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## **ARTICLE 10**

### ***EMPLOYEE PERFORMANCE EVALUATIONS***

#### **10.1 Policy.**

(a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified in Section 10.4. Any employee whose employment will continue into the next academic year shall be evaluated. Employees shall be evaluated according to the most recently approved standards and procedures in place prior to the beginning of the evaluation period.

(b) Annual Evaluation Period. The annual evaluation period shall be for the calendar year, beginning January 1<sup>st</sup>. The evaluation period for research may be longer than one year if specified in the approved procedures and standards.

(c) Sustained Performance Evaluations. Tenured employees shall receive a sustained performance evaluation once every seven (7) years following the award of tenure or their most recent promotion. The purpose of this evaluation is to document sustained performance during the previous seven (7) years of assigned duties to evaluate continued professional growth and development.

(d) Cumulative Progress Evaluations. Beginning in the second year of employment, employees eligible for consideration for promotion to the rank of associate professor and/or tenure shall be informed annually of their progress toward promotion and/or tenure. Each year's cumulative progress evaluation shall build upon prior cumulative progress evaluations so that an employee's progress toward tenure and/or promotion in a given year will be viewed in the context of attainments over the entire tenure and/or promotion earning period. The cumulative progress evaluations are intended to provide an accurate assessment of cumulative performance as leading to attainment of promotion and/or tenure.

#### **10.2 Sources and Methods of Evaluation.**

(a) Each employee shall prepare an annual activity report.

(b) In preparing the annual evaluation, the person(s) responsible for evaluating the employee shall consider, where appropriate, information from the following sources: immediate supervisor, peers, students, employee/self, other University officials who have responsibility for supervision of the employee, and individuals to whom the employee may be responsible in the course of a service assignment, e.g., public school officials when an employee has a service assignment to the public schools.

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(c) Observation/Visitation. The employee, if assigned teaching duties, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation. If the employee determines that this date is not appropriate because of the scheduled class activities, the employee may suggest a more appropriate date. If classroom observation or visitation will be considered in an employee's annual evaluation, no fewer than two (2) observations shall be made.

### 10.3 Procedures and Standards.

(a) Annual Evaluation. Annually, the department chair or unit head will prepare a written annual evaluation of all employees.

(1) The proposed written annual evaluation shall be provided to the employee within ninety (90) days after the end of the evaluation period.

(2) The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file. The evaluation shall be signed and dated by the person performing the evaluation and by the employee. The employee may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee.

(3) Upon written request from the employee, the person(s) responsible for supervising and evaluating an employee shall endeavor to assist the employee in addressing any performance deficiencies.

(b) Each University department or unit shall maintain procedures and standards by which to evaluate each employee, taking into account the criteria specified in Section 10.4 Evaluations shall use the rating categories of outstanding, above satisfactory, satisfactory, conditional, and unsatisfactory in each area of assignment and for the overall evaluation. (1) A committee of at least six (6) members including four (4) tenured unit faculty elected by the unit, the department chair or unit head, and one representative appointed by the dean will participate in the development or revision of evaluation procedures and standards. In a department or unit with fewer than four (4) tenured faculty, the entire department or unit shall serve on the committee, along with the department chair or unit head and one member appointed by the dean.

(2) Tenured faculty in the department or unit shall recommend the procedures and standards or changes thereto-developed by the committee by a majority vote in a secret ballot. If a department or unit has fewer than four (4) tenured faculty, all faculty in the department shall participate in the vote until such time as the department or unit has four (4) or more tenured faculty. The faculty vote shall be forwarded to the dean along with the committee's recommendations.

(3) The proposed procedures and standards, or revisions thereof, first shall be reviewed at the college level by the dean for consistency with the missions and goals of the college. If the dean determines that the recommended procedures and standards do not meet the mission and goals of the college, the dean may refer them back to the department for revision with a written statement of the reasons for non-acceptance.

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(4) Once the department and the college have developed and reviewed the procedures and standards, they will be forwarded to the president or president's representative for review and approval to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement. If the president or president's representative determines that the recommended procedures and/or standards do not meet the missions and goals of the university or do not comply with this Agreement, the proposal shall be referred to the college for revision by the department with a written statement of reasons for non-approval.

(5) If, one year after the initiation of the process described in 10.3(b), procedures and standards acceptable to the dean and president or president's representative have not been approved by the department or unit, draft procedures and standards, committee and department votes, and comments from the employees, committee, and the dean shall be forwarded to the president or president's representative for consideration. The president or president's representative, shall, in conjunction with the dean and the department head, and in consideration of the opinions of the employees and of approved procedures and standards for other departments and units, develop and institute new department or unit standards. These standards shall remain in place until such time as new standards and procedures are developed and approved according to the procedure outlined in 10.3(b).

(6) Approved procedures, standards and revisions thereof shall be kept on file in the department or unit office. Upon written request, employees in each department or unit shall be provided an electronic copy of that department or unit's current procedures for annual evaluation.

(7) Review of annual procedures and standards must occur on a regular basis and must be completed no later than five (5) years after the adoption or most recent review of those procedures and standards. The president or president's representative, the dean, and/or a majority of the tenured employees in the department or unit may initiate the review of procedures and standards at any time. The process for reviewing a department or unit's procedures and standards shall be the same as the process for developing procedures and standards as described in 10.3(b). The effective date for any revisions shall be the start of the annual evaluation period that begins after the date the revisions are approved by the president or president's representative and the employees of the department/unit are so informed in writing.

(c) Sustained Performance Evaluations and Performance Improvement Plan.

(1) At the end of seven (7) years of tenured service, and each subsequent seven (7) year period, an employee's sustained performance will be evaluated by the department chair or unit head, as appropriate. This evaluation will consist of a review of the annual evaluations for that seven-year period. If the employee's performance is, on average, below satisfactory for that seven-year period in any area of assigned duties, then the employee must be issued a performance improvement plan. For each area of assigned duties, the average shall be determined by assigning a value of 4 for Outstanding, 3 for Above Satisfactory, 2 for Satisfactory, 1 for Conditional, and 0 for Unsatisfactory to each of the employee's evaluations in that area over the seven-year period and computing the numeric average. A value below 1.5 shall be considered below satisfactory performance in that area of assigned duties.

(2) A performance improvement plan shall be developed by the employee in concert with the supervisor and shall include specific measurable performance targets with target dates that must be

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completed in a period of three (3) years. The performance improvement plan shall be approved by the dean and the president or president's representative. The performance improvement plan shall address only those areas of the assignment for which performance was found to be below satisfactory, provided that the employee maintains satisfactory performance in other areas of assignment.

(3) When an employee has a performance improvement plan, the department chair or unit head will evaluate the employee's performance on the plan. The dean will also provide a separate evaluation of the employee's performance on the plan.

(4) The University shall provide for a process to accommodate instances when the employee and the supervisor cannot agree on the elements to be included in the performance improvement plan.

(5) It is the responsibility of the employee to attain the performance targets specified in the performance improvement plan. Lack of success may result in dismissal. The employee may attach a concise response to the evaluation, which will be included in the evaluation file.

(d) Cumulative Progress Evaluations. All cumulative progress evaluations shall be completed during the same semester as the annual performance evaluation. Beginning with the second year of employment, an employee who is eligible for tenure and/or promotion to the rank of associate professor shall receive a cumulative progress evaluation, to inform the employee of his or her progress toward tenure and/or promotion. In subsequent years, such an employee shall receive a cumulative progress evaluation to inform the employee of his or her progress towards tenure. The cumulative progress evaluation is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure and/or promotion. Separate cumulative progress evaluations shall be provided by the tenured faculty members of the department/unit (excluding the chair/head and dean). For cumulative evaluations of progress towards promotion to professor, only tenured professors participate in the tenured faculty member's evaluation. If the department or unit has fewer than three tenured faculty or tenured professors, as appropriate, the dean may increase the committee membership to three using tenured faculty or tenured professors, as appropriate, from other departments or units. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the cumulative progress evaluation which were not resolved in previous discussions with the evaluator.

#### 10.4 Criteria.

(a) The annual performance evaluation shall be based upon the professional performance of assigned duties to include, where applicable:

(1) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, effective student performance evaluation procedures, and adherence to accepted standards of professional

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behavior in meeting responsibilities to students. The learning objectives of each course, the means of assessing learning objectives, and the actual outcomes of the assessment should be assessed as part of the teaching performance. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the employee's teaching assignment. The teaching evaluation must take into account any relevant materials submitted by the employee, including the results of peer evaluations of teaching, and may not be based primarily on student evaluations when this additional information has been made available to the evaluator.

(2) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to, published books; articles and papers in professional refereed journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; funded grant activities; and research and creative activity that has resulted in publication, display, or performance. The evaluation shall include consideration of the employee's research quality and productivity during the evaluation period, other creative programs and contributions, and recognition by the academic or professional community.

(3) Public service that extends professional or discipline-related contributions to the community; the state, including public schools; and the national and international community. This public service includes contributions to scholarly and professional organizations, governmental boards, agencies, and commissions that are beneficial to such groups and individuals.

(4) Participation in the governance processes of the University through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the University through participation in regular departmental or college meetings.

(5) Other assigned University duties, such as attending commencement ceremonies, advising, counseling, supervision of interns, and academic administration, or as described in a position description, if any, of the position held by the employee.

(6) All summer activities for which an employee receives compensation from the university shall be reported and shall be evaluated according to the criteria set forth in section 10.4(a). An employee may report activities related to the areas of assignment that are performed during times that the employee is not compensated by the university; if reported upon, these activities shall be evaluated.

(b) Sustained Performance Evaluations.

(1) The sustained performance evaluation shall be based upon a review by the department chair or unit head, every seven (7) years, of the prior seven (7) years' annual evaluations, including all areas addressed in the annual evaluations.

(2) Where there is a performance improvement plan for an employee, adherence to that plan, including targets and target deadlines, will be the sole criteria for the performance improvement plan evaluation.

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(c) Cumulative Progress Evaluations.

(1) Progress toward the promotion to the rank of associate professor with tenure will be assessed based on professional performance of teaching, research, and service, and the likelihood of future contributions at or exceeding current levels of performance.

(2) Progress toward tenure for tenure earning associate professors will be assessed based on the professional performance of teaching, research, and service, and the likelihood of future contributions at or exceeding current levels of performance.

(3) Progress toward tenure for tenure earning professors will be assessed based on the professional performance of teaching, research, and service, the achievement of national and/or international prominence, evidence of advancing their field of study, and the likelihood of future contributions at or exceeding current levels of performance.

(4) If requested by the employee, progress toward the rank of professor will be assessed based on the professional performance of teaching, research, and service, the achievement of national and/or international prominence, evidence of advancing their field of study, and the likelihood of future contributions at or exceeding current levels of performance.

10.5 Proficiency in Spoken English

(a) Employees must, to be involved in classroom instruction beyond one (1) semester, establish proficiency in the oral use of English, as set forth in Section 1012.93, Florida Statutes, and any applicable Board of Education or Board of Governors rule or resolution.

(b) For non-tenured employees found to be deficient in the oral use of English as set forth in Section 10.5(a), the University shall provide, as needed, one or two month-long sessions with post-training evaluations administered through the Center for Multicultural and Multilingual Studies. Employees who require more than two sessions to speak English effectively will have to rely upon personal resources to correct this deficiency. Failure to correct the deficiencies may result in termination. This paragraph shall apply only during the first three years of employment.

10.6 Employee Assistance Programs. Neither the fact of an employee's participation in an employee assistance program nor information generated by participation in the program, shall be used as evidence of a performance deficiency within the evaluation process described in this Article, except for information relating to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the president or president's representative have agreed.

**ARTICLE 23**

**SALARIES**

23.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally. To that end, the parties are committed to working toward the common goals of the University of Central Florida. This policy statement is not subject to Article 20, Grievance Procedure.

23.2 Promotion Increases.

(a) Promotion salary increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks described below:

- (1) To Assistant in \_\_\_\_\_, Associate in \_\_\_\_\_, and Assistant University Librarian;
- (2) To Associate Professor, Associate Scholar/Scientist/Engineer, and Associate University Librarian; and
- (3) To Professor, Scholar/Scientist/Engineer, and University Librarian.

(b) Promotion salary increases shall be effective on August 8, 2008 for promotion during 2008, August 8, 2009 for promotion during 2009, and August 8, 2010 for promotion during 2010.

23.3 Fiscal year 2007-2008. One-Time Bonus by Legislative Mandate. Effective November 1, 2007, employees who have been continuously employed by the University for the period July 1, 2007 through November 1, 2007, who received a rating of Satisfactory or higher on their most recent performance evaluation, if any, and who have not received a notice of non-renewal or termination as of October 31, 2007 shall receive a one-time lump sum bonus payment of \$1,000 less applicable taxes and withholding.

23.4 Fiscal year 2008-2009.

(a) Bonuses. Effective October 3, 2008, the University shall provide a one-time bonus of \$1,000 to each educational and general (E&G) funded employee who was in an employment relationship with the University on July 1, 2008, whose most recent annual evaluation, if provided, was *Satisfactory* or above. If an employee's position is less than 1.0 FTE, the bonus shall be prorated. Contract and grant (C&G) and auxiliary funded employees are also eligible, but any bonuses provided in such cases shall be paid from the appropriate contract, grant, or auxiliary revenues.

(b) Merit Salary Increases. Effective October 3, 2008, the University shall provide a merit pool to each department/unit equal to one percent (1%) of the total base salary of employees in the department/unit, as of September 1, 2008. All employees who are not members of a department/unit shall be grouped together

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and treated as a department/unit for the purpose of calculating and providing merit salary increases. Merit salary increases shall be provided to eligible employees in each department/unit according to the following criteria and procedures.

(1) Eligibility. E&G employees who were in an employment relationship with the University on July 1, 2008, whose most recent evaluation was *Satisfactory* or above, and who remained in the department/unit on September 22, 2008, are eligible to receive this merit increase. C&G and auxiliary funded employees are also eligible, but any increases provided in such cases shall be paid from the appropriate contract, grant, or auxiliary revenues. Employees employed in 2007 and not evaluated shall be provided with an evaluation for that period and be eligible for a merit increase. An employee who was first employed in 2008 shall not receive a merit increase.

(2) Distribution. The merit salary increases for eligible employees shall be calculated as a percentage of their base salary. Such increases shall be distributed proportionately to those employees in a ratio of .5 for *Satisfactory*, 1.0 for *Above Satisfactory* and 1.7 for *Outstanding*.

23.5 Incentive Award Programs. Incentive Award Programs shall be implemented as set forth in Paragraphs (a) through (c) below, to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida. The president shall give the final approval for awards to the successful faculty. Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employment agreement for the academic year in which the award was given. These awards shall be made according to existing criteria and procedures.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program (“UCF-TIP”) rewards teaching productivity and excellence. For the 2008-2009 year the University shall award up to forty (40) new UCF-TIP awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(b) UCF-Research Incentive Award program. The UCF-Research Incentive Award (“UCF-RIA”) program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field. For the 2008-2009 year the University shall award up to twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(c) Scholarship of Teaching and Learning Program. The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning. For the 2008-2009 year, the University shall award up to ten (10) new SoTL awards in addition to recycled awards.

23.6 Excellence Awards. The University shall implement the merit-based bonuses set forth below to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

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(a) **Trustee Chair Professorship.** The UCF Trustee Chair Professorship is a multi-year appointment awarded to faculty with an extraordinary record of accomplishment in the three primary areas of academic endeavor: teaching, research and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.

(1) Award recipients shall receive an annual stipend of \$50,000 funded by the University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year renewable appointment.

(2) Each academic year, the University shall award up to eight (8) Trustee Chair Professorships.

(3) These awards shall be made according to existing criteria and procedures.

(b) **Pegasus Professor.** The Pegasus Professor award recognizes excellence in the three primary areas of academic endeavor: teaching, research and service.

(1) Award recipients shall receive a one-time payment of \$5,000 from Foundation funds as well as a Pegasus statue.

(2) Each academic year, the University may award Pegasus Professor awards.

(3) These awards shall be made according to existing criteria and procedures.

(c) **Excellence Awards**

(1) Award recipients shall receive a one-time payment of \$2,000.

(2) Each academic year, the University shall award Excellence in Undergraduate Teaching awards, one (1) University Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching awards, one (1) University Award for Excellence in Graduate Teaching, two (2) University Awards for Excellence in Faculty Academic Advising, one (1) University Award for Excellence in Professional Academic Advising, Distinguished Researcher awards, one (1) University Distinguished Research award, two (2) University Awards for Excellence in Professional Service, and one (1) Excellence in Librarianship award.

(3) These awards shall be made according to existing criteria and procedures.

23.7 **Salary Increases for Employees Funded by Contracts and Grants.** Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the president or president's representative shall seek to have the contract or grant modified to permit or fund such increases.

23.8 **Report to Employees.** All employees shall receive notice of their salary increases prior to implementation.

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23.9 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

23.10 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of salary, not Other Personal Services (OPS) wages.

(b) Duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS wages, not salary.

23.11 Twelve-Month Payment Option. The parties agree that a twelve-month payment option for 9-month employees shall be offered. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen (19) full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five (5) full bi-weekly paychecks received during the Summer semester. The University shall provide an online calculator and assistance as reasonable, taking into account time and resources, to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately level across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

23.12 Administrative Salary Stipends. A temporary salary increase which is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's base salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to Section 23.8.

23.13 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.