



Office of the President

University of Central Florida  
Board of Trustees Meeting  
January 13, 2017  
*FAIRWINDS* Alumni Center  
Agenda

10:00 a.m. – 4:00 p.m.

Lunch 12:00 p.m.

800-442-5794, passcode, 463796

COMMITTEE MEETINGS

10:00 a.m. – 10:30 a.m.  
10:30 a.m. – 11:15 a.m.  
11:15 a.m. – 12:00 p.m.

Compensation and Labor, John Sprouls, Chair  
Advancement, Clarence Brown, Chair  
Educational Programs, Robert Garvy, Chair

BOARD MEETING

1:00 – 4:00 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 November 17, 2016, and December 1, 2016, meetings](#) Chairman Marchena
5. Remarks and introductions John C. Hitt, President
6. Reports  
**INFO-1** Information Overview of the UCF Budget Process (William F. Merck II, Vice President for Administration and Finance and CFO; and Tracy Clark, Associate Provost for Budget, Planning, and Administration and Associate Vice President for Finance)
7. Advancement Committee report Chair Brown

- |     |   |  |
|-----|---|--|
| 8.  | Audit, Operations Review, Compliance, and Ethics Committee report | Chair Beverly Seay   |
| 9.  | Compensation and Labor Committee report                           | Chair Sprouls  |
| 10. | Educational Programs Committee report                             | Chair Garvy  |
| 11. | Finance and Facilities Committee report                           | Chair Martins  |
| 12. | Consent Agenda  | Chairman Marchena  |
|     | <b>AUD-1</b>  | Approval UCF Audit and Compliance Committee Charter (Seay)   |
|     | <b>AUD-2</b>  | Approval Revision of Internal Audit Charter (Seay)   |
|     | <b>AUD-3</b>  | Approval Board of Governors' Performance-based Funding Data Integrity Certification Audit Report (Seay)  |
|     | <b>AUD-4</b>  | Approval Performance-based Funding Data Integrity Certification Form (Seay)  |
|     | <b>AUD-5</b>  | Approval Internal Compliance, Ethics, and Risk Charter (Seay)  |
|     | <b>CL-1</b>   | Approval Repeal of University Regulation UCF-10.010 Discipline and Termination for Cause of Faculty and A&P Staff Members of the College of Medicine and Amendments to University Regulation UCF-3.0124 Discipline and Termination for Cause of Non-Unit Faculty and A&P Staff Members, University Regulation UCF-3.036 Grievance Procedure for Non-Unit Faculty Employees, and University Regulation UCF-3.037 Grievance Procedure for Non-Unit A&P Employees (Sprouls) |
|     | <b>CL-2</b>   | Approval Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees (Sprouls)   |

- |     |                               |          |  |
|-----|-------------------------------|----------|--|
|     | <b>FF-1</b>                   | Approval | Minor Amendment to the University of Central Florida 2015-25 Campus Master Plan Update (Merck) |
| 13. | New business                  |          | Chairman Marchena  |
| 14. | Announcements and adjournment |          | Chairman Marchena  |

Upcoming meetings and events:

- |  |   |
|--|---|
| Board of Governors meetings            | January 25-26, 2017<br>(Florida Polytechnic University)             |
| Board of Trustees retreat              | March 3, 2017<br>9:00 a.m. – 1:00 p.m.<br>(FAIRWINDS Alumni Center) |
| Board of Trustees meeting              | March 16, 2017<br>(FAIRWINDS Alumni Center)                         |
| UCF Day at the Capitol                 | March 28, 2017<br>(Tallahassee)                                     |
| AGB National Conference on Trusteeship | April 2-4, 2017<br>(Hilton Anatole, Dallas)                         |

**Minutes  
Board of Trustees Meeting  
University of Central Florida  
November 17, 2016**

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.

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

**WELCOME**

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

The following board members attended the meeting: Chairman Marcos Marchena, Vice Chair Robert Garvy, Trustees Ken Bradley, Clarence Brown, Christopher Clemente, Joseph Conte, Ray Gilley, Keith Koons, Alex Martins, David Walsh, and William Yeargin. Trustee John Sprouls attended via teleconference.

**PUBLIC COMMENT**

There were no requests for public comment.

Marchena called on Sprouls to present the Compensation and Labor Committee Report due to Sprouls' travel schedule.

**COMPENSATION AND LABOR COMMITTEE REPORT**

John Sprouls, Chair of the Compensation and Labor Committee, reported the highlights from the committee meetings held on October 20, 2016, and earlier in the day.

- At the October 20, 2016, committee meeting, Maureen Binder, Associate Vice President and Chief Human Resources Officer, reported on the 2013-16 Goals Accomplishments. Binder reported on the Performance Unit Plan Payments for the 2013-16 Cycle. She reported on the 2016-19 Performance Incentive Measures and Goals, and the 2016-19 Performance Unit Plan Awards.
- Sprouls reported on the Annual Report dated July 1, 2015-June 30, 2016.
- Youndy Cook, Deputy General Counsel, reported on the Amendments to University Regulations UCF-3.0032, Additional Compensation for UCF Employees, UCF-3.040 Benefits and Hours of Work, and UCF-3.044 Compensation.
- Sprouls reported on the Assessment of the President's Performance and Recommendation for Compensation.

- Marchena noted that this year UCF tied for first place in the Board of Governors performance funding model and addressed the 2016-19 Performance Incentive Measures and Goals.
- Sherry Andrews, Associate General Counsel and Associate Provost, provided highlights on the agreement recently made with the United Faculty of Florida. She reported on Article 3: UFF Privileges, Article 8: Appointment, Article 23: Salaries, and Article 24: Benefits of the Collective Bargaining Agreement with the United Faculty of Florida. One of the trustees asked Andrews for numbers on salaries. These were provided to trustees later in the meeting by Tracy Clark, Associate Provost for Budget, Planning, and Administration and Associate Vice President for Finance.

Sprouls presented the following item for board approval.

- CL-1 Report on the Assessment of the President's Performance and Recommendation for Compensation—A motion was made and unanimously passed by the board approving the Compensation and Labor Committee's report on the assessment of the president's performance and its recommendation for compensation.

Marchena called for approval of the September 15, 2016; October 6, 2016; and October 24, 2016, meeting minutes, which were unanimously approved with one non-substantive correction.

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

### **REMARKS**

Hitt congratulated the College of Medicine and Deborah German, Vice President for Medical Affairs and Dean of the College of Medicine, for the 10<sup>th</sup> Anniversary Gala held on the medical school campus earlier this month.

Hitt provided an update on the university's teaching hospital, stating that the public-private partnership proposal was filed with the Board of Governors on October 27, 2016. Members of the UCF Academic Health team have met individually with Chancellor Criser, Chair Kuntz, and Governor Levine to discuss the plans, and individual meetings with governors will be held. The team is responding to questions from the staff of the Board of Governors and the Division of Bond Finance. Academic Hospital P3 proposal will be considered by the Board of Governors at its meeting on January 25-26, 2017, in Lakeland.

Hitt reported that in the concurrent certificate of need process, both Florida Hospital and Orlando Health have filed statements of opposition to the certificate of need application. The UCF Academic Health team is working with HCA and the certificate of need consultants on responses. While addressing their opposition, UCF also is emphasizing the commitment to continuing the important relationships with each of our hospital partners. The initial ruling by Agency for Health Care Administration on the certificate of need is expected on December 2.

Hitt announced that the IGNITE Campaign for UCF was launched on campus in September 2016 and is now being showcased nationally through a series of rollout receptions. Hitt noted that

event locations for the coming year include Houston; Orlando; Naples; Atlanta; Los Angeles; Seattle; and Washington, D.C., and that each event highlights how UCF is changing lives and livelihoods and the important role of philanthropy in our growth and progress. Hitt thanked Trustee Beverly Seay and Chair *Emeritus* Rick Walsh for their participation.

In athletics news, Hitt announced that the men's and women's basketball seasons have started. Hitt stated we are looking forward to great seasons with new head coaches Johnny Dawkins and Katie "Coach Abe" Abrahamson-Henderson.

Hitt reported that UCF's recent Focus Breakfast was held at the Ballroom at Church Street Station. He noted that Chair *Emeritus* Rick Walsh and he participated in an interview-format dialogue and discussed UCF's current and future projects for an audience of approximately 350.

## **INTRODUCTIONS**

Hitt acknowledged and congratulated the following staff members.

### **A. Staff Members**

One of the world's leaders in liquid-display technology has selected for its "2016 Displaying Futures Award" a UCF project led by Debashis Chanda, CREOL researcher and professor, and graduate student Daniel Franklin. The Germany-based company Merck selected UCF's plasmonic full-color display project as its top pick from 30 others in an international invitation-only competition. The award comes with \$50,000 seed money.

### **B. Employee of the Month**

The Employee of the Month for August was Denise Whiteside, senior administrative assistant in the College of Optics and Photonics for 10 years.

The Employee of the Month for September was Nicholas Schenk, senior admissions specialist in the Political Science Department for six years.

The Employee of the Month for October was Katie Connolly, office manager for the College of Health and Public Affairs for seven years.

## **REPORTS**

Marchena introduced Richard Beary, Associate Vice President and Chief of Police, who reported on the following.

- INFO-1 Campus Safety Presentation

### **ADVANCEMENT COMMITTEE REPORT**

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

- Michael Morsberger, Vice President for Alumni Relations and Development and CEO, UCF Foundation, Inc., provided a report on the campaign's progress and summarized the activities taking place with the campaign rollout events planned across the country in 2017. He noted that visits are planned to alumni in Naples; Atlanta; Los Angeles; Seattle; and Washington, D.C.
- Dan Holsenbeck, Senior Vice President for University Relations, reported on the legislative budget request process, noting UCF's top priorities for funding. He shared an update on post-election UCF representation in the Florida House and Senate, highlighting Amber Mariano, a UCF senior who is the youngest person elected to the Florida House of Representatives. Mariano participated in UCF's Legislative Scholars Internship program.
- Grant Heston, Vice President for Communications and Marketing, provided a national media update. He noted highlights from the most recent edition of *Pegasus Magazine* and spoke about the feature story of UCF's response to the Pulse Night Club shootings.
- Chad Binette, Assistant Vice President for News and Information, gave a presentation on UCF's national media presence and discussed the strategies UCF uses to receive more media attention at a national level.

### **EDUCATIONAL PROGRAMS COMMITTEE REPORT**

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

- A. Dale Whittaker, Provost and Executive Vice President, reported on the Conferral of Degrees for Fall 2016 commencement ceremonies on December 16 and December 17, 2016.

4,716	baccalaureate degrees
668	master's degrees
<u>99</u>	doctoral and specialist degrees
5,481	Total
- Whittaker reported on the 2016-17 Tenure with Hire.
- Cynthia Young, Vice Provost for Faculty Excellence and International Affairs and Global Strategies, reported on the Amendment to University Regulation UCF-2.009 Admission of International Students.
- Whittaker provided the provost's update that included a faculty spotlight on Bradley J. Willenberg, Ph.D., who presented a short summary describing two of his main research projects focused on (1) building a transplantable kidney, and (2) developing new mosquito surveillance tools with colorimetric readouts.
- Whittaker shared news about the launch of the UCF chapter of National Academy of Inventors. Twenty-nine faculty members were inducted into the first class. Collectively, they hold 541 patents, 64 licenses, and 20 startup companies. The NAI chapter hopes to grow its membership in the coming years.

- Whittaker reported on the recent DirectConnect annual presidents' meeting, and he shared plans to meet regional and state demand for more nurses with the consortium's recommendation to pursue additional nursing degrees at several DirectConnect partner state colleges.
- Whittaker shared an update on the institutionalization of the Collective Impact Strategic Plan, including Provost Forums to track the university's progress in key metrics. The first forum addressed research and graduate programs.
- Whittaker presented a video from the university's submission to the \$100 million MacArthur Foundation challenge, which focused on eliminating income as a predictor of college success. He cited recent data showing an increasing gap in low- and high-income students' graduation rates and spoke about UCF's work with other institutions in the University Innovation Alliance to help close this gap.

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

Alex Martins, Chair of the Finance and Facilities Committee, reported highlights from the committee meeting held on October 12, 2016, and earlier in the day.

- William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, Maribeth Ehasz, Vice President for Student Development and Enrollment Services, and Karen Hofmann, Director of Counseling and Psychological Services, reported on the critical demand for mental health services on campus and the need for approximately \$322,000 to hire four new counselors at the Counseling and Psychological Center. The University Fee Committee, which is comprised of students and university staff, met prior to October 12, 2016, and they recommended raising the health fee by \$.50 per credit hour to fund the positions. University staff chose not to raise the health fee and, instead, to internally fund the positions with non-recurring funds due to the important need currently on campus. UCF will seek funding for counselors in the state's legislative budget request. Martins noted that Marchena had suggested that UCF consider using performance based funding or departmental budgets to accommodate the need in the future. Merck and Ehasz made a presentation to the Florida Board of Governors on the issues of mental health on campuses across the state. Martins recommended that this topic be discussed at the January 2017 Board of Trustees meeting, along with a form of that presentation.
- Merck and Curt Sawyer, Associate Vice President for University Services, reported on the seven-year extension of the pouring rights agreement with Coca Cola.
- Tracy Clark, Associate Provost for Budget, Planning, and Administration and Associate Vice President for Finance, reported on the University Operating Budget Report for the quarter that ended June 30, 2016, as well as the UCF Investments Quarterly Report that ended June 30, 2016.
- Merck, Lee Kernek, Associate Vice President for Administration and Finance, and John C. Pittman, Associate Vice President for Administration and Finance, Debt Management, reported the results of an engineering study on the proposed Tri-generation Facility for UCF Downtown.
- Scott Cole, Vice President and General Counsel, and Michael Georgiopoulos, Dean of the College of Engineering and Computer Science, discussed turning Limbitless

Solutions, Inc. into a university Direct Support Organization. Limbitless Solutions, Inc. is a non-profit 501(c3) corporation. This matter will be heard before the full board on December 1, 2016, at a teleconference meeting.

- Merck and Pittman reported on the Direct Support Organizations' 2015-16 Fourth-Quarter Financial Reports ending June 30, 2016.
- Merck reported on the 2017 Finance and Facilities Committee meeting dates.
- Martins stated that the committee meeting earlier in the day discussed a memorandum to address the Life Sciences Incubator needs of the UCF community at Lake Nona. It was determined that the 12-year lease agreement needs additional review by the general counsel. University staff will present the reviewed contract to the board at the December 1, 2016, teleconference meeting.
  - Martins requested that FF-2–Lake Nona Incubator Lease Agreement be removed from the consent agenda.

### **NOMINATING AND GOVERNANCE COMMITTEE REPORT**

William Yeargin, Chair of the Nominating and Governance Committee, reported highlights from the committee meeting held on October 20, 2016.

- Yeargin reported that the committee was reviewing the presidential selection process, as well as the guidelines for presidential authority. The committee plans to soon bring recommendations related to these reviews to the board.

### **INFORMATION**

Marchena noted the following informational item.

- INFO-2 2017 Finance and Facilities Committee Meeting Dates

### **CONSENT AGENDA**

A motion was made to accept the amended consent agenda, removing item FF-2 Lake Nona Incubator Lease Agreement, and removing for separate discussion items CL-4 2016-19 Performance Incentive Measures and Goals, and CL-5 2016-19 Performance Unit Plan Awards, and members of the board unanimously approved the following actions.

- ADV-1 Amended UCF Foundation Bylaws—Approval of the amendments to the UCF Foundation Bylaws
- ADV-2 Second Amended and Restated Advancement Committee Charter—Approval of the Second Amended and Restated Advancement Committee Charter
- CL-2 The 2013-16 Goal Accomplishments—Approval of the 2013-16 Goal Accomplishments documented by the University Audit Office

- CL-3 Performance Unit Plan Payments for the 2013-16 Cycle—Approval of Performance Unit Plan Payments earned by participants for the 2013-16 cycle for accomplishment of the three-year performance measures set by the Board of Trustees on November 14, 2013
- CL-6 The Annual Report, July 1, 2015-June 30, 2016—Approval of the Annual Report, July 1, 2015-June 30, 2016
- CL-7 Amendments to University Regulations UCF-3.0032 Additional Compensation for UCF Employees, UCF-3.040 Benefits and Hours of Work, and UCF-3.044 Compensation—Approval of amendments to University of Central Florida Regulations UCF-3.0032, UCF-3.040, and UCF-3.044
- CL-8 Article 3: UFF Privileges, Article 8: Appointment, Article 23: Salaries, and Article 24: Benefits of the Collective Bargaining Agreement with the United Faculty of Florida—Ratification of the reopened articles of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the United Faculty of Florida
- EP-1 Conferral of Degrees—Approval of conferral of degrees at the Fall 2016 commencement ceremonies
- EP-2 Amendment to University Regulation UCF-2.009 Admission of International Students—Approval of amendments to University of Central Florida Regulation UCF-2.009
- EP-3 2016-17 Tenure with Hire—Approval of tenure with hire
- FF-1 Pouring Rights Agreement—Approval of the renewal of the pouring rights agreement with Coca-Cola

Marchena presented CL-4 2016-19 Performance Incentive Measures and Goals and CL-5 2016-19 Performance Unit Plan Awards for the board's approval. A motion was made and unanimously passed by the board to table items CL-4 and CL-5 until the December 1, 2016, Board of Trustees meeting.

### **NEW BUSINESS**

Marchena reported that Helen Donegan had periodically organized lunches for him with different community groups. His objective has been to learn of people's perception of the university and to ask them what they think we need to do to get information about the university to the community. At the last lunch, someone suggested that "we and they" need to be armed with a 45-second elevator speech about UCF. Marketing is working on a brief summary of the university's goals and achievements.

Marchena mentioned that he would be meeting with the governor and the 12 chairs of the SUS board of trustees at the governor's request to discuss a number of items regarding our universities. Each chair is going to report on a best practice at his or her university. Marchena will discuss UCF's distance learning initiative with that group.

**ANNOUNCEMENTS AND ADJOURNMENT**

Marchena announced the following upcoming meetings:

- |                                   |  |
|-----------------------------------|--|
| Board of Trustees special meeting | December 1, 2016<br>(Call-in or President's Boardroom, Millican Hall)        |
| Board of Trustees meeting         | January 13, 2017 (Date changed from January 19)<br>(FAIRWINDS Alumni Center) |
| Board of Governors meeting        | January 25-26, 2017<br>(Florida Polytechnic University)                      |

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

Marchena adjourned the board meeting at 2:22 p.m.

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

John C. Hitt  
Corporate Secretary

**Minutes**  
**Board of Trustees Teleconference Meeting**  
**University of Central Florida**  
**December 1, 2016**

Chairman Marcos Marchena called the teleconference meeting of the Board of Trustees to order at 8:00 a.m. in the President's Boardroom on the UCF Orlando campus.

The following board members attended the meeting via teleconference: Chairman Marcos Marchena, Kenneth Bradley, Clarence Brown, Christopher Clemente, Joseph Conte, Ray Gilley, Alex Martins, Beverly Seay, John Sprouls, David Walsh, and William Yeargin. Trustee Keith Koons attended the meeting in person.

**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 requested certification for a new Direct Support Organization for Limbitless Solutions, Inc. He asked for the deletion of Article II, Item 3, from the Amended and Restated Bylaws of Limbitless Solutions, Inc.

Marchena presented the following item for board approval as amended.

- BOT-1 Certification of Limbitless Solutions, Inc., as a Direct Support Organization—A motion was made and unanimously passed by the board approving the certification of Limbitless Solutions, Inc. as a Direct Support Organization of the University of Central Florida.

Marchena called on Cole who reported on the Resolution for Exclusion of Certain Trustees or Officers of the University of Central Florida. Trustee Seay indicated that she has security clearances with the Department of Defense.

Marchena presented the following item for board approval.

- BOT-2 Resolution for Exclusion of Certain Trustees or Officers of the University of Central Florida—A motion was made and unanimously passed by the board approving the Resolution for Exclusion of Certain Trustees or Officers of the University of Central Florida.

Marchena called on William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, who provided an update on the Lake Nona Incubator Lease Agreement.

Marchena presented the following item for board approval.

- FF-1 Lake Nona Incubator Lease Agreement—A motion was made and unanimously passed by the board approving the lease agreement between the University of Central Florida and Lake Nona Innovation Center I, LLC, for the development of a life sciences incubator for UCF at Lake Nona.

Marchena called on Maureen Binder, Associate Vice President and Chief HR Officer, who provided an update on the 2016-19 Performance Incentive Measures and Goals, and the 2016-19 Performance Unit Plan Awards.

Marchena presented the following items for board approval.

- CL-1 2016-19 Performance Incentive Measures and Goals—A motion was made and unanimously passed by the board approving the 2016-19 Performance Incentive Measures and Goals for the president and senior officers.
- CL-2 2016-19 Performance Unit Plan Awards—A motion was made and unanimously passed by the board approving the 2016-19 Performance Unit Plan Awards.

Marchena called on Schell who confirmed that the next board meeting is Friday, January 13, 2017.

**ADJOURNMENT**

Marchena adjourned the board meeting at 8:24 a.m.

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

John C. Hitt  
Corporate Secretary

**ITEM: INFO-1**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Overview of the UCF Budget Process

**DATE:** January 13, 2017

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For information only.

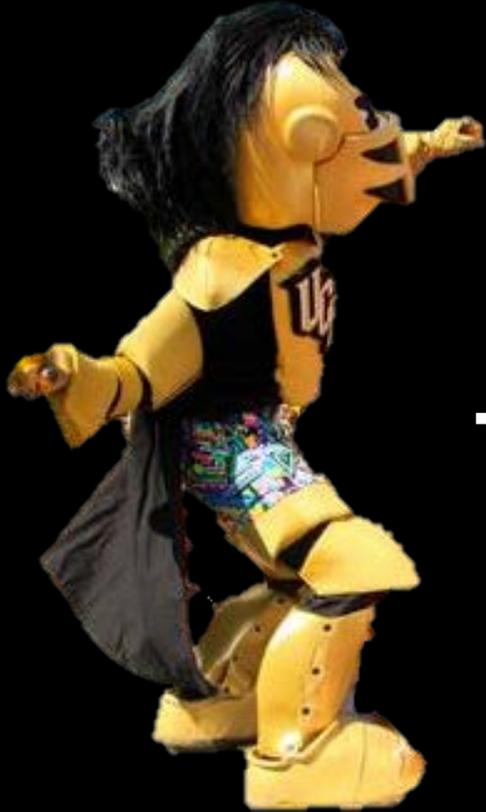
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**Supporting documentation:** Attachment A: UCF Budget Process Presentation

**Prepared by:** Tracy Clark, Associate Provost for Budget, Planning, and Administration  
and Associate Vice President for Finance

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

Attachment A



# The University Budget

Board of Trustees meeting

January 2017

# Topics

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- Budget Development Process
- Operating Budgets
- Capital Budgets



# University Operating Budget

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The Operating Budget consists of the following areas:

- Educational & General – University, College of Medicine
- Auxiliary Enterprises
- Sponsored Research
- Student Financial Aid
- Student Activities
- Technology Fee
- Concessions
- DSO Budgets

# Development of the University Budget

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- July – Jan      UCF, a group of less than six universities, or the SUS submit budget requests (LBRs) to the Board of Governors (BOG).
- Sept – Oct      BOG selects SUS and university(s) specific LBRs to submit to the Governor.
- Jan              Governor publishes his budget recommendation.
- Feb – May      University budget process:
- Auxiliary budgets are developed by its director, limited to their expected revenue and carryover resources;
  - Research, Financial Aid, Student Activities, and Technology Fee budgets are developed by the Office of Research, Office of Student Financial Assistance, Student Government and Information Technology & Resources, respectively; and
  - DSOs budgets are developed by staff and approved by DSO Board of Directors.

# Development of the University Budget

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- Mar - May** E&G Budget developed. Tuition budget based on IKM projections. State Appropriations Budget based on appropriations bill (pending Governor approval).
- Mar - May** University Budget Committee recommends budget allocations based on strategic priorities and funding availability at the central level.
- Apr - May** All of the above are reviewed and consolidated by the Office of Budget, Planning and Administration, and presented to the University Board of Trustees for approval.
- June** Governor approves appropriations bill.
- July** New year begins.

# 2016-17 BOT Approved Operating Budget

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	<u>Budget (in millions)</u>	<u>Percent of Total</u>
Educational & General (E&G)	\$602.7	34.9%
College of Medicine (E&G)	41.7	2.4%
Auxiliary Enterprises	252.0	14.6%
Sponsored Research	160.7	9.3%
Student Financial Aid	513.2	29.7%
Student Activities	23.7	1.4%
Technology Fee	9.1	0.5%
Concessions	0.7	0.0%
DSO Budgets	122.7	7.1%
	<u>\$1,726.5</u>	<u>100.0%</u>

# 2016-17 E and G Budget by Division

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Division	Budget (in millions)	Percent of Total
Colleges and Provost Operations	\$332.1	55.1%
Research and Graduate Studies	47.1	7.8%
SDES	59.0	9.8%
Information Technology	40.8	6.8%
Administration & Finance	84.9	14.1%
President's Division	12.7	2.1%
Communications and Marketing	6.2	1.0%
University Relations	2.2	0.4%
Central Reserves	17.7	2.9%
Total	\$602.7	100.0%

# 2016-17 Auxiliary Budget

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<u>Area</u>	<u>Budget (in millions)</u>
Housing	\$28.9
Parking	18.6
Student Health Services	23.4
Business Services	20.5
Computer Store, Telecom	33.4
Academic Support – Colleges	21.6
Academic Support – Other	25.6
Continuing Ed, EDC	13.2
Material, Supply & Equip Fees	5.7
Energy Management and Sustainability	18.9
Other Auxiliaries	42.2
Total	<u>\$252.0</u>

# DSO Operating Budgets

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	<b>Budget (in millions)</b>
UCF Foundation	\$21.4
UCF Research Foundation	7.7
UCF Athletics Association	47.5
UCF Convocation Corporation	30.1
UCF Stadium Corporation	4.0
UCF Finance Corporation	3.9
UCF Health	8.1
	<u>\$122.7</u>

# Capital Budget

# Capital Budget

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- Costs to plan, construct, and furnish buildings
- Costs for infrastructure, such as utilities and telecommunications

# Capital Budget Funding Sources

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## Public Education Capital Outlay (PECO)

- Appropriated by the state for buildings with an academic purpose
- Funded by the gross receipt tax paid on utilities

## Student fees

- Includes capital improvement and building fees
- Used to construct facilities approved by students, such as Recreation and Wellness Center and Student Union

# Capital Budget Funding Sources

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## Bond proceeds (debt)

- Parking, Housing, Student Health, and the Bookstore have issued in the past
- Area issuing the debt is responsible for annual principal and interest payments

## Donations

## Internal Funding



**ITEM: AUD-1**

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

**SUBJECT:** UCF Audit and Compliance Committee Charter

**DATE:** December 14, 2016

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**PROPOSED COMMITTEE ACTION**

Approve UCF Audit and Compliance Committee Charter.

**BACKGROUND INFORMATION**

One of the functions of the Audit, Operations Review, Compliance, and Ethics Committee is to review the committee's charter annually and make revisions as needed. These revisions represent a significant rewriting of the committee's charter to account for enhancements in the internal audit function, development of the compliance, ethics, and risk program, and the new Board of Governor Regulations 4.002 and 4.003. In addition, a change to the committee's name is proposed and included in the charter.

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**Supporting documentation:** Attachment A: UCF Audit and Compliance Committee Charter

**Prepared by:** Rhonda L. Bishop, Chief Compliance and Ethics Officer and Robert Taft, Chief Audit Executive

**Submitted by:** Rhonda L. Bishop, Chief Compliance and Ethics Officer and Robert Taft, Chief Audit Executive

Attachment A

**UCF Audit and Compliance Committee Charter**

**1. Purpose**

The Audit and Compliance Committee (“Committee”) is appointed by the University of Central Florida Board of Trustees (“Board”) and assists the Board in discharging its oversight responsibilities. The committee oversees the following for the University of Central Florida (“University”) and its direct support organizations (“DSO”):

- internal control structure,
- independence and performance of internal and external audits and corrective actions plans,
- integrity of information technology infrastructure and data governance,
- independence and effectiveness of the compliance and ethics program,
- compliance with applicable laws and regulations,
- standards for ethical conduct,
- risk mitigation,
- and internal investigation processes.

**2. Membership**

The Committee will consist of at least three members of the Board of Trustees.

Members will be independent and objective in the discharge of their responsibilities and free of any financial, family, or other material personal relationship that would impair their independence from management and the University.

The Chair of the Board will appoint the chair, vice chair, and additional members of the Committee. Members will serve on the Committee until their departure from the Board, resignation, or replacement by the Chair of the Board.

**3. Experience and Education**

Members of the Committee should have professional experience and expertise in at least one of the following fields: post-secondary education, non-profit administration, law, banking, insurance and financial services, finance, accounting, financial reporting, auditing, risk management, or information technology.

As requested, the University and outside resources, as directed by the committee, may provide the Committee with educational resources relating to the Committee in maintaining and enhancing an appropriate level of financial and compliance literacy.

**4. Meetings**

The Committee will meet as needed to address matters on its agenda, but not less frequently than three times each year.

A majority of the members of the Committee will constitute a quorum for the transaction of business.

Meeting agendas will be prepared jointly by the Committee chair, the chief audit executive, and the chief compliance and ethics officer taking into account recommendations from Committee members. Meeting agendas and appropriate briefing materials will be provided in advance to Committee members.

The Committee will maintain written minutes of its meetings.

The Committee may ask members of management or other individuals to provide pertinent information as necessary. In addition, the Committee may request special reports from University or DSO management on topics that may enhance its understanding of its activities and operations.

In addition to scheduled meetings of the full Committee, the Committee chair will meet with the chief audit executive and chief compliance and ethics officer on a regular basis or as needed.

The Committee is subject to Florida's Government in the Sunshine Law, as set forth in Chapter 286, Florida Statutes. The Sunshine Law extends to all discussions and deliberations as well as any formal action taken by the Committee.

## **5. Authority**

The Board authorizes the Committee to:

- Perform activities within the scope of its charter.
- Have unrestricted access to management, faculty, and employees of the University and its DSOs, as well as to all their books, records, and facilities.
- Study or investigate any matter related to audit, compliance, or related concerns such as potential fraud or conflicts of interest that the Committee deems appropriate.
- Engage independent counsel and other advisers as it deems necessary to discharge its duties.
- Provide oversight and direction of the internal auditing function, of external auditors, and of engagements with state auditors.
- Provide oversight and direction of the institutional compliance, ethics, and risk program, and be knowledgeable of the program with respect to its implementation and effectiveness.
- Perform other duties as assigned by the Board.

## **6. Roles and responsibilities**

With regard to each topic listed below, the Committee will:

**A. Internal Controls and Financial Statements**

- Evaluate the overall effectiveness of the internal control framework by reviewing audit reports and open audit issue status updates and investigation memorandum to determine if recommendations made by the internal and external auditors have been implemented by management.
- Make inquiries of management and the external auditors concerning the effectiveness of the University's system of internal controls.
- Determine whether the external auditors are satisfied with the disclosure and content of the financial statements, including the nature and extent of any significant changes in accounting principles.
- Review management's written responses to significant findings and recommendations of the auditors, including the timetable to correct weaknesses in the internal control system.
- Review the adequacy of accounting, management, and financial processes of the University and its DSOs.
- Review the financial reporting process implemented by management of the University and its DSOs.
- Review University and DSO management processes for ensuring the transparency of the financial statements and the completeness and clarity of the disclosures.

**B. External Audit**

- Receive and review audits by the State of Florida Auditor General.
- Receive and review audits of the direct support organizations and component units.
- Review and contract with external auditors for special audits or reviews related to the University's affairs and report the results of any such special projects to the Board.

**C. Internal Audit**

- Review the independence, qualifications, activities, performance, resources, and structure of the internal audit function and ensure no unjustified restrictions or limitations are made.
- Review the effectiveness of the internal audit function and ensure that it has appropriate standing within the University.
- Ensure that significant findings and recommendations made by the internal auditors and management's proposed response are received, discussed, and appropriately dispositioned.

- Review the proposed internal audit plan for the coming year or the multi-year plan and ensure that it addresses key areas of risk based on risk assessment procedures performed by Audit in consultation with management and the Committee.
- Obtain reports or notification concerning financial fraud resulting in losses in excess of \$10,000 or involving a member of senior management.

**D. Data Integrity**

- Review the adequacy of the university's information technology management methodology with regards to internal controls, including applications, systems, and infrastructure.
- Review the adequacy of the university's data management policies and procedures to ensure data security and data integrity in institutional reporting.

**E. Compliance and Ethics Program**

- Review and approve the Compliance Program Plan and any subsequent changes.
- Review the independence, qualifications, activities, resources, and structure of the compliance and ethics function and ensure no unjustified restrictions or limitations are made.
- Review the effectiveness of the compliance and ethics program in preventing or detecting noncompliance, unethical behavior, and criminal misconduct and ensure that it has appropriate standing and visibility across the University.
- Ensure that significant findings and recommendations made by the chief compliance and ethics officer are received, discussed, and appropriately dispositioned.
- Ensure that procedures for reporting misconduct, or ethical and criminal violations are well publicized and administered and include a mechanism that allows for anonymity or confidentiality, whereby members of the university community may report or seek guidance without the fear of retaliation.
- Review the effectiveness of the system for monitoring compliance with laws and regulations and management's investigation and follow-up (including disciplinary action) of any wrongful acts or non-compliance.
- Review the proposed compliance and ethics work plan for the coming year and ensure that it addresses key areas of risk and includes elements of an effective program as defined by Chapter 8 of the Federal Sentencing Guidelines.
- Obtain regular updates from the chief compliance and ethics officer regarding compliance and ethics matters that may have a material impact on the organization's financial statements or compliance policies.
- Review the findings of any examinations or investigations by regulatory bodies.

- Review the University and DSO conflict of interest policies to ensure that: 1) the term "conflict of interest" is clearly defined, 2) guidelines are comprehensive, 3) annual signoff is required, and 4) potential conflicts are adequately resolved and documented.

#### **G. Reporting Responsibilities**

- Regularly update the Board about its activities and make appropriate recommendations.
- Ensure the Board is aware of matters that may cause significant financial, legal, reputational, or operational impact to the University or its DSOs.
- Receive a summary of findings from completed internal and external audits and the status of implementing related recommendations.
- Receive a summary of findings from completed reports related to the compliance, ethics, or risk programs.

#### **H. Evaluating Performance**

- Evaluate the Committee's own performance, both of individual members and collectively, on a periodic basis and communicate the results of this evaluation to the Board.
- Review the Committee's charter annually and update as necessary.
- Ensure that any changes to the charter are discussed with the Board and reapproved.

**ITEM: AUD-2**

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

**SUBJECT:** Revision of Internal Audit Charter

**DATE:** December 14, 2016

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**PROPOSED COMMITTEE 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 October 2015.

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

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

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

Attachment B  
**DRAFT**

**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. University Audit will escalate and report the results of this work to appropriate internal and external parties including the president and board of trustees.

The mission of the office is to serve the university by recommending actions to assist them in achieving its strategic and operational objectives. This assistance includes providing recommendations to management of activities designed and implemented by management to strengthen internal controls, reduce risk to and waste of 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 in accordance with UCF Board of Trustee and Florida Board of Governors guidelines and regulations.

***B. Definition and Role of Internal Auditing***

According to the Institute of Internal Auditors (IIA):

"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." Under the IIA "Three Lines of Defense" model, Internal Audit serves as "the third line of defense" as noted below:

The first line of defense is provided by front line staff and operational management. The systems, internal controls, the control environment and culture developed and implemented by these business units is crucial in anticipating and managing operational risks.

The second line of defense is provided by the risk management and compliance functions. These functions provide the oversight and the tools, systems and advice necessary to support the first line in identifying, managing, and monitoring risks.

The third line of defense is provided by the internal audit function. This function provides a level of independent assurance that the risk management and internal control framework is working as designed.

### ***C. Reporting Structure and Independence***

University Audit reports administratively to the president and the vice president and executive chief of staff, and functionally to the Audit and Compliance Committee of the Board of Trustees. This reporting structure promotes independence and full consideration of appropriate responses to audit recommendations and implementation of 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 its independence in accordance with serving as the “third line of defense” 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 audit staff during the course of audit work in providing requested documentation or clarification of university processes and practices.

***D. Authority***

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

University Audit has unrestricted and timely 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 the Florida Sunshine Law and public record requests.

University Audit will notify the chair of the board of trustee's Audit and Compliance Committee or the president as appropriate, of any unresolved restriction, barrier or limitation to obtaining necessary information to perform their duties. If the university is not able to remedy such limitations, the chief audit executive shall timely notify the Board of Governors (through the OIGC) of any such restriction, barrier or limitation.

***E. Duties and Responsibilities***

University Audit performs three types of projects:

- Perform audits and reviews according to the risk-based annual plan, which is submitted to the president and the Audit and Compliance Committee. 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.

- 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 in areas such as fraud awareness, risk management, internal controls and other related subject matter.
  
- Investigations are independent evaluations of allegations generally focused on improper activities including misuse of university resources, fraud, financial irregularities, and academic integrity concerns along with 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. In addition, as noted in Florida Board of Governors Regulation 4.002 State University Chief Audit Executives, University Audit is responsible to review statutory whistle-blower information and coordinate all activities of the university as required by the Florida Whistle-blower's Act.

When performing any of these activities, University Audit will focus on:

- a) Evaluating the economy, efficiency and effectiveness in the administration of university programs and operations
  
- b) Recommending adjustments to existing internal controls to enhance the prevention and detection of fraud and abuse within university programs and operations

- c) Examine the validity of significant and credible allegations relating to waste, fraud or financial mismanagement as provided in Board of Governors Regulation 4.001

Audits will be scheduled and performed according to the risk-based annual plan, which is submitted to the president, the Audit and Compliance Committee and the Florida Board of Governors. 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 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 relevant federal, state and local 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:

- use existing or request additional funds to maintain a professional staff with sufficient size, knowledge, skills, experience, and professional certifications along with obtaining appropriate technology that increases the department's capabilities, productivity and efficiency ,
- use third-party resources (i.e. co-sourcing) as appropriate to supplement the department's efforts and
- establish a quality assurance improvement program of internal auditing for the office of chief audit executive and the department as a whole. This program must include an

external assessment conducted at least once every five (5) years. The external assessment report and any related improvement plans shall be presented to the board of trustees, with a copy provided to the Florida Board of Governors.

- prepare an annual report summarizing the activities of the department for the preceding fiscal year, the office's plans and resource requirements, including significant changes, and the impact of resource limitations for distribution to the president, board of trustees and Florida Board of Governors.
- report on a routine basis (through written or verbal means) to the Audit and Compliance Committee and/or the full board of trustees on matters including significant risk exposures, control issues, fraud risks, governance issues and other matters as requests by the president and/or the board of trustees.

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. In addition, this charter will be reviewed and approved at least every three (3) years for consistency with applicable Florida Board of Governors and university regulations, professional standards, and industry best practices.

***Approved by the UCF Board of Trustees Audit and Compliance Committee TBD.***

**ITEM: AUD-3**

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

**SUBJECT:** Board of Governors' Performance-based Funding Data Integrity Certification Audit Report

**DATE:** December 14, 2016

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**PROPOSED COMMITTEE ACTION**

Accept University Audit's report on the Board of Governors Performance-based Funding Data Integrity Certification Process

**BACKGROUND INFORMATION**

As an annual requirement, University Audit has performed an audit of UCF's processes to ensure the completeness, accuracy, and timeliness of data submissions relating to Board of Governors' performance funding metrics.

The results of this audit are to be accepted by the committee including any identified corrective action plans. After acceptance by the committee, the report shall be submitted to the Board of Governors' Office of Inspector General and Director of Compliance no later than March 15, 2017.

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**Supporting documentation:** Attachment C: Board of Governors' Performance-based Funding Data Integrity Certification Process Audit Report

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

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

Attachment C

UNIVERSITY AUDIT

AUDIT 338

NOVEMBER 14, 2016

PERFORMANCE BASED  
FUNDING  
DATA INTEGRITY

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AUDIT OF INTERNAL CONTROLS AND COMPLIANCE  
AS OF SEPTEMBER 30, 2016



UNIVERSITY OF CENTRAL FLORIDA

This work product was prepared in accordance with the International Standards for the Professional Practice of Internal Auditing, as published by the Institute of Internal Auditors, Inc.



University Audit

*MEMORANDUM*

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TO: John C. Hitt  
President

FROM: Robert J. Taft  
Chief Audit Executive

DATE: November 14, 2016

SUBJECT: Audit of Performance Based Funding Data Integrity

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The enclosed report represents the results of our performance based funding data integrity audit.

We appreciate the cooperation and assistance of the Institutional Knowledge Management staff.

cc: Dale Whittaker  
M. Paige Borden  
Linda Sullivan  
Joel Hartman  
Board of Trustees Audit, Operations Review, Compliance, and Ethics Committee  
Rick Schell

### Background and Performance Objectives

Beginning in 2013-14, the Florida Board of Governors (BOG) implemented a performance based funding model which utilizes 10 performance metrics to evaluate the institutions on a range of issues, including graduation rates, job placement, cost per degree, and retention rates. According to information published by the BOG in May 2014, the following are key components of the funding model.

- For each metric, institutions are evaluated on either Excellence (a raw score) or Improvement (the percentage change from the prior year).
- Performance is based on data from one academic year.
- The benchmarks for Excellence are based on the BOG 2025 System Strategic Plan goals and analysis of relevant data trends, whereas the benchmarks for Improvement are determined by the BOG after reviewing data trends for each metric.
- The Florida Legislature and Governor determine the amount of new state funding and a proportional amount of institutional funding that would come from each university's recurring state base appropriation.

For 2016-17 funding, each university was evaluated on seven metrics common to all universities. The eighth metric applied to all institutions except New College, which had an alternate metric more appropriate to its mission. The ninth metric was chosen by the BOG, focusing on areas of improvement and the distinct missions of each university. The tenth metric was chosen by each university's Board of Trustees from the remaining metrics in the University Work Plan. UCF's metrics were:

1. percent of bachelor's graduates employed full-time (with a salary greater than \$25,000) or continuing their education within the U.S. one year after graduation
2. median wages of bachelor's graduates employed full-time in Florida one year after graduation
3. average cost per bachelor's degree (instructional costs to UCF, not tuition costs to students)
4. six-year graduate rate (full-time and part-time, first time in college students)
5. academic progress rate (second year retention with a GPA greater than 2.0)
6. university access rate (percent of fall undergraduates with a Pell-grant)
7. bachelor's degrees awarded within programs of strategic emphasis
8. graduate degrees awarded within programs of strategic emphasis
9. percent of bachelor's degrees without excess hours
10. number of bachelor's degrees awarded annually

### Audit Objectives and Scope

At the request of the Florida Board of Governors, we have conducted an audit of the university's processes to ensure the completeness, accuracy, and timeliness of data submissions to the BOG and testing of underlying data that support performance funding metrics. Data submitted to the BOG and the methods and controls applied by university management necessary to ensure the integrity of the process were subject to several key audit procedures.

Specifically, the objectives of the audit were to review and test:

- the appointment of the data administrator by the university president and the duties listed in the data administrator's official position description
- the processes used by the data administrator to ensure the completeness, accuracy, and timely submission of data to the BOG
- documentation, including policies, procedures, and desk manuals, to assess whether they are adequate to ensure integrity of the university's data submissions to the BOG
- system access controls and user privileges to determine whether they are properly assigned and periodically reviewed to ensure data changes are made by authorized personnel
- data accuracy through independently recreating and verifying the completeness and accuracy of selected file submissions
- the veracity of the university data administrator's data submission statements that indicate, "Ready to submit: Pressing **Submit for Approval** represents electronic certification of this data per Board of Governors Regulation 3.007"
- the consistency of data submissions with the data definitions and guidance provided by the BOG through the data committee and communication at data workshops
- the university data administrator's data resubmissions to the BOG with a view toward ensuring these resubmissions are necessary, authorized, and appropriately limited

Our approach is to audit files related to four of the 10 measures each year so that all measures are tested twice within a five-year cycle. This year's testing including data files related to:

- percentage of bachelor's graduates enrolled or employed within the U.S. one year after graduation
- median wage of bachelor's graduates employed full-time in Florida one-year after graduation
- cost of bachelor's degrees
- bachelor's degrees awarded annually

### Overview of Results

Based on our audit, we have concluded that UCF's controls and processes are adequate to ensure the accuracy and completeness of data submitted to the BOG in support of performance based funding.

Further, we believe that our audit can be relied upon by the UCF Board of Trustees and president as a basis for certifying the representations made to the BOG related to the integrity of data required for the BOG performance based funding model.

**ITEM: AUD-4**

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

**SUBJECT:** Performance-based Funding Data Integrity Certification Form

**DATE:** December 14, 2016

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**PROPOSED COMMITTEE ACTION**

Approval for submission of the Performance-based Funding Data Integrity Certification Form to the Board of Governors

**BACKGROUND INFORMATION**

As an annual requirement, UCF is required to complete a Performance-based Data Integrity Certification Form affirming the results of the completed audit report (AUDC-3) and that all representations included in the Performance Data Integrity Certification Form have been fulfilled.

This document is to be approved by the committee for subsequent signature by the university president and the UCF Board of Trustees Chair. After signature, it is to be submitted to the Board of Governors' Office of Inspector General and Director of Compliance no later than March 15, 2017.

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**Supporting documentation:** Attachment D: Board of Governors' Performance-based Funding Data Integrity Certification Form

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

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

## Attachment D



STATE  
UNIVERSITY  
SYSTEM  
of FLORIDA  
Board of Governors

## Performance Based Funding

### March 2017 Data Integrity Certification

Name of University: University of Central Florida

**INSTRUCTIONS:** Please respond “Yes” or “No” for each representation below. Explain any “No” responses to ensure clarity of the representation you are making to the Board of Governors. Modify representations to reflect any noted audit findings.

Performance Based Funding Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
1. I am responsible for establishing and maintaining, and have established and maintained, effective internal controls and monitoring over my university’s collection and reporting of data submitted to the Board of Governors Office which will be used by the Board of Governors in Performance Based Funding decision-making.	<input type="checkbox"/>	<input type="checkbox"/>	
2. These internal controls and monitoring activities include, but are not limited to, reliable processes, controls, and procedures designed to ensure that data required in reports filed with my Board of Trustees and the Board of Governors are recorded, processed, summarized, and reported in a manner which ensures its accuracy and completeness.	<input type="checkbox"/>	<input type="checkbox"/>	
3. In accordance with Board of Governors Regulation 1.001(3), my Board of Trustees has required that I maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.	<input type="checkbox"/>	<input type="checkbox"/>	
4. In accordance with Board of Governors Regulation 3.007, my university shall provide accurate data to the Board of Governors Office.	<input type="checkbox"/>	<input type="checkbox"/>	
5. In accordance with Board of Governors Regulation 3.007, I have appointed a Data Administrator to certify and manage the submission of data to the Board of Governors Office.	<input type="checkbox"/>	<input type="checkbox"/>	

## Performance Based Funding Data Integrity Certification

Performance Based Funding Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
6. In accordance with Board of Governors Regulation 3.007, I have tasked my Data Administrator to ensure the data file (prior to submission) is consistent with the criteria established by the Board of Governors Data Committee. The due diligence includes performing tests on the file using applications/processes provided by the Board of Governors Information Resource Management (IRM) office.	<input type="checkbox"/>	<input type="checkbox"/>	
7. When critical errors have been identified, through the processes identified in item #6, a written explanation of the critical errors was included with the file submission.	<input type="checkbox"/>	<input type="checkbox"/>	
8. In accordance with Board of Governors Regulation 3.007, my Data Administrator has submitted data files to the Board of Governors Office in accordance with the specified schedule.	<input type="checkbox"/>	<input type="checkbox"/>	
9. In accordance with Board of Governors Regulation 3.007, my Data Administrator electronically certifies data submissions in the State University Data System by acknowledging the following statement, "Ready to submit: Pressing <b>Submit for Approval</b> represents electronic certification of this data per Board of Governors Regulation 3.007."	<input type="checkbox"/>	<input type="checkbox"/>	
10. I am responsible for taking timely and appropriate preventive / corrective actions for deficiencies noted through reviews, audits, and investigations.	<input type="checkbox"/>	<input type="checkbox"/>	
11. I recognize that the Board's Performance Based Funding initiative will drive university policy on a wide range of university operations - from admissions through graduation. I certify that university policy changes and decisions impacting this initiative have been made to bring the university's operations and practices in line with State University System Strategic Plan goals and have not been made for the purposes of artificially inflating performance metrics.	<input type="checkbox"/>	<input type="checkbox"/>	

## Performance Based Funding Data Integrity Certification

Performance Based Funding Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
<p>I certify that all information provided as part of the Board of Governors Performance Based Funding Data Integrity Certification is true and correct to the best of my knowledge; and I understand that any unsubstantiated, false, misleading, or withheld information relating to these statements render this certification void. My signature below acknowledges that I have read and understand these statements. I certify that this information will be reported to the board of trustees and the Board of Governors.</p> <p>Certification: _____ Date _____                      President</p>			
<p>I certify that this Board of Governors Performance Based Funding Data Integrity Certification has been approved by the university board of trustees and is true and correct to the best of my knowledge.</p> <p>Certification: _____ Date _____                      Board of Trustees Chair</p>			

**ITEM: AUD-5**

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

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

**DATE:** December 14, 2016

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**PROPOSED COMMITTEE ACTION**

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

**BACKGROUND INFORMATION**

The University 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. The charter was revised to include the requirements of the new Board of Governors Regulation 4.003 State University System Compliance and Ethics Programs.

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**Supporting documentation:** Attachment E: 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 E

## UNIVERSITY COMPLIANCE, ETHICS, AND RISK CHARTER

### **Purpose and Mission**

University Compliance, Ethics, and Risk 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 and Board of Governors Regulation 4.003. These guidelines and regulation set forth the requirements of an effective compliance and ethics program 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**

University Compliance, Ethics, and Risk reports administratively to the president and the vice president and executive chief of staff, and functionally to the Audit and Compliance 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 and timely 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.

The chief compliance and ethics officer will notify the president and request remediation of any unresolved restriction or barrier imposed by any individual on the scope of any inquiry, or the failure to provide access to necessary information or people for the purposes of such inquiry. If unresolved by the president or if the inappropriate restriction is imposed by the president, the chief compliance and ethics officer will notify the chair of the Audit and Compliance Committee of the Board of Trustees. If not resolved, the chief compliance and ethics officer will notify the Board of Governors through the Office of the Inspector General and Director of

Compliance.

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 as required by Chapter 8 of the Federal Sentencing Guidelines and Board of Governors Regulation 4.003. The University Compliance, Ethics, and Risk Program (Program) will be reasonably designed to optimize its effectiveness in preventing or detecting noncompliance, unethical behavior, and criminal conduct. The Program's design supports mitigation of risks to the university and its employees and provides safe harbor in the event of misconduct or noncompliance. The following 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, Investigations, 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
9. Oversight and Coordination of External Inquiries into Compliance with Federal and State Laws and Take Appropriate Steps to Ensure Safe Harbor

The chief compliance and ethics officer and staff will:

- Develop a Program plan based on the requirements for an effective program. The Program plan and subsequent changes will be provided to the board of trustees for approval. A copy of the approved plan will be provided to the board of governors.
- Provide training to university employees and Board of Trustees' members regarding their responsibility and accountability for ethical conduct and compliance with applicable laws, regulations, rules, policies, and procedures. The Program plan will specify when and how often this training will occur.
- Obtain an external review of the Program's design and effectiveness at least once every five years. The review and any recommendations for improvement will be provided to

the president and Board of Trustees. The assessment will be approved by the Board of Trustees and a copy provided to the Board of Governors.

- Identify and provide oversight and coordination of compliance partners responsible for compliance and ethics related activities across campus and provide communication, training, and guidance on the Program and compliance and ethics related matters.
- Administer and promote the UCF IntegrityLine, an anonymous mechanism available for individuals to report potential or actual misconduct and violations of university policy, regulations, or law, and ensure that no individual faces retaliation for reporting a potential or actual violation when such report is made in good faith.
- Maintain and communicate the university's policy on reporting misconduct and protection from retaliation and ensure the policy articulates the steps for reporting and escalating matters of alleged misconduct, including criminal conduct, when there are reasonable grounds to believe such conduct has occurred.
- Communicate routinely to the president and the board of trustees regarding Program activities. Annually report on the effectiveness of the Program. Any Program plan revisions, based on the chief compliance and ethics officer's report shall be approved by the Board of Trustees. A copy of the report and revised plan will be provided to the Board of Governors.
- Promote and enforce the Program, in consultation with the president and board of trustees, consistently through appropriate incentives and disciplinary measures to encourage a culture of compliance and ethics. Failures in compliance and ethics will be addressed through appropriate measures, including education or disciplinary action.
- Initiate, conduct, supervise, coordinate, or refer to other appropriate offices such inquiries, investigations, or reviews deemed appropriate in accordance with university regulations and policies, state statutes, and/or federal regulations.
- Make necessary modification to the Program in response to detected non-compliance, unethical behavior, or criminal conduct and take steps to prevent its occurrence.
- Assist the university in its responsibility to use reasonable efforts to exclude within the university and its affiliated organizations individuals whom it knew or should have known through the exercise of due diligence to have engaged in conduct not consistent with an effective Program.
- Coordinate or request compliance activity information or assistance as necessary from any university, federal, state, or local government entity. Oversee and coordinate external inquiries into compliance with federal and state laws and take appropriate

steps to ensure safe harbor in instances of non-compliance.

University Compliance, Ethics, and Risk provides guidance on compliance, ethics, and 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 University Compliance, Ethics, and Risk staff has 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*.

*The University Compliance, Ethics, and Risk Charter will be reviewed at least every three years for consistency with applicable Board of Governors and university regulations, professional standards, and best practices. Subsequent changes will be submitted to the Board of Trustees for approval. A copy of the charter and any subsequent changes will be provided to the Board of Governors.*

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Chief Compliance and Ethics Officer  
University Compliance, Ethics, and Risk

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President

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Chair, Board of Trustees .....

**ITEM: CL-1**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Repeal of University Regulation UCF-10.010 Discipline and Termination for Cause of Faculty and A&P Staff Members of the College of Medicine and Amendments to University Regulation UCF-3.0124 Discipline and Termination for Cause of Non-Unit Faculty and A&P Staff Members, University Regulation UCF-3.036 Grievance Procedure for Non-Unit Faculty Employees, and University Regulation UCF-3.037 Grievance Procedure for Non-Unit A&P Employees

**DATE:** January 13, 2017

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**PROPOSED BOARD ACTION**

Repeal Regulation UCF-10.010 and approve amendments to University of Central Florida Regulations UCF-3.0124, UCF-3.036, and UCF-3.037.

**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.”

The four regulations are being presented together as the changes are interrelated. Regulation UCF-10.010 is being repealed out of concern with having an enumerated standard for termination at the College of Medicine, unlike the rest of the university. The goals of this regulation can be better met through other processes, including revising the employment application and contract documents. Regulations UCF-3.0124, UCF-3.036, and UCF-3.037 are being amended to remove references to UCF-10.010.

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**Supporting documentation:**

- Attachment A: Proposed Amended Regulation UCF-3.0124 (redline)
- Attachment B: Proposed Amended Regulation UCF-3.036 (redline)
- Attachment C: Proposed Amended Regulation UCF-3.037 (redline)
- Attachment D: Proposed Repealed Regulation UCF-10.010

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

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

## Attachment A

### ~~UCF-10.010 Discipline and Termination for Cause of Faculty and A&P Staff Members of the College of Medicine.~~

~~(1) Just cause for termination, suspension, and/or other disciplinary action imposed on a non-unit faculty or an A&P staff member of the College of Medicine shall be defined as incompetence or misconduct, which shall include, but not be limited to, the following:~~

- ~~(a) Employee's breach of or failure to perform any material term of their Employment Agreement, if any, provided that employee may be offered a 30-day period in which to correct the breach;~~
- ~~(b) Employee's professional negligence, incompetence, or misconduct or failure to achieve satisfactory or above on annual performance reviews;~~
- ~~(c) Any action that may materially harm the reputation of the University of Central Florida;~~
- ~~(d) Employee's inability to work with and relate to others, including, but not limited to, students, residents, staff, or colleagues, in a respectful, cooperative and professional manner;~~
- ~~(e) For clinical faculty, the denial, suspension, termination, restriction, non-renewal, or voluntary relinquishment of employee's license to practice medicine in the state of Florida, board certifications, or membership in good standing or clinical privileges on the Medical Staff of any institution at which employee practices as a University of Central Florida employee, including but not limited to the UCF Health Medical Staff and any University of Central Florida College of Medicine facilities;~~
- ~~(f) For clinical faculty, the failure or inability to render clinical services in a competent, professional, safe and ethical manner, in accordance with prevailing standards of medical care and practice, and all applicable statutes, regulations, rules, orders and directives of applicable governmental and regulatory bodies;~~
- ~~(g) Employee's conviction of a criminal offense related to the delivery of an item or service under subchapter XVIII of the Social Security Act or under any State health care program; conviction, under Federal or State law, of a criminal~~

## Attachment A

~~offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; conviction for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program operated or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct; conviction for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;~~

- ~~(h) — Employee's death;~~
- ~~(i) — Neglect of duty or responsibilities which impairs teaching, research, or other normal and expected services to the University;~~
- ~~(j) — Willful violation of a rule or regulation of the University;~~
- ~~(k) — Failure to discharge assigned duties;~~
- ~~(l) — Violation of the ethics of the academic or medical profession;~~
- ~~(m) — Failure to return from an approved leave;~~
- ~~(n) — Failure to maintain any professional licensures or clinical privileges necessary to perform assigned duties;~~
- ~~(o) — Threatening or abusive language or conduct;~~
- ~~(p) — Sexual harassment;~~
- ~~(q) — Falsification of records;~~
- ~~(r) — Unauthorized use of state property, equipment or personnel;~~
- ~~(s) — Unlawful possession, sale, or distribution of alcoholic beverages or nonprescribed drugs;~~
- ~~(t) — Possession of unauthorized weapons and/or firearms on university property.~~

~~(2) Termination and Suspension; Other Disciplinary Actions; Procedures. The appointment of a faculty or A&P staff member in the College of Medicine may be terminated or suspended during its term for just cause as defined above. Additionally, other forms of disciplinary~~

## Attachment A

~~action may be issued to faculty or A&P staff members in the College of Medicine for just cause. The procedures applicable to any such disciplinary actions are set forth in University Regulation UCF 3.0124.~~

~~*Authority: BOG Regulation 1.001. History New 5-2-16.*~~

## Attachment B

### UCF-3.0124 Discipline and Termination for Cause of Non-Unit Faculty and A&P Staff Members.

(1) Just cause shall be defined as:

- (a) Incompetence; or
- (b) Misconduct.

~~(2) Just cause for faculty and A&P staff members of the College of Medicine is defined as set forth in University Regulation UCF-10.010.~~

~~(23)~~ Termination and Suspension.

- (a) The appointment of a non-unit faculty or an A&P staff member may be terminated or suspended during its term for just cause. The employee shall be given a written predetermination notice of a proposed termination or suspension by the president or his designee. The notice shall state the reasons for the proposed termination or suspension. The predetermination notice shall provide the opportunity for a predetermination conference regarding the proposed action, if requested in writing within five business days of receipt of the predetermination notice. The predetermination conference shall be informal in nature and shall allow the employee an opportunity to present any information or records regarding the proposed action.

- (b) A written final notice shall be issued to notify the employee of the University's final decision regarding the proposed action. Any termination or suspension imposed under this subsection shall take effect as set forth in the final notice issued by the President or designee. An employee who is terminated or suspended under this subsection may grieve such action as set forth in University Regulations UCF-3.036 (non-unit faculty) or UCF-3.037 (non-unit A&P).

~~(34)~~ Leave Pending a Predetermination Conference. Notwithstanding the provisions of paragraph (3)(a) above, the President or his designee may immediately place an employee on administrative leave when the president or designee has reason to believe that the employee's presence on the job would: adversely affect the functioning of the university; or jeopardize the safety or welfare of any employee, colleague, student or patient. An involuntary administrative leave under this subsection may be with or without pay. As soon as practicable after placing an employee on leave under this provision, the president or president's designee shall serve written notice upon the employee, including a statement

## Attachment B

of the reasons for any action taken. Either concurrent with or subsequent to that notice the University shall issue a predetermination notice regarding proposed disciplinary action in accordance with Section (3) above. If the employee has been placed on leave without pay under this subsection and ultimately prevails in the predetermination procedure, the employee shall be reinstated with back pay.

(45) Other Disciplinary Action. The president or designee retains the right to impose disciplinary action other than termination or suspension for just cause. Disciplinary actions include, but are not limited to, written reprimand, demotion, payment of fines, loss of future salary increases, or reassignment. The employee shall be given written notice of any disciplinary action other than termination or suspension, which notice shall state the reasons for the disciplinary action. Any disciplinary action taken under this section shall be subject to the grievance procedure found in University Regulations UCF-3.036 or UCF-3.037, as applicable. Counseling shall not be considered disciplinary action under this section.

(56) Notification. Whenever notice is provided to be given under this Regulation, the notice shall be personally delivered to the employee or mailed by certified mail to the employee's address of record with the university. The deposit of such notice in the U.S. Mail satisfies the requirement of notification and constitutes delivery of such notice. The University also may, but is not required to, provide notice to the employee by electronic mail to the employee's University-assigned electronic mail address.

*Authority: BOG Regulation 1.001. History—New 4-30-81, Amended 12-27-83, Formerly 6C7-3.124, Amended 3-16-03; Formerly 6C7-3.0124, Amended 6-22-09, 4-20-10, 5-2-16, \_\_\_\_\_-16.*

## Attachment C

### **UCF-3.036 Grievance Procedure for Non-Unit Faculty Employees.**

- (1) The purpose of this procedure is to promote prompt and efficient investigation and resolution of grievances filed by non-unit faculty employees of the University.
  - (a) All problems and concerns should be resolved, whenever possible, before the filing of a grievance, and open communication is encouraged so that a formal grievance will not be necessary. Informal resolution of grievances is encouraged, and may be continued throughout the grievance process.
  - (b) The burden of proof shall be on the University in a grievance alleging violation of any University Regulation requiring that the University have just cause to discipline the grieving employee (see University Regulations UCF-3.0124 ~~and UCF 10.010~~). In all other grievances, the burden of proof shall be on the grievant.
  - (c) An employee who receives written notice of nonrenewal may only grieve the decision because of an alleged violation of a specific University regulation or because of an alleged violation of law.
- (2) **Resort to Other Procedures.** It is the intent of this procedure to provide a complete response to a grievance but not to encourage multiple processing of the same matter. Therefore, if, prior to seeking resolution of a dispute by filing a grievance under this regulation, or while the grievance proceeding is in progress, a grievant seeks resolution of the matter in any other forum, administrative or judicial, the University has no obligation to proceed further with the matter pursuant to this grievance procedure. It is not intended that the grievance procedure be a device for appellate review. The University shall not entertain a grievance based upon the same issue adjudicated in another forum.
- (3) **Time limits.** All time limits contained in this regulation may be extended either upon approval by the Office of Contract Compliance and Administrator Support or by mutual written agreement of the University and the grievant. Upon failure of the University or its representatives to provide a decision within the time limits provided in this regulation or any extension thereof, the grievant may appeal to the next appropriate step. Upon the failure of the grievant or representative to file an appeal within the time limits provided in this regulation or any extension thereof, the grievance shall be deemed to have been resolved at the prior step.

## Attachment C

### (4) Definitions.

- (a) The term “grievance” shall mean a dispute concerning the interpretation or application of a university or State Board of Governors’ regulation or policy, except that an employee shall not have the right to file a grievance under the provisions of this regulation concerning discrimination. The provisions of University Regulation 3.0134 apply to allegations of discrimination, and the employee will be expected to pursue a discrimination grievance under that procedure.
- (b) The term “days” shall mean calendar days. In the event an action falls due on Saturday, Sunday, university holiday, or a day on which the university is administratively closed, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.
- (c) The term “grievant” shall mean a non-unit faculty employee who has been directly affected by an act or omission and who has filed a grievance. The term “grievant” shall not mean a former employee, except that a terminated employee may present a grievance within the time limit set forth below following his or her notice of termination.
- (d) The term “Vice President” shall mean the University of Central Florida Vice President of the division in which the grievant is employed or the President in the case of the President’s Division.
- (e) The term “counsel” shall mean an attorney or lay advisor.

### (5) Step One Procedures.

- (a) If informal resolution is not successful, the grievant may initiate a grievance by filing the form below with the Office of Contract Compliance and Administrator Support.
- (b) A Step One written grievance shall be filed no later than 28 days from the date following the act or omission giving rise to the grievance, or 28 days from the date the grievant acquires knowledge, or could have reasonably been expected to have acquired knowledge, of the act or omission.
- (c) The grievance will be investigated by a Step One Reviewer appointed by the Vice President. If the act or omission on which the grievance is based is

## **Attachment C**

alleged to have been made personally by the grievant's Vice President, the grievance must be initiated at Step Two.

- (d) The Step One Reviewer shall meet with the grievant and the grievant's counsel, and others, as appropriate, in order to fully investigate the grievance. The Office of Contract Compliance and Administrator Support will be available to assist. The Step One Reviewer shall provide a written decision within 42 days after meeting with the grievant.

### Attachment C

#### NON-UNIT FACULTY GRIEVANCE FORM

Deliver to the Office of Contract Compliance and Administrator Support MH 338

This grievance was received on \_\_\_\_\_ (date) by \_\_\_\_\_

and was delivered by (check one)

certified or registered, restricted delivery, return receipt requested mail;

personal delivery

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

DIVISION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CAMPUS AND EMAIL ADDRESS: \_\_\_\_\_

CAMPUS PHONE: \_\_\_\_\_

University Policy or Regulation Violated:

Statement of grievance including date of act(s) or omission(s) complained of:

Remedy Sought:

I will be represented in this grievance by: (check one)

Myself  \* Legal Counsel  Other, specify \_\_\_\_\_.

I understand that this grievance will not be processed if the act(s) or omission(s) complained of herein are, or become, the subject of any other administrative or judicial proceeding.

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

\* Please provide name, phone, and email address for Legal Counsel:

\_\_\_\_\_

## Attachment C

(6) Step Two Procedures.

- (a) A grievant who considers the Step One decision unsatisfactory may seek review of the response by filing the written grievance and decision, along with a written statement of the reason(s) that the grievant believes the response is incorrect, with the Office of Contract Compliance and Administrator Support. This filing must occur within fourteen days after receiving the Step One decision.
- (b) The grievance will be investigated by a Step Two Reviewer appointed by the President or designee.
- (c) The Step Two Reviewer shall meet with the grievant and the grievant's counsel, and others, as appropriate, in order to fully investigate the grievance. The Step Two Reviewer should issue a written decision within 42 days after meeting with the grievant. The Step Two Reviewer's decision shall be final.

(7) Any grievance meeting shall be informal and shall not be in the nature of an evidentiary hearing. While either party may present information, the rules of evidence shall not apply, and discovery, cross-examination, and similar legal procedures are not permissible. The decision of the grievance reviewers must be based on information presented in the grievance process.

(8) Once a grievance is filed, no revisions or additions to the grievance are permitted in later steps.

*Authority: BOG Regulation 1.001. History—New 4-30-81, Amended 12-27-83, Formerly 6C7-3.132, Amended 3-16-03, 10-18-05; Formerly 6C7-3.0132, Amended 8-10-09, 5-2-16, \_\_\_\_\_-17.*

## Attachment D

### **UCF-3.037 Grievance Procedure for Non-Unit A&P Employees.**

(1) The purpose of the grievance procedure is to provide a prompt and efficient procedure for the investigation and resolution of grievances filed by non-unit A&P employees of the University.

- (a) All problems should be resolved, whenever possible, before the filing of a grievance, and open communication is encouraged so that resort to the formal grievance procedure will not be necessary. Informal resolution of grievances is encouraged, and may be sought throughout the process.
- (b) The burden of proof shall be on the University in a grievance alleging violation of a University Regulation requiring that the University have just cause to discipline the grieving employee (see University Regulations ~~UCF-3.0124 and UCF-10.010~~). In all other grievances, the burden of proof shall be on the grievant.
- (c) An employee who receives written notice of non-reappointment may only grieve the decision because of an alleged violation of a specific University regulation or because of an alleged violation of law.

(2) Resort to Other Procedures. It is the intent of this procedure to provide a complete response to a grievance but not to encourage multiple processing of the same issue. Therefore, if, prior to seeking resolution of a dispute by filing a grievance under this regulation, or while the grievance proceeding is in progress, a grievant seeks resolution of the matter in any other forum, administrative or judicial, the University has no obligation to proceed further with the matter pursuant to this grievance procedure. It is not intended that the grievance procedure be a device for appellate review. The University shall not entertain a grievance based upon the same issue adjudicated in another forum.

(3) Time limits. All time limits contained in this regulation may be extended either upon approval by the Executive Director of Human Resources or by mutual written agreement of the parties. Upon failure of the University or its representatives to provide a decision within the time limits provided in this regulation or any extension thereof, the grievant may appeal to the next appropriate step. Upon the failure of the grievant to file an appeal within the time limits provided in this regulation or any extension thereof, the grievance shall be

## Attachment D

deemed to have been resolved at the prior step.

(4) Definitions.

- (a) The term “grievance” shall mean a dispute concerning the interpretation or application of a university or Florida Board of Governors’ regulation or policy; except that the term “grievance” shall not include complaints regarding performance appraisals, discrimination, the Uniformed Services Employment and Reemployment Rights Act (USERRA), or the Family and Medical Leave Act (FMLA). The provisions of University Regulation 3.0134 apply to allegations of discrimination, and the employee will be expected to pursue a discrimination grievance under that procedure. With respect to alleged violations of USERRA or FMLA, the employee must present the allegations in writing to Human Resources where such allegations will be subsequently investigated by Human Resources or by other university offices as may be deemed appropriate by Human Resources.
- (b) The term “days” shall mean calendar days. In the event an action falls due on Saturday, Sunday, university holiday, or a day on which the university is administratively closed, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.
- (c) The term “grievant” shall mean a non-unit A&P employee who has been directly affected by an act or omission and who has filed a grievance. The term “grievant” shall not mean a former employee, except that a terminated employee may present a grievance within the time limit set forth below following his or her notice of termination.
- (d) The term “Vice President” shall mean the University of Central Florida Vice President of the division in which the grievant is employed or the President in the case of the President’s Division. The term “Vice President” may also refer to the President if the grievant works in an area supervised by a vice president and it is that vice president against whom the grievant is filing his or her grievance.

## **Attachment D**

- (e) The term “Division” shall mean an area administered by a Vice President or the President’s Division in the case of an area administered by the President.
  - (f) The term “counsel” shall mean an attorney or lay advisor.
  - (g) The term “Dean or Director” shall mean the dean or director for the college or area in which the grievant works. In those instances where it is a vice-president that is over the area in which the grievant works, “Dean or Director” will refer to that vice president.
- (5) Presentation of a Grievance.
- (a) Informal resolution of grievances is encouraged, with resort to formalized procedures established by this regulation being utilized only when informal discussions and procedures at the appropriate lowest administrative level do not satisfactorily resolve differences.
  - (b) A Step One grievance within the meaning of these procedures shall be commenced upon filing with the Dean or Director a written grievance in a form approved by the Executive Director of Human Resources, as follows.

**Attachment D**

NON-UNIT A&P GRIEVANCE - STEP ONE

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
DIVISION: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_  
CAMPUS ADDRESS & EMAIL: \_\_\_\_\_  
CAMPUS PHONE: \_\_\_\_\_

University Policy or Regulation Violated:

Statement of grievance including date of act(s) or omission(s) complained of:

Remedy Sought:

I will be represented in this grievance by (check one):  
 Myself  \* Legal Counsel  Other, specify \_\_\_\_\_ .

I understand that this grievance will not be processed if the act(s) or omission(s) complained of herein are, or become, the subject of any other administrative or judicial proceeding.

This grievance was filed with the Dean or Director of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (check one)

- certified or registered, restricted delivery, return receipt requested mail;
- personal delivery

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

Date Received: \_\_\_\_\_ Office of the Dean or Director of: \_\_\_\_\_

By: \_\_\_\_\_

\* Please provide name, phone, and email address for Legal Counsel:

\_\_\_\_\_

## Attachment D

- (c) If the act or omission on which the grievance is based is alleged to have been made personally by the grievant's Dean or Director, the grievant may, in writing, request the Vice President to appoint a different university official for the grievance.
  - (d) A Step One written grievance shall be filed no later than 25 days from the date following the act or omission giving rise to the grievance, or 25 days from the date the grievant acquires knowledge, or could have reasonably been expected to have acquired knowledge, of the act or omission.
- (6) Step One Procedures.
- (a) If informal resolution is not successful and the grievant wishes to pursue the matter the grievance shall be committed to writing using the form outlined above. The grievance shall be filed with the Dean or Director after the employee receives the immediate supervisor's response at the informal step, with a copy sent to the Executive Director of Human Resources.
  - (b) The Dean or Director should confer with the aggrieved employee and others, as appropriate, in order to fully investigate the grievance. Human Resources will remain available to assist in any problem resolution and to ensure that no violation of applicable policies or regulations is involved. The Dean or Director shall provide a written response to the grievant within twenty business days after receiving the employee's written grievance. A copy of that written response will also be sent to the Executive Director of Human Resources.
- (7) Step Two Procedures.
- (a) If the grievant considers the Dean or Director's response unsatisfactory and wishes to pursue resolution of the grievance, the grievant may seek review of the response by filing the written grievance and response, along with a written statement of the reason(s) that the grievant believes the response is incorrect, with the Vice President within fourteen days after receiving the Dean or Director's Step One decision. The employee must also send a copy to the appropriate Dean or Director (Step One administrator) and the Executive Director of Human Resources.
  - (b) If there is an intervening level of supervision between the Step One administrator

## Attachment D

and the Vice President, that supervisor shall be required to review the grievance utilizing the Step One timelines before the Vice President reviews the grievance at Step Two. The grievance must be filed with the intervening level supervisor in a timely manner consistent with timelines established for the initiation of Step Two. At the Step Two level, the record submitted by the grievant must contain all relevant materials from Step One.

- (c) The Vice President or designee, within twenty business days after receiving the grievant's request for review, shall issue a final decision to the grievant, and send a copy to the Dean or Director (Step One administrator), the intervening level supervisor (if applicable), and the Executive Director of Human Resources. Upon the Vice President's or designee's request, the Executive Director of Human Resources or designee will appoint a Complaint Review Officer from another division to conduct a review of the grievance and provide written findings and a recommendation to the Vice President. The Vice President's decision shall be final and binding on all parties.
- (d) Any grievance conference shall be informal and shall not be in the nature of an evidentiary hearing. While either party may present information, the rules of evidence shall not apply, and discovery, cross-examination, and similar legal procedures are not permissible. The decision of the Vice President or representative must be based on information presented in the grievance process.

(8) Once a grievance is filed, no revisions or additions to the grievance are permitted in later steps.

*Authority: BOG Regulation 1.001. History—New 4-30-81, Amended 12-27-83, Formerly 6C7-3.132, Amended 3-16-03, 10-18-05; Formerly 6C7-3.0132, Amended 8-10-09, 7-9-12, 5-2-16, \_\_\_\_\_-17.*

ITEM: CL-2

**University of Central Florida  
BOARD OF TRUSTEES**

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

**DATE:** January 13, 2017

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**PROPOSED BOARD ACTION**

Ratify the Collective Bargaining Agreement for 2016-19 between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees.

**BACKGROUND INFORMATION**

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

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**Supporting documentation:**

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

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

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

## **Attachment A**

### **PREAMBLE**

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

## **Attachment A**

### **Article 1**

#### **RECOGNITION**

The university recognizes AFSCME as the exclusive bargaining representative for all employees in the job classifications included in [Florida Public Employees Relations Commission \(PERC\) Certification No. 1481, 1588, and 1589](#) which are listed in Appendix A of this Agreement. All other employees not included in the bargaining unit shall not be covered by the terms of this Agreement.

## Attachment A

### Article 2

#### DEFINITIONS

The terms used in this Agreement are defined as follows:

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

2.2 “Days” means business days, Monday through Friday and excluding holidays and days when the university is administratively closed, unless stated otherwise.

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

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

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

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

2.7 The Chief Human Resources Officer shall be abbreviated as “CHRO.”

~~2.87~~ “President of Council 79” includes his/her representatives.

~~2.89~~ “Regular Status” is earned by an employee after successfully completing the specified probationary period. Regular status provides the employee with rights to appeal adverse action taken against the employee.

~~2.910~~ “Steward/AFSCME Employee Representative” means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under the grievance procedure of this Agreement when AFSCME has been selected as the employee’s representative.

~~2.110~~ “Discharge” means a termination action in accordance with Article 22 Disciplinary Action.

2.12 The Equal Employment Opportunity Commission shall be abbreviated as “EEOC.”

2.13 The Florida Commission on Human Relations shall be abbreviated as “FCHR.”

2.14 “Grievance” means a dispute concerning the interpretation or application of a specific provision of this Agreement and/or a university policy cited in the Agreement, except as specifically excluded.

## Attachment A

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

## **Attachment A**

### **Article 3**

#### **MANAGEMENT RIGHTS**

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

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

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

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

## **Attachment A**

### **Article 4**

#### **NO STRIKE**

##### 4.1 No Strike.

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

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

##### 4.2 Remedies.

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

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

## **Attachment A**

### **Article 5**

#### **AFSCME ACTIVITIES**

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

5.2 Designation and Selection of Representatives.

A. The president of Council 79 shall annually furnish to the CHRO or CHRO's designee, no later than ~~July 1,~~August 15, a list of Stewards/AFSCME Employee Representatives, the local AFSCME President, and AFSCME Staff Representatives, including the employee's name, department and phone number. AFSCME shall notify the CHRO or designee, in writing, of any changes to the Steward/AFSCME Employee Representative, local AFSCME President, and AFSCME Staff Representatives. The university will not recognize any person as a Steward/AFSCME Employee Representative, local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

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

5.3 Representative Access.

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

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

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

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

5.4 Copies of Agreements.

## Attachment A

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

### 5.5 Information Provided to the Union.

The university will provide the president of AFSCME Local 3345 with the following information, upon written request of the union, up to four times per year:

1. Name
2. Home address
4. Department

### 5.65 Bulletin Boards.

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

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

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

### 5.76 Regulations and Agendas.

A. The agendas and minutes of the meetings of the Board of Trustees shall be available to the local AFSCME president via the Board of Trustees website at [http:// bot.ucf.edu](http://bot.ucf.edu).

B. The university shall provide the local AFSCME president a copy of its regulations published online.

C. At least 21 days prior to the adoption or amendment of any university personnel regulation or policy which will change the terms and conditions of employment for employees, the university will provide notice to the AFSCME Local President of its intended action, including a copy of the proposed regulation or policy, and the name of a person at the university to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions to the university contact person within 10 days of receipt of the notice. The university will consider and respond in

## Attachment A

writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the university; such response will include the reasons for rejecting any suggested revisions. AFSCME may also confer with the CHRO concerning the proposed revisions to a university personnel regulation or policy; however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation or policy revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

### 5.87 Negotiations.

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

B. AFSCME Committee. AFSCME shall designate in writing not more than six (6) employees to serve as its Negotiation Committee. The Committee shall consist of not more than one (1) employee from each unit represented by this Agreement. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member. Three officers of AFSCME Local 3345 shall be paid their regular rate of pay during negotiations, up to a maximum of 15 hours for the duration of a full book contract bargaining and 5 hours for the duration of a reopener.

### 5.98 Leave for Negotiating and Other AFSCME Activities.

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

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

## Attachment A

~~be assigned and credited the hour contributed and automatically deducted from the collective accounts of the bargaining unit employees authorizing such deductions.~~

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

~~————— C. ——— The university shall have no responsibility or liability for the annual leave deducted from the employee's covered hereunder and credited to the individual accounts of the designated AFSCME employee representatives. AFSCME shall indemnify the university and hold it harmless against any and all claims, demands, and liabilities which arise out of or by reasons of any action taken or not taken pursuant to the provisions of this Article.~~

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

## Attachment A

### Article 6

#### AFSCME DEDUCTIONS

##### 6.1 Deductions and Remittance.

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

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

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

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

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

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

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

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### Article 7

### WAGES

#### 7.1 Salary Increases.

A. For Fiscal Year ~~20152016-1617~~, ~~two percent~~ 1.5% across-the-board base salary increases shall be administered to eligible employees effective the first pay period subsequent to ratification by both parties. The eligibility criteria are:

1. Employee was hired on or prior to June 30, 201~~6~~5 and has been continuously employed through the date of implementation.
2. Employee has a current performance appraisal of at least “Effective.” If a current performance appraisal is not on file with Human Resources, a performance rating of “Effective” will be assumed. Any employee with a less than “Effective” rating on file who receives an updated rating of “Effective” or higher on or prior to June 30, 2016, shall receive the raise effective the beginning of the first pay period subsequent to receipt in Human Resources.
3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for this salary increase.

B. For Fiscal Year 201~~6~~5-17~~6~~, a ~~one-1.0%percent~~ discretionary merit increase will be allocated and administered to eligible employees, effective the first pay period subsequent to ratification by both parties. The eligibility criteria are:

1. Employee was hired on or before June 30, 201~~6~~5 and has been continuously employed through the date of implementation.
2. Employee has not received any written reprimand or suspension from ~~January-July~~ January 1, 201~~6~~5, through ~~November-December~~ December 31~~0~~0, 201~~6~~5. The employee’s 201~~5~~4 performance evaluation should be considered as an important component of the recommendation process.
3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for a merit-based salary increase.

C. In addition to the across-the-board increases taking effect on January 13, 2017, all employees eligible for that increase shall receive a one-time payment of \$275.00 on February 3, 2017, or as soon as practicable thereafter.

## **Attachment A**

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

7.3 Nothing contained herein prevents the university from providing salary increases beyond those increases specified.

## **Attachment A**

### **Article 8**

#### **HOURS OF WORK**

##### 8.1 Workday/Workweek.

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

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

##### 8.2 Overtime

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

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

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

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

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

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

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

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

##### 8.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will

## Attachment A

reflect at least a two (2) workweek schedule; however, the university will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved. Under no circumstances will such shift exchanges result in additional cost to the university.

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

C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall normally be given a minimum of ten (10) working days' notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment. The parties agree, however, that these notice requirements shall not be required during an emergency, when necessary to accommodate modified duty for employees returning from medical leave, or in other extraordinary conditions.

### 8.4 Rest Periods.

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

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

## **Attachment A**

### **Article 9**

#### **BENEFITS**

##### 9.1 Current Employees.

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

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

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

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

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

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

## Attachment A

### Article 10

#### LEARNING OPPORTUNITIES

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

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

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

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

D. Department management may permit, at its discretion, an employee to attend, as work time, in accordance with the University's established policies and procedures, an employee may be allowed administrative leave for the purpose of attending short courses, institutes, and workshops which will improve job knowledge and performance in their current position.

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

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

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

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

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

## **Attachment A**

10.5 Grievability. The university and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the university's right to develop, implement, or otherwise manage the education, training or apprenticeship of its employees or implement new technology or equipment. The provisions of this Article, therefore, shall be subject to the Grievance/Arbitration Procedure, but only through Step 3. The review of the grievance shall be solely to determine whether the specific provision of this Article was applied in an arbitrary and capricious manner.

## **Attachment A**

### **Article 11**

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

11.1 Leaves. Employees may be granted leaves of absence as provided in the university's regulations and policies.

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

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

## **Attachment A**

### **Article 12**

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

##### 12.1 On-Call Assignment.

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

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

##### 12.2 On-Call Payment.

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

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.~~00~~50) per hour for each hour such employee is required to be on-call.

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

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

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

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### Article 13

#### CHANGE IN ASSIGNMENT

##### 13.1 Procedure.

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

B. All employees who were interviewed may obtain notice ~~shall be notified~~ of the university's decision via the university's online recruitment system.

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

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

13.3 The university retains the right to assign the employee specific duties or tasks, at any time, that are characteristic to the employee's current job classification.

## **Attachment A**

### **Article 14**

#### **CLASSIFICATION REVIEW**

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

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

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

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

## **Attachment A**

### **Article 15**

#### **CONTRACTING OUT**

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

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

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

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

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

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

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

## **Attachment A**

### **Article 16**

#### **HEALTH AND SAFETY**

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

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

16.3 Employee Health and Safety.

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

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

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

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

## **Attachment A**

### **Article 17**

#### **LAYOFFS AND RECALL**

##### 17.1 Layoffs.

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

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

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

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

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

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

## **Attachment A**

### **Article 18**

#### **METHOD OF FILLING VACANCIES**

##### 18.1 Policy.

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

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

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

##### 18.2 Procedures.

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

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

## **Attachment A**

### **Article 19**

#### **NON-DISCRIMINATION**

19.1 Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the university nor AFSCME shall discriminate against or harass any employee based upon any category protected by law or by University Regulation UCF-3.001. Nor shall the university or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

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

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

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

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

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

## **Attachment A**

### **Article 20**

#### **PERFORMANCE EVALUATIONS**

##### 20.1 Procedure.

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

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

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

##### 20.2 Failure to Meet Performance Standards

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

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

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

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

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

## **Attachment A**

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

## **Attachment A**

### **Article 21**

#### **PERSONNEL RECORDS**

##### 21.1 Use of Personnel Files.

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

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

##### 21.2 Contents of Personnel Files.

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

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

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

## **Attachment A**

### **Article 22**

#### **DISCIPLINARY ACTION**

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

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

22.3 Grievability.

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

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

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

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

22.4 AFSCME Representation.

A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action and during predetermination conferences; provided that such representation does not unreasonably delay the questioning. If the employee is given ~~twenty-four (24)~~ forty-eight (48) hours' notice of the meeting, the employee shall be required to secure representation by the meeting time. Absent a valid excuse, any refusal by an employee to meet after receiving such notice will subject him/her to discipline.

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

## **Attachment A**

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

## Attachment A

### Article 23

#### GRIEVANCE PROCEDURE

##### 23.1 General Provisions.

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

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

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

##### ~~23.2—Definitions~~

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

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

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

##### 23.32 General Information and Procedures

## Attachment A

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

B. Time Limits.

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

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

3. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. Failure of grievant or representative to proceed to next step within time limits will be deemed to be a withdrawal of the grievance without resolution. However, the time limits specified in any Step of this procedure may be extended by written agreement of the Grievant/Representative and the university. The university may unilaterally extend any time limit specified in this procedure when the grievance alleges a violation of Article 19 or any university regulation or Florida Statute cited in Article 19, to allow for adequate investigation of grievances alleging unlawful discrimination. The president of AFSCME Local 3345 will be notified of any time extensions.

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

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

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

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

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

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

## Attachment A

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

J. A grievance may be returned for correction and resubmission, in accordance with time limits, refused if it is not filed or processed in accordance with this Article. The CHRO or CHRO's designee will have the authority to determine whether a grievance is complete under the parameters of the collective bargaining agreement.

K. Delivery methods. All documents required or permitted to be issued or submitted pursuant to this Article must be transmitted by personal delivery with written documentation of receipt, by certified mail with return receipt requested, or by electronic mail with return receipt acknowledgement required via electronic mail. Submission by facsimile will not be accepted.

### 23.43 Representation.

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

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

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

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

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

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

### 23.54 Step 1

A. A grievance is initiated at Step 1 by the Grievant filing a written grievance using the Step 1 Grievance Form, attached as Appendix C. The Grievant must file this form within the time limits set forth above if he/she wishes to initiate a grievance. The form should be filed with the Office of Human Resources, which will then direct the grievance to the unit head/director for assignment to a Step 1 Reviewer.

B. Step 1 Oral Discussion. The Step 1 Reviewer shall meet with Grievant, Grievant's Representative (if any) and Grievant's supervisor to discuss the grievance and possible resolution. This meeting shall be held within ~~fifteen (15)~~ eleven (11) days following receipt of the grievance. The Grievant shall have the right to present any evidence in support of the grievance at this meeting.

C. Within seven (7) days following the conclusion of the Step 1 meeting, the Step 1 Reviewer will issue a written review of the grievance to the Grievant/Representative. The Step 1 written review will document the Step 1 oral discussion, describe the conclusion of the discussion, and describe any resolution that may have been achieved at the Step 1 level. A copy of the Step 1 review will be sent to the Office of Human Resources, to the Grievant, and the Grievant's representative. The Step 1 review will be transmitted ~~by personal delivery with written documentation of receipt or by certified mail, return receipt requested, per section 23.2.K. above.~~

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

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

A. If the Step 1 meeting does not resolve the grievance to the satisfaction of the Grievant, the Grievant/Representative may proceed to Step 2. To proceed to Step 2, the Grievant/Representative must file a Request for Review of Step 1 using the form attached as Appendix D and describing the Grievant's reasons for not accepting the Step 1 review result. The Request for Review of Step 1 must be submitted to the Office of Human Resources within ~~seven (7)~~ five (5) days following receipt of the Step 1 review form. Human Resources will direct the Request for Review of Step 1 to the Unit Head/Director.

B. Step 2 Meeting. Within ~~fifteen (15)~~ eleven (11) days following receipt of the Request for Review of Step 2, the unit head/director or designee will schedule a meeting with Grievant/Representative for the purpose of reviewing the matter.

C. The Unit Head/Director or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within ~~ten (10)~~ seven (7) days following the conclusion of the Step 2 meeting. In the absence of a written agreement to extend the period for

## Attachment A

issuing the Step 2 decision, the Grievant/Representative may proceed to Step 3 if the Step 2 decision has not been received by the Grievant/Representative as of the end of the ~~tenth (10<sup>th</sup>)~~ seventh (7<sup>th</sup>) day following the Step 2 meeting. A copy of the decision shall be sent to the Office of Human Resources, to the Grievant, and the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above.

### 23.76 Step 3

A. If the grievance is not satisfactorily resolved at Step 2, the Grievant may file a written Request for Review of Step 2, in the form attached hereto as Appendix E. The Request for Review of Step 2 must be filed with the ~~Director of Human Resources~~ CHRO or designee within ~~fifteen (15)~~ eleven (11) days following unsuccessful conclusion of the Step 2 meeting (or as otherwise mutually agreed if the parties agreed in writing to extend the period for issuing the Step 2 decision).

B. Step 3 Meeting. Within ~~fifteen (15)~~ eleven (11) days following receipt of the Request for Review of Step 2, the ~~Director of Human Resources~~ CHRO or designee and Grievant/Representative shall schedule a meeting for the purpose of reviewing the matter.

C. The ~~Director of Human Resources~~ CHRO or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within ~~twenty one (21)~~ fifteen (15) days following the conclusion of the meeting. In the absence of a written agreement to extend the period for issuing the Step 3 decision, Grievant (if not represented by AFSCME) or AFSCME may proceed to Step 4 (Arbitration) if the Grievant (if not represented by AFSCME) or AFSCME has not received the written decision by the end of the ~~twenty first (21<sup>st</sup>)~~ fifteenth (15<sup>th</sup>) day following the conclusion of the Step 3 meeting. A copy of the Step 3 decision shall be sent to the unit head/director, to the Grievant, and to the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above. by personal delivery with written documentation of receipt or by certified mail, return receipt requested

### 23.87 Step 4 Arbitration.

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

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

C. Selection of Arbitrator.

1. The parties agree to use Federal Mediation and Conciliation Service (FMCS) for purposes of identifying an arbitration panel for the grievance. The parties seeking have five (5) days from submission of the notice of arbitration to make a request to FMCS for selection

## Attachment A

of an arbitration panel. The other party will be notified in writing of the date on which the request has been made to FMCS.

2. The parties agree that FMCS shall be asked to provide a list of no more than five (5) eligible arbitrators for the matter. To be eligible to serve as an arbitrator for the matter, the individual must be registered with FMCS and must have or use a Florida address from which to bill for travel and travel expenses. The parties agree that FMCS shall first use a Metropolitan designation for identifying an arbitration panel and, only if that panel is rejected by the parties, FMCS shall second use a Sub-Regional designation for identifying an arbitration panel.

3. As an alternative to requesting a panel or as an alternative to the panel provided by FMCS, the parties may agree independently to the selection of an arbitrator and request a direct appointment of that arbitrator by FMCS.

4. If the parties request a panel from FMCS, the parties shall confer regarding the selection of an arbitrator. Either party may reject the panel; in which case the parties may request a second panel from FMCS. The other party may reject the second panel, in which case a third panel may be requested from FMCS. Once there is a panel that is not rejected, then the parties will select an arbitrator from the panel by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a U.S. quarter.

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

~~2. Within thirty (30) days after the University's receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 23.98 Miscellaneous Provisions

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

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

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

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

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### **Article 24**

#### **PREVAILING RIGHTS**

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

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### **Article 25**

#### **TOTALITY OF AGREEMENT**

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

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

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

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### **Article 26**

#### **SAVINGS CLAUSE**

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

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

## **Attachment A**

### **Article 27**

#### **LABOR MANAGEMENT COMMITTEE**

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

27.2 At the request of AFSCME or the university, the committee shall meet once each quarter on a date mutually agreed upon by the parties. Upon agreement by AFSCME and the university, additional meetings may be scheduled as necessary. No reasonable request for additional meetings shall be denied. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for collective bargaining.

27.3 Employee representatives attending Committee meetings shall not be compensated for the time spent in such meetings. Such employee representatives, however, may utilize their accrued annual leave (as stated in Article 5.8 above) to attend such meetings. Such leave shall not impede the operations of the university or be unreasonably denied. However, upon approval of the AFSCME-designated employee's department head, an employee designated to attend the Labor Management Committee meeting on behalf of AFSCME may be permitted to adjust their work schedules to accommodate committee meeting dates and times in order to retain their full-time work hours for the next pay period without use of personal leave. Under no circumstances will the department head approve schedule adjustments for attendance at meetings where such approval would result in additional costs to the department or the reduction of staff to an unacceptable level.

## **Attachment A**

### **Article 28**

#### **DURATION**

##### 28.1 Term.

A. This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect through the thirtieth day of September, ~~2019~~<sup>2016</sup>, with the exception that the following shall be subject to annual renegotiation:

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

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

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

## Attachment A

### Article 29

#### ADVANCE NOTICE OF SEPARATION

29. Advance Notice of Separation.

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

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

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

D. To successfully contest a written Advance Notice of Separation, the employee must establish that the action taken by the university was arbitrary and capricious, or because of an alleged violation of law. A contest of an Advance Notice of Separation will be subject to the grievance procedure set forth in Article 23 with the exception that an employee would have up to thirty (30) calendar days to file a Step 1 grievance from the date notification was received. An employee is not precluded from filing an EEOC or FCHR charge alleging unlawful discrimination.

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

## Attachment A

### Appendix A

#### AFSCME CLASSIFICATIONS

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

**Attachment A****AFSCME CLASSIFICATIONS**

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

**Attachment A****AFSCME CLASSIFICATIONS**

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

## Attachment A

### Appendix B

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
UCF Employee ID Number

\_\_\_\_\_  
Department or Work Location

\_\_\_\_\_  
Job Classification

\_\_\_\_\_  
Home Address – Street

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
E-mail Address

**PLEASE SEND THIS FORM TO:**

**AFSCME Council 79  
2280 U.S. 92 East  
Plant City, FL 33563**

\_\_\_\_\_  
Ded. Code County Class Local

## Attachment A

### Apéndice B

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

**AFSCME FORMA DE AUTORIZACION DE CUOTA**

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

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

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

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre (Impreso)

\_\_\_\_\_  
Número de Identificación de UCF

\_\_\_\_\_  
Departamento o Localización del Trabajo

\_\_\_\_\_  
Clasificación de Empleo

\_\_\_\_\_  
Dirección Residencial

\_\_\_\_\_  
Teléfono de Residencia

\_\_\_\_\_  
Ciudad, Estado, Código Postal

\_\_\_\_\_  
Correo Electronico

**POR FAVOR ENVIAR ESTA FORMA A:**

**AFSCME Council 79  
2280 U.S. 92 East  
Plant City, FL 33563**

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

## Attachment A

### Appendix C

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

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

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

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

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

**Statement of Grievance:**

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

\_\_\_\_\_

Provide the date(s) of the alleged incident and describe the alleged incident, act, or occurrence which gave rise to the grievance. Please be specific and include as much detail as possible to clarify the issues. (Attach supporting documents, i.e. written reprimand), including date(s):

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

Remedy Sought:

\_\_\_\_\_

**Representation:**

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

_____ AFSCME	_____	OR
_____ Legal Counsel	_____	OR
_____ Myself	_____	

Provide the following information about your Representative:

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

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

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

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

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

## Attachment A

---

Signature of Grievant

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

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

## Attachment A

### Appendix D

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

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

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

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

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

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

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

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

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

Describe the reasons for requesting that the Step 1 Decision be reviewed by the unit head:  
Please be specific and include as much detail as possible to clarify the issue. (Please note the required attachments listed below.)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Remedy Sought:  
 \_\_\_\_\_

**Representation:**

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

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

Provide the following information about your Representative:

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

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

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

EmailFax: \_\_\_\_\_

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

## **Attachment A**

Signature of Grievant

Date

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

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

## Attachment A

### Appendix E

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

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

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

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

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

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

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

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

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

Describe the reasons for requesting that the Step 2 Decision be reviewed by the Chief Human Resources Officer ~~Director of Human Resources~~ or designee. Please be specific and include as much detail as possible to clarify the issues. (Please note the required attachments listed below): ÷

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

Remedy Sought:

\_\_\_\_\_

**Representation:**

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

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

Provide the following information for your Representative:

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

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

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

Email:~~Fax:~~ \_\_\_\_\_

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

## Attachment A

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

\_\_\_\_\_  
Date

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

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

**Attachment A**

**Appendix F**

**University of Central Florida – AFSCME**

**NOTICE OF ARBITRATION**

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

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

Delivered by (check one):

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



**ITEM: FF-1**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Minor Amendment to the University of Central Florida 2015-25 Campus Master Plan Update

**DATE:** January 13, 2017

---

**PROPOSED BOARD ACTION**

Approve a minor amendment to the University of Central Florida 2015-25 Campus Master Plan Update to modify the Urban Design and Capital Improvements map (Attachment D) and the Capital Improvements List (Attachment C).

**BACKGROUND INFORMATION**

The purpose of the proposed amendment is to revise the Capital Improvements List and related map in order to add six new projects in downtown Orlando, four new projects on the main campus, and one renovation at the Florida Solar Energy Center.

The projects not located on the UCF Main Campus are included in the University of Central Florida Campus Master Plan for information purposes only and are not subject to F.S. 1013.30. The downtown projects consist of the Downtown Academic Building, UCF Downtown Campus Building II, Downtown Phase III, Downtown Phase IV, Downtown Tri-generation Facility, and Downtown Garage II. These projects constitute the UCF Downtown Campus. The Florida Solar Energy Center renovation project is a 20-acre research complex on Florida's Space Coast and adjacent to UCF's Cocoa Campus.

The projects on the main campus are Research Buildings I and II, the Center for Research and Education in Optics and Lasers (CREOL) expansion, and the softball stadium expansion and renovation. As more particularly outlined in the attached memorandum, the amendment would constitute a minor amendment that needs only Board of Trustees approval for adoption.

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**Supporting documentation:** Attachment A: Memorandum from Gina Seabrook  
Attachment B: Project Location  
Attachment C: Capital Improvements List  
Attachment D: Urban Design Map

**Prepared by:** Lee Kernek, Associate Vice President for Administration and Finance

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

Attachment A

**MEMORANDUM**

**TO:** Scott Cole, Vice President and General Counsel  
**FROM:** Gina Seabrook, Construction Specialist, Resource Management  
**SUBJECT:** Minor Amendment to the University of Central Florida 2015-25 Campus Master Plan Update  
**DATE:** October 31, 2016

---

The University of Central Florida proposes a minor amendment to the University of Central Florida 2015-25 Campus Master Plan Update to modify the Capital Improvements List (2.14 Capital Improvements Element) and the Urban Design and Capital Improvements map (Figure 3-1) in order to add six new projects in downtown Orlando, four new projects on the main campus, and one renovation at the Florida Solar Energy Center.

The downtown projects consist of a Downtown Academic Building, UCF Downtown Campus Building II, Downtown Phase III, Downtown Phase IV, Downtown Tri-generation Facility, and Downtown Garage II. These projects constitute the UCF Downtown Campus. This campus, a partnership with Valencia College, will be located at Creative Village, the largest mixed-use project in downtown Orlando. It is expected to bring over 7,000 students from UCF and Valencia to downtown Orlando at its opening and will offer students an innovative learning environment within walking distance of downtown internship and job opportunities. These opportunities for the Downtown UCF Campus arose after approval of the University of Central Florida 2015-25 Campus Master Plan Update. The Florida Solar Energy Center renovation project is a 20-acre research complex on Florida's Space Coast and adjacent to UCF's Cocoa Campus. The facility currently houses classrooms, instructional and research labs, offices, conference rooms, and support space for critical engineering programs. Research accomplished by the departments serves dozens of high-level technology industrial firms located throughout Florida and across the nation. FSEC has seen continuous use since it was built 21 years ago and is in dire need of a complete chilled-water HVAC system replacement and modernization, and it requires roof and building envelope repairs. The HVAC equipment is both obsolete and deteriorated beyond repair.

The projects on the main campus are Research Buildings I and II, a Center for Research & Education in Optics and Lasers (CREOL) expansion, and a softball stadium expansion and renovation.

The projects not located on the UCF Main Campus are included in the University of Central Florida Campus Master Plan for information purposes only and are not subject to F.S. 1013.30.

Regarding the projects on the UCF Main Campus:

- The two research buildings are included on line 39 of the Capital Improvement Project List as part of the “Partnership Campus,” which is the area located south of the softball stadium. UCF aspires to be recognized as a preeminent state research university and has set strategic goals to become a Top 50 research university by 2035. UCF is committed to a robust portfolio of research, scholarship, and creative activities across all disciplines, contributing to the creation of new knowledge. Specific metrics have been designed to meet preeminence, including doubling research awards from \$133 million to \$250 million and achieving a level where at least 25 percent of graduate degrees awarded are research-focused.
- The CREOL Expansion is an addition to an existing facility. The College of Optics and Photonics and CREOL have grown in size and in stature. A new undergraduate program offering a Bachelor of Science degree in Photonic Science and Engineering began in Fall 2013 and has already attracted more than 100 new students. Five new faculty have been added since 2014. External research funding increased from an annual average of \$11.3 million in 2010-11 to 2014-15 to \$17 million in 2015-16. The College contributes about 13 percent of UCF’s total research funding.
- The softball stadium expansion and renovation project is located in the area of the existing softball stadium and where the University of Central Florida 2015-25 Capital Improvements List shows on Line 75, a Softball Practice Field.

An amendment to a campus master plan must be reviewed and adopted under subsections (6)-(8) of F.S. 1013.30 if such amendment, alone or in conjunction with other amendments, would:

- (a) Increase density or intensity of use of land on the campus by more than 10 percent;

University Response:

- The proposed Research Buildings I and II add up to 262,881 additional square feet within the Academic Land Use component of the campus. As the total square footage for buildings on campus is over eight million square feet, this addition constitutes a .032 percent change in overall campus square footage and, therefore, does not trip the 10 percent threshold for density or intensity of use of land on campus.
- The CREOL Expansion adds approximately 14,000 square feet within the Academic Land Use component of the campus. This addition constitutes a .00175 percent change in

overall campus square footage and, therefore, does not trip the 10 percent threshold for density or intensity of use of land on campus.

- The softball stadium expansion and renovation adds approximately 10,000 square feet to a facility within the existing Recreation and Open Space Land Use category. UCF has over 298 acres of Recreation and Open Space Land Use on campus. Hence, this addition constitutes a .029 percent increase in density or intensity within the Recreation and Open Space Land Use category and does not trip the 10 percent threshold for density or intensity of use.

(b) Decrease the amount of natural areas, open space, or buffers on the campus by more than 10 percent:

University Response:

- The proposed Research Buildings I and II are located within the Academic Land Use and not within the Recreation and Open Space Land Use, which includes natural areas and open spaces on campus; therefore, they do not trip the 10 percent threshold for decreased natural areas, open spaces, or buffers on campus.
- The proposed CREOL Expansion is located within the Academic Land Use component and not within the Recreation and Open Space land use; therefore, it does not trip the 10 percent threshold for decreased natural areas, opens spaces, or buffers on campus.
- The proposed softball stadium expansion and renovation is located within the Recreation and Open Space Land Use on campus and does not remove any square footage from the 298 acres of Recreation and Open Space Land Use on campus; therefore, it does not trip the 10 percent threshold for decreased natural areas, open spaces, or buffers on campus.

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

University Response:

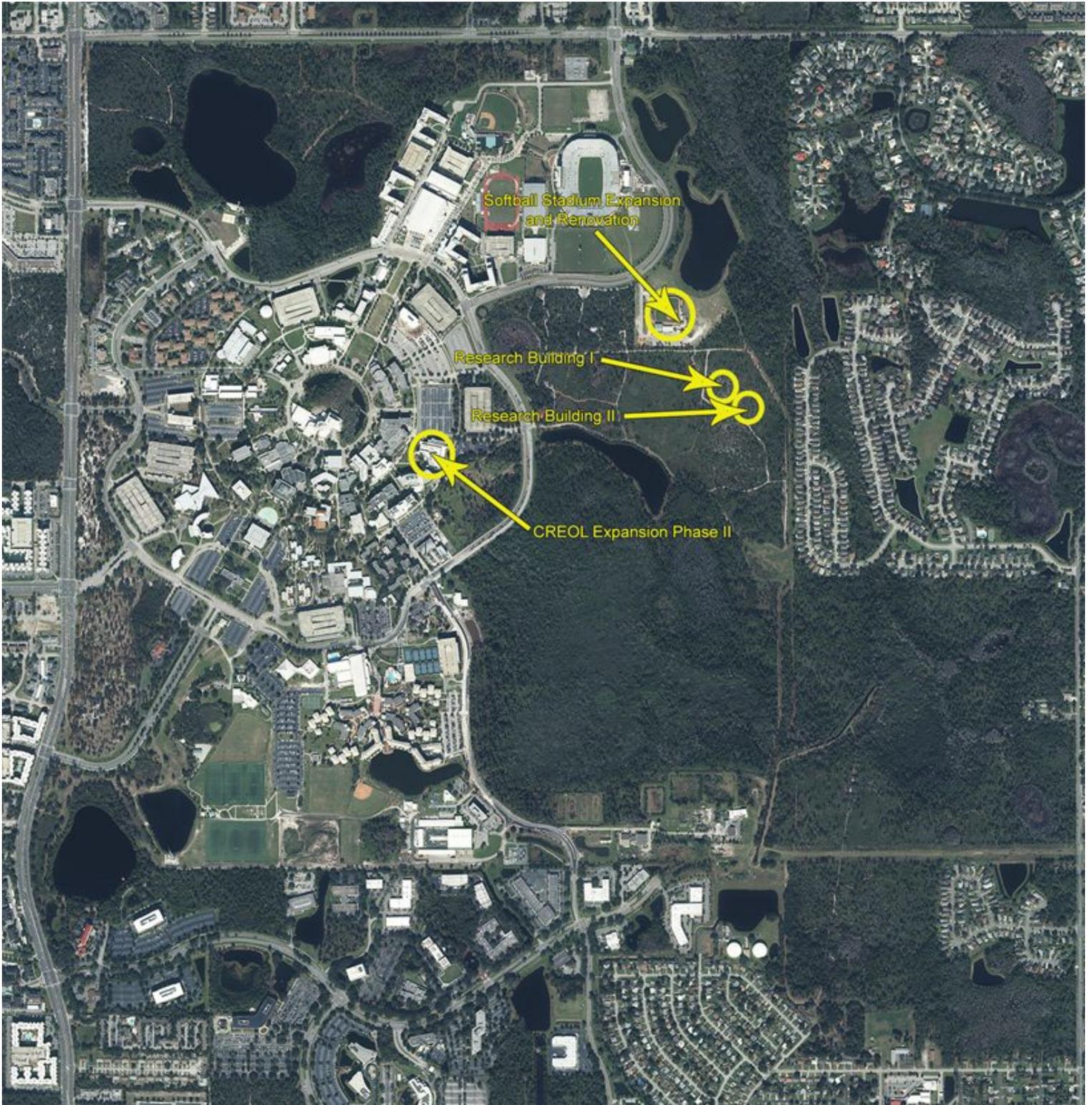
- The proposed Research Buildings I and II will constitute 262,881 square feet within the Partnership Campus site, which consists of 50 acres of currently unbuilt Academic Land Use. Each of the facilities will accommodate approximately 50 principle investigators. This number will have no impact on utilities and de minimis impact on transportation. Consequently, it will have less than 10 percent impact on a road or service provided or maintained by the state, county, host local government, or any affected local government.

- The proposed CREOL Expansion constitutes 14,000 square feet within the Academic Land Use component of the campus and will serve existing research faculty. Consequently, it will have less than 10 percent impact on a road or service provided or maintained by the state, county, host local government, or any affected local government.
- The softball stadium expansion and renovation adds 10,000 square feet of build space within the Recreation and Open Space Land Use. The expansion comprises 400 seats, a shade structure, and a new press box. With only 11 home games, it will have less than 10 percent impact on a road or service provided or maintained by the state, county, host local government, or any affected local government.

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

Thank you for your time and attention to this matter. If you require additional information, please contact me at (407) 823-5894.

Attachment B



Board of Trustees Meeting - Consent Agenda

Attachment C

UNIVERSITY OF CENTRAL FLORIDA CAPITAL IMPROVEMENTS LIST																
MAIN CAMPUS FTE		23,890	23,128	23,484	23,661	23,661	23,646	23,833	24,038	24,237	24,491					
PROJECT LIST 2015 -25 Revised 10/14/2016		*Fund Type	2015-16 YR #1	2016-17 YR #2	2017-18 YR #3	2018-19 YR #4	2019-20 YR #5	2020-21 YR #6	2021-22 YR #7	2022-23 YR #8	2023-24 YR #9	2024-25 YR #10	Net	Gross	Total Estimated Cost (\$M)	
1	ENGINEERING BUILDING RENOVATION	PECO	\$13,984,277	\$925,000									118,186	130,885	14,899,277	
2	MATHEMATICAL SCIENCES BUILDING REMODELING AND RENOVATION	PECO	\$9,422,105	\$790,000									100,289	106,321	10,212,105	
3	FILTERS INFRASTRUCTURE	PECO	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000			140,000,000	
4	JOHN C. HITT LIBRARY RENOVATION PHASE II	PECO/CITF	\$3,500,000	\$29,500,000	\$3,500,000								222,387	236,509	36,500,000	
5	INTERDISCIPLINARY RESEARCH AND INCUBATOR FACILITY	PECO	\$5,924,183	\$33,852,470	\$5,924,183								76,676	118,013	45,708,836	
6	UCF V CLASSROOM BUILDING	PECO	\$7,500,000												7,500,000	
7	ARTS COMPLEX PHASE II (PERFORMANCE)	PECO	\$5,000,000	\$40,000,000	\$5,000,000								100,396	150,584	50,000,000	
8	MULLENCAMP HALL RENOVATION	PECO	\$349,418	\$6,363,058	\$349,418								87,742	98,880	7,061,824	
9	BUSINESS ADMINISTRATION RENOVATION	PECO	\$9,475,843	\$494,001									118,624	121,074	9,969,844	
10	CHEMISTRY RENOVATION	PECO	\$39,843	\$9,815,338	\$39,843								43,265	49,073	10,859,514	
11	FACILITIES SAFETY COMPLEX RENOVATION	PECO	\$4,856,289												4,856,289	
12	VISUAL ARTS RENOVATION AND EXPANSION	PECO	\$3,000,000										79,371	85,000	30,000,000	
13	MULTIPURPOSE RESEARCH AND EDUCATION BUILDING	PECO	\$2,779,189	\$22,235,312	\$2,779,189								47,310	75,384	27,793,890	
14	COLLEGE OF NURSING AND ALLIED HEALTH	PECO C	\$7,300,000	\$28,800,000	\$7,300,000								119,236	170,681	73,500,000	
15	PARTNERSHIP IV	PECO	\$2,450,000	\$19,600,000	\$2,450,000								78,294	117,442	24,500,000	
16	HOWARD PHILLIPS HALL RENOVATION	PECO	\$6,564,098	\$652,349									56,903	64,619	7,217,218	
17	COLBOURN HALL RENOVATION	PECO	\$7,863,979	\$410,075									73,500	83,957	8,276,053	
18	FERRILL COMMONS II AND G SPACE RENOVATION	PECO	\$6,564,996	\$652,349									86,149	93,966	7,217,225	
19	COLLEGE OF SCIENCES BUILDING RENOVATION	PECO	\$317,437	\$2,539,494	\$317,437								49,580	54,644	3,274,367	
20	REHEARSAL HALL RENOVATION	PECO	\$48,007	\$384,055	\$48,007										480,008	
21	CLASSROOM BUILDING III	PECO	\$2,400,000	\$19,200,000	\$2,400,000								53,532	79,998	24,000,000	
22	FACILITIES BUILDING AT LAKE NONA	P,B	\$600,000										13,866	20,799	6,000,000	
23	RECYCLING CENTER	PECO	\$2,300,000	\$18,400,000	\$2,300,000								26,666	40,000	23,000,000	
24	HUMANITIES AND FINE ARTS II (Phase I)	PECO	\$2,772,353	\$17,060,631	\$2,772,353								58,362	87,543	22,665,317	
25	SIMULATION AND TRAINING BUILDING	PECO	\$2,370,336	\$19,410,374	\$2,370,336								39,950	59,924	23,334,046	
26	BUSINESS ADMINISTRATION III BUILDING	PECO	\$1,384,527	\$12,307,012	\$1,384,527								41,118	61,627	13,714,664	
27	EDUCATION BUILDING II	PECO	\$2,062,318	\$15,594,083	\$2,062,318								51,479	77,219	19,718,719	
28	BAND BUILDING	PECO	\$455,045	\$2,800,279	\$455,045								10,024	13,529	3,710,369	
29	ARTS COMPLEX PHASE III	PECO	\$1,210,887	\$7,627,447	\$1,210,887								25,447	38,171	10,049,187	
30	SOCIAL SCIENCES FACILITY	PECO													2,500,000	
31	COASTAL BIOLOGY STATION	PECO			\$2,500,000										2,500,000	
32	INTERDISCIPLINARY RESEARCH BUILDING II	PECO											\$2,370,336	\$17,330,596	\$2,370,336	
33	CENTER FOR EMERGING MEDIA BUILD OUT	PECO											\$6,363,339		6,363,339	
34	ROSEN STORAGE SHED	P	\$225,000												225,000	
35	ROSEN EDUCATIONAL FACILITY	P	\$17,000,000												17,000,000	
36	TEMPORARY ATHLETICS FOOTBALL GAME DAY PARKING	O	\$50,000												50,000	
37	UCF HEALTH EXPANSION AND WELLNESS CENTER	P,B													11,456,064	
38	HUMANITIES AND FINE ARTS II (Phase II)	PECO				\$1,145,064	\$9,165,312	\$1,145,064					\$1,107,260	\$8,660,076	\$1,107,260	
39	PARTNERSHIP CAMPS	PECO													27,364	
40	CAPITAL IMPROVEMENT RESERVE	PECO													N/A	
41	SUSTAINABILITY CENTER (Phase I)	PECO C													5,000	
42	CIVIL AND ENVIRONMENTAL ENGINEERING	PECO C		\$1,160,667	\$14,508,333	\$1,160,667									5,000	
43	SUSTAINABILITY CENTER (Phase II)	PECO C													7,500	
44	LABORATORY AND ENVIRONMENTAL SUPPORT EXPANSION	O	\$1,800,000												1,800,000	
45	CREATIVE VILLAGE GARAGE	P,B	\$15,000,000												15,000,000	
46	SPECIAL PURPOSE HOUSING AND PARKING GARAGE I	P,B	\$25,000,000												25,000,000	
47	SPECIAL PURPOSE HOUSING II	P,B	\$6,000,000												6,000,000	
48	PARKING DECKS	P,B	\$17,000,000												17,000,000	
49	GRADUATE HOUSING	P,B	\$50,000,000												50,000,000	
50	REFINANCE UCF FOUNDATION PROPERTIES	P,B	\$37,410,000												37,410,000	
51	STUDENT HOUSING	P,B	\$50,000,000												50,000,000	
52	GARAGE EXPANSION	P,B	\$5,000,000												5,000,000	
53	WET TEACHING LAB AND EXPANDED STEM FACILITY (CLASSROOM AND LAB BUILDING)	P,B							\$14,258,248	\$114,065,986	\$14,258,248				60,976	
54	FACILITIES BUILDING AT LAKE NONA	P,B	\$5,000,000												91,464	
55	EXPO CENTER HOUSING	P,B	\$16,000,000												13,866	
56	REGIONAL CAMPUSES MULTI-PURPOSE BUILDINGS	P,B	\$28,000,000												40,000	
57	PARTNERSHIP GARAGE	P,B	\$7,000,000												994,500	
58	PARKING DECK AT ATHLETIC COMPLEX	P,B	\$5,000,000												12,000	
59	BASEBALL STADIUM EXPANSION PHASE II	P,B	\$4,500,000												3,800	
60	BASEBALL CLUB HOUSE EXPANSION AND RENOVATION	P,B	\$1,000,000												5,700	
61	BRIGHTHOUSE NETWORKS STADIUM EXPANSION AND IMPROVEMENTS PHASE I	P,B	\$11,000,000												1,000,000	
62	WAYNE BENNETT SPORTS CENTER EXPANSION	P,B	\$1,000,000												12,000	
63	TENNIS COMPLEX PHASE I	P,B	\$1,400,000												4,980	
64	TENNIS COMPLEX PHASE II	P,B	\$1,000,000												1,000,000	
65	TENNIS COMPLEX PHASE III	P,B	\$2,800,000												2,800,000	
66	MULTIPURPOSE MEDICAL RESEARCH AND INCUBATOR FACILITY	P,B	\$112,565,923												112,565,923	
67	HEALTH SCIENCES CAMPUS PARKING GARAGE I	P,B	\$15,000,000												15,000,000	
68	BIO-MEDICAL ANNEX RENOVATION AND EXPANSION	P,B	\$12,800,000												12,800,000	
69	OUTPATIENT CENTER	P,B	\$75,000,000												75,000,000	
70	DENTAL SCHOOL	P,B	\$73,000,000												73,000,000	
71	INFRASTRUCTURE AND SITEWORK LAKE NONA CLINICAL FACILITIES	P,B	\$10,000,000												10,000,000	
72	STRATEGIC LAND AND PROPERTY	P,B	\$10,000,000												10,000,000	
73	BRIGHT HOUSE NETWORKS STADIUM AND IMPROVEMENTS PHASE II	P,B	\$5,000,000												14,225	
74	TRACK AND SOCCER CLUB HOUSE	P,B	\$850,000												2,800	
75	SOFTBALL PRACTICE FIELD	P,B	\$250,000												2,800	
76	ATHLETICS PRACTICE FIELD	P,B	\$800,000												N/A	
77	WOMENS COMPETITION AND PRACTICE FIELD	P,B	\$2,000,000												N/A	
78	BASEBALL PRACTICE FIELD	P,B	\$400,000												N/A	
79	BASKETBALL PRACTICE FACILITY	P,B	\$12,000,000												48,000	
80	RECREATION AND WELLNESS CENTER PHASE III	P,B	\$20,000,000												5,200	
81	LIFE SCIENCES INCUBATOR, LAKE NONA	P,B	\$30,000,000												36,667	
82	EAST ATHLETICS CENTER	P,B	\$15,000,000												11,706	
83	CARACOL II HELIXE	C	\$550,000												17,559	
84	BURNETT BIOMEDICAL SCIENCE CENTER INFRASTRUCTURE	C	\$7,500,000												49,579	
85	ORLANDO REPERTORY THEATRE III RENOVATIONS	C	\$75,000												6,271	
86	RESEARCH LAB, LAKE NONA	C,P,B	\$6,412,845	\$7,268,738	\$9,180,000										9,459	
87	FOOD RETAIL VENTURE	O	\$2,500,000												12,000	
88	HOTEL AND CONFERENCE CENTER	P	\$60,000,000												198,027	
89	PARKING GARAGE VII	B	\$20,000,000												112,811	
90	JOHN C. HITT LIBRARY EXPANSION	CITF, P	\$44,114,399	\$40,471,926	\$40,471,926											

Attachment D

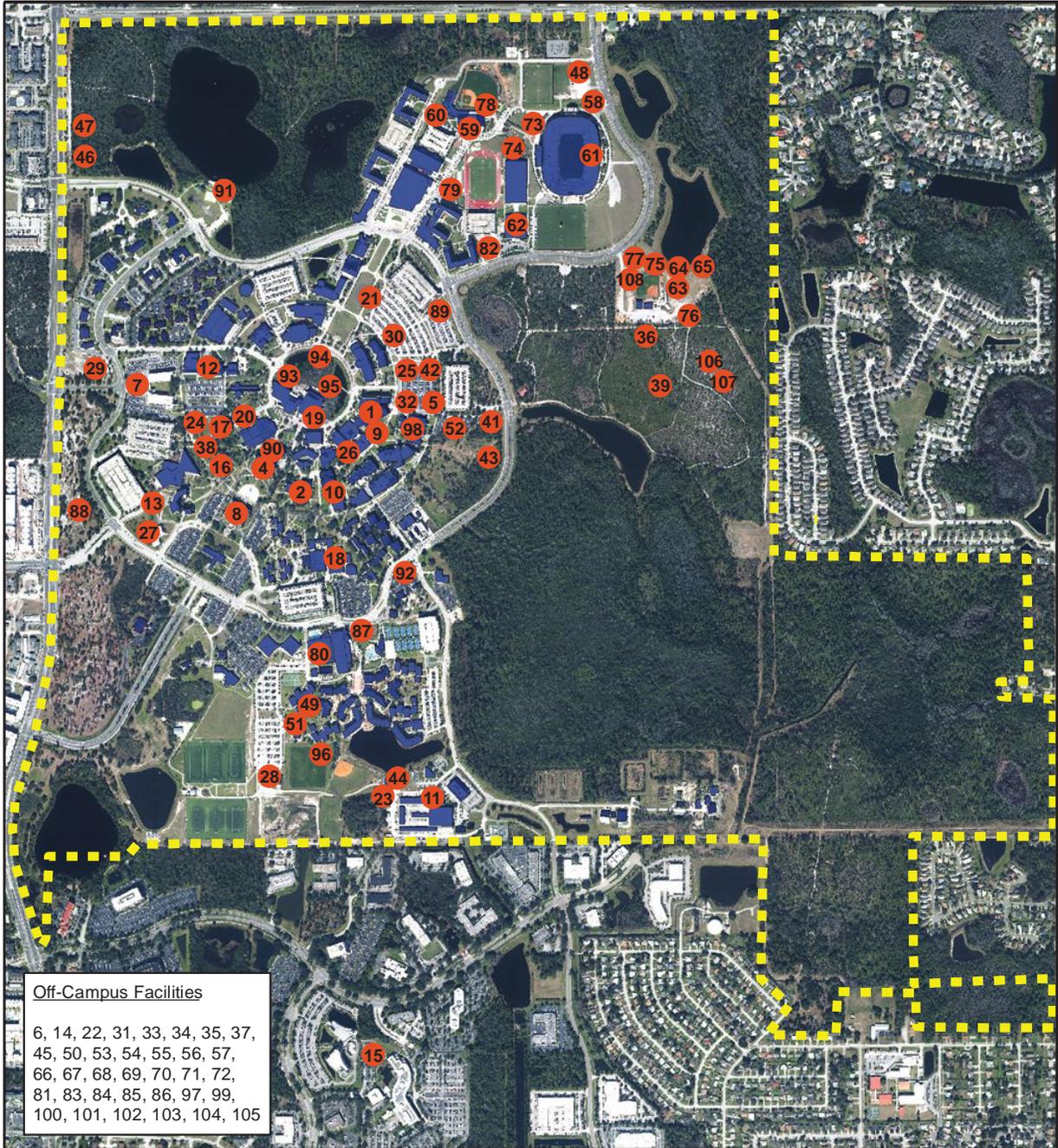


Figure 3-1

**Urban Design and Capital Improvements**

Comprehensive Master Plan Update  
**University of Central Florida**  
 Orlando, Florida  
 2015-2025



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

Rev 20161014

**Legend**

- 2015 Capital Improvements List Item
- Existing Buildings
- Boundary

To locate buildings on map, refer to Element 14: Capital Improvements List

