



**November 16, 2023 Governance Committee**  
Board of Trustees  
Live Oak Event Center  
Nov 16, 2023 10:45 AM - 11:15 AM EST

## Table of Contents

<b>I. Agenda.....</b>	<b>3</b>
GOVC Agenda.pdf.....	3
<b>A. Call to Order and Welcome</b>	
<b>B. Roll Call</b>	
<b>II. Minutes of the September 27, 2023 meeting.....</b>	<b>4</b>
Minutes for approval Sept2023.pdf.....	4
<b>III. Action</b>	
<b>A. GOVC - 1 Amendments to the Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association .....</b>	<b>6</b>
(Memo) GOVC-1: Amendments to the Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.pdf.....	6
(Executive Summary) GOVC-1: Amendments to the Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.pdf.....	7
(Attachment A) GOVC1: Collective Bargaining Agreement 2021-2024 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA) (redline).pdf.....	9
<b>B. GOVC - 2 FY2023 Presidential Assessment and Compensation Review.....</b>	<b>20</b>
(Memo) GOVC-2: FY2023 Presidential Assessment and Compensation Review.pdf.....	20
(Executive Summary) GOVC-2: FY2023 Presidential Assessment and Compensation Review.pdf.....	21

(Attachment A) GOVC-2: Presidential Assessment and Compensation Review Executive Summary.pdf.....	23
<b>IV. Information</b>	
<b>A. INFO - 1: President's FY2024 Goals.....</b>	<b>26</b>
(Memo) INFO-1: President's FY2024 Goals.pdf.....	26
(Executive Summary) INFO-1: President's FY2024 Goals.pdf.....	27
(Attachment A) INFO-1: University Goals for Presidential Assessment 2023-2024.pdf.....	28
<b>V. New Business</b>	
<b>VI. Adjournment</b>	



## November 16, 2023 Governance Committee

Board of Trustees

Nov 16, 2023 at 10:45 AM EST to Nov 16, 2023 at 11:15 AM EST

Live Oak Event Center, UCF Main Campus

Livestream: <https://youtube.com/live/egO4OEqLT7o?feature=share>

### Agenda

#### I. Agenda

**A. Call to Order and Welcome** 10:45 AM

Presenter: Michael Okaty

**B. Roll Call** 10:46 AM

Presenter: Tanya Perry

**II. Minutes of the September 27, 2023 meeting** 10:47 AM

Presenter: Michael Okaty

#### III. Action

Presenter: Michael Okaty

**A. GOVC - 1 Amendments to the Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association**

10:48 AM

Presenter: Maureen Binder

**B. GOVC - 2 FY2023 Presidential Assessment and Compensation Review** 10:58 AM

Presenter: Chair Alex Martins

#### IV. Information

**A. INFO - 1 President's FY2023 Goals** 11:13 AM

#### V. New Business

Presenter: Michael Okaty

#### VI. Adjournment

Presenter: Michael Okaty



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees  
Governance Committee Meeting  
September 27, 2023  
FAIRWINDS Alumni Center/Virtual**

**MINUTES**

**CALL TO ORDER**

Trustee Michael Okaty, Chair of the Governance Committee, called the meeting to order at 9:48 a.m. Committee members Bill Christy, Brandon Greenaway, Caryl McAlpin were in attendance and John Miklos attended virtually. The following board members were also in attendance: Chair Alex Martins (ex officio), Tiffany Altizer, Stephen King, and Jeff Condello (virtual).

**MINUTES**

Trustee McAlpin made a motion to approve the minutes from June 28, 2023, Governance Committee meetings and Trustee Greenaway seconded. The committee unanimously approved the minutes as submitted.

**ACTION**

At Chair Okaty's request, Youndy Cook, Vice President and General Counsel, confirmed there were no disclosures of conflict of interest from the Trustees.

**Amendments to Board of Trustees Policy Presidential Performance and Compensation Review (GOVC-1)**

Chair Martins presented amendments to the Board of Trustee Policy Presidential Performance and Compensation Review. The main amendment was to remove the requirement of utilizing an outside consultant to perform a review every third year. It was noted that this proposed change would align the university with the other state universities. Martins shared that the upcoming presidential assessment process will run from October 6 through November 16, and noted that additional details were provided as INFO-2 within the agenda packet.

Trustee Christy moved to recommend approval of GOVC-1 and Trustee McAlpin seconded. The motion was approved unanimously.

**Amendments to University Regulation UCF-2.003 Admission of Graduate Students (GOVC-2)**

Cook presented the proposed amendments to UCF-2.003 Admission of Graduate Students. The only amendment was to replace language that was inadvertently removed as part of revisions approved in June 2023.

Trustee Greenaway made a motion to recommend approval of GOVC-2, and Trustee McAlpin seconded. The motion was approved unanimously.

Central Florida Clinical Practice Organization Bylaw Amendments (GOVC-3)

Lauren Ferguson, Assistant Vice President for Board Relations, presented the proposed amendments to the Central Florida Clinical Practice Organization Bylaws. The proposed amendments were approved by the CFCPO board on September 13, 2023.

Trustee Greenaway made a motion to recommend approval of GOVC-3, and Trustee McAlpin seconded. The motion was approved unanimously.

**DISCUSSION**

Framework for Oversight of UCF Direct Support Organizations (DSOs) and Related Entities (DISC-1)

Ferguson presented an overview of the framework for the oversight of the university’s direct support organizations and related entities. It was noted that this project aims to enhance the oversight of these entities by the Board of Trustees and university leadership. Additionally, the framework is intended to accentuate the contributions of each DSO and related entity while ensuring their alignment with the university’s Strategic Plan. An update on the project is planned to appear before the Committee in February of 2024.

**INFORMATION ITEMS**

Two information items were included in the committee’s meeting materials: FY2023 Work Plan and Committee Charter Review (INFO-1) and Presidential Assessment Timeline (INFO-2).

**ADJOURNMENT**

The meeting adjourned at 10:02 a.m.

Reviewed by:

\_\_\_\_\_  
Michael Okaty  
Chair, Governance Committee

\_\_\_\_\_  
Date

Respectfully submitted:

\_\_\_\_\_  
Michael A. Kilbride  
Associate Corporate Secretary

\_\_\_\_\_  
Date



# Board of Trustees

*Governance Committee*

*November 16, 2023*

## **Agenda Item**

GOVC-1 Amendments to the Collective Bargaining Agreement 2021-2024 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA)

## **Proposed Committee Action**

The Governance Committee is asked to recommend to the Board of Trustees, on its non-consent agenda, ratification of the proposed amendments to the Collective Bargaining Agreement 2021-2024 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA)

## **Authority for Board of Trustees Action**

BOG Regulation 1.001(5)(a),(b)

Board of Trustees Policy Presidential Authority and Delegation, Section 5(e)

## **Supporting Documentation Included**

Attachment A: Collective Bargaining Agreement 2021-2024 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA) (redline)

## **Facilitators/Presenters**

Maureen Binder, Associate Vice President and Chief Human Resources Officer



# **GOVC-1: Amendments to the Collective Bargaining Agreement 2021-2024 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA)**

## **Executive Summary**

### **Objective**

Consider ratifying amendments to the Collective Bargaining Agreement 2021-2024 Between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association (PBA)

### **Summary of Key Observations/Recommendations**

On October 28, 2021, the UCF Board of Trustees entered into a three-year collective bargaining agreement with PBA that expires on September 30, 2024, and pursuant to that agreement, negotiations for reopened articles began in August 2023. The parties reached tentative agreement on the reopened articles on October 4, 2023, and the UCF Board of Trustees was notified that the union membership ratified the tentative agreement on October 12, 2023.

Additionally, this contract contains the following changes from the 2021-2024 agreement:

- In Article 13, Workday, Work Period, and Overtime, two sections were added to clarify compensation during university closures.
- In Article 20, Probationary Periods and Promotions, language was removed regarding base salary adjustments for probationary supervisors.
- In Article 25, Leave and Holidays, language was added to clarify the number of annual leave hours that are granted to the employee and that the personal holiday must be used by June 30 of the following year.
- In Article 29, Wages, each bargaining unit member's salary has either been adjusted to the identified starting salary or raised by \$5,000, whichever is greater. Additionally, all bargaining unit members shall receive a one-time seniority salary adjustment of \$500, \$750, or \$1,000 per year of service in their current rank as Officer, Corporal, or Sergeant while employed at the UCF Police Department (UCFPD), respectively.

All other articles remain status quo.

### **Additional Background**

Florida Board of Governors Regulation 1.001(5)(b) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters. Currently, 62 law enforcement officers at the University of Central Florida are represented for purposes of collective bargaining by the Central Florida Police Benevolent Association.

Under the Board of Trustees' Policy on Presidential Authority and Delegation, the Board

delegates the administration of collective bargaining agreements and matters to the President, who assigns a collective bargaining team to negotiate agreements. The collective bargaining team for this union is comprised of management and the human resources coordinator from the Police Department and representatives from central human resources. The Chief Human Resources Officer serves as the chief negotiator on behalf of the university.

### **Rationale**

The clarification of the compensation language in Article 13 and 25 makes it easier for covered members to understand the intent of the language and ensures that the language used in the agreement is reflective of the new system, Workday, and its processes. The increases agreed upon in the wage article support the President's Strategic Plan in the following ways: becoming a best place to work and learn – by offering a competitive wage to our Law Enforcement Officers (LEOs) within the Orlando and Central Florida market. Community and culture – targeting faculty and staff satisfaction by offering a competitive wage for a very difficult role to fill within the university community, LEOs.

### **Implementation Plan**

We expect that with the changes to the agreement, UCF can attract and retain our Law Enforcement Officers. We have started working with our Workday technical team to ensure that the clarification language in Article 13 and 25 is consistent with our Workday processes. Testing is currently underway and is proving to be successful. Regarding the wage article, upon approval from the Board of Trustees, the changes will be uploaded into Workday, effective December 8, and will be reflected on the December 29 paycheck.

### **Resource Considerations**

The total fiscal impact of the collective bargaining agreement is \$434,353.35, funded from the Division of Administration and Finance (Education and General Funds).

### **Conclusion**

The collective bargaining team appointed by the president to represent the University of Central Florida Board of Trustees recommends ratification of the amended articles of the UCF BOT-PBA Collective Bargaining Agreement for 2021-2024.



Article 13  
WORKDAY, WORK PERIOD, AND OVERTIME

Section 1. Work Period

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

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

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

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

1.5 This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given ten (10) calendar days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs. Special duty and overtime assignments do not change an employee's regular workweek, work hours, or days off and therefore are not covered by this paragraph.

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

1.7 The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least three (3) calendar days' notice of the special event assignment or there is an unforeseen law enforcement need. An employee who has volunteered for a special event and then must call in sick, shall normally contact the Department at least five hours in advance of the special event report time, utilizing standard procedures. If an employee who is scheduled to work a special event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

Section 2. Workday

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

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

2.3 If the University is closed for any purpose other than a State of Emergency (University closure, Order of the Governor, etc.) or university holiday, bargaining unit members shall have their Special Compensatory time bank credited with the number of hours equivalent to the number of regular scheduled work hours (twelve hours per day for personnel assigned to Patrol and eight hours for personnel assigned to non-patrol functions) for each day of the closure.

2.4 If the University is closed for a State of Emergency and a bargaining unit member works during the closure, bargaining unit members shall have their Special Compensatory time bank credited with the number of hours equivalent to the number of hours worked daily for each day of the closure.

### Section 3. Compensatory Time

3.1 An employee may accumulate up to 80 hours of overtime compensatory time.

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

### Section 4. Compensation for Special Duty

4.1 When an employee works an event for which the department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled work period, and a holiday(s) occurs or the employee uses sick leave, annual leave, or administrative leave in that work period, such employee will receive premium (time and one-half) pay for hours worked at that event. K-9 officers shall receive a minimum of forty-five dollars (\$45.00) per hour, or the premium time, whichever is greater, for all time worked on the special duty assignment while working the event with his K-9.

4.2 An employee reporting to a special duty event shall be guaranteed four hours of pay if an event is canceled prior to the end of the four-hour period covered by the guaranteed pay provision. If an event is concluded prior to one hour, the employee will be paid for two hours. If an event is concluded after one hour, but less than four hours, the employee shall be paid for four hours. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting to such duty will cause the employee to lose eligibility for the guaranteed four hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed four hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed four-hour period. This four-hour guarantee applies to each continuous period of special duty, even if

occurring during the same event. (For purposes of example only, this means that if an employee reports for special duty for a period of time and then is asked to report back three hours later for additional special duty, the employee will receive the four-hour guarantee for both periods of special duty for a total of eight hours or the actual hours worked, whichever is greater.)

## Section 5. Patrol Shift Selection (Bids)

5.1 Patrol shift selection shall be conducted twice a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be assigned by the Department without regard to seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order to staff the positions on each patrol shift without regard to seniority. In such case where there is not a qualified person who bid to fill a slot, the Department shall have the right to fill the vacant slot(s) with the most qualified employee. Agency Seniority, as used in this section, is defined as the time accruing to bargaining unit employees through continuous sworn full-time service while employed by the University. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference. Agency Seniority shall have preference if all Rank Seniority is equal. Agency Seniority shall start from the day an employee is hired to perform law enforcement services (sworn hire date) and shall not accrue while an employee is attending a law enforcement academy in order to be State certified as a Law Enforcement Officer. In the rare circumstances of all determining factors of Rank seniority, Agency seniority are equal as described above, and the parties cannot resolve the issue, then Agency seniority shall be determined by the date police certification in Florida was received by the unit member.

5.2 With respect to employees assigned without regard to seniority in accordance with Section 5A above, no employee shall be so assigned more than once every three years.

5.3 With respect to employees assigned without regard to seniority in accordance with Section 5A above, any such assignment shall be for the duration of the posted shift cycle.

With respect to employees assigned without regard to seniority in accordance with Section 5.1 above, employees shall be given a written reason(s) as to the assignment.

## Section 6. Patrol and Shift Differential

6.1 A payment of patrol differential of \$0.25 per hour for unit members who work patrol day shifts.

6.2 Patrol unit members will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or night shift of \$2.00 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.

6.3 The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay.

6.4 Employees who select a shift or are assigned a shift according to the annual shift selection process are eligible to receive a shift and/or patrol differential additive. Exceptions to

this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.

Article 20  
PROBATIONARY PERIODS AND PROMOTIONS

Section 1. Probationary Periods:

1.1 Each Law Enforcement Officer serves a probationary period of at least one year.

1.2 Law Enforcement Corporals and Sergeants serve a one-year probationary period that begins on the date of appointment.

1.3 Police officers serving their initial (entry) probationary period shall not be permitted to utilize the contractual grievance/arbitration procedure to contest discharge or other disciplinary action taken during probationary periods.

1.4 Bargaining unit employees serving a promotional probationary period shall be permitted to utilize the contractual grievance procedure for all purposes; except that a grievance challenging removal from the promotional position prior to the conclusion of the promotional probationary period shall be limited to Step 3 of the grievance procedure.

Section 2. Promotional Examinations.

The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the qualified list of candidates passing the written test, who, in its judgment, is most qualified to perform the duties as described in the class specification, and position description. Unit members promoted to the ranks of corporal or sergeant shall receive the minimum salary range for that position or a ten percent (10%) increase in base salary, whichever is greater. ~~Should the probationary supervisor's starting salary be greater than a supervisor with rank seniority, in the same classification, the senior supervisor's base salary will be adjusted so that the senior supervisor is making a minimum of \$.75 per hour greater than the newly promoted supervisor.~~

2.1 A written exam will be required of all employees who wish to be considered for a promotion and meet the minimum requirements as stipulated in Sections 2.13 and 2.14. Written exams will be based upon a job task analysis of the corporal and sergeant positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes. The passing score that must be obtained will be seventy-five percent (75%).

2.2 An employee must submit a request to take a promotional exam to the UCF Police Department Human Resources liaison no later than the first business day after January 1 of each calendar year. Failure by the employee to submit such request will disqualify the employee from eligibility to take the promotional examination.

2.3 Employees will be notified in writing of their eligibility or ineligibility for the promotional examinations for which they have submitted a request. Supervisor

promotional exams shall be given on even numbered years. Police Officer First Class promotional examinations shall be given on odd numbered years.

2.4 The Exam Administrator is to notify the University Human Resources Office and the Chief no later than January 15 of each calendar year, regarding: the date(s) of the exam; the place where the exam will be administered; the major categories to be covered by the exam; and the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.).

2.5 No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file in the University, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

2.6 The Exam Administrator will notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Chief.

2.7 Placement on the appropriate promotional list will be based on passing the written examination.

2.8 The University promotional list shall be effective July 1st of each calendar year the exam is administered. Names shall be retained on the promotional list for a period of two (2) years.

2.9 The University's promotional list, consisting of the name, final passing score, and position on the appropriate list, shall be posted.

2.10 Eligibility to Take Promotional Examination(s).  
Supervisor Exam. Any certified police officer who has immediately prior to the promotion examination - (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency - shall be eligible to take the promotional examination for Supervisor if the officer otherwise meets all of the qualifications for the promotion. Any combination of experience may be used, so long as there is one year of certified law enforcement officer experience in the Department.

### Section 3. Promotion Eligibility and Promotions.

3.1 Definition. For purposes of this article, the terms certified or certification shall refer to the official date of law enforcement certification as determined by the Florida Department of Law Enforcement.

3.2 Upon the passing of the Supervisor exam, the unit member is eligible to be promoted to the rank of Corporal. Successful completion of the probationary period in the rank of Corporal shall be a prerequisite for promotion to Sergeant.

3.3 No employee shall be eligible for promotion, regardless of performance on the promotional examination, unless the employee has been ranked overall "Satisfactory" or higher on his last two (2) Performance Evaluations. No employee shall be eligible for promotion, regardless of performance on the promotional examination, if he has received formal disciplinary action above the level of written reprimand for an incident occurring within twelve (12) months prior to the actual appointment (promotion).

3.4 If the University uses oral interviews, at least one (1) of the interviewers must be from an outside law enforcement agency. The local PBA representative will be provided the names of the individuals to serve on the interview committee. Questions asked at the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.

3.5 Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and who are actively on the University's promotional list. All qualified employees shall be interviewed in such case. This provision does not change the requirement that a candidate for promotion to Sergeant must have successfully completed the probationary period in the rank of Corporal prior to consideration for promotion to Sergeant.

3.6 Employees who do not receive a promotion for which they applied will retain their position on the promotional list, which shall expire once a new list has been declared, in writing, by the Chief of Police. After a promotional list has expired, an employee must retake the Supervisor Exam in order to be eligible for continued eligibility for promotion.

#### Section 4. Police Officer First Class Program.

4.1 Those officers meeting the eligibility requirements to take the promotional examination for supervisor shall be eligible to test for Police Officer First Class.

4.2 Promotion to the rank of Police Officer First Class shall be based exclusively on the results of a written test. The examination request process, notification process and testing process shall be the same as indicated in 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6.

4.3 All officers who receive a passing score on the Police Officer First Class examination shall be promoted to the rank of Police Officer First Class.

4.4 Officers who attain the rank of Police Officer First Class shall receive a one-time payment of \$1,000 to reward their promotion. After the year of promotion, for each full calendar year in which an officer holds the rank of Police Officer First Class,

the officer will be paid a bonus of \$1,000 no later than the first pay period of September.

4.5 The rank of Police Officer First Class shall not be used for shift selection or vacation preferences but shall be treated in the same manner as the Police Officer Rank for selection preferences.



Article 25  
LEAVE AND HOLIDAYS

Section 1. Leave.

Vacation, sick, Administrative Leave for bereavement, and job-related disability leave shall be governed by existing University policy applicable to the bargaining unit employees and this agreement.

1.1 An administrative leave day shall be defined as the number of hours the bargaining unit member is regularly scheduled to work on the day leave is granted. Three (3) days of administrative leave shall be granted for bereavement purposes.

Section 2. Leave to Supplement Worker's Compensation Benefits and Alternate Duty.

The use of paid leave to supplement worker's compensation benefits and the performance of alternate duty due to temporary inability to perform regular job duties as a result of an on-the-job injury shall be governed by existing University policy applicable to the bargaining unit employees.

Section 3. Holidays shall be governed by existing University policy and this agreement.

3.1 The following holidays are recognized paid holidays by the University:

New Year's Day – \_\_\_\_\_ January 1  
Martin Luther King's Birthday – \_\_\_\_ Third Monday in January  
Memorial Day – \_\_\_\_\_ Last Monday in May  
Independence Day – \_\_\_\_\_ July 4  
Labor Day – \_\_\_\_\_ First Monday in September  
Veteran's Day – \_\_\_\_\_ November 11  
Thanksgiving – \_\_\_\_\_ Fourth Thursday in November  
Day After Thanksgiving – \_\_\_\_\_ Fourth Friday in November  
Christmas Day – \_\_\_\_\_ December 25

~~Personal Holiday (1) – granted on July 1 of each year and must be used by June 30<sup>th</sup> of the following year.~~

Holiday hours shall be observed as from 0001 to 2400 hours of the designated holidays enumerated above.

3.2 Unit members shall receive special compensation for each recognized holiday in the amount of one (1) shift per holiday. Said shift is defined as the number of regular hours the unit member is normally assigned to perform.

~~3.3 Unit members shall receive (1) Personal Holiday on July 1<sup>st</sup> of each year in the form of eight (8) annual leave hours, to be used by June 30<sup>th</sup> of the following year. If the unit member fails to use the hours by June 30<sup>th</sup> of the following year, the hours shall be forfeited.~~

Article 29  
WAGES

Section 1. Salary Increases.

1.1 For Fiscal Year ~~2023-24~~2023-24, the University will adjust each bargaining unit member's base salary to reflect the identified starting salary for the range identified under Section 3 of this ~~article, or article or~~ implement a base salary Market Equity Pay Adjustment-increase of ~~\$5,000~~3,200, whichever is greater. ~~In addition, all bargaining unit member shall receive a one-time seniority salary adjustment of \$500 per year for each year of service at their current rank of Officer while employed at the UCF Police Department (UCFPD). Bargaining unit members in the rank of Corporal shall receive a one-time seniority salary adjustment of \$750 per year for each year of service at their current rank of Corporal while employed at the UCF Police Department (UCFPD). Bargaining unit members in the rank of Sergeant shall receive a one-time seniority salary adjustment of \$1,000 per year for each year of service at their current rank of Sergeant while employed at the UCF Police Department (UCFPD).~~ These adjustments shall become part of the bargaining unit members base salary and will be effective no later than the pay period beginning ~~January 6~~December 8, 2023, and paid on January 27, 2023. This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature above the contractual amounts established in this Article.

1.2 The salary adjustments in 1.1 shall be expressed as an hourly rate and added to the hourly base salary of each eligible bargaining unit member.

1.3 In the event that any increase provided for in this subsection would have the effect of increasing a unit member's salary above the maximum pay for the range, the unit member's base salary shall be raised to the extent permitted without exceeding the maximum range. Any additional amount needed to total the applicable salary adjustments contained herein shall be paid to the unit member as a one-time supplement, not to exceed \$5,000, and which shall not become part of the unit member's base salary.

Section 2. Eligibility Criteria for Salary Increases

2.1 Employees are eligible for the increases referenced in this article unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented.

2.2 Employees are eligible for the increases referenced in this article if they were employed in a regular position on December 1, 2022, and continuously employed until the administration of the increases.

2.3 Employees who have given notice of a resignation or received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

Section 3. The pay ranges for each of the respective ranks are as follows:

1. Officer: ~~\$50,000—\$70,000~~ \$55,018.80 (\$26.35/hr) - \$75,000.96 (\$35.92/hr)
2. Corporal: ~~\$60,000—\$80,000~~ \$65,020.32 (\$31.14/hr) - \$85,002.48 (\$40.71)

3. Sergeant: ~~\$70,000—\$90,000~~ \$75,000.96 (\$35.92/hr) - \$95,004.00 (\$45.50)

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

Section 4. Other Funds.

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

Section 5. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall adhere to the required statutory obligations as contained in FS Chapter 447.

Section 6. Investigations Unit. Any bargaining unit member assigned to work in the Investigations Unit will receive a five (5) percent differential added to base pay for the period of assignment to Investigations.

Section 7. Field Training Officer (FTO) Pay.

FTO pay shall be at the rate of sixty (60) dollars per shift.

Section 8. K-9 Handlers will receive an additional forty-five (45) minutes of compensable time per calendar day while assigned to handle a department canine.



# Board of Trustees

*Governance Committee*

*November 16, 2023*

## **Agenda Item**

GOVC-2: FY2023 Presidential Assessment and Compensation Review

## **Proposed Board Action**

The Governance Committee is asked to recommend to the Board of Trustees, on its non-consent agenda, approval of the Presidential Assessment and Compensation Review Executive Summary.

## **Authority for Board of Trustees Action**

Board of Governors Regulation 1.001

### **Supporting Documentation Included**

Attachment A: Presidential Assessment and Compensation Review Executive Summary

### **Facilitators/Presenters**

Alex Martins, Chair, Board of Trustees



# FY2023 Presidential Assessment and Compensation Review

## EXECUTIVE SUMMARY

### **Objective**

Consider the Presidential Assessment and Compensation Review Executive Summary and outlined compensation recommendations.

### **Summary of Key Observations/Recommendations**

In June 2021, the Board approved a plan for evaluating the president's performance. The plan included an incentive award plan to be utilized in determining the president's annual incentive award. For Fiscal Year 2023, the Board approved a potential incentive compensation award of up to \$300,000.

The presidential assessment process began with the submission of a written management review statement and annual self-assessment to the trustees. Thereafter, the Vice President and General Counsel conducted individual interviews with all trustees to discuss their assessment of the president based on the approved presidential assessment criteria. The assessment includes two parts: an assessment of the president's leadership competencies and an assessment of the president's progress and accomplishments related to the incentive plan goals. Additionally, the Chair of the Board of Trustees requested input from the Chair of the Board of Governors (BOG).

Based on all feedback received, the Vice President and General Counsel compiled the Presidential Assessment and Compensation Review Executive Summary (Attachment A) in consultation with the Chair of the Board of Trustees.

### **Additional Background**

Board of Governors Regulation 1.001 requires the Board to conduct an annual evaluation of the president. The UCF Board of Trustees Policy on Presidential Performance and Compensation Review specifies the process to be used and assigns responsibility to the Governance Committee to organize and conduct the annual assessment process with the president and review the president's compensation.

### **Rationale**

Per BOG regulation 1.001 University Board of Trustees Powers and Duties and the UCF Board of Trustees Policy on Presidential Performance and Compensation Review, an evaluation of the president's performance, goals, and compensation is required by the UCF Board of Trustees annually.

### **Implementation Plan**

If approved by the Board of Trustees, the university will promptly update the president's compensation and provide for the payment of any incentive compensation award.

### **Resource Considerations**

If approved, non-state resources would be used to fund the incentive compensation payment.

### **Conclusion**

Staff suggests that the committee recommend approval of the Presidential Assessment and Compensation Review Executive Summary and compensation recommendations as presented to the Board of Trustees.

**2022-2023**

**Presidential Assessment and Compensation Review**

Assessment Process and Criteria

The Board Policy on Presidential Performance and Compensation Review requires an annual assessment of the president's performance. The task of conducting this annual assessment is assigned to the Board of Trustees Governance Committee. After the September 28, 2023, Board meeting, Trustees were provided with information about the presidential assessment process, including a timeline of events and an assessment questionnaire. Each trustee was interviewed by Youndy Cook, Vice President and General Counsel, using that assessment questionnaire. The Board Chair also sought the input of Brian Lamb, Chair, Florida Board of Governors.

The assessment is divided into two parts. First, the Assessment of Leadership Competencies (personal characteristics; strong academic leader/faculty focus; student focus; proven record of diversity and inclusion; partnerships and external relations; administrative leadership, judgement, and decision making; fundraising and diversification of resources; athletics knowledge, knowledge of metropolitan universities; visionary leader; relationship with governance; financial acumen; and overall assessment), which used assessment ratings of: Exceeds Expectations, Meets Expectations, and Does Not Meet Expectations. Second, the Assessment of Fiscal Year 2023 Goals (student success and well-being; discovery and exploration; community and culture; and innovation and sustainability), which used assessment ratings of: Superior, Very Good, Satisfactory, Less than Satisfactory, and Unsatisfactory.

Executive Summary

President Cartwright exceeded the Trustees' expectations in his role as President of the University of Central Florida over the past year. He demonstrated strong leadership skills, strategic thinking, and a deep understanding of the university's mission and values. He elevated the profile of the University, as evidenced by record-breaking philanthropic achievement, high profile partnerships, increased state support, and rising position in prominent national rankings. Trustees recognize that students and faculty are thriving under President Cartwright's leadership, with increasing graduation rates, fewer students graduating with student loan debt, historically high total research expenditures, and increasing faculty numbers. Finally, Trustees noted Dr. Cartwright, with many accomplishments as of today, has more to do and cannot stop pushing the University forward.

In sum, Trustees are confident that Dr. Cartwright is leading UCF in the right direction. Overwhelmingly, Trustees express that the University is lucky to have Dr. Cartwright at the helm.

Chair Brian Lamb offered that President Cartwright has become a trusted advisor to the BOG and specifically the Chair. He noted that President Cartwright has shown outstanding leadership at UCF and has positioned the university for great success in the future. Chair Lamb also pointed to President Cartwright's relationship building in the Central Florida community as well as at the state level that has created great benefit to the institution. Finally, Chair Lamb noted that UCF is fortunate to have Alex Cartwright as its President and leader.

## Leadership Criteria and Goals Assessment Highlights

The Trustees were in agreement that President Cartwright's overall performance Exceeded Expectations. President Cartwright was rated highest in the categories of relationship with governance, personal characteristics, student focus, and knowledge of metropolitan universities. Some highlights include:

- **Relationship with Governance.** In addition to expressing that UCF is lucky to have President Carwright, Trustees recognize President Cartwright is highly respected and trusted within the system, and that his relationships with the Board of Governors and in Tallahassee are a source of success for UCF. His efforts to connect with the campus and local communities are noted and appreciated. Several trustees expressed how much they enjoyed their working relationships with President Cartwright, both for his communications with them as trustees and for his willingness to listen.
- **Personal Characteristics.** In this category, trustees praised Dr. Cartwright's communication skills, his willingness to go the distance, his genuine and warm nature, and his approachability. President Cartwright is known as a person of high integrity and unafraid to lead through sensitive and challenging matters. More than one trustee commented that they feel confident that President Cartwright, given how well he has handled sensitive matters already, could readily handle difficult situations that may arise.
- **Student Focus.** He was praised for his focus on students and faculty, and for the ease he has in making a real connection with them, particularly in the context of smaller events. One trustee commented that in their experience university presidents were rarely so focused on student success. Another trustee praised President Cartwright for being so skilled at addressing challenging situations while balancing the interests of faculty and students.
- **Knowledge of Metropolitan Universities.** Dr. Cartwright has a clear vision for UCF as the University For the Future. Many trustees recognized Dr. Cartwright's communication skills, which allow him to articulate this vision effectively to internal and external stakeholders. The 2022-2027 Strategic Plan Unleashing Potential is a powerful roadmap to guide President Cartwright and help cement the mission at all levels of the institution.
- **Other Comments.** Where trustees had suggestions for the President were in areas where the trustees note that the University needs to build on past success to achieve more. For example, seeking more strategic partnerships; securing more funding; resolving operational challenges and working towards a culture of accountability; exploring additional revenue channels; and closing the gap on preeminence metrics.

The Trustees were in agreement that President Cartwright's performance against his Fiscal Year 2023 Goals was Very Good.

- **Student Success and Well-Being.** Multiple trustees recognized the improvements in student achievement, while also recognizing the need to stay focused on those metrics and to support student well-being. More than one trustee brought up the need to highlight UCF's unique student population when addressing the preeminence metrics. Another trustee praised the array of support services available to students, while suggesting more effort on connecting students to those services.



- Discovery and Exploration. Trustees see that the President is focused on research and already those efforts are bearing fruit. One trustee complimented UCF’s hiring in faculty clusters as a way to change how people work together. UCF exceeded the annual target for patents awarded, and faculty FTE is at an all-time high. However, other targets have not yet been attained.
- Community and Culture. More than one trustee commented that this area is a particular strength for the President, while one Trustee highlighted the culture change taking shape. Various trustees praised the President for his success in securing important partnerships and in expanding UCF’s presence in the community. More remains to be done in this area.
- Innovation and Sustainability. Many Trustees recognized Dr. Cartwright’s positive impact on UCF’s brand and reputation, as reflected in national rankings and funding. Other Trustees noted the need to press forward in seeking more, and more diversified, revenue to support the University’s strategic endeavors.

#### Compensation Recommendation

In addition to the assessment of the President’ Leadership Competencies and performance toward the Fiscal Year 2023 Goals, an annual evaluation of the president’s base and incentive compensation was conducted in accordance with the Board’s Policy. Chair Martins considered an analysis of presidential compensation data for national, high-research universities comparable to UCF as well as total presidential compensation data for the Florida State University System (SUS) presidents.

Based on this information, as well as President Cartwright’s strong performance and contributions to UCF over the past year, the Board Chair recommends the following:

- New Base Salary : \$825,000
- Incentive Compensation Award (Fiscal Year 2023): \$290,000

This compensation and incentive compensation award are fair and competitive and will help to retain President Cartwright, which is a stated goal of many of the Trustees on the Board.

The Board Chair is confident that President Cartwright will continue to lead UCF so as to Unleash the Potential of all who work, learn, teach, collaborate, partner, and research here at UCF – The University *for* the Future.

Prepared by: Youndy C. Cook, Vice President and General Counsel, in consultation with Alex Martins, Chair, UCF Board of Trustees

Submitted by: Alex Martins, Chair, UCF Board of Trustees



# Board of Trustees

*Governance Committee*

*November 16, 2023*

## **Agenda Item**

INFO-1: President's FY2024 Goals

## **Proposed Board Action**

N/A

## **Authority for Board of Trustees Action**

N/A

### **Supporting Documentation Included**

Attachment A: University Goals for Presidential Assessment 2023-2024

### **Facilitators/Presenters**

Alex Martins, Chair, Board of Trustees



# President's FY2024 Goals

## EXECUTIVE SUMMARY

### Objective

This item is presented for the Governance Committee's review of the President's annual goals for 2023-2024.

### Summary of Key Observations/Recommendations

- Since 2022-2023, the President's goals have been configured to align with the university's strategic plan, which was approved by the Board of Trustees in May of 2022.
- UCF's 2022-27 Strategic Plan includes goals and metrics in the areas of:
  - Student Success and Well-being;
  - Discovery and Exploration;
  - Community and Culture;
  - and, Innovation and Sustainability.

### Additional Background

Prior to the approval of UCF's 2022-27 Strategic Plan, as outlined in the President's employment agreement, the President submitted annual goals with specific objectives crafted in consultation with the Board Chair. In 2021, Board of Trustees requested that the President's annual goals align with the goals and outcomes outlined in the Strategic Plan once approved.

### Rationale

These goals are presented annually to the Committee for review and feedback.

### Implementation Plan

Upon approval by the Board of Trustees, these goals will serve as the President's goals for 2023-2024.

### Resource Considerations

N/A

### Conclusion

Review and provide further input on the President's FY2024 Goals.

## University Goals for Presidential Assessment 2023-2024

### 1. Student Success and Well-Being

- a. Accelerate undergraduate progression and graduation; reduce interferences that cause hardship or delay.
- b. Enrich the student learning experience for the development of career and cultural competencies.
- c. Provide financially accessible educational experiences.

STRATEGIC PLAN METRICS	CURRENT BASELINE	ANNUAL TARGET	PLAN GOAL 2026-27
FTIC Freshman Retention Rate	92.2%	93%	93%
FTIC 4-Year Graduation Rate	54.2%	56%	65%
FTIC 6-Year Graduation Rate	74.8%	76%	76%
FTIC Pell Recipient 6-Year Graduation Rate	71.7%	73%	76%
FCS AA 3-Year Graduation Rate	50.9%	60%	70%
Percentage of Graduating Students with HIP	86.9%	90%	100%
Percentage of Graduates Enrolled or Employed	65.9%	66%	70%
Percentage of Graduates without Federal Loan	62%	60%	60%

### 2. Discovery and Exploration

- a. Increase focus on research by supporting basic, applied, clinical, and translational research activities.
- b. Extend the impact, application, and commercialization of knowledge.
- c. Recruit and retain highly qualified faculty, post-doctoral appointees, and doctoral students to increase academic outcomes and support our research activity.

STRATEGIC PLAN METRICS	CURRENT BASELINE	ANNUAL TARGET	PLAN GOAL 2026-27
Total Research Expenditures	\$221M	\$255M	\$350M
Patents Awarded Annually	62	55	55
Licenses and Options Executed Annually	26	36	36
Number of Start-up Companies Created	2	4	6
Faculty FTE	1,845	1,880	2,100
Post-doctoral Appointees	152	200	225

### 3. Community and Culture

- a. Become an employer of choice by recruiting, retaining, and developing the best talent and strengthening our culture of inclusion, collaboration, and engagement.
- b. Establish lifelong connections with our community through athletic and alumni engagement activities.
- c. Establish comprehensive partnerships that integrate education, research, the arts, service, workforce development, and philanthropic engagement.

STRATEGIC PLAN METRICS	CURRENT BASELINE	ANNUAL TARGET	PLAN GOAL 2026-27
National Academy Memberships	8	9	10
Faculty and Staff Satisfaction	66%	70%	80%
Carnegie Classification for Engagement	Yes	Yes	Yes
Alumni Participation Rate	7.7%	8.0%	9.0%
Pegasus Partnerships	2	4	5

### 4. Innovation and Sustainability

- a. Diversify the university's revenue and resource base to reduce financial vulnerability and provide flexible funds for strategic investment.
- b. Institutionalize campus sustainability with a focus on service excellence.
- c. Enhance UCF's brand and national reputation.

STRATEGIC PLAN METRICS	CURRENT BASELINE	ANNUAL TARGET	PLAN GOAL 2026-27
Endowment Value	\$228.4M	\$266M	\$350M
Annual Fundraising	\$114M	\$100M	\$100M
STARS Rating	Silver	Silver	Gold
U.S. News Peer Evaluation Score	2.9	3.1	3.3