



## **New College of Florida Board of Trustees**

**Thursday, June 1, at 2:00 – 4:00 pm**

**Sudakoff Conference Center**

**5845 General Dougher Pl,**

**Sarasota, FL 34243**

**Virtual viewing link:**

<https://www.youtube.com/@NewCollegeofFL>

### **BOT Meeting Agenda**

**1. Prayer**

**2. Call to Order**

- Roll Call, Establish Quorum, Confirm Public Notice of Meeting

**3. Pledge of Allegiance**

**4. Call for Public Comment**

**5. Consent Agenda**

**ACTION ITEMS**

- Approve Minutes of the April 26, 2023, BOT Meeting
- Approval of 2023/24 Preliminary Operating Budget
- Approval of Metz Culinary Management Purchase Order
- Approval of New College Development Corporation Budget for 2023/24

**BOARD MOTION: APPROVAL OF CONSENT AGENDA ACTION ITEMS**

**6. President's Report – *Richard Corcoran, Interim President***

**7. Presidential Search Committee – *Matthew Spalding, Chair of Search Committee and NCF Trustee***

- Approval of Position Criteria and Compensation Analysis
- Review of Marketing Plan approved by Presidential Search Committee

**8. Capital Improvement Updates – *Chris Kinsley, VP Finance and Administration***

- Approval of 2024-25 Legislative Budget Request (LBR) for Fixed Capital Outlay
- Approval of Summer Renovations – Palmer Buildings and Reichert/ Knight House

**9. Collective Bargaining Agreements – *Erika Worthy, Chief Human Resource Officer***

- Approval of Ratification of Updated Collective Bargaining Agreement between New College of Florida and the United Faculty of Florida
- Approval of Ratification of Updated Collective Bargaining Agreement between New College of Florida and

the American Federation of State, County and Municipal Employees

- Approve of Recommendation for Changes to Salary and Benefits for Out-of-Unit Employees

**10. New College of Florida Mascot – Richard Corcoran, Interim President**

- Approval of New College of Florida Mascot

**11. New Business**

**12. Adjournment**

**New College of Florida Board of Trustees  
Sudakoff Conference Center  
Draft Minutes for April 26, 2023**

**Prayer**

Yosef Shapiro, member of Jewish community conducted the invocation.

**Pledge of Allegiance**

Chair Debra A. Jenks started the pledge.

**Call to Order**

The meeting was called to order at 2:00 p.m. and a quorum was established.

**Trustees Present:** Debra A. Jenks (Chair), Ron Christaldi (Vice Chair), Mark Bauerlein, Lance Karp, Grace Keenan, Charles Kesler, Matthew Lepinski, Sarah Mackie, Christopher Rufo, Mary Ruiz, Matthew Spalding, and Eddie Speir. Not present: Ryan Anderson

Trustee Speir stated that he would like to have new business placed on the agenda for this board meeting and future meetings going forward. After discussion with Counsel, it was determined this would be on future agendas and his items would be discussed at the end of the meeting if time allowed.

**Acknowledgment of Notice of Meeting**

Interim Chief of Staff and Associate Vice President of Government Relations Christie Fitz-Patrick confirmed the meeting had been duly noticed.

**Call for Public Comment**

Public comment process ensued. The following members of the public provided comments: Sonia Howman; Amy Reid; Sarah Hernandez; Kristopher Fennie; Nicolas Delon; Kathleen Casto; Jocelyn Van Tuyl; Katherine Brion; Sonia Labrador; David Gillman; Steven Shipman; Patrick McDonald; Chris Kottke; Joshua Epstein; Michael Bolesh; Olivia Pare; Alaska Miller; Brendan Hersh; Shari Gorman; Elizabeth Albiez; Alisa Mitchell; Rodrigo Diaz; Michael Penney; Hannah Galantino-Homer; David Bolesh; Stephanie Bolesh; Mike Sanderson; Jono Miller; Tamara Solum; Juliana Pare-Blagoev; Pamela Pare; Joyce White; Braedan Stuart; Eliana Salzhauer; Tracy Fero; Matthew Senecal; Jens Albiez; Galen Rydzik; Betsy Braden; Robin Williams; Lisa Jank-Mejia; David Land; Sharon Ramey; Shari Benedict; Anne McAllister; Amanda Gilliland; Bruce Benid; Ari Wible; Steven Russell; Hayden Garbez; Aurélie Campbell; Elizabeth Kufrovich

**Consent Agenda**

The consent agenda was presented and a request was made by Chair Jenks that it be approved.

A motion to approve the consent agenda was made, seconded and was approved unanimously.

Consent agenda action items approved were as follows:

- Approve Minutes of the February 28, 2023, BOT Meeting
- Approve Reviewed 2021-22 Performance Based Funding Data Integrity Audit and Data Integrity Certification
- Approval of Regulation Amendments - Regulation 3-1002(6): Tuition and Fees
- Approval of Regulation Amendments - Regulation 4-2005: Degree Program Planning

and Approval

- Approval of Regulation Amendments - Regulation 4-6001: Institutes and Centers

Informational Items provided to the Board for their review as part of the Consent Agenda include:

- Alternative Admissions Option

### **President's Report**

Interim President Richard Corcoran provided his remarks.

### **2023 Accountability Plan**

Chair Jenks requested Interim Provost Brad Thiessen to present the 2023 Accountability Plan. Interim Provost Thiessen explained the accountability plan. Trustee Ruiz requested the statute (1004.32, F.S.) be added as a reference to the mission statement. After discussion ensued a motion was made to add 1004.32 F.S. as a reference to mission statement seconded and was approved unanimously. Trustee Keenan requested several changes be made to the accountability plan. After discussion ensued a motion was made to amend sections 4, 5 and 6 to the amended accountability plan seconded and was approved unanimously. A motion was made to approve the amended accountability plan, seconded and a roll call vote was taken with 11 voting yes and 0 voting no.

Following the vote, the Chair and the Board of Trustees authorize the President to evaluate and augment curriculum at New College and work with the faculty to discuss and teach this curriculum beginning implementation in 2023-24 and report back to us on what recommendations you have.

### **Changing Institutional Accreditors**

Chair Jenks requested Interim Provost Brad Thiessen to go over changing institutional accreditors. After discussion ensued a motion was made to direct staff to proceed with switching institutional accreditors, seconded and was approved unanimously.

### **Academic, Student and External Affairs Committee**

Chair Jenks requested Trustee Bauerlein to present the Academic, Student and External Affairs Committee item that was deferred to the full board. Trustee Bauerlein stated there are several faculty members have come up for early tenure in year five for consideration. He requested General Counsel Galvano to provide an overview of the process and the status of the decision before us today. Counsel Galvano provided an overview of the process. After discussion ensued, Chair Jenks requested a motion for each of the candidates individually.

Trustee Kesler and Vice Chair Christaldi left the meeting for other prior commitments before the final vote.

- A motion was made to approve early tenure for Dr. Rebecca Black, seconded and a roll call vote was taken with 4 voting yes and 6 voting no. The candidate was denied early tenure.
- A motion was made to approve early tenure for Dr. Lin Jiang, seconded and a roll call vote was taken with 4 voting yes and 6 voting no. The candidate was denied early tenure.
- A motion was made to approve early tenure for Dr. Nassima Neggaz, seconded and a roll call vote was taken with 4 voting yes and 6 voting no. The candidate was denied early tenure.

- A motion was made to approve early tenure for Dr. Gerardo Toro-Farmer, seconded and a roll call vote was taken with 4 voting yes and 6 voting no. The candidate was denied early tenure.
- A motion was made to approve early tenure for Dr. Hugo Viera-Vargas, seconded and a roll call vote was taken with 4 voting yes and 6 voting no. The candidate was denied early tenure.

### **New Business**

Chair Jenks recognized Trustee Speir to bring up new business. Trustee Speir stated he would like to see a threat assessment put together by Campus Police at a future meeting. He also wanted to have the Strategic Planning Committee discuss the new mascot options at their next meeting.

### **Adjournment**

There being no other business, the meeting was adjourned 4:47 p.m.

Respectfully Submitted,

Christie Fitz-Patrick

Interim Chief of Staff, AVP Government Relations and BOT Liaison

DRAFT

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

**Meeting Date: June 1, 2023**

**SUBJECT:** 2023-24 Preliminary Operating and Capital Budgets

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### **PROPOSED BOARD ACTION**

1. Approve the College's 2023-24 Preliminary Operating and Capital Budgets as proposed.
2. Authorize the President to make necessary adjustments to these budgets during the operating year.

### **BACKGROUND INFORMATION**

New College of Florida is required by regulation to provide documentation to the Florida Board of Governors on or before June 20, 2023 confirming that a 2023-24 operating budget has been approved by the College's Board of Trustees. With such confirmation, the State's Chief Financial Officer will make cash available for operations effective July 1, 2023.

The preliminary budget is based on the 2022-23 approved budget for all budget entities of the College plus any adjustments made by the College or state allocations appropriated by the 2023 Legislature. Please note, as of the date of this projection, the Governor had not yet signed the budget, nor had specific allocations been provided by the Board of Governors.

Preliminary operating and capital budget details are summarized on pages accompanying this agenda.

These budgets may be adjusted during the course of the fiscal year to include:

1. Funding to support property, casualty and other insurance payments.
2. Funding provided by the New College Foundation.
3. Actions taken by the BOT during the new fiscal year.
4. Various other adjustments as directed by the College President.

Revised operating and capital budgets will be presented to the Trustees for review and final action no later than September 2023.

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### **Supporting Documentation Included:**

2023-24 Preliminary Operating & Capital Budgets Proposal, Summary of Sources and Uses

**Facilitators/Presenters:** Vice President for Finance & Administration, Chris Kinsley

**NEW COLLEGE OF FLORIDA**  
**FY 2023-24 PRELIMINARY OPERATING AND CAPITAL BUDGETS PROPOSAL**  
**SUMMARY OF SOURCES AND USES**  
*(DRAFT as of 05/22/2023)*

<b>SOURCE OF FUNDS</b>	<b>APPROVED BUDGET FY 2022/23</b>	<b>ACTUALS FY 2022/23 (as of 5/16/23)</b>	<b>PROPOSED BUDGET FY 2023-24</b>	<b>YEAR OVER YEAR CHANGE</b>
I. (a) Education and General-Appropriations	48,666,918	48,673,600	53,146,687	4,479,769
I. (b) Education and General-Tuition and Fees	4,000,000	4,007,325	4,000,000	0
II. Auxiliary Services, Student Activities, and Local Fees	12,051,434	6,455,816	12,051,434	0
III. Contracts, Grants and Gifts - NC Foundation	3,374,458	3,921,790	3,374,458	0
IV. Contracts, Grants and Gifts - Other	3,238,589	4,316,646	3,238,589	0
<b>Total Sources (Revenues)</b>	<b>\$66,193,507</b>	<b>\$67,375,178</b>	<b>\$75,811,168</b>	<b>\$4,479,769</b>

<b>USE OF FUNDS</b>	<b>APPROVED BUDGET FY 2022/23</b>	<b>ACTUALS FY 2022/23 (as of 5/16/23)</b>	<b>PROPOSED BUDGET FY 2023-24</b>	<b>YEAR OVER YEAR CHANGE</b>
I. Education and General	52,666,918	52,317,139	57,146,687	4,479,769
II. Auxiliary Services, Student Activities, and Local Fees				
A. Auxiliary Sales and Services	6,908,006	5,756,564	6,908,006	0
B. Concessions	11,000	5,333	11,000	0
C. Student Activities	270,300	200,627	270,300	0
D. Fitness Center	171,300	194,848	171,300	0
E. Student Health Center	151,685	142,943	151,685	0
F. Academic Resources-Technology Fee	121,828	130,764	121,828	0
G. Campus Sustainability-Green Fee	19,950	24,738	19,950	0
Local Fees Total	7,654,069	6,455,816	7,654,069	0
III. Contracts, Grants and Gifts				
A. NC Foundation Grants and Gifts	1,669,731	2,755,569	1,669,731	0
B. NC Foundation Salaries	1,704,727	1,527,636	1,704,727	0
C. Contracts & Grants Other Than NC Foundation	2,498,062	1,060,110	2,498,062	0
Contracts, Grants and Gifts Total	5,872,520	5,343,315	5,872,520	0
<b>Total Uses (Expenditures)</b>	<b>\$66,193,507</b>	<b>\$64,116,270</b>	<b>\$70,673,276</b>	<b>\$4,479,769</b>

**OTHER CURRENT YEAR APPROPRIATIONS**

IV. A. Facilities (Capital Construction)	1,842,737.00	-	9,382,388	7,539,651
B. Capital Improvement Trust Fund	99,821	60,882	97,000	(2,821)
<b>Total Other Appropriations</b>	<b>\$1,942,558</b>	<b>\$60,882</b>	<b>\$9,479,388</b>	<b>\$7,536,830</b>

Assumptions

- (1) All Operating and FCO appropriations pending Governor's Budget Approval.
- (2) Performance Based Funds are not included in the appropriation totals due to not receiving the final numbers from Board of Governors.
- (3) Non-state estimates are based on last year's approved budget (i.e. contracts, grants, foundation, etc.).

**NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES**  
**Meeting Date: June 1, 2023**

**SUBJECT: Metz Culinary Management Purchase Orders**

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**PROPOSED BOARD ACTION**

Authorize the President to execute a purchase order with Metz Culinary Management not to exceed \$2,500,000 in total for fiscal year 2023-2024. Amounts paid to Metz will be based on actual meal plan sales per the operating agreement.

**BACKGROUND INFORMATION**

NCF Regulation 3-1010 – Purchasing stipulates that any single procurement contract for commodities or services in excess of \$1,000,000 must be approved by the College’s Board of Trustees.

The College collects meal plan sales revenue from students through its routine billing process. The funds are then dispersed to Metz throughout the year as Metz invoices the College for actual sales made during the period covered under the invoice. The purchase order will permit the College to pay Metz for actual sales credited to the meal plan.

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**Supporting Documentation Included:** None

**Facilitators/Presenters:** Vice President for Finance and Administration Chris Kinsley

**Additional Supporting Documentation Available:** None

# NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: June 1, 2023

SUBJECT: New College Development Corporation (NCDC) Annual Budget

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## **PROPOSED BOARD ACTION**

Review and Approve the NCDC 2023-2024 Annual Budget

## **BACKGROUND INFORMATION**

The Board of Trustees adopted Regulation 3-7001 New College of Florida Direct Support Organizations (DSOs) effective 06/22/22. <https://www.ncf.edu/wp-content/uploads/2023/01/3-7001-DSO.pdf>

The regulation requires that all DSOs, which includes the NCDC, provide for an annual budget. The annual budget shall be submitted to the Board of Trustees for review.

The New College Development Corporation was created by the Board of Trustees in 2006 for the purpose of managing the debt associated with 1) Financing the 2007 student housing project and 2) Re-Financing the outstanding housing debt of the College. Originally outstanding in the amount of \$30,110,000 the debt outstanding as of June 30, 2023 will be \$20,130,000, with a final year of debt service payable in **fiscal year** 2037.

The primary revenues of the NCDC is the annual lease payment from College Housing revenues. Pursuant to the NCDC authorization, the lease payment amount is set to equal the annual debt service cost; annual filing fees, annual audit, and other miscellaneous administrative costs of the NCDC.

The NCDC has no employees, and in-kind services provided by the College are strictly the labor value of the CFO and Finance and Accounting department's time needed to administer the program. These in-kind costs are de minimis in amount, and estimated to represent less than 5% of the total time and effort of any staff. These labor costs are not charged to the NCDC. However, if labor costs were charged to the NCDC, it would increase the required annual payment from the College to the NCDC by the same amount, in as much as the NCDC has no revenues separate from the required annual College lease payment associated with rental of the housing system assets.

On May 8, 2023, the NCDC Board of Directors met, and reviewed both the 2022-2023 Budget to Actual Variance Report; and also reviewed and approved the 2023-2024 NCDC Budget.

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**Supporting Documentation Included:** NCDC 2022-2023 Budget to Actual Comparison  
NCDC 2023-2024 Budget

**Facilitators/Presenters:** Vice President for Finance and Administration Chris  
Kinsley

**New College of Florida Development Corp.**  
**Budget for NCDC**  
**Fiscal Year 2024**

<b>Account</b>	<b>Title</b>	<b>FY24 Budget</b>
5901	Interfund Transfers In	\$694,231
7000	Expenses	\$45,000
7101	Accounting/Auditing Services	\$0
7805	Interest on Debt	\$643,731
7807	Debt Amortization Expense	\$2,492
7812	Debt Service-Agents	\$3,008
7814	Swap Payment Cost	\$0
	<b>Net Total</b>	<b>\$0</b>
The Principal payment is reflected on the Housing auxiliary.		\$1,065,000

**New College of Florida Development Corp.**  
**Budget for NCDC (Cash Basis)**  
**Fiscal Years 2024, 2023**

Account	Title	FY24 Budget	FY23 Budget	FY23 Projection	Difference
	Income from Housing Operations Transferred In	\$1,759,231	\$1,749,321	\$1,715,069	\$44,162
Operating Expenses					
	Expenses	\$45,000	\$45,000	\$20,203	\$24,797
	Accounting/Auditing Services	\$0	\$0	\$0	\$0
	Interest on Debt	\$643,731	\$678,821	\$670,329	(\$26,598)
	Debt Amortization Expense	\$2,492	\$2,492	\$2,492	\$0
	Debt Service-Agents	\$3,008	\$3,008	\$2,045	\$963
Non-Operating Expenses					
	Housing Principal payment	\$1,065,000	\$1,020,000	\$1,020,000	\$45,000
	Net Total Revenues Less Expenses	\$0	\$0	\$0	\$19,365

## **Presidential Search Position Criteria**

New College of Florida, a top ranked public, four-year undergraduate institution within the State University System of Florida, seeks a new president. Located in Sarasota, New College is legislatively designated to be the residential liberal arts honors college of the State of Florida.

The President is the Chief Executive Officer of New College of Florida (“NCF”) and reports to the New College Board of Trustees (the “Board”). Subject to the oversight and governance of the Board, the President is responsible for all operations of the NCF and for assuring that all of those operations uphold and are consistent with the mission of the NCF. These responsibilities include overall leadership and management of the institution, its academic and educational functions, its institutional fundraising, the development of strategic plans, and fiscal and budgetary plans and the allocation of resources. The President also has oversight responsibilities for NCF’s private affiliated organizations including the New College Foundation, Inc., New College of Florida Development Corporation, Inc., and alumni association. The President will advance NCF’s academic, and outreach efforts to maintain and enhance its programs and offerings and ensure that student services and support are provided to create appropriate learning environments.

NCF provides students with an education that integrates the academic rigor of the humanities and the sciences with career-building experiences to create a culture of intellectually curious students pursuing their academic excellence and seeking a better understanding of the world within an educational environment of free speech and academic freedom. Since 2001, NCF has earned top rankings from Forbes, the Princeton Review, U.S. News & World Report, Fiske Guide to Colleges, The Wall Street Journal and others as one of the nation’s premier public liberal arts colleges. NCF is also a national leader in Fulbright Scholarship recipients, along with several other accolades.

As the State of Florida’s “liberal arts honors college,” NCF is the only public college or university in the State whose sole mission is to provide a liberal arts undergraduate education of the highest caliber to qualified students from around the country. Located on a beautiful 110-acre campus on Sarasota Bay, NCF provides an ideal learning community for intellectually motivated students who thrive on active learning and are drawn to a rigorous curriculum of the humanities and sciences.

Notwithstanding the above, NCF in recent years has had a decline in enrollment and has economic and other challenges. With its history of innovation and commitment to academic excellence, NCF seeks a president who believes in transforming lives through an outstanding public liberal arts education and who sees the opportunity for NCF to become one of the top liberal arts universities in the country. At the same time, as an historic institution originally founded to provide an education free from any bias based on race or religion, NCF seeks a president who believes in racial and religious non-discrimination. The president must be an inspiring, visionary champion of the liberal arts with the ability to harness the energy, talent, resources, and passion of the NCF’s many partners and friends to overcome its challenges and lead it to achieve its highest goals.

Candidates for the position should demonstrate significant, successful leadership experience in a complex organizational setting; an understanding of and ability to advocate for NCF’s mission and uphold its historical commitments; a commitment to the value and promise of outstanding, innovative classical liberal arts education; a deep and abiding interest in student success and academic excellence;

a proven ability to lead the NCF's fund-raising efforts; and the interpersonal skills to develop productive relationships with all members of the NCF community and others key to the success of NCF.

### **Qualities & Characteristics**

The next NCF president will have an opportunity to help NCF reclaim its intended standing and transform a struggling institution into a beautiful, unrivaled, and preeminent public university within the State University System of Florida.

The following criteria includes qualities and characteristics that have been established by the New College Board of Trustees in consultation with many alumni, stakeholders, and friends of NCF.

### **Academic Accomplishments**

- a) As the highest-ranking official of a major public university, the President should be a distinguished scholar or leader dedicated to the advancement of academic scholarship. A Ph.D., or advanced terminal degree, and/or significant executive experience that would command respect and complete confidence is required.
- b) While academic experience (professional and administrative) is strongly desired, exceptional candidates can also have demonstrated a high degree of scholarly and administrative success outside of academia.
- c) A passion for and commitment to the academic values of NCF and the capacity to communicate its mission and needs clearly and persuasively to all external and internal constituencies.
- d) Demonstrated commitment to fostering free speech and academic freedom, along with the ability of all members of the NCF community to express their academic and professional views openly.
- e) Demonstrated commitment to and support for excellence in teaching, research, and service, and a willingness to champion interdisciplinary collaboration and genuine innovation in these areas.
- f) An appreciation and respect for all academic disciplines and a demonstrated support for scholarly work and academic excellence.

### **Leadership Experience**

- a) A dynamic, transparent, and confident leadership style appropriate to be the public face of a large and prominent public institution with a high state and national profile.
- b) The commitment and confidence to embrace an ambitious and expanding vision of NCF to become and be recognized as a top public liberal arts university.
- c) Ability and commitment to accelerate NCF's enrollment trajectory, including the ability, fortitude, and strategic vision to take the NCF to the next level by increasing the number of quality students who welcome and can excel at the academic rigor of NCF.
- d) Knowledge of the national trends in higher education, specifically regarding the liberal arts and classical education.
- e) Ability to identify new academic innovations, and establish partnerships with private sector and governmental agencies, to realize the potential for growth and opportunity at NCF.
- f) Ability to improve the performance metrics that inform and impact the NCF's external rankings and performance measures established by the Florida Board of Governors and the Legislature.

- g) A passion for learning and the belief in the power of education to change lives.
- h) A concern with all aspects of the student experience, and the ability to interact with undergraduates, graduate and professional students.
- i) A concern with all aspects of the faculty and staff experience and the ability to effectively interact with faculty and staff.

### **Collaboration with Stakeholders**

- a) Ability to inspire trust and confidence among all internal and external constituents and stakeholders.
- b) Ability to serve as a partner to the Board of Trustees and the New College Foundation to develop NCF's priorities and strategic plan, leading NCF to successfully carrying out that plan in a manner consistent with becoming a leading liberal arts institution.
- c) Commitment to working collaboratively with the Florida Board of Governors and all elected state leaders to advance NCF priorities.
- d) A track record serving as a relationship builder who is authentic, ethical, and of good character.
- e) Demonstrated commitment to the faculty's participation in governance, including academic standards and policies, with faculty playing an appropriate role as determined by the Board of Trustees in decision-making processes that affect the academic and working environment of NCF.
- f) Experience serving as a passionate advocate for a university or organization and the capacity to establish fruitful relationships with members of the legislative and executive branches as well as donors, alumni, and other individuals who may be in a position to promote NCF's agenda and interests.
- g) Demonstrates an effective communication style that would be embraced by a broad spectrum of internal and external stakeholders.
- h) Commitment to NCF's role as a contributor to local, state, and national economic, environmental, and cultural vitality, and recognition of NCF as a partner with the community in which it serves.

### **Operational Responsibilities**

#### **A. General**

- a) Demonstrated success in leading an academic unit or institution of higher education, including administrative experience, or experience serving in a senior-level leadership role in a complex organization in higher education, government, business, or the nonprofit sector.
- b) An established history of leading and managing institutional change while achieving long- and short-term strategic objectives that advance the mission and goals of a complex organization.
- c) The ability to develop high-performing leadership teams and to cultivate environments with a shared sense of mission and culture that encourages entrepreneurship, innovation, strategic risk-taking, and collaboration.
- d) The ability to set clear expectations, priorities, and performance metrics that align with the vision for NCF and inspire faculty and staff to achieve success.
- e) Experience leading an institution during times of uncertainty, crisis, innovation, and opportunity.

## **B. Fiscal**

- a) A high level of sophistication and understanding of the fiscal issues affecting institutions of higher education, in particular an astute understanding of public university finances and state-level budgeting and appropriations.
- b) Experience with complex budgetary matters, managing and allocating resources effectively, and large-scale budgetary decision-making.
- c) Experience in identifying and developing new revenue streams from public, private, and governmental sources.
- d) Commitment to collaborate and work with the executive and legislative branch of the Florida government to serve the mission and fulfill the needs of the NCF.

## **C. Advancement / Fundraising**

- a) A demonstrated ability to raise funds, with the capacity to cultivate a broad range of stakeholders including donors, alumni, and outside supporters of NCF.
- b) Demonstrated success in fundraising from public and private sources and working with key stakeholders to engage them with the institution and willingness to place that activity high on their agenda.

## **D. Student Life**

- a) An appreciation for the significant role of increasing the vibrancy of student life at NCF. Whether providing better quality services (food, housing, etc), athletics and opportunities for students to find a balance between the academic rigor and enjoying life on Sarasota Bay.

## **Application and Nomination Process**

The Search Committee will begin reviewing applications immediately and will continue to accept applications and nominations until the position is filled.

Applications should include a current curriculum vitae and a letter of interest describing relevant experience and interest in the position. Submission of materials via email is strongly encouraged. Nomination letters should include the name and contact information of the nominee.

In accordance with the State of Florida's open records laws, nominations, applications, and letters of interest will be held in confidence with only the finalists' identities and materials made public. Application materials should be submitted to [PresidentialSearch@ncf.edu](mailto:PresidentialSearch@ncf.edu).

**New College of Florida — President – Advertisement Position Posting**

<b>Publication / Organization</b>
<b>American Association of University Professors (AAUP)</b>
<b>American Conference of Academic Deans (ACAD)</b>
<b>American Council of Trustees and Alumni (ACTA)</b>
<b>Asians in Higher Ed</b>
<b>Association of American Colleges &amp; Universities (AACU)</b>
<b>Chronicle of Higher Education</b>
<b>Claremont Review Books</b>
<b>Council of Colleges of Arts and Sciences (CCAS)</b>
<b>First Things</b>
<b>HigherEdJobs.com</b>
<b>Hispanic Outlook</b>
<b>Inside Higher Ed</b>
<b>Journal of Blacks in Higher Education</b>
<b>National Association of Scholars (NAS)</b>
<b>National Collegiate Honors Council</b>
<b>Women in Higher Education</b>

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

**Meeting Date: June 1, 2023**

**SUBJECT:** Capital Improvement Plan for FY 2024 through FY 2028-29

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### **PROPOSED BOARD ACTION**

1. Approve the College's Capital Improvement Plan for as presented for FY 2024 through FY 2028-29
2. Authorize the President to adjust this request, if determined necessary, and report to the Board at its next regularly scheduled meeting following any such adjustment.

### **BACKGROUND INFORMATION**

The Capital Improvement Plan (CIP) is a rolling 5-year planning document that is updated annually. Annual updates provide the opportunity to make changes as new information becomes available regarding the College's needs and funding resources.

The attached CIP 2 Summary Projects is a mandatory form provided by the Board of Governors.

Note, both of the College's highest priority projects, Hamilton Classroom Renovation as well as the Pritzker Marine Science Building Remodeling are included in the 23-24 State of Florida Budget, which pending approval by the Governor. This is the first significant appropriation to the College in several years. Any material changes in the development of the CIP will be brought forward to the Board of Trustees for review and approval.

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#### **Supporting Documentation Included:**

Five-Year Capital Improvement Plan

**Facilitators/Presenters:** Vice President, Finance and Administration, Chris Kinsley

## NCF Capital Improvement Plan 2024-29 Narratives

### **PECO-ELIGIBLE PROJECTS REQUEST**

**Priority 1: Multi-Purpose Building Supporting Enrollment Growth.** This project will be completed in phases. This request was the highest-ranked project on the College's 2020-21 PECO priority list and the second-highest-ranked project on the Board of Governors' 2020-21 SUS PECO priority list. If the planning funds are appropriated in FY 2024-25, and the remainder of the funds in 2025-26 and 2026-2027, the project will be well-positioned to support the timing of the planned growth. The project includes multi-use space supporting the academic program (classrooms, auditorium, study, and offices), administrative support (campus safety, records & registration, financial affairs, employee support services) and various site improvements.

The \$10 million in planning funds will guide decisions on how best to configure the new multi-use facility in accordance with future growth of the student body and with the principles of the campus master plan. Total all-in project costs are estimated at \$67.9 million.

**Priority 2: Student Success and Living Learning Facility (E&G Component Only)** This project student success and living learning facility that will provide student development, support and resources.

**Priority 3: Land Acquisition**

**Priority 4: Old Caples House & Carriage House Exterior Renovations** This project will focus on two buildings constructed in 1930. Work will include roofing and exterior stucco repairs to align them with current regulations as well as preserve them historically. This project will facilitate growth in existing academic programs that will result in improved 4-year graduation rates and subsequent enrollment growth.

**Priority 5: Shared Use Facility – NCF/FSU Ringling Chiller Plant Expansion** The recently combined chiller plant serving both institutions allows for more efficient use of existing equipment/chiller capacity and provides an increased level of chiller back up support. A management agreement has been developed to govern the operation of the joint use plant. The existing facility services a total of approx. 789,489 sf of space for both colleges, but there are several buildings on NCF's campus that are not connected to the plant. With NCF's future growth it is more efficient to add existing and future buildings to the chiller plant. The chiller plant is at capacity and several of the chillers are nearing their end of useful life and therefore requires an expansion.

### **CAPITAL IMPROVEMENT TRUST FUND (CITF) PROJECT REQUEST**

NCF does not have any project planned that is over \$2 million.

State University System  
5-Year Capital Improvement Plan (CIP)  
FY 2024-25 through 2028-29

**Summary of Projects**  
(PECO-Eligible Project Requests)

University New College of Florida

Contact: Chris Kinsley  
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(phone)

ckinsley@ncf.edu  
(email)

Priority No.	Project Title	Total Supplemental (Non PECO) funding	Total Prior PECO Funding	Projected Annual PECO Funding Requested					Programs to Benefit from Project	Net Assignable Sq. Ft. (NASF)	Gross Sq. Ft. (GSF)	Total Project Cost	Project Cost Per GSF	EPS Recommendation Date & Rec. # <sup>(1)</sup>
				FY24-25	FY25-26	FY26-27	FY27-28	FY28-29						
1	Multi-Purpose Facility Supporting Enrollment Growth (Phase 1 & 2)			\$ 10,000,000	\$ 23,787,179	\$ 34,070,045			All	75,936	106,310	\$ 67,857,224	\$ 638.30	Survey BOT Approved dated 04/23/2019
2	Student Success and Living Learning Facility (E&G Component Only)			\$ 10,000,000	\$ 15,000,000				All	25,000	30,000	\$ 25,000,000	\$ 833.33	Need Spot Survey
3	Land Acquisition			\$ 8,000,000	\$ 2,000,000				All			\$ 10,000,000		Need Spot Survey
4	Old Caples House & Carriage House Exterior Renovations			\$ 6,931,043					All	5,071	8,154	\$ 6,931,043	\$ 850.02	Survey BOT Approved dated 04/23/2019
5	Shared Use Facility – NCF/FSU Ringling Chiller Plant Expansion			\$ 6,151,376					All	4,993	6,990	\$ 6,151,376	\$ 880.03	Need Spot Survey
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		
												\$ -		

1) An EPS recommendation is required per s 1013.31 and s. 1001.706(12) if no prior PECO trust fund appropriation received. If the project has received non-PECO appropriation(s) and an EPS Recommendation is not applicable, please cite the General Appropriations Act (GAA) FY and the (\$) amount(s) appropriated, for reference.





## PECO Project Detail

University: New College of Florida  
 Project Name: Multi-Purpose Facility Supporting Enrollment Growth (Phase 1 & 2)  
 Project Address: TBD

Project Priority #: 1

### PROJECT NARRATIVE

This project will be completed in phases. This request was the highest-ranked project on the College's 2020-21 PECO priority list and the second-highest-ranked project on the Board of Governors' 2020-21 SUS PECO priority list. If the planning funds are appropriated in FY 2023-24, and the remainder of the funds in 2024-25, the project will be well-positioned to support the timing of the planned growth. The project includes multi-use space supporting the academic program (classrooms, auditorium, study, and offices), administrative support (campus safety, records & registration, financial affairs, employee support services) and various site improvements.

The \$10 million in planning funds will guide decisions on how best to configure the new multi-use facility in accordance with future growth of the student body and with the principles of the campus master plan. Total all-in project costs are estimated at \$67.9 million.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects <small>(1% per s. 1001.706(12)(c) F.S.)</small>	New Construction Projects <small>(2% per Board Regulation 14.002)</small>
Estimated Bldg Value:	\$ -	\$ -
Value Basis/Source:	Total construction cost or insurable value, whichever is greater, per Board Regulation 14.002	
Estimated 1st Yr Deposit:	\$ -	\$ -
Funding Source:		
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type <small>(per FICM)</small>	Net Sq. Ft. <small>(NSF)</small>	Net-to-Gross		Gross Sq. Ft. <small>(GSF)</small>	Unit Cost * <small>(per GSF)</small>	Building Cost		
		Conversion Factor					Remodeling Projects <b>Only</b>	
<b>NEW CONSTRUCTION</b>								
Classroom	2,000	<u>1.4</u>		2,800	<u>426</u>	1,192,800		
Study	4,800	<u>1.4</u>		6,720	<u>424</u>	2,849,280		
Office	35,136	<u>1.4</u>		49,190	<u>432</u>	21,250,253		
Auditorium/Exhibition	4,000	<u>1.4</u>		5,600	<u>479</u>	2,682,400		
Campus Support Services	30,000	<u>1.4</u>		42,000	<u>432</u>	18,144,000		
				-		-		
				-		-		
				-		-		
				-		-		
Subtotal NASF:	75,936			106,310		46,118,733		
'Other Assignable' E&G Space	-			-		-		
Other Non-E&G Budget Entity Space	-			-		-		
Total:	75,936			106,310		46,118,733		
<small>* Apply Unit Cost to total GSF based on Space Type</small>								
<b>REMODELING / RENOVATION</b>								
							BEFORE	AFTER
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
Subtotal NASF:							-	-
'Other Assignable' E&G Space							-	-
Other Non-E&G Budget Entity Space							-	-
Total:							-	-

Grand Total:	75,936	106,310	46,118,733
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**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred		Projected Costs				Total
	to Date	Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-		18,447,493	27,671,240			46,118,733
Environmental Impacts/Mitigation	-	-	-	-	-	-	-
Site Preparation	-	-	1,494,425	1,494,425	-	-	2,988,850
Landscape / Irrigation	-	-	-	280,280	-	-	280,280
Plaza / Walks	-	-	-	506,000	-	-	506,000
Roadway Improvements	-	-	-	-	-	-	-
Parking :      spaces	-	-	-	-	-	-	-
Telecommunication	-	-	47,900	-	-	-	47,900
Electrical Service	-	-	-	-	-	-	-
Water Distribution	-	-	1,479,088	44,824	-	-	1,523,912
Sanitary Sewer System	-	-	-	-	-	-	-
Chilled Water System	-	-	800,000	-	-	-	800,000
Storm Water System	-	-	800,000	-	-	-	800,000
Energy Efficient Equipment	-	-	-	-	-	-	-
<b>Subtotal: Basic Const. Costs</b>	-	-	23,068,906	29,996,769	-	-	<b>53,065,675</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	-
Professional Fees		7,937,308		467,849			8,405,157
Fire Marshall Fees	-	599,642		-			599,642
Inspection Services	-	-	-	65,000			65,000
Insurance Consultant	-	-	-	511,912			511,912
Surveys & Tests	-	318,394	127,041	254,082			699,517
Permit / Impact / Environmental Fees	-	553,425					553,425
Artwork	-	-	-	265,328			265,328
Moveable Furnishings & Equipment	-	-	-	1,326,642			1,326,642
Project Contingency	-	591,231	591,231	1,182,462			2,364,925
<b>Subtotal: Other Project Costs</b>	-	10,000,000	718,273	4,073,276	-	-	<b>14,791,549</b>
<b>Total Project Cost:</b>	-	10,000,000	23,787,179	34,070,045	-	-	<b>67,857,224</b>

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
						24-25	10,000,000	Should equal <i>Total Project Cost</i> above
						25-26	23,787,179	
						26-27	34,070,045	
						27-28	-	
						28-29	-	
		-			-		<b>67,857,224</b>	<b>67,857,224</b>

## PECO Project Detail

University: New College of Florida  
 Project Name: Student Success and Living Learning Facility (E&G Component Only)  
 Project Address: TBD

Project Priority #: 2

### PROJECT NARRATIVE

This project student success and living learning facility that will provide student development, support and resources.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects <small>(1% per s. 1001.706(12)(c) F.S.)</small>	New Construction Projects <small>(2% per Board Regulation 14.002)</small>
Estimated Bldg Value:	\$ -	\$ -
Value Basis/Source:	Total construction cost or insurable value, whichever is greater, per Board Regulation 14.002	
Estimated 1st Yr Deposit:	\$ -	\$ -
Funding Source:		
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type <small>(per FICM)</small>	Net Sq. Ft. <small>(NSF)</small>	Net-to-Gross		Gross Sq. Ft. <small>(GSF)</small>	Unit Cost * <small>(per GSF)</small>	Building Cost		
		Conversion Factor					Remodeling Projects <b>Only</b>	
							BEFORE	AFTER
<b>NEW CONSTRUCTION</b>								
Classroom	-			-		-	-	-
Teaching Lab	-			-		-	-	-
Study	-			-		-	-	-
Office	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
Subtotal NASF:	-			-		-	-	-
'Other Assignable' E&G Space	-			-		-	-	-
Other Non-E&G Budget Entity Space	-			-		-	-	-
Total:	-			-		-	-	-
<small>* Apply Unit Cost to total GSF based on Space Type</small>								
<b>REMODELING / RENOVATION</b>								
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
Subtotal NASF:	-			-		-	-	-
'Other Assignable' E&G Space	-			-		-	-	-
Other Non-E&G Budget Entity Space	-			-		-	-	-
Total:	-			-		-	-	-

Grand Total:	-	-	-
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**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred to Date	Projected Costs					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-		15,000,000		-	-	15,000,000
Environmental Impacts/Mitigation	-				-	-	
Site Preparation	-				-	-	
Landscape / Irrigation	-				-	-	
Plaza / Walks	-				-	-	
Roadway Improvements	-				-	-	
Parking :      spaces	-				-	-	
Telecommunication	-				-	-	
Electrical Service	-				-	-	
Water Distribution	-				-	-	
Sanitary Sewer System	-				-	-	
Chilled Water System	-				-	-	
Storm Water System	-				-	-	
Energy Efficient Equipment	-				-	-	
<b>Subtotal: Basic Const. Costs</b>	-	-	15,000,000	-	-	-	<b>15,000,000</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	
Professional Fees		7,000,000					7,000,000
Fire Marshall Fees		200,000					200,000
Inspection Services							
Insurance Consultant							
Surveys & Tests		800,000					800,000
Permit / Impact / Environmental Fees		500,000					500,000
Artwork							
Moveable Furnishings & Equipment							
Project Contingency	-	1,500,000	-	-	-	-	1,500,000
<b>Subtotal: Other Project Costs</b>	-	10,000,000	-	-	-	-	<b>10,000,000</b>
<b>Total Project Cost:</b>	-	10,000,000	15,000,000	-	-	-	<b>25,000,000</b>

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
						24-25	10,000,000	Should equal <i>Total Project Cost</i> above
						25-26	15,000,000	
		-			-			
		-			-			
		-			-		25,000,000	<b>25,000,000</b>

## PECO Project Detail

University: New College of Florida  
 Project Name: Land Acquisition  
 Project Address: TBD

Project Priority #: 3

### PROJECT NARRATIVE

Land Acquisition

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects <small>(1% per s. 1001.706(12)(c) F.S.)</small>	New Construction Projects <small>(2% per Board Regulation 14.002)</small>
Estimated Bldg Value:	\$ -	\$ -
Value Basis/Source:	Total construction cost or insurable value, whichever is greater, per Board Regulation 14.002	
Estimated 1st Yr Deposit:	\$ -	\$ -
Funding Source:		
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type <small>(per FICM)</small>	Net Sq. Ft. <small>(NSF)</small>	Net-to-Gross		Gross Sq. Ft. <small>(GSF)</small>	Unit Cost * <small>(per GSF)</small>	Building Cost			
		Conversion Factor							
<b>NEW CONSTRUCTION</b>									
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
Subtotal NASF:	-			-		-			
'Other Assignable' E&G Space	-			-		-			
Other Non-E&G Budget Entity Space	-			-		-			
Total:	-			-		-			
<small>* Apply Unit Cost to total GSF based on Space Type</small>									
<b>REMODELING / RENOVATION</b>							<b>Remodeling Projects <u>Only</u></b>		
							<b>BEFORE</b>	<b>AFTER</b>	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
Subtotal NASF:	-			-		-	-	-	
'Other Assignable' E&G Space	-			-		-	-	-	
Other Non-E&G Budget Entity Space	-			-		-	-	-	
Total:	-			-		-	-	-	

Grand Total:	-	-	-
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**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred to Date	Projected Costs					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-						
Environmental Impacts/Mitigation	-						
Site Preparation	-						
Landscape / Irrigation	-						
Plaza / Walks	-						
Roadway Improvements	-						
Parking :      spaces	-						
Telecommunication	-						
Electrical Service	-						
Water Distribution	-						
Sanitary Sewer System	-						
Chilled Water System	-						
Storm Water System	-						
Energy Efficient Equipment	-	-	-	-	-	-	
<b>Subtotal: Basic Const. Costs</b>	-	-	-	-	-	-	
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	8,000,000	2,000,000	-	-	-	10,000,000
Professional Fees	-	-	-	-	-	-	
Fire Marshall Fees	-	-	-	-	-	-	
Inspection Services	-	-	-	-	-	-	
Insurance Consultant	-	-	-	-	-	-	
Surveys & Tests	-	-	-	-	-	-	
Permit / Impact / Environmental Fees	-	-	-	-	-	-	
Artwork	-	-	-	-	-	-	
Moveable Furnishings & Equipment	-	-	-	-	-	-	
Project Contingency	-	-	-	-	-	-	
<b>Subtotal: Other Project Costs</b>	-	8,000,000	2,000,000	-	-	-	10,000,000
<b>Total Project Cost:</b>	-	8,000,000	2,000,000	-	-	-	10,000,000

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
						24-25	8,000,000	Should equal Total Project Cost above
						25-26	2,000,000	
		-			-			
		-			-			
		-			-		10,000,000	10,000,000

## PECO Project Detail

**Project Priority #: 4**

University: New College of Florida  
 Project Name: Old Caples House & Carriage House Exterior Renovations  
 Project Address: 351 & 375 Caples Drive, Sarasota, FL 34243

### PROJECT NARRATIVE

This project will focus on two buildings constructed in 1930. Work will include roofing and exterior stucco repairs to align them with current regulations as well as preserve them historically. This project will facilitate growth in existing academic programs that will result in improved 4-year graduation rates and subsequent enrollment growth.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects (1% per s. 1001.706(12)(c) F.S.)	New Construction Projects (2% per Board Regulation 14.002)
Estimated Bldg Value:	\$ 16,308,000	\$ -
Value Basis/Source:	Total construction cost or insurable value, whichever is greater, per Board Regulation 14.002	
Estimated 1st Yr Deposit:	\$ 163,080	\$ -
Funding Source:		
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type (per FICM)	Net Sq. Ft. (NSF)	Net-to-Gross		Gross Sq. Ft. (GSF)	Unit Cost * (per GSF)	Building Cost		
		Conversion Factor					Remodeling Projects <b>Only</b> BEFORE	AFTER
<b>NEW CONSTRUCTION</b>								
	-			-		-		
	-			-		-		
	-			-		-		
	-			-		-		
	-			-		-		
	-			-		-		
	-			-		-		
	-			-		-		
Subtotal NASF:	-			-		-		
'Other Assignable' E&G Space	-			-		-		
Other Non-E&G Budget Entity Space	-			-		-		
Total:	-			-		-		
* Apply Unit Cost to total GSF based on Space Type								
<b>REMODELING / RENOVATION</b>								
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
	-			-		-	-	-
Subtotal NASF:	-			-		-	-	-
'Other Assignable' E&G Space	5,071	1.608		8,154	850	6,931,043	-	-
Other Non-E&G Budget Entity Space	-			-		-	-	-
Total:	5,071			8,154		6,931,043	-	-

Grand Total:	5,071	8,154	6,931,043
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**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred to Date	Projected Costs					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-	6,931,043					6,931,043
Environmental Impacts/Mitigation	-						
Site Preparation	-						
Landscape / Irrigation	-						
Plaza / Walks	-						
Roadway Improvements	-						
Parking :      spaces	-						
Telecommunication	-						
Electrical Service	-						
Water Distribution	-						
Sanitary Sewer System	-						
Chilled Water System	-						
Storm Water System	-						
Energy Efficient Equipment	-						
<b>Subtotal: Basic Const. Costs</b>	-	6,931,043	-	-	-	-	<b>6,931,043</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-	-	-	-	-	-	
Professional Fees							
Fire Marshall Fees							
Inspection Services							
Insurance Consultant							
Surveys & Tests							
Permit / Impact / Environmental Fees							
Artwork							
Moveable Furnishings & Equipment							
Project Contingency							
<b>Subtotal: Other Project Costs</b>	-	-	-	-	-	-	
<b>Total Project Cost:</b>	-	6,931,043	-	-	-	-	<b>6,931,043</b>

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
						24-25	6,931,043	Should equal <i>Total Project Cost</i> above
		-			-		6,931,043	<b>6,931,043</b>

## PECO Project Detail

University: New College of Florida  
 Project Name: Shared Use Facility – NCF/FSU Ringling Chiller Plant Expansion  
 Project Address: 5790 Bay Shore Rd.

Project Priority #: 5

### PROJECT NARRATIVE

Shared Use Facility – NCF/FSU Ringling Chiller Plant Expansion. The recently combined chiller plant serving both institutions allows for more efficient use of existing equipment/chiller capacity and provides an increased level of chiller back up support. A management agreement has been developed to govern the operation of the joint use plant. The existing facility services a total of approx. 789,489 sf of space for both colleges, but there are several buildings on NCF's campus that are not connected to the plant. With NCF's future growth it is more efficient to add existing and future buildings to the chiller plant. The chiller plant is at capacity and several of the chillers are nearing their end of useful life and therefore requires an expansion.

### RESERVE ESCROW PLAN

	Renovation/Remodeling Projects <small>(1% per s. 1001.706(12)(c) F.S.)</small>	New Construction Projects <small>(2% per Board Regulation 14.002)</small>
Estimated Bldg Value:	\$ -	\$ -
Value Basis/Source:	Total construction cost or insurable value, whichever is greater, per Board Regulation 14.002	
Estimated 1st Yr Deposit:	\$ -	\$ -
Funding Source:		
Comments:		

### BUILDING SPACE DESCRIPTION (account for all building space below)

Space Type <small>(per FICM)</small>	Net Sq. Ft. <small>(NSF)</small>	Net-to-Gross		Gross Sq. Ft. <small>(GSF)</small>	Unit Cost * <small>(per GSF)</small>	Building Cost			
		Conversion Factor							
<b>NEW CONSTRUCTION</b>									
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
	-			-		-			
Subtotal NASF:	-			-		-			
'Other Assignable' E&G Space	-			-		-			
Other Non-E&G Budget Entity Space	-			-		-			
Total:	-			-		-			
<small>* Apply Unit Cost to total GSF based on Space Type</small>									
<b>REMODELING / RENOVATION</b>							<b>Remodeling Projects <u>Only</u></b>		
							<b>BEFORE</b>	<b>AFTER</b>	
Campus Support Services	4,993	1.4		6,990	880	6,151,376	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
	-			-		-	-	-	
Subtotal NASF:	4,993			6,990		6,151,376	-	-	
'Other Assignable' E&G Space	-			-		-	-	-	
Other Non-E&G Budget Entity Space	-			-		-	-	-	
Total:	4,993			6,990		6,151,376	-	-	

Grand Total:	4,993	6,990	6,151,376
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**PROJECT COMPONENT COSTS & PROJECTIONS**

	Costs Incurred to Date	Projected Costs					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
<b>Basic Construction Costs</b>							
Building Cost (from above)	-	6,151,376					6,151,376
Environmental Impacts/Mitigation	-						
Site Preparation	-						
Landscape / Irrigation	-						
Plaza / Walks	-						
Roadway Improvements	-						
Parking :      spaces	-						
Telecommunication	-						
Electrical Service	-						
Water Distribution	-						
Sanitary Sewer System	-						
Chilled Water System	-						
Storm Water System	-						
Energy Efficient Equipment	-						
<b>Subtotal: Basic Const. Costs</b>	-	6,151,376					<b>6,151,376</b>
<b>Other Project Costs</b>							
Land / existing facility acquisition	-						
Professional Fees	-						
Fire Marshall Fees	-						
Inspection Services	-						
Insurance Consultant	-						
Surveys & Tests	-						
Permit / Impact / Environmental Fees	-						
Artwork	-						
Moveable Furnishings & Equipment	-						
Project Contingency	-						
<b>Subtotal: Other Project Costs</b>	-						
<b>Total Project Cost:</b>	-	6,151,376					<b>6,151,376</b>

**PROJECT FUNDING**

Funding Received to Date (all sources)			Projected Supplemental Funding			Projected PECO Requests		Total Project Cost
Source	FY	Amount	Source	FY	Amount	FY	Amount	
						24-25	6,151,376	Should equal <i>Total Project Cost</i> above
		-					6,151,376	<b>6,151,376</b>

# NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: June 1, 2023

**SUBJECT: Approve Summer Renovations – Palmer Buildings and Reichert/ Knight House**

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## PROPOSED BOARD ACTION

Consider approval of summer renovation plans for the Palmer buildings including A, B, C, D, E, and Counseling and Wellness Center (CWC) and the Reichert/Knight Houses located on 58<sup>th</sup> Street.

## BACKGROUND

The Palmer dormitory buildings were built in 1969 and later renovated to convert buildings A, C, D, and E into office space. These low budget Palmer buildings have brought on long-term maintenance problems. According to the Educational Plant Survey for New College, as required under 14.006, BOG Regulation, for the Five-year Period Ending June 30, 2024 the buildings were recommended to be demolished due to their unsatisfactory condition. Palmer B (B Dorm) has had multiple sanitary and water pipe issues in recent years. The Reichert/Knight houses owned by New College are not currently occupied and are in poor condition.

The plan is outlined as follows and would be completed or mostly completed by the start of the Fall semester.

1. Move current employees in A, C, D, E and CWC to the Car Museum space and other spaces on campus currently underutilized which would be retrofitted to house these offices for 2-5 years.
  - a. Current occupants of the buildings include:
    - i. Palmer A: Information Technology staff and Postal Services
    - ii. Palmer C: Human Resources
    - iii. Palmer D: Start Center, Finance & Accounting staff
    - iv. Palmer E: Emeritus Offices, Academic Space, Union Offices, Storage
    - v. CWC: Student Health Services
  - b. Additional items that would be developed in the Car Museum space include an athletics gym.
2. Palmers A, B, C, D, E and CWC would ultimately be demolished.
3. Palmer B Dorm – Would be taken offline and no students would occupy the building for the 2023-24 school year.
4. Demolition of Reichert/Knight houses which are in poor condition would occur.
5. Total cost for demolition includes: Palmer Buildings (\$757,276.30) and Reichert (\$98,671.89) and Knight (\$97,210.73)
6. Total cost for retrofitting other office spaces: \$500,000 - \$1,500,000

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## Supporting Documentation:

- Educational Plant Survey for New College of Florida for the Five-Year Period Ending June 30, 2024

**Facilitator(s)/Presenter(s):** Vice President, Finance and Administration, Chris Kinsley

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: June 1, 2023

**SUBJECT: Ratification of Changes to the Collective Bargaining Agreement between New College of Florida and the United Faculty of Florida**

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### **PROPOSED BOARD ACTION**

Ratification of changes to the current Collective Bargaining Agreement (Agreement) between New College of Florida (NCF) and the United Faculty of Florida (UFF), as recommended by the College's management representatives.

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### **BACKGROUND**

Following duly noticed negotiating sessions regarding an update to the current three-year Agreement, NCF's management representatives and the UFF collective bargaining unit representatives have reached tentative agreement on changes to articles in the current agreement as set forth below and within the attachments provided.

The changes to the Agreement have been ratified by majority vote of the collective bargaining unit members.

### ***Summary of the Changes in the 2021-2024 Collective Bargaining Agreement Between New College of Florida and the United Faculty of Florida***

The most important fiscal component of the Agreement involves **Article 23 – Salaries**. The recurring salary increase affects 102 employees covered under the UFF collective bargaining agreement and totals approximately \$401,665 for the base increase as detailed below. Taxes and benefits costs add approximately \$70,646 for a total all-in cost of \$472,311 for Fiscal Year 2023. These changes, if approved by the Board of Trustees, would be effective on July 10, 2022.

Details of the across the board increase are:

- (a) Employees making less than \$60,000.00 will receive a 5.25% increase in base salary.
- (b) Employees making \$60,000.00 to \$99,999.99 will receive a 5.0% increase in base salary.
- (c) Employees making \$100,000 or more will receive a \$5,000 increase in base salary.

For comparison, the previous increase approved last year, was an average of 3.16% and was retroactive to the beginning of the academic year. It was comprised of the following:

- (a) Employees making \$70,000.00 or less received a 3.5% increase in base salary.
- (b) Employees making \$70,000.01 to \$99,999.99 received a 3% increase in base salary.
- (c) Employees making \$100,000.00 or more received a 2% increase in base salary.

Proposed language in underline format and deleted language in ~~strike-through~~ format is provided for reference. A summary of the proposed amendments is as follows:

**Definitions**

The parties agreed to remove the Clerk of the College language as NCF does not have this role.

**Article 8.4(c) – Appointment, Extra College Compensation Appointments**

This section affirms the College’s commitment to post all opportunities for extra compensation to allow qualified individuals to apply to be considered for the appointment.

**Article 17.5 – Leaves, Holidays**

This section adds three (3) Federal holidays to the paid holidays provided to employees.

**Article 17.10 – Leaves, Administrative Leave**

This section provides five days of bereavement leave to employees.

**Article 20 – Grievance Procedure and Arbitration**

The parties agreed to direct grievance documents to the Chief Human Resources Officer.

**Article 23 – Salaries**

This section sets forth a competitive base pay adjustment for bargaining unit members with an effective date of July 10, 2022.

**Article 30 – Amendment and Duration**

This section sets the dates for renegotiations of the Agreement.

**Supporting Documentation Included:**

Proposed collective bargaining agreement changes between New College of Florida and the United Faculty of Florida, for 2023-2025 (REDLINE VERSION).

**Facilitators/Presenters:**

Erika Worthy, Chief Human Resources Officer/Chair of Management Team  
Other Members of NCF’s Management Bargaining Team:  
Chris Kinsley, CFO  
Gail Farb, Williams Parker  
Kimbrell Hines, Williams Parker  
Lara Sladick, Director, Human Resources  
Justin Miller, Director, Office of Research Programs & Services

NCF/UFF Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Definitions**

**Current Language**

5. "Clerk of the College" means the person identified by the Board to serve as the agency clerk for New College of Florida. The Clerk of New College of Florida is:

Cook Hall Room 203  
New College of Florida  
5800 Bay Shore Road  
Sarasota, FL 34243-2109  
Phone: 941.487.4100

**NCF Proposal (04/27/23)**

~~5. "Clerk of the College" means the person identified by the Board to serve as the agency clerk for New College of Florida. The Clerk of New College of Florida is:~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_ Cook Hall Room 203~~  
~~\_\_\_\_\_ New College of Florida~~  
~~\_\_\_\_\_ 5800 Bay Shore Road~~  
~~\_\_\_\_\_ Sarasota, FL 34243-2109~~  
~~\_\_\_\_\_ Phone: 941.487.4100~~

**UFF accepts the NCF proposal (05/24/23)**

\_\_\_\_\_  
David Rohrbacher, UFF

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erika Worthy, NCF

\_\_\_\_\_  
Date

NCF/UFF Collective Bargaining Proposals & Responses

Fiscal Year 2022-2023

**Article 8: Appointment**

8.4(c) Extra College Compensation Appointments

**Current Language**

8.4 Appointments

(c) Extra College Compensation Appointments. Extra College compensation is defined as College compensation for any duties in excess of a full appointment (1.0 FTE). Available extra College compensation appointments shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection.

**NCF Response (11/29/22)**

8.4 Appointments

(c) Extra College Compensation Appointments. Extra College compensation is defined as College compensation for any duties in excess of a full appointment (1.0 FTE). Available extra College compensation appointments shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. The College will post all opportunities for extra compensation not already specified by grant funding on the internal Employment website for a minimum of seven (7) days to allow qualified individuals to apply to be considered for the appointment.

**UFF Accepted this Proposal (12/15/22)**

\_\_\_\_\_  
David Rohrbacher, UFF      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

NCF/UFF Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 17: Leaves,  
17.5 Holidays**

**Current Language**

**17.5 Holidays.**

An employee shall be entitled to observe all official holidays designated in accordance with Section 110.117, Florida Statutes and Board Regulations. Classes not held because of a holiday shall not be rescheduled.

- (a) Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.
- (b) If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

**NCF Proposal (11/29/22)**

**17.5 Holidays.**

The following days of the year are established as paid holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (third Monday in January)
- Washington's Birthday (third Monday in February) (NEW)
- Memorial Day (last Monday in May)
- Juneteenth National Independence Day (June 19) (NEW)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (second Monday in October) (NEW)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Day (December 25)

Winter Break - At the discretion of the College's Board of Trustees, work days between Christmas and New Year's Day and certain other work days may be established as paid holidays.

If the holiday falls on Saturday, the holiday is observed on Friday. If the holiday falls on Sunday, the holiday is observed on Monday. Classes not held because of a holiday shall not be rescheduled.

(a) Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

(b) If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

**UFF Accepted this Proposal (12/15/22)**

\_\_\_\_\_  
David Rohrbacher, UFF      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

NCF/UFF Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 17: Leaves,**  
**17.10 Administrative Leaves**  
(f) Bereavement Leave

**Current Language**

No current language

**NCF Proposal (11/29/22)**

**17.10 Administrative Leaves**

(f) Bereavement Leave

An employee upon request shall be granted up to-five (5) days of authorized bereavement leave with pay upon the death of a member of his or her immediate family. Death must have occurred while the employee is employed by New College.

- A. Immediate family is defined to include spouse or domestic partner; and their parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, stepbrothers, stepsisters, aunt, uncle, niece, or nephew.
- B. A copy of an obituary, worship bulletin or certificate of death will be required in order to approve the Bereavement Leave.

**UFF Accepted this Proposal (12/15/22)**

\_\_\_\_\_  
David Rohrbacher, UFF      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

NCF/UFF Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 20 Grievance Procedure and Arbitration**  
**20.8 Formal Grievance Procedure**

**Current Language**

**20.8 Formal Grievance Procedure.**

- (a) Filing.
- (1) A grievance shall be filed with the Clerk of the College at Step 1 within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The thirty-day period shall be determined by the date the grievance is received by the Clerk of the College, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the grievance, the Clerk of the College shall issue the grievant a written acknowledgement that it received the grievance and the date of actual receipt or postmark as appropriate. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.
  - (2) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of Article 20. An act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full-pay period in which the annual salary increases referenced in Article 23 are reflected
  - (3) The filing of a grievance constitutes a waiver of any rights to judicial or administrative review of action by the College pursuant to Chapter 120, Florida Statutes or to the review of such actions under College procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of this Agreement identified at the initial filing may be considered at subsequent steps.
- (b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the College and the UFF. Upon failure of the College to provide a decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.
- (c) Postponement.
- (1) The grievant may, in the written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance. Upon request, the Step 1 reviewer shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the President that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.
  - (2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in Section 20.15, the postponement period shall be no more than seven (7) days unless the employee and the College agree otherwise.

\_\_\_\_\_  
David Rohrbacher, UFF      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

**Article 20 Grievance Procedure and Arbitration**

**20.8 Formal Grievance Procedure**

(d) Step 1.

- (1) Meeting. The Step 1 reviewer or representative and the grievant and the grievant's representative shall meet no sooner than seven (7) and no later than fifteen (15) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Step 1 reviewer or representative, shall discuss the grievance.
- (2) Decision. The Step 1 reviewer or representative shall issue a written decision, stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 1 representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the NCUFF if grievant elected self-representation or representation by legal counsel.
- (3) Documents. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

(e) Step 2.

- (1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Clerk of the College within thirty (30) days following receipt of the Step 1 decision by the grievant or grievant's Step 1 representative. The thirty-day period shall be determined by the date the request for review is received by Clerk of the College, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the request for review, the Clerk of the College shall issue the grievant and the grievant's representative a written acknowledgement that it received the request for review and the date of actual receipt or postmark as appropriate. The President, and the grievant and/or representative of the grievant shall meet for the purpose of reviewing the matter no later than thirty (30) days following receipt of the request for review.
- (2) Decision. The President shall issue a written decision stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 2 representative (if grievant is represented by UFF, the decision will be sent to the UFF State Office and NCUFF within thirty (30) days following the conclusion of the review meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF State Office and NCUFF if the grievant elected self-representation or representation by legal counsel.

**NCF Proposal (04/27/23)**

**20.8 Formal Grievance Procedure.**

\_\_\_\_\_  
David Rohrbacher, UFF      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

**Article 20 Grievance Procedure and Arbitration**

**20.8 Formal Grievance Procedure**

(b) Filing.

- (1) A grievance shall be filed with the ~~Clerk of the College~~ Chief Human Resources Officer at Step 1 within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The thirty-day period shall be determined by the date the grievance is received by the ~~Clerk of the College~~ Chief Human Resources Officer, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the grievance, the ~~Clerk of the College~~ Chief Human Resources Officer shall issue the grievant a written acknowledgement that it received the grievance and the date of actual receipt or postmark as appropriate. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.
- (2) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of Article 20. An act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full-pay period in which the annual salary increases referenced in Article 23 are reflected
- (3) The filing of a grievance constitutes a waiver of any rights to judicial or administrative review of action by the College pursuant to Chapter 120, Florida Statutes or to the review of such actions under College procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of this Agreement identified at the initial filing may be considered at subsequent steps.

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

(e) Postponement.

- (3) The grievant may, in the written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance. Upon request, the Step 1 reviewer shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the President that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.
- (4) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in Section 20.15, the postponement period shall be no more than seven (7) days unless the employee and the College agree otherwise.

(d) Step 1.

- (1) Meeting. The Step 1 reviewer or representative and the grievant and the grievant's

\_\_\_\_\_  
David Rohrbacher, UFF      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

**Article 20 Grievance Procedure and Arbitration**

**20.8 Formal Grievance Procedure**

representative shall meet no sooner than seven (7) and no later than fifteen (15) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the Step 1 reviewer or representative, shall discuss the grievance.

- (2) Decision. The Step 1 reviewer or representative shall issue a written decision, stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 1 representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the NCUFF if grievant elected self-representation or representation by legal counsel.
- (3) Documents. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

(e) Step 2.

- (3) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the ~~Clerk of the College Chief Human Resources Officer~~ within thirty (30) days following receipt of the Step 1 decision by the grievant or grievant's Step 1 representative. The thirty-day period shall be determined by the date the request for review is received by ~~Clerk of the College Chief Human Resources Officer~~, if hand-delivered, or by the postmark date, if mailed. Immediately upon receipt of the request for review, the ~~Clerk of the College Chief Human Resources Officer~~ shall issue the grievant and the grievant's representative a written acknowledgement that it received the request for review and the date of actual receipt or postmark as appropriate. The President, and the grievant and/or representative of the grievant shall meet for the purpose of reviewing the matter no later than thirty (30) days following receipt of the request for review.
- (4) Decision. The President shall issue a written decision stating the reasons therefore, and shall serve a copy of same together with a certification of the date of service upon grievant and grievant's Step 2 representative (if grievant is represented by UFF, the decision will be sent to the UFF State Office and NCUFF within thirty (30) days following the conclusion of the review meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 if the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF State Office and NCUFF if the grievant elected self-representation or representation by legal counsel.

**UFF accepts the NCF proposal (04/27/23)**

\_\_\_\_\_  
David Rohrbacher, UFF      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

NCF/UFF Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 23: Salaries**

**Current Language**

No current language for Academic Year 2022-2023

**NCF Proposal (05/24/23)**

Academic Year 2022-2023

**Base Salary Increase**

1. Effective July 10, 2022, each eligible employee shall receive an increase to base salary as detailed below. Increases will be reflected in the paycheck dated June 30, 2023. Retroactive pay will be calculated and paid no later than the paycheck dated July 28, 2023.

- Eligible employees making less than \$60,000.00 shall receive a 5.25% increase to base salary.
- Eligible employees making \$60,000.00 to \$99,999.99 shall receive a 5.0% increase to base salary.
- Eligible employees making \$100,000.00 or more shall receive an increase of \$5,000.00 to base salary.

2. To receive the base salary increase authorized by this section, the employee must have been a regular employee on or before July 1, 2022, and must be continuously employed by the College through June 10, 2023.

3. Eligible employees must have received a satisfactory or better annual evaluation for Academic Year 2021-22. A satisfactory evaluation is when a majority of the employee's assigned duties are evaluated as satisfactory or better.

**Differential Pay in Academic Year 2020-2021**

In order to equalize treatment across the bargaining unit, NCF and UFF agree to provide all 9-month faculty paid over 9 months a one-time retroactive payment, which will be provided in a separate detailed list. Eligible employees are those hired prior to August 1, 2021, and who are currently employed by the College. This payment will be made on the July 28, 2023, pay check.

**UFF accepts the NCF proposal (05/24/23)**

\_\_\_\_\_  
David Rohrbacher, UFF

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erika Worthy, NCF

\_\_\_\_\_  
Date

NCF/UFF Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 30: Amendment and Duration**

**Current Language**

**30.1 Effective Date.**

This Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 2021.

- a. Renegotiations for this Agreement term July 1, 2018 (2019, 2020 respectively) through June 30, 2019 (2020, 2021 respectively), shall begin no later than October 1, 2018 (2019, 2020) respectively, and shall include Articles 23 and 24 and up to three additional articles to be chosen by each party.
- b. The parties may agree to include other subjects in their renegotiations.

**30.2 Amendments.**

In the event the College and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

**NCF Proposal (12/15/22)**

**30.1 Effective Date.**

This Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, ~~2021~~ 2024.

- a. Renegotiations for this Agreement term July 1, ~~2018~~ 2021 (~~2019, 2020~~ 2022, 2023 respectively) through June 30, ~~2019~~ 2022 (~~2020, 2021~~ 2023, 2024 respectively), shall begin no later than October 1, ~~2018~~ 2021 (~~2019, 2020~~ 2022, 2023) respectively, and shall include Articles 23 and 24 and up to three additional articles to be chosen by each party.
- c. The parties may agree to include other subjects in their renegotiations.

**30.2 Amendments.**

In the event the College and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

**UFF Accepts this Proposal (12/15/22)**

\_\_\_\_\_  
David Rohrbacher, UFF      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: June 1, 2023

**SUBJECT: Ratification of Changes to the Collective Bargaining Agreement between New College of Florida and the American Federation of State, County and Municipal Employees**

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### **PROPOSED BOARD ACTION**

Ratification of changes to the current Collective Bargaining Agreement (Agreement) between New College of Florida (NCF) and the American Federation of State, County and Municipal Employees (AFSCME), as recommended by the College's management representatives.

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### **BACKGROUND**

Following duly noticed negotiating sessions regarding an update to the current three-year Agreement, NCF's management representatives and the AFSCME collective bargaining unit representatives have reached tentative agreement on changes to articles in the current agreement as set forth below and within the attachments provided.

The changes to the Agreement have been ratified by majority vote of the collective bargaining unit members.

### ***Summary of the Changes in the 2021-2024 Collective Bargaining Agreement Between New College of Florida and the American Federation of State, County and Municipal Employees***

The most important fiscal component of the Agreement involves **Article 7 – Wages**. The recurring wage increase affects 46 employees covered under the AFSCME collective bargaining agreement and totals approximately \$96,189 for the base increase. Taxes and benefits costs add approximately \$19,052 for a total all-in cost of \$115,241 for Fiscal Year 2023. These changes, if approved by the Board of Trustees, would be effective on July 10, 2022. Details of the increase are as follows:

- Employees making less than \$28.85 per hour will receive a 5.25% increase to base hourly wage.
- Employees making \$28.85 or more per hour will receive a 5.0% increase to base hourly wage.

For comparison, the previous increase approved last year, was a 2.0% and was retroactive to the beginning of the academic year.

Proposed language in underline format and deleted language in ~~strike-through~~ format is provided for reference. A summary of the proposed amendments is as follows:

### **Article 3 – Management Rights**

This section affirms the College's commitment to direct all supervisors to be aware of the Agreement and to treat employees with respect.

### **Article 5 – AFSCME Activities**

This section clarifies that union negotiation team members are paid for the time they serve in negotiation meetings.

### **Article 7 – Wages**

This section sets forth a competitive base pay adjustment and annual percentage increase for bargaining unit members with an effective date of July 10, 2022.

### **Article 8 – Hours of Work**

This section was updated with agreed upon changes in employee schedules and clarification of when the shift differential is paid. The parties also agreed to allow for more flexibility regarding rest breaks.

### **Article 9 – Benefits**

This section extends the tuition remission benefit to the AFSCME employees.

### **Article 11 Leaves of Absence/Holidays**

Changes to this section include:

- Adding three (3) paid Federal holidays to AFSCME employees,
- Extending the time that employees are allowed to exhaust their Special Pandemic Leave hours and terminates the benefit effective July 9, 2023,
- Expanding bereavement leave from three (3) days to five (5) days, and
- Expanding Paid Parental Leave from 80 hours to 240 hours.

### **Article 21 – Performance Evaluations**

The parties agreed to a change which allows management to provide special performance appraisals when deemed necessary to manage employee performance.

### **Article 28 – Duration**

This section sets the dates for renegotiations of the Agreement.

### **Supporting Documentation Included:**

Proposed collective bargaining agreement changes between New College of Florida and the American Federation of State, County and Municipal Employees, for 2023-2025 (REDLINE VERSION).

### **Facilitators/Presenters:**

Erika Worthy, Chief Human Resources Officer/Chair of Management Team  
Other Members of NCF's Management Bargaining Team:  
Curtis Davis, Interim Assistant Vice President, Facilities Management  
Gail Farb, Williams Parker  
Kimbrell Hines, Williams Parker  
Chris Kinsley, CFO  
Lara Sladick, Director, Human Resources  
Corina Velasquez, Assistant Vice President, Human Resources

NCF/AFSCME Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 3: Management Rights**

**Current Language**

AFSCME agrees that the College has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the College, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the College to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

**NCF Response (01/23/23)**

AFSCME agrees that the College has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the College, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the College to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement. It is the right of the College to direct its supervisory personnel to be aware of the Union Contract and to treat employees with respect.

**AFSCME accepts the NCF Response (01/23/23)**

\_\_\_\_\_  
Marguerite Perretta, AFSCME

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erika Worthy, NCF

\_\_\_\_\_  
Date

**Article 5: AFSCME Activities, Section 5.8 Negotiations**

**Current Language**

5.8 Negotiations.

C. Negotiation Leave.

1. For each round of negotiations, each Committee member shall be granted time off with pay to attend negotiating sessions with the College.
2. No Committee member or alternate shall be credited with more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.
3. The College shall not reimburse the Committee member or alternate for any expenses incurred while on paid negotiation leave.
4. The alternate who is not substituting for absent Committee members shall have the right to request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the College or be unreasonably denied.

**NCF Proposal (01/23/23)**

5.8 Negotiations.

C. Negotiation Time.

1. For each round of negotiations, each Committee member shall request and be granted paid time to attend negotiating sessions with the College. Committee members shall notify their supervisor at least 24 hours in advance of their attendance at a negotiation session.
2. No Committee member or alternate shall be credited with more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.
3. The College shall not reimburse the Committee member or alternate for any expenses incurred while on paid negotiation time.
4. The alternate who is not substituting for absent Committee members shall have the right to request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the College or be unreasonably denied.
5. Employees other than Committee members may request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions and such requests shall not be unreasonably denied. If such requests are denied, the supervisor shall provide such denial in writing.

**AFSCME accepts the NCF Proposal (01/23/23)**

\_\_\_\_\_  
Marguerite Perretta, AFSCME

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erika Worthy, NCF

\_\_\_\_\_  
Date

NCF/AFSCME Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 7: Wages**

**Current Language**

For Fiscal Year 2021-2022, the College will implement salary increases in accordance with the following provisions:

**7.1 Base Salary Increase**

A. Effective August 8, 2021, each eligible employee shall receive a 2% increase to base salary as detailed below. Increases will be reflected in the April 8, 2022, paycheck.

B. To receive the base salary increase authorized by this section, the employee must have been a regular employee before July 1, 2021, and must be continuously employed by the College through March 19, 2022. If an employee submits a notice of resignation from the College or receives a notice of adverse action to terminate prior to April 2, 2022, but continues working up to and including April 2, 2022, he/she will not receive the base salary increase.

C. Eligible employee refers to an employee who is, at minimum, meeting his or her required performance standards (effective rating). If an ineligible employee (marginal or unsatisfactory rating) achieves performance standards (effective rating) subsequent to implementation of the increase to base salary on or before the end of the fiscal year on June 30, 2022, the employee will receive the pay adjustment as of such date. There will be no retroactive pay.

**7.2 One-Time Lump Sum Bonus**

A. Each eligible employee shall receive a non-recurring, one-time lump sum bonus payment of \$2,000.00 less any applicable taxes and withholding. Each eligible part time employee shall receive this bonus payment prorated based on the full-time equivalency of their position. This bonus shall not be used to calculate base rate of pay.

B. The bonus payments will be distributed on April 8, 2022,

C. Eligible employee refers to all regular employees who:

1. Were hired before July 1, 2021,
2. Have been continuously employed through March 19, 2022,
3. Do not have a current performance evaluation on file with a marginal or unsatisfactory rating,
4. Have not resigned their position with or without notice or have not received a notice of adverse action to terminate employment for cause prior to April 2, 2022.
5. Any employee who still may be in their probationary period will not be eligible to receive the one-time lump sum bonus until successful completion of the probationary period.

**7.3 Minimum Wage**

The minimum starting salary is \$13.00 per hour.

**NCF Response (05/23/23)**

For Fiscal Year 2022-2023, the College will implement wage increases in accordance with the following provisions:

**7.1 Compression Adjustment and Base Hourly Wage Rate Increase**

A. Effective July 10, 2022, each eligible employee shall receive a Compression Adjustment of \$1.00 per hour and then an increase to base hourly wage rate as detailed below. Increases will be reflected in the

\_\_\_\_\_  
Marguerite Perretta, AFSCME      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

NCF/AFSCME Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 7: Wages**

June 30, 2023, paycheck. Retroactive pay will be calculated and paid on the July 28, 2023, paycheck.

- Employees making less than \$28.85 per hour will receive a 5.25% increase to the base hourly wage.
- Employees making \$28.85 or more per hour will receive a 5.0% increase to the base hourly wage.

Effective July 10, 2022, the current incumbent Custodial Workers hired before January 1, 2011, will receive an additional \$1.25 added to their base hourly wage rate and the current incumbent Groundskeepers hired before January 1, 1998, will receive an additional \$1.25 added to their base hourly wage rate.

Effective July 10, 2022, the current incumbent Senior Custodial Worker will receive an additional \$3.30 added to their base hourly wage rate and the current incumbent Senior Groundskeeper will receive an additional \$2.25 added to their base hourly wage rate.

B. To receive the compression adjustment and base hourly wage rate increase authorized by this section, the employee must have been a regular employee before July 1, 2022, and must be continuously employed by the College through June 10, 2023.

C. Eligible employee refers to an employee who is, at minimum, meeting the employee's required performance standards (effective rating). If an ineligible employee (marginal or unsatisfactory rating) achieves performance standards (effective rating or higher) subsequent to implementation of the compression adjustment and increase to base hourly wage rate on or before the end of the fiscal year on June 30, 2023, the employee will receive the pay adjustment as of such date. There will be no retroactive pay.

## **7.2 Minimum Wage**

The minimum starting base hourly wage rate is 15.00 per hour. Effective March 19, 2023, all bargaining unit employees currently paid below \$15.00 per hour will be raised to the new minimum base hourly wage rate, and then will be eligible for the compression adjustment and base hourly wage rate increase detailed in section 7.1.

**AFSCME accepts the NCF proposal 05/23/23.**

NCF/AFSCME Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 8: Hours of Work, Section 8.2 Shift Differential**

**Current Language**

8.2 Shift Differential.

Employees shall receive a \$2.00 per hour shift differential as defined below:

A. For Police Communication Officers and the Senior Police Communication Officer the two shifts are defined as

- Day Shift 6:00 a.m. – 6:00 p.m. Hours worked during this time frame are not eligible for shift differential.
- Night Shift 6:00 p.m. – 6:00 a.m. Hours worked during this time frame are eligible for shift differential.

B. For Senior Library Technical Assistants the four shifts are defined as

- Day Shift 8:00 a.m. – 4:00 p.m. or 10:00 a.m. – 6:00 p.m. Hours worked during this time frame are not eligible for shift differential.
- Middle Shift 1:00 p.m. – 9:00 p.m. Hours worked during this time frame are eligible for shift differential.
- Night Shift 5:00 p.m. – 1:00 a.m. Hours worked during this time frame are eligible for shift differential.

C. For Custodial Workers the two shifts are defined as

- Day Shift 8:00 a.m. – 4:30 p.m. Hours worked during this time frame are not eligible for shift differential.
- Night Shift 12:00 a.m. – 8:30 a.m. Hours worked during this time frame are eligible for shift differential.

Employees regularly assigned to the shifts eligible for shift differential (middle and night shift) will receive the shift differential for all hours worked including temporary assignments (i.e. if a custodial worker regularly assigned to the night shift is assigned to the day shift for the summer, they will retain their shift differential for all hours worked).

Employees not regularly assigned to the shifts eligible for the shift differential (day shift) will only receive the shift differential when working hours on the middle or night shift.

Management may change the defined shifts as department needs change. If a change in shift is required, management, working with Human Resources and the AFSCME Local President, will define which hours of work will be entitled to shift differential.

**NCF Proposal (01/23/23)**

8.2 Shift Differential.

Employees shall receive a \$2.00 per hour shift differential as defined below:

A. For Police Communication Officers and the Senior Police Communication Officer, the two shifts are defined as

- Day Shift 6:00 a.m. – 6:00 p.m. Hours worked during this time frame are not eligible for shift differential.

\_\_\_\_\_  
Marguerite Perretta, AFSCME      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

**Article 8: Hours of Work, Section 8.2 Shift Differential**

- Night Shift 6:00 p.m. – 6:00 a.m. Hours worked during this time frame are eligible for shift differential.

B. For Senior Library Technical Assistants, the three shifts are defined as

- Day Shift begins 8:00 a.m. – 11:59 a.m. Hours worked during the day shift are not eligible for shift differential.
- Middle Shift begins 12:00 p.m. – 4:59 p.m. Hours worked during the middle shift are eligible for shift differential.
- Night Shift begins 5:00 p.m. or later. Hours worked during the night shift are eligible for shift differential.

C. For Custodial Workers, the two shifts are defined as

- Day Shift 8:00 a.m. – 4:30 p.m. Hours worked during this time frame are not eligible for shift differential.
- Night Shift 12:00 a.m. – 8:30 a.m. Hours worked during this time frame are eligible for shift differential.

D. For Groundskeeping and Maintenance employees, the one shift is defined as

- Day Shift begins 6:00 a.m. – 8:00 a.m. Hours worked during this day shift are not eligible for shift differential.

For all positions in the bargaining unit, upon any change in technology that would allow the College to track specific shift differential hours, the hours between 6:00 a.m. – 5:00 p.m. would be considered day shift and would not be eligible for the shift differential. Hours from 5:01 p.m. – 5:59 a.m. would be considered night shift and would be eligible for the shift differential.

Employees regularly assigned to the shifts eligible for shift differential (middle and night shift) will receive the shift differential for all hours worked including temporary assignments (i.e., if a custodial worker regularly assigned to the night shift is assigned to the day shift for the summer, they will retain their shift differential for all hours worked).

Employees not regularly assigned to the shifts eligible for the shift differential (day shift) will only receive the shift differential when working hours on the middle or night shift.

Management may change the defined shifts as department needs change. If a change in shift is required, management, working with Human Resources and the AFSCME Local President, will define which hours of work will be entitled to shift differential.

**AFSCME accepts the NCF Proposal (01/23/23)**

**Article 8: Hours of Work, Section 8.5 Rest Periods**

**Current Language**

8.5 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.

**NCF Proposal (01/23/23)**

8.5 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 normally accumulate unused rest periods in a day, nor shall rest periods normally be authorized to cover an employee's late arrival or early departure from work, and such rare exceptions require approval by a supervisor pursuant to Section 8.1.C.

**AFSCME accepts the NCF Proposal (01/23/23)**

\_\_\_\_\_  
Marguerite Perretta, AFSCME      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

NCF/AFSCME Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 9: Benefits, Section 9.3 Tuition Remission**

**Current Language**

NA

**NCF Proposal (01/23/23)**

9.3 Tuition Remission

New College agrees to provide tuition remission to dependent children of New College of Florida employees.

- 1) Dependent children of full-time, regular status employees (including shared position employees) who have completed two years of continuous service by September 1 of the current academic year are eligible.
- 2) "Dependent children" include natural and legally adopted children, provided that financial dependence on parents can be demonstrated; dependents meeting the requirements set forth by the Internal Revenue Service will qualify.
- 3) Only in-state tuition will be remitted. Fees, housing, and other costs of attendance will not be remitted.
- 4) Dependents must meet the admission standards of New College of Florida, and must be admitted to qualify for tuition remission.
- 5) Continuation of tuition remission is contingent upon remaining in good academic standing.
- 6) Dependent children lose their eligibility if a Student Code of Conduct violation results in their expulsion, suspension, expulsion from residence halls, or involuntary withdrawal.
- 7) Continuation of participation in the following circumstances will be reviewed on a case by case basis by Human Resources, with an appeal to the Chief Human Resources Officer:
  - a) Employee is no longer employed at New College in a full (or shared position) regular status position, excluding retirement and death.
  - b) Employee is on long term-disability or medical leave.
  - c) Student is unable to continue due to illness

Dependent children of employees who are continuously enrolled will continue to receive tuition remission up through the point that they complete 8 semesters.

**AFSCME accepts the NCF Proposal (01/23/23)**

\_\_\_\_\_  
Marguerite Perretta, AFSCME

\_\_\_\_\_  
Date

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Erika Worthy, NCF

\_\_\_\_\_  
Date

**Article 11: Leaves of Absences/Holidays, Section 11.3 Holidays**

**Current Language**

11.3 Holidays.

The following days of the year are established as paid holidays:

- 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 Day
- Friday after Thanksgiving
- Christmas Day (December 25)

Winter Break-At the discretion of the College's Board of Trustee's, work days between Christmas and New Year's Day and certain other work days may be established as paid holidays.

If the holiday falls on Saturday, the holiday is observed on Friday. If the holiday falls on Sunday, the holiday is observed on Monday.

Employees will earn special compensatory leave for all hours worked during a College observed holiday or the equivalent of the normal shift hours when the College observed holiday falls on a regularly scheduled day off.

**NCF Proposal (01/23/23)**

11.3 Holidays.

Effective June 1, 2023, the following days of the year are established as paid holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth National Independence Day (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Day (December 25)

Winter Break-At the discretion of the College's Board of Trustee's, work days between Christmas and New Year's Day and certain other work days may be established as paid holidays.

If the holiday falls on Saturday, the holiday is observed on Friday. If the holiday falls on Sunday, the holiday is observed on Monday.

NCF/AFSCME Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023

**Article 11: Leaves of Absences/Holidays, Section 11.3 Holidays**

Employees will earn special compensatory leave for all hours worked during a College observed holiday or the equivalent of the normal shift hours when the College observed holiday falls on a regularly scheduled day off.

**AFSCME accepts the NCF Proposal (01/23/23)**

\_\_\_\_\_  
Marguerite Perretta, AFSCME      Date

\_\_\_\_\_  
Erika Worthy, NCF      Date

**Article 11: Leaves of Absence/Holidays, Section 11.7 Special Pandemic Leave Days**

**Current Language**

11.7 Special Pandemic Leave Days

Those employees that worked their regular schedule on campus during the period March 20, 2020, through August 15, 2020, shall be entitled to five additional Special Pandemic Leave days. These days must be used in their entirety (for example, 8 hours for a standard full-time employee day). They cannot be split into smaller increments in any manner. Part time employees are entitled to a pro-rated share of these Special Pandemic Leave days. These leave days will not be paid out if the employee ends employment with the College. Employees will have through December 31, 2021, to take these days. Any balance remaining on January 1, 2022, will be forfeited.

**NCF Proposal (01/23/23)**

Those employees that worked their regular schedule on campus during the period March 20, 2020, through August 15, 2020, shall be entitled to five additional Special Pandemic Leave days. These days must be used in their entirety (for example, 8 hours for a standard full-time employee day). They cannot be split into smaller increments in any manner. Part time employees are entitled to a pro-rated share of these Special Pandemic Leave days. These leave days will not be paid out if the employee ends employment with the College. Employees will have through July 8, 2023, to take these days. Any balance remaining on July 9, 2023, will be forfeited.

**AFSCME accepts the NCF Proposal (01/23/23)**

\_\_\_\_\_  
Marguerite Perretta, AFSCME

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erika Worthy, NCF

\_\_\_\_\_  
Date

**Article 11: Leaves of Absences/Holidays, Section 11.8 Bereavement Leave**

**Current Language**

11.8 Bereavement Leave

An employee upon request shall be granted up to three (3) days of authorized bereavement leave with pay upon the death of a member of his or her immediate family; however, where the employee must travel out of the state of Florida, upon request, the employee shall be granted five (5) days of authorized bereavement leave with pay.

- A. Immediate family is defined to include spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, stepbrothers, stepsisters, aunt, uncle, niece, nephew or domestic partners.
- B. A copy of an obituary, worship bulletin or certificate of death may be required in order to approve the Bereavement Leave.

**NCF Proposal (01/23/23)**

11.8 Bereavement Leave

An employee upon request shall be granted up to **five (5)** days of authorized bereavement leave with pay upon the death of a member of his or her immediate family. **Death must have occurred while the employee is employed by New College. Exceptions to this Section may be granted upon discussion with Human Resources.**

- A. Immediate family is defined to include spouse **or domestic partner; and their** parents, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, stepbrothers, stepsisters, aunt, uncle, niece, **or** nephew.
- B. A copy of an obituary, worship bulletin or certificate of death **will** be required in order to approve the Bereavement Leave.

**AFSCME accepts the NCF Proposal (01/23/23)**

**Article 11: Leaves of Absence/Holidays, Section 11.9 Paid Parental Leave**

**Current Language**

11.9 Parental Leave

(b) Paid Parental Leave

(1) Upon request, an employee may be granted paid parental leave when the employee becomes a biological parent or a child is placed in the employee's home pending adoption or permanent legal guardianship. The period of such leave shall not exceed 80 hours, and shall be negotiated to minimize its impact on the employing department.

(2) If both parents are employees of the College covered by this CBA, each will receive their 80 hours of leave, but the way in which they take it is subject to approval of the College. Minimizing the disruption to the College operations is essential.

**NCF Proposal (01/23/23)**

11.9 Parental Leave

(b) Paid Parental Leave

(1) Upon request, an employee may be granted paid parental leave when the employee becomes a biological parent or a child is placed in the employee's home pending adoption or permanent legal guardianship. The period of such leave shall not exceed 240 hours, and shall be negotiated to minimize its impact on the employing department.

(2) If both parents are employees of the College covered by this CBA, each will receive their 240 hours of leave, but the way in which they take it is subject to approval of the College. Minimizing the disruption to the College operations is essential.

**AFSCME accepts the NCF Proposal (01/23/23)**

\_\_\_\_\_  
Marguerite Perretta, AFSCME

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erika Worthy, NCF

\_\_\_\_\_  
Date

**Article 21: Performance Evaluations, Section 2.1 Procedure and Section 2.2 Failure to Meet Performance Standards**

**Current Language**

21.1 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. The supervisor may schedule additional meetings with the employee 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 criteria of performance evaluations must be clear and presented to the employee before the review and discussion with the supervisor.
- B. The performance appraisal shall normally be prepared by the employee's immediate supervisor and reviewed by the department head. Department heads may 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, indicating that it has been reviewed with the employee. 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 process.

21.2 Failure to Meet Performance Standards.

- A. Where an employee who has attained regular status in the class does not meet performance standards as indicated on a performance evaluation of the employee, the College shall develop a Performance Improvement 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 no sooner than sixty (60) days after receipt of the performance improvement plan if adequate improvement in performance is not made.

**NCF Proposal (05/23/23)**

21.1 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

**Article 21: Performance Evaluations, Section 2.1 Procedure and Section 2.2 Failure to Meet Performance Standards**

performance expectations for the coming year. This review should be used to determine: satisfaction with the employee's performance; lack of improvement in deficiencies to perform current job duties; and/or the employee's skills toward advancement. The supervisor may schedule additional meetings with the employee 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. If sufficient improvement in the employee's performance does not occur after such meeting(s), the supervisor may provide a formal performance evaluation at any time deemed necessary. The criteria of performance evaluations must be clear and presented to the employee before the review and discussion with the supervisor.

- B. The performance appraisal shall normally be prepared by the employee's immediate supervisor and reviewed by the department head. Department heads may 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, indicating that it has been reviewed with the employee. 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 process.

21.2 Failure to Meet Performance Standards.

- A. Where an employee who has attained regular status in the class does not meet performance standards as indicated on a performance evaluation of the employee, the College shall develop a Performance Improvement 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 the employee's class no sooner than sixty (60) days after receipt of the performance improvement plan if adequate improvement in performance is not made.

**AFSCME accepts the NCF proposal (05/23/2023)**

NCF/AFSCME Collective Bargaining Proposals & Responses  
Fiscal Year 2022-2023  
**Article 28: Duration, Section 28.1 Term**

**Current Language**

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 June 2021, with the exception that the following shall be subject to annual re-negotiation:
1. Wages (Article 7); and,
  2. Benefits (Article 9); and,
  3. Up to two (2) additional articles chosen by each party. Such renegotiations shall begin no later than June 1, 2021 for the 2021-2022 reopener negotiations and June 1, 2022 for the 2022-2023 re-opener negotiations.
- B. Negotiations for a successor Agreement shall begin no later than April 1, 2023. In the event that the College 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.

**NCF Proposal (01/23/23)**

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 June 2024, with the exception that the following shall be subject to annual re-negotiation:
3. Wages (Article 7); and,
  4. Benefits (Article 9); and,
  3. Up to two (2) additional articles chosen by each party. Such renegotiations shall begin no later than June 1, 2022 for the 2022-2023 reopener negotiations and June 1, 2023 for the 2023-2024 re-opener negotiations.
- B. Negotiations for a successor Agreement shall begin no later than April 1, 2024. In the event that the College 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.

**AFSCME accepts the NCF Proposal (01/23/23)**

\_\_\_\_\_  
Marguerite Perretta, AFSCME

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erika Worthy, NCF

\_\_\_\_\_  
Date

## NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: June 1, 2023

**SUBJECT: Approval of Changes to the Salary and Benefits of Out-of-Unit Employees of New College of Florida**

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### **PROPOSED BOARD ACTION**

Approval of changes to the salary and benefits of Out-of-Unit employees of New College of Florida (NCF).

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### **BACKGROUND**

***Management recommends the following changes to the salary and benefits of Out-of-Unit employees of New College of Florida.***

The most important fiscal component of the recommendations involves salaries. The recurring wage increase affects 104 employees that are not covered by a collective bargaining agreement and totals approximately \$351,632 for the base salary increase. Taxes and benefits costs add approximately \$65,914 for a total all-in cost of \$417,546 for Fiscal Year 2023. These changes, if approved by the Board of Trustees, would be effective on July 10, 2022.

Details of the across the board increase are:

- (a) Employees making less than \$60,000.00 will receive a 5.25% increase in base salary.
- (b) Employees making \$60,000.00 to \$99,999.99 will receive a 5.0% increase in base salary.
- (c) Employees making \$100,000 or more will receive a \$5,000 increase in base salary.

For comparison, the previous increase approved last year, was a \$2,000 increase in base salary and was retroactive to the beginning of the Academic Year.

Recommendations for changes in benefits to match benefits negotiated with the UFF and AFSCME unions include: extending the tuition remission benefit to the Out-of-Unit employees, adding three (3) Federal holidays to the paid holidays, expanding Paid Parental Leave to 240 hours, and expanding bereavement leave to five days.

### **Facilitators/Presenters:**

Erika Worthy, Chief Human Resources Officer/Chair of Management Team  
Other Members of NCF's Management Team:  
Gail Farb, Williams Parker  
Kimbrell Hines, Williams Parker  
Chris Kinsley, CFO  
Lara Sladick, Director, Human Resources  
Corina Velasquez, Assistant Vice President, Human Resources

# NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

Meeting Date: June 1, 2023

**SUBJECT: Approval of New College of Florida Mascot**

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## **PROPOSED BOARD ACTION**

Consider approval of a new official mascot for New College.

## **BACKGROUND**

New College has never had an official mascot. New College's first unofficial mascot was "Brownie the Dog," named for a stray canine that roamed the campus during the 1970s. In 1997, the New College Student Alliance compiled a long slate of updates and amendments to the student constitution, including a call for a new mascot. When the students voted on the proposed constitutional changes at the town hall meeting, they were unable to agree on a college mascot. In the new constitution, the NCSA deleted Brownie as the school's mascot and replaced it with a set of empty brackets, which would later be replaced when a new mascot was ultimately chosen. Empty parentheses [ ] is a mathematical notation for the empty set, also sometimes called the nullset. Ever since, the Null Set has served as New College's mascot.

With a new athletics program underway, it was necessary to develop a new official mascot to use on the apparel.

A campus survey was conducted, and several ideas were received from students, faculty and staff. Ultimately this design was received from a student and will be unique to New College and Florida.

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### **Supporting Documentation:**

- New mascot design

### **Facilitator(s)/Presenter(s):**

Richard Corcoran, Interim President