois	10	324,450					
90th Percentile		14	565,871	198,200	50,741	760,157	190,110	775,220
75th Percentile		11	527,800	138,300	43,057	670,557	150,000	701,105
50th Percentile		7	485,088	100,000	32,096	561,601	117,654	610,194
25th Percentile		6	405,898	52,000	23,694	462,464	80,000	535,780
10th Percentile		3	366,840	33,996	19,014	448,574	48,000	448,722
University of Central Florida	John C. Hitt	24	491,000	98,150	28,105	617,255	117,898	735,153
	Above		55th	49th	35th	69th	51th	79th



## Attachment A

Top 20 Largest Universities - Enrollment  
Chronicle of Education Data\*

Exhibit C

Institution	President	Enrollment**	Svc	Salary (1)	Def Comp (2)	Retirement (3)	Guaranteed (1)+(2)+(3)	Incentive (4)	Total Comp (1)+(2)+(3)+(4)
University of California, Los Angeles	Gene D. Block	40,785	8	416,000			416,000		416,000
Purdue University	Mitchell E. Daniels Jr.	39,794	3	420,000		27,022	447,022	58,154	505,176
University of Wisconsin	Rebecca M. Blank	42,677	2	499,950		38,746	538,696		538,696
University of Arizona	Ann Weaver Hart	40,621	3	475,000		85,500	560,500		560,500
University of Florida	J. Bernard Machen	49,878	12	564,553		18,956	583,509		583,509
Florida State University	Eric J. Barron	40,909	6	323,191	37,703	18,717	379,611	233,000	612,611
Florida International University	Mark B. Rosenberg	47,663	6	502,578		57,634	560,212	80,000	640,212
University of Illinois at Urbana-Champaign	Phyllis M. Wise	44,942	4	550,501	100,000	29,224	659,725		659,725
University of Minnesota	Eric W. Kaler	51,526	4	610,000		83,800	693,800		693,800
Michigan State University	Lou Anna K. Simon	49,317	11	520,000		52,000	572,000	125,000	697,000
Arizona State University - Tempe	Michael M. Crow	48,702	8	566,200	85,500	22,500	674,200	40,000	714,200
University of Texas at Austin	William C. Powers Jr.	52,059	10	628,190	50,000	53,448	731,638		731,638
Rutgers University	Robert L. Berchi	48,036	3	649,624		25,120	674,744	90,000	764,744
University of South Florida	Judy L. Genshaft	41,428	15	470,000	100,000	19,636	589,536	186,525	776,061
Indiana University	Michael A. McRobbie	46,817	8	555,745	100,000	72,767	728,512	111,149	839,661
University of Michigan	Mary Sue Coleman	43,710	13	603,357	175,000	49,084	827,441	100,000	927,441
University of Houston	Renu Khator	39,540	8	700,000	200,000	17,314	917,314	150,000	1,067,314
The Ohio State University	E. Gordon Gee	57,466	8	851,303	969,324	52,500	1,873,127	333,812	2,206,939
90th Percentile		51,886	12	664,737	353,865	77,180	854,403	233,000	969,403
75th Percentile		49,163	9	608,339	175,000	53,448	719,834	168,263	773,232
50th Percentile		45,880	8	543,123	100,000	38,746	624,631	111,149	695,400
25th Percentile		41,039	4	481,238	85,500	22,500	560,284	85,000	590,785
10th Percentile		40,373	3	418,800	47,541	18,860	437,715	58,154	528,640
University of Central Florida	John C. Hitt	59,589	24	491,000	98,150	28,105	617,255	117,898	735,153
		Above		27th		49th		65th	

\* excludes Interim Presidents

\*\* Fall 2013

## Attachment A

## General Industry

Source: 2014 Proxy Reports

Exhibit D

Company Name	Executive Name	Executive Title	Total Revenue	Salary	Annual Incentive	Total Cash
PACER INTERNATIONAL INC.	Daniel W. Avramovich	Chief Executive Officer, President & Chair	1,415,000,000	550,000	-	550,000
CONSOLIDATED GRAPHICS INC	Joe R. Davis	Chairman of the Board and Chief Executive	1,048,237,000	637,500	750,000	1,387,500
FRANKLIN ELECTRIC CO INC	Gregg C. Sengstack	President & CEO	1,047,777,000	650,000	402,223	1,052,223
LUMBER LIQUIDATORS HOLDINGS, INC.	Robert M. Lynch	President and chief executive officer	1,047,419,000	725,625	-	725,625
HANGER, INC.	Vinit Asar	Chief Executive Officer of the Company	1,046,438,000	620,438	199,841	820,279
LANCASTER COLONY CORP	John B. Gerlach Jr.	Chairman of the Board, Chief Executive Of	1,041,075,000	954,810	-	954,810
AMN HEALTHCARE SERVICES INC	Susan R. Salika	PEO, President & CEO	1,036,027,000	718,000	737,745	1,455,745
ROBBINS & MYERS INC	Peter C. Wallace	President and Chief Executive Officer	1,032,166,000	807,100	1,225,000	1,972,917
BANK JOS A CLOTHIERS INC /DE/	R. Neal Black	President and Chief Executive Officer	1,027,406,000	452,840	1,354,405	1,807,245
ENSIGN GROUP, INC	Christopher R. Christensen	Chief Executive Officer and President	1,027,064,000	1,250,000	860,985	2,110,985
ASSOCIATED BANC-CORP	Philip B. Flynn	President and CEO	1,026,422,000	1,200,000	850,000	2,050,000
21ST CENTURY ONCOLOGY HOLDINGS, INC.	Daniel E. Dorsetz M.D.	Chief Executive Officer and Director	1,022,920,000	900,000	168,750	1,068,750
PATHEON INC	James C. Mullen	Chief Executive Officer	1,012,700,000	1,000,000	-	1,000,000
POWER-ONE INC	Richard J. Thompson	President and Chief Executive Officer	1,022,578,000	717,308	614,575	1,381,883
ACI WORLDWIDE, INC.	Philip G. Heasley	President and Chief Executive Officer	1,016,148,000	700,000	-	700,000
OXFORD INDUSTRIES INC	Thomas C. Chubb III	Chief Executive Officer and President	1,015,929,000	767,308	-	767,308
NAVIGATORS GROUP INC	Stanley A. Galanski	President & Chief Executive Officer	1,013,531,000	1,000,000	-	1,000,000
AMCOL INTERNATIONAL CORP	Ryan F. McKendrick	Chief Executive Officer	1,012,700,000	700,000	-	700,000
PHH CORP	Glen A. Messina	President and Chief Executive Officer	1,007,000,000	950,000	4,100,000	5,050,000
AIR METHODS CORP	Aaron D. Todd	Chief Executive Officer	1,004,773,000	765,000	877,341	1,642,341
OPPENHEIMER HOLDINGS INC	A. G. Lowenthal	Chairman, CEO and Director of the Compe	1,004,464,000	500,000	700,000	1,200,000
INTERFACE INC	Daniel T. Hendrix	President and Chief Executive Officer	1,003,903,000	952,752	388,477	1,321,229
UMPOUA HOLDINGS CORP	Raymond P. Davis	President/Chief Executive Officer	1,001,813,000	950,000	950,000	1,900,000
INNERWORKINGS INC	Eric D. Belcher	Chief Executive Officer and President	1,000,133,000	700,000	989,000	1,689,000
EPICOR SOFTWARE CORP	Joseph L. Cowan	President and Chief Executive Officer	994,956,000	640,150	973,050	1,613,200
QUALITY DISTRIBUTION INC	Gary R. Enzor	Chairman and Chief Executive Officer	991,758,000	500,000	342,833	842,833
AIR LEASE CORP	Steven F. Udvar-Házy	Chairman and Chief Executive Officer	991,241,000	1,800,000	3,420,000	5,220,000
EZCORP INC	Mark Kuchenhithier	President and Chief Executive Officer and	988,532,000	700,000	-	700,000
OMNOVA SOLUTIONS INC	Kevin M. McMullen	Chairman, Chief Executive Officer and Pre	987,400,000	789,000	-	789,000
SOLERA HOLDINGS, INC	Tony Aquila	Chief Executive Officer and President	987,259,000	810,000	1,895,400	2,705,400
CATO CORP	John P. D. Cato	Chairman, President & Chief Executive Off	986,914,000	1,147,388	1,731,641	2,879,029
JOHN BEAN TECHNOLOGIES CORP	Thomas W. Giacomini	President and Chief Executive Officer	984,200,000	725,000	1,378,666	2,103,666
BIOSCRIP, INC.	Richard M. Smith	President & Chief Executive Officer	984,055,000	647,115	-	647,115
STANDARD MOTOR PRODUCTS INC	Lawrence J. Sills	Chief Executive Officer and Chairman of th	980,392,000	530,000	276,805	806,805
CASTLE A M & P, CO	Scott J. Dolan	Former President and Chief Executive Offi	979,837,000	650,000	-	650,000
BIG 5 SPORTING GOODS CORP	Steven G. Miller	Chairman of the Board, President and Chie	977,860,000	507,692	-	507,692
LA QUINTA HOLDINGS INC.	Wayne B. Goldberg	President and Chief Executive Officer	976,938,000	800,000	1,552,000	2,352,000
ASTEC INDUSTRIES INC	Benjamin G. Brock	Chief Executive Officer	975,595,000	400,000	-	400,000
BERRY PETROLEUM COMPANY, LLC	Robert F. Heinemann	President and Chief Executive Officer	974,832,000	645,000	950,000	1,595,000
BLACK BOX CORP	Michael McAndrew	Chief Executive Officer (principal executiv	971,674,000	550,000	127,875	677,875
PARKER DRILLING CO /DE/	Gary G. Rich	PEO/President and CEO	968,684,000	627,654	355,911	983,565
NEUSTAR INC	Lisa Hook	President and Chief Executive Officer	963,588,000	750,000	980,000	1,730,000
ENTEGRIS INC	Bertrand Loy	President & Chief Executive Officer	962,069,000	679,808	713,300	1,393,108
INNOPEC INC.	Patrick S. Williams	President and Chief Executive Officer	960,900,000	886,125	1,186,521	2,072,646
DOLBY LABORATORIES, INC.	Kevin Yeaman	President and Chief Executive Officer	960,176,000	675,305	837,378	1,512,683
PUBLIC SERVICE CO OF NEW HAMPSHIRE	Thomas J. May	President and Chief Executive Officer of NI	959,500,000	1,196,325	2,250,000	3,446,325
RAYONIER ADVANCED MATERIALS INC.	Paul G. Boynton	Chairman, President and Chief Executive C	957,689,000	900,000	756,000	1,656,000

## Attachment A

General Industry  
Source: 2014 Proxy Reports

Exhibit D

Company Name	Executive Name	Executive Title	Total Revenue	Salary	Annual Incentive	Total Cash
OVERSEAS SHIPHOLDING GROUP INC	Ian T. Blackley	President and Chief Executive Officer	957,434,000	675,000	819,375	1,494,375
FEI CO	Don R. Kania	President and CEO	956,280,000	698,070	416,050	1,114,120
JANUS CAPITAL GROUP INC	Richard M. Weil	CEO	953,200,000	500,000	2,981,200	3,481,200
TREDEGAR CORP	Nancy M. Taylor	President and Chief Executive Officer	951,826,000	659,950	167,050	827,000
OLD DOMINION ELECTRIC COOPERATIVE	Jackson E. Reasor	President and CEO	951,576,000	511,905	511,905	1,023,810
W&amp;T OFFSHORE INC	Tracy W. Krohn	Chairman and Chief Executive Officer	948,708,000	1,000,000	753,000	1,753,000
SYNAPTICS INC	Rick Bergman	Chief Executive Officer & President	947,539,000	630,000	1,092,785	1,722,785
WINNEBAGO INDUSTRIES INC	Randy J. Potts	Chairman, CEO and President	945,163,000	478,000	505,437	984,437
BLOUNT INTERNATIONAL INC	Joshua L. Collins	Chairman & Chief Executive Officer	944,819,000	565,000	796,650	1,361,650
MYR GROUP INC	William A. Koertner	Chairman, President and Chief Executive Officer	943,967,000	600,000	866,337	1,466,337
STILLWATER MINING CO /DE/	Michael J. McMullen	Chief Executive Officer, Director	943,619,000	660,000	883,063	1,543,063
CIVEO CORP	Bradley J. Dodson	Chief Executive Officer	942,891,000	575,000	430,831	1,005,831
MGIC INVESTMENT CORP	Curt Culver	Chairman and Chief Executive Officer	942,597,000	966,354	2,900,000	3,866,354
UNITED FIRE GROUP INC	Randy A. Rambo	President / Chief Executive Officer	941,894,000	715,000	214,500	929,500
SHOE CARNIVAL INC	Clifton E. Sifford	President and Chief Executive Officer and President and CEO	940,162,000	575,000	575,000	1,150,000
HAEMONETICS CORP	Brian Concannon	President and CEO	938,509,000	600,000	600,000	1,200,000
SOTHEBYS	William F. Ruprecht	President and Chief Executive Officer	938,053,000	700,000	1,960,000	2,660,000
APOGEE ENTERPRISES, INC.	Joseph F. Pushys	Chief Executive Officer and President	933,936,000	770,000	1,692,500	2,462,500
ORBITZ WORLDWIDE, INC.	Barney Harford	Chief Executive Officer	932,007,000	825,000	1,200,000	2,025,000
EVERCORE PARTNERS INC.	Ralph L. Schlossstein	CEO and President	931,402,000	500,000	500,000	1,000,000
DRIL-QUIP INC	Blake T. DeBerry	President and Chief Executive Officer	930,957,000	655,000	655,000	1,310,000
INTEGRA LIFESCIENCES HOLDINGS CORP	Peter J. Arduini	President and Chief Executive Officer and President and Chief Executive Officer	928,305,000	834,300	1,126,907	1,961,207
FELCOR LODGING TRUST INC	Richard A. Smith	President and Chief Executive Officer	926,645,000	764,909	1,324,376	2,089,285
XENIA HOTELS & RESORTS, INC.	Marcel Verbaas	President and Chief Executive Officer	926,373,000	615,000	900,000	1,515,000
CH ENERGY GROUP INC	Steven V. Lant	Chairman of the Board, President, and Chief Executive Officer	924,719,000	610,000	620,862	1,230,862
NEW YORK & COMPANY, INC.	Gregory J. Scott	Chief Executive Officer	923,332,000	867,308	867,308	1,734,616
SHUTTERFLY INC	Jeffrey T. Housenbold	President and Chief Executive Officer	921,580,000	650,000	685,200	1,335,200
WEBSTER FINANCIAL CORP	James C. Smith	Chairman & Chief Executive Officer	921,049,000	882,435	861,455	1,743,890
HANCOCK HOLDING CO	John M. Halrston	President and CEO	920,812,000	707,000	520,187	1,227,187
K12 INC	Nathaniel A. Davis	Chairman of the Board, Chief Executive Officer and CEO	919,451,000	675,000	663,125	1,338,125
J&J SNACK FOODS CORP	Gerald B. Streiber	Chairman of the Board, Chief Executive Officer and CEO	918,500,000	825,000	1,444,560	2,269,560
FEDERAL SIGNAL CORP /DE/	Dennis J. Martin	President and CEO	917,525,000	669,231	498,912	1,168,143
EL PASO ELECTRIC CO /TX/	Thomas V. Shockley III	Chief Executive Officer	914,980,000	915,000	920,000	1,835,000
CEB INC.	G. Gary Yatman	Chief Executive Officer (PEO)	914,581,000	741,785	1,448,134	2,189,919
COLEMAN CABLE INC	Jeffrey O. Rosenthal	Chief Executive Officer and President	913,486,000	490,000	429,975	919,975
HIBBETT SPORTS INC	Nitin Rakesh	Chairman of the Board and Chief Executive Officer	912,729,000	311,103	343,255	654,358
SYNTEL INC	George Feidenkreis	President & Chief Executive Officer	912,224,000	1,000,000	1,000,000	2,000,000
PERRY ELLUS INTERNATIONAL, INC	Susan D. DeVore	President and Chief Executive Officer	910,549,000	977,838	1,272,411	2,250,249
PREMIER, INC.	Ronald A. Duncan	President and Chief Executive Officer	910,198,000	925,000	1,087,216	2,012,216
GENERAL COMMUNICATION INC	Deepak Chopra	Chairman, President and Chief Executive Officer	906,742,000	1,000,000	1,933,535	2,933,535
OSI SYSTEMS INC	Brian McAndrews	Chief Executive Officer	906,616,000	500,000	-	500,000
PANDORA MEDIA, INC.	Martin F. Roper	President & Chief Executive Officer	903,007,000	764,000	443,120	1,207,120
BOSTON BEER CO INC	John P. O'Donnell	President and Chief Executive Officer	902,700,000	625,000	827,500	1,452,500
NEENAH PAPER INC	Robert N. Fisch	Chairman, President and CEO, Director	901,886,000	1,025,000	840,500	1,865,500
RUE21 INC	Paul H. Sunu	Director and Chief Executive Officer	901,398,000	815,000	407,500	1,222,500
FAIRPOINT COMMUNICATIONS INC	Douglas A. Milroy	Chairman and Chief Executive Officer	900,869,000	667,329	639,448	1,306,777
G&K SERVICES INC						

26

## Attachment A

General Industry  
Source: 2014 Proxy Reports

Exhibit D

Company Name	Executive Name	Executive Title	Total Revenue	Salary	Annual Incentive	Total Cash
HERCULES OFFSHORE, INC.	John T. Rynd	Chief Executive Officer and President	900,251,000	700,000	293,125	993,125
MEMORIAL RESOURCE DEVELOPMENT CORP.	John A. Weinzler	Chief Executive Officer	899,345,000	300,000		300,000
EAGLE MATERIALS INC	Steven R. Rowley	President and Chief Executive Officer	898,396,000	885,000	1,080,460	1,965,460
NACCO INDUSTRIES INC	Alfred M. Rankin Jr.	Chairman, President and CEO of NACCO	896,782,000	522,480	1,082,454	1,604,934
WILLIAM LYON HOMES	William H. Lyon	Director and Chief Executive Officer	896,679,000	600,000	712,500	1,312,500
DIODES INC./DEL	Keh-Shew Lu	President and Chief Executive Officer	890,651,000	548,000	616,968	1,164,968
HURON CONSULTING GROUP INC.	James H. Roth	President and Principal Executive Officer	889,207,000	900,000	960,300	1,860,300
SOUTH JERSEY INDUSTRIES INC	Edward J. Graham	Chairman, President and Chief Executive Officer	886,996,000	721,000	689,456	1,410,456
CALLAWAY GOLF CO	Edward J. Wehmer	President & Chief Executive Officer	886,945,000	750,000	1,005,000	1,755,000
WINTRUST FINANCIAL CORP	Eric L. Affeldt	President and Chief Executive Officer	886,507,000	1,100,000	288,000	1,388,000
CLUBCORP HOLDINGS, INC.	Steven D. Fredrickson	Chief Executive Officer and President	884,155,000	650,000	280,800	930,800
PRA GROUP INC	David A. Helfand	Chairman, President, and Chief Executive Officer	880,969,000	846,154	2,000,000	2,846,154
EQUITY COMMONWEALTH	Ramza Y. Hermiz	President and Chief Executive Officer	879,378,000	600,000		600,000
SHILOH INDUSTRIES INC	Bryan A. Shinn	President and Chief Executive Officer	878,744,000	700,000	539,700	1,239,700
U.S. SILICA HOLDINGS, INC.	Mark W. Bruggier	President and Chief Executive Officer	876,741,000	650,000	1,133,334	1,783,334
DIAMONDROCK HOSPITALITY CO	Paul A. Bragg	President and Chief Executive Officer	875,889,000	725,000	1,390,260	2,115,260
VANTAGE DRILLING CO	Michael J. Gerdin	Chairman and Chief Executive Officer	875,561,000	595,000	1,016,321	1,611,321
HEARTLAND EXPRESS INC	Richard A. Boehne	Chief Executive Officer, Chairman, Preside	871,355,000	500,000		500,000
E.W. SCRIPPS CO	Alan Masarek	President & Chief Executive Officer	869,068,000	680,000	413,440	1,093,440
VONAGE HOLDINGS CORP	Eric DeMarco	Chief Executive Officer	868,953,000	800,000	210,000	1,010,000
KRATOS DEFENSE & SECURITY SOLUTIONS, INC.	John A. Kansas	President and Chief Executive Officer	868,000,000	760,000		760,000
BANKUNITED, INC.	Brian J. Driscoll	Chairman, President and Chief Executive Officer	867,909,000		1,870,000	1,870,000
DIAMOND FOODS INC	R. Michael Rouleau	President and Chief Executive Officer	865,207,000	825,000	558,875	1,381,875
TUESDAY MORNING CORP/IDE	Andrew P. Hayek	Chief Executive Officer	864,844,000	560,000	216,650	1,381,490
SURGICAL CARE AFFILIATES, INC.	Colin Heffron	President and Chief Executive Officer	864,736,000	780,000	690,066	1,470,066
GFI GROUP INC.	Michael Boustridge	Chief Executive Officer	863,879,000	700,000		700,000
CIBER INC	Leonard I. Fluxman	President & CEO, Director	863,607,000	700,000		700,000
STEINER LEISURE LTD	J. Mariner Kemper	President and Chief Executive Officer	863,454,000	803,846		803,846
UMB FINANCIAL CORP	Frank G. Heard	Chairman and CEO	862,559,000	862,110	948,321	1,810,431
GIBALTAR INDUSTRIES, INC.	Julie M. Howard	Director, President, and Chief Executive Officer	862,087,000	450,000	98,075	548,075
NAVIGANT CONSULTING INC	Lynn A. Peterson	Chairman and Chief Executive Officer	859,617,000	800,000	746,000	1,546,000
KODIAK OIL & GAS CORP	Dominic F. Silvester	President & CEO	859,584,000	540,000	1,080,000	1,620,000
ENSTAR GROUP LTD	J. Christopher Donahue	Chief Executive Officer	859,517,000	2,165,060		2,165,060
FEDERATED INVESTORS INC /PA	James M. Trimble	President and Chief Executive Officer	859,250,000	787,500	1,862,500	2,450,000
PDC ENERGY, INC.	Stephanie A. Streefer	CEO and President	856,207,000	710,000		710,000
LIBBEY INC	Andrew G. Ingalls	Chief Executive Officer	855,892,000	768,750	941,390	1,710,140
KOSMOS ENERGY LTD.	Mark F. O'Neil	Chairman and Chief Executive Officer	855,877,000	900,000	1,575,000	2,475,000
DEALERTACK TECHNOLOGIES, INC	David L. Wenner	Chairman and Chief Executive Officer	854,415,000	820,000	462,569	1,082,569
B&amp;G FOODS, INC.	Gordon Hunter	Former President and Chief Executive Officer	852,117,000	675,000		675,000
LITTELFUSE INC /DE	Kan Kannappan	Chairman of the Board, President and Chief	851,995,000	730,714	887,087	1,617,801
PLANTRONICS INC /CA		Director, President and CEO	818,607,000	700,000	759,021	1,459,021
90th Percentile			1,020,006,400	962,691		2,311,300
75th Percentile			960,114,500	822,500		1,822,716
50th Percentile			930,957,000	700,000		1,381,883
25th Percentile			888,101,500	621,579		855,071
10th Percentile			863,515,200	508,956		651,743

Attachment A

***Exhibit E – Performance Incentive Measures and Goals***

---

---



## Attachment A

## 2012-15 Performance Incentive Measures and Goals

Objective	Performance Goals			
	Weight	Minimum	Target	Maximum
<b>Quality of Education</b>				
Strengthen UCF's reputation and effectiveness by improving six-year graduation rates for FTIC students. Average six-year graduation rates for FTIC students in 2006, 2007, and 2008 cohorts.	24%	64.2%	64.7%	65.2%
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 2011, 2012, and 2013 cohorts.	14%	87.7%	88.2%	88.7%
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 2008, 2009, and 2010 cohorts.	24%	75.10%	75.35%	75.50%
<b>External Support</b>				
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 2012-13, 2013-14, 2014-15.	19%	\$131,585	\$132,902	\$134,232
Total philanthropy to the UCF 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

# Attachment A

## 2013-16 Performance Incentive Measures and Goals

Objective		Performance Goals		
Performance Measure	Weight	Minimum	Target	Maximum
<b>Quality of Education</b>				
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%
<b>External Support</b>				
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 UCF 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

## 2014-17 Performance Incentive Measures and Goals

## Attachment A

Objective	Performance Goals			
	Weight	Minimum	Target	Maximum
<b>Quality of Education</b>				
Strengthen UCF's reputation and effectiveness by improving six-year graduation rates for FTIC students. Average six-year graduation rates for FTIC students in 2008, 2009, and 2010 cohorts.	22%	68.5%	69.0%	69.5%
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 2013, 2014, and 2015 cohorts.	12%	88.5%	89.0%	89.5%
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 2010, 2011, and 2012 cohorts.	22%	75.5%	76.0%	76.5%
<b>External Support</b>				
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 2014-15, 2015-16, and 2016-17.	17%	\$131,585	\$132,902	\$139,547
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, 2014, to June 30, 2017.	17%	\$200,000,000	\$210,000,000	\$220,000,000
<b>BOG Performance Funding Benchmarks</b>				
Maintain UCF's performance and standing as a top tier SUS institution. Average of final performance funding rankings from 2015, 2016, and 2017.	10%	Top 5	Top 4	Top 3

ITEM: INFO-2

University of Central Florida  
**BOARD OF TRUSTEES**

**SUBJECT:** UCF Downtown Update

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Information only.

**BACKGROUND INFORMATION**

An update on UCF's plans to establish a campus in downtown Orlando, including facilities, academic plans, expected student learning behavior, enrollment, and partner contributions.

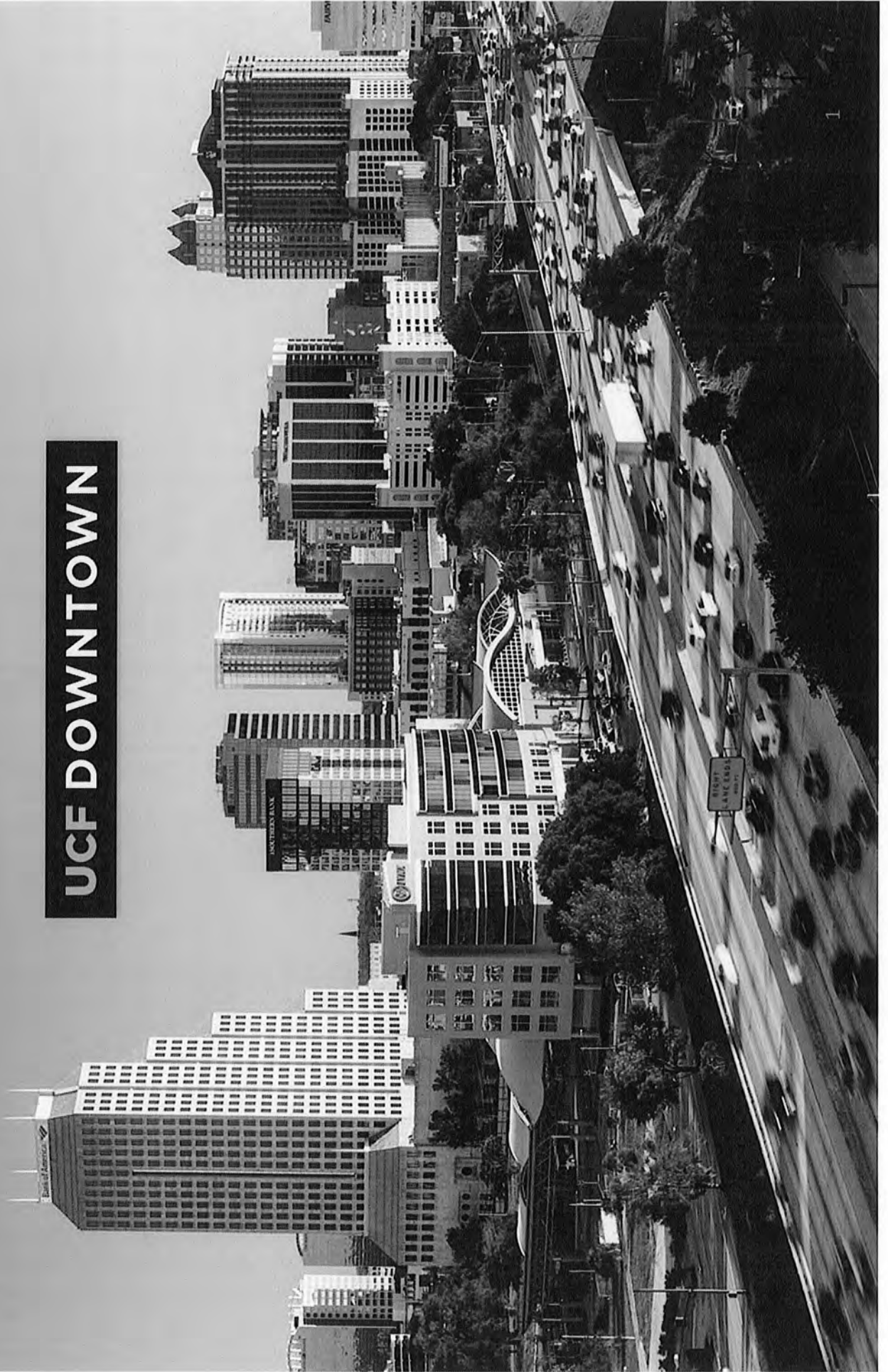
---

**Supporting documentation:** Attachment A: UCF Downtown presentation

**Prepared by:** Christine Dellert, Assistant Vice President for Strategic Communications and Marketing, Academic Affairs

**Submitted by:** A. Dale Whittaker, Provost and Executive Vice President

# UCF DOWNTOWN





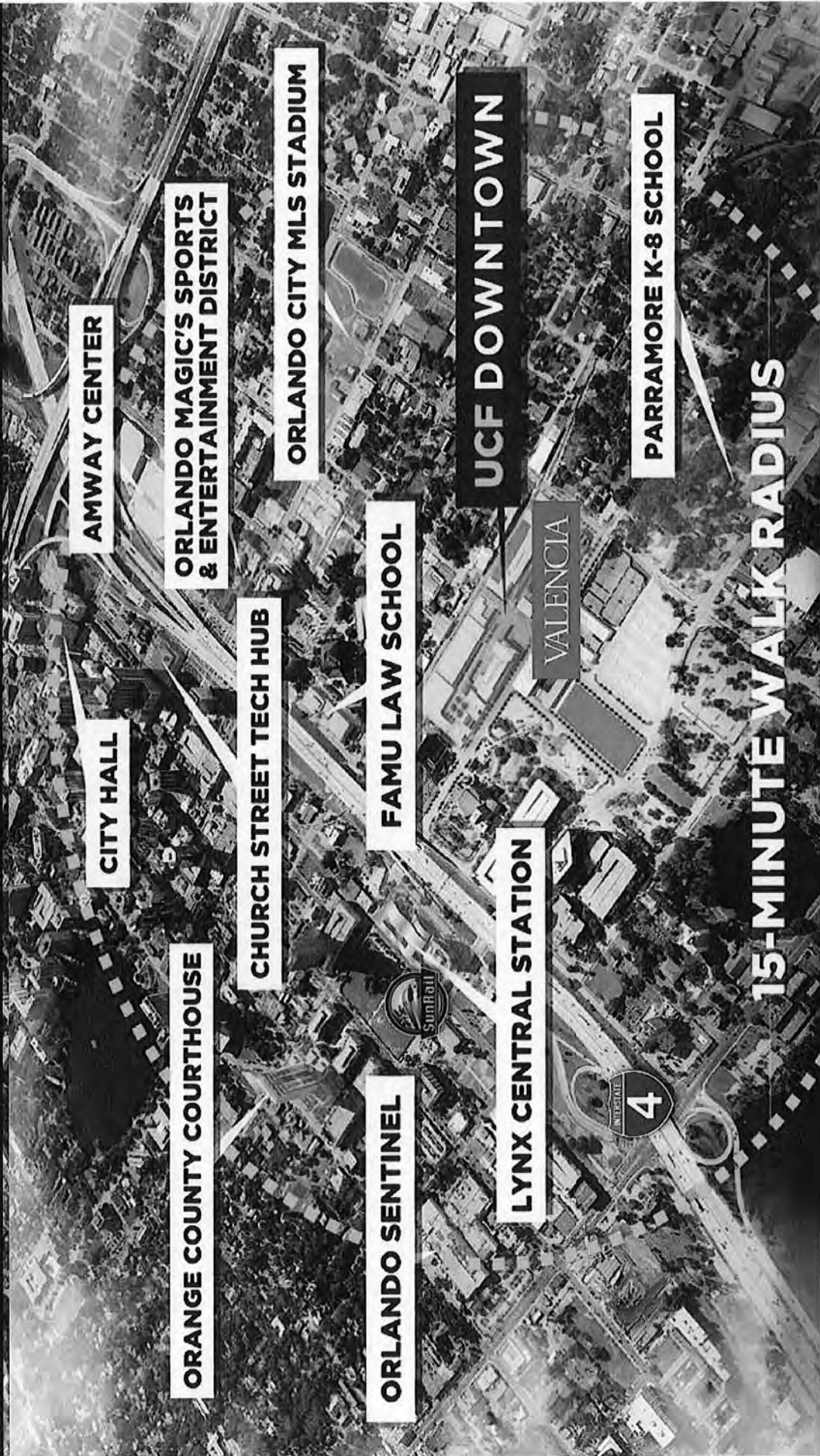
# Questions We've Heard

Why does UCF want to build downtown?

Which academic programs will relocate, and why?

How many students will be served at the downtown campus?

**UCF DOWNTOWN**



**AMWAY CENTER**

**ORLANDO MAGIC'S SPORTS  
& ENTERTAINMENT DISTRICT**

**ORLANDO CITY MLS STADIUM**

**UCF DOWNTOWN**

**PARRAMORE K-8 SCHOOL**

**CITY HALL**

**ORANGE COUNTY COURTHOUSE**

**CHURCH STREET TECH HUB**

**FAMU LAW SCHOOL**

**VALENCIA**

**15-MINUTE WALK RADIUS**

**ORLANDO SENTINEL**

**LYNX CENTRAL STATION**





# Academic Programs

## UCF

### Relocating programs

- Communication (M.A.)
- Corporate Communication (Certificate)
- Digital Media (B.A., M.A.)
- Health Care Informatics (M.S.)
- Health Informatics and Information Management (B.S.)
- Health Sciences (M.S.)
- Health Services Administration (B.S.)
- Human Communication (B.A.)
- Legal Studies (B.A., B.S.)
- Social Work (B.S.W., M.S.W)
- Military Social Work (Certificate)

### Programs currently at Center for Emerging Media

- Emerging Media: Character Animation Track (B.F.A.)
- Interactive Entertainment (M.S.)

## Valencia

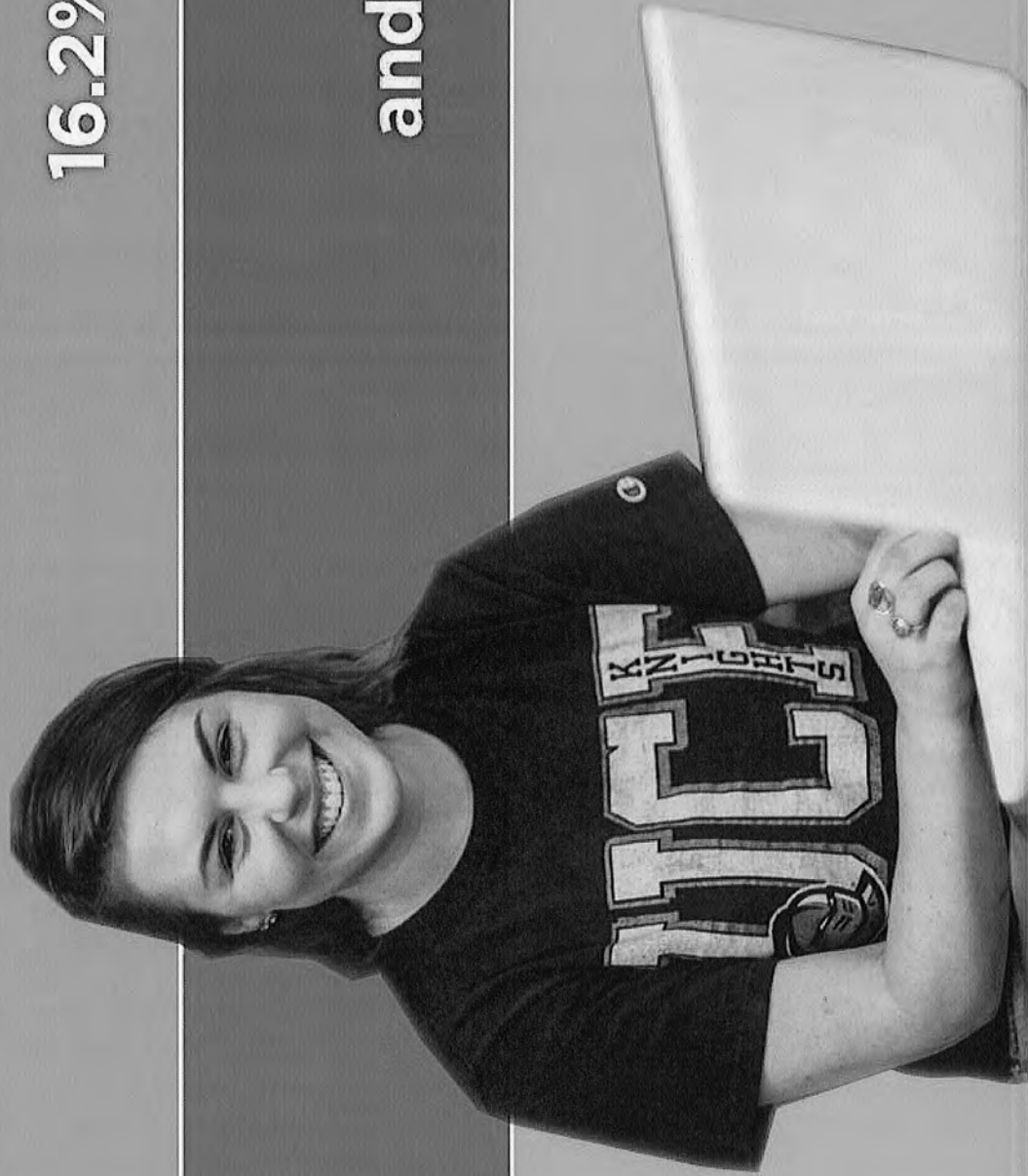
- Associate of Arts (A.A.)
- Culinary and Hospitality (A.S.)
- Digital Media (A.S.)
- Health Information Technology (A.S.)

\*Florida Board of Governors Programs of Strategic Emphasis

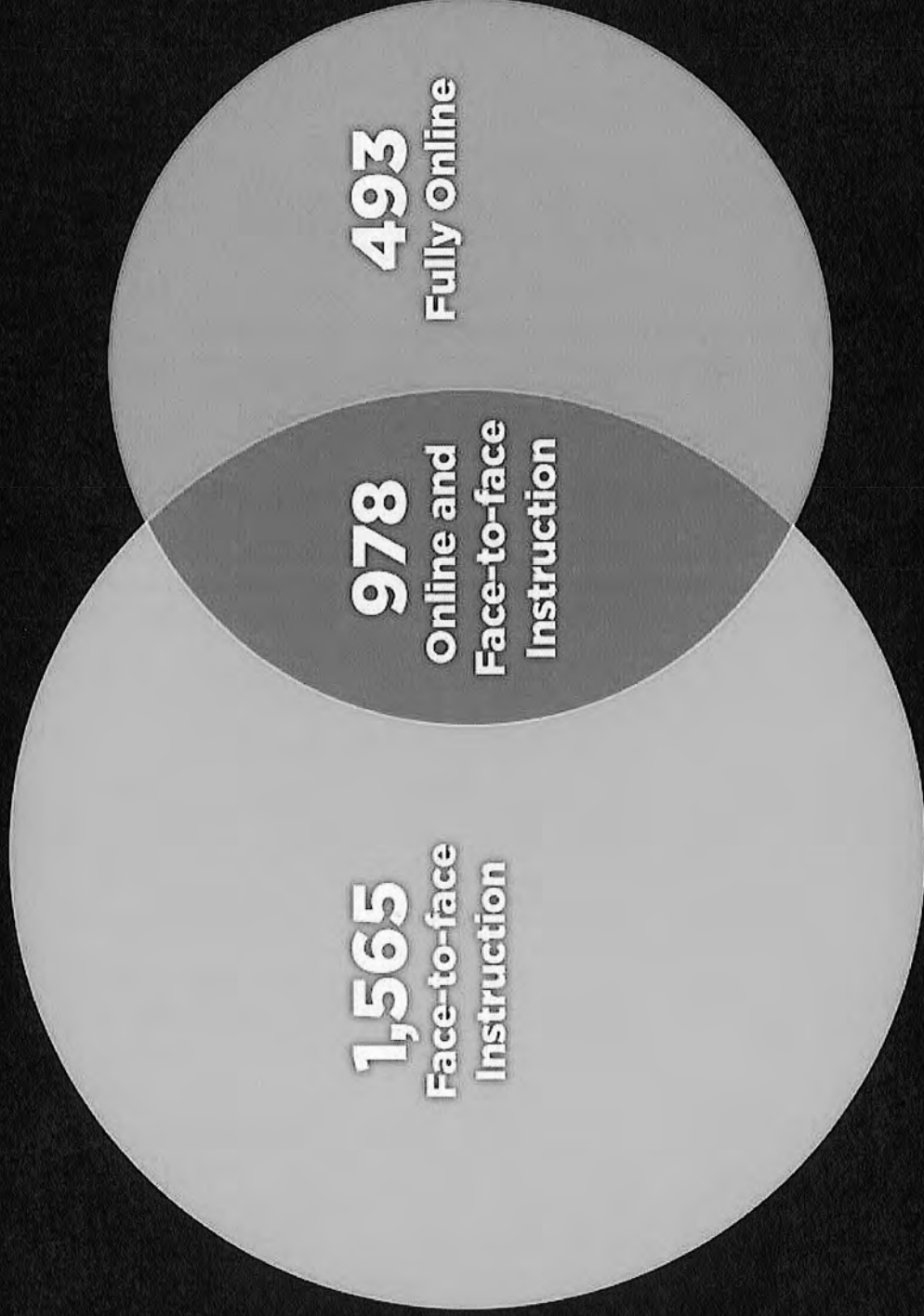
**16.2% Fully Online**

**37.2% Online  
and Face-to-face**

**43.6%  
Face-to-face  
Instruction**



# Rosen College Students by Modality





**NEW FUNDING MODEL**

**\$20 million  
UCF funds**

**\$20 million  
community  
support**

**\$20 million  
state funds**

**\$2 million – Valencia funds**

**\$3 million – Orange County funds**

Academic Concept

# Partner Contributions

## CITY OF ORLANDO INVESTMENT

Estimated land value

\$20 million

Estimated building value

\$22.5 million

Infrastructure investment

\$25 million

New private developer support

\$7.7 million

**Total investments**

**\$75.2 million**

# Academic ROI

**14**

UCF Academic Programs

**9**

BOG Programs of Strategic Emphasis

**1,840**

UCF Degrees Awarded Annually

**7,698**

UCF and Valencia Students Enrolled



ITEM: FF-1

University of Central Florida  
Board of Trustees

**SUBJECT:** 2016-17 Tuition and Fees

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve no increase to the tuition and fees included in the schedule below for the 2016-17 academic year, effective Fall 2016.

	<u>Undergraduate</u>	<u>Graduate</u>
Tuition <sup>1</sup>	\$ 105.07	\$ 288.16
Tuition differential	44.20	-
Out-of-state fee	511.06	785.15
Financial aid fee <sup>1</sup>	5.16	14.40
Non-resident financial aid fee	25.55	39.25
Transportation Access fee	9.10	9.10
Activity and Service fee	11.67	11.67
Athletic fee	14.32	14.32
Health fee	10.84	10.84
Technology fee <sup>1</sup>	5.16	14.40
Capital improvement fee	6.76	6.76

<sup>1</sup> Undergraduate tuition, effective for Fall 2016, will be established by the legislature in Spring 2016. The financial aid and technology fees are contingent upon the established tuition rate.

---

**Supporting documentation:** None

**Prepared by:** Tracy Clark, Associate Provost for Budget, Planning, and Administration and Associate Vice President for Finance  
Maribeth Ehasz, Vice President for Student Development and Enrollment Services

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

ITEM: FF-2

University of Central Florida  
Board of Trustees

**SUBJECT:** Boutique Hotel

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve the agreement for a boutique hotel on campus.

---

**Supporting documentation:** Overview of UCF Hotel and Conference Center (Attachment A)  
UCF Hotel Rendering One (Attachment B)  
UCF Hotel Rendering Two (Attachment C)  
UCF Hotel Plans (Attachment D)

**Prepared by:** John C. Pittman, Associate Vice President for Administration and Finance,  
Debt Management  
W. Scott Cole, Vice President and General Counsel

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



**UCF Hotel & Conference Center**

**Project Summary**

**November 5, 2015**

The UCF Hotel will be a hotel that is designed with the operating efficiencies of an upscale full service branded hotel, yet with an emphasis on the desirable attributes of a destination boutique hotel. The hotel design specifically addresses the needs of UCF in accommodating its visitors and dignitaries, as well as the corporate traveler with affiliations to the businesses surrounding the UCF campus. Importantly, the hotel staff will provide a personalized level of service that will enrich the experience for all hotel, conference and special event guests.

The hotel will be intimate, warm and inviting; a sanctuary within the hustle and bustle of the campus and Alafaya Trail. Lush landscaping will help to enhance the visitor's arrival, and views of the courtyard entertainment area from the front desk will be noteworthy. The ground floor will be open and engaging, yet with defined areas for gathering, relaxing, dining and event functions. The conference facilities, which include a large ballroom capable of being subdivided into five sections, is complemented by four additional meeting rooms plus a boardroom. Lobby seating areas, a coffee shop and a lobby lounge provide opportunities for casual meetings and social gatherings. The 12,000 square feet of exterior entertainment areas are enclosed by a landscaped perimeter wall that provides visual and acoustic separation from the adjacent streets, allowing for outdoor events of all sizes and types.

The conference facilities can accommodate up to 700 in a meeting configuration and 350 for banquet events. Catering for the conference facilities is provided from the central kitchen, which will be located adjacent to the full service three-meal restaurant that looks out over the event lawn and pool area. Controlled access surface parking for 200 cars will be provided on site.

The room floors are defined by ample corridors, recessed room entries and high ceilings. The 135 rooms will be configured to address the individual traveler (king rooms), small families (double queen rooms), larger families (adjoining king and double queen rooms), and executives (suites). Housekeeping is provided with appropriate service rooms on each floor, allowing for minimal disruption while rooms are serviced.

The exterior design of the hotel, yet to be finalized, will be complementary to the architectural style of the campus. The building will be inviting and intimate in scale, presenting itself as a quiet destination within the activity zones that surround it. Approval of the final design by UCF is a requirement of the development agreement.

Attached are the site plan, the ground floor plan, upper floor plans and individual room plans.

## **UCF Hotel & Conference Center**

### **The Hotel Experience**

#### **General:**

The hotel will be operated as an independent boutique hotel. The affiliation to UCF will be apparent, yet understated. The design of the facility will be unique yet comfortable. And the staff will be engaging yet unassuming.

#### **The Guest Experience:**

The guest, whether they be overnight, conference, meeting, wedding or dining, will always feel that they are important and welcome.

#### **The Lobby:**

The design of the ground floor will provide an immediate awareness of the location for each of the functional areas. Elevators to the room floors are directly across the lobby from the front desk with easy access to the porte cochere entry as well as to the pool and outdoor function space. The lobby will have hard surface flooring complemented by areas of plush carpeting that delineate circulation from relaxation. Full height glazing will allow natural light to flood the interior and provide vistas to the courtyards. Sun shading, canopies and overhangs will control solar gain. Specific attention to acoustics will result in a feeling of quiet calm, not urban bustle.

#### **Rooms:**

Attention to detail will be a cornerstone of the design. Rooms will be well appointed and dignified. Rich carpet, high ceilings and quality furnishings will provide a warm place to relax and enjoy a peaceful night's sleep. Ceramic tile and glass panels dominate the baths. The room floor corridors are wide and elegantly lit, with recessed entries.

#### **Conference, Meetings, Banquets and Special Events:**

The facility is being designed to accommodate large and small events alike, both indoors in the formal meeting rooms and outdoors in the multiple event areas. Emphasis has been placed on the ability to accommodate pre-function as well as post-function gatherings. The conference facilities will be flexible with the ability to accommodate functions of various sizes and needs at the same time. All meeting rooms will include state of the art audio visual accommodations.

#### **Amenities:**

The hotel will have a full service three-meal restaurant designed to be comfortable and inviting for breakfast & lunch, but intimate for dinner. It will be complemented by a large lobby lounge and a coffee shop, all on the ground floor. Exterior seating areas will be adjacent to each of these venues. The guest will have easy access to the exterior pool, outdoor courtyards, and indoor exercise facility.

#### **Reservation Systems:**

In addition to on site marketing, sales and reservation personnel the management company will utilize an easy to access, browser friendly web page with state of the art internet marketing and bookings. Management will work with UCF to provide blocks of rooms in conjunction with UCF events and conferences.

**Project Team Members**

**Developer:**

KUD International is the developer. KUD has prior experience with UCF, having completed the Knight's Plaza projects, including CFE Arena and The Towers. KUD International is a subsidiary of Kajima Corporation, one of the world's largest construction, engineering and development companies with net assets of over \$3 billion. KUD has specific area hospitality experience, having recently completed the 1500 room Bonnet Creek Hilton and Waldorf Astoria project. KUD is excited to have this opportunity to continue to serve UCF.

**Ownership:**

KUD will be the co-managing partner in the ownership entity. KUD will be joined by Brooksville Development Company, an Orlando based developer that was also KUD's partner in Bonnet Creek. The limited partner will be Atlantic American Partners, a Florida based equity investor.

**Management:**

KUD and Brooksville will oversee the management of the hotel operator, Charlestowne Hotels. Charlestowne is an operator of 37 hotels, primarily in the southeastern United States. Charlestowne has specific expertise in managing hotels and conference centers on or near university campuses.

**Design:**

Baker Barrios will serve as KUD's architect on the project. Baker Barrios has designed projects for several major flags as well as for independent boutique hotels, including the Alford Inn at Rollins College. Baker Barrios has also completed several projects on the UCF campus (UCF Engineering III, UCF Business Administration II, UCF Teaching Academy, UCF Morgridge International Reading Center), and has worked with KUD on projects in the past.

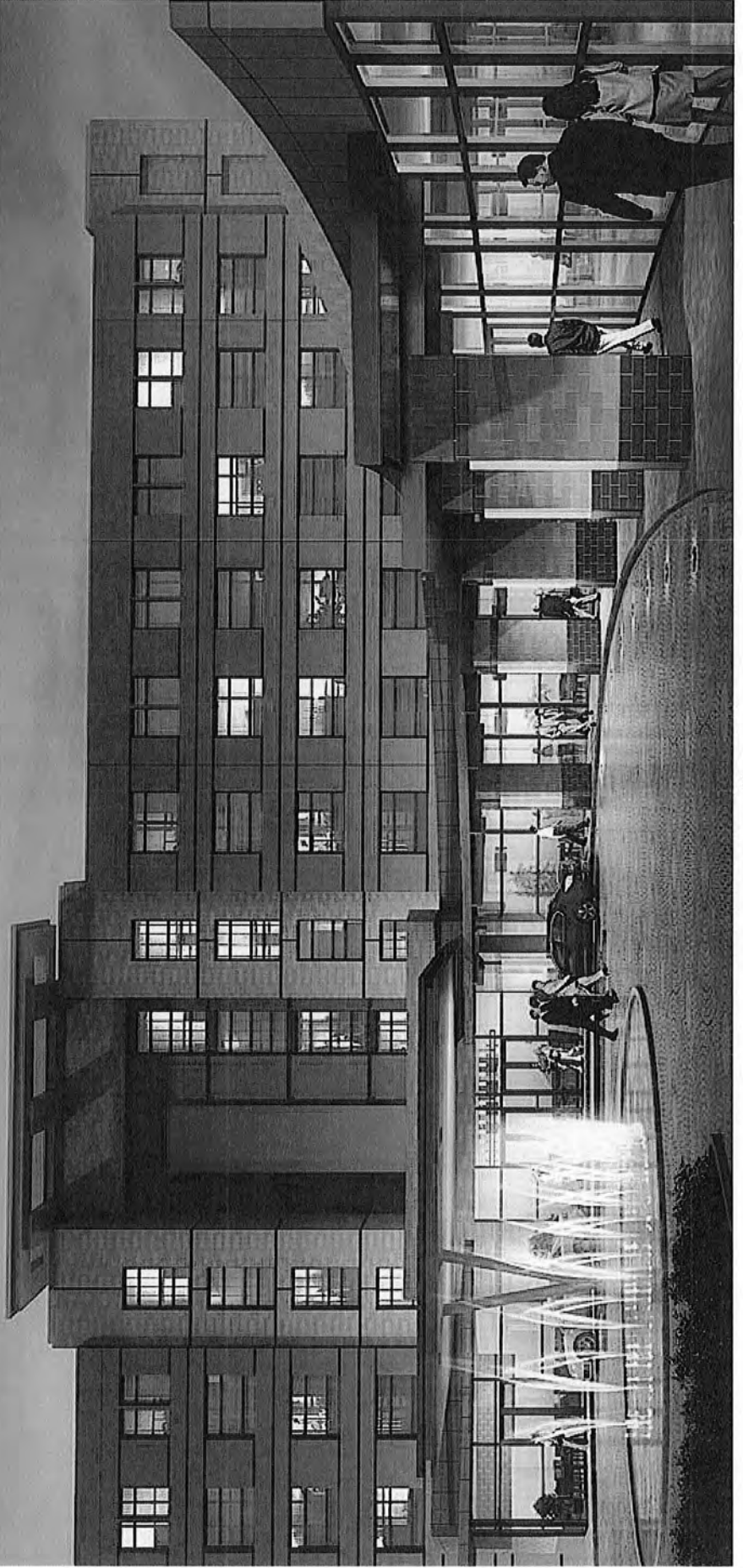
**Construction:**

KUD will use its sister company, Batson-Cook Construction, to construct the hotel. Batson-Cook is a major southeast US contractor that is also owned by Kajima USA. Batson-Cook has significant central Florida expertise, and recently completed the SkyHouse residential project in downtown Orlando. Batson-Cook will competitively bid the components of the project to pre-qualified trade contractors from the Orlando area.

Attachment B

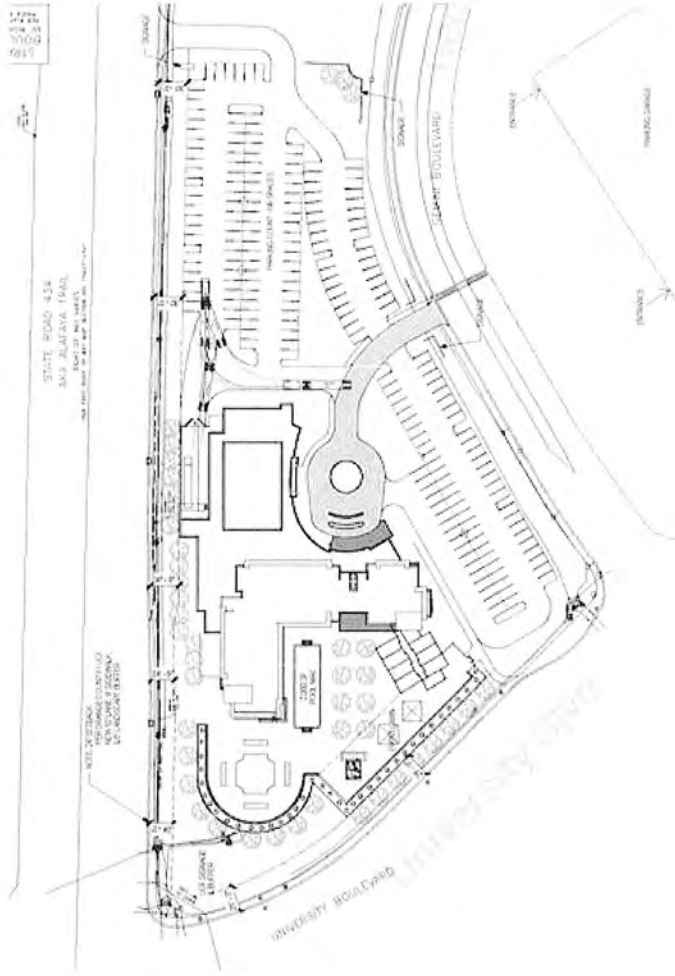




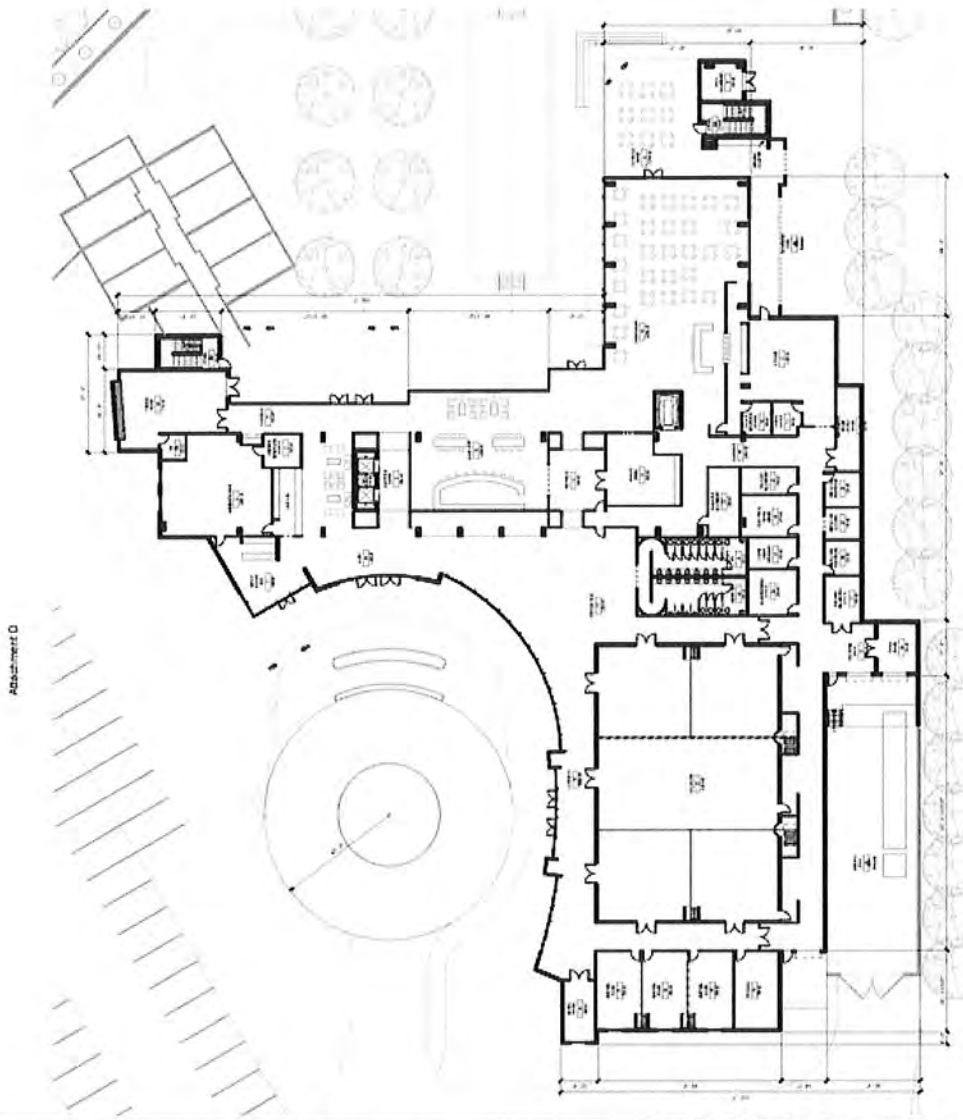




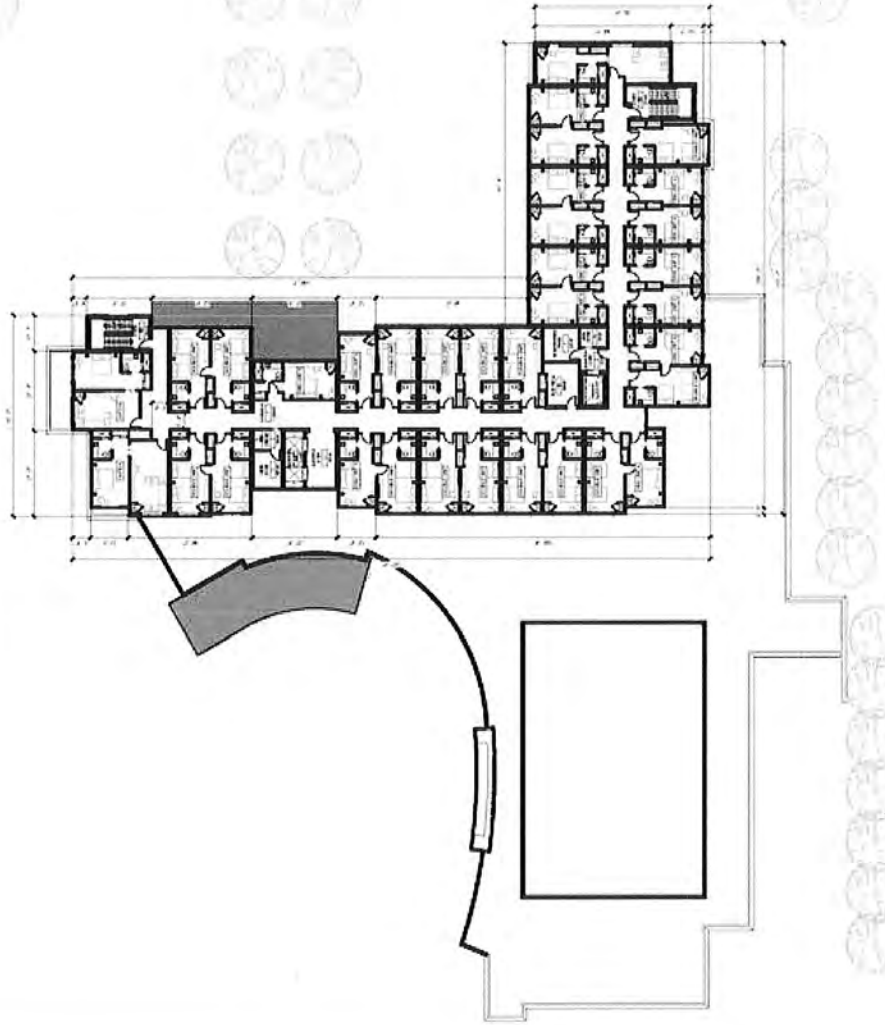
Attachment D



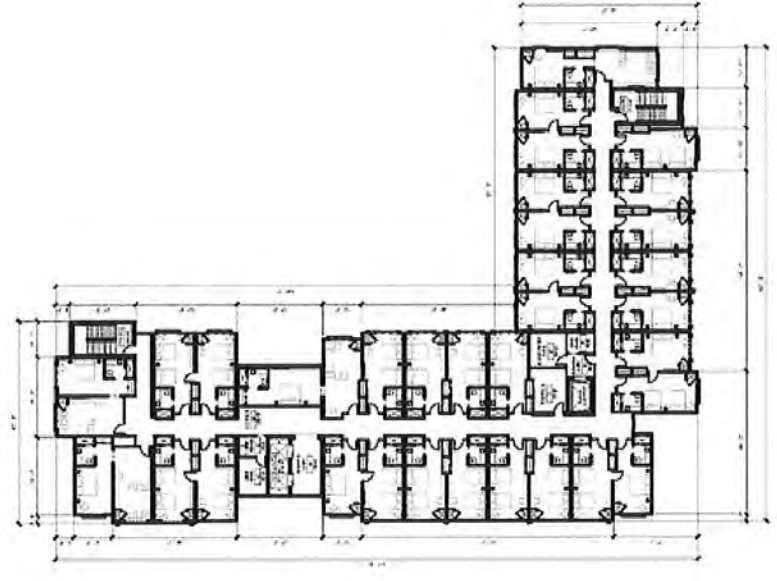
**B** UCF HOTEL & CONFERENCE CENTER  
CONCEPTUAL GROUND FLOOR PLAN  
10/21/15



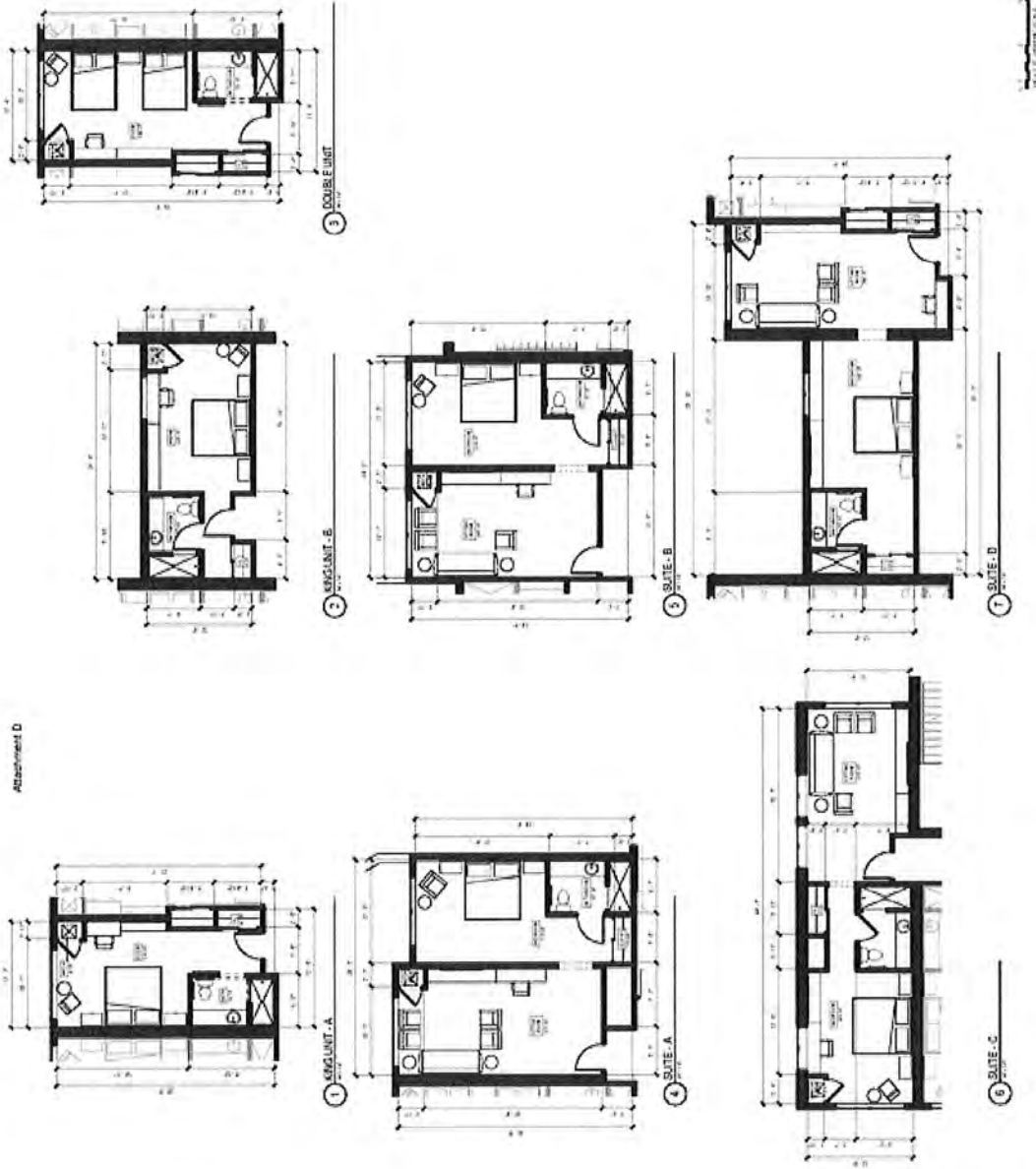
Attachment D



Attachment D



Attachment D





ITEM: FF-3

University of Central Florida  
Board of Trustees

**SUBJECT:** Campus Food Service Agreement

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve a 10-year negotiated agreement with Aramark, the university's current food service provider.

**BACKGROUND INFORMATION**

The current food service contract is a multi-year agreement with Aramark that commenced in 2006, and it has mutually-agreeable five-year extensions that could take it to 2026. With the next extension decision due in September 2016, the university is able to negotiate a 10-year agreement with Aramark instead of two five-year agreements. An extension has been negotiated that consolidates the food service program at UCF, guarantees significant capital dollars to renovate and expand the Student Union, and offers a best-in-class comprehensive financial package.

---

**Supporting documentation:** None

**Prepared by:** Curt Sawyer, Associate Vice President for Administration and Finance

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

ITEM: INFO-3

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2014-15 President's Annual Report

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Information only.

**BACKGROUND INFORMATION**

The President's Annual Report

---

**Supporting documentation:**

Attachment A: 2014-15 President's Annual Report

**Prepared by:** Rick Schell, Vice President and Chief of Staff

**Submitted by:** Rick Schell, Vice President and Chief of Staff

# Attachment A

**ANNUAL REPORT**  
**July 1, 2014-June 30, 2015**  
**John C. Hitt**

**Presented to the Board of Trustees**  
**University of Central Florida**

Since coming to UCF more than 23 years ago, I have worked to advance our university to greatness and to accomplish the five goals for UCF that I established when I arrived. They are to

- offer the best undergraduate education available in Florida
- achieve international prominence in key programs of graduate study and research
- provide international focus to our curricula and research programs
- become more inclusive and diverse
- be America's leading partnership university.

In reviewing this past year's activities, I am proud of the following highlights that together we have achieved during the 2014-15 academic year.

UCF tied for third place in the application of the State University System of Florida's performance-based funding model. The \$16.8 million allocated to the university was used in part to hire 100 new and 100 replacement faculty members and to provide a 3 percent raise to employees.

The university awarded 15,481 degrees, a school record that led all universities in Florida in the number of degrees awarded. The university celebrated its 250,000<sup>th</sup> graduate at the spring 2015 commencement ceremony and has now awarded more than 270,000 degrees.

For the second year in a row, UCF led all other universities in Florida in the enrollment of freshman National Merit Scholars with 79 Scholars. This number ranked UCF ninth in the nation for freshman Merit Scholars at public universities. The total number of Merit Scholars at UCF was 275.

The Carnegie Foundation awarded its 2015 Community Engagement classification to UCF, making it one of only 25 public universities with the foundation's highest designation in both categories of "community engagement" and "very high research activity."

UCF announced plans to establish a robust downtown Orlando campus, which will have programs, facilities, and housing for approximately 7,000 students.

In the second year of membership in the American Athletic Conference (AAC), the football, golf, rowing, softball, volleyball, and women's soccer teams won conference championships.

## Attachment A

The student-athlete graduation rate of 95 percent ranked UCF first among public institutions in the country, and our football program ranked first in the AAC among public schools for its graduation rate.

In partnership with Florida International University and the University of South Florida, UCF supported the evolution of the Florida Consortium of Metropolitan Research Universities. This partnership seeks to help more students graduate from college while boosting economic development around the state.

UCF has benefitted from membership in the University Innovation Alliance, a national group of 11 major public research institutions that joined together one year ago to improve the graduation rates of students, particularly first-generation and low-income students. As a result of our membership in the Alliance, UCF has:

- developed metamajors in our College of Engineering and Computer Science to more successfully advise students
- implemented the Knights Graduation Grant Initiative, a financial support program targeting students nearing graduation
- contracted with the Education Advisory Board to pursue a change-management process to alter our advising and student support processes using predictive analytics, proactive advising, and case management
- identified and begun to track students with average success to offer them advising, workshops, coaching, and mentoring
- refocused the agenda of the Faculty Center for Teaching and Learning to more strongly emphasize student success.

My detailed 2014-15 annual report to the UCF Board of Trustees follows.

### **ENROLLMENT AND DEGREES AWARDED**

UCF's total enrollment for this reporting year was 60,821, an increase of 1.8 percent over the past year. Undergraduate enrollment was 52,539, an increase of 2.4 percent. Graduate and professional degree enrollment was 7,862, a decrease of 3.2 percent. The College of Medicine enrolled 420 medical students.

Other enrollment data of note include the following.

- The Burnett Honors College enrolled 506 freshmen for a total enrollment of 1,814 students.
- African-American student enrollment reached 6,408, an increase of 4.2 percent, and Hispanic student enrollment reached 13,127, an increase of 8.6 percent.
- Minority headcount for the academic year was 41.3 percent.
- International students totaled 2,458 from 128 countries.
- Study abroad programs enrolled 372 students.

UCF awarded 12,793 bachelor's degrees, an increase of 1.6 percent; 324 graduate certificates, a decrease of 2.4 percent; 2,233 master's degrees, a decrease of 12.1 percent; and 423 doctoral degrees (including medical degrees), an increase of 18.8 percent.

# Attachment A

## STUDENT QUALITY

The average high school grade point average of our freshman class was 3.92, an increase of .03 point. The average SAT score of first-time-in-college students was 1256, an increase of eight points, and the average SAT score for students entering The Burnett Honors College was 1398, an increase of three points. The FTIC full-time retention rate was 87.5 percent, an increase of 0.5 percent. The university also enrolled 79 National Merit Scholars in the fall 2014 semester, an increase of 30 percent.

During the academic year, UCF sponsored seven Fulbright Scholars.

College of Business Administration students Jon Wachob and Brandon Carpenter won first place at the Florida Collegiate Business Plan Competition, and student Jess Wolf won second place at the Blackstone LaunchPad Demo Day at Blackstone LaunchPad in New York City.

College of Sciences anthropology student Adam Kersch won the National Geographic Society's Young Explorers Grant.

College of Sciences statistics student Justin Mooney received first place in the EverBank Data Analysis Competition.

College of Graduate Studies student Andres Ceballos received the 2014 Service Award from the National Institutes of Health.

## PROGRAM QUALITY

The university continued to strengthen its academic programs.

*U.S. News & World Report* ranked UCF third as an "Up and Coming" university. In the overall rankings, the university tied for 97<sup>th</sup> among public institutions and tied for 58<sup>th</sup> in the Best Colleges for Veterans category. The publication ranked 23 graduate programs among the top 100 in their fields nationally. Among those programs, the Counselor Education degree program earned UCF's highest ranking at 10<sup>th</sup>, Special Education and Optical Science ranked 14<sup>th</sup>, and Nurse Educator and Nonprofit Management ranked 25<sup>th</sup>.

*Forbes* ranked UCF as 170<sup>th</sup> in the Research Universities category and 96<sup>th</sup> among all universities in the South. *Kiplinger* named UCF 42<sup>nd</sup> in its Best Values category for public colleges. The Florida Interactive Entertainment Academy was ranked second in North America for Video Game Graduate Programs by *Princeton Review* for a second year in a row. UCF placed sixth in the publication's Best Colleges category for having one of the best health services in the nation.

*G.I. Jobs* named UCF one of the top 15 colleges and universities for veteran-friendly campuses.



## Attachment A

The Rosen College of Hospitality Management program ranked seventh among the Top Hospitality Management Programs in the World, according to eHow.com.

The online programs of the Department of Criminal Justice were ranked first in the nation by Bestcolleges.com.

Research produced by the faculty in the public administration program was ranked 92<sup>nd</sup> by the *Journal of Public Affairs Education*.

The College of Medicine secured Continuing Accreditation from the National Accrediting Agency for Clinical Laboratory Sciences.

### **DISTRIBUTED LEARNING**

The distributed learning program provided students with high-quality, convenient, and engaging opportunities to obtain courses, graduate certificates, and degrees. The university offered 28 online undergraduate minors, 18 online bachelor's degree programs, 34 online graduate certificate programs, 25 online master's degree programs, and two doctoral degree programs.

Online learning activity accounted for all of the growth in student credit hour production, comprising 37.8 percent of total credit hours, an increase of 1.1 percent.

Among all registered students, 77.7 percent (53,585) took at least one fully online or blended-learning course. Registration in Web-based courses accounted for 29.3 percent of the total university student credit hour production. Online courses accounted for 80.4 percent of the student credit hours at regional campuses.

Dr. Thomas Cavanagh received the 2014 Online Learning Consortium Fellow Award for his contributions to the online learning community in the areas of scholarship, assessment, and administration.

The Center for Distributive Learning received the 21<sup>st</sup> Century Award for Best Practices in Distance Learning given by the United States Distance Learning Association. This honor is given to an agency, institution, or company that has shown outstanding leadership in the field of distance learning.

### **ATHLETICS**

In UCF's second year in the AAC, our student-athletes earned a GPA of 3.1, marking the 15<sup>th</sup> consecutive semester in which they earned at least a 3.0 GPA or higher.

The AAC Academic Honor Roll included 216 UCF student-athletes. The football, men's basketball, and softball programs earned their respective Team Academic Excellence Award for having the highest team GPA in the conference.

UCF boasts a competitive, broad-based athletics program that was 86<sup>th</sup> in the national Directors' Cup rankings.

## Attachment A

The baseball team recorded its fifth 30-win season in the last six years, compiling an overall record of 31-27. The program ranked nationally in the top 25 for the fifth consecutive year. Dylan Moore, James Vasquez, and Mitchell Tripp were drafted by major league baseball teams.

Basketball team members B.J. Taylor and Adonys Henriquez won six of the AAC's 17 Rookie of the Week honors with each earning the award three times.

Women's basketball player Zykira Lewis was named Second Team All-Conference by the AAC, and she also set a school record for single-season three-point field goals with 86.

For the second consecutive year, the cross country team finished in fourth place at the AAC championship, tying for the program's best finish ever at a conference championship.

The football team won a second consecutive AAC championship, tying for the top spot in the conference with Memphis and Cincinnati. The team also played in a bowl game for the third consecutive year. Breshad Perriman was selected in the first round of the NFL Draft by the Baltimore Ravens, and Clayton Geathers was drafted by the Indianapolis Colts.

The women's golf team won the conference championship and advanced to the NCAA Regional Championship for the fourth straight season and the 12<sup>th</sup> time overall.

The rowing team won the first conference title in program history.

Men's soccer team member Romario Williams was selected as the third overall pick of the Major League Soccer Superdraft.

The women's soccer team won the ACC's regular-season championship with a 7-1 conference record and a 14-3 overall record. Conference awards were earned by Tiffany Roberts Sahaydak (Coach of the Year), Tatiana Coleman (Co-Offensive Player of the Year), Connie Organ (Goalkeeper of the Year), and Carleigh Williams (Defensive Player of the Year). Coleman, Organ, and Williams were also named First Team All-AAC. Women's soccer earned its eighth-straight NCAA Tournament invitation.

The softball team won its second consecutive conference championships and played in the AAC Tournament.

The volleyball team won a conference title with an 18-2 AAC record and a 25-8 overall record. Head Coach Todd Dagenais was named AAC Coach of the Year, and DeLaina Sarden was named AAC Player of the Year.

Student-athletes completed 2,610 service hours during the school year, reaching approximately 14,300 members of the Central Florida community. Among the organizations they served were the Oviedo Little League, Junior Achievement, Nemours Children's Hospital, Florida Hospital for Children, Feed Children Everywhere, Relay For Life, and the American Cancer Society.

## Attachment A

UCF Golden Knights Club Annual Fund pledges totaled \$2,452,306, and the sale of premium seats raised \$2,537,982. The Annual Fund achieved a 21 percent increase in donations. The \$7 million fundraising goal for the Wayne Densch Center for Student-Athlete Leadership was exceeded, and groundbreaking for that facility occurred on November 21, 2014. More than 100 donations at the Diamond Knight Level (\$10,000 or more) were made, which established a new school record. In addition, the Golden Knights Club increased its donor count to 4,307.

### **SERVICES TO STUDENTS**

The Global Perspectives Office hosted 69 prominent speakers, including James McLurkin, Vivek Tiwary, former senator Olympia Snowe, Julian Bond, Cheryl Brown Henderson, Gen. Donald Kerick, and Cathy Areu.

DirectConnect to UCF received the Gold Standard Award from the National Association of Student Personnel Administrators.

Student Financial Aid dispersed \$428.9 million in support.

The College of Graduate Studies held the 2014 Grad Fair, which attracted 1,250 prospective graduate students.

For the 10<sup>th</sup> consecutive year, the University Testing Center was named one of the Top 100 College Level Examination Program Centers by the College Board.

The Office of Government Affairs placed legislative-scholar students in the offices of seven Florida senators and five Florida representatives, including the offices of both the house speaker and the senate president. Moreover, a legislative scholar was placed in Orange County Government and in the Gray Robinson law firm.

The Office of Experiential Learning provided 4,071 student experiences in cooperative education at 1,494 employer sites. The office and the colleges collectively administered 8,618 student internship experiences. Fifty approved service-learning classes enrolled 8,654 students who practiced in the community what they learned in the classroom. These students provided approximately 174,485 hours of service to Central Florida.

The College of Undergraduate Studies sponsored the 12<sup>th</sup> Annual Showcase of Undergraduate Research Success, which included 290 posters, 436 presenters, and 39 faculty judges. The showcase attracted 1,850 attendees, a 9 percent increase over last year. A total of \$17,100 in scholarships was awarded to 52 event winners from 10 academic disciplines.

The Police Department provided "Not Anymore" prevention education to 19,000 incoming students. This tutorial addresses stalking, bystander intervention, and sexual, dating, and domestic violence in compliance with the 2014 Violence Against Women Act. Since its inception in 2010, the program has reached 63,601 students.

## Attachment A

Four career fairs were hosted by UCF at the CFE Arena, one of which was exclusively for veterans. The four events attracted more than 6,000 students and community members.

The Knights Helping Knights Pantry distributed more than 24,863 pounds of food to students in need.

### **DIVERSITY AND INCLUSION**

The Office of Diversity Initiatives was renamed the Office of Diversity and Inclusion. The mission of the office was expanded to have university-wide responsibility, and the position of office director was elevated to chief diversity officer.

The office sponsored its annual Diversity Breakfast, which featured Julian Bond as the keynote speaker. More than 520 people from UCF and Central Florida attended, and they donated 860 pounds of food to the Knights Helping Knights Pantry.

The office established a Diversity and Inclusion Working Group with 28 representatives from across the university who are engaged in diversity and inclusion issues.

Diversity professionals facilitated 156 diversity workshops attended by 4,211 university employees and students.

*Hispanic Outlook* named UCF among its top 10 schools in the country for the number of degrees awarded to Hispanics. UCF ranked fourth for health professions and psychology, sixth for business management and marketing, seventh for engineering, ninth for biological and biomedical sciences, and 10<sup>th</sup> for the field of education.

The Department of Purchasing expended \$30.2 million with companies that qualify as diversity contractors. This amount exceeded last year's total by \$4.4 million.

Lisa Dieker, a faculty member in the College of Education and Human Performance, helped to establish a program that allows students with intellectual disabilities to attend UCF.

Human Resources piloted a Spanish translation of its annual workshop "Nearing Retirement in the FRS," and 70 employees participated in the first year of its offering.

### **RESEARCH AND COMMERCIALIZATION**

Professionals at UCF received \$133.4 million in contracts and grants. Twenty-nine people received \$1 million or more in contract and grant awards.

The Office of Research and Commercialization's GrowFL program hosted 17 entrepreneur events attended by 1,598 potential participants.



## Attachment A

Thomas O'Neal received the 2014 Business Entrepreneur of the Year Award, the 2014 Schwartz Tech Award, and the UCF College of Engineering and Computer Science's 2014 Distinguished Alumni Award. Dr. Daniel Britt received the NASA Group Achievement Award for the Mars Curiosity Rover. Faculty members Nahid Mohajeri, Ali T-Raissi, and Nazim Muradov received the Research and Development 100 Award from *R&D Magazine*.

For the second consecutive year, the UCF Collegiate Cyber Defense Competition Team won the Alamo Cup in the 2015 Raytheon National Collegiate Cyber Defense Competition. The team also won the 2014 Collegiate Cybersecurity Championship Cup from the Center for Infrastructure Assurance and Security at the University of Texas at San Antonio.

CREOL faculty members continued to earn national recognition.

- Demetrios Christodoulides was inducted into the World's Most Influential Scientific Minds, a compilation of the most influential people in science from around the world.
- Peter Delfyett was elected vice chair of the American Physical Society.
- Aristide Dogariu received the G.G. Stokes Award.
- Kathleen Richardson was elected president of the American Ceramic Society.
- Shin-Tson Wu was inducted into the Florida Inventors Hall of Fame.

### PLANT AND FACILITIES

The 2015-25 Campus Master Plan was approved, and the following construction projects were completed during the year:

- Domino's renovation in the Student Union
- Engineering Building I renovation, laboratory 136
- Engineering Building I renovation, Idea Space (with Texas Instruments)
- Facilities and Safety Building renovation, room 16A
- Ferrell Commons interior renovation
- Mechanical and Aerospace Engineering Building expansion
- Multiple infrastructure improvements
- Optical Materials laboratory renovation
- Orlando Tech Center, AMPAC laboratory expansion
- Theater expansion
- Health Sciences Campus at Lake Nona Campus signage.

The following projects are under construction:

- Bennett Building renovation
- Bright House Networks Stadium East Side Club
- Campus asphalt replacement project
- Global UCF Building
- Libra Drive expansion
- Wayne Densch Center for Student-Athlete Leadership.



## Attachment A

The following construction projects are in the design stage:

- Arboretum greenhouse
- Biology Building laboratory renovation
- Business Administration I interior atrium renovation
- Campus wayfinding system
- Distributed antenna system, main campus
- District Energy Plant IV
- Engineering Building I renovation
- Facilities support building
- Facilities warehouse expansion
- Interdisciplinary Research and Incubator Building
- John C. Hitt Library expansion
- Mathematical Sciences Building renovation
- Parking Garage C expansion
- Student Health Center renovation and addition.

The following projects are in the conceptual stage:

- Colbourn Hall renovation
- Trevor Colbourn Hall
- UCF Downtown campus
- UCF Project Manager Handbook.

### **SUSTAINABILITY AND ENERGY MANAGEMENT**

The Office of Utilities and Energy Services received a 2015 Central Florida Clean Air Honorable Mention citation presented by Metro Plan Orlando for innovation and the environmental-impact avoidance related to the university's combined heat and power plant.

The university achieved a campus-wide reduction of 80.4 million kWh in electricity, 22.7 million ton-hrs of chilled water, and 388,446 therms of natural gas since the 2005-06 baseline year. These reductions have resulted in a cost savings of \$17.8 million.

The Office of Facilities Operations collected 901,514 pounds of recycled materials, achieving a 33 percent recycle rate, which was a 12 percent increase over the previous year.

The Office of Parking and Transportation Services recorded 1.8 million student boardings on UCF's shuttle buses, 40 of which are fueled by bio-diesel and four by propane.

### **ADMINISTRATIVE SERVICES**

The General Counsel's office reviewed or revised more than 3,870 contracts for all divisions of the university.

Facilities Operations implemented a Computerized Maintenance Management System to receive, complete, and document daily assignments. Using the system, the office processed 48,983 work orders and completed 328 Life Safety Report responses.

## Attachment A

The Office of the Chief of Staff coordinated and staffed 10 Board of Trustees meetings, 18 board committee meetings, two board retreats, and one board orientation.

The Office of Compliance, Ethics, and Risk launched an anonymous and confidential phone line to report misconduct, which it named the UCF IntegrityLine. The office also implemented a marketing plan to introduce the UCF IntegrityLine to the campus community.

The Office of Equal Opportunity and Affirmative Action Programs analyzed 73 cases involving allegations of discrimination—including 45 Title IX cases—and resolved 65 cases. Professionals in the office conducted equal opportunity and affirmative action training for more than 1,114 faculty and staff members.

The Ombuds Office handled 662 cases.

University Audit completed eight scheduled audits, which resulted in 38 recommendations for improvement. The office also completed 29 internal investigations, which resulted in 33 recommendations for improvement.

### **DEVELOPMENT**

Over the course of the year, 17,300 donors gave or pledged \$56.5 million, including \$14.9 million in planned gifts from 29 individuals. UCF's comprehensive fund-raising campaign, Ignite, generated approximately \$195 million by the conclusion of the fiscal year. The endowment of the Foundation was down 1.5 percent with a balance of \$150.5 million. Nonetheless, the endowment generated a record spendable amount of \$5.4 million for use in fiscal year 2016.

Highlights of the year's philanthropy include the following major gifts:

- a \$5 million commitment from Harris Rosen to establish UCF's first endowed deanship to be used by the Rosen College of Hospitality Management
- a planned gift of \$7 million for endowed scholarships in the Division of Student Development and Enrollment Services
- a commitments of \$4 million from the Wayne M. Densch Charitable Trust and \$1 million from the Williams Family Foundation toward the construction of the Wayne M. Densch Center for Student-Athlete Leadership
- a \$100,000 commitment from the Haleski Foundation, the first gift in support of the Downtown-Parramore Endowed Scholarship that will fund tuition to the College of Medicine for medical students from the Parramore neighborhood.

All Foundation directors met their annual financial obligations, and their giving totaled \$950,000. Over the course of the Ignite campaign, board members have committed approximately \$10 million.

# Attachment A

## COMMUNITY ENGAGEMENT

The university's marketing efforts engaged 2.75 million unique visitors from 226 countries on the UCF Website, attracted readers from 211 countries to *UCF Today*, achieved 219,000 Facebook fans throughout the world, and supported the viewing of 912,000 minutes of video on the university's YouTube channel.

*Pegasus* magazine generated more than 640,000 impressions and won 62 peer-reviewed awards. *Pegasus* featured more than 50 faculty and staff members, along with 659 alumni. The magazine won both a gold and silver award from the Council for the Advancement and Support of Education.

More than 881,000 copies of the "2014-2015 Viewbook for Undergraduate Admissions" were distributed to potential students and others. Undergraduate Admissions processed approximately 25,000 applications, admitted 10,692 applicants, and enrolled 3,745 freshmen.

The Division of Communications and Marketing helped to attract 4,577 faculty applicants for 100 positions by means of its media campaign titled "UCF Hires Faculty." The campaign generated 14.6 million media impressions and resulted in 79 new hires. The campaign recorded the highest-ever response rate for *The Chronicle of Higher Education's* "On Hiring" email newsletter.

The division supported the recruitment of National Merit Scholars by producing the "UCF Scholar Newsletter" (250,000 copies) and "Profile" brochures (10,000 copies), which contributed to the enrollment of a record number of freshman National Merit Scholars.

UCF partnered with Microsoft, Marvel, Blue Man Group, the Clearwater Marine Aquarium, Orlando City Soccer Club, and Orlando Health to deliver 3D printed arms created by UCF students to children in Florida, the nation, and the world. The partnerships generated more than 1,000 news stories in diverse media, such as *Good Morning America*, the *Orlando Sentinel*, CNN, and the BBC. Actor Robert Downey, Jr., promoted our students' work on his personal Facebook page and on *The Late Show with David Letterman*.

UCF developed partnerships with the City of Orlando, local developers, Valencia College, and community leaders to plan and develop a campaign in support of UCF Downtown. These efforts resulted in a successful presentation to the Board of Governors in February, several dozen positive media articles in state and national publications, and more than 45,000 page views on the UCF Downtown Website.

Multiple offices supported the UCF Downtown planning and design effort. The UCF Downtown Task Force involved more than 150 university and community members serving on 12 committees and addressing topics as diverse as academics, facilities, student services, community engagement, technology, and students with intellectual disabilities.

## Attachment A

WUCF TV was awarded a \$210,000 grant by the Corporation for Public Broadcasting to launch a multi-year educational initiative called The American Graduate. The purpose of the initiative is to increase awareness about the dropout crisis and to highlight those local organizations that support public school retention efforts.

The Division of Community Relations participated with 13 area chambers of commerce, and division staff members served in more than 80 leadership positions for Central Florida nonprofit agencies. The division facilitated, sponsored, or participated in more than 140 outreach programs in Orange, Osceola, and Seminole counties. The office also coordinated more than 100 events for the Office of the President.

The division coordinated UCF's involvement in the 2014 Greater Orlando Heart Walk. Held on the Orlando campus, the event attracted approximately 20,000 participants. The university sponsored 33 teams that raised \$40,768.

The Office of Global Perspectives sponsored speakers, partnerships, and publications that served more than 32,000 people and reached thousands more by traditional and social media.

University Economic Development planned or assisted in the coordination of UCF involvement with more than 180 meetings that included community partners, companies and institutions, and local, national, and international dignitaries.

The inaugural UCF Celebrates the Arts Festival was held at the Dr. Phillips Center for the Performing Arts. The six-day festival showcased the talent of university performing and visual arts students. The festival gave 1,000 Central Florida K-12 students the opportunity to participate in educational workshops led by UCF professionals.

The Division of Administration and Finance partnered with the Heart of Florida United Way to manage the university's 2014 United Way Campaign, which raised \$140,500.

The Office of Student Involvement supported 160 students on 16 trips during the Alternative Break Program, a week of volunteer service during spring break.

Knight-Thon, UCF's largest student-run philanthropic event, raised \$688,049 for the Children's Miracle Network, an increase of \$295,217 over last year's amount. The event had 1,000 student participants, and it was the sixth-largest dance marathon in the nation.

Students contributed 166,641 hours to activities sponsored by Volunteer UCF, a 54 percent increase over the previous year.

### **HONORS AND TRANSITIONS**

Joining the Board of Trustees were Keith Koons, Faculty Senate chair, and Cait Zona, Student Government Association president. Trustee Robert Garvy was reappointed by the Board of Governors to a five-year term.



## Attachment A

Robert Holmes, Vice President for Alumni Relations and Development and CEO of the University Foundation, retired. Todd Stansbury, Vice President and Athletic Director, resigned. Dale Whittaker was named Provost and Vice President for Academic Affairs.

Greg Schuckman, Assistant Vice President and Director of Federal Relations, was named one of 100 Opportunity Leaders in the United States by *Opportunity Nation*.

Deborah German, Vice President for Medical Research and Dean of the College of Medicine, received the Alma Dea Morani M.D. Renaissance Woman Award from the Foundation for the History of Women in Medicine.

Mary Lou Sole, Dean of the College of Nursing, was named Dean of the Year by the Florida Student Nurses Association.

The 2015 Pegasus Professors were Mohamed Abdel-Aty, Humberto López Cruz, Avelino J. Gonzalez, Kerstin Hamann, and Cynthia Y. Young.

The 2015 Reach for the Stars awardees were Weiwei Deng, Sasan Fathpour, Haiyan Hu, Masa Ishigami, Gita Sukthankar, Ken Teter, Dingbao Wang, and Jun Wang.

### **PERSONAL ACCOMPLISHMENTS**

I gave 104 speeches and presentations, which included the 2014 State of the University Address, the 2015 College of Medicine Commencement Address, and the 2015 Work Plan presentation to the Board of Governors.

UCF business took me to Tallahassee three times to meet with state legislators, to an alumni event in Washington where I was the guest speaker at Alumni Appreciation Knight, to Chicago and Washington for University Innovation Alliance meetings, to Indianapolis three times for NCAA Board of Directors meetings, to Phoenix with members of the Florida Board of Governors to tour the Arizona State University Downtown campus, and to Naples, Florida, for the Association of Governing Board's Foundation Leadership Forum where I was the keynote panel speaker.

My current civic service includes membership on the Board of Directors of the National Merit Scholarship Corporation, the NCAA Division I Board of Directors, the NCAA Board of Governors, the Florida Council of 100, the SunTrust Bank Board of Directors, the Executive Committee of the Orlando Economic Development Commission, the Board of Directors of the Central Florida Partnership, and the Board of Directors of the American Athletic Conference. I chair the State University System of Florida's Task Force on Strategic Planning for Online Education, and I am a founding member of the Florida High Tech Corridor, the Florida Consortium of Metropolitan Research Universities, and the University Innovation Alliance.

I was ranked fourth among *Orlando Magazine's* "50 Most Powerful People in Orlando."



## Attachment A

I received the Historical Society of Central Florida's 2015 John Young History Maker Award for lifetime achievement.

### **GOALS FOR 2015-16**

My goals for the coming year are to:

- seek opportunities to advance the university's five goals
- increase the university's first-to-second-year retention rate and six-year graduation rate
- align the university's priorities with the Board of Governors' performance-based funding model
- continue to build strong partnerships with the Medical City at Lake Nona
- advance the goals of the University Innovation Alliance
- advance the goals of the Florida Consortium of Metropolitan Research Universities
- gain approval and funding for UCF Downtown
- seek additional resources for the Florida Center for Advanced Manufacturing Research
- enhance the national and international reputation of UCF.

I appreciate all that you, our trustees, have done—and continue to do—to advance the goals of UCF and its regional, national, and international reputation.

ITEM: AUD-1

**University of Central Florida  
Board of Trustees  
Audit, Operations Review, Compliance, and Ethics Committee**

**SUBJECT:** Revision of Internal Audit Charter

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve revisions to the internal audit charter.

**BACKGROUND INFORMATION**

The internal audit charter is required by the *International Standards for the Professional Practice of Internal Auditing*. The charter is a formal document that defines the internal audit activity's purpose, authority, and responsibility; establishes the internal audit activity's position within the organization; authorizes access to records, personnel, and physical properties relevant to the performance of audit work; and defines the scope of internal audit activities. The most recent internal audit charter was approved in July 2011.

---

**Supporting documentation:** Attachment A: UCF Internal Audit Charter

**Prepared by:** Robert Taft, Chief Audit Executive, University Audit

**Submitted by:** Robert Taft, Chief Audit Executive, University Audit

## UCF INTERNAL AUDIT CHARTER

### A. Purpose and Mission

University Audit serves as the university's internal auditor, providing internal audits and reviews, management consulting and advisory services, investigations of fraud and abuse, follow-up of audit recommendations, evaluation of the processes of risk management and governance, and coordination with external auditors.

The mission of the office is to serve the university by recommending actions to assist the organization in achieving its objectives. This assistance includes activities intended to strengthen internal controls, reduce risk to resources, and improve operations to enhance the performance and reputation of the university. In addition, University Audit assists the Audit and Compliance Committee of the Board of Trustees in accomplishing its oversight responsibilities.

### B. Definition of Internal Auditing

According to the Institute of Internal Auditors:

“Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization’s operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.”

### C. Reporting Structure and Independence

University Audit reports administratively to the Office of the President and functionally to the Audit and Compliance Committee of the Board of Trustees. This reporting structure promotes independence and full consideration of audit recommendations and management action plans.

All internal audit activities shall remain free of influence by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of an independent and objective mental attitude necessary in rendering reports.

To maintain independence, University Audit is **not authorized** to:

- Perform any operational duties (such as implementing or performing internal controls, developing university-wide or department level procedures, installing systems or preparing records or tendering legal opinions) for the areas of the university or any affiliated organizations external to the department.

- Initiate or approve accounting transactions or selection of third-party vendors external to the department.
- Direct the activities of any university employee not employed by University Audit, except to the extent such employees have been appropriately assigned to auditing teams or to otherwise assist the internal auditors.

## D. Authority

University Audit has the authority to audit or investigate all areas of the university, including its direct support organizations and faculty practice plan corporations. Audits, reviews, and investigations shall not be restricted or limited by management, the president, or the board of trustees.

University Audit has unrestricted access to records, data, personnel, and physical property relevant to performing audits, reviews, investigations, and consulting services. Documents and information given to internal auditors will be handled in the same prudent and confidential manner as by those employees normally accountable for those records. As required by law, University Audit will comply with public record requests.

## E. Duties and Responsibilities

University Audit performs three types of projects:

1. **Audits** are assurance services defined as examinations of evidence for the purpose of providing an independent assessment on governance, risk management, and control processes for the organization. Examples include financial, operational performance, compliance, systems and data security and due diligence engagements relating to vendors and third-party relationships.
2. **Consulting services**, the nature and scope of which are agreed to with the client, are intended to add value and improve an organization's governance, risk management, and control processes without the internal auditor assuming management responsibility. Examples include reviews, recommendations (advice), facilitation of and providing guidance relating to management's control self-assessment initiatives, identification of leading practices, and providing training to the university community.
3. **Investigations** are independent evaluations of allegations generally focused on improper activities including misuse of university resources, fraud, financial irregularities, and research misconduct. Management will also be informed of any identified significant control weaknesses such as management override of controls along with unethical behavior, lack of academic integrity, failure to provide adequate oversight, or similar types of actions. In conjunction with performance of or participation in investigations across the university community, University Audit is responsible for determining whether allegations associated with an investigation fall

under the State of Florida Whistle-blower Act in accordance with sections 112.3187-112.31895, Florida Statutes.

Audits will be scheduled and performed according to the risk-based annual plan, which is submitted to the president and the Audit and Compliance Committee. The plan will be updated as necessary to reflect changes in the university's strategic plan, program initiatives, and external environmental factors along with accommodating requests from the Board of Trustees and university management. Consulting services and investigations will be scheduled and performed on a case-by-case basis.

Follow-up on open audit issues will be performed on a regular basis to evaluate management's progress in implementing internal audit recommendations generated by all audit department projects as defined in Section E above.

In addition, University Audit will work with third parties such as the State University System of Florida Board of Governors, the Florida Auditor General, external auditors (public accounting firms), and government agencies to discuss internal control-related activities and provide requested information.

To help ensure University Audit has the capabilities to perform these functions, the department will:

- maintain a professional staff with sufficient size, knowledge, skills, experience, and professional certifications,
- use third-party resources as appropriate to supplement the department's efforts and
- establish a quality assurance improvement program of internal auditing.

## **F. Professional Standards**

University Audit adheres to the Code of Ethics and the *International Standards for the Professional Practice of Internal Auditing* adopted by The Institute of Internal Auditors.



ITEM: AUD-2

**University of Central Florida  
Board of Trustees  
Audit, Operations Review, Compliance, and Ethics Committee**

**SUBJECT:** Internal Compliance, Ethics, and Risk Charter

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve the charter for University Compliance, Ethics, and Risk Office and program.

**BACKGROUND INFORMATION**

The Compliance, Ethics, and Risk office provides centralized and coordinated oversight of the university's ethics, compliance, and risk mitigation efforts. The charter formally defines the purpose, authority, and responsibility of the office and staff. It further establishes the programs position within the organization, authorizes access to records, personnel, and physical properties, and defines the scope of compliance, ethics, and risk activities.

---

**Supporting documentation:** Attachment B: University Compliance, Ethics, and Risk Charter

**Prepared by:** Rhonda L. Bishop, Chief Compliance and Ethics Officer

**Submitted by:** Rhonda L. Bishop, Chief Compliance and Ethics Officer

## Attachment B

# UNIVERSITY COMPLIANCE, ETHICS, AND RISK CHARTER

### **Purpose and Mission**

The University Compliance, Ethics, and Risk Office provides oversight and guidance to university-wide ethics, compliance, and enterprise risk management activities, and fosters a culture that embeds these disciplines in all university functions and activities. The office provides centralized and coordinated oversight through the ongoing development of effective policies and procedures, education and training, monitoring, communication, risk assessment, and response to reported issues as required by Chapter 8 of the Federal Sentencing Guidelines. These guidelines set forth the requirements of an effective compliance and ethics program for organizations and require promoting compliance with laws and ethical conduct.

The mission of the office is to support and promote a culture of ethics, compliance, risk mitigation, and accountability.

### **Reporting Structure and Independence**

The University Compliance, Ethics, and Risk Office reports administratively to the Office of the President and functionally to the Audit, Operations Review, Compliance, and Ethics Committee of the Board of Trustees. This reporting structure promotes independence and full consideration of compliance, ethics, and risk recommendations and action plans.

The chief compliance and ethics officer and staff shall have organizational independence and objectivity to perform their responsibilities and all activities of the office shall remain free from influence.

### **Authority**

University Compliance, Ethics, and Risk has the authority to review or investigate all areas of the university, including its direct support organizations and faculty practice plan. Reviews and investigations shall not be restricted or limited by management, the president, or the Board of Trustees. University Compliance, Ethics, and Risk has unrestricted access to records, data, personnel, and physical property relevant to performing compliance reviews and investigations, and to allow for appropriate oversight and guidance related to compliance, ethics, and risk mitigation efforts.

Documents and records obtained for the above purposes will be handled in compliance with applicable laws, regulations, and university policies and procedures. As required by law, University Compliance, Ethics, and Risk will comply with public records requests.

### **Duties and Responsibilities**

The duties and responsibilities of the chief compliance and ethics officer and staff include projects and activities that fulfill the requirements for an effective compliance and ethics program. These projects and activities are designed to mitigate risks to the university and its employees and provide safe harbor

in the event of misconduct or noncompliance. The following eight elements define the duties and responsibilities of the office:

1. Oversight of Compliance and Ethics and Related Activities
2. Development of Effective Lines of Communication
3. Providing Effective Training and Education
4. Revising and Developing Policies and Procedures
5. Performing Internal Monitoring and Compliance Reviews
6. Responding Promptly to Detected Problems and Undertaking Corrective Action
7. Enforcing and Promoting Standards through Appropriate Incentives and Disciplinary Guidelines
8. Measuring Compliance Program Effectiveness

The University Compliance, Ethics, and Risk office provides guidance on compliance, ethics, and risk related matters to the university community. The office collaborates with compliance partners and senior leadership to review and resolve compliance and ethics issues and coordinate compliance and ethics activities, accomplish objectives, and facilitate the resolution of problems. To ensure that employees feel comfortable raising concerns free from retaliation, the office administers the UCF IntegrityLine that allows for anonymous and confidential reporting.

To ensure University Compliance, Ethics, and Risk staff have the capabilities to perform the duties and responsibilities as described the chief compliance and ethics officer will:

- Maintain a professional staff with sufficient size, knowledge, skills, experience, and professional certifications
- Utilize third-party resources as appropriate to supplement the department's efforts
- Perform assessments of the program and make appropriate changes and improvements

### **Professional Standards**

University Compliance, Ethics, and Risk adheres to the *Florida Code of Ethics* and the *Code of Professional Ethics for Compliance and Ethics Professionals*.

---

Chief Compliance Officer  
University Compliance, Ethics, and Risk

---

President

---

Chair, Board of Trustees .....

ITEM: CL-3

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2012-15 Performance Unit Plan Goal Accomplishments

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve the 2012-15 Performance Unit Plan 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.

---

**Supporting documentation:**

Attachment A: University Audit's Performance Unit Plan  
Attachment B: Results and Description of Review Process

**Prepared by:** Shelia Daniels, Interim Associate Vice President and  
Chief Human Resources Officer

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

**Attachment A**  
**2012-15 Performance Incentive Matrix Year 3**

Performance Measure	Weight	Performance Goals			Actual Performance			Final Data
		Minimum	Target	Maximum	Year 1	Year 2	Year 3	
<b>Quality of Education</b>								
Average six-year graduation rates for FTIC students in the 2006, 2007, and 2008 cohorts.	24%	64.2%	64.7%	65.2%	65.1% cohort 2006 cohort	67.4% cohort 2007 cohort	69.7% cohort 2008 cohort	67.4% average over 2006, 2007, 2008 cohorts
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% cohort 2011 cohort	87.1% cohort 2012 cohort	87.5% cohort 2013 cohort	87.5% average over 2011, 2012, 2013 cohorts
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2008, 2009, and 2010 cohorts.	24%	75.10%	75.35%	75.50%	75.6% cohort 2008 cohort	73.0% cohort 2009 cohort	72.4% cohort 2010 cohort	73.7% average over 2008, 2009, 2010 cohorts
<b>External Support</b>								
Average extramural funding raised per tenured and tenure-track faculty member FTE for 2012-13, 2013-14, and 2014-15.	19%	\$131,585 per FTE	\$132,902 per FTE	\$134,232 per FTE	\$126,896 per FTE \$109,572,329 total funding 2012-13	\$154,253 per FTE \$131,207,263 total funding 2013-14	\$152,868 per FTE \$130,396,597 total funding 2014-15	\$144,672 per FTE \$123,725,396 total funding average over 2012-15
Total philanthropy to the UCF 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	\$48,647,666 2012-13	\$43,256,323 2013-14	\$51,437,096 2014-15	\$143,341,085 total over 2012-15

**Green highlight** = final results based on 2012-13, 2013-14, and 2014-15 data

10/8/15



**Attachment A**  
**2013-16 Performance Incentive Matrix Year 2**

Performance Measure	Weight	Performance Goals			Actual Performance		
		Minimum	Target	Maximum	Year 1	Year 2	Year 3
<b>Quality of Education</b>							
Average six-year graduation rates for FTIC students in 2007, 2008, and 2009 cohorts.	24%	66.5%	67.0%	67.5%	67.4% 2007 cohort	69.7% 2008 cohort	
Average of the one-year retention rates for FTIC students in the 2012, 2013, and 2014 cohorts.	14%	88.2%	88.7%	89.2%	87.1% 2012 cohort	87.5% 2013 cohort	
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2009, 2010, and 2011 cohorts.	24%	75.4%	75.5%	75.6%	73.0% 2009 cohort	72.4% 2010 cohort	
<b>External Support</b>							
Average of the extramural research funding raised per tenured and tenure-track faculty member FTE for 2013-14, 2014-15, and 2015-16.	19%	\$130,500	\$131,500	\$133,000	\$154,253 850.6 FTE 2013-14	\$152,871 853.0 FTE 2014-15	
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	\$43,256,323 2013-14	\$51,347,096 2014-15	

**Green highlight** = expected final results based on 2013-14 and 2014-15 data

**Attachment A**  
**2014-17 Performance Incentive Matrix Year 1**

Performance Measure	Weight	Performance Goals			Actual Performance		
		Minimum	Target	Maximum	Year 1	Year 2	Year 3
<b>Quality of Education</b>							
Average six-year graduation rates for FTIC students in 2008, 2009, and 2010 cohorts.	22%	68.5%	69.0%	69.5%	69.7% 2008 cohort		
Average of the one-year retention rates for FTIC students in the 2013, 2014, and 2015 cohorts.	12%	88.5%	89.0%	89.5%	87.5% 2013 cohort		
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2010, 2011, and 2012 cohorts.	22%	75.5%	76.0%	76.5%	72.4% 2010 cohort		
<b>External Support</b>							
Average of the dollars raised per tenured and tenure-track faculty member FTE for 2014-15, 2015-16, and 2016-17.	17%	\$131,585	\$132,902	\$139,547	\$152,871 853.0 FTE 2014-15		
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, 2014, to June 30, 2017.	17%	\$200,000,000	\$210,000,000	\$220,000,000	\$51,347,096 2014-15		
<b>BOG Performance Funding Benchmarks</b>							
Maintain UCF's performance and standing as a top tier SUS institution. Average of final performance funding rankings from 2015, 2016, and 2017.	10%	Top 5	Top 4	Top 3	Top 3 2015		

**Green highlight** = expected final results based on 2014-15 data

10/8/15

**Attachment B**  
**University Audit**  
**Review Process Used to Certify 2014-15 Data**  
**for the 2012-15 Performance Measures**

University Audit confirmed the 2014-15 data reported by Institutional Knowledge Management, the Office of Research and Commercialization, and the UCF Foundation.

---

**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 2006, 2007, and 2008 cohorts).**

**Definition:**

- 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).
- Six-year graduation rate = percentage of full-time Summer or Fall 2008 FTIC students who enrolled full-time in Fall 2008 and graduated from UCF prior to or during Summer 2014.

**Process:**

- Obtained a graduation report of the full-time Summer or Fall 2008 FTIC cohort from Institutional Knowledge Management.
- Sorted the Institutional Knowledge Management data by semester of graduation and verified the number of students graduating within six years.
- Obtained a list of Summer or Fall 2008 FTIC cohort from PeopleSoft.
- Compared PeopleSoft data to Institutional Knowledge Management data to confirm the completeness and accuracy of the population.
- Selected a sample of students from the six-year and non-graduating groups and determined the accuracy of graduation data by comparing the degree awarded in PeopleSoft to the degree certification from the respective college.
- Calculated the unweighted average graduation rate for students in the 2006, 2007, and 2008 cohorts.

---

**Performance measure: Strengthen UCF's reputation and effectiveness by improving one-year retention rates for FTIC students (average one-year retention rates for FTIC students in the 2011, 2012, and 2013 cohorts).**

**Definition:**

- Retention rate = percentage of Summer or Fall 2013 FTIC students who enrolled full-time in Fall 2013 and were still enrolled in Fall 2014, either part-time or full-time. Does not include early admits or students who transferred more than 12 credit hours earned after high school.

**Attachment B**  
**University Audit**  
**Review Process Used to Certify 2014-15 Data**  
**for the 2012-15 Performance Measures**

Process:

- Obtained the data for the Summer and Fall 2013 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 2014.
- Obtained the population of Summer and Fall 2013 full-time FTIC admits from PeopleSoft. Added the number of credit hours for students in Fall 2013 and 2014. Filtered the data to determine the number and percentage of FTIC students who were enrolled full-time in Fall 2013 and were still enrolled in Fall 2014.
- Compared PeopleSoft data to Institutional Knowledge Management's data to confirm the completeness and accuracy of the population.
- Calculated the unweighted average retention rate for FTIC students in the 2011, 2012, and 2013 cohorts.

---

**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 2008, 2009, and 2010 cohorts).**

Definition:

- Four-year graduation rate = percentage of AA transfer students who first enrolled in Summer or Fall 2010, enrolled full-time in Fall 2010, and graduated prior to or during Summer 2014.
- AA transfer student = student who transferred directly to UCF from a Florida System College or Community College with an associate of arts degree.

Process:

- Obtained a graduation report of the Summer and Fall 2010 full-time associate of arts transfer cohort from Institutional Knowledge Management.
- Sorted the Institutional Knowledge Management data by semester of graduation and verified the number of students graduating within six years.
- Obtained a list of students in the Summer and Fall 2010 full-time associate of arts transfer cohort and their graduation data from PeopleSoft.
- Compared PeopleSoft data to Institutional Knowledge Management data to confirm the completeness and accuracy of the population.
- Selected a sample of students from the four-year and non-graduating groups and determined the accuracy of graduation data by comparing the degree awarded in PeopleSoft to the degree certification from the respective college.
- Calculated the unweighted average of the three average graduation rates for students in the 2008, 2009, and 2010 cohorts.

**Attachment B**  
**University Audit**  
**Review Process Used to Certify 2014-15 Data**  
**for the 2012-15 Performance Measures**

---

**Performance measure: 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 2012-13, 2013-14, and 2014-15).**

**Definition:**

- Extramural grants and contracts = contract and grant funding secured from external sources.
- Tenured and tenure-track faculty = active, full-time and part-time tenured and tenure-track faculty as of December 2014; includes all faculty classifications.

**Process:**

- Obtained a report from the Office of Research and Commercialization's database of 2014-15 extramural funding.
- Tested a sample of 60 grants, including all grants with more than \$900,000 in funding for 2014-15 and a judgmental selection of other grants.
- For selected grants, determined whether the reported funding agreed to supporting documents from the granting agency and the reported funding was awarded during 2014-15.
- Decreased reported research funding for 2013-14 and increased reported research funding for 2014-15 by \$14 million due to a deobligation by Lockheed Martin that was related to 2013-14 funding but recorded by ORC in 2014-15.
- For 2014-15, increased reported funding by \$480,986 for differences between award documents and amounts recorded by ORC, and decreased reported funding by \$331,477 for internal revenues from the Advanced Materials Processing and Analysis Center, by \$25,291 for overstated Incubator rents, and by \$1,420 for UCF Foundation support reported by the UCF Foundation.
- Obtained a list of tenured and tenure-track faculty FTE as of December 2014 from Institutional Knowledge Management.
- Ran a PeopleSoft query to obtain a list of tenured and tenure-track faculty as of December 2014 and verified that it agreed with the list from Institutional Knowledge Management.
- Calculated the average extramural grant funding per tenured and tenure-track faculty FTE for 2014-15. Recalculated the average extramural grant funding per tenured and tenure-track faculty FTE for 2013-14 based on the \$14 million deobligation from Lockheed Martin.
- Calculated the unweighted average extramural grant funding per tenured and tenure-track faculty FTE for 2012-13, 2013-14, and 2014-15.



**Attachment B**  
**University Audit**  
**Review Process Used to Certify 2014-15 Data**  
**for the 2012-15 Performance Measures**

---

**Performance measure: Total philanthropy to the UCF Foundation and UCF athletics program without Courtelis or state matching funds, but including pledges and planned gifts for the period of July 1, 2012, to June 30, 2015.**

**Definition:**

- Fundraising = contributions received by the UCF Foundation or the UCF athletics program, net of any ticket price included in the contribution; tangible in-kind gifts are included to the extent they can be reasonably valued based upon appraisal or other documentation; pledges and planned gifts are included if they are documented by a signed letter of intent, will, or trust instrument.

**Process:**

- Reviewed the 2014-15 income statement obtained from UCF Foundation.
- Recalculated 2014-15 fundraising starting with contributions shown on the Foundation's income statement.
- Increased reported fundraising by \$680,695 to reverse the 20 percent reduction in gifts for financial statement purposes required by IRS.
- Reviewed prior-year audited financial statements for UCF Foundation to verify that financial data were presented fairly. The annual external financial audit provides additional assurances as to the accuracy and completeness of the annual fundraising figures.
- For 2014-15, did not perform any testing because the minimum goal was far above the fundraising reported by the Foundation.
- Calculated total UCF Foundation fundraising during July 1, 2012, through June 30, 2015. Of the \$143.3 million raised during this three-year period, \$37.9 million (26 percent) was in cash, \$16.6 million (12 percent) was in gifts-in-kind, \$52.6 million (37 percent) was in pledges, and \$41.2 million (29 percent) was in planned gifts.

ITEM: CL-4

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2012-15 Performance Unit Plan Payments

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve the Performance Unit Plan payments earned by participants for the 2012-15 cycle for accomplishment of the three-year performance measures set by the Board of Trustees on November 15, 2012.

**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 2012-15 performance measures no later than December 31, 2015.

---

**Supporting documentation:**

Attachment A: Compensation Consultant Report

Attachment B: 2012-15 Performance Unit Plan Payments

**Prepared by:** Shelia Daniels, Interim 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

October 5, 2015

Ms. Shelia Daniels  
Acting Chief Human Resources Officer  
University of Central Florida  
3280 Progress Drive  
Suite 100  
Orlando, FL 32826-3229

Dear Ms. Daniels:

I have reviewed the process prepared by the UCF internal audit team to certify performance under the 2012-2015 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 64.5% 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



2012-15 Performance Incentive Matrix Year 3

Performance Measure	Weight	Performance Goals			Actual Performance			Final Data
		Minimum	Target	Maximum	Year 1	Year 2	Year 3	
<b>Quality of Education</b>								
Average six-year graduation rates for FTIC students in the 2006, 2007, and 2008 cohorts.	24%	64.2%	64.7%	65.2%	65.1% 2006 cohort	67.4% 2007 cohort	69.7% 2008 cohort	67.4% average over 2006, 2007, 2008 cohorts
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	87.1% 2012 cohort	87.5% 2013 cohort	87.5% average over 2011, 2012, 2013 cohorts
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2008, 2009, and 2010 cohorts.	24%	75.10%	75.35%	75.50%	75.6% 2008 cohort	73.0% 2009 cohort	72.4% 2010 cohort	73.7% average over 2008, 2009, 2010 cohorts
<b>External Support</b>								
Average extramural funding raised per tenured and tenure-track faculty member FTE for 2012-13, 2013-14, and 2014-15.	19%	\$131,585 per FTE	\$132,902 per FTE	\$134,232 per FTE	\$126,896 per FTE \$109,572,329 total funding 2012-13	\$154,253 per FTE \$131,207,263 total funding 2013-14	\$152,868 per FTE \$130,396,597 total funding 2014-15	\$144,672 per FTE \$123,725,396 total funding average over 2012-15
Total philanthropy to the UCF 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	\$48,647,666 2012-13	\$43,256,323 2013-14	\$51,437,096 2014-15	\$143,341,085 total over 2012-15

Green highlight = final results based on 2012-13, 2013-14, and 2014-15 data



# Attachment B

**University of Central Florida  
2012-15 Performance Unit Plan Payments**

Name	Position	Target Units	2015
		2012-15	Payments Due <sup>1</sup>
German, Deborah	VP, and Dean Medical Affairs	620	\$39,990
Soileau, Marion	VP, Research	370	\$23,865
Merck, William	VP, Administration and Finance	370	\$23,865
<sup>2</sup> Holmes, Robert	VP, Development and Alumni Relations	350	\$21,898
Cole, Scott	VP and General Counsel	330	\$21,285
<sup>3</sup> Harms, Al	VP, Strategy, Marketing, Communications and Admission	310	\$9,998
Ehasz, Maribeth	VP, Student Development and Enrollment Services	280	\$18,060
Holsenbeck, Daniel	VP, University Relations	280	\$18,060
Schell, Rick	VP and Chief of Staff, Office of the President	270	\$17,415
<sup>4</sup> Donegan, Helen	VP, Community Relations	220	\$11,778
	SubTotal	3,400	\$206,214
Hitt, John	President	2,450	\$158,025
	Total	5,850	\$364,239

<sup>1</sup> Amount owed for 2012-15 is 64.5% of the target units as computed by the compensation consultant for the 2012-15 cycle. Amounts earned are to be paid no later than December 31, 2015. Any payment which exceeds legislated Education and General salary cap will be paid from non-public funds.

<sup>2</sup> The payment amount is prorated per the Performance Unit Plan, Section 10(a)(i)(ii)(iii). The participant worked 1065 days of the 2012-15 cycle. The qualified amount is multiplied by the fraction 1065/1095.

<sup>3</sup> The payment amount is prorated per the Performance Unit Plan, Section 10(a)(i)(ii)(iii). The participant worked 550 days of the 2012-15 cycle. The qualified amount is multiplied by the fraction 550/1095.

<sup>4</sup> The payment amount is prorated per the Performance Unit Plan, Section 10(a)(i)(ii)(iii). The participant worked 905 days of the 2012-15 cycle. The qualified amount is multiplied by the fraction 905/1095.

ITEM: CL-5

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2015-18 Performance Unit Incentive Measures and Goals

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve the 2015-18 Performance Unit 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.

---

**Supporting documentation:**

Attachment A: 2015-18 Performance Unit Plan Incentive Measures and Goals

**Prepared by:** Shelia Daniels, Interim Associate Vice President and  
Chief Human Resources Officer

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

Attachment A

2015-18 Performance Unit Plan Incentive Measures and Goals

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

Performance Measure	Fiscal Year Results				Average or Total over Three-Year Cycles			Measure Weight	PROPOSED 2015-18	
	2012-13	2013-14	2014-15	2010-13	2011-14	2012-15	Min		Target	Max
Quality of Education										
Six-year graduation rates -FTIC	65.1%	67.4%	69.7%	63.7%	65.1%	67.4%	22.0%	69.7%	70.2%	70.7%
One-year retention rates -FTIC	87.8%	87.1%	87.5%	87.3%	87.4%	87.5%	12.0%	88.5%	89.0%	89.5%
Four-year graduation rates of AA transfer summer and fall full-time students	75.6%	73.0%	72.4%	75.3%	74.6%	73.7%	22.0%	73.2%	73.7%	74.2%
<b>External Support</b>										
Research grants: Average per tenured and tenure-track faculty member FTE	\$126,896 Faculty FTE: 863.48	\$154,253 Faculty FTE: 850.58	\$152,868 Faculty FTE: 853.0	\$136,612	\$143,830	\$144,672 Faculty FTE: 855.7	17%	\$135,000	\$140,000	\$145,000
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.	\$48,647,666	\$43,256,323	\$51,437,096	\$60,376,229	\$82,687,576	\$143,341,085	17%	\$150,000,000	\$165,000,000	\$180,000,000
<b>BOG Performance Funding Benchmark</b>										
Maintain UCF's performance and standing as a top tier SUS institution. Average of final performance funding rankings.			Top 3				10%	Top 4 Alone	Top 3 Tied	Top 3 Alone

Attachment A

**UCF-9.002 Tuition Remission for Graduate Assistants and Fellows**

(1) This regulation applies to all graduate assistants (classification codes 9183, 9184, 9187, 9181, 9182, 9186) and fellows, ~~except those graduate assistants in classification code 9185.~~

(2) A student whose assistantship or fellowship is terminated due to failure to abide by its terms will be liable for fees that otherwise would be covered by the associated tuition remission.

(3) Graduate fellows will receive waivers that cover the cost of resident tuition or will have the cost of resident tuition paid as part of a formal, written university-approved agreement.

(4) Graduate assistants with a single appointment of at least 0.5 FTE or two appointments of at least 0.25 FTE each:

~~(a) graduate teaching assistants (classification codes 9183, 9184, and 9187) will are eligible to receive~~ waivers that cover the cost of resident tuition or will have the cost of resident tuition paid by the employing unit; ~~and~~

~~(b) graduate research assistants (classification codes 9181 and 9182) or graduate assistants (classification code 9186) will have the cost of resident tuition paid by university funds (i.e., through grants, contracts, college or division funds, foundation funds or through a formal, written university approved agreement).~~

(5) Any non-resident graduate fellow or any non-resident graduate assistant receiving resident tuition remission as described in paragraphs (3) and (4) above shall, during each semester of the appointment, be eligible for a differential out-of-state fee of \$0.00 that will replace the out-of-state fee.

(6) For those graduate assistants with a single appointment of at least 0.25 FTE but less than 0.5 FTE:

~~(a) non-resident graduate teaching assistants (classification codes 9183, 9184, and~~

~~9187), non-resident graduate research assistants (9181 and 9182), and non-resident graduate assistants (classification code 9186) shall not be eligible for the differential out-of-state fee, and the non-resident tuition cost obligations must be paid or remitted;~~

~~(b) graduate teaching assistants (classification codes 9183, 9184 and 9187)~~Non-resident graduate assistants will receive waivers that cover one-half of the cost of resident tuition or will have one-half of the cost of resident tuition paid by the employing unit;

~~(c) graduate research assistants (classification codes 9181 and 9182) will have one-half of the cost of resident tuition paid by university funds (grants, contracts, college or division funds, foundation funds or through a formal, written university approved agreement); and~~

~~(d) the employing unit will pay one-half of the cost of resident tuition for graduate assistants (classification code 9186).~~

(7) Peace Corps Fellows shall be eligible for a differential out-of-state fee of \$0.00 that will replace the out-of-state fee for the duration of their graduate studies at UCF.

*Authority: BOG Regulations 1.001 and 7.008,; 1009.26 F.S. History—New 8-25-08, Formerly 6C7-9.002, Amended 7-9-10, 9-13-10, \_\_\_\_\_-15..*



ITEM: EP-4

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** New University Regulation UCF-2.036 College Credit for Nontraditional Courses, Including Short Courses and Online Courses, Prior to Initial Enrollment

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve establishment of a new university regulation UCF-2.036 entitled College Credit for Nontraditional Courses, Including Short Courses and Online Courses, Prior to Initial Enrollment.

**BACKGROUND INFORMATION**

Florida Board of Governors Regulation 1.001 provides that "Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors."

Florida Board of Governors Regulation 6.020 requires the state universities to establish a policy that enables admitted students to earn appropriate credit for online coursework completed prior to the initial term of enrollment. The proposed new UCF regulation addresses all requirements stipulated in Board of Governor's Regulation 6.020.

---

**Supporting documentation:** Attachment A: UCF-2.036 College Credit for Nontraditional Courses, Including Short Courses and Online Courses, Prior to Initial Enrollment.

**Prepared by:** Youndy Cook, Deputy General Counsel  
Diane Z. Chase, Vice-Provost for Academic Program Quality

**Submitted by:** Scott Cole, Vice President and General Counsel  
Youndy Cook, Deputy General Counsel

## Attachment A

### **UCF-2.036 College Credit for Nontraditional Courses, Including Short Courses and Online Courses, Prior to Initial Enrollment**

(1) Undergraduate students who are admitted to the university and who have completed non-traditional courses, including online and short college level courses, prior to initial enrollment in undergraduate education may request that the university evaluate that work to determine if credit might be awarded. Sufficient time must be allowed for the university to evaluate the course material for transferability.

(2) Award of credit for that work must meet the following conditions:

- (a) The request is made prior to the initial term of enrollment and as soon as practicable;
- (b) University faculty members determine the nontraditional course content and learning outcomes to be comparable to a course offered at the institution;
- (c) Nontraditional courses meet the quality and accreditation standards intended for a transfer course as determined by the College of Undergraduate Studies in consultation with other units, as appropriate;
- (d) If the course is intended to meet a specific requirement for the student's degree program, the department offering the program determines that the nontraditional course is relevant to the student's intended program of study; and
- (e) If the coursework was delivered by a foreign institution, the coursework and accreditation status of the institution must be evaluated by an appropriate service provider acceptable to the university.

(3) Students wishing to have such nontraditional coursework evaluated for the purpose of receiving credit should inform the UCF Office of Undergraduate Admissions as soon as practicable. If credit for the nontraditional coursework was awarded by another regionally accredited institution of higher education the student must submit an official transcript reflecting the award of credit and the transferability of that work will be determined with the same processes and criteria for other transferred courses.

(4) If the non-traditional coursework did not result in credit awarded by a previous institution, the student may request a review for the awarding of credit by providing the following information directly to the academic department that is qualified to evaluate the subject matter:

- (a) A syllabus for the course;
- (b) Credentials of the faculty member(s) teaching the course;
- (c) Course objectives and learning outcomes for the course;

- (d) Confirmation that the course was satisfactorily completed; and
- (e) Other information requested by the subject area faculty member(s) in order to determine demonstrated mastery of course learning outcomes. This may include a proctored testing requirement.

To ensure there is sufficient time for review, all required documentation must be submitted no later than three months prior to the start of the initial term of enrollment. Assuming all requested information is provided, normally a decision regarding the awarding of credit shall be made within the first term of enrollment.

(5) To be eligible for credit, short courses for credit shall have the same number of contact hours as do regularly scheduled courses. Other nontraditional courses must have an appropriate substitute(s) for the associated contact hours. The review of nontraditional course(s) must document equivalency with traditional course(s) when such traditional courses exist.

(6) Courses may be evaluated on the basis of the recommendations of the American Council of Education (ACE) when official credentials have been properly presented. While credit may be granted when courses are equivalent to those offered by the University, recommendations by ACE are not binding upon the University. Even though records may have been evaluated by another regionally accredited institution, it is important to have official credentials sent to UCF for evaluation.

(7) Credit for coursework taken prior to the initial term of enrollment will be noted on the student's transcript.

(8) An undergraduate student wishing to appeal the university's denial of credit for nontraditional courses may submit an appeal, in writing, to the College of Undergraduate Studies within 30 days of the date that the denial is sent to the student.

ITEM: FF-4

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Revisions to Florida Solar Energy Center Rules 6C7-8.007 and 6C7-8.010 and Repeal of Rule 6C7-8.008

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve the attached amendments to existing Florida Solar Energy Center rules.

**BACKGROUND INFORMATION**

The Florida Administrative Procedures Act requires that amendments to rules be approved by the Board of Trustees. The board is requested to approve amendments to Florida Solar Energy rules 6C7-8.007 Solar Thermal PV Equipment Testing Standards and 6C7-8.010 Solar Thermal and Photovoltaic System Standards and Certification and to repeal 6C7-8.008 Solar Thermal Collector and PV Module Certification.

---

**Supporting documentation:** Chapter 8 UCF Rules:

Attachment A: 6C7-8.007 Solar Thermal PV Equipment Testing Standards  
Attachment B: 6C7-8.010 Solar Thermal and Photovoltaic System Standards and Certification  
Attachment C: 6C7-8.008 Solar Thermal Collector and PV Module Certification

**Prepared by:** Youndy C. Cook, Deputy General Counsel

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

Attachment A

**6C7-8.007 Solar Thermal and PV Equipment Testing Standards.**

(1) The ~~Solar Equipment Testing and Standards Program~~ shall apply to solar thermal and PV equipment submitted for testing and evaluation by manufacturers, distributors, or retailers (herein called the "Seller"). Equipment that converts sunlight directly into useful thermal or heat energy shall be designated as thermal collectors. Equipment that converts sunlight directly into useful electrical energy shall be designated as photovoltaic (herein called "PV") modules. The procedures and requirements for participating in the program shall be those described in FSEC Standard ~~101-15 401-10~~, "Operation of the Solar Thermal Collector Certification Program" (~~September 2015~~) (~~January 2010~~), and FSEC Standard 201-10, "Operation of the Photovoltaic Module Performance Certification Program" (January 2010), whichever is applicable. A copy of each of these standards is incorporated in this regulation by reference.

(2) Solar thermal collector and solar thermal system certifications issued by the Solar Rating & Certification Corporation<sup>TM</sup> (SRCC) shall be deemed to comply with the solar thermal collector and solar thermal system standards of the Florida Solar Energy Center. ~~The standards for solar thermal collectors shall be those described in FSEC Standard 102-10, "Test Methods and Minimum Standards for Certifying Solar Thermal Collectors" (January 2010). The standards for PV modules shall be those described in FSEC Standard 202-10, "Test Method for Photovoltaic Module Power Rating" (January 2010). A copy of each of these standards is incorporated in this rule by reference. Sellers are required to meet these standards and have a Label of Certification in accordance with FSEC Standard 101-10 or FSEC Standard 201-10, whichever is applicable, in order to sell certified solar thermal collectors or PV modules in Florida.~~

(3) ~~The criteria for testing the performance of solar thermal collectors and systems shall be those described in FSEC Standard 102-10 and FSEC Standard 105-10, "Solar Thermal System and Components Test Protocols" (January 2010) is herein incorporated by reference. The criteria for testing the performance of PV modules shall be those described in FSEC Standard 202-10.~~

(4) Results of tests, as described in ~~FSEC Standard 102-10, FSEC Standard 105-10 and FSEC Standard 202-10~~, conducted by organizations other than the Center may be accepted by the Center when the testing organization meets the requirements and criteria of FSEC Standard ~~101-15 401-10~~, ~~FSEC Standard 103-10~~, "Operation of the Solar Thermal Systems Certification Program" (~~September 2015~~) (~~January 2010~~), ~~incorporated herein by reference~~, or FSEC Standard 201-10, "Operation of the Photovoltaic Equipment Certification Program", incorporated herein by reference, whichever is applicable. The Center may refuse to accept test results from other testing organizations which do not meet these criteria.

*Rulemaking Authority 377.705, 1001.74 FS. Law Implemented 377.705, 1001.74 FS. History—New 5-5-10. Amended \_\_\_\_\_*



Attachment B

**6C7-8.010 ~~Solar Thermal and~~ Photovoltaic System Standards and Certification.**

The ~~Solar Thermal and~~ PV System Certification Program applies to systems required by this regulation to be submitted to the Center by the Seller for evaluation and approval. Requirements for approval shall be those described in ~~FSEC Standard 104-10, "Florida System Standards for Design and Installation of Solar Thermal Systems" (January 2010) or FSEC Standard 203-10, "Procedures for Photovoltaic System Design Review and Approval" (January 2010), whichever is applicable.~~ A copy of this standard ~~each of these standards~~ is incorporated in this regulation by reference.

(1) The System Approval Certificate will include but is ~~is not be~~ limited to:

- (a) Identification of the primary and alternate major components of the system.
- (b) A diagram of the system.

(2) As a condition of receiving the System Approval Certificate, the Seller shall submit specifications and application information pertaining to major components of the system, ~~and an owner's manual describing installation, operation and maintenance for the system and its major components.~~

(3) The contents and format of the System Approval Certificate may be revised as deemed necessary by the Center.

*Rulemaking Authority 377.05, 1001.74 FS. Law Implemented 377.05, 1001.74 FS. History--New 5-5-10. Amended \_\_\_\_\_*

Attachment C

~~6C7-8.008 Solar Thermal Collector and PV Module Certification.~~

~~(1) The Center shall provide the artwork for a Label of Certification to the Seller of a solar thermal collector that has met the requirements of FSEC Standard 101-10 and for which there are acceptable performance results, subject to compliance with the provisions of FSEC Standard 102-10. Contents of the Label of Certification shall include but not be limited to;~~

- ~~(a) Certification that the collector meets the minimum standards of the Center.~~
- ~~(b) A solar thermal collector performance rating in accordance with FSEC Standard 102-10.~~
- ~~(c) A measure of the solar thermal collector's gross area.~~

~~(2) The Center shall provide the artwork for a Label of Certification to the Seller of PV modules that have been tested in compliance with the provisions of FSEC Standard 202-10. Contents of the label shall include PV module performance rating in accordance with FSEC Standard 201-10.~~

(3) As a condition of displaying a Label of Certification on a solar thermal collector or PV module documentation, the Seller must have received the artwork for the Label of Certification from the Center for that same model thermal collector or PV module, and shall only apply that Label of Certification to that specific model of the thermal collector or PV module.

(4) The contents and format of the artwork for the Label of Certification may be revised as deemed necessary by the Center.

*Rulemaking Authority 377.705, 1001.74 FS. Law Implemented 377.705, 1001.74 FS. History—New 5-5-10. Repealed*

ITEM: FF-5

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Broadband Spectrum Incentive Auction

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approval that UCF will not enter the Broadband Spectrum Incentive Auction.

**BACKGROUND INFORMATION**

The Federal Communications Commission is launching a reverse auction in 2016 where the FCC will offer a bid to select television stations for purchase of broadband spectrum.

A joint meeting of the Advancement Committee and Finance and Facilities Committee was held on October 22, 2015, to discuss the auction parameters. Following further review, it was recommended that UCF not enter the Broadband Spectrum Incentive Auction.

---

**Supporting documentation:** None

**Prepared by:** Karen Monteleone, Associate Director, Board Relations

**Submitted by:** Grant Heston, Vice President for Communications and Marketing

ITEM: NG-1

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: John Skipper  
Doctor of Humane Letters**

**DATE: November 19, 2015**

---

**PROPOSED BOARD ACTION**

Approval of a doctor of humane letters for John Skipper.

**BACKGROUND INFORMATION**

See attached.

---

**Supporting documentation:** Letter of Nomination and Commencements, Convocations,  
and Recognitions Committee Approval

**Prepared by: John Schell, Vice President and Chief of Staff**

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



Office of the President

October 26, 2015

Olga Calvet, Chair  
Nomination and Governance Committee  
UCF Board of Trustees  
Millican Hall 308  
University of Central Florida  
Orlando, FL 32816

Dear Chair Calvet:

I am pleased to nominate Mr. John Skipper, president of ESPN and co-chairman of Disney Media Networks, for the degree of UCF Doctor of Humane Letters. Skipper has been an industry leader in providing high quality sports and entertainment content to viewers on television, mobile devices, and online. He has also provided significant support to the DeVos Sport Business Management Program in the UCF College of Business Administration.

Since becoming ESPN president and co-chairman of Disney Media Networks in 2012, Skipper has secured ESPN's leadership position in the crowded sports media landscape into the next decade. He has achieved this accomplishment with bold moves and a commitment to championship events delivered across every available media platform.

In addition to leading ESPN's flagship broadcast operations, Skipper has supported the evolution of the critically acclaimed ESPN Films sports documentary series and the growth of the company's multimedia business in Latin America. His commitment to social diversity and inclusion led to his support for the multiplatform Spanish-language ESPN, Deportes, and espnW, a digital initiative launched in 2010 to better serve female sports fans.

In the 1990's, Skipper served as vice president of Disney Magazine publishing, overseeing *Disney Adventures*, *Discover*, *FamilyFun*, and *Family PC*. In 1997, he became senior vice president and general manager of *ESPN The Magazine*. During its inaugural year, the magazine earned more than 20 awards, including "Best New Magazine" honors from both *Advertising Age* and *AdWeek*. In 2000, he became vice president and general manager of ESPN.com.

Prior to joining The Disney Publishing Group, Skipper served as president and publishing director at *Spin* magazine. Earlier, he spent 10 years with Straight Arrow Publishing, including eight years with *Rolling Stone*. At Straight Arrow, he rose to publisher of *US* magazine.



Skipper has been a strong advocate for addressing significant social justice issues through sport. He has found an ally and partner in the nationally recognized DeVos Sport Business Management Program. Three years ago, he established an exclusive ESPN executive-in-residence initiative for the UCF program.

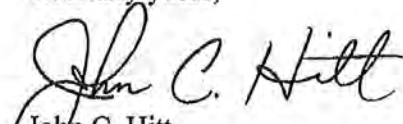
He has been generous with his own personal time, volunteering to participate in several of our UCF DeVos Distinguished Speakers Series. He has personally hosted our UCF students at ESPN in Bristol, Connecticut, as part of their graduate program to visit important sports locations. His advocacy and personal involvement have also assured the presence of ESPN's representation on the national advisory board of the DeVos Sport Business Management Program.

Aligned with the DeVos Sports Business Management Program is the National Consortium for Academics and Sports. Skipper has been instrumental in involving this organization and our students in the important work of diversity and inclusion with key ESPN staff members. His influence has also led to nationally recognized media personalities serving as hosts for the National Consortium for Academic and Sports annual banquet. Among those notables have been John Saunders, Dick Schapp, Bob Ley, Jeremy Schaap, and Jemele Hill.

Dr. Richard Lapchick, UCF DeVos Sport Business Management Program Chair, enthusiastically endorses this nomination of John Skipper. In support of the nomination, Lapchick has written: "The DeVos Sport Business Management Program has been ranked as one of the top five programs in the *Wall Street Journal*, *New York Times*, *Forbes*, and *ESPN The Magazine*. This year we were ranked #2 in the world. I have no doubt that our relationship with ESPN and John Skipper has significantly helped us reach this position."

It is indeed a privilege for me to nominate John Skipper for the honorary Doctor of Humane Letters degree. Please recognize him for his service to our nation and to UCF by approving him for this distinction. His many achievements merit this honor and recognition.

Cordially yours,



John C. Hitt  
President

## Attachment A

2015-2018 CBA

of separation from the University, or upon transferring between an annual leave and non-annual leave accruing contract.

(8) Employees on paid parental leave cannot engage in outside employment unless approved in advance.

### (c) Unpaid Parental Leave.

(1) If an employee is ineligible or chooses not to use a modified work assignment as described in 17.7(a) or paid parental leave as described in 17.7(b), the employee may request and shall be granted an unpaid parental leave not to exceed six months when the employee becomes a biological parent or a child is placed for adoption in the employee's home.

(2) Employees on parental leave may use up to six weeks of paid sick leave for the period of leave immediately following the birth of a child (or eight weeks following a C-Section). Parental leave beyond the six week period may be covered by other accrued paid leave or remain a period of unpaid leave. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 17.11.

(3) the period of parental leave shall begin no more than two weeks before the expected date of the child's arrival.

(a) the president or designee shall acknowledge to the employee in writing the period of leave to be granted, and the date of return to employment.

(b) any illness caused or contributed to by pregnancy, when certified by a health care provider shall be treated as temporary disability if requested, and the employee shall be allowed to use accrued sick leave credits. In such a case, a Medical or Parental Leave Request Form and a UCF Medical Certification Form is required. Pregnancy shall not be considered a disability.

**17.8 Leaves Due to Illness/Injury.** When an employee is absent with a serious health condition and wishes to request FMLA protection or is absent more than 10 days due to illness or injury, a Medical or Parental Leave Request Form and a UCF Medical Certification Form must be submitted to the employee's supervisor or to Human Resources as soon as practicable. Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

### (a) Sick Leave.

#### (1) Accrual of Sick Leave.

a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

#### (2) Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool.

#### b. Sick leave shall be authorized for the following:

1. The employee's personal illness, exposure to a contagious disease which would endanger others, or disability where the employee is unable to perform his/her assigned duties.

2. The employee's personal appointments with a health care provider.

3. The illness or injury of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse and dependents living in the household.

## Attachment A

2015-2018 CBA

4. The death of a member of the employee's immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the employee's immediate family shall not be unreasonably withheld.

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3) Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification signed by an attending health care provider affirming the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the president or representative may place the employee on compulsory leave under the conditions set forth in Section 17.8(c).

(4) Transfer of Credits. Currently, there are no statutory provisions for the transfer of accrued sick and, if applicable, annual leave balances between the University and any other state university or any state agency.

(5) Payment for Unused Sick Leave.

a. An employee with less than ten (10) years of State service who separates from State government shall not be paid for any unused sick leave.

b. An employee who was hired on or before January 6, 2003, has completed ten (10) or more years of State and/or University service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from State government because of retirement for other than disability reasons, termination, or death, shall be compensated for the employee's unused sick leave at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

d. An employee who was hired on or after January 7, 2003, has completed ten (10) or more years of University service, has not been found guilty of or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state government, or has not been found guilty by a court of competent jurisdiction of having violated any state law against or prohibiting strikes by public employees, and separates from employment because of non-disability retirement, termination, or death shall be compensated for the employee's unused sick leave at the employee's most recent regular hourly rate of pay for one fourth of all unused sick leave, provided that one fourth of the unused accrued sick leave does not exceed 480 hours.

e. Upon layoff, an employee with ten (10) or more years of University service shall be paid for unused sick leave in accord with the criteria described in paragraphs 17.8(a)(5)b and c, above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave. .



## Attachment A

2015-2018 CBA

f. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

g. If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

h. In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

### (b) Job-Related Illness/injury.

(1) An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.

(2) If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in paragraph 17.8(b)(1), above:

a. The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or

b. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with paragraph 17.8(b)(2)(a), above, or the employee elects not to use accrued leave.

(3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

(4) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the president or representative should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

a. offer the employee part-time employment;

b. place the employee in leave without pay status or extend such status;

c. request the employee's resignation; or

d. release the employee from employment, notwithstanding any other provisions of

this Agreement.

### (c) Compulsory Leave.

#### (1) Placing Employee on Compulsory Leave.

a. If an employee is unable to perform assigned duties due to illness/injury the president or representative may require the employee to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the president or representative. Such health care provider shall submit the appropriate medical certification(s) to the University.

b. If the University agrees to accept the employee's choice of a health care provider the University may not then require another University-paid examination.

c. If the medical examination confirms that the employee is unable to perform assigned duties, the president or representative shall place the employee on compulsory leave.

#### (2) Conditions of Compulsory Leave.

a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may

return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 17.11.

c. If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the president or representative shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the president or representative should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a. offer the employee part-time employment;

b. place the employee in leave without pay status in accordance with Section 17.11 or extend such status;

c. request the employee's resignation; or

d. release the employee from employment, notwithstanding any other provisions of this Agreement.

#### 17.9 Annual Leave.

##### (a) Accrual of Annual Leave.

(1) Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

(2) Part-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year employees, employees appointed for less than nine (9) months, and OPS employees shall not accrue annual leave.

(4) At the request of the employee, he or she shall be permitted to use accrued annual leave for all or part of medical or parental leave.

##### (b) Use and Transfer of Annual Leave.

(1) Annual leave shall be accrued before being taken, except in those instances where the president or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.



(2) Upon re-employment with the University within 100 days, except for re-employment after layoff (see 17.9(c)(3), below), the employee may choose to reinstate their annual leave balance by repaying the full lump-sum annual leave payment received.

(3) An employee may transfer into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the University classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

(4) When an annual leave accruing employee moves to a position in State government, the transfer of leave shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of University employment, without affecting other leave benefits.

(5) The transfer of unused annual leave from a local government to an annual leave accruing position is not permitted unless a reciprocal agreement in writing between the University or its representative and the previous employing entity is in effect.

(c) Payment for Unused Annual Leave.

(1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the employee requests the option in (2) below, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, provided that a determination has been made by the president or representative that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be transferred to the employee's sick leave.

(2) Upon transfer from an annual leave accruing contract to an academic year contract at the University, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.

(3) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.

(4) If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

(5) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.

**17.10 Administrative Leaves.**

(a) Jury Duty and Court Appearances.

(1) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.

(2) An appearance as an expert witness for which an employee receives professional compensation falls under Article 19 and the University's policies and regulations relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or,

if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.

(3) If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees received.

(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

(b) Military Leave.

(1) Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders, letter from the Commanding Officer or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed two hundred and forty (240) hours in any one (1) university fiscal year (July 1 – June 30). Additional leave for training may be taken as ordered by the military, however annual leave, compensatory leave or leave without pay may be utilized to cover the additional time necessary for training.

(2) National Guard State Service. An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.

(3) Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in 17.10(d)(4) below, or the employer exercises its option to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of documentation from appropriate military authority.

c. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 17.11.

(c) Leave Pending Investigation. When the president or representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the president or representative may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the president or representative providing the employee with a written notice of the reasons therefor. The leave shall be with pay, with no reduction of accrued leave.

(d) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1) Florida Disaster Volunteer Leave is provided for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's



supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

(2) Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the president or designee and shall not exceed two days on any one occasion.

(3) Athletic competition leave is provided for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for an employee who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

(e) Official Emergency Closings). The president or president's representative may close the University, or portions of the University in accordance with University policies and regulations relating to natural disasters or other emergencies. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

#### 17.11 Leave Without Pay.

(a) Granting. Upon request of an employee, the president or representative shall grant a leave without pay for a period not to exceed one year unless the president or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

(b) Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

(c) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(d) Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

(e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

(1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a. Notwithstanding the provisions of Section 17.8(a)(2) regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons. Under such circumstances, the employee must use a minimum of ten accrued leave hours per week.

b. Normally the use of accrued leave during a period of leave without pay for parental or medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c. The employer contribution to the State insurance program shall continue for the corresponding payroll periods.

(2) An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

## **ARTICLE 18** ***INVENTIONS AND WORKS***

**18.1 University Authority and Responsibilities.** The University is authorized to establish regulations and procedures regarding patents, copyrights, and trademarks consistent with federal and state law. Such regulations and procedures shall be consistent with the terms of this Article.

**18.2 Definitions.** The following definitions shall apply in Article 18:

(a) A "Work" means, in accordance with Title 17 of the U.S. Code, any original work of authorship that is or may be subject to copyright. Work includes but is not limited to printed material (such as books, articles, memoranda, and texts), computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, compositions (e.g., written, musical, dramatic), motion pictures, multimedia works, web pages, sound recordings, choreographic works, and pictorial or graphic illustrations or displays, and any creative expression of a trademark used in connection with these items. Instructional Technology Material is included in this definition.

(b) An "Invention" shall include (i) any discovery, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, computer software or databases, or extension of these items which is or may be patentable or otherwise protected under Title 35 of the United States Code, or that is or may be protected as a Trade Secret, under the Florida Trade Secrets Act, Ch. 688, Fla. Stat. or any similar act of another State, as may be relevant, (ii) any novel variety of plant that is or may be patentable or otherwise protected under the Plant Variety Protection Act (7 U.S.C. §2321 et seq.), (iii) any Trademark, and/or (iv) any directly related know-how used in connection with these items. Instructional Technology Material which is or may be patentable is included in this definition.

(c) "Instructional Technology Material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, web pages, electronic, electro-mechanical, or solid state physics-based equipment, three dimensional materials and exhibits, and combinations of the above, which are prepared or produced in whole or in part by an employee and that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.

(d) "University Support" shall mean the non-incident use of University funds, personnel, facilities, equipment, materials, technological information, or students in the creation or making of a Work or Invention; and does not include the incidental use of resources made available to the University community for common use. University Support includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

**18.3 Works.**

(a) Independent Creative Efforts. A Work made in the course of Independent Creative Efforts is the property of the employee, who has the right to determine the disposition of such Work and the revenue derived from it. The



employee shall provide documentation to substantiate his or her Independent Creative Efforts. As used in this Section, the term "Independent Creative Efforts" means that:

- (1) the ideas came from the employee;
- (2) the Work was made without the use of appreciable University Support; and
- (3) the University is not responsible for any opinions expressed in the Work.

(b) **University-Supported Efforts.** A Work that is created with the use of University Support as defined in 18.2(d) is the property of the University, and the employee shall share in the proceeds therefrom. For example, Web-based courses developed with University resources use a team of technical support experts and faculty members to develop materials and software used in the course. Accordingly, the University maintains the right of ownership to such software and materials. These materials may be licensed by mutual agreement between the University and the employee(s) who developed the materials.

(c) **Exceptions.** The University shall not assert rights to the following Works:

- (1) Those Works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic and digital media; and
- (2) Works developed without the use of appreciable University Support and used solely for the purpose of instruction.
- (3) The intellectual content developed by faculty members for Web-based courses.

(d) **Disclosure/University Review.**

(1) Upon the creation of a Work and prior to any publication, the employee shall disclose to the president or president's representative any Work made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Section 18.3.(c) above, employees need not disclose any Work regarding books, articles, and similar Works the intended purpose of which is to disseminate the results of academic research or scholarly Work.

(2) The president or president's representative shall assess the relative equities of the employee and the University in the Work.

(3) Within one-hundred twenty (120) days after such disclosure, the president or president's representative will inform the employee whether the University seeks an interest in the Work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and the allocation of proceeds resulting from such Work. Allocation of proceeds/royalties shall be made in accordance with the University's policy on copyrights and patents. The agreement will also include provisions relating to the creation, use, and revision of such Works by the University or the employee, as well as provisions relating to the use or revision of such Works by persons other than the University or employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

(4) The employee shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these Works in which the University asserts an interest, including Instructional Technology Materials as defined in Section 18.2(c). The employee shall certify that such development or use does not infringe upon any existing copyright or other legal right.

(5) The employee and the University shall not commit any act that would tend to defeat the University's or employee's interest in the Work, such as making a public disclosure prior to the University obtaining intellectual property protection, and shall take any necessary steps to protect such interests.

(e) **Outside Activity.** An employee may, in accordance with Article 19, Conflict of Interest or Commitment and Outside Activity, engage in outside activity, including employment pursuant to a consulting agreement.

(1) Any requirement that an employee waive the University's rights to any University-supported Work as defined in Section 18.3(b), or Inventions that arise during the course of such outside activity shall not be entered into unless specifically approved by the president or president's representative, in writing, prior to the start of such outside activity.

(2) An employee who proposes to engage in an outside activity where the employee may be asked to waive the University's rights shall furnish a copy of this Article and the University's Copyrights and Works Regulation to the outside employer prior to the time a consulting or other agreement is signed or, if there is no written agreement, before the outside activity/employment begins.

#### 18.4 Inventions.



## Attachment A

2015-2018 CBA

(a) **Independent Inventive Efforts.** All Inventions made outside the field or discipline in which the employee is employed by the University, and for which no University Support has been used, are the property of the employee, subject to 35 U.S.C. 115, who has the right to determine the disposition of such property and revenue derived from such property. The employee and the president or president's representative may agree that the patent for such Invention be pursued by the University and the proceeds shared.

(b) **University-Supported Efforts.** Inventions made in the field or discipline in which the employee is employed by the University, or by using University Support, are the property of the University and the employee shall share in the proceeds therefrom. Such Inventions and related rights shall be the property of the University and are hereby assigned to the University by the employee. If the University decides to patent, develop and market the Invention, all costs of the patent application and related activities, including those which lead to active licensed production, shall be paid from University funds. These costs shall be recovered before any division of patent or license revenue is made between the University and the employee.

(c) **Private or Industrially Sponsored Efforts.** Except in unusual cases, Inventions developed in the course of privately or industrially sponsored research are the property of the University. The sponsor may be accorded the first option to negotiate an exclusive license, in which case the term of exclusivity and the compensation shall be negotiated at the time the Invention is made or under the provisions of the University's policy on copyrights and patents. If the sponsor exercises this option, the University retains royalty-free license rights to use the Invention or discovery for its own purposes.

(d) **Outside Activity.** An employee may, in accordance with Article 19, Conflict of Interest or Commitment and Outside Activity, engage in outside activity, including employment pursuant to a consulting agreement. All Inventions arising from authorized Outside Activity and outside of the field or discipline of the employee are the property of the employee, subject to the following conditions:

(1) Any requirement that an employee waive the University's rights to any Inventions that arise during the course of such outside activity shall not be entered into unless specifically approved by the president or president's representative, in writing, prior to the start of such outside activity.

(2) An employee who proposes to engage in an outside activity where the employee may be asked to waive the University's rights shall furnish a copy of this Article and the University's Patents, Trademarks, and Trade Secret Regulation to the outside employer prior to the time a consulting or other agreement is signed or, if there is no written agreement, before the outside activity/employment begins. Employees are not authorized to waive University rights, and any such waiver is deemed rejected unless specifically accepted by the Vice President of Research and Commercialization or designee.

(3) **Undisclosed Outside Activity is considered unauthorized.**

a. Any Invention arising from undisclosed Outside Activity must be disclosed to the Vice President of Research & Commercialization (see 18.4(e)). If the employee claims the Invention resulted from Independent Inventive Effort(s), then as part of the disclosure, the employee shall provide sufficient documentation to substantiate the claim.

b. Upon receipt of written notice from the Vice President of Research & Commercialization confirming the University's decision not to assert a University interest in an Invention resulting from unauthorized Outside Activity, the employee shall have the right to determine the disposition of such Invention. However, the employee and the Vice President of Research & Commercialization may agree that a patent for such Invention will be pursued by the University; in that event, the employee and University shall share in the proceeds of any Invention as provided by this Article any applicable University policies or procedures, including applicable University of Central Florida Research Foundation ("UCFRF") Guidelines and Procedures for Distribution of Funds or in such other manner as the employee and the Vice President of Research & Commercialization may agree.

(e) **Disclosure/University Review.** Employees are required to disclose all Inventions owned by the University and all Inventions resulting from any Outside Activity within the field or discipline of the inventing employee. It is the policy of the University that, in general, research results should be publishable; publication of such results in appropriate venues is encouraged. However, if the publication of research results may reveal an Invention in which the University has an interest, employees should seek advice on how and when to publish the results in order that potential patent rights for the Invention are not compromised. That is, upon the making of an Invention and prior to any publication or public disclosure, employees shall promptly and fully disclose to the Vice President of Research & Commercialization any

# Attachment A

2015-2018 CBA

Invention described in 18.4(b). Any delay in publication resulting from seeking such advice shall be minimized, but in any event shall not exceed 120 days from the date of presentation of the proposed publication.

(1) The disclosure shall be made on the forms and according to procedures prescribed by the Vice President of Research & Commercialization. At a minimum the disclosure shall: (1) identify each employee, (2) provide a brief description of the Invention, and (3) identify and summarize the research project including the participants and applicable funding sources

(2) The Vice President for Research & Commercialization shall conduct an investigation to assess the patentability and marketability, as well as the respective equities of the employee and the University in the Invention, and to determine the extent to which the University should be involved in its protection, development, and promotion.

(3) The Vice President for Research and Commercialization shall inform the employee of the University's decision regarding the University's interest in the Invention within a reasonable time, not to exceed 120 days from the date of the disclosure.

(4) In the event the University elects to obtain a Patent, register a Trademark or a Copyright, or to formally define a Trade Secret to protect the University's rights in the Invention, employees will execute any and all necessary documents to affirm, publicly formalize, and record the transfer of all rights to the University or to UCFRF. UCFRF is required to comply with the same policies and procedures regarding allocation of proceeds/royalties as the University.

(5) In the event the University asserts its rights in the Invention, all costs and expense of patenting, developing, and marketing the Invention and related activities, including those which may lead to active licensing of the Invention, shall be paid by the University.

(6) The division, between the University and the employee, of proceeds generated by the licensing or assignment of an Invention shall be negotiated and reflected in a written contract between the University and the employee and/or as set forth in the University's policy on copyrights and patents, including the applicable UCFRF Guidelines. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors. Faculty members who have a significant role or equity position in companies that license university intellectual property waive their University distribution.

(7) The employee shall not commit any act that would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

## (f) Release of Rights.

(1) In the event a sponsored research contractor has been offered the option to apply for the patent to an Invention or other rights in an Invention, the University will obtain the contractor's decision regarding the exercise of such rights within 120 days, or within the time provided in the sponsored research agreement.

(2) Prior to making a patent application, at any stage of the patent process, or in the commercial application of an Invention, if the University has not otherwise assigned to a third party the right to pursue its interests, the president or president's representative may elect to waive the University's rights to the patent, or withdraw from further involvement in the protection or commercial application of the Invention. At the request of the employee in such case, the University shall transfer the Invention rights to the employee. The Invention shall be the employee's property and any costs already incurred by the University or on its behalf shall not be assessed against the employee.

(3) All assignments or releases of Inventions, including patent rights, by the president or president's representative to the employee shall contain the provision that such Invention, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida and research or instructional purposes of the University, unless otherwise agreed in writing by the University.

## (g) University Policy.

(1) The University shall have a policy addressing the division of proceeds between the employee and the University.

(2) Such policy may be the subject of consultation meetings pursuant to Article 2.

## ARTICLE 19

### *CONFLICT OF INTEREST OR COMMITMENT/OUTSIDE ACTIVITY*

#### 9.1 Policy.

(a) The University and UFF recognize that outside employment, consulting, and similar activities may further the dissemination and use of employee knowledge and expertise and also advance the professional competence and



reputation of employees. Employees may participate in outside activities and hold financial interests in accordance with the provisions of this Article.

(b) An employee is bound to observe, in all official acts, the highest standards of ethics consistent with the Code of Ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board of Governors rules, and University regulations.

(c) Nothing in this Article is intended to discourage an employee from engaging in outside activity in order to increase the employee's professional reputation, service to the community, or income, subject to the conditions stated herein.

## 19.2 Definitions.

(a) "Outside Activity" shall mean any private practice, private consulting, additional teaching or research, or other personal commitment, e.g., service on a Board of Directors, participation in a civic or charitable organization, political activity, etc., whether compensated or uncompensated, that is not part of the employee's assigned duties and for which the University provides no compensation.

(b) "Conflict of Interest" shall mean:

(1) any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, or the State of Florida, including conflicts of interest specified under Florida Statutes; or

(2) any activity that interferes with the full performance of the employee's professional or institutional responsibilities or obligations.

(c) "Conflict of Commitment" shall mean:

(1) outside activities that involve frequent or prolonged absences from the University on non-University business; or

(2) outside activities that engage a substantial portion of the time an employee is expected to spend on assigned duties or University-related activities.

**19.3 Conflicts of Interest/Commitment Prohibited.** Conflicts of interest and commitment, including those arising from University or outside activities, are prohibited. Employees are responsible for resolving such conflicts of interest or commitment, working in conjunction with their supervisors and other University officials.

## 19.4 Report of Outside Activity/Financial Interest.

(a) An employee who proposes to engage in outside activity, including but not limited to one that could reasonably be concluded to create a conflict of interest or commitment, or proposes to hold a financial interest that may create a conflict of interest, shall report on a form provided by the University to the employee's supervisor the details of such proposed activity or financial interest prior to engaging therein. Employment at other institutions of higher learning can create a conflict of interest or commitment. If the employee participates in more than one outside activity or holds more than one financial interest, separate forms for the various activities and interests should be completed.

(b) The report as described in paragraph 19.4(a) shall include as applicable the following information:

(1) name of the employing or contracting entity, or name of the entity in which the financial interest is held, and nature of its business;

(2) involvement of students and other employees in the activity, employing entity, or entity in which the financial interest is held, if that involvement is known to the employee making the disclosure;

(3) nature of the activity or financial interest (e.g., description of equity interest or intellectual property), including time spent if an activity is involved (e.g., instructional hours, estimated hours per week of travel time);

(4) source and type of compensation, and in the case of legal representation or service as an expert witness, all parties to the matter must be identified; and

(5) any conditions of the activity that involve waiving or impairing the employee's or the University's right to intellectual property.

(c) A new report shall be submitted annually or when an outside activity begins, substantially changes (e.g., expansion of outside activity, new source of funding) or has not been previously reported.

(d) The reporting provisions of this Section shall not apply to activities performed wholly during a period in which the employee has no appointment with the University. However, the employee should still be aware of the conflict of interest considerations that may arise from such activities.

### **19.5 Expedited Grievance Procedure.**

(a) In the event the proposed outside activity is determined to constitute a conflict of interest or commitment, and the employee disagrees with that determination, the employee may file a grievance under the expedited grievance procedure contained in Article 20.

(b) The employee may engage in such outside activity pending a resolution of the matter pursuant to Section 19.5(a) but does so at the risk of violating statutes or regulations.

(c) If the resolution of the matter is that there is a conflict of interest or commitment, the employee shall cease such activity immediately and may be required to turn over to the University all or part of compensation earned therefrom.

**19.6 Use of University Resources.** An employee engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the president or president's representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

**19.7 No University Affiliation.** An employee engaging in outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

## **ARTICLE 20**

### ***GRIEVANCE PROCEDURE AND ARBITRATION***

**20.1 Policy/Informal Resolution.** The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined herein.

**20.2 Resort to Other Procedures.** It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. § 2000e et seq. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the president's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

**20.3 Definitions and Forms.** As used herein:

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

other Articles of this Agreement. A Step 1 Grievance is a grievance alleging that one or more violations of this Agreement have occurred at, or within, a college level unit. A Step 2 Grievance is a grievance that has either

- (1) continued from the Step 1 college or unit level to the University level or
- (2) filed alleging that one or more violations of the Agreement have occurred at the University level.

(b) the term "grievant" shall mean an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee(s) or the UFF. The UFF may file a grievance:

- (1) in a dispute over a provision of this Agreement which confers rights upon the UFF. A grievance filed by the UFF on behalf of the UFF shall be initiated at Step 2; or
- (2) on behalf of the bargaining unit, a group of employees, or an individual employee, provided any group is identified with sufficient specificity to enable the University to identify its members.

(c) Consolidation. The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E" may be attached, bearing the signatures of the grievants.

(d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendix "C", "D," or "E," respectively, and shall be signed by the grievant. All grievance forms shall be dated when the grievance is received. If there is difficulty in meeting any time limit, the grievance representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. The aforementioned grievance forms, as well as Appendix "H," may be filed by means of fax, United States mail, or any other recognized means of delivery.

(e) Remedy. A grievance shall specify the remedy sought by the grievant.

**20.4 Burden of Proof.** In all grievances except disciplinary grievances in accordance with Article 16, Disciplinary Action and Job Abandonment, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the University.

**20.5 Representation.** The UFF shall have the exclusive right to represent any employee in a grievance filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present at all meetings called with the grievant or grievance representative for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

**20.6 Grievance Representatives.** The UFF shall, on or before September 1 of each year, furnish to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the president or president's representatives necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

**20.7 Appearances.**

(a) When an employee participates during working hours in an arbitration proceeding or in a grievance meeting between the grievant or representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities.

(b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

**20.8 Formal Grievance Procedure.**

(a) Filing.

(1) Step 1 and Step 2 grievances shall be filed in the Office of Faculty Relations in Academic Affairs within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or



reasonably should have known of such act or omission if that date is later. Thirty days shall be determined by the date stamped on the completed grievance form filed in the Office of Faculty Relations, or by the date of mailing as determined by the postmark. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.

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

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

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

(c) Postponement.

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

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

(d) Step 1.

(1) Meeting. The president or president's representative and the grievant and the grievance representative shall meet no sooner than seven (7) and no later than fifteen (15) days following

a. receipt of the grievance if no postponement is requested, or

b. receipt of written notice that the grievant wishes to proceed with the Step 1 meeting.

At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the president or president's representative, shall discuss the grievance.

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

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

(e) Step 2

(1) Filing.

a. Continuation of Step 1 Grievance. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request with the Office of Faculty Relations in Academic Affairs for review of the Step 1 decision by the president or president's representative. The grievant must make this request within thirty (30) days following receipt of the Step 1 decision by grievant's Step 1 representative. Thirty days shall be determined by the date stamped on the notice by the Office of Faculty Relations when the request is received in that office or by the date of mailing as determined by the postmark.

b. Step 2 Grievance Alleging Violation(s) of the Agreement at the University Level. A grievance may be filed at Step 2 if it alleges that one or more violations have occurred at the University level.

(2) Meeting. The president or president's University representative and the grievant and the grievant's representative shall meet no sooner than seven (7) and no later than fifteen (15) days following

a. receipt of the grievance if no postponement is requested or

b. receipt of written notice that the grievant wishes to proceed with the Step 2 meeting.

At the Step 2 meeting the grievant shall have the right to present evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5) and the president or president's representative, shall discuss the grievance.

(3) Decision. The president or president's representative shall issue a written decision, stating the reasons therefore, to the grievant and grievant's Step 2 representative within thirty (30) days following the conclusion of the review meeting. Thirty days shall be determined by a receipt executed by the Office of Faculty Relations, or by the date of mailing as determined by the postmark. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF grievance chair if the grievant elected self-representation or representation by legal counsel.

(f) Step 3 Arbitration.

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with the Office of Faculty Relations within thirty (30) days after receipt of the Step 2 decision by grievant and grievant's Step 2 representative (if the grievant is represented by the UFF, the decision will be sent to the UFF grievance representative) and shall be signed by the grievant and the UFF President or UFF Director of Arbitrations. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f)(4).

(2) Selection of Arbitrator. Representatives of the University and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of ten (10) or more members. Within fourteen (14) days after receipt of a notice of intent to arbitrate, representatives of the University and the UFF shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within sixty (60) days following the selection of the arbitrator, if practicable.

(3) Authority of the Arbitrator.

a. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

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



given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

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

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

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

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

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Orange County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Orange County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Orange County.

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

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

**20.9 Filings and Notification.** With the exception of Step 1 and Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 1 and Step 2 decisions shall be transmitted to the grievance representative (s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 17.5), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

**20.10 Precedent.** No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the president or representative and the UFF acting through its President or representative.

**20.11 Processing.**

(a) The filing or pendency of any grievance or arbitration proceedings under this Article shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

(b) The president, or president's representative, may refuse consideration of a grievance not filed or processed in accordance with this Article.

**20.12 Reprisal.** No reprisal of any kind will be made by the University or the UFF against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure by reason of such participation.

**20.13 Records.** All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

**20.14 Inactive Grievances.** A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety (90) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

**20.15 Expedited Grievance Procedure for Conflict of Interest** (Section 19.5).

(a) A grievance alleging a violation of Article 19 shall be heard at Step 1 by the president or president's representative no more than seven (7) days after it has been filed. The president or representative shall issue a Step 1 decision no more than 7 days after the Step 1 meeting.

(b) A request for review of the Step 1 decision shall be filed using Appendix "D," no more than seven (7) days following the receipt of the Step 1 decision. The Step 2 meeting shall be held no more than 7 days after the receipt of Appendix "D", and the Step 2 decision shall be issued no more than 7 days after the meeting.

(c) A request for arbitration using Appendix "E" shall be filed within fourteen (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the Appendix "E". The arbitrator shall issue a memorandum of decision within 7 days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.8(f)(5).

(d) The parties shall establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with this Section.

(e) All other provisions of Article 20 shall apply to these grievances, except as noted above.

## **ARTICLE 21**

### ***OTHER EMPLOYEE RIGHTS***

**21.1 Professional Meetings.** Employees should be encouraged to and may, with the approval of the supervisor, attend and/or make presentations at professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

**21.2 Office Space.** Each employee shall be provided with office space that may be on a shared basis when appropriate individual office space is unavailable. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, air conditioning/heating, office equipment commensurate with assigned responsibilities, and ready access to a telephone, computer and the Internet. When an employee reports in writing to his or her supervisor a condition which the employee feels represents the lack of one or more of the preceding provisions, the supervisor shall reply to the concern, in writing, within fourteen (14) days of receipt. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

**21.3 Safe Conditions.** Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, within fourteen (14) days of receipt, if the employee's concern is communicated in writing.

**21.4 Limitation on Personal Liability.**



(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the president's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein.

No officer, employee, or agent of the state or any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his or her employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

**21.5 Travel Advances.** The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

**21.6 Working Papers Rights.** Consistent with law, the provisions of Article 18, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

**21.7 Protection for Whistleblowers.** Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

**21.8 Copies of the Agreement.** The University shall provide the UFF with 500 copies of the ratified Agreement, shall provide a copy to each employee, and shall provide a copy to each new employee upon hiring. In addition, the University shall provide an electronic copy of the ratified Agreement and all Supplements to the UFF.

**21.9 Instructions.** The university shall provide instructions to employees regarding their responsibility for maintaining copies of emails in order to comply with the "Public Records Act," Chapter 119, Florida Statutes.

## **ARTICLE 22**

### ***SABBATICALS AND PROFESSIONAL DEVELOPMENT PROGRAMS***

#### **22.1 Sabbaticals.**

(a) **Policy.** Sabbaticals are granted to increase an employee's value to the University through opportunities for research, writing, professional renewal, further education or other experiences of professional value. While such leaves may be provided in relation to an employee's years of service, they are not primarily a reward for service.

(b) **Types of Sabbaticals.**

(1) **Type I Sabbaticals:** Each year, each college shall make available at least one (1) [Type IA] sabbatical, either at full pay for one (1) semester or a [Type IB] at three-fourths pay for one (1) academic year, for each twenty (20) tenured and tenure-earning employees, subject to the conditions of this Article. Standard rounding techniques shall be used to determine the total number of Type I sabbaticals to be made available in each college. (e.g., a college with 29 tenured or tenure-earning employees shall make one (1) Type I sabbatical available. A college with 30 tenured or tenure-earning employees shall make two (2) Type I sabbaticals available.) Colleges with fewer than twenty (20) tenured and tenure-earning employees shall make available at least one such sabbatical every other year.

(2) **Type II Sabbaticals:** Each college shall make available to each employee whose application meets the policy requirements noted above, and whose application has been recommended by the college committee and granted by the dean a sabbatical for two (2) semesters (i.e., one (1) academic year) at half pay, subject to the conditions of this Article.



## (c) Eligibility for Sabbaticals.

- (1) Full-time tenured employees with at least six (6) years of full-time continuous service with UCF shall be eligible for sabbaticals.
- (2) No paid or unpaid family and medical, parental, administrative, military, or other authorized leave(s) will be considered a break in continuous employment.
- (3) An employee who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.
- (4) Employees shall be notified annually regarding eligibility requirements and application deadlines.

## (d) Sabbatical Availability &amp; Eligibility of Employees Not in a College

- (1) For the purposes of Section 22.1, "college" shall also mean the group of tenured and tenure-earning employees whose primary assignments are in an institute, center, or other non-college unit.
- (2) These employees shall be grouped together for purposes of calculating the number of available sabbaticals and for purposes of ranking employees' applications. Sabbatical applications for these employees will be reviewed and ranked by the University Research Council, whose rankings will be finally reviewed by the president or president's representative. In all other respects, the application and selection process for these employees shall follow the provisions of Section 22.1(e).

## (e) Application and Selection.

- (1) Applications for sabbaticals shall be submitted in accordance with college procedures.
- (2) Each application shall include a two-page statement describing the program and activities to be followed while on sabbatical; the expected increase in value of the employee to the University, the college and the employee's academic discipline; specific results anticipated from the leave; any anticipated supplementary income; and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in Section 22.1(f).
- (3) The employee's immediate supervisor, e.g., the chair, shall be given a copy of the application when it is submitted for review by the college committee.
- (4) A college committee shall be elected by and from the tenured unit employees. The committee shall equitably represent the departments or units of eligible employees.
- (5) Employees who indicate they plan to apply for the leave are not eligible to serve on the committee.
- (6) A committee chairperson shall be elected by and from the college sabbatical committee.
- (7) The college committee shall review sabbatical applications and shall submit a ranked list of recommended employees to the dean or dean's representative.
- (8) In ranking the applicants, committee members shall consider the merits of the proposal and the benefits of the proposed program to the employee, the University, the college and the profession; and the length of service since previous sabbatical. Committee members shall not disadvantage an applicant due to his/her academic discipline.
- (9) Absent a legitimate business reason other than staffing or fiscal considerations, the dean or dean's representative shall make sabbatical appointments from the list and consult with the committee prior to an appointment that does not follow the committee's list. In the event that the dean or dean's representative decides not to make a sabbatical appointment to an employee on the list, he or she shall consult with the affected employee. If staffing or fiscal considerations preclude a sabbatical from being granted, the employee shall be provided the sabbatical the following year, or at a later time as agreed to by the employee and the college. The period of postponement shall be credited for eligibility for a subsequent sabbatical.
- (10) In the event of an exceptional opportunity for an employee to participate in a prestigious academic award/activity for which deadlines prevent application during the normal application process, the dean may award a sabbatical outside of the above defined process. All employee eligibility requirements must be met and all sabbatical terms defined below apply.

(f) Terms of Sabbatical Program.

(1) The employee must return to the University for at least one (1) academic year following participation in the program. If the employee fails to return to the University for at least two consecutive semesters (excluding summer) following participation in the program, or makes little to no effort to complete the project described in the application, all salary and fringe benefits received during his/her participation in the program must be repaid to the University within 30 days of resignation or job abandonment.

(2) Within thirty (30) days after the beginning of the spring semester (for a fall-only sabbatical) or when annual reports are due (for a spring-only or fall/spring sabbatical), the employee must provide a brief written report to the college dean's office and his or her department or unit that relates accomplishments during the sabbatical to the proposal submitted for that leave.

(3) Annual evaluations shall be conducted for employees who have been granted sabbaticals. Evaluation of the sabbatical shall be based not on the department's or unit's Annual Evaluation Standards & Procedures, rather on accomplishments made in light of the sabbatical proposal and ensuing circumstances. The overall evaluation shall be weighted between time on and not on sabbatical.

(4) Employees shall be eligible for another sabbatical after six (6) years of continuous service at UCF are completed following the end date of the previous sabbatical.

(5) University contributions normally made to retirement and Social Security programs shall be continued during the sabbatical leave on a basis proportional to the salary received.

(6) University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.

(7) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the sabbatical leave.

(8) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the employee's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary may be reduced by the amount necessary to bring the total income of the sabbatical period to a level equal to the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 19.

## 22.2 Professional Development Leave.

(a) Policy. Professional development leaves are granted to increase an employee's value to the University through opportunities for research, writing, professional renewal, further education, or other experiences of professional value. While such leaves may be provided in relation to an employee's years of service, they are not primarily a reward for service.

(b) Types of Professional Development Leave. Each year, the University will make available at least one (1) professional development leave either at full pay for one (1) semester or term or at three-fourths pay for one (1) academic year, for each thirty (30) employees who are not tenured or tenure-earning, subject to the conditions set forth below.

(c) Eligibility for Professional Development Leave.

(1) Employees with six (6) or more years of full-time, continuous service with UCF shall be eligible for professional development leaves, except those employees who are serving in tenure-earning or tenured positions.

(2) No paid or unpaid family and medical, parental, administrative, military, or other authorized leave(s) will be considered a break in continuous employment.

(3) An employee who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the employee meets all other eligibility requirements.



(4) Eligible employees shall be notified annually regarding eligibility requirements and application deadlines.

(d) Application and Selection.

(1) Application for professional development leave shall contain an appropriate outline of the project or work to be accomplished during the leave.

(2) Each application shall include a two-page statement describing the program and activities to be followed while on professional development leave; the expected increase in value of the employee to the University and unit; specific results anticipated from the leave; any anticipated supplementary income; and a statement that the applicant agrees to comply with the conditions of the professional development leave program as described in Section 22.2(e).

(3) The employee's immediate supervisor and his or her dean, director, or unit head shall be given a copy of the application when it is submitted for review by the University Professional Development Leaves committee.

(4) A University Professional Development Leaves committee of at least five (5) members shall be elected by and from the employees eligible for professional development leave.

(5) Employees who indicate they plan to apply for the leave are not eligible to serve on the committee.

(6) A committee chairperson shall be elected by and from the University Professional Development Leaves committee.

(7) The University committee shall review professional development leave applications and shall submit a ranked list of recommended employees to the president or president's representative.

(8) In ranking the applicants, committee members shall consider the merits of the proposal; the benefits of the proposed program to the employee, the University, the college/unit, and the job function of which the employee is a part; and length of service since previous professional development leave. Committee members shall not disadvantage an applicant due to the academic discipline, function, or profession of the applicant.

(9) Absent a legitimate business reason other than staffing or fiscal considerations, the president or president's representative shall make professional development leave appointments from the list and consult with the committee prior to an appointment that does not follow the committee's list. In the event that the president or president's representative decides not to make a sabbatical appointment to an employee on the list, he or she shall consult with the affected employee.

(10) No more than one (1) employee for each fifteen (15) employees in each department or unit need be granted professional development leave for the same semester.

(11) Leaves shall be granted contingent upon the availability of staff and unit funds. If staffing or fiscal considerations preclude a professional development leave from being granted, the employee shall be provided the professional development leave the following year, or at a later time as agreed to by the employee and the college/unit. The period of postponement shall be credited for eligibility for a subsequent professional development leave.

(e) Terms of Professional Development Leave.

(1) The employee must return to University employment for at least one (1) academic year following the conclusion of such leave.

(2) An employee who fails to return to the University for at least one year following professional development leave must return all salary and fringe benefits received during his/her professional development leave to the University within 30 days of resignation or job abandonment.

(3) An employee who fails to spend the time as stated in the application shall reimburse the University for all salary and fringe benefits received during such leave within 30 days following the scheduled completion of the leave.

(4) Within thirty (30) days after the beginning of the spring semester (for a fall-only professional development leave) or when annual reports are due (for a spring-only or fall/spring professional

development leave ), the employee must provide a brief written report to his or her department or unit that relates accomplishments during the professional development leave to the proposal submitted for that leave.

(5) Annual evaluations shall be conducted for employees who have been granted professional development leaves. Evaluation of the professional development leave shall be based not on the unit Annual Evaluation Standards & Procedures, rather on accomplishments made in light of the professional development leave proposal and ensuing circumstances. The overall evaluation shall be weighted between time on and not on professional development leave.

(6) Employees shall be eligible for another professional development leave after six (6) years of continuous service at UCF are completed following the end date of the previous professional development leave.

(7) University contributions normally made to retirement and Social Security programs shall be continued during the professional development leave on a basis proportional to the salary received.

(8) University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the professional development leave.

(9) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the professional development leave.

(10) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes shall not result in reduction of the employee's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary may be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 19.

### 22.3 Other Study Leave.

(a) **Job-Required.** An employee required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.

(b) **Job-Related.** An employee shall be permitted to attend up to six (6) credits of course work per semester during work, provided that:

- (1) The course work is directly related to the employee's professional responsibilities;
- (2) The supervisor determines that the absence will not interfere with the proper operation of the work unit;
- (3) The supervisor believes that completion of the course work would improve the productivity of the department or function of which the employee is a part; and
- (4) The employee's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period.

**22.4 Retraining.** The University may, at its discretion, provide opportunities for retraining of employees when it is in the University's best interests. Such opportunities may be provided to employees who are reassigned or laid off, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of Article 24 and Sabbaticals or Professional Development Leaves under this Article.

## ARTICLE 23 [2015-2018] [2015-2016 version available in Appendix G] *SALARIES*

**23.1 Policy.** The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized



nationally and internationally. To that end, the parties are committed to working toward the common goals of the University of Central Florida. This policy statement is not subject to Article 20, Grievance Procedure.

### 3.2 Promotion Increases.

(a) Promotion salary increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks listed below:

- (1) To Assistant in \_\_\_\_\_, and Assistant University Librarian;
- (2) To Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in \_\_\_\_\_, and Associate University Librarian;
- (3) To Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, and University Librarian.

(b) Promotion salary increases shall be effective on August 8 for promotion approved during that year.

### 23.3 Legislatively Mandated Increases.

(a) No legislatively mandated increases were provided in 2015.

### 23.4 Other Increases.

(a) **Across-the Board Salary Increases.** Effective January 15, 2016, each eligible employee shall receive a one percent increase to the employee's base salary. The increase will be calculated using the employee's salary as of January 14, 2016. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship with the University prior to May 7, 2015; and the employee remains in an employment relationship at the date of implementation. Employees employed in 2014 that meet the above qualifications and were not evaluated shall be provided with an evaluation for that period and shall be eligible for the increase.

(b) **One-time payment.** In addition to the across-the-board increases taking effect on January 15, 2016, all employees eligible for that increase shall receive a one-time payment of \$1375 on January 15, 2016 or as soon as practicable thereafter.

(c) **Merit Salary Increases.** Effective January 15, 2016 for the 2015-2016 year, the University shall provide merit salary increases to each department/unit equal to two percent (2%) of the total base salary of employees in the department/unit as of August 14, 2015. All employees who are not members of a department/unit shall be grouped together and treated as a department/unit for the purpose of calculating and providing merit salary increases. Merit salary increases shall be provided to eligible employees in each department/unit who are in an employment relationship with the University prior to May 7, 2015; who remain in an in-unit employment relationship at the date of implementation; and meet the following criteria and procedures.

(1) **Eligibility.** Departments with approved standards may participate in merit increase programs. For the 2015-2016 year, an employee is eligible under this Section if he or she received an *Above Satisfactory* or *Outstanding* on his or her most recent annual evaluation and is still employed in unit at the University on the date of BOT ratification.

(2) **Distribution.** The merit salary increases for eligible employees shall be calculated as a percentage of their base salary. Such increases shall be distributed proportionately to those employees whose most recent annual evaluations are *Above Satisfactory* or *Outstanding* in a ratio of 1.0 for *Above Satisfactory* and 1.7 for *Outstanding*.

**23.5 Incentive Award Programs.** Incentive Award Programs shall be implemented as set forth in Paragraphs (a) through (c) below, to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida. The president shall give the final approval for awards to the successful faculty. Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employment agreement for the academic year in which the award was given. These awards shall be made according to existing criteria and procedures.

(a) **UCF-Teaching Incentive Program.** The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. Each academic year the University shall award up to forty (40) new UCF-TIP awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(b) **UCF-Research Incentive Award program.** The UCF-Research Incentive Award ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field. Each academic year the University shall award up to twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.



(c) Scholarship of Teaching and Learning Program. The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning. Each academic year the University shall award up to ten (10) new SoTL awards in addition to recycled awards.

**23.6 Excellence Awards.** The University shall implement the merit-based bonuses set forth below to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

(a) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year appointment awarded to faculty with an extraordinary record of accomplishment in the three primary areas of academic endeavor: teaching, research and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.

(1) Award recipients shall receive an annual stipend of \$50,000 funded by the University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year renewable appointment.

(2) Each academic year, the University shall award up to eight (8) Trustee Chair Professorships.

(3) These awards shall be made according to existing criteria and procedures.

(b) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three primary areas of academic endeavor: teaching, research and service.

(1) Award recipients shall receive a one-time payment of \$5,000 from Foundation funds as well as a Pegasus statue.

(2) Each academic year, the University may award Pegasus Professor awards.

(3) These awards shall be made according to existing criteria and procedures.

(c) Excellence Awards

(1) Award recipients shall receive a one-time payment of \$2,000.

(2) Each academic year, the University shall award Excellence in Undergraduate Teaching awards, one (1) University Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching awards, one (1) University Award for Excellence in Graduate Teaching, two (2) University Awards for Excellence in Faculty Academic Advising, one (1) University Award for Excellence in Professional Academic Advising, Excellence in Research awards, one (1) University Distinguished Research award, two (2) University Awards for Excellence in Professional Service, and one (1) Excellence in Librarianship award.

(3) These awards shall be made according to existing criteria and procedures.

**23.7 Salary Increases for Employees Funded by Contracts and Grants.**

(a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General (E&G) funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. 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 provided, the president or president's representative shall seek to have the contract or grant modified to permit or fund such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement if such increases are provided by the granting agency.

**23.8 Administrative Discretion Increases.** On May 8, 2016 through August 31, 2016, the University may provide Administrative Discretion Increases up to one and one-half percent (1.5%) of the total salary rate of Education and General (E&G) employees who were in an employment relationship with the University on May, 7, 2015. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

(a) The University may provide Administrative Discretion Increases for verified written offers of outside employment, special achievements, exceptional merit, compression and inversion, equity and market equity considerations, and similar special situations to employees in the bargaining unit.

(b) Administrative Discretionary Increases for verified written offers of outside employment shall not contribute to the calculation of the total salary rate.

(c) UFF Notification. At least 14 days prior to the effective date of any such increase, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase.

(d) The University's ability to provide Administrative Discretion Increases shall expire August 31, 2016, and shall not become part of the status quo.

**23.9 Report to Employees.** All employees shall receive notice of their salary increases prior to implementation.

**23.10 Type of Payment for Assigned Duties.**

(a) Duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of salary, not Other Personal Services (OPS) wages.

(b) Duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS wages, not salary.

**23.11 Twelve-Month Payment Option.** The parties agree that a twelve-month payment option for 9-month employees shall be offered each year during an annual open enrollment period from April 1 to June 30. If chosen by the employee, this payment option shall become effective for one year starting with the first full pay period beginning after August 8. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen (19) full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five (5) full bi-weekly paychecks received during the Summer semester. The University shall provide an online calculator and assistance as reasonable, taking into account time and resources, to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately level across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

**23.12 Administrative Salary Stipends.** A temporary salary increase which is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's base salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to Section 23.8.

**23.13 Salary Rate Calculation and Payment.** The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.

## **ARTICLE 24**

### ***BENEFITS***

**24.1 Benefits Improvements.** The University and UFF support legislation to provide adequate and affordable health insurance to all employees.

**24.2 Part-Time Employees.** Part-time employees, except those in positions funded from Other Personal Services (OPS) funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services. Part-time employees should contact the Human Resources office to determine the nature and extent of the benefits for which they are eligible.

**24.3 Retirement Credit.** Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the university, plus interest, if applicable. Employees who are to take such a leave of absence should contact the personnel office at their university for complete information prior to taking the leave.

**24.4 Benefits for Retirees.**

(a) Employees who retire from the University shall be eligible, upon request, and on the same basis as employees, subject to University policies, to receive the following benefits at the University from which they retired.

- (1) Retiree identification card;
- (2) Use of the University library (i.e., public rooms, lending and research service);



- (3) Listing in the University directory;
- (4) Placement on designated University mailing lists;
- (5) A University parking decal;
- (6) Use of University recreational facilities (retirees may be charged fees different from those charged to other employees for the use of such facilities);
- (7) The ability to enroll in courses at the University without payment of fees, on a space available basis, subject to the provisions of Florida Statutes;
- (8) A mailbox in the department/unit from which they retired, subject to space availability; and
- (9) University e-mail address.

(b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retiree's request for office or laboratory space.

(c) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 24.5(a)(5) of this Agreement, retirees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

#### 24.5 Optional Retirement Program.

(a) An Optional Retirement Program is provided for employees who are employed for no less than one academic year including the following provisions:

- (1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.
- (2) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System.
- (3) No accrued service credit or vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;
- (4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;
- (5) The employer shall contribute to the Optional Retirement Program, on behalf of each employee participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 121.35, Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and
- (6) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

(b) The parties agree to inform eligible employees regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.

(c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the University or another State agency, the UFF has a right to consult with the president or president's representative regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the University's statutory authority.

(d) The parties agree that the Optional Retirement Program and the Florida Retirement System are governed by Florida Statutes and regulations of the responsible division of state government. The parties agree to be bound by any changes in those statutes and regulations, regardless of whether such changes increase or decrease benefits to employees.

**4.6 Phased Retirement Program.** Employees currently enrolled in this program shall be permitted to remain enrolled until their five year participation term expires. No employees shall be permitted to enroll after January 1, 2016 until January 1, 2017.

**24.7 Free University Courses for Employees.** Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) without payment of tuition and fees on a space-available basis. See UCF Regulation 3.0031 Employee Tuition Free Course Enrollment.

(a) Tuition waiver transfer program. The University is committed to expanding the tuition waiver program by the fall semester in 2016 to allow employees to assign some or all of their unused portion of their six credit hours to family members (defined as spouses and dependent children under the age of 26. University employees (and their eligible family members) shall be allowed to register 2 hours ahead of all other state employees.

**24.8 Employee Assistance Programs.** The University is encouraged to expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the local UFF Chapter.

**24.9 Pre-tax Benefits Program.** The University shall continue to provide a pre-tax benefits program for employees which includes the opportunity to: (1) pay for their University insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

**24.10 Same-Sex Domestic Partner Health Care Stipend Policy.** Due to changes in law, this program has been discontinued. Employees enrolled in the program as of January 1, 2015, were given the one-year notice required.

## ARTICLE 25

### *UFF INSURANCE DEDUCTION*

The University agrees to provide one payroll deduction per employee per pay period for the UFF voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of State and University rules and regulations. The UFF shall provide the University with a written report by July 31 of each year regarding any program requiring payroll deduction. This report shall include the name of the common remitter company, a list of the provider companies that are to receive remittances, the appropriate contact people for the common remitter and associated provider companies, and addresses and phone numbers.

## ARTICLE 26

### *PAYROLL DEDUCTION*

**26.1 Policy.** Pursuant to the provisions of Section 447.303, Florida Statutes, 2006, the Board and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

#### **26.2 Deductions.**

(a) As long as the UFF is the certified bargaining agent for employees at the University, the Board shall deduct, biweekly and without unreasonable interruption (provided the employee has funds available), the UFF membership dues in an amount established by the UFF and certified in writing by the UFF President to the Board, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" to this Agreement.

(b) Deductions shall be made biweekly, and without unreasonable interruption (provided the employee has funds available), beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the university.

(c) The UFF shall give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

#### **26.3 Remittance.**



## Attachment A

2015-2018 CBA

(a) The dues and other authorized deductions shall be remitted by the Board to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period.

(b) Accompanying each remittance shall be a list containing at least the following information for each of the employees from whose salaries such deductions were made:

- (1) Name of the employee
- (2) Name of employee's department/unit
- (3) Biweekly salary of the employee
- (4) Pay period end date
- (5) Deduction code used by the University
- (6) Amounts deducted from the employee's salary.

(c) This list shall be provided in electronic format, compatible with standard consumer spreadsheet software.

### **26.4 Termination of Deduction.**

(a) The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either:

- (1) thirty (30) days written notice from the employee to the Board, the Human Resources office, and to the UFF revoking that employee's prior deduction authorization, or
- (2) the transfer of the authorizing employee out of the bargaining unit.

(b) Consistent with the provisions of Article 8, the Board or representative shall notify the local UFF Chapter when it proposes to reclassify an employee to a classification that is not contained in the bargaining unit.

**26.5 Reinstatement of Deduction.** The Board or representative shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment at the University.

**6.6 Indemnification.** The UFF assumes responsibility for (1) all claims against the Board, including the cost of defending such actions, arising from the Board's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the Board excess monies received under this Article.

**26.7 Exceptions.** The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than two payroll deduction fields (effective January 13, 2005) for the purpose of making the deductions described in this Article.

**26.8 Termination of Agreement.** The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

## **ARTICLE 27 MAINTENANCE OF BENEFITS**

No employee may be required or coerced to waive the benefits provided by the terms of this Agreement. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

## **ARTICLE 28 MISCELLANEOUS PROVISIONS**

**28.1 No Strike or Lockout.** The University agrees that there will be no lockout at the University during the term of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

**28.2 Class Titles.**

(a) Whenever the University creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the president or president's representative for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

**28.3 Titles and Headings.** The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

**ARTICLE 29  
SEVERABILITY**

**29.1 Invalidation of a Provision of the Agreement.**

(a) A provision of this Agreement shall be invalid and have no force or effect, if it:  
(1) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or  
(2) is rendered invalid by reason of subsequently enacted legislation, or  
(3) shall have the effect of a loss to the University of funds, property, or services made available through federal law, which loss of funds, property, or services would substantially impede the University's ability to provide a comprehensive program of teaching, research, and service, or  
(4) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action.

(b) In such circumstances, however, the remainder of the Agreement shall continue in full force and effect.

**29.2 Negotiations on Replacement Provisions.** If a provision of this Agreement fails for reasons set forth in Section 29.1(a)(1), (2), or (3) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**29.3 Effect of Passage of Law.** Any provision of this Agreement that is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.

**29.4 Legislative Action.** The University and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation that would change the terms of this Agreement.

**29.5 Authority.** Except as set forth above, this Article is not intended to cede authority to any party to invalidate any provision of this Agreement.

**ARTICLE 30  
AMENDMENT AND DURATION**

**30.1 Effective Date.**

(a) The Agreement shall become effective upon ratification by both parties and remain in effect through August 31, 2018.

(b) Renegotiations for the agreement term September 1, 2016 through August 31, 2017 shall begin no later than March 4, 2016, and shall include Articles 3, 8, 23, 24 and any other articles mutually agreed to by the parties.

(c) Renegotiations for the agreement term September 1, 2017 through August 31, 2018 shall begin no later than March 3, 2017, and shall include Articles 3, 23, and any other articles mutually agreed to by the parties.

- (d) Renegotiations for a successor agreement shall begin no later than February 10, 2017.
- (e) The parties may agree to include other subjects in their renegotiations.

**30.2 Amendments.** This Agreement may be modified or amended only upon mutual, written agreement of the Board and the UFF. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

**ARTICLE 31**  
**TOTALITY OF AGREEMENT**

**31.1 Limitation.** The Board and the UFF acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF 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 thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

**31.2 No Obligation to Bargain.** The Board and the UFF, 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.

**31.3 Modifications.** Nothing herein shall, however, preclude the Board and the UFF from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this Agreement.

**ARTICLE 32**  
**DEFINITIONS**

As used in this Agreement, the term:

-- "academic year" means a period consisting of a fall and spring semester of approximately 39 contiguous weeks.

-- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to Commission Order 03E-097, dated April 28, 2003, wherein the Public Employee Relations Commission issued Certificate No. 1391 to the United Faculty of Florida.

-- "Board" or "Board of Trustees" means the body established by Article IX, Section 7 of the Florida Constitution and by Florida Statutes ss. 1001.71-1001.74, responsible for the administration of the University of Central Florida.

-- "break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.

-- "college/unit" means a college or a comparable administrative unit generally equivalent in size and character to a college.

-- "continuous service" means employment uninterrupted by a break in service. For academic year employees (9 month employees), one year of continuous service is equivalent to the nine (9) or month employment period.

-- "days" means calendar days.

-- "department/unit" means a department or a comparable administrative unit generally equivalent in size and character to a department.

-- "employee" means a member of the bargaining unit.



## Attachment A

2015-2018 CBA

-- "equitable" means fair and reasonable under the circumstances.

-- "Florida Board of Governors" means the body established by Article IX, Section 7 of the Florida Constitution.

-- "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse, and dependents living in the household.

-- "Instructor" means a non-tenure earning employee whose primary responsibilities are teaching, service, and related activities and who possesses a non-terminal degree from an accredited institution in an appropriate field of specialization or equivalent qualifications based on professional experience.

-- "Lecturer" means a non-tenure earning employee whose primary responsibilities are teaching, service, and related activities and who possesses a terminal degree from an accredited institution in an appropriate field of specialization or equivalent qualifications based on professional experience.

-- "months" means calendar months.

-- "multi-year appointment" means an appointment made for a period of two-to-five academic or calendar years that may be renewed in two-to-five year increments at the end of the contract period at the discretion of the University.

-- "number" The singular includes the plural.

-- "principal place of employment" means the campus location or other university site specified on the employee's standard employment contract.

-- "semester" means one of the two approximately 19.5 week periods which together constitute the academic year.

-- "State University System" means the public universities of the State of Florida.

-- "supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.

-- "UFF" means United Faculty of Florida.

-- "University" or "University or representative" or "UCF" means the University of Central Florida Board of Trustees, the body established by Florida Statutes, 2004, Chapter 1001, acting through the President and its staff.

-- "year" means a period of twelve (12) consecutive months.



# Attachment A

2015-2018 CBA

## BARGAINING TEAM MEMBERS

### UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

#### At the bargaining table

Michael Mattimore  
Sherry Andrews  
Ronnie LaCourse Korosec  
Charlie Piper  
Lynn Hepner  
Charles Reilly  
Ross Wolf

### THE UNITED FACULTY OF FLORIDA

#### At the bargaining table

John Fauth  
Barbara A. Fritzsche  
Lee Ross  
Nick Shrubsole

#### At large team members

Youndy C. Cook

#### At large team members

*Our profound thanks to many others for their  
insights and comments during the bargaining process.*

**NOTE: The formatting for this section is different.**

*In the interest of getting this materials prepared quickly, the formatting for book printing remains. The content is agreed-upon by the parties at the table.*

**Attachment A**  
**APPENDICES**

2015-2018 CBA

*APPENDIX A*

**POSITION CLASSIFICATIONS IN THE BARGAINING UNIT**

All employees in the following position classifications holding regular, visiting, provisional, research, affiliate, clinical, or joint appointments:

Attachment 26 Program Director

- 9001 - Professor
- 9002 - Associate Professor
- 9003 - Assistant Professor
- 9004 - Instructor
- 9005 - Lecturer
- 9006 - Graduate Research Professor
- 9007 - Distinguished Service Professor
- 9009 - Eminent Scholar
- 9014 - Associate Instructor
- 9015 - Associate Lecturer
- 9016 - University School Professor
- 9017 - University School Associate Professor
- 9018 - University School Assistant Professor
- 9019 - University School Instructor
- 9024 - Senior Instructor
- 9025 - Senior Lecturer
- 9053 - University Librarian
- 9054 - Associate University Librarian
- 9055 - Assistant University Librarian
- 9056 - Instructor Librarian
- 9115 - Coordinator
- 9120 - Associate in \_\_\_\_\_
- 9121 - Assistant in \_\_\_\_\_
- 9150 - Curator
- 9151 - Associate Curator
- 9152 - Assistant Curator
- 9153 - Staff Physicist
- 9160 - Scholar/Scientist/Engineer
- 9161 - Associate Scholar/Scientist/Engineer
- 9162 - Assistant Scholar/Scientist/Engineer
- 9166 - Research Associate
- 9173 - Counselor/Advisor
- 9178 - Instructional Specialist
- 9334 - Specialist, Computer Research
- 9394 - Coordinator, Cooperative Education
- 9419 - Coordinator, Research Information
- 9433 - Specialist, Music
- 9434 - Psychologist
- 9435 - Resident Advisor to Students
- 9460 - Psychiatrist
- 9462 - Physician
- 9464 - Physician's Assistant
- 9490 - Dentist
- 9495 - Specialist, Student Counseling
- 9506 - Specialist, Social Work Services

And employees in the above classifications with the following administrative titles: Associate Chair (C2), Assistant Chair (C3), Coordinator (N1), Program Director (G1), Associate Program Director (G2), Assistant Program Director (G3), Department Head (H1), Associate Department Head (H2), Assistant Department Head (H3), and Counselor/Advisor (B1).

EXCLUDED: President, Vice-President, Provost, Chairpersons and all other employees on administrative contracts, managerial, confidential, and all other employees of the University of Central Florida.



APPENDIX B

UNITED FACULTY OF FLORIDA DUES CHECK-OFF AUTHORIZATION FORM

I authorize the University of Central Florida to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University by the UFF, and I direct that the sum so deducted be paid over to the UFF.

UFF dues payments are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University and to UFF, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization shall remain in full force and effect in accordance with the provisions of Section 447.007 Florida Statute.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee Identification Number

\_\_\_\_\_  
Name-printed

\_\_\_\_\_  
Department/Unit

\_\_\_\_\_  
College/Area

APPENDIX C

University of Central Florida Board of Trustees/United Faculty of Florida

GRIEVANCE FORM - STEP 1

(Deliver to Faculty Relations - Millican Hall 338)

I. This grievance was received by the University on \_\_\_\_\_ (date).  
Delivered by (check one):  
\_\_\_\_\_ personal delivery;  
\_\_\_\_\_ certified or registered return receipt requested mail;  
\_\_\_\_\_ fax - original document containing grievant's & grievance representative's signature (if applicable) must be received by Faculty Relations as soon as possible;  
\_\_\_\_\_ other (please specify: \_\_\_\_\_).

GRIEVANT

NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
EMAIL: \_\_\_\_\_  
COLLEGE: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_

GRIEVANCE REPRESENTATIVE  
(if elected by grievant as per Section III)

NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
EMAIL: \_\_\_\_\_  
COLLEGE: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative unless otherwise agreed to in writing by the grievant and grievant's representative.

II. GRIEVANCE  
Article(s) and Section(s) of the Agreement allegedly violated (If necessary, attach additional page):  
\_\_\_\_\_  
\_\_\_\_\_

Statement of grievance (must include date of acts or omissions complained of). Please be specific and include as much detail as possible to clarify the issues. Use additional sheets of paper if necessary and attach supporting documents.  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought (Please attach additional sheets of paper, if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

III. AUTHORIZATION

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

- UFF \_\_\_\_\_
- Legal Counsel \_\_\_\_\_
- Myself \_\_\_\_\_

I (do) \_\_\_\_\_ (do not) \_\_\_\_\_ want a postponement for up to 30 days to seek informal resolution of this grievance.

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

\_\_\_\_\_  
Signature of Grievant  
(Grievant must sign if grievance is to be processed.)

The Step 1 decision shall be transmitted to grievant's Step 1 representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall also be sent to the UFF grievance representative if grievant elected self-representation or representation by legal counsel.

APPENDIX D

University of Central Florida Board of Trustees/United Faculty of Florida

GRIEVANCE FORM – STEP 2

(Deliver to Faculty Relations – Millican Hall 338)

I. This grievance was received by the University on \_\_\_\_\_ (date).

Delivered by (check one):

- personal delivery;
certified or registered return receipt requested mail;
fax - original document containing grievant's & grievance representative's signature (if applicable) must be received by Faculty Relations as soon as possible;
other (please specify: \_\_\_\_\_).

NAME: \_\_\_\_\_ MAILING ADDRESS: \_\_\_\_\_
NAME: \_\_\_\_\_ MAILING ADDRESS: \_\_\_\_\_
E-MAIL: \_\_\_\_\_ COLLEGE: \_\_\_\_\_
DEPARTMENT: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_
OFFICE PHONE: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative unless otherwise agreed to in writing by the grievant and grievant's representative.

II. PLEASE MARK AND COMPLETE APPROPRIATE SECTION BELOW:

REQUEST FOR REVIEW OF STEP 1 DECISION
Grievant's representative received the Step 1 decision on: \_\_\_\_\_ (date)

I hereby request that the president or president's representative review the attached decision made in connection with the attached grievance because (If necessary, attach additional page):

A copy of the following documents must be attached to this Step 2 Grievance Form at the time of its filing with Faculty Relations:

- 1. A copy of the completed Step 1 grievance form filed by the grievant
2. All documentation submitted by grievant at Step 1 filing
3. Step 1 Decision
4. All attachments to the Step 1 decision

INITIAL GRIEVANCE IS BEING FILED AT STEP 2 LEVEL

I (do) (do not) want a postponement for up to 30 days to seek informal resolution of this grievance.

GRIEVANCE

Article(s) and Section(s) of the Agreement allegedly violated (If necessary, attach additional pages):

Statement of grievance (must include date of acts or omissions complained of). Please be specific and include as much detail as possible to clarify the issues. Use additional sheets of paper if necessary and attach supporting documents.

Remedy Sought (Please attach additional sheets of paper, if necessary):

III. AUTHORIZATION

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



# Attachment A

CBA 2015-2018

\_\_\_\_\_  
UFF  
\_\_\_\_\_  
Legal Counsel  
\_\_\_\_\_  
Myself  
\_\_\_\_\_

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

\_\_\_\_\_  
Signature of Grievant  
(Grievant must sign if grievance is to be processed.)

The Step 2 decision shall be transmitted to grievant's Step 2 representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall also be sent to the UFF grievance representative if grievant elected self-representation or representation by legal counsel.

Attachment A  
APPENDIX E

CBA 2015-2018

University of Central Florida Board of Trustees/United Faculty of Florida  
NOTICE OF ARBITRATION

The United Faculty of Florida hereby gives notice of its intent to proceed to in connection with the decision of the University dated \_\_\_\_\_ and received by the UFF State Office on \_\_\_\_\_ in this grievance of:

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

DATE OF FILING: \_\_\_\_\_

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

This notice was filed with the Office of Faculty Relations, Academic Affairs on \_\_\_\_\_ (date) by (check one):

mail (certified or registered, restricted delivery, return receipt requested) \_\_\_\_\_;  
personal delivery \_\_\_\_\_;  
other (specify) \_\_\_\_\_.

Date of receipt by Faculty Relations: \_\_\_\_\_

\_\_\_\_\_  
Signature of UFF President or Director of Arbitrations

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the University or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

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

This notice should be sent to:  
OFFICE OF FACULTY RELATIONS, ACADEMIC AFFAIRS  
UNIVERSITY OF CENTRAL FLORIDA

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 1: STATEMENT OF DISPUTE

I believe the assignment was arbitrarily or unreasonably imposed because:

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

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
UFF Grievance Representative's Signature

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION THAT THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED.

I UNDERSTAND AND AGREE THAT BY FILING THIS ADR GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES THAT MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 1: DECISION OF INDIVIDUAL MAKING THE ASSIGNMENT OR THAT PERSON'S REPRESENTATIVE

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Receipt Acknowledged by Individual Making  
Assignment or Representative

\_\_\_\_\_  
Date of Meeting

\_\_\_\_\_ The assignment was not arbitrarily or unreasonably imposed  
\_\_\_\_\_ The disputed assignment has been resolved in the following manner:

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

\_\_\_\_\_  
Signature of Person making the assignment    Date of Decision



APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 2: NOTICE TO AND DECISION OF DEAN OR DEAN'S REPRESENTATIVE

The decision of the Individual making the assignment or that person's representative is not satisfactory and the grievant and/or the UFF grievance representative hereby give notice that the ADR shall be referred to the dean or dean's representative.

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date of Receipt

\_\_\_\_\_  
UFF Grievance Representative Receipt

\_\_\_\_\_  
Acknowledged by Dean or  
Dean's Representative

\_\_\_\_\_  
Date of Conference

- The assignment was not arbitrarily or unreasonably imposed:
- The disputed assignment has been resolved in the following manner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Dean or Dean's Representative

\_\_\_\_\_  
Date of Decision

**Attachment A**  
**APPENDIX F**

CBA 2015-2018

**EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM**

**PART 3: NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO MEDIATOR**

The decision of the dean or the dean's representative is not satisfactory and the UFF grievance representative hereby gives notice of intent to refer the ADR grievance to a mediator.

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date of Receipt by President's  
Representative

\_\_\_\_\_  
UFF Grievance Representative

\_\_\_\_\_  
Receipt Acknowledged by  
President's Representative

Attachment A  
APPENDIX F

CBA 2015-2018

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 4: MEDIATOR'S DECISION

The disputed assignment was \_\_\_\_\_/was not \_\_\_\_\_ arbitrarily or unreasonably imposed.

Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

---

---

---

Suggested Remedy (Optional):

---

---

---

\_\_\_\_\_  
UFF Grievance Representative's Signature    Grievant's Signature

\_\_\_\_\_  
Mediator's Signature

\_\_\_\_\_  
Date Decision Issued



ARTICLE 3

2014-2015, for reference [superseded by 2015-2016 version]  
UFF PRIVILEGES

**3.1 Use of Facilities and Services.** Subject to the rules and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. For purposes of this Agreement, University-related Groups and Organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations.

**3.2 Communications.**

(a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

(b) The University will place a link to the UFF web site in an appropriate place on the University web site, as determined by the University.

**3.3 Leave of Absence -- Union Activity.**

(a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time unpaid leave of absence for the academic year shall be granted to up to two (2) employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to one (1) employee for the entire summer term, upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the UFF to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.

(b) No more than two (2) employees from any college/unit, nor more than one employee per fifteen (15) employees per department/unit, need be granted such leave at any one time.

(c) The UFF shall reimburse the University for the employee's salary, fringe benefits, and retirement.

(d) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Article 17. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

(e) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. One (1) employee, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

(f) The University shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University harmless for any such acts or omissions, including the cost of defending against such claims.

(g) An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

**3.4 Released Time.**

(a) The University agrees to provide released time each calendar year to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in collective bargaining negotiations, representing



employees and administering this Agreement. The Parties will take coordinated action to facilitate an adequate and mutually convenient bargaining schedule. A maximum of three units of released time shall be granted for summer 2014, and four units of released time for fall 2014. The UFF may designate employees to receive released time during the year subject to the following conditions:

(1) A maximum of three (3) released time units per semester shall be granted to employees in any one (1) college.

(2) The UFF shall provide the University with a list of designees for the academic year no later than May 1 of the preceding academic year. Substitutions for the spring semester shall be made upon written notification submitted by the UFF to the University no later than November 1.

(3) Released time shall not become part of the status quo.

(b) (1) Each "unit" of released time shall consist of a reduction in teaching load of one (1) course per fall or spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week, which shall include a 25% reduction in assigned duties. One unit of released time may be used during the summer term at a rate of 12.5% of the employee's nine-month salary and shall be considered the equivalent of one summer term course's FTE for instructional employees. For non-teaching twelve-month employees, one unit of summer released time shall include a reduction in workload of ten (10) hours per week, which shall include a 25% reduction in assigned duties.

(c) Released time shall be used for conducting UFF business, at the University or state level, and shall not be used for lobbying or other political representation.

(d) Employees who are on leave of any kind shall not be eligible to receive released time.

(e) Upon the failure of the UFF to provide a list of designees by the specified deadlines, the University may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the November 1 deadline shall be allowed at the discretion of the University.

(f) An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted.

As an exception to this limitation, three (3) employees designated by the UFF shall be eligible for released time for responsibilities at the UFF state level for one (1) additional year. These employees shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fifth academic year of released time. These employees shall be identified by the UFF no later than May 1 of the preceding academic year; substitutions may be approved by the University at its discretion.

(g) Employees on released time shall be eligible for salary increases on the same basis as other employees. Their released time activities shall not be evaluated and the University shall not use such activity against the employee in making personnel decisions.

(h) Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University harmless for any claims arising from such activities, including the cost of defending against such claims.

## APPENDIX G

## ARTICLE 23

2014-2015, for reference [superseded by 2015-2016 version]

## SALARIES

**23.1 Policy.** The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally. To that end, the parties are committed to working toward the common goals of the University of Central Florida. This policy statement is not subject to Article 20, Grievance Procedure.

**23.2 Promotion Increases.**

(a) Promotion salary increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks described below:

- (1) To Assistant in \_\_\_\_\_, and Assistant University Librarian;
- (2) To Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in \_\_\_\_\_, and Associate University Librarian;
- (3) To Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, and University Librarian.

(b) Promotion salary increases shall be effective on August 8 for promotion approved during that year.

**23.3 Legislatively Mandated Increases.**

(a) In accordance with state law, effective October 1, 2013, the University shall provide a \$1,400 increase in base salary to all eligible employees whose September 30, 2013 base salary was \$40,000 or less. Effective October 1, 2013, the University shall provide a \$1,000 increase in base salary to all eligible employees whose September 30, 2013 base salary was more than \$40,000. However, in no instance shall an employee's base rate of pay be increased to an annual amount less than \$41,400.

(b) As provided for in the Governmental Appropriations Act of 2013 the top 35% of employees in each department shall be provided a \$600 bonus payment. The plan will be administered beginning with the lowest paid employees in each department who have achieved an Outstanding overall evaluation (or if there is an insufficient number of employees with an Outstanding evaluation, then Above Satisfactory), on their most recent annual evaluation.

**23.4 Across-the Board Salary Increases.** Effective January 17, 2014, each eligible employee shall receive a two percent (2%) increase to the employee's base salary. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was *Satisfactory* or above; the employee was in an employment relationship with the University prior to July 1, 2013; and the employee remains in an employment relationship at the date of implementation. Employees employed in 2012 and not evaluated shall be provided with an evaluation for that period and shall be eligible for the increase.

**23.5 Incentive Award Programs.** Incentive Award Programs shall be implemented as set forth in Paragraphs (a) through (c) below, to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida. The president shall give the final approval for awards to the successful faculty. Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employment agreement for the academic year in which the award was given. These awards shall be made according to existing criteria and procedures.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program (“UCF-TIP”) rewards teaching productivity and excellence. Each academic year the University shall award up to forty (40) new UCF-TIP awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(b) UCF-Research Incentive Award program. The UCF-Research Incentive Award (“UCF-RIA”) program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field. Each academic year the University shall award up to twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(c) Scholarship of Teaching and Learning Program. The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning. Each academic year the University shall award up to ten (10) new SoTL awards in addition to recycled awards.

**23.6 Excellence Awards.** The University shall implement the merit-based bonuses set forth below to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

(a) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year appointment awarded to faculty with an extraordinary record of accomplishment in the three primary areas of academic endeavor: teaching, research and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.

(1) Award recipients shall receive an annual stipend of \$50,000 funded by the University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year renewable appointment.

(2) Each academic year, the University shall award up to eight (8) Trustee Chair Professorships.

(3) These awards shall be made according to existing criteria and procedures.

(b) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three primary areas of academic endeavor: teaching, research and service.

(1) Award recipients shall receive a one-time payment of \$5,000 from Foundation funds as well as a Pegasus statue.

(2) Each academic year, the University may award Pegasus Professor awards.

(3) These awards shall be made according to existing criteria and procedures.

(c) Excellence Awards

(1) Award recipients shall receive a one-time payment of \$2,000.

(2) Each academic year, the University shall award Excellence in Undergraduate Teaching awards, one (1) University Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching awards, one (1) University Award for Excellence in Graduate Teaching, two (2) University Awards for Excellence in Faculty Academic Advising, one (1) University Award for Excellence in Professional Academic Advising, Excellence in Research awards, one (1) University Distinguished Research award, two (2) University Awards for Excellence in Professional Service, and one (1) Excellence in Librarianship award.

(3) These awards shall be made according to existing criteria and procedures.

**23.7 Salary Increases for Employees Funded by Contracts and Grants.**



(a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. 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 provided, the president or president's representative shall seek to have the contract or grant modified to permit or fund such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement if such increases are provided by the granting agency.

**23.8 Administrative Discretion Increases.** On May 8, 2014, through December 23, 2014, the University may provide Administrative Discretion Increases up to three quarters of one percent (0.75%) of the total salary rate of education and general (E&G) employees who were in an employment relationship with the University on the 6<sup>th</sup> of May, 2013. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

(a) The University may provide Administrative Discretion Increases for verified written offers of employment, special achievements, compression and inversion, equity and market equity considerations, and similar special situations, to employees in the bargaining unit.

(b) UFF Notification. At least 14 days prior to the effective date of any such increase, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase.

(c) The University's ability to provide Administrative Discretion Increases shall expire on December 23, 2014, and shall not become part of the status quo.

**23.9 Report to Employees.** All employees shall receive notice of their salary increases prior to implementation.

**23.10 Type of Payment for Assigned Duties.**

(a) Duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of salary, not Other Personal Services (OPS) wages.

(b) Duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS wages, not salary.

**23.11 Twelve-Month Payment Option.** The parties agree that a twelve-month payment option for 9-month employees shall be offered. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen (19) full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five (5) full bi-weekly paychecks received during the Summer semester. The University shall provide an online calculator and assistance as reasonable, taking into account time and resources, to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately level across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.



**23.12 Administrative Salary Stipends.** A temporary salary increase which is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's base salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to Section 23.8.

**23.13 Salary Rate Calculation and Payment.** The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.

Superseded by ratification  
of 2015-2018 CBA

## INDEX

*To be completed as soon as possible*

academic freedom.....	12	grievance form .....	22, 23, 24, 55, 56, 59, 81, 83
academic year.....	9, 14, 15, 16, 18, 20, 24, 25, 32, 34, 38, 41, 45, 46, 61, 62, 63, 64, 65, 67, 69, 74, 75, 91, 92, 93, 94	grievance procedure ..	11, 13, 14, 16, 19, 39, 54, 55, 56, 57, 59, 60, 72
adjunct.....	18, 33	grievance proceeding.....	30
Americans with Disabilities Act.....	42	grievance representative.....	23, 24, 30, 55, 56, 57, 58, 59
Annual Evaluation Standards and Procedures (AESP).....	25, 26, 27, 28, 63, 65	grievant .....	14, 22, 23, 24, 30, 55, 56, 57, 58, 59, 60
annual leave.....	43, 44, 45, 46, 47, 49	half pay.....	62
appointment.....	13, 15, 16, 17, 18, 19, 20, 31, 32, 36, 38, 39, 42, 45, 54, 63, 64, 75	half-time.....	38
arbitration .....	55, 56, 58, 59, 60	harassment.....	12, 13, 14, 16
assignment.....	19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31, 33, 34, 35, 37, 47, 52, 62	health insurance.....	69
assignment dispute resolution (ADR).....	19, 22, 23, 24, 86	holiday.....	21, 40, 42, 49, 59
award.....	25, 36, 37, 58, 59, 60, 63	instructional technology .....	19, 21, 22
bargaining unit.....	8, 15, 19, 33, 55, 69, 71, 72, 74, 75, 80	insurance .....	49, 63, 65, 70
base salary .....	16, 17	invention.....	49, 51, 52, 53
benefit.....	8, 13, 15, 21, 40, 44, 46, 56, 62, 63, 64, 65, 69, 70, 72	inventions.....	51, 52, 53
biweekly .....	42, 45, 71, 80	job abandonment.....	39, 56, 63, 65
break in service.....	74	joint appointment .....	78
calendar year.....	16, 45, 46, 48, 75	jury duty.....	47
classroom observation .....	28	just cause.....	38, 39
clinical .....	17	layoff.....	33, 34, 38, 43, 46
collegial .....	8	leave with pay .....	40, 45, 47, 49
compensation.....	17, 18, 22, 28, 43, 47, 53, 54, 56, 70	leave without pay .....	40, 44, 45, 47, 48, 49, 72
compulsory leave.....	43, 44, 45	military leave.....	40, 47, 48, 62, 64
conflict of interest.....	13, 16, 47, 53, 54, 60	multiyear .....	16, 17, 19, 20, 31, 34, 75
Conflict of Interest.....	51	non-reappointment .....	32
consolidated grievance .....	55	non-tenure earning .....	16, 17, 26, 33, 74, 75
consultation .....	9, 14, 19, 23, 25, 33, 34, 35, 37, 70, 72	notice 16, 19, 21, 24, 28, 30, 31, 32, 33, 34, 36, 38, 39, 48, 55, 57, 58, 59, 71, 72, 80, 85, 88, 89	
Consultation.....	91	office hours .....	17, 19, 56
contact hours.....	20	official emergency closings.....	48
continuous service .....	36, 62, 63, 64, 65, 74	Optional Retirement Program (ORP).....	69, 70
courtesy .....	17	outside activity .....	16, 53, 54
criteria.....	8, 13, 15, 17, 20, 26, 29, 35, 36, 37, 43	overall evaluation .....	25, 29, 63, 65
cumulative progress evaluation .....	28, 29, 35, 37	overload compensation.....	17
discipline .....	13, 26, 28, 38, 39, 62, 64	parental leave .....	45
discrimination.....	12, 13, 14, 16, 31, 56	pay period.....	42, 45, 56, 66, 71, 80
employee assistance program .....	30, 34, 39, 70	pay plan.....	18, 46
employment agreement.....	15, 16, 21, 32, 34	payment.....	30, 43, 44, 46, 47, 69, 70
eP&T .....	35	payroll deduction.....	71, 72
equipment.....	19, 20, 21, 50, 54, 60	peer evaluation .....	25, 28, 31, 33
evaluation .....	17, 20, 25, 26, 28, 29, 30, 31, 35, 37, 60, 63, 65	performance improvement plan.....	29, 30
evaluation file.....	14, 23, 28, 30, 31	post-training evaluation.....	30
evaluation period.....	25, 26, 27, 28	premium tuition.....	18
Family and Medical Leave Act (FMLA).....	40	principal place of employment .....	15, 21, 75
FTE.....	16, 17, 92	professional renewal.....	61, 63
full pay.....	61, 64	promotion.....	8, 13, 19, 20, 25, 28, 29, 30, 35, 36, 58, 80
governance.....	8, 26	provisional.....	17, 78
grievance .....	9, 14, 16, 22, 23, 30, 31, 32, 54, 55, 56, 57, 58, 59, 60	rank .....	15, 17, 28, 29, 36
		rating categories .....	25
		recall.....	33, 34
		reclassification.....	19

# Attachment A

CBA 2015-2018

re-employment.....	34, 43, 44, 46, 47	supplemental summer assignment.....	17, 18, 20, 28
released time.....	92	sustained performance evaluation .....	29, 30
reprisal.....	60	syllabi.....	25
resignation .....	33, 38, 44, 45, 63, 65	technology.....	49, 50, 51
retaliation.....	13, 31	tenure..	8, 13, 16, 17, 18, 19, 20, 25, 26, 28, 29, 30, 33, 36, 37, 38, 40, 58, 59
retired .....	17, 28, 69	tenured.....	16, 17, 18, 26, 27, 29, 33, 39, 61, 62
retirement.....	38, 43, 49, 63, 65, 69, 72	tenure-earning .....	16, 17, 18, 26, 33, 36, 37, 38, 40, 61, 62, 64
sabbatical.....	13, 40, 61, 62, 63, 64, 66, 70	three-fourths pay .....	61, 64
salary .....	8, 13, 16, 18, 19, 20, 25, 44, 48, 56, 58, 63, 65, 70, 71	UFF membership dues .....	71, 72, 80
sexual harassment.....	13	United Faculty of Florida (UFF) .....	8, 22, 74, 75
sick leave .....	42, 43, 44, 45, 46, 47, 49, 63, 65	vacancy .....	15, 33
sick leave pool.....	42	visiting.....	17, 32, 78
special conditions .....	16	visiting appointment.....	17
spring semester .....	29, 38, 63, 65	Workers' Compensation .....	44
student perception of instruction.....	25, 27, 31, 33		

ITEM: EP-1

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** Conferral of Degrees

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Concurrence: Conferral of degrees at the Fall 2015 commencement ceremonies.

**BACKGROUND INFORMATION**

UCF expects to award the following degrees at the Fall 2015 commencement ceremonies on December 18 and 19, 2015:

4,547	baccalaureate degrees
665	master's degrees
<u>133</u>	doctoral and specialist degrees
<b>5,345</b>	<b>Total</b>

---

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

**Prepared by:** Cindy Hawks, Executive Assistant to the Vice President and Chief of Staff

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





ITEM: EP-2

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** 2015-16 Tenure with Hire

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approval of tenure with hire.

**BACKGROUND INFORMATION**

New faculty members are hired each year with tenure. Normally, such faculty members have earned tenure at their previous institution and meet UCF's requirements for tenure. For others, tenure is part of the hiring package when senior faculty members are hired for administrative positions. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

---

**Supporting documentation:** 2015-16 Tenure with Hire Justification

**Prepared by:** Diane Z. Chase, Vice Provost for Academic Program Quality

**Submitted by:** A. Dale Whittaker, Provost and Executive Vice President

Attachment A

**2015-16 Tenure with Hire Justifications  
Board of Trustees  
November 19, 2015**

**College of Health and Public Affairs**

**Dr. Kim Anderson M., professor  
School of Social Work**

Dr. Kim Anderson, received her Ph.D. degree in social work from the University of Kansas. Her academic experience includes teaching at the University of Missouri, Avila College, Bethany College, and the University of Kansas. Her research is focused on the study of violence as it relates to women and children. Dr. Anderson has more than 19 refereed-articles, one book, and nine book chapters. She has received more than \$1.3 million in external grant funding. The School of Social Work and the College of Health and Public Affairs support her tenure with hire.

ITEM: EP-3

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Amendment to University Regulation UCF-9.002 Tuition Remission for Graduate Assistants and Fellows

**DATE:** November 19, 2015

---

**PROPOSED BOARD ACTION**

Approve amendments to existing university regulation UCF-9.002 Tuition Remission for Graduate Assistants and Fellows.

**BACKGROUND INFORMATION**

Florida Board of Governors Regulation 1.001 provides that "Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors."

Regulation UCF-9.002 relates to tuition waivers received by graduate assistants and fellows. Revisions are being proposed to clarify that all university funding types may be used for the costs of resident tuition waivers. This change will provide more flexibility for faculty and graduate students to work together to meet the teaching and research needs of the university. Additionally, these amendments will align the university with most other State University System universities.

---

**Supporting documentation:** Attachment A: Proposed Amended Regulation UCF-9.002 Tuition Remission for Graduate Assistants and Fellows

**Prepared by:** Youndy Cook, Deputy General Counsel

**Submitted by:** Scott Cole, Vice President and General Counsel