

REVISED
University of Central Florida
Board of Trustees Meeting
March 21, 2013
Live Oak Center
Agenda
9:00 a.m. — 4:00 p.m.
Lunch 12:00 p.m.
800-442-5794, passcode, 463796

COMMITTEE MEETINGS

9:00 — 9:45 a.m.	Advancement, Rich Crotty, Chair
9:45 — 10:45 a.m.	Educational Programs, Ida Cook, Chair
10:45 a.m. — 12:00 p.m.	Finance and Facilities, Olga Calvet, Chair

BOARD MEETING

1:00 — 4:00 p.m.

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| 1. | Welcome and call to order | Michael J. Grindstaff, Chair |
| 2. | Roll call | Rick Schell, Associate Corporate Secretary |
| 3. | Minutes of January 31 meeting | Chair Grindstaff |
| 4. | Remarks and introductions | John C. Hitt, President |
| 5. | Consent agenda | Chair Grindstaff |

CL-1	Ratification	Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Police Benevolent Association (Sprouls)
CL-2	Approval	Revision to the Compensation and Labor Committee Charter (Sprouls)
CL-3	Approval	Revision to the Presidential Performance and Compensation Review Policy (Sprouls)
EP-1	Concurrence	Conferral of Degrees (Hitt)
EP-2	Approval	2015-16 Proposed Academic Calendar (Waldrop)

	EP-3	Approval	New Degree Programs (Waldrop) a. Criminal Justice, Ph.D. b. Photonic Science and Engineering, B.S.
	FF-1	Approval	Rename the Natural Resource Pavilion to the Timothy R. Newman Pavilion (Merck)
	FF-2	Approval	Revisions to UCF-6.008 Vehicle Registration Fees and Parking Violation Fines (Merck)
	FF-3	Approval	Revision to UCF-6.009 Transportation Access Fee (Merck)
	FF-5	Approval	UCF Lockwood Communities (Merck)
6.	Advancement Committee report		Rich Crotty, Chair
7.	Audit, Operations Review, Compliance, and Ethics Committee report		Jim Atchison, Chair
8.	Compensation and Labor Ad Hoc Committee report		John Sprouls, Chair
9.	Educational Programs Committee report		Ida Cook, Chair
10.	Finance and Facilities Committee report		Olga Calvet, Chair
	FF-4	Approval	2013-14 Medical Student Tuition and Fees (Merck)
	FF-6	Approval	Resolution for UCF Athletics Association to Issue Debt (Merck)
	FF-8	Approval	2013-14 Health Fee Increase (Merck)
11.	Nominating and Governance Committee report		Ray Gilley, Chair
12.	Strategic Planning Committee report		Alan Florez, Chair
13.	New business		Chair Grindstaff

14. Announcements and adjournment Chair Grindstaff

Upcoming meetings:

Board of Trustees retreat	March 26 2 nd Floor Boardroom Fairwinds Alumni Center
Board of Governors meeting	March 27-28 (Florida A&M University)
AGB National Conference on Trusteeship	April 21-23 San Francisco
Board of Trustees meeting	May 23 (Live Oak Center)

**Minutes
Board of Trustees Meeting
University of Central Florida
January 31, 2013**

Chair Michael J. Grindstaff called the meeting of the Board of Trustees to order at 2:30 p.m. in the Live Oak Center on the UCF Orlando campus.

The following board members attended the meeting: Trustees Jim Atchison, Olga Calvet, Richard Crotty, Alan Florez, Robert Garvy, Ray Gilley, Marcos Marchena, Harris Rosen, John Sprouls, and Cortez Whatley. Trustee Ida Cook attended via teleconference.

WELCOME

Chair Grindstaff reminded the board that the meeting was covered by the Florida Sunshine Law and that members of the public and press were invited to attend.

He welcomed the board members and requested that the roll be called. A quorum was present.

He called for approval of the November 15, 2012, board meeting minutes, which were approved as written.

REMARKS

President John C. Hitt asked the board members to please review the 2011-12 University of Central Florida Annual Accountability Report to the Florida Board of Governors.

He announced that the University Compliance and Ethics Office will now be called the University Compliance, Ethics, and Risk Office.

He announced that on January 7, 2013, UCF's hospitality management program celebrated its 30th anniversary. He congratulated the college on its achievement.

INTRODUCTIONS

Hitt recognized the following faculty and staff members for their accomplishments.

A. Faculty and Staff

Hitt congratulated WUCF TV for being an Emmy-award-winning station, thanks to a regional award for its locally produced community spotlight show, "ONE." Hitt congratulated the show's producers **Michael D. Nanus, Suhtling Wong, and Amanda Whorton.**

He also congratulated **Terry Helms**, Associate Vice President for University Marketing, and his talented group for winning 14 Council for Advancement and Support of Education awards.

B. Athletics

Hitt recognized **Todd Stansbury**, Vice President and Director of Athletics, and noted that the Knights were victorious at the Beef 'O' Brady's Bowl in St. Petersburg. He congratulated sophomore quarterback **Blake Bortles**, who was voted the game's most valuable player.

He congratulated senior safety **Kemal Ishmael** and wide-receiver and kick-returner **Quincy McDuffie** who played in the NFL Players Association Collegiate Bowl. Ishmael is the Conference USA defensive player of the year, and McDuffie is the Conference USA special teams player of the year.

C. Leadership Enhancement Program

Hitt introduced members of the **Leadership Enhancement Program**, a program for women and minorities directed by Dr. Valarie King and the Office of Diversity Initiatives. He recognized this year's class.

Barbara L. Brown

Dr. Melissa A. Dagley

Dr. Ali P. Gordon

Dr. Kerstin Hamann

Dr. Jana L. Jasinski

Jade A. Laderwarg

Evelyn Lora-Santos

Karen K. Monteleone

Dr. Elayne Reiss

Heather M. Simeon

Dr. Jessica L. Simmons

Rachel Luce-Hitt, Valencia College Visiting Scholar

Scott Cole, Vice President and General Counsel, provided an update on public records obligations when communicating by e-mail and text messages.

CONSENT AGENDA

Grindstaff read the consent agenda items into the record. A motion was made to accept the amended consent agenda, and members of the board unanimously approved the following actions.

- **FF-1 Minor Amendment to 2010 Campus Master Plan** – Approval of a minor amendment to the University of Central Florida 2010 campus master plan to change the Future Land Use, Capital Improvements, and Urban Design elements to support a new CREOL Optics Laboratory.
- **FF-2 Revisions to UCF Investment Policy** – This item was tabled.
- **FF-7 Minor Amendment to 2010 Campus Master Plan for UCFAA** – Approval of a minor amendment to the University of Central Florida campus master plan to change the Future Land Use, Capital Improvements, Urban Design, and Recreation Open Space Elements to support the proposed Wayne Densch Center for Student-Athlete Leadership, formerly known as the Academic Performance Center.

- **FF-8 Revisions to Articles and Bylaws of the UCF Research Foundation** – Approval of the Second Amended and Restated Articles and Bylaws of the University of Central Florida Research Foundation to make corrections and to provide consistency among UCF Direct Support Organizations.

ADVANCEMENT COMMITTEE REPORT

Rich Crotty, Chair of the Advancement Committee, reported the highlights from the committee meeting earlier in the day.

- **Dr. Dan Holsenbeck**, Vice President for University Relations, gave a legislative update and reported that, according to legislative leaders, the \$300 million eliminated from the state system last year will be restored this year.
- He announced a university presidents meeting on February 21 in Tallahassee with key legislative leadership.
- He noted upcoming alumni events on March 19 and 20 in Tallahassee.
- **Robert Holmes**, Vice President for Alumni Relations and Development and Foundation CEO, gave a capital campaign update outlining campaign objectives for 2013. He announced the UCF 50 for 50 Endowed Scholarship, a new donor-giving opportunity to commemorate the 50th anniversary of the university.
- **Al Harms**, Vice President for Strategy, Marketing, Communications, and Admissions, reported that WUCF TV won its first Emmy Award for the locally produced community spotlight show, “One.”
- He noted that **Terry Helms**, Associate Vice President for University Marketing, and his team won 14 Council for Advancement and Support of Education awards.
- He announced that *Pegasus* magazine was recognized as being among the nation’s best in university magazines.

AUDIT, OPERATIONS REVIEW, COMPLIANCE, AND ETHICS COMMITTEE REPORT

Jim Atchison, Chair of the Audit, Operations Review, Compliance, and Ethics Committee, noted highlights of the December 17, 2012, committee meeting.

- **Amy Voelker**, Director of University Audit, provided the results of the Direct Support Organizations’ external audits of the financial statements for 2011-12.
- She gave an update on external audit activities, reporting on the status of the Auditor General’s audit reports and the outcome of a construction audit.
- **Rhonda L. Bishop**, Chief Compliance and Ethics Officer, introduced **James Jacobs**, the new director of Compliance and Risk Management.
- She updated the committee on an off-site review by the U.S. Department of Education on the university’s compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), improvements to the Athletics Department compliance program, and the new state requirement for university administrators and police to report child abuse occurring on campus or at university-sponsored events.

COMPENSATION AND LABOR AD HOC COMMITTEE REPORT

John Sprouls, Chair of the Compensation and Labor Ad Hoc Committee, announced that the committee met on December 12, 2012, in executive session to discuss union issues.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

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

- **Dr. Alvin Wang**, Dean of The Burnett Honors College, provided an overview of The Burnett Honors College and introduced three students, **Chris Clukay**, **Nicholas Corvino**, and **Tatiana Viecco**, who shared their accomplishments and the opportunities that were provided to them by the Honors College and UCF.
- **Dr. Deborah Beidel**, Professor and Director of the Doctoral Program in Clinical Psychology, reported on the UCF Anxiety Disorders Clinic and the Posttraumatic Stress Disorder Clinic.
- **Dr. Tony Waldrop**, Provost and Executive Vice President, introduced **Dr. Abraham Pizam**, Dean of the Rosen College of Hospitality Management, who provided an overview of the Rosen College of Hospitality Management.
- He reported that the name of the Women's Research Center has been changed to the UCF Center for Success of Women Faculty.

FINANCE AND FACILITIES COMMITTEE REPORT

Olga Calvet, Chair of the Finance and Facilities Committee, reported highlights from the committee meeting earlier in the day.

- **William F. Merck II**, Vice President for Administration and Finance and Chief Financial Officer; **Tracy Clark**, Assistant Vice President and Controller; and **Dave West**, Senior Consultant for The Bogdahn Group, gave a UCF investments quarterly update. In addition, Merck and Clark reported on key financial ratios.

She noted the items approved in the consent agenda, and presented the following items for board approval.

- **FF-3 2013-14 Health Fee** – Item tabled.
- **FF-4 2013-14 Capital Improvement Fee** – A motion was made and passed by the board approving the increase of the Capital Improvement Fee for 2013-14.
- **FF-5 2013-14 Orientation Program Fee** – A motion was made and passed by the board approving an increase in the Orientation Program Fee for Spring 2014.
- **FF-6 Education Planning Fee** – A motion was made and seconded to adopt a new Education Planning Fee of \$5 per semester for all undergraduate students. The motion failed with a vote of 3 for and 9 against. After discussion, a second motion was made for the original request of \$10 per semester for all undergraduate students and was passed by the board with a vote of 8 for and 4 against.

- **INFO-3 Construction of Housing and Residence Life Support Building** – A motion was made and passed by the board approving the construction of a Housing and Residence Life support building as part of the Academic Village Phase II expansion project.

NOMINATING AND GOVERNANCE COMMITTEE REPORT

Ray Gilley, Chair of the Nominating and Governance Committee, announced that there was no report for the committee.

STRATEGIC PLANNING COMMITTEE REPORT

Alan Florez, Chair of the Strategic Planning Committee, announced that there was no report for the committee.

ANNOUNCEMENTS AND ADJOURNMENT

Chair Grindstaff announced the following upcoming meetings:

Board of Governors meeting	February 21 (University of North Florida or conference call)
	March 27-28 (Florida A&M University)
Board of Trustees meeting	March 21 (Live Oak Center)
Board of Trustees Retreat	March 26 (Fairwinds Alumni Center)
AGB National Conference on Trusteeship	April 21-23, 2013 San Francisco

Grindstaff adjourned the board meeting at 3:46 p.m.

Respectfully submitted: _____ Date: _____
 John C. Hitt
 Corporate Secretary

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Police Benevolent Association

DATE: March 21, 2013

PROPOSED BOARD ACTION

Ratify a three-year collective bargaining agreement between the University of Central Florida Board of Trustees and the Police Benevolent Association.

BACKGROUND INFORMATION

The law enforcement officers, corporals, and sergeants at the University of Central Florida are represented for purposes of collective bargaining by the Central Florida Police Benevolent Association. The parties entered into a three-year collective bargaining agreement that expired on September 30, 2012, and pursuant to that agreement, negotiations for a successor agreement began in October 2012. The unit employees voted to ratify the resulting three-year collective bargaining agreement on January 17, 2013. The University of Central Florida administration recommends in favor of ratification.

Supporting documentation: Three-year Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Police Benevolent Association

Prepared by: Mark Roberts, Associate Vice President and Chief Human Resources Officer

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

Three-year Collective Bargaining Agreement between the
University of Central Florida Board of Trustees and the
Central Florida Police Benevolent Association, Inc.

AGREEMENT

This Agreement is between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES (hereinafter referred to as the “Board” or “University”), and the CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the “PBA” or “Union”).

Article 1

RECOGNITION

Section 1. The Board hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2. The Florida Public Employees Relations Commission issued Certification No. 1408 in Case No. RC-2003-001, and as a result thereof, the Board recognizes the PBA as the exclusive collective bargaining representative for the following bargaining unit:

INCLUDED:

All sworn law enforcement officers employed by the University of Central Florida certified pursuant to Chapter 943, Florida Statutes, in the classifications of law enforcement officer, law enforcement corporal, law enforcement sergeant, and law enforcement investigator.

EXCLUDED:

All other employees of the University of Central Florida excluding specifically the classifications of law enforcement lieutenant, law enforcement captain, law enforcement major, assistant chief of police, and chief of police.

Section 3. The parties agree and understand that if the University creates a new law enforcement classification that the University determines is not in the bargaining unit, the University shall so notify The Employee Grievance Representative and the PBA, in writing. Within fifteen (15) days of such notification, the PBA shall notify the University in writing if it has any objection to the University designating such new classification as non-bargaining unit. If no such written notification is provided to the University within fifteen (15) days, the University's designation of the new classification shall be deemed final and binding upon the parties. If, however, the PBA does provide the University with timely notification, the parties shall meet to discuss such classification designation. If, following such discussion, the PBA disagrees with the University's designation of the classification, it may seek to resolve the matter through the procedures of the Florida Public Employees Relations Commission.

Article 2

NON-DISCRIMINATION

Section 1. Neither the PBA nor the University shall unlawfully discriminate against any employee on the basis of his union activities and/or membership or non-membership.

Section 2. Neither the University nor the PBA shall discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran's status, disability, sexual orientation, or marital status. Any such allegations shall be subject to the University's procedures, and after exhaustion of such procedures, to the procedures of the Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. Under no circumstances shall the grievance/arbitration procedures set forth in this Agreement be utilized to process any such allegations.

Section 3. The PBA agrees to support the University's affirmative action programs.

Section 4. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees

Article 3

MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the University prior to this Agreement are retained by the University, and may be exercised without prior notice or consultation with the PBA.

Section 2. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, the University shall have the right to exercise its sole and exclusive discretion and authority on all of the following matters:

A. To manage the University and the Police Department and exercise sole and exclusive control and discretion over the organization and operations thereof.

B. To determine the purpose and functions of the University and the Department.

C. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the University and the Department to be necessary for the operation/improvement of the Department, and to select, manage, direct, and evaluate all management, supervisory, administrative and other personnel. The PBA local university representative shall be notified in writing of any proposed changes and additions to Departmental general orders, policies or substantive procedures fifteen (15) days prior to implementation. This notice period is not applicable where emergent issues exist which require expeditious action to post new or revised Departmental general orders, policies or substantive procedures. The PBA local university representative may submit to the Chief, his written recommendations within one week of notification. The parties agree that this provision shall not be grievable.

D. To take such measures as the University may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby.

E. To set methods, means of operations and standards of service to be offered by the Department, and to contract such operations/services to the extent deemed necessary, practical and feasible by the University in its sole discretion.

F. To decide the number, location, design and maintenance of the Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the University.

G. To determine the qualifications of all employees of the Department. To select, examine, hire, classify, reclassify, train, assign, schedule, direct, transfer, promote, lay off, retain and manage all employees of the Department. To demote for disciplinary reasons, discharge and otherwise discipline for just cause.

H. To increase, reduce, change, modify or alter the size and composition of the work force.

I. To determine the extent of its operations, to determine when any part of the complete operation shall function or be halted, and to determine when, where, and to what extent operations/services shall be increased or decreased.

J. To establish, change or modify employees' duties, tasks, responsibilities or requirements.

Section 3. If, in the sole discretion of the President or designee, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or similar catastrophe, the provisions of this Agreement may be suspended by the University during the time of such declared emergency (except for payment of wages and benefits hereunder).

Section 4. The selection and assignment of non-bargaining unit supervisory and managerial personnel are the sole responsibility of management, and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 5. Provided, however, that nothing in this article shall preclude the PBA from seeking to bargain over the implementation of a management decision if the decision impacts the established wages, hours, or terms and conditions of employment of unit employees.

Article 4

EMPLOYEE REPRESENTATION

Section 1. The PBA shall be permitted to have one Employee Grievance Representative and two Alternate Employee Grievance Representatives. The PBA shall provide written notification to the Chief of Police and the Human Resources Director of the names of the employees designated as the Employee Grievance Representative and the Alternate Employee Grievance Representatives. In the event the Employee Grievance Representative is on vacation or is otherwise absent from work, an Alternate Employee Grievance Representative may act as the Employee Grievance Representative.

Section 2. The PBA may be represented by a PBA Staff Representative or legal counsel in addition to or in lieu of an Employee Grievance Representative or Alternate Employee Grievance Representative.

Section 3. Upon the approval of the Police Chief or his designee, the PBA Staff Representative (or legal counsel) and/or the Employee Grievance Representative (or the Alternate Employee Grievance Representative) shall be permitted a reasonable period of time within which to meet with the Police Chief, the Human Resources Director, or any Departmental management official concerning a formal grievance or matter of interpretation of this Agreement. The exercise of this right by the PBA Staff Representative (or legal counsel) and/or the Employee Grievance Representative (or the Alternative Employee Grievance Representative) shall not impede Departmental or University operations.

Section 4. The PBA shall be permitted to use University facilities for PBA meetings under the same terms and conditions as other non-University sponsored organizations.

Section 5. Upon written request of the PBA, the University will, upon an annual basis, provide a list of bargaining unit employees with the name, classification title, gross salary, and date of hire for each employee.

Section 6. If such documents are not available on line, the University shall provide the PBA with a copy of the personnel rules and the Departmental policies and procedures, including General Orders, applicable to the employees covered hereunder. The University shall also maintain a copy of its personnel rules and Departmental policies and procedures at a location within the Department accessible to employees, and employees shall be notified of such location.

Section 7. Employees may request accrued annual leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions in the same manner and under the same conditions as are applicable to other annual leave requests. Upon the approval of the Police Chief or his designee, members of the PBA's negotiating committee may be permitted to "flex" their working time if negotiations are scheduled for a time when they are scheduled to be on duty. Under no circumstances will the Police Chief approve "flex" time for attendance at

negotiating sessions where he determines that the use of such flex time will result in additional costs to the Department or the reduction of on-duty staff to an unacceptable level.

Section 8. Where available, the University shall provide the PBA space on an existing bulletin board in the Police Department Headquarters, Lake Nona, and at the Rosen School location for PBA use. Where such bulletin board is not available, the Department agrees to provide wall space for the PBA's own key-locked bulletin board at UCF Police Headquarters; provided that such PBA bulletin board shall not be larger than four feet by three feet. Such bulletin board will be provided by PBA, installed by Physical Plant staff, and all costs for installation shall be paid by PBA. In addition, in order to comply with Section 9 and 10, a key to any PBA provided key-locked bulletin board will be provided to the police chief. The PBA shall utilize the bulletin board for the posting of PBA business and information, as follows:

- notice of union meetings;
- notice of union elections and results;
- copies of the union's constitution and bylaws and amendments thereto;
- notice of PBA recreational and social affairs;
- minutes of union meetings;
- names of PBA officials and changes thereto;
- notices of dues increases.

Section 9. The PBA shall post no material on its bulletin board which may be characterized as political (other than PBA local or state elections), which may encourage insubordinate behavior or which is derogatory or demeaning of any University or Department official or the operations of the University or the Department. The PBA shall cause all materials to bear the name or initials of the PBA official who authorized the posting and the date of authorization. A copy of all materials to be posted shall be provided to the Chief of Police or his designee at the time of posting. Materials which violate the provisions of this Article should not be posted and may be removed by the Chief of Police.

Section 10. The PBA may use the Department e-mail to distribute the information specified in Section 8 above to the bargaining unit employees; provided that a copy of such information must be provided to the Chief (or his designee) at the time of distribution. Section 9 above shall apply to any such e-mail distribution.

Article 5

WORK STOPPAGES

Section 1. The PBA, its officers, representatives, agents or members covered by this Agreement shall not engage in, instigate, or support any strike, work stoppage, slowdown, or picketing in furtherance of any strike or work stoppage, slowdown or refusal to perform assigned work. Picketing, as used herein, shall mean any action which prevents any employee of the University from reporting to or continuing work or prevents the public from entering any University facility. Picketing for purely informational purposes shall not be prohibited.

Section 2. Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that the University shall retain the right to discipline or discharge any employee participating in or promoting any of the aforementioned prohibited activities.

Section 3. It is recognized by the parties that the activities enumerated in Section 1 are contrary to the ideals of professionalism and to the Department's responsibility. Accordingly, it is agreed that in the event of any violation of this Article, the University shall be entitled to seek legal and/or equitable relief in any court of competent jurisdiction.

Article 6

INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

I. Internal Investigations

Section 1. It is understood that the University has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct, the university reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused employees.

Section 2. Whenever an employee is under investigation and subject to interrogation which could lead to disciplinary action, the investigative methods used will be consistent with the Law Enforcement Officers' Bill of Rights, Florida Statutes, Chapter 112, Part VI. Specifically, the following procedures will be followed in the conduct of an interrogation of an employee:

A. The employee under investigation shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation.

B. The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit employee is on duty. The interrogation shall take place at the Departmental headquarters or other established Departmental location.

C. The bargaining unit employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

D. The bargaining unit employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the names of all complainants.

E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

F. The bargaining unit employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

G. The formal interrogation of a bargaining unit employee, including all recess periods, shall be recorded on audiotape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the

request of the interrogated bargaining unit employee, a copy of any such recording of the interrogation session shall be made available to the interrogated bargaining unit employee no later than 72 hours, excluding holidays and weekends, following said interrogation.

H. If the bargaining unit employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

Section 3. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any bargaining unit employee unless such bargaining unit employee is notified of the action and the reason or reasons therefore prior to the effective date of such action.

Section 4. No bargaining unit employee shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his employment or appointment, or be threatened with any such treatment, by reason of his exercise of the rights granted by the Law Enforcement Officers' Bill of Rights.

Section 5. To the extent required by applicable law, a complaint filed against a bargaining unit employee with the Department and all information pertained pursuant to the investigation by the Department of such complaint shall be confidential and exempt from the provisions of Section 119.07(1) until the investigation ceases to be active, or until the Chief or the Chief's designee provides written notice to the employee who is the subject of the complaint, either personally or by mail, that the Department has either:

1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
2. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.

The employee who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the employee under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the employee under investigation immediately prior to the beginning of the investigative interview.

Section 6. The findings of Internal Affairs Investigations shall be labeled as follows:

A. Sustained — a finding or a conclusion that an allegation is supported by a preponderance of evidence.

B. Unfounded — a finding or a conclusion that there is no credible evidence whatsoever to support the allegation.

C. Not sustained — a finding or a conclusion that sufficient credible evidence was lacking to prove or disprove the allegation.

D. Exonerated — a finding or a conclusion that the incident occurred, but the individual's actions were consistent with departmental policy.

Section 7. The definition of interrogation is as follows: "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to issue a written reprimand, suspend, demote, or dismiss the employee. It does not include counseling sessions or investigations which may result in oral reprimands. It also does not include meetings at which the employee is solely being advised of intended disciplinary action and offered an opportunity to explain why he should not be disciplined.

Section 8. No bargaining unit employee shall be required or compelled to submit to any device/test designed to measure the truth of his response(s) to any question(s) asked during an internal investigation.

Section 9. A citizen making a complaint against an employee covered hereunder shall be requested to reduce such complaint to a signed writing and provide supporting documentation. If the citizen's complaint is verbal, the Department shall reduce it to writing.

Section 10. Only "sustained" findings which result in disciplinary action will be inserted in an employee's official personnel file. Unfounded, unsubstantiated, and exonerated findings shall be retained in Internal Affairs files by file number or by name of complainant in accordance with the record retention policies of the State of Florida.

Section 11. An employee shall have the right to inspect and make notes of his individual records, and no records will be hidden from the employee's inspection. One (1) copy of the final investigative report will, upon request, be provided to the subject employee at no cost.

Section 12. In the event that an employee is charged with conduct which might seriously impede job performance or endanger the public good, such employee, in the discretion of the Chief with the approval of the Human Resources Director, may be suspended with or without pay pending the outcome of the charges (i.e., the decision to levy or not levy disciplinary action).

Section 13. All internal investigations must be completed and finalized in accordance with the Law Enforcement Officer's Bill of Rights.

II. Disciplinary Action

Section 14. The University and the PBA encourage to the fullest degree employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with those goals.

Section 15. Employees may be demoted, suspended, dismissed, or otherwise disciplined for just cause.

Section 16. Probationary Periods. Law Enforcement Officers serve a one year probationary period that begins on the calendar day subsequent to the certification date as confirmed by the Florida Department of Law Enforcement. Law Enforcement Corporals and Sergeants serve a one year probationary period that begins on the date of appointment. Police officers serving their initial (entry) probationary period shall not be permitted to utilize the grievance/arbitration procedure to contest discharge or other disciplinary action taken during probationary periods. Bargaining unit employees serving a promotional probationary period shall be permitted to utilize the grievance/arbitration procedure for all purposes except removal from the promotional position and return to their previous classification prior to the conclusion of the promotional probationary period. (Such shall be within the exclusive discretion of the Chief.)

Section 17. Employees shall receive a copy of any disciplinary action at the time such disciplinary action takes place. A copy of any disciplinary action taken will be placed in his personnel file.

Section 18. This article shall not restrict supervisors from issuing oral reprimands or letters of counseling. Oral reprimands and letters of counseling shall not be subject to the grievance procedure. Letters of counseling are non-disciplinary. Oral reprimands and letters of counseling will not be placed in the official personnel file.

Section 19. Written reprimands shall be subject to the grievance procedure, but only through Step 3 of the grievance procedure. Suspension, dismissals, disciplinary demotions, and reductions in base pay for disciplinary reasons may be grieved and processed through the arbitration step. The grievance of a dismissal may be started at Step 2 of the grievance procedure to expedite the processing of the grievance.

Article 7

DUES DEDUCTION

Section 1. Any member of the PBA who has submitted a properly executed written dues authorization card or statement to the University may have his PBA dues deducted from his wages. Dues shall be deducted on a semi-monthly basis and shall, thereafter, be transmitted to the PBA or its designated depository. The University, however, shall have no responsibility or liability for the improper deduction of any dues. Further, the PBA shall hold the University harmless for any errors in the administration of the dues deduction system. It shall be the responsibility of the PBA to notify the University of any change in the amount of dues to be deducted at least 60 days in advance of said change. Under no circumstances shall the University be required to deduct PBA fines, penalties, or non-uniform assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be cancelled by the employee upon written notice to the University with a copy to the PBA. The University shall implement the cancellation within two pay periods of receipt of the written notice.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the PBA will be deducted from the employee's last paycheck.

Article 8

GRIEVANCE AND ARBITRATION

Section 1. Bargaining unit employees will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Section 2. A “grievance” is a claimed violation of this Agreement, including, but not limited to, the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will, or need be, entertained or processed, unless presented in the manner described herein on the Grievance Forms listed in this Agreement as Exhibits A through C, and unless filed in a manner provided herein within the time limit prescribed herein. Grievances are limited to claims which are dependent for resolution upon interpretation or application of one or more express provisions of this Agreement. Discipline will not normally be increased above the level stated in the Predetermination Notice issued by Human Resources. However, should additional information or evidence become available during the review of the discipline, Human Resources will be required to issue a new Predetermination Notice should more severe discipline be proposed.

Section 3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: The aggrieved employee shall present his grievance in writing to the Major, or designee, within fourteen (14) calendar days from the date following the act or omission giving rise to the grievance, or fourteen (14) calendar days from the date the grievant acquires knowledge, or could have reasonably been expected to have acquired knowledge of the act or omission which gave rise to the grievance on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Major or designee shall forward a copy of the grievance to the Police Chief and the University’s Human Resources Director. The Major or his designee shall meet with the Grievant, his PBA representative (if any), and the supervisor(s) involved, and shall render his decision on the grievance in writing with copies to the Grievant, the Police Chief, the Human Resources Director, and the PBA within fourteen (14) calendar days of such meeting.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above shall then be taken up with the Police Chief or his designee. The grievance shall be filed with the Police Chief within fourteen (14) calendar days after the Major or designee’s response in STEP ONE above. The Police Chief or his designee

shall conduct a fact-finding meeting with the Grievant, his PBA representative (if any), and the Major or designee. Thereafter, the Police Chief, or his designee, shall issue his decision in writing on the grievance, with copies to the Grievant, the Human Resources Director, and the PBA within fourteen (14) calendar days after presentation of the grievance at the fact-finding meeting. At this step, the grievance must be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and Sections of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Human Resources Director, or his designee. The grievance, as specified in writing in STEP ONE above, shall be filed with the Human Resources Director, or his designee, within fourteen (14) calendar days after the date of the Police Chief's response in STEP TWO above. The Human Resources Director, or his designee, will conduct a meeting with the Grievant, his PBA representative and appropriate Department management. Thereafter, the Human Resources Director, or his designee, shall issue his decision in writing on the grievance, with copies to the Grievant, the PBA, and the Department within fourteen (14) calendar days after the presentation of the grievance at this Step.

Management decisions which deny written grievances, in whole or in part, must contain the reasons for the denial.

Section 4. If the Grievant is not satisfied with the decision of the Human Resources Director, or his designee, in STEP THREE above, the Grievant may submit notice of arbitration by hand delivery or by certified or registered mail of a written notice to the Human Resources Director within thirty (30) calendar days of receipt of the Human Resources Director's written decision, utilizing the Arbitration Request Form listed in this Agreement as Exhibit D. Said written notice of arbitration shall include a written statement of the position of the Grievant with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the grievance filed at STEP TWO of the grievance procedure.

Section 5. Selection of Arbitrator

- A. Within sixty days after ratification of this Agreement, the University and PBA shall select an Arbitration Panel composed of arbitrators who reside in Florida. The panel shall have five (5) members who are mutually selected by the University and PBA to serve for five years. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately

striking from a list until the required number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.

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

Section 6. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the University, and the Union in writing. The expenses of the arbitration, including the fee and the expenses of the arbitrator, shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of its transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

Section 7. The arbitrator will confine his consideration and determination to the written grievance presented in STEP TWO of the grievance procedure. The arbitrator shall have no authority to substitute his judgment for that of management and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by arbitrator to supersede applicable state and federal laws or regulations.

Section 8. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The issue before the arbitrator shall be whether a specific provision of this Agreement was violated. Either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

Section 9. No decision of any arbitrator or of the University in one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of straight time (i.e., no overtime) wages of the particular employee involved, less any unemployment compensation that he received during the period involved. Additionally, in calculating any back wages award, the arbitrator shall consider whether the employee met his duty to mitigate losses during the period involved.

Section 10. It is agreed, with respect to the above wages or retroactive adjustment, that no arbitrator shall have the right to determine that back wages or other retroactive adjustment shall be awarded for a period in excess of one (1) month prior to the date of filing the grievance which is being ruled upon.

Section 11. It is agreed, with respect to this grievance and arbitration procedure, that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the Grievant.
- B. Grievances not submitted by the Grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance may not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the University or by the Department shall require the Grievant to proceed to the next Step, and failure of the Grievant to proceed on a timely basis to the next Step shall bar the grievance.
- C. The parties may mutually agree in writing to extend any deadline under the Grievance/Arbitration procedure.
- D. If any deadline falls on a Saturday or Sunday, or University holiday, the action subject to the deadline will be deemed timely if accomplished by close of business the next business day.

Section 12. Nothing in this Article shall be construed to prevent any employee from presenting his own grievance with whomever he wants to represent him. It is understood that either an individual, an attorney, or the Union may represent a Grievant, but under no circumstances shall more than one person represent the Grievant at any step of the grievance procedure. In the event the University is notified that the Grievant is representing himself or is otherwise not being represented by the Union, the University shall so notify the Union. The Union may monitor and attend such grievance steps on personal or leave time but may not participate otherwise.

Section 13. Where a grievance is general in nature in that it applies to a group of employees rather than a single employee, or if the grievance is directly between the Union and the Department or the University, such grievance shall be presented in writing directly to the Police Chief within fourteen (14) calendar days of the occurrence of the events which gave rise to the grievance. The grievance shall be signed by one or more aggrieved employee. Thereafter, the grievance shall be processed in accordance with the procedures set forth in STEPS TWO and THREE above; provided, however, that the grievance must contain the detailed information required in STEP ONE above.

Section 14. A non-dues-paying bargaining unit employee may avail himself of all procedures under this Article. In so doing, such non-dues-paying bargaining unit employee shall be required to bear the full cost of preparing and presenting his own case and his arbitration expenses as set forth in Section 6 above.

Section 15. This grievance and arbitration procedure shall be the sole and exclusive procedure for any bargaining unit employee to contest discharge or other disciplinary action or any alleged violation of this Agreement.

Section 16. The parties may mutually agree to waive Steps 1 and 2 of the grievance procedure in order to expedite the processing of a grievance.

Article 9

LABOR-MANAGEMENT COMMITTEE AND CONSULTATION

Section 1. Labor-Management Committee. There shall be a Labor-Management Committee which shall consist of three (3) members who shall be designated in writing by the PBA and the Police Chief, the Human Resources Director, and one additional member designated by the University/Department.

Section 2. The Labor-Management Committee shall meet on a quarterly basis on dates mutually agreed upon by the participants. If neither party requests a Labor-Management Committee meeting for a given calendar quarter (e.g., January – March, April – June, etc.), the meeting for that quarter shall be deemed waived.

Section 3. The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. The Committee shall not engage in collective bargaining or resolution of grievances. The proceedings of the Committee shall be “informal” in nature. The parties may mutually agree to issue a joint written document addressing a particular item.

Section 4. The University will cooperate with the PBA to schedule the Labor-Management Committee meetings at times when the three (3) members designated by the PBA are off duty. In no event shall Labor-Management Committee meetings result in compensation for bargaining unit employees. However, upon the approval of the Police Chief, an employee designated to attend the Labor-Management Committee meeting on behalf of the PBA at a time when he is on-duty may be permitted to use "flex" time if such use does not result in additional cost to the Department or reduction of staffing below an acceptable level.

Section 5. With the permission of the Police Chief, one (1) on duty Employee Representative may attend (without loss of pay) a scheduled Board of Trustees meeting where the Board of Trustees is voting to approve a final collective bargaining agreement negotiated between the parties hereto and ratified by the PBA.

Section 6. Consultation. Upon the mutual agreement of the PBA and the University, there shall be a meeting between the Vice President of Administration and Finance (or his designee) and up to two (2) additional members of his management staff and up to three (3) local PBA representatives, or such other number as the parties may mutually agree, to discuss matters pertinent to the implementation or administration of this Agreement. The party requesting consultation shall submit a written list of items to be discussed no later than two (2) weeks in advance of the meeting. The other party shall also submit a written list of items in advance of the meeting if it wishes to discuss additional issues. The parties agree that such meetings (consultations) may be used to resolve problems or engage in discussions regarding the implementation and administration of the Agreement; provided, however, that such meetings shall not constitute or be used for the purpose of collective bargaining. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked. Upon the approval of the Police Chief, a local (employee) PBA representative, who is scheduled to be

on duty at the time he is to attend a consultation meeting, shall be permitted to use "flex" time if such use does not result in additional cost to the Department or reduction of staffing below an acceptable level.

Article 10

ASSIGNED DUTIES

Section 1. Assigned Duties

Employees shall be required to perform the duties set forth in their classification specifications descriptions and Departmental policies and such other duties as are related to public safety at the University.

Section 2. Acting Ranks

An employee who is designated by written order of the Police Chief, or his designee, to temporarily serve in a higher rank shall receive an increase in pay for the time period of such service in accordance with University policy, which is the minimum of the range or five percent base salary increase, whichever is greater. The University policy is outlined in greater detail on the Human Resources website.

Section 3. Review of Acting Rank Status

An employee who claims that he has been regularly performing all of the duties of a position in a higher classification (i.e., Sergeant) but has not been credited with temporary service in such higher classification, may request the Human Resources Director to review his claim. Such review must be requested within fourteen (14) calendar days of the date for which the employee is claiming credit for temporary service in a higher classification.

Article 11

HEALTH AND SAFETY AND PHYSICAL FITNESS

Section 1. The University shall comply with all federal and state health and safety laws and regulations which apply to the work performed by the bargaining unit employees covered hereunder. The University and the PBA agree to work cooperatively toward reducing job-related injuries and workers' compensation costs.

Section 2. The University and the PBA agree that employees covered hereunder must maintain a satisfactory level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens and the members of the University community.

Section 3. Employee Health and Safety

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University. The University agrees to replace bullet resistant vest upon the expiration of the manufacturer's warranty. The bullet resistant vest shall be fitted to each individual officer. The University and the PBA also shall strongly encourage its officers to wear the vest but it shall not be mandatory, however, the university reserves the right to require the wearing of the vest under specified conditions or special circumstances.

B. When an employee believes an unsafe or unhealthy working condition exists, the employee shall immediately report the condition to his/her non-bargaining unit supervisor. The University and/or the Department shall investigate the employee's report and take whatever action is required under applicable health and safety laws or regulations.

Section 4. Each bargaining unit employee shall be required to successfully complete the Physical Abilities (Fitness) Test established by the Division of Criminal Justice Standards Training of the Florida Department of Law Enforcement. The physical abilities test measures specific physical abilities through participation in a series of job-related tasks as follows:

- (a) Exiting car/enter trunk.
- (b) 220 yard run.
- (c) Obstacle course.
- (d) Dummy drag.
- (e) Obstacle course (repeat).
- (f) 220 yard run (repeat).
- (g) Weapon fire (dry).
- (h) Enter trunk/enter car.

The test is intended to be conducted in a continuous fashion resulting in a total composite score (i.e., time to complete the course). The test will be administered on a pass/fail basis. The highest passing time an applicant may achieve on the physical abilities test is 7 minutes. (Applicants scoring above 7 minutes fail.) The parties agree that if the FDLE authorizes any

alternatives to the activities listed in this section (a) thru (h), the parties shall consult regarding such changes.

Section 5. Each bargaining unit employee shall be required to take the physical abilities test on an annual basis at a time designated by the Department normally within the period from November 15 through April 15.

Section 6. The bargaining unit employee who achieves the best score in the following age categories on the testing date shall receive a "Well Qualified" physical fitness pin for those outstanding performers.

- Unit members who are not older than age twenty-nine (29)
- Unit members who are at least age thirty (30) and not older than thirty-nine (39)
- Unit members who are at least age forty (40) and not older than forty-nine (49)
- Unit members who are at least age fifty (50)

Such awards shall be returned by unit members prior to the next annual awards ceremony.

Section 7. No employee will be eligible for any wage increase unless he/she has passed his/her physical abilities test at least once in a two year period prior to the date the raise is to be awarded. If an employee is unable to medically perform the physical abilities test and the University has granted a medical waiver, such employee shall be required to take the test within thirty (30) days of release from the medical waiver. If an employee is on a pre-approved leave of absence and is unable to take the physical abilities test on the assigned date, such employee shall be assigned and required to take the test within thirty (30) calendar days of returning to duty.

Section 8. An employee who has a bona fide medical condition or injury which prevents him/her from taking the physical abilities test (or a portion thereof) will be dealt with on an individual basis. In all such cases, the University Physician will determine the nature and extent of the employee's medical condition or injury; whether the test should be postponed pending resolution of the employee's medical condition or injury (if such medical condition or injury is temporary); whether the test may be modified so as to accommodate the employee's medical condition while still measuring the same physical abilities; and such other medically-related issues which facilitate proper measurement of the physical abilities necessary to successfully perform the employee's job.

Section 9. The University, at its discretion, may send any employee covered hereunder for a medical and/or psychological examination where there is a reason to believe that he/she is unfit for duty. Such examinations shall be conducted at no cost to the employee and shall be administered while the employee is on duty or is otherwise in paid status.

Section 10. In the event the examination set forth in section 7 and/or section 8 above determines the need for additional tests or information, the University will bear the cost associated with such additional tests, if so ordered, including the opinion(s) of additional physicians and/or psychologists.

Section 11. Nothing in this Article will prevent the employee from obtaining his/her own medical and/or psychological examination at the employee's expense to be utilized in the grievance procedure.

Article 12

PERFORMANCE EVALUATIONS

Section 1. Performance Evaluations

A. Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a Performance Improvement Plan intended to correct performance deficiencies. A Performance Improvement Plan will be prepared by the supervisor with the assistance of Human Resources if needed. The plan will outline performance improvements that need to be made in order to achieve an "Effective" or above rating. This plan will be shared with the employee.

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. If that meeting does not resolve the employee's concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Police Chief. The purpose of these reviews is to ensure that the performance evaluation was not done in an arbitrary and capricious manner.

C. The employee may be removed from his class no sooner than ninety (90) days after receipt of the Performance Improvement Plan if the Police Chief determines that adequate improvement in performance is not made.

D. The University shall consult with the PBA prior to changing the current performance evaluation system.

Section 2. Grievability

A grievance may be filed by an employee who is terminated or demoted for deficiencies in accordance with the Department's Performance Improvement Plan. To successfully contest his termination or demotion for failure to correct his performance deficiencies in accordance with the Department's performance plan, the employee must establish that the action taken by the Department was arbitrary and capricious. The grievance and arbitration procedure (Article 8) shall be the sole and exclusive procedure for contesting termination or demotion hereunder.

Article 13

WORKDAY, WORK PERIOD, AND OVERTIME

Section 1. Work Period

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

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

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

D. Under no circumstances shall sick leave, vacation leave, or any other time not actually worked count as "time worked" or "hours worked" for purposes of calculating entitlement to overtime compensation. (Note: This applies to regular overtime not special duty overtime, which shall continue to follow existing policy.) Special Duty Overtime is defined as compensation paid by an outside entity for approved off-duty work.

E. This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given fourteen (14) days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs. Special duty and overtime assignments do not change an employee's regular workweek, work hours, or days off and therefore are not covered by this paragraph.

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

G. The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least seven (7) days notice of the special event assignment or there is an unforeseen law enforcement need. An employee who has volunteered for a special event and then must call in sick, shall normally contact the Department at least four hours in advance of the special event report time, utilizing standard procedures. If an employee who is scheduled to work a special event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

Section 2. Workday

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

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

Section 3. Compensatory Time

A. An employee may accumulate up to 120 hours of compensatory time.

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

Section 4. Compensation for Special Duty

Compensation for Special Duty shall be governed by existing policy. An employee reporting to a special duty event shall be guaranteed two (2) hours of pay if an event is canceled or concluded prior to the end of the two hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting to such duty will cause the employee to lose eligibility for the guaranteed two (2) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two (2) hour period. This two (2) hour guarantee applies to each continuous period of special duty, even if occurring during the same event. (For purposes of example only, this means that if an employee reports for special duty for a period of time and then is asked to report back three hours later for additional special duty, the employee will receive the two (2) hour guarantee for both periods of special duty for a total of four (4) hours or the actual hours worked, whichever is greater.)

Section 5. Shift Selection (Bids)

A. Shift selection shall be conducted twice a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be assigned by the Department without regard to seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order

to staff the positions on each patrol shift without regard to seniority. In such case where there is not a qualified person who bid to fill a slot, the Department shall have the right to fill the vacant slot(s) with the most qualified employee. Agency Seniority, as used in this section, is defined as the time accruing to bargaining unit employees through continuous sworn full-time service while employed by the University. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference. Agency Seniority shall have preference if all Rank Seniority is equal. Agency Seniority shall start from the day an employee is hired to perform law enforcement services (sworn hire date) and shall not accrue while an employee is attending a law enforcement academy in order to be State certified as a Law Enforcement Officer.

- B. With respect to employees assigned without regard to seniority in accordance with Section 5A above, no employee shall be so assigned more than once every three years.
- C. With respect to employees assigned without regard to seniority in accordance with Section 5A above, any such assignment shall be for the duration of the posted shift cycle.
- D. With respect to employees assigned without regard to seniority in accordance with Section 5A above, employees shall be given a written reason(s) as to the assignment.

Article 14

BENEFITS AND AWARDS

Section 1. State Employee Health Insurance Program. The University and the PBA support legislation to provide adequate and affordable health care insurance to all state employees. If the University provides its own health insurance program, the employees covered hereunder will receive the same health insurance program, including benefit and premium schedules as is applicable to other non-faculty University employees.

Section 2. Death in the Line of Duty Benefits. Funeral and burial expenses, education benefits, and the State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be provided in accordance with applicable Florida Statutes. The University shall assign a victim advocate or any other employee to assist the surviving spouse and family to obtain all applicable survivor's benefits.

Section 3. Retired Employees

A. Employees who have retired under the Florida Retirement System with the University shall be eligible, upon request, to receive on the same basis as other employees all benefits applicable to retirees under University policy.

B. Under normal retirement (i.e., as defined by the Florida Retirement System with the University Police Department or 25 years of service with the University Police Department) in good standing, including disability retirement, an employee shall be presented one complete uniform, including the badge worn by him, and an identification card clearly marked "RETIRED" consistent with the provisions of §112.193, Florida Statutes and an identification card and badge reflecting a one "military grade" honorary promotion. The employee shall be presented his firearm (if one has been issued as part of the employee's equipment); provided that the employee shall simultaneously execute a document transferring the ownership of any such firearm from the University to the employee and releasing the University from any liability for the subsequent use of such firearm.

Section 4. Award Program. The University agrees to promote a program of recognition awards for employees which shall include:

- A. Upon promotion, a framed certificate certifying the promotion;
- B. Awards for bravery and outstanding service;
- C. Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service.

Article 15

TRAINING OPPORTUNITIES

Section 1. Law Enforcement Training

The University and the PBA recognize the importance of training programs to develop skills in law enforcement officers and supervisors. The University will make reasonable efforts to continue existing training programs in law enforcement techniques and to develop new programs and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

Section 2. Tuition Waiver Program

The University is encouraged to accommodate employees seeking to take courses under the tuition-waiver course program referenced in UCF Employment Policies and Rules.

Article 16

CHANGE IN ASSIGNMENT

An employee with regular status in his current classification who meets all of the Department's eligibility requirements may apply for a change in assignment to a different position in the same classification or a different classification having the same pay range maximum, a different work unit, or a different shift. Prior to filling a vacancy, the University shall consider pending requests for changes in assignment; provided, however, that nothing contained in this Agreement shall be construed to prevent the Chief, at his discretion, from filling a vacancy or changing an assignment in accordance with his determination of the needs of the Department.

Article 17

COURT APPEARANCES AND CALL-BACK

Section 1. Court Appearances. If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of two and one-half hours (2½) which shall be counted as hours worked.

Section 2. Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours for that day, the employee shall be credited with the greater of the actual time worked or two (2) hours.

Section 3. On-Call Assignment (Investigations Unit). "On-call" assignment shall be defined as any time when appropriate UCF management has specifically instructed the employee in advance, in writing, to remain available to work during an off-duty period. Only employees employed in the Investigations Unit (either in an Investigator rank or pursuant to an assignment as an Investigator) shall be assigned "on-call" status. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties. While on call the employee shall maintain the appropriate physical condition for the performance of law enforcement duties. "On-call" status employee (Investigator rank or assigned as Investigator) who is required to be on-call Monday through Friday shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call. An employee who is required to be on-call on a Saturday, Sunday, or University recognized holiday will be compensated by payment of a fee in an amount equal to one-quarter (1/4) the base rate for the classification of the employee for each hour such employee is required to be available. Such additional "on-call" compensation shall remain in effect only so long as the employee is serving in the Investigator rank or is assigned as an Investigator and is performing the required "on-call" assignments.

Section 4. K-9 Handlers will receive thirty (30) minutes of compensable time per calendar day while assigned to handle a department canine.

Article 18

LAY-OFFS

Section 1. In the event of a lay-off, the University shall implement lay-off in accordance with the procedures contained in the Rules and Regulations applicable to such action. The parties agree that should layoffs of unit employees become necessary, UCF shall provide advanced written notice to the Union and promptly set a consultation meeting with the Union prior to layoff notices being issued to employees. The university will consider Union recommendations and concerns received prior to formal layoff notification.

Section 2. At the time of layoff notification, no employee with regular (non-probationary) status within an affected classification shall receive such notice while an employee on probationary status is serving in that classification.

Section 3. Employees in lay-off status will retain recall rights for eighteen (18) months from the date of lay-off and shall have preference over applicants on eligibility lists during such eighteen (18) month period. Such preference shall apply to the laid off employee's most recently held classification or a lower ranked classification. Recall will be made by certified mail to the last address in the employee's personnel records with a copy by regular mail to the Union. The employee must within seven (7) days of the certified receipt date, or in the case of the letter being returned as undelivered, the date of last attempted delivery noted by the US Postal Service, signify his intention to return to work, in writing, to the Office of Human Resources. Failure of the employee to provide timely notice hereunder shall result in forfeiture of recall rights.

Article 19

PENSION

Pension will be as required by the State of Florida. Bargaining unit members may participate in the retirement options available through the Florida Retirement System, subject to eligibility and participation requirements established by the Florida Retirement System.

Article 20

PROMOTIONS

Section 1. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and other document describing the position.

Section 2. A written exam will be required of all employees who wish to be considered for a promotion. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes.

Section 3. An employee must submit a request to take the promotional exam to the UCF Human Resources office no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.

Section 4. Employees will be notified in writing of their eligibility or ineligibility for the class(es) to which he applied for promotion.

Section 5. The Exam Administrator is to notify the University Human Resource Office and the Director (Chief) no later than January 15 of each calendar year, regarding: the date(s) of the exam; the place where the exam will be administered; the major categories to be covered by the exam; and the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.). The passing score that must be attained will be established by the Exam Administrator.

Section 6. No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file in the University, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

Section 7. The Exam Administrator will notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Director (Chief).

Section 8. Placement on the appropriate promotional list will be based on numerical scores calculated using the following factors:

A. Written Examination	Test Score (Actual Points)
B. Seniority	.5 points for each full year of certified service at UCFPD (to a maximum of 5 points)
C. Education	
1. Associates Degree	2 points
2. Bachelors Degree	4 points (maximum of 4 pts for post-secondary school education)
3. Advanced training courses (police practices and supervisory skills approved by the Department)	.25 points per each 100 hours(to a maximum of 2 points)
D. Military Experience	.2 points for each full year of Honorable Service (to a maximum of 2 points)
E. Performance Evaluations	Numerical Score, average of last three years, 0 points until three annual performance evaluations (0 to 5 points)
F. Awards	
Officer of the Year (internal)	1 point per award (to a maximum of 2 points)
For each National and Local award (external)	.5 points (to a maximum of 2 points)
G. Disciplinary Action	- 2 points for each written reprimand(written reprimands shall not count after 2 years). - 6 points for each suspension
H. FTO (active FTO in last year)	2 points
I. Hold rank of Corporal for two(2) years post-probation(For Sergeant only)	2 points

(Note: The cut-off date for earning additional points above the score on the written exam shall be July 1 of each year. The maximum total numerical score attainable shall be 100 - i.e., score on the written exam plus and/or minus any additional points pursuant to B-I above.)

Section 9. If the University uses oral interviews, such interviews will not be counted in the total score as calculated pursuant to Section 9 above. The local PBA representative will be provided the names of the individuals to serve on the interview committee. Questions asked at the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.

Section 10. The University promotional list shall be effective July 1st of each calendar year. Names shall be retained on the promotional list for a period of one year.

Section 11. The University's promotional list, consisting of the name, final passing score, and position on the appropriate list, shall be posted.

Section 12. Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and are on the University's promotional list. All qualified employees shall be interviewed in such case. However, the University shall have the discretion to interview for and fill a vacancy from only the highest five (5) numerical scores of current University employees contained on the University's promotional list.

Section 13. Employees who do not receive a promotion for which they applied will retain their position on the promotional list. When an employee declines a promotional job offer, the employee shall not be considered for promotion for the duration of that list.

Section 14. Any certified police officer with (i) a minimum of three (3) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of four consecutive years of other certified law enforcement officer experience immediately prior to the promotional examination shall be eligible to take a promotional examination for Sergeant if he otherwise meets all of the qualifications for the promotion. Service as a Corporal shall not be a prerequisite for promotion to Sergeant. Any combination of experience identified above may be used, so long as there is one year of certified law enforcement officer experience in the Department.

Section 15. Any certified police officer with (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency immediately prior to the promotional examination shall be eligible to take a promotional examination for Corporal if he otherwise meets all of the qualifications for the promotion. Any combination of experience may be used, so long as there is one year of certified law enforcement officer experience in the Department.

Section 16. No employee shall be eligible for promotion unless he has been ranked overall "Satisfactory" or higher on his last two (2) Performance Evaluations. No employee shall be eligible for promotion if he has received formal disciplinary action for an incident occurring within twelve (12) months prior to the actual appointment (promotion).

Section 17. Definition. For purposes of this article, the terms certified or certification shall refer to the official date of law enforcement certification as determined by the Florida Department of Law Enforcement.

Section 18. Investigations Unit. Any police officer with a minimum of two (2) consecutive years of employment in the Department immediately prior to the assignment shall be eligible for the investigations assignment. The number of Investigator assigned and the length of their assignments shall be within the exclusive discretion of the Chief. Law Enforcement Officers and Corporals assigned to work in the Investigations unit will receive a 5% differential added to their base pay for the period of their assignment. Sergeants assigned to work in the Investigations unit will receive no change in base pay for the period of their assignment.

Section 19. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of twenty-five dollars (\$25) per shift.

Article 21

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Coverage: Life and Accidental Death & Dismemberment Insurance will be as mandated by state law.

Article 22

VOTING

Twelve Hour (Day) Shift Employee. A twelve hour (day) shift employee who is registered to vote, but his scheduled shift prevents him from voting in a primary, general, or special election, shall vote by absentee ballot, early voting or other method which allows him to vote without conflict with his regular work schedule. In the event that a twelve hour (day) shift employee who is registered to vote is required to work on an election day, which is not his regularly scheduled workday, the Department shall allow him the necessary time off to vote if he could not reasonably anticipate that he would be unable to go to the polls. Such time off shall not exceed two (2) hours.

Article 23

DEFENSE AND INDEMNITY

Employees covered hereunder shall be governed by existing Florida law and University policy and practice concerning defense of lawsuits and payment of judgments.

Article 24

PREVAILING RIGHTS

The rights, privileges, and working conditions of employees covered hereunder shall be those set forth or incorporated herein by precise reference in this Agreement.

Article 25

LEAVE AND HOLIDAYS

Section 1. Leave. Vacation, sick, bereavement, and job-related disability leave shall be governed by existing University policy applicable to the bargaining unit employees and this agreement.

Section 2. Leave to Supplement Worker's Compensation Benefits and Alternate Duty. The use of paid leave to supplement worker's compensation benefits and the performance of alternate duty due to temporary inability to perform regular job duties as a result of an on-the-job injury shall be governed by existing University policy applicable to the bargaining unit employees.

Section 3. Holidays shall be governed by existing University policy and this agreement. The University shall consult with the PBA prior to changing the existing holiday policy.

A. The following holidays are recognized paid holidays by the University:

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

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

Article 26

VEHICLES

Section 1. The University will phase in take-home vehicles/motorcycles for bargaining unit employees. To the extent vehicles are (or become) available, take-home vehicles will be issued in order of rank and seniority within rank; provided that the Chief shall have the exclusive discretion to assign take-home vehicles to bargaining unit employees in specialized units or functions without regard to rank and seniority within rank. Take-home vehicles will not be assigned to bargaining unit employees who reside more than ten air miles from the University. Further, employees assigned take-home vehicles must comply with all Departmental regulations regarding the use and care of such vehicles/motorcycles. Failure to do so could result in disciplinary action and/or loss of take-home vehicle privileges. The University shall have the sole and exclusive discretion to determine which car is assigned to each eligible officer.

Article 27

UNIFORMS AND EQUIPMENT

Section 1. Employees covered hereunder shall be responsible for maintenance of uniforms and equipment provided by the Department. If an employee can establish that a piece of equipment or uniform clothing provided by the University has been damaged, lost, or destroyed through no fault of the employee, the Department will replace such piece of equipment or uniform clothing at no cost to the employee. If an employee is unable to establish the a piece of equipment or uniform clothing provided by the University was damaged, lost, or destroyed through no fault of the employee, the employee may be subject to disciplinary action.

Section 2. All bargaining unit employees shall receive a standard issue of uniforms and uniform accessories in accordance with current Departmental policy. Requests for replacement of uniforms (or uniform items) will be honored at the Department's expense if the employee's request is attributable to normal wear. Employees are responsible for any alterations required for uniforms provided by the University. Employees are also responsible to purchase footwear meeting Departmental standards.

Section 3.

A. Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required by the University to wear a uniform, a uniform maintenance allowance in the amount of \$400.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

B. Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$650.00 annually, and a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

Section 4. Replacement of personal property. In the discretion of the Chief, an employee, while on duty and acting within the scope of his employment, who suffers damage to or destruction of his watch or prescription eyewear, or such other item of personal property as has been given prior approval by the University as being required by the employee to properly perform the duties of his position, may be reimbursed or have such property repaired or replaced. To be considered for such reimbursement, repair, or replacement, the employee must provide the Chief with a written statement detailing the circumstances under which such property was damaged or destroyed. Such statement must contain the time, date, and specific nature of the incident which resulted in the damage or destruction and the names of any witnesses thereto. This statement shall be reviewed by the employee's Lieutenant, who shall render his recommendation to the Chief. The decision to grant (or not grant) reimbursement, repair, or replacement (and any applicable amount) shall be within the exclusive discretion of the Chief. Under no circumstances shall the amount of any such reimbursement, repair, or replacement

exceed \$75.00 for a watch or \$400 (including any required examination) for prescription eyewear.

Section 5. Safety Equipment. Employees shall notify the Department ninety (90) days prior to the expiration of any safety equipment (e.g., safety armor and pepper spray).

Article 28

NO SMOKING POLICY

Section 1. Police Department personnel comply with the University Smoke-Free Policy which prohibits smoking on all university owned, operated, leased, and/or controlled properties in order to maintain a healthy and safe environment for its students, staff, faculty and visitors.

Section 2. Police Department personnel shall not use any tobacco products at any time while conducting Police Department business, operating a University vehicle, or while in contact with any member of the public during a Police Department operation or assignment.

Section 3. All tobacco waste products such as cigarette butts and used smokeless tobacco shall be disposed of in a lawful, healthy, clean, and safe manner.

Article 29

WAGES

Section 1. Salary Increases. For Fiscal Year 2011-12, the University will implement no across-the-board salary increases.

Section 2. Eligibility Criteria for Salary Increases in Section 1 (when applicable).

- A. Employees are eligible for the increases referenced in this article unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented.
- B. Employees are eligible for the increases referenced in this article if they were employed in a regular position on June 30, 2011, and continuously employed until the administration of the increases.
- C. Employees who have given notice of a resignation or received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

Section 3. Market Equity Pay Adjustments. For Fiscal Year 2011-12, a pay adjustment is authorized in order to more closely align unit salaries with the local market. All employees will be brought to the minimum salaries as adjusted in Section 4 or receive a \$2,000 salary adjustment, whichever is more. These salary adjustments shall be effective the first pay period subsequent to ratification by both parties.

Section 4. The pay ranges for each of the respective ranks are as follows:

- 1. Officer: \$38,000 - \$52,000
- 2. Corporal: \$43,000 - \$57,000
- 3. Sergeant: \$48,500 - \$68,000

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

Section 5. Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

Section 6. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall consult with PBA representative(s).

Article 30

TOTALITY OF AGREEMENT

Section 1. The University and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and the PBA are thereby as set forth in this Agreement, and that it shall constitute the entire and sole agreement between the parties for its duration.

Section 2. The University and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or commonplace within the parties at the time they negotiated or signed this Agreement.

Section 3. Modifications. Nothing herein shall preclude the University or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Article 31

SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 32

DURATION

This Agreement shall be effective on the date subsequent to ratification by the PBA and approval by the Board of Trustees and shall remain in full force and effect through and including September 30, 2015. Should either party desire to negotiate a new agreement to succeed this agreement, it shall notify the other in writing. Upon such notification, negotiations shall proceed in accordance with the Florida Public Employees Relations Act.

For fiscal year 2013-14 and 2014-15, the parties agree to a Wages re-opener. Additionally, each party may re-open for negotiations up to two articles from the contract. The parties shall give notice of intent to re-open negotiations over wages and other articles identified in the notice no later than July 1st in 2013 and 2014. The re-opener notice may be sent U.S. Mail or through an e-mail message to, as applicable, the UCF Chief HR Officer or the identified PBA lead negotiator.

EXHIBIT A

University of Central Florida – PBA

GRIEVANCE FORM – STEP 1

(Deliver this form to the appropriate Major at the Police Department)

This grievance was received by the University on _____ (date) by:

[CHECK ONE] _____ Certified or registered return receipt requested mail; OR
_____ Personal delivery.

(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

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

Describe the alleged incident, act, or occurrence which gave rise to the grievance, including date(s):

Specifically, I request the following action be taken as a remedy to my grievance:

Representation:

I will be represented in this grievance by: [CHECK ONE] _____ PBA _____ Myself

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

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

Date

The Step 1 review shall be transmitted to Grievant by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Major or designee shall forward a copy to the Police Chief, the University's Human Resource Director, and Grievant's PBA representative (if any).

EXHIBIT B

University of Central Florida – PBA

REQUEST FOR STEP 2

(Deliver this form and attachments to the Police Chief)

This request for review was received by the University on _____ (date) by:

[CHECK ONE] _____ Certified or registered return receipt requested mail; OR
_____ Personal delivery.

(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

DATE OF STEP 1 DECISION: _____

Date Step 1 Decision was received by Grievant or Grievant Representative: _____

Describe the reasons for requesting that the Step 1 Decision be reviewed by the unit head:

Specifically, I request the following action be taken as a remedy to my grievance:

Representation:

I will be represented in this grievance by: [CHECK ONE] _____ PBA _____ Myself

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

Date

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

A copy of the following documents should be attached to this Request at the time of its filing with the unit head:

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

EXHIBIT C

University of Central Florida – PBA

REQUEST FOR STEP 3

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

This request for review was received by the University on _____ (date) by:

[CHECK ONE] _____ Certified or registered return receipt requested mail; OR
_____ Personal delivery.

(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

DATE OF STEP 2 DECISION: _____

Date Step 2 Decision was received by Grievant or Grievant Representative: _____

Describe the reasons for requesting that the Step 2 Decision be reviewed by the unit head/director:

Specifically, I request the following action be taken as a remedy to my grievance:

Representation:

I will be represented in this grievance by: [CHECK ONE] _____ PBA _____ Myself

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

Date

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

A copy of the following documents should be attached to this Request at the time of its filing with the unit head:

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

EXHIBIT D

University of Central Florida – PBA

NOTICE OF ARBITRATION

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

This request for review was received by the University on _____ (date) by:

[CHECK ONE] _____ Certified or registered return receipt requested mail; OR
_____ Personal delivery.

(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF ARBITRATION.)

The PBA or Grievant (if not represented by PBA) hereby gives notice of intent to proceed to arbitration in connection with the decision of the University on **[date of Step 3 decision]** _____ and received on **[date of receipt of Step 3 decision]** _____ in the grievance of:

GRIEVANT NAME: _____

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

I will be represented in this grievance by: **[CHECK ONE]**

_____ SELF	Name: _____
_____ PBA	Address: _____
_____ LEGAL COUNSEL	City, State, Zip: _____
_____ OTHER	Phone: _____

I understand and agree that by filing this grievance, I waive whatever rights I may have under Chapter 120 of the Florida Statutes with regard to the matters I have raised herein and under all other university procedures which may be available to address these matters.

Signature of Grievant

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

Date

IN WITNESS THEREOF, the parties have set their signatures this ____ day of _____, 201__.

**FOR THE UNIVERSITY OF
CENTRAL FLORIDA BOARD
OF TRUSTEES:**

John C. Hitt
President

William F. Merck II
Vice President for Administration and Finance
And Chief Financial Officer

Mark A. Roberts
Chief Negotiator
Associate Vice President and
Chief Human Resources Officer

Youndy C. Cook
Associate General Counsel

Richard M. Beary
Assistant Vice President and Chief of Police

**FOR THE CENTRAL FLORIDA
POLICE BENEVOLENT
ASSOCIATION, INC:**

Steve Micciche
Chief Negotiator

Scott Freeman
Chair, Negotiating Committee

Robert Slavik
Member, Negotiating Committee

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Revision to the Compensation and Labor Committee Charter

DATE: March 21, 2013

PROPOSED BOARD ACTION

Approve the revisions to the charter of the Compensation and Labor Committee.

BACKGROUND INFORMATION

On March 19, 2009, the board originally approved the Compensation and Labor Committee's charter that identified the purpose, authority, and organization of the committee, as well as its roles and responsibilities. The proposed changes are consistent with the bylaws of the Board of Trustees and incorporate items in the charter for which the committee is now responsible.

Supporting documentation: Compensation and Labor Committee Charter with marked redline revisions

Prepared by: Mark Roberts, Associate Vice President and Chief Human Resources Officer

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

Compensation and Labor Committee Charter

~~Second-Third~~ Revised
~~November 2009~~ March 2013

1. Overall Purpose and Objectives

The Compensation and Labor Committee was established by the University of Central Florida Board of Trustees (“board”) to: 1) conduct periodic compensation and assessment reviews of the president, as required by Florida Board of Governors regulations ~~4.002~~ and develop recommendations to the board for its consideration; 2) review and approve discretionary compensation plans and deferred compensation plans, if any, for senior executives of the university; and 3) oversee the collective bargaining responsibilities of the board.

2. Authority

The board authorizes the committee to:

- 2.1. perform activities within the scope of its charter, in accordance with board policy, including the Presidential Performance and Compensation Review Policy, and as otherwise directed by the board;
- 2.2. oversee an annual assessment of the president’s performance and compensation, and present recommendations to the board for approval;
- 2.3. consider and review all elements of presidential compensation, including contractual benefits that are not part of the annual compensation process, deferred compensation plans and other compensatory benefits;
- ~~2.4.~~ oversee review of the employment agreement with the president and present recommendations to the board for approval;
- ~~2.4.2.5.~~ annually review discretionary compensation plans, if any;
- ~~2.5.2.6.~~ engage outside consultants and other advisors, as it deems necessary, with the approval of the board or the president;
- ~~2.6.2.7.~~ advise the board and president regarding prospective and current collective bargaining activities and issues, and make recommendations to the board regarding board action.

3. Organization

Membership

- 3.1. The chair of the board will appoint the chair and members of the committee.

- 3.2. The committee will consist of at least three members, including the chair of the committee. The chair of the board will serve as an ex-officio member of the committee.
- 3.3. Members of the committee shall hold office until the appointment of their successors.

Meetings

- 3.4. Meetings to discuss collective bargaining issues are exempt from the open meetings law.
- 3.5. A majority of the regular (not ex officio) committee members shall constitute a quorum for all committee meetings. A quorum having been established, no business shall be transacted without a majority vote of all committee members who are present, including the ex officio members.
- 3.6. Meetings will be held as necessary and called by the chair of the committee or the chair of the board.
- 3.7. The committee will maintain written minutes of its public meetings; however, agenda or minutes shall not be posted for meetings conducted in closed session.
- 3.8. The committee may request special reports from the university on topics that may enhance the committee's understanding of the university's activities and operations.

Staff

- 3.9. The chief human-resources officer of the university will serve as staff liaison to the committee and will support the committee's logistical needs.
- 3.10. The Vice President and General Counsel will serve as staff liaison to the committee with respect to any issue requiring legal review or advice, including collective bargaining issues.

4. Specific Roles and Responsibilities

- 4.1. The compensation and performance of the president will be assessed regularly and the extent to which the president is meeting the goals established by the board will be determined.
- 4.2. Presidential goals for the short term (e.g., annual goals) and the long term (e.g., three-year goals) will be established in consultation with the president. The resulting goals will be recommended by the committee to the board for approval each year, usually at the November board meeting.

- 4.3. The achievement of the short and long term goals previously established by the board will be annually measured and the results will be approved by the committee.
- 4.4. All board trustees will be solicited for their input in the assessment of the president's performance.
- 4.5. A review of comparable compensation for university presidents will be done in accordance with the board's Presidential Performance and Compensation Review Policy. After this review, the committee will submit a compensation recommendation for approval by the board each year, usually at the November board meeting.
- 4.6. The committee will review the employment agreement with the president and present a summary recommendation to the board for its approval. Once approval is received by the board, the chair of the board and the Compensation and Labor Committee chair will sign the employment agreement on behalf of the board. A copy of the fully executed employment agreement will be shared with the board.
- ~~4.6.4.7.~~ An annual review of established performance incentive plans will be completed and recommended changes approved. Any changes resulting in revised awards to a participant shall be recommended to the board for final approval. Once the original plan document is approved by the board, technical and procedural changes to the plan document will be approved by the committee. Such changes shall be distributed by the committee to the Board of Trustees for its information, but will not require board approval.
- ~~4.7.4.8.~~ Periodically, a review will be requested of the base salaries of senior officers to determine if they are appropriate, based on relevant market data.
- ~~4.8.4.9.~~ The university collective bargaining representatives will be advised of board priorities, positions, and interests with respect to negotiations.
- ~~4.9.4.10.~~ The committee will act on behalf of the board to conduct collective bargaining impasse hearings and make recommendations to the board for its approval.

Adoption of Charter

The University of Central Florida Board of Trustees adopted this charter at its regularly scheduled meeting on March 19, 2009. The second revised was approved by the Board on November 19, 2009.

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Revision to the Presidential Performance and Compensation Review Policy

DATE: March 21, 2013

PROPOSED BOARD ACTION

Approve the changes to the Presidential Performance and Compensation Review Policy.

BACKGROUND INFORMATION

On November 30, 2004, the University of Central Florida Board of Trustees adopted the Presidential Performance and Compensation Review Policy. Minor revisions to the policy were approved in 2005 and 2009. The proposed changes effectively improve transparency and are recommended by the university's general counsel.

Supporting documentation: Presidential Performance and Compensation Review Policy with marked redline revisions

Prepared by: Mark Roberts, Associate Vice President and Chief Human Resources Officer

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

Presidential Performance and Compensation Review Policy

~~Second~~Third Amended Policy

~~February-March 2009~~2013

This policy supplements Florida Board of Governors regulations ~~4.002~~ and provides an annual assessment of the president's performance, goals, and compensation by the UCF Board of Trustees. It details the purposes and process by which the president's performance and compensation shall be reviewed on an annual basis. It further requires that a comprehensive review of the president's performance and compensation shall normally occur at three-year intervals.

Annual Review

Purpose

The purpose of the review is to enable the president to strengthen his or her performance, to enable the president and the board of trustees to reset mutually agreeable goals, and to inform annual decisions on compensation adjustments and other terms of employment.

Responsibility

It shall be the responsibility of the board of trustees ~~responsibility~~ to assess the president's performance, goals, and compensation annually. The board delegates to the UCF Compensation and Labor Committee, as its members shall mutually decide and within the parameters of this policy, the responsibility for organizing and conducting the process with the president.

Process

The president shall provide a written management review statement in a format and timetable mutually agreed upon with the Compensation and Labor Committee. Normally, unless revised by the committee in consultation with the president in the intervening period, the statement format will remain the same year to year. In addition, the board chair shall request participation from the chair of the Board of Governors, who may involve the chancellor, during the annual evaluation process. This participation will include a review of the president's responsiveness to the Board of Governors' strategic goals and priorities, and the president's compliance with system-wide regulations. ThisThe management review statement, along with any supplemental information the committee may have requested of the president, and any supplemental information the committee has developed, shall be sent to all board memberstrustees and to the president before the board of trustees meeting at which the president's review-process, goals, and compensation will be discussed-acted upon. with the president presentThe president will attend this meeting. A staff member shall be assigned to work directly with the committee.

Outcomes

After the board's deliberation and action, minutes shall be published that document the review of the president's performance and compensation.

Comprehensive Review

Purposes

The purpose of the review is to strengthen the leadership of the president and ~~B~~board of ~~T~~rustees by assessing the quality of their relationship and the president's performance through an independently conducted process. The process seeks to gather, on a wide range of management and governance matters, the informed perceptions of leaders of major stakeholder groups, as well as those of the president and trustees.

Responsibility

It shall be the responsibility of the board of trustees's responsibility to comprehensively assess the quality of the relationship ~~of-between~~ the president and ~~the Bboard-of-Trustees;~~ along with the president's performance and compensation, ~~normally~~ at three-year intervals. The board delegates to the Compensation and Labor Committee, as its members shall mutually decide and within the parameters of this policy, the responsibility for organizing and conducting the review process with the president, using independent consultants. No consultants shall be connected directly or indirectly with the institution by present or past affiliation. The chair of the ~~B~~board of ~~T~~rustees and the president shall be consulted regarding the selection of the independent consultants. The final selection of the consultants shall be approved by the Compensation and Labor Committee and by the board. Procedural details shall be decided upon by the Compensation and Labor Committee, with the consultants' advice and counsel, and within the parameters of this policy.

Process

~~All activities in this process shall be completed within four months after the selection of the consultants.~~ The activities shall include personal interviews with appropriate individuals, internal and external to the institution, as agreed upon by the committee and consultants. In addition, the consultant shall request participation from the chair of the Board of Governors, who may involve the chancellor, during the evaluation process. This participation will include the president's responsiveness to the Board of Governors' strategic goals and priorities, and the president's compliance with system-wide regulations. They ~~committee~~ also shall ~~agree-provide any guidance~~ on the general nature of the ~~questions-to-ask~~ consultant's review. A staff member shall be assigned to work directly with the consultants and the committee.

The customary annual presidential management review shall be modified to be consistent with the advice of the consultants and committee. Prepared in advance of the review process, the statement shall provide a comprehensive picture of the institution's academic, and financial status, ~~along with~~ and other indicators of progress during the president's tenure. It should highlight particular achievements, as well as persistent institutional issues.

The committee also shall decide how best to communicate with the UCF community and the Orlando metropolitan area before, during, and after this process. The committee is delegated the authority to set ~~(1) the consultants' compensation and an appropriate schedule of payments and reimbursements,~~ (21) the report's general written and ~~or~~ oral format (for later submission to the committee, president, and board), and ~~(32)~~ the arrangement by which the consultants will be available to discuss their report with the president and ~~full~~ board.

Outcomes

The consultants will provide a comprehensive written report detailing the institution's progress and major achievements during the president's tenure. This shall include substantive recommendations for the president and the board designed to strengthen UCF's management and governance.

ITEM: EP-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Conferral of Degrees

DATE: March 21, 2013

PROPOSED BOARD ACTION

Concurrence: Conferral of degrees at the Spring 2013 commencement ceremonies.

BACKGROUND INFORMATION

UCF expects to award the following degrees at the Spring 2013 commencement ceremonies on May 2-4, 2013:

6,892	baccalaureate degrees
1,078	master's degrees
<u>133</u>	doctoral and specialist degrees
8,103	Total

Supporting documentation: Registrar's Graduation Count

Prepared by: Amy Swinford, Senior Administrative Assistant to the Vice President and Chief of Staff

Submitted by: John C. Hitt, President

UCF Spring 2013 Commencement

Note: Procession of graduates begins 20 minutes prior to each ceremony.

*Projected Attending (Baccalaureate only) is an estimate based on 70% attending rate

College	Baccalaureate					Master's				Doctorate			
	Intent to graduate	Projected* attending	Pre-Order cap/gown	Head-count	Degree award	Intent to graduate	Indicated attending	Pre-Order cap/gown	Head-count	Intent to graduate	Indicated attending	Pre-Order cap/gown	Head-count
Thursday, 5/2, 9:00 a.m.													
College of Arts and Humanities	758	531				78	78			2	2		
College of Engineering and Computer Science	560	392				160	160			37	37		
College Totals:	1,318	923	-	-	-	238	238	-	-	39	39	0	0
Total Students Anticipated in Attendance:	1,200												
Thursday, 5/2, 2:30 p.m.													
College of Health and Public Affairs	1,041	729				295	295			9	9		
College of Medicine	240	168				6	6			6	6		
College Totals:	1,281	897	-	-	-	301	301	-	-	15	15	0	0
Total Students Anticipated in Attendance:	1,213												
Friday, 5/3, 9:00 a.m.													
College of Business Administration	955	669				161	161			3	3		
College of Nursing	315	221				42	42			5	5		
College Totals:	1,270	889	-	-	-	203	203	-	-	8	8	0	0
Total Students Anticipated in Attendance:	1,100												
Friday, 5/3, 2:30 p.m.													
College of Education	598	419				207	207			23	23		
* Education Specialists	0	0				16	16			0	0		
Rosen College of Hospitality Management	436	305				10	10			0	0		
College Totals:	1,034	724	-	-	-	233	233	-	-	23	23	0	0
Total Students Anticipated in Attendance:	980												
Saturday, 5/4, 9:00 a.m.													
College of Optics and Photonics	0	0				7	7			13	13		
Office of Undergraduate Studies	350	245				0	0			0	0		
College of Graduate Studies	0	0				2	2			0	0		
College of Sciences	1,639	1,147				94	94			35	35		
College Totals:	1,989	1,392	0	0	0	103	103	0	0	48	48	0	0
Total Students Anticipated in Attendance:	1,543												
Degree level ITG totals:	6,892					1,078				133			
Combined ITG submissions:	8,103												
All ceremony projected* attending:	6,035	74.5% of all ITG's											
Anticipated attendance - cap/gown pickup:	0	0.0% of all ITG's											
Headcount totals:	0	0.0% of all ITG's											
Undergraduate degrees awarded:	0	0.0% of all UGRD ITG's											

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: 2015-16 Academic Calendar

DATE: March 21, 2013

PROPOSED BOARD ACTION:

Approval of 2015-16 UCF academic calendar.

BACKGROUND INFORMATION:

The Board of Governors requires that the Board of Trustees approve the university's academic calendar. The attached 2015-16 calendar developed by the UCF Academic Calendar Committee has been approved by Provost Waldrop and will be submitted to the Board of Governors for final approval to ensure compliance with the guidelines for academic calendars established in Rule 6C-8.001.

Supporting documentation: 2015-16 Proposed Academic Calendar

Prepared by: Maribeth Ehasz, Vice President for Student Development and Enrollment Services
DeLaine Priest, Associate Vice President for Student Development and Enrollment Services

Submitted by: Tony Waldrop, Provost and Vice President for Academic Affairs

EVENT	Fall 2015	Spring 2016	SU A (6 wks) 2016	B (6 wks) 2016	C (12 wks) 2016	D (9 wks) 2016
Classes Begin	24-Aug	11-Jan	16-May	27-Jun	16-May	16-May
Withdraw Date	2-Nov	23-Mar	9-Jun	21-Jul	5-Jul	21-Jun
Last Day of Class	7-Dec	26-Apr	24-Jun	5-Aug	5-Aug	15-Jul
Study Day	8-Dec	27-Apr	-	-	-	-
Final Exams	12/9 - 12/15	4/28 - 5/4	-	-	-	-
Grades Due	18-Dec	9-May	29-Jun	10-Aug	10-Aug	20-Jul
Degree Conferal Date	18-Dec	5-May	6-Aug	6-Aug	6-Aug	6-Aug
Certifications	19-Dec	10-May	11-Aug	11-Aug	11-Aug	11-Aug
Commencement	12/18 and 12/19	5/5 - 5/7	6-Aug	6-Aug	6-Aug	6-Aug
Number of Class Days	79	78	29	29	58	58
Number of Final Exam Days	6	6	-	-	-	-
Total Number of Instructional Days	85	84	29	29	58	43
Grand Total Number of Instructional Days	227					
Total Instructional Days*	Fall 2015	Spring 2016	A (6 weeks)	B (6 weeks)	C (12 weeks)	D (9 weeks)
August 2015	6.5	-	-	-	-	-
September 2015	23	-	-	-	-	-
October 2015	24.5	-	-	-	-	-
November 2015	19.5	-	-	-	-	-
December '2015	11.5	-	-	-	-	-
January 2016	-	15.5	-	-	-	-
February 2016	-	23	-	-	-	-
March 2016	-	19.5	-	-	-	-
April 2016	-	23	-	-	-	-
May 2016	-	3	11	-	11	-
June 2016	-	-	18	4	22	22
July 2016	-	-	-	20	20	10
August 2015	-	-	-	5	5	11
Totals	85	84	29	29	58	43
Class Meeting Days**	Fall 2015	Spring 2016	A (6 weeks)	B (6 weeks)	C (12 weeks)	D (9 weeks)
M-W-F	44	42	17	17	34	25
M-T-W-R	58	57	23	23	46	34
M-T-W-R-F	72	71	29	29	58	43
M-W	29	28	11	11	22	16
T-R	29	29	11	12	23	17
M T	15	14	5	5	11	10
W	15	15	6	6	12	12
R	14	14	6	6	12	12
F	14	14	6	6	12	12
S#	14	14	6	6	12	12
	14 (7)	14 (7)	-	-	-	-

* Does include final exam days
 ** Does not include final exams

Holidays: Sep 7; Nov 11; Nov 26-28; Jan 18; Mar 7-12 (Spring Break); May 30; Jul 4

Saturday is counted as one-half an instructional day

October 11, 2012

Attachment A

Approved for Recommendation by ACC 10/11/12

ITEM: EP-3a-b

NEW DEGREE PROGRAM PROPOSAL

New Program Development Plan for 2011-12 through 2014-15

2011-12		2012-13		2013-14		2014-15	
March 2012		July 2012	March 2013	July 2013	March 2014	July 2014	March 2015
Hospitality Management RCHM (R)		Women's Studies CAH (B)	Criminal Justice COHPA (R)	Public Health I (M)	Biomedical Engineering CECS (M)		Biomedical Engineering CECS (R)
			Photonics	Cognitive Sciences and Cognitive Systems CAH (M)	Communication and Conflict		Public Health
			Optics (B)		COS (B)		I (R)
					Communication Sciences and Disorders COHPA (R)		Biomedical Engineering CECS (B)
					Arts Management CAH (M)		

CAH = College of Arts and Humanities
 CDM = College of Dental Medicine
 CECS = College of Engineering and Computer Science
 COE = College of Education
 COHPA = College of Health and Public Affairs
 COS = College of Sciences
 I = Interdisciplinary
 Optics = College of Optics and Photonics
 RCHM = Rosen College of Hospitality Management
 B = Bachelor's Degree Program
 M = Master's Degree Program
 P = Professional Doctoral Degree Program
 R = Research Doctoral Degree Program
 PSM = Professional Science Master's Degree Program

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Criminal Justice, Ph.D.

DATE: March 21, 2013

PROPOSED BOARD ACTION

Request to submit the Criminal Justice, Ph.D. program, to the Florida Board of Governors for approval.

BACKGROUND INFORMATION

This proposal seeks to establish a new doctoral degree program in criminal justice that will produce graduates with the advanced training and skills needed to achieve change and innovation in the practice of criminal justice in central Florida, Florida, and the nation. Graduates are expected to teach in Florida's universities and state and community colleges, and to work as analysts in a broad range of agencies and institutions. The research analyses that will be conducted by Ph.D.-level analysts will allow evidence-based improvements to the methodologies and strategies employed in the practice of criminal justice. The Ph.D. level faculty members will bring their insights to the growing number of criminal justice practitioners educated in Florida's community and state colleges and universities. The proposed degree program will require 57 credit hours post-master's degree and will be the only doctoral program in the State of Florida focused specifically on criminal justice.

The justice system in Florida is a \$13 billion investment that employs over 140,000 Floridians in nearly 500 agencies across the state. Florida spends 19 percent more for justice system activities per capita than the average state expenditure. Ph.D. analysts who have graduated from this program will help agencies direct their resources toward effective uses and strategies. Seven letters of support from central Florida agencies explicitly attest to the link between this proposed doctoral program and more efficient criminal justice methodologies and strategies.

This program will also foster a culture of research partnership with agencies in the Central Florida city-state supporting UCF's goal of being the premier partnership university. The program will focus on the application of criminal justice in urban settings, and the partnerships enabled by this doctoral program will allow synergistic benefits to emerge from this natural metropolitan laboratory, enhancing both the scholarship being conducted at the university and the improvements in practice that result from research analyses.

This proposal was evaluated and recommended by the department, college, and university graduate committees. The College of Graduate Studies recommends this proposal, and it has evaluated six of the eight program criteria as *met with strength* and two of the eight criteria as *met*. The proposed implementation date is Fall 2014.

Supporting documentation: Analysis Summary for New Degree Authorization

Prepared by: C. Ross Hinkle, Interim Vice Provost and Dean of the College of Graduate Studies

Submitted by: Tony Waldrop, Provost and Executive Vice President

Analysis Summary for New Degree Authorization Ph.D. in Criminal Justice

Criteria	Proposal Response to Criteria
<p>1. The goals of the program are aligned with the university's mission and relate to specific institutional strengths.</p>	<p>Met with strength. This proposal for a new doctoral degree program in criminal justice strongly aligns with the goals of UCF and the State University System (SUS).</p> <p>First, the criminal justice system, a \$13 billion enterprise in the state of Florida, requires a large, well-educated workforce. This proposed degree program will produce Ph.D. level analysts with the advanced training and skills needed to assist in augmenting the effectiveness of our criminal justice system, as well as to elevate the education and training of criminal justice practitioners by teaching in Florida's universities and state and community colleges.</p> <p>Second, the institution of this doctoral degree program in the College of Health and Public Affairs will support UCF's status as a top-tier research university, as well as the state goal of building world-class academic programs and research capacity. This program will solidify a culture of research and critical analysis in the department that will permeate all degree levels. The additional courses, strong research faculty, doctoral student activities, and expectation of scholarly research will elevate the level of the research track of the master's degree and provide a wider range of opportunities for undergraduates to engage in research studies.</p> <p>Third, this program will enhance current interactions with community agencies, fulfilling the partnership goals of UCF and the SUS. The common interests served in the analysis of the practice of criminal justice within the metropolitan "laboratory" of the greater metropolitan Orlando region is a significant strength of this proposal.</p> <p>Lastly, the specific elements of this program take advantage of the unique institutional circumstances to create a cluster of excellence that will broadly enhance graduate education at UCF. As attested to by the support letters from the departments in related fields, the establishment of a doctoral program in criminal justice will create the synergistic benefits of a strong intellectual community with students and faculty members in sociology, security studies (in the Department of Political Science), and the public affairs program within the College of Health and Public Affairs.</p>

	Criteria	Proposal Response to Criteria
2.	<p>If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.</p>	<p>Met with strength. The Graduate Council Program Review and Awards Committee found that the department has laid a solid groundwork for this proposal by first having addressed the major concerns of the recent external reviewers. The preparations for this degree program have been developed carefully over many years, establishing a strong research faculty. The hiring of a research director has significantly increased research proposals and funding. The department has also benefitted from the focus gained from reorganizing into two separate departments, the Department of Criminal Justice and the Department of Legal Studies.</p> <p>The most recent external reviewers recommended the strengthening of opportunities for student research. The hiring of research-active faculty members and a research director documents the commitment of the College of Health and Public Affairs to achieving the reviewer's recommendation, as does the dean's commitment of financial support for this program. This doctoral degree program represents the final element that will firmly establish the achievement of this recommendation.</p>
3.	<p>The proposal describes an appropriate and sequenced course of study. Admissions and graduation criteria are clearly specified and appropriate. The course of study and credit hours required may be satisfied within a reasonable time to degree. In cases in which accreditation is available for existing bachelor's or master's level programs, evidence is provided that the programs are accredited or a rationale is provided as to the lack of accreditation.</p>	<p>Met with strength. The proposed curriculum is a strength of this proposal. The curriculum for the three concentration areas will provide strong disciplinary training for the program's students, and it will provide additional opportunities to enhance the education of the master's level students, public affairs students, and students in other related disciplines.</p>
4.	<p>Evidence is provided that a critical mass of faculty members is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty members in later years, based on estimated enrollments. For doctoral programs, evidence is provided that the faculty members in aggregate have the necessary experience and research activity to sustain a doctoral program.</p>	<p>Met. Recent faculty hires have laid the groundwork for this doctoral program and enhanced a faculty that is highly productive in teaching, research, and service. The size of the program is well-matched to the mentorship and support needs for a high quality doctoral program, and there is sufficient depth of faculty expertise to cover the curriculum. External reviewers noted that without research-active students, faculty members are limited in the amount of research they can accomplish. The establishment of this criminal justice doctoral program will remove this barrier and promote the expansion of grant- and contract-sponsored research by criminal justice faculty members.</p>

Criteria	Proposal Response to Criteria
<p>5. Evidence is provided that the necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; appropriate fellowships, scholarships, and graduate assistantships; and appropriate clinical and internship sites are sufficient to initiate the program.</p>	<p>Met with strength. The proposed program is the correct size to match the resources available. Fully-funded, full-time students will create a culture of research engagement with faculty members.</p> <p>The UCF library analysis conducted for this proposed Ph.D. program reported that current holdings and subscriptions were adequate. The proposal budget includes \$4,000 in each of the first three years to strengthen the holdings in support of the program.</p>
<p>6. Evidence is provided that there is a need for more people to be educated in this program at this level. For all degree programs, if the program duplicates other degree programs in Florida, a convincing rationale for doing so is provided. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program and indicates steps to be taken to achieve a diverse student body.</p>	<p>Met with strength. The support letters attest to the general need reflected in the Central Florida region for the criminal justice system to gain efficiencies from Ph.D. level analysts assisting with data-driven decisions. Concomitantly, there is a need to train the thousands of practitioners to implement these newer methods and strategies. Graduates of this program will fulfill this unmet need and have the background to prepare the criminal justice workforce to implement effective data-driven and evidence-based practices.</p> <p>The proposal clearly explains the distinctiveness of this program within the state university system. The curriculum comparison demonstrates the uniqueness of this program, and the proposal provides a clear explanation of the distinction between criminal justice and criminology, and between the proposed program and the doctoral programs at UF, FSU, and USF. Several arguments were found to convincingly dispute the claim of substantial overlap from the dean of the FSU College of Criminology and Criminal Justice. First, there is significant local benefit for a top-tier doctoral program focused specifically on criminal justice in the Central Florida region. The synergism that will be gained with local agencies and related doctoral programs at UCF fulfills institutional responsibilities unique to UCF and the greater Orlando metropolitan area. Second, USF, the closest SUS institution with the most potential for overlap for local interest within central Florida, strongly supports this proposal. The distinctiveness of the proposed program is further confirmed by support letters from UF, as well as USF.</p>

Criteria	Proposal Response to Criteria
<p>7. The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, is comparable to the budgets of similar programs, and provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment.</p>	<p>Met. The budget for this degree program is appropriate. The program size is well-matched to the strong research focus, high quality of education offered, partnership impact, and job prospect potential. The mentorship, financial support, and research experiences that will give the graduates strong, practical experience in the field will make this an attractive program for applicants. The small size of the program, paired with an extensive curriculum, produces an elevated cost per student FTE, but the new courses will attract and benefit students in the criminal justice master's program and related programs.</p> <p>The recent hiring of high-caliber faculty members in preparation for the doctoral program serves to strengthen the prospect of maintaining external funds at the indicated levels of support. Furthermore, if the projected increase in research capability via faculty-mentored student efforts is successful, the program could modestly expand the projected student headcount with additional C&G funds for student support.</p> <p>Efforts of the graduate faculty members will be shifted from undergraduate to graduate teaching, as is typical of departments with strong research doctoral programs. Nevertheless, the educational enhancements that results from the strong faculty members that can be recruited to departments with doctoral programs, and the consequent higher level of teaching expectations at all levels will benefit undergraduate as well as graduate students. The program will also augment opportunities for undergraduate research as well as research experiences for master's students in the research track.</p>
<p>8. The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.</p>	<p>Met with strength. The faculty members have demonstrated a high level of productivity in teaching, research, and service.</p>

University of Central Florida
BOARD OF TRUSTEES

SUBJECT: Photonic Science and Engineering, B.S.

DATE: March 21, 2013

PROPOSED BOARD ACTION

Approval of a bachelor of science degree in photonic science and engineering.

BACKGROUND INFORMATION

This proposed bachelor of science in photonic science and engineering program addresses central aspects of the university's goals and matches these goals to productive degrees for students interested in a challenging STEM discipline. Students enrolled in this degree program will have the opportunity to work with community partners and be a part of emerging disciplines that will inform the backbone of future global technological advancement.

This proposed bachelor of science in a photonic science and engineering STEM program will be jointly offered by the College of Optics and Photonics and the College of Engineering and Computer Science. It is expected that this degree program will be accredited as an engineering degree by the Accreditation Board for Engineering and Technology. This degree program will prepare students for a wide variety of jobs in optics and photonics and also provide them with an opportunity to pursue advanced graduate work. Surveys indicate a growing demand for optical scientists and engineers.

Employment opportunities for graduates from this program are available in industries that manufacture optical components and devices and develop applications based on such technology. The state of Florida has more than 270 optics and photonics companies that produce approximately \$7.2 billion in annual sales and employ 27,000 people (5,700 of whom specialize in optics and photonics). Many of these companies have expressed support for this proposed degree program. This program assists UCF in its goal to offer the best undergraduate education available in Florida.

This degree program is comprised of 128 credit hours across disciplines, including the following major academic components: the general education program (36 credit hours), common program prerequisites (19 credit hours), basic core requirements in electrical engineering (14 credit hours), advanced core requirements (42 credit hours, including 17 in electrical engineering and 25 in photonics), and restricted electives. The capstone requirements are delivered in the form of senior design courses.

This proposal was evaluated and recommended the College of Optics and Photonics and the College of Engineering and Computer Science. The Office of Undergraduate Studies recommends this proposal, and it has evaluated eight of the nine program criteria as *met with strength* and one of the nine criteria as *met*. The proposed implementation date is Fall 2013.

Supporting documentation: Criteria for New Degree Authorization

Prepared by: Elliot Vittes, Interim Vice Provost and Dean of Undergraduate Studies

Submitted by: Tony Waldrop, Provost and Executive Vice President

Criteria for New Degree Authorization
Undergraduate Programs
Photonics Science and Engineering, B.S.

Criteria	Proposal Response to Criteria
1. The goals of the program are aligned with the university's mission and relate to specific institutional strengths.	Met with Strength. The goals of the program align well with the university's mission to offer high-quality undergraduate education, expand international partnerships, conduct research, and enhance partnerships. The institution's strengths relate to faculty resources, including center and institute faculty members, interdisciplinary collaboration, advancement of STEM excellence among students, and the creation of a unique undergraduate experience. Ongoing research and industry relationships suggest an extremely positive foundation on which to build an excellent degree program.
2. If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.	Met with Strength. Last year's program reviews for all the degree programs in the College of Engineering and Computer Science showed strength in the delivery of the electrical engineering undergraduate degree program. Program review recommendations included balancing teaching with research and access to larger class rooms (being addressed by the completion of the ROTC-Classroom II building) and utilizing CREOL faculty members to teach (being addressed through CREOL and optics faculty members). Since this is a program across colleges, it has distinct new properties that were not considered in the electrical engineering review. External evaluators for the 2012-13 program review supported the development of the degree program.
3. The proposal describes an appropriate and sequenced course of study, including expected student learning outcomes, an assessment plan to verify student learning, and, in the case of advanced technology and related disciplines, industry-driven competencies. Evidence is provided that, if appropriate, the university anticipates seeking accreditation for the proposed program.	Met with Strength. There is a strong foundation for the program of study, as the promise of employment or graduate education is excellent. This degree holds advanced technological implications that are being delivered at the graduate level already, and this program will make a unique offering for undergraduate students at UCF and statewide. The colleges anticipate that they will seek accreditation as an engineering degree with the Accreditation Board for Engineering and Technology.

Criteria	Proposal Response to Criteria
4. Evidence is provided that a critical mass of faculty is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty in later years, based on estimated enrollments.	Met with Strength. Nine existing faculty members are adequate to participate in the degree program, including four professors, two associate professors, and three assistant professors. Two additional faculty will be hired as needed. The faculty members who will participate in this program have significant national and international reputations. Their commitment to applying that knowledge to undergraduate education is commendable.
5. Evidence is provided that the necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; and appropriate clinical and internship sites are sufficient to initiate the program.	Met. According to an analysis by the UCF Library, "the current collection is sufficient to support the proposed program and no additional resources are required. All necessary future resources will be purchased from the regular library materials budget." The classroom and laboratory space for the program is sufficient. Additional lab equipment will be purchased. There are no current internship sites, but community partners have indicated a willingness to host interns.
6. Evidence is provided that there is a need for more people to be educated in this program at this level. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program and indicates steps to be taken to achieve a diverse student body.	Met with Strength. A strong industry demand for students with degrees in this field is expected to continue well into the future. There is little competition within Florida. The estimates for number of students are reasonable and well within the scope of the provided resources.
7. The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, which is comparable to the budgets of similar programs, and which provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment.	Met with Strength. The proposal clearly articulates the source of resources and will not have a negative impact on undergraduate education.
8. The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.	Met with Strength. The faculty members that will be associated with the program are successful teachers and researchers, and they are integrated within the local, national, and international optics communities.

	Criteria	Proposal Response to Criteria
9.	<p>Evidence is provided that community college articulation has been addressed and ensured. All prerequisites are listed with assurance that they are the same standardized prerequisites for similar degree programs within the SUS.</p> <p>The total number of credit hours does not exceed 120.</p>	<p>Met with Strength. The close association with DirectConnect partners and effective advising in the regional campuses ensure information flow about the program and sufficient preparation for the degree program. The intention to work with transfer students is a valuable component of the degree program. The standardized prerequisites are consistent with the existing prerequisites, as is the 128 credit-hours for the degree.</p>

**University of Central Florida
Board of Trustees**

SUBJECT: Rename the Natural Resource Pavilion to the Timothy R. Newman Pavilion

DATE: March 21, 2013

PROPOSED BOARD ACTION

Approval to rename the Natural Resource Pavilion in the UCF Arboretum to the Timothy R. Newman Pavilion.

BACKGROUND INFORMATION

The Natural Resource Pavilion serves the UCF Community by providing an outdoor facility for field classes and workshops; a recreational area for students, staff, and visitors; and a launching point for interaction with UCF's natural lands. The pavilion was donated to UCF by C.O.D Trees because of the connections that Timothy Newman had established and facilitated over the years in his positions in the office of Facilities and Safety. Tim came to UCF in 1998 as a senior groundskeeper, and by 2007 his distinguished service brought him to position of Campus Landscape Superintendent. He was UCF USPS Employee of the Year in 2008. Tim was a highly-valued, selfless employee who combined great practical knowledge of horticulture and landscape maintenance with a creative, imaginative sense of landscape aesthetics. He was well known and respected by the campus community and many local contractors and vendors who contracted with the university. He was an outstanding steward of physical and human resources, saving the university hundreds of thousands of dollars during years of budget tightening. Tim brought boundless energy, a tireless work ethic, and strong vision that helped facilitate UCF's transition into a large metropolitan university that is noted for its beautiful landscape. He also helped facilitate the reorganization of the former Grounds Department into the Department of Landscape and Natural Resources, providing strong support to the Arboretum and Natural Lands Program. Renaming the Natural Resource Pavilion after him is a fitting tribute to his lasting legacy to our campus and community.

Supporting documentation: None

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

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

**University of Central Florida
Board of Trustees**

SUBJECT: Revisions to UCF-6.008 Vehicle Registration Fees and Parking Violation Fines

DATE: March 21, 2013

PROPOSED BOARD ACTION

Approve the attached amendments to existing university regulation UCF-6.008 Vehicle Registration Fees and Parking Violation Fines.

BACKGROUND INFORMATION

The procedure adopted by the Florida Board of Governors requires that all regulation revisions relating to tuition or fees be approved by the UCF Board of Trustees and then by the Florida Board of Governors. The board is being requested to approve revisions to UCF-6.008 to be effective at the start of the Fall 2013 semester.

Supporting documentation: Regulation UCF-6.008

Prepared by: Youndy Cook, Associate General Counsel

Submitted by: William F. Merck II, Vice President for Administration
and Finance and Chief Financial Officer
Youndy Cook, Associate General Counsel

UCF-6.008 Vehicle Registration Fees; Parking Violation Fines.

(1) Vehicle Registration Fees for the ~~2012-13~~2013-14 academic year. All fees, as posted, do not include applicable State Sales Taxes. Vehicle permit fees are subject to change at the beginning of each academic year. There is no refund for a parking permit once it is issued.

(a) Decal fees for the ~~2012-13~~2013-14 academic years are:

Classification	Annual	1 Semester
B	\$303.60	\$152.29
BM	\$303.60	
C	\$181.01	\$ 90.98
CM	\$181.01	
D	\$90.03	\$ 45.01
DM	\$90.03	
G	No charge	No charge
EP	\$135.04	
AV	\$135.04	\$67.52
AL	\$135.04	\$67.52
LC	\$135.04	\$67.52
KP	\$135.04	\$67.52
MC	\$46.93	\$23.94
R	\$135.04	\$67.52
WP	\$135.04	

(b) Hangtag fees for the ~~2012-13~~2013-14 year are:

Classification	Annual	1 Semester
A	\$1029.58	\$514.79
B	\$455.40	\$228.43

BM	\$455.40	
C	\$271.51	\$136.48
CM	\$271.51	
D	\$135.04	\$67.52
AV	\$202.56	\$101.28
AL	\$202.56	\$101.28
LC	\$202.56	\$101.28
EP	\$202.56	\$101.28
WP	\$202.56	\$101.28
<u>KP</u>	<u>\$202.56</u>	<u>\$101.28</u>
<u>R</u>	<u>\$202.56</u>	<u>\$101.28</u>

V \$47.89 monthly or \$478.87 annually from date of purchase

(c) Additional Parking Fees:

1. Daily Visitor: \$5.00 per day.
 - a. Daily Visitor permits after 5:30 p.m.: \$3.00
 - b. Daily Visitor permits are valid from the time of purchase until 11:59 p.m. the same day.
2. Temporary, No Charge (available to current permit holders only).
3. Metered parking: \$1.00 per hour.
4. Pay-by-space (Visitors Lot Only): \$1.00 per hour for a 2-hour maximum.
5. Replacement permits are issued for \$14.08 plus tax for an annual permit and \$7.04 plus tax for a semester permit. Proof of sale of the vehicle or return of the original permit is required. ~~Permits that are reported as stolen are issued for \$18.78 plus tax once a police report is completed. See section 16 (a) of 6.007 Traffic/Parking Regulations and Enforcement~~

- (d) Special Provisions. All on-campus residents must pay a premium of 50% above the regular price of a decal. Parking Lots H-5 through H-9 are designated for Lake Claire residents only.

(2) Schedule of Parking Violation Fines ~~2012-13~~2013-14 academic year.

- | (a) Violation | Fine |
|---|----------|
| Unregistered or No Valid Permit | \$30.00 |
| Improper Display of Permit | \$20.00 |
| Unauthorized or Fraudulent Use of Permit | \$100.00 |
| Expired License Plate | \$40.00 |
| Parking in a Disabled Space Without Proper Permit | \$250.00 |
| Blocking a Disabled Ramp | \$250.00 |
| Unauthorized Parking in a 24-Hour Reserved Space | \$50.00 |
| Blocking Traffic or a Roadway | \$30.00 |
| Parking in a Service Vehicle Space Without Proper Permit | \$35.00 |
| Parked Out of Assigned Area | \$25.00 |
| Expired Meter or Overtime in a Pay-by-Space Parking Space | \$20.00 |
| Parking in an Undesignated Area | \$30.00 |
| Any Other Parking Violation Not Herein Specified | \$20.00 |
- (b) All parking violation fines are due within 10 working days. Fines not paid within ten (10) working days, will accumulate a \$10.00 late fee.
- (c) Administrative Fees: A fee may be applied in lieu of the original citation fee(s) when the appellant is found to have committed the violation but the Appeals Committee deems it reasonable to waive a portion of the fee.
1. Immobilization (Boot) Fee: \$50.00
 2. Impoundment Fee (for bicycles): \$20.00
 3. Failure to display a valid parking permit: \$10.00 each occurrence

4. Failure to display a valid license plate: \$10.00 each occurrence

Authority: BOG Regulations 1.001 and 7.003. History—New 7-1-09, Amended 8-12-10, 7-7-11, 6-29-12, _____-13.

**University of Central Florida
Board of Trustees**

SUBJECT: Revision to UCF-6.009 Transportation Access Fee

DATE: March 21, 2013

PROPOSED BOARD ACTION

Approve the attached amendment to existing university regulation UCF-6.009, Transportation Access Fee.

BACKGROUND INFORMATION

The procedure adopted by the Florida Board of Governors requires that all regulation revisions relating to tuition or fees be approved by the UCF Board of Trustees and then by the Florida Board of Governors. The board is requested to approve the revisions to regulation UCF-6.009 to be effective at the start of Fall 2013 semester.

Supporting documentation: Regulation UCF-6.009

Prepared by: Youndy Cook, Associate General Counsel

Submitted by: William F. Merck II, Vice President for Administration
and Finance and Chief Financial Officer
Youndy Cook, Associate General Counsel

UCF-6.009 Transportation Access Fee

Based on recommendations from the University Parking and Transportation Advisory Committee to support the university transportation infrastructure and to increase student access to transportation services at the University of Central Florida, the University shall assess a transportation fee. The University Parking and Transportation Advisory Committee may recommend that fees or fee increases be assessed upon all courses and fundable credit hours taken by individuals at the University. Beginning the fall term ~~2012~~ 2013, the fee shall be \$9.10 per credit hour.

Authority: BOG Regulations 1.001 and 7.003. History—New 8-14-02, Amended 8-14-05, 6-27-06, 6-25-07, 7-31-08, Formerly 6C7-6.0072, Amended 7-1-09, 9-30-10.

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Lockwood Communities, Inc.

DATE: March 21, 2013

PROPOSED BOARD ACTION

Certify UCF Lockwood Communities, Inc., as a direct support organization of the University of Central Florida.

BACKGROUND INFORMATION

A direct support organization is a not-for-profit corporation established pursuant to Florida statute 1004.28, and organized and operated exclusively to receive, hold, invest, and administer property and to make expenditures to or for the benefit of a state university, and which the state university board of trustees has certified to be operating in a manner consistent with the goals of the university and in the best interests of the state.

UCF Lockwood Communities, Inc. is being formed to own and operate student housing being constructed across from the north entrance to UCF. The housing will be managed by UCF's Division of Housing and one-half of the net profits from the operations of the housing will be paid to the UCF Foundation as ground rent. This corporation is being established as a direct support organization in order to obtain an exemption from federal income tax and county property tax, which will allow it to provide a positive return to the Foundation.

Supporting documentation: Articles of Incorporation (Attachment A)
Bylaws (Attachment B)

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

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

**ARTICLES OF INCORPORATION
OF
UCF LOCKWOOD COMMUNITIES, INC.
(A CORPORATION NOT FOR PROFIT)**

The undersigned, acting as incorporator of UCF Lockwood Communities, Inc., under the Florida Not For Profit Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I. NAME

The name of the Corporation is: UCF Lockwood Communities, Inc. (hereinafter, the "Corporation").

ARTICLE II. PRINCIPAL OFFICE

The initial principal place of business and mailing address of the Corporation shall be 4000 Central Florida Blvd., Room 360, Millican Hall, Orlando, FL 32816.

ARTICLE III. PURPOSES AND POWERS

A. The Corporation is organized as a Corporation Not for Profit pursuant to, and shall possess all of the powers enumerated in, Chapter 617, and Section 1904.28, Florida Statutes. The Corporation is organized, and at all times thereafter to be operated, exclusively for the following exclusively charitable, educational, literary, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law (the "Code"): to benefit, to perform the functions of, or to carry out the purposes of the University of Central Florida ("UCF"), a State of Florida college described in sections 170(b)(1)(A)(ii), 509(a)(1) and 511(a)(2)(B) of the Code, and entities affiliated with or supporting UCF or providing programs or services for UCF's students that are described in sections 501(c)(3) and 509(a)(1) or (2) of the Code, by receiving, holding, investing, and administering property and making expenditures to or for the benefit of such organizations. It is intended that the Corporation will qualify as a "supporting organization" within the meaning of section 509(a)(3) of the Code and the Treasury Regulations promulgated thereunder. The Corporation shall have perpetual duration.

B. The Corporation may hold any property, or any undivided interest therein, without limitation as to amount or value, may dispose of any such property and invest, reinvest or deal with the principal or the income in such manner as, in the judgment of the Corporation's board of directors, will best promote the purposes of the Corporation without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, these Articles of Incorporation, the Bylaws of the Corporation or any applicable laws or rules.

C. The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the net earnings of the Corporation shall inure to the benefit of any member, director or officer of the Corporation or any other private individual (except that reasonable

compensation may be paid for services rendered to the Corporation and reasonable amounts expended by reason of the Corporation's effecting one or more of the purposes), and no member, director or officer of the Corporation or any other private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. The Corporation shall not have capital stock or shareholders. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall never directly or indirectly participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

D. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall carry on only activities permitted to be carried on by (i) an organization exempt under Section 501(c)(3) of the Code and pertinent Treasury Regulations as they now exist or as they may be amended or (ii) any organization, contributions to which are deductible under Section 170(c)(2) of the Code and pertinent Treasury Regulations as they now exist or as they may be amended.

E. The Corporation shall have the power and authority to accept gifts and contributions, whether made by will or otherwise, in any form of property and subject to any conditions consistent with the Corporation's status as an organization described in section 501(c)(3) of the Code, so long as the testator or donor has not specified any purpose for any such gift or contribution that is inconsistent with the objectives and purposes of the Corporation. The Corporation shall not accept gifts or contributions from any person (other than a public charity described in section 509(a)(1), (2) or (4) of the Code) who directly or indirectly controls the governing body of a supported organization of the Corporation (alone, or together with family members or a 35% controlled entity).

ARTICLE IV. NO MEMBERS

The Corporation shall not have members.

ARTICLE V. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 4000 Central Florida Blvd., Room 360, Millican Hall, Orlando, FL 32816 and the name of the Corporation's initial registered agent at the address is W. Scott Cole.

ARTICLE VI. BOARD OF DIRECTORS

A. The Corporation shall be managed, its properties controlled and its affairs governed under the direction of its board of directors. The exact number, terms and manner of election of the Directors shall be as provided in the Bylaws.

B. No director shall have any personal liability to the Corporation for monetary damages for breach of duty of care or other duty as a director, by reason of any act or omission occurring on or subsequent to the date when this provision becomes effective, provided that this

provision shall eliminate or limit the liability of a director only to the extent permitted from time to time by the Florida Not For Profit Corporation Act or any successor law or laws.

ARTICLE VII. NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is:

Name

Address

W. Scott Cole

4000 Central Florida Blvd.
Room 360, Millican Hall
Orlando, FL 32816

ARTICLE VIII. DISSOLUTION

Upon the dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation remaining after the payments of the Corporation's lawful debts shall be distributed to the University of Central Florida Foundation, Inc., if then qualified under the provisions of Section 501(c)(3) of the Code and pertinent Treasury regulations as they now exist or as they may be amended, or if not, to: (i) a federal, state or local governmental body or agency for exclusively public purposes, or (ii) another organization organized and operating for the same or similar purposes for which the Corporation is organized and operating, or to one or more corporations, funds or foundations organized and operating exclusively for charitable purposes, which shall be selected by the President of the University of Central Florida, provided that any such recipient organization or organizations must at that time either be described in section 170(c)(1) of the Code or qualify for exemption from taxation under the provisions of section 501(c)(3) of the Code and be described in section 170(c)(2) of the Code.

ARTICLE IX. AMENDMENT

The Articles of Incorporation of the Corporation may be amended by the affirmative vote of a majority of the Directors of the Corporation then in office. No amendment may be made that would cause the Corporation no longer to be qualified as an exempt organization described in section 501(c)(3) of the Code.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation the 18th day of January, 2013.


W. Scott Cole

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617, Florida Statutes, UCF Lockwood Communities, Inc., organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent in the State of Florida.

1. The name of the Corporation is UCF Lockwood Communities, Inc.
2. The name and address of the registered agent and office are W. Scott Cole, 4000 Central Florida Blvd., Room 360, Millican Hall, Orlando, FL 32816.

REGISTERED AGENT'S ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, W. Scott Cole hereby accepts the appointment as registered agent and agrees to act in this capacity. W. Scott Cole, further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties, and is familiar with accepts the obligations of his position as registered agent.



W. Scott Cole

Date: 1/18/13

**BYLAWS
OF
UCF LOCKWOOD COMMUNITIES, INC.**

**ARTICLE I
CORPORATE AFFAIRS**

Section 1. Purposes. The Corporation is organized as a Corporation Not for Profit pursuant to, and shall possess all of the powers enumerated in, Chapter 617, and Section 1004.28, Florida Statutes. The Corporation is organized, and at all times thereafter shall be operated, exclusively for the following exclusively charitable, educational, literary, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law (the "Code"): to benefit, to perform the functions of, or to carry out the purposes of the University of Central Florida ("UCF"), a State of Florida college described in sections 170(b)(1)(A)(ii), 509(a)(1) and 511(a)(2)(B) of the Code, and entities affiliated with or supporting UCF or providing programs or services for UCF's students that are described in sections 501(c)(3) and 509(a)(1) or (2) of the Code, by receiving, holding, investing, and administering property and making expenditures to or for the benefit of such organizations. It is intended that the Corporation will qualify as a "supporting organization" within the meaning of section 509(a)(3) of the Code and the Treasury Regulations promulgated thereunder.

Section 2. Location. The office of the Corporation shall be located in Orange County Florida.

Section 3. Registered Office & Agent. The Corporation shall maintain a registered office as required by statute, at which it shall maintain a registered agent. The registered office may, but need not, be identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
MEMBERSHIP**

The Corporation shall not have any members.

**ARTICLE III
DIRECTORS**

Section 1. Powers of Board. The Board of Directors shall have all powers of a not for profit corporation under Chapters 617 and 1004 of the Florida Statutes. The powers of this Corporation shall be exercised, its properties and earnings controlled and its affairs conducted by its Board, which may, however, delegate the performance of any duties or the exercise of any powers to such officers and agents as the Board may from time to time, by resolution, designate. The Board shall also insure that all regulations of the Florida Board of Governors relating to Direct Support Organizations are followed.

Section 2. Number, Term, Appointment. The Board shall be composed of no fewer than three (3) and no more than nine (9) directors as follows:

A. The President of UCF, or designee, and such members of the administration, faculty or student body of UCF, as the President of UCF may appoint and for such terms as the President of UCF shall designate.

B. The Chairman of the UCF Board of Trustees or designee.

Section 3. Resignation and Removal. Any director may resign at any time by giving written notice of such resignation to the Board. Any director may be removed with or without cause by the person who appointed such director to the Board, or his or her designee.

Section 4. Vacancies. Vacancies occurring in the Board for any reason shall be filled by the person who is entitled to appoint such director to the Board, or his or her designee. A director appointed to fill a newly created directorship or a vacancy shall serve until his or her successor is appointed and qualifies, or until his or her earlier resignation or removal.

Section 5. Compensation. Directors shall not receive any salary for their services, but, by resolution of the Board, reimbursement of expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board.

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Location. Meetings of the Board, regular, special or annual, may be held at any location designated by the President.

Section 2. Notice. Regular meetings of the Board may be called by the President or the Vice President, if any, with or without notice. Special meetings of the Board may be called by the President or the Vice President, if any, on two (2) days' notice to each director.

Section 3. Annual Meetings. An annual meeting of the Board shall be held within five months after the end of each fiscal year of the Corporation, on the date and at the time and place fixed by the Board, for the purpose of electing officers and transacting any other business to come before the meeting. Notice of the annual meeting shall be given by the President or the Secretary to each member of the Board at least ten (10) days prior to the meeting.

Section 4. Waiver of Notice. Notice of any regular, special or annual meeting need not be given to any director who submits a signed waiver of notice either before or after the meeting, or who attends such meeting without protesting prior thereto at its commencement the lack of notice to him or her. Neither the business to be transacted at, nor the purpose of, any regular, special or annual meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 5. Quorum; Voting. At any meeting of the Board, (i) a majority of the directors then in office shall constitute a quorum for the transaction of business, and (ii) the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. A director shall be deemed present at any meeting of the Board for purposes of determining whether a quorum is present and for purposes of casting his or her vote if he or she has executed in writing a proxy and submitted such proxy to the President or Secretary. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting at which the adjournment is taken of the time and place to which the meeting is adjourned, until a quorum shall be present.

Section 6. Participation by Telephone. Members of the Board or any committee thereof may participate in any meeting of the Board or any committee thereof by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at such meeting.

ARTICLE V COMMITTEE

The Board, by resolution adopted by a majority of the entire Board, may establish committees as the Board determines necessary, and the committee heads for such committees shall be appointed by the Chairman of the Board. If an Executive Committee is established, the President of the UCF or designee, and the designee of the Chairman of UCF, shall serve on such committee.

ARTICLE VI NOTICES

Whenever, under the provisions of these Bylaws, notice is required to be given to any director, it shall not be construed to be limited to personal notice, but such notice may be given in writing, by first-class mail, addressed to such director, at the address designated by him or her for such purposes, or if none is designated, at his or her last known address, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the mail. Notice may also be given by telephone, or by e-mail, facsimile, other form of electronic transmission, and shall be deemed given when the e-mail, facsimile, or other form of electronic transmission is sent, addressed to the Director at his or her electronic address.

ARTICLE VII OFFICERS

Section 1. Principal Officers. The officers of the Corporation shall be chosen by the Board and shall be a President, a Secretary, and a Treasurer. Any two offices may be held by the same person, except the offices of President and Secretary or President and Treasurer.

Section 2. Other Officers and Agents. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 3. Terms; Resignation and Removal; Vacancies. The officers of the Corporation shall hold office until their successors are appointed and qualify. Any officer appointed by the Board may resign at any time or may be removed at any time by the affirmative vote of a majority of the entire Board. Any vacancy occurring in any office of the Corporation shall be filled by the Board.

Section 4. President. The President shall be the chief executive officer of the Corporation, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board are carried into effect.

Section 5. Vice President. The Vice President, if any, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

Section 6. Secretary/Assistant Secretary. The Secretary shall attend all meetings of the Board, shall record all the proceedings of the meetings of the Board in a book to be kept for that purpose and shall perform such other duties as may be prescribed by the Board or President, under whose supervision he or she shall be. The Secretary shall have authority to sign any instrument on behalf of the Corporation. The Board may give general authority to any other officer to sign any instrument on behalf of the Corporation. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary so requests.

Section 7. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board.

Section 8. Disbursement of Funds. The Treasurer shall disburse the funds of the Corporation as may be ordered by the President or the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board, when the President or Board so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

Section 9. Compensation. The officers of the Corporation shall not be entitled to compensation for their services but shall be entitled to the reimbursement of reasonable expenses, if any, incurred by them as officers, if approved by the Board of Directors. Nothing herein shall be construed to preclude an officer from serving the Corporation in any other capacity and receiving compensation for such other services. Notwithstanding the foregoing provisions, no "substantial contributor" or related person shall be entitled to compensation or reimbursement of expenses to the extent provided by section 4958(c)(3) of the Code.

ARTICLE VIII INDEMNIFICATION

Section 1. Generally. The Corporation shall indemnify any Director or officer of the Corporation and may, at the discretion of the Board of Directors, indemnify any employee, agent, or advisor of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than action by or in the right of the Corporation in which he or she was adjudged liable to the Corporation) by reason of the fact that he or she is or was a Director, officer, employee, agent or advisor of the Corporation, against any expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; provided, that this provision shall provide for indemnification only pursuant to the procedures provided and to the extent permitted from time to time by the Florida Not For Profit Corporation Act or any successor law or laws.

Section 2. Rights Not Exclusive. The rights accruing to any person under the foregoing provisions of this Article shall not exclude any other right to which he or she may be lawfully entitled, nor shall anything herein contained restrict the right of the Corporation to indemnify or reimburse such person in any proper case even though not specifically herein provided for. The Corporation, its Directors, officers, employees, agents and advisors shall be fully protected in taking any action or making any payment under this Article or in refusing to do so in reliance upon the advice of counsel to the Corporation.

Section 3. Insurance. The Corporation shall be authorized to obtain and maintain insurance on behalf of its Directors, officers, employees, agents and advisors against liability asserted against or incurred by them in such capacity or arising from their status as a Director, officer, employee, agent, or advisor whether or not the Corporation would have power to indemnify such Director, officer, employee or agent against the same liability under the Florida Not For Profit Corporation Act or any successor law or laws.

ARTICLE IX GENERAL PROVISIONS

Section 1. Books and Records. The Corporation shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of the Board of Directors and of committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving names, addresses and telephone numbers of the Board of Directors. The books of the Corporation may be kept at such place or places as the Board may from time to time determine.

Section 2. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be as fixed by resolution of the Board.

Section 4. Acceptance of Gifts. The Board may from time to time, on behalf of the Corporation, accept gifts of money or securities upon such terms as they shall approve, and may hold such cash or securities in the name of the Corporation or of such nominee or nominees as the Board may appoint, and may collect and receive the income thereof and devote the principal or income of such gifts to such benevolent or charitable purposes within the scope of the activities of the Corporation as the Board may determine. The Board may enter into an agreement with any donor to continue to devote the income or principal of his or her gift to such particular purpose as the donor may designate, provided that such purpose is duly approved or ratified by the Board; and after such agreement, the principal or income of that particular gift shall be devoted in accordance with such agreement for the time specified therein.

Section 5. Successors. For purposes of these Bylaws, each of the University of Central Florida, UCF Finance Corporation, University of Central Florida Foundation Inc., and The Central Florida Hillel, Inc. shall be deemed to include its successors by merger, consolidation or otherwise.

ARTICLE X AMENDMENTS

These Bylaws may be adopted, amended or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the entire Board at any regular, special or annual meeting of the Board.

These Bylaws were adopted at the First Organizational Meeting of the Board of Directors held on February ____, 2013

Robert Holmes, Secretary

**University of Central Florida
Board of Trustees**

SUBJECT: 2013-14 Medical Student Tuition and Fees

DATE: March 21, 2013

PROPOSED BOARD ACTION

Recommend approval of proposed 2013-14 tuition, fees, and out-of-state fees for the College of Medicine Medical Education Program.

	2012-13			2013-14		
	Fee per Credit Hour ¹	Resident	Non-Resident	Fee per Credit Hour ¹	Resident	Non-Resident
Tuition	\$572.89	\$22,915.60	\$22,915.60	\$590.07	\$23,602.80	\$23,602.80
Fees:						
Capital Improvement Trust Fund Fee ²	\$4.76	\$190.40	\$190.40	\$8.76	\$350.40	\$350.40
Financial Aid Fee	\$28.64	\$1,145.60	\$1,145.60	\$29.50	\$1,180.00	\$1,180.00
Activity and Service Fee	\$10.79	\$431.60	\$431.60	\$10.79	\$431.60	\$431.60
Athletic Fee	\$13.44	\$537.60	\$537.60	\$13.44	\$537.60	\$537.60
Health Fee ³	\$10.30	\$412.00	\$412.00	\$10.89	\$435.60	\$435.60
Transportation Fee	\$9.10	\$364.00	\$364.00	\$9.10	\$364.00	\$364.00
Technology Fee ⁴	\$5.16	\$206.40	\$206.40	\$5.16	\$206.40	\$206.40
Equipment Fee ⁵		\$601.00	\$601.00		\$601.00	\$601.00
Non-resident Fees:						
Out-of-state Fee	\$667.04	\$0.00	\$26,681.60	\$687.05	\$0.00	\$27,482.00
Financial Aid Fee	\$33.35	\$0.00	\$1,334.00	\$34.35	\$0.00	\$1,374.00
Total Tuition and Fees		\$26,804.20	\$54,819.80		\$27,709.40	\$56,565.40

Notes:

¹ Fees are based on 40 credit hours per academic year.

² Capital Improvement Trust Fund Fee will be adjusted to reflect any legislative changes.

³ The Health Fee will be adjusted to reflect any Board of Trustee or legislative changes.

⁴ This fee reflects the per-credit-hour fee charged to undergraduate students. The technology fee may be adjusted once undergraduate tuition is determined.

⁵ The equipment fee provides a laptop, mobile device, and minor classroom equipment to each student based on requirements of the M.D. Program Curriculum. The fee also includes dedicated access to and use of multi-function printers for all students.

BACKGROUND INFORMATION

Florida Statute 1009.24 delegates authority to the Florida Board of Governors, or the board's designee, to establish tuition for graduate professional programs and out-of-state fees for all programs. Florida Board of Governors regulation 7.001 delegates authority to each university board of trustees to set tuition and out-of-state fees for graduate and professional programs.

This recommendation was developed after reviewing comparative information from other Florida public medical schools. The fees charged to medical students are based on approved university fees using 40 credit hours per year. This policy is consistent with other established Florida medical schools. Out-of-state fees were based on comparative data from Florida medical schools.

Supporting documentation:

Text of Florida Statute 1009.24 (Attachment A)

Text of Florida Board of Governors regulation 7.001 (Attachment B)

Tuition and fees comparative analysis of Florida medical schools (Attachment C)

Tuition and fees comparative analysis of national public and private medical schools (Attachment D)

Prepared by: Deborah C. German, Vice President for Medical Affairs and Dean of the College of Medicine
Scott Sumner, Associate Dean of the College of Medicine
Steve Omli, Finance Director of the College of Medicine

Submitted by: Tony G. Waldrop, Provost and Executive Vice President
William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer

Select Year: 2008

Go

(Attachment A)

The 2008 Florida Statutes

[Title XLVIII](#)
K-20 EDUCATION
CODE

[Chapter 1009](#)
EDUCATIONAL SCHOLARSHIPS, FEES, AND
FINANCIAL ASSISTANCE

[View Entire
Chapter](#)

1009.24 State university student fees.--

- (1) This section applies to students enrolled in college credit programs at state universities.
- (2) All students shall be charged fees except students who are exempt from fees or students whose fees are waived.
- (3) All moneys from tuition and fees shall be deposited pursuant to s. [1011.42](#).
- (4)(a) Effective January 1, 2008, the resident undergraduate tuition for lower-level and upper-level coursework shall be \$77.39 per credit hour.
- (b) Beginning with the 2008-2009 fiscal year and each year thereafter, the resident undergraduate tuition per credit hour shall increase at the beginning of each fall semester at a rate equal to inflation, unless otherwise provided in the General Appropriations Act. The Office of Economic and Demographic Research shall report the rate of inflation to the President of the Senate, the Speaker of the House of Representatives, the Governor, and the Board of Governors each year prior to March 1. For purposes of this paragraph, the rate of inflation shall be defined as the rate of the 12-month percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, or successor reports as reported by the United States Department of Labor, Bureau of Labor Statistics, or its successor for December of the previous year. In the event the percentage change is negative, the resident undergraduate tuition shall remain at the same level as the prior fiscal year.
- (c) The Board of Governors, or the board's designee, may establish tuition for graduate and professional programs, and out-of-state fees for all programs. The sum of tuition and out-of-state fees assessed to nonresident students must be sufficient to offset the full instructional cost of serving such students. However, adjustments to out-of-state fees or tuition for graduate programs pursuant to this section may not exceed 10 percent in any year, and adjustments to out-of-state fees or tuition for professional programs may not exceed 15 percent in any year.
- (d) The sum of the activity and service, health, and athletic fees a student is required to pay to register for a course shall not exceed 40 percent of the tuition established in law or in the General Appropriations Act. No university shall be required to lower any fee in effect on the effective date of this act in order to comply with this subsection. Within the 40 percent cap, universities may not increase the aggregate sum of activity and service, health, and athletic fees more than 5 percent per year unless specifically authorized in law or in the General Appropriations Act. A university may increase its athletic fee to defray the costs associated with changing National Collegiate Athletic Association divisions. Any such increase in the athletic fee may exceed both the 40 percent cap and the 5 percent cap imposed by this subsection. Any such increase must be approved by the athletic fee committee in the process outlined in subsection (12) and cannot exceed \$2 per credit hour. Notwithstanding the provisions of ss. [1009.534](#), [1009.535](#), and [1009.536](#), that portion of any increase in an athletic fee pursuant to this subsection that causes the sum of the activity and service, health, and athletic fees to exceed the 40 percent cap or the annual increase in such fees to exceed the 5 percent cap shall not be included in calculating the amount a student receives for a Florida Academic Scholars award, a Florida Medallion Scholars award, or a Florida Gold Seal Vocational Scholars award.
- (e) This subsection does not prohibit a university from increasing or assessing optional fees related to specific activities if payment of such fees is not required as a part of registration for courses.
- (5) A university that has a service area that borders another state may implement a plan for a differential out-of-state fee.

7.001 Tuition and Associated Fees

- (1) All students shall pay tuition and associated fees as authorized by the Board of Governors or its designee.
- (2) Tuition shall be defined as the basic fee assessed to students for enrollment in credit courses at any of the state universities. Non-resident tuition shall be defined as the basic fee and out-of-state fee assessed to non-resident students for enrollment in credit courses at any of the state universities. The out-of-state fee is the additional fee charged to a non-resident student. The non-resident tuition must be sufficient to offset the full instructional cost of serving the non-resident student. Calculations of the full cost of instruction shall be based on the university average of the prior year's cost of programs using the expenditure analysis.
- (3) Effective with the Fall 2008 term, undergraduate tuition shall be \$82.03 per credit hour.
- (4) Each university board of trustees may set tuition for graduate and professional programs.
- (5) Each university board of trustees may set out-of-state fees for undergraduate, graduate and professional programs.
- (6) Associated fees shall include the following fees and other fees as authorized by the Board of Governors:
 - (a) Student Financial Aid Fee;
 - (b) Capital Improvement Fee;
 - (c) Building Fee;
 - (d) Health Fee;
 - (e) Athletic Fee;
 - (f) Activity and Service Fee;
 - (g). Non-Resident Student Financial Aid Fee, if applicable.
- (7) Students shall pay tuition and associated fees or make other appropriate arrangements for the payment of tuition and associated fees (installment payment, deferment, or third party billing) by the deadline established by the university for the courses in which the student is enrolled, which shall be no later than the end of the second week of class.
- (8) Registration shall be defined as the formal selection of one or more credit courses approved and scheduled by the university and, tuition payment, partial or otherwise, or other appropriate arrangements for tuition payment (installment

2012-13 AAMC Tuition and Fee Data
Florida Medical School Benchmarks

(ATTACHMENT C)

SCHOOL NAME	2013 Resident Tuition	Non-Resident Tuition	Resident Fee	Non-Resident Fee	Resident Tuition and Fees	Non-Resident Tuition and Fees
Central Florida	22,915	22,915	3,889	31,904	26,804	54,819
FIU-Wertheim	31,938	61,938	5,621	7,121	37,559	69,059
Florida	31,790	45,000	3,697	3,697	35,487	48,697
Florida Atlantic-Schmidt	25,725	57,225	2,830	4,078	28,555	61,303
Florida State	19,943	52,849	3,521	5,166	23,464	58,015
USF-Morsani	29,175	49,355	4,533	5,542	33,708	54,897

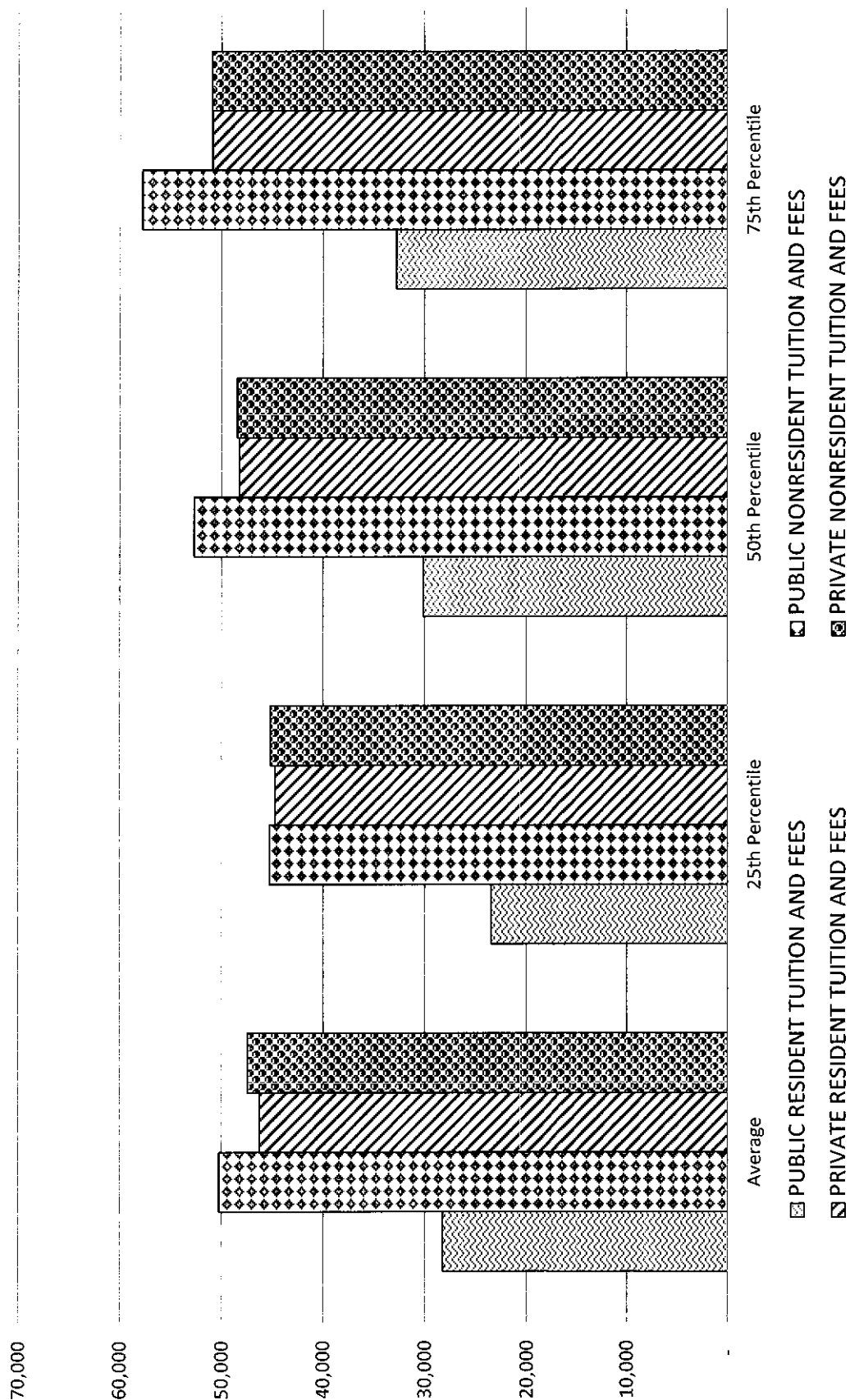
2012 Resident Tuition	Tuition % Increase over 2012
21,218	8.00%
27,772	15.00%
30,276	5.00%
24,500	5.00%
18,466	8.00%
27,014	8.00%

Public School Percentiles					
25 th Percentile	20,700	43,379	1,100	1,097	23,464
50 th Percentile	28,719	49,821	1,912	1,859	30,130
75 th Percentile	31,134	56,030	2,596	2,652	32,730
Average	26,300	48,330	2,385	3,384	28,254
Private School Percentiles					
25 th Percentile	42,083	43,500	688	690	44,696
50 th Percentile	46,734	47,150	1,225	1,266	48,236
75 th Percentile	48,933	49,875	2,585	2,641	50,901
Average	44,060	45,605	1,801	1,831	46,277
					47,435

All Public Medical Schools	
	12.27%
	6.31%
	5.78%
	8.43%
All Private Medical Schools	
	5.50%
	5.50%
	7.54%
	7.88%

AAMC MEDICAL SCHOOL TUITION AND FEES
2012-13 REPORT
SUMMARY OF BENCHMARKS

(ATTACHMENT D)



AAMC MEDICAL SCHOOL TUITION AND FEES
2012-13 REPORT
PUBLIC SCHOOLS

(ATTACHMENT D)

SCHOOL NAME	RESIDENT TUITION	NONRESIDENT TUITION	RESIDENT FEE	NONRESIDENT FEE	PUBLIC RESIDENT TUITION AND FEES	PUBLIC NONRESIDENT TUITION AND FEES
Alabama	23,014	58,590	1,273	1,273	24,287	59,863
Arizona	27,850	46,467	921	921	28,771	47,388
Arizona Phoenix	NA	NA	NA	NA		
Arkansas	20,202	40,404	2,116	2,116	22,318	42,520
Buffalo	29,530	54,650	1,859	1,859	31,389	56,509
Central Florida	22,915	22,915	3,889	31,904	26,804	54,819
Central Michigan	NA	NA	NA	NA		
Cincinnati	27,520	45,250	1,531	1,531	29,051	46,781
Connecticut	23,649	49,821	7,230	7,230	30,879	57,051
Cooper Rowan	32,860	52,680	1,945	1,945	34,805	54,625
East Carolina-Brody	12,489	NA	2,206	NA	14,695	
East Tennessee-Quillen	27,488	56,030	1,702	1,702	29,190	57,732
Eastern Virginia	29,396	56,382	1,446	1,446	30,842	57,828
FIU-Wertheim	31,938	61,938	5,621	7,121	37,559	69,059
Florida	31,790	45,000	3,697	3,697	35,487	48,697
Florida Atlantic-Schmidt	25,725	57,225	2,830	4,078	28,555	61,303
Florida State	19,943	52,849	3,521	5,166	23,464	58,015
Hawaii-Burns	30,072	63,312	670	670	30,742	63,982
Illinois	34,000	71,000	2,962	2,962	36,962	73,962
Indiana	32,691	50,132	455	455	33,146	50,587
Iowa-Carver	31,550	47,614	1,795	1,795	33,345	49,409
Kansas	29,386	52,116	744	744	30,130	52,860
Kentucky	31,823	59,268	1,066	1,066	32,889	60,334
Louisville	31,512	47,452	801	801	32,313	48,253
LSU New Orleans	19,398	41,890	1,374	1,374	20,772	43,264
LSU Shreveport	16,834	40,083	684	684	17,518	40,767
Marshall-Edwards	19,010	46,600	1,070	1,070	20,080	47,670
Maryland	28,187	51,836	4,179	4,374	32,366	56,210
Massachusetts	8,352	NA	12,310	NA	20,662	
Medical College of Georgia	26,210	47,440	2,029	2,029	28,239	49,469
Michigan	28,632	46,224	914	914	29,546	47,138
Michigan State	28,933	60,351	57	57	28,990	60,408
Minnesota	37,128	48,789	2,012	2,012	39,140	50,801
Mississippi	20,649	NA	52	NA	20,701	
Missouri Columbia	26,022	51,812	2,358	2,358	28,380	54,170
Missouri Kansas City	28,719	57,438	1,795	1,795	30,514	59,233
Medical University of South Carolina	33,388	59,852	2,257	2,257	35,645	62,109
Nebraska	27,992	65,634	1,501	1,501	29,493	67,135
Nevada	20,700	51,876	2,202	2,202	22,902	54,078
New Mexico	16,120	46,297	3,275	3,275	19,395	49,572
North Carolina	16,028	41,786	1,912	1,912	17,940	43,698
North Dakota	25,340	46,904	1,641	1,641	26,981	48,545
Northeast Ohio	31,955	63,910	2,500	2,500	34,455	66,410
Oakland Beaumont	44,470	44,470	-	-	44,470	44,470
Ohio State	28,996	46,450	901	901	29,897	47,351
Oklahoma	19,700	46,170	2,783	2,783	22,483	48,953
Oregon	37,045	51,843	2,708	2,708	39,753	54,551
Puerto Rico	9,101	19,113	3,000	3,000	12,101	22,113
South Alabama	25,471	50,492	803	803	26,274	51,295
South Carolina	33,808	75,820	1,097	1,097	34,905	76,917
South Carolina Greenville	33,808	75,820	1,080	1,080	34,888	76,900
South Dakota-Sanford	23,515	55,033	5,460	5,460	28,975	60,493
Southern Illinois	27,768	NA	2,822	NA	30,590	
Stony Brook	29,530	54,650	1,520	1,520	31,050	56,170
State University of New York - Downstate	29,530	54,650	589	589	30,119	55,239
State University of New York - Upstate	29,530	54,650	1,370	1,070	30,900	55,720
Tennessee	30,540	60,530	978	978	31,518	61,508
Texas A & M	12,780	25,880	3,624	3,624	16,404	29,504
Texas Tech	14,050	27,150	2,132	2,132	16,182	29,282
Texas Tech-Foster	14,050	27,150	2,121	2,121	16,171	29,270
Toledo	29,509	59,713	2,540	2,540	32,049	62,253
U Washington	27,190	56,120	1,078	1,078	28,268	57,198
UC Davis	34,555	46,800	2,652	2,652	37,207	49,452

AAMC MEDICAL SCHOOL TUITION AND FEES
2012-13 REPORT
PUBLIC SCHOOLS

(ATTACHMENT D)

SCHOOL NAME	RESIDENT TUITION	NONRESIDENT TUITION	RESIDENT FEE	NONRESIDENT FEE	PUBLIC RESIDENT TUITION AND FEES	PUBLIC NONRESIDENT TUITION AND FEES
UC Irvine	31,134	43,379	1,833	1,833	32,967	45,212
UC San Diego	31,134	43,379	1,575	1,575	32,709	44,954
UC San Francisco	31,134	43,379	1,234	1,234	32,368	44,613
UCLA-Geffen	31,134	43,379	1,407	1,407	32,541	44,786
UMDNJ New Jersey	34,445	55,268	1,100	1,100	35,545	56,368
UMDNJ-RW Johnson	34,445	55,268	1,502	1,502	35,947	56,770
USF-Morsani	29,175	49,355	4,533	5,542	33,708	54,897
UT Galveston	14,200	27,300	1,920	1,920	16,120	29,220
UT Houston	13,025	26,125	2,070	2,070	15,095	28,195
UT HSC San Antonio	14,500	28,907	2,615	2,615	17,115	31,522
UT Southwestern	15,801	28,901	1,430	1,430	17,231	30,331
Utah	30,460	57,666	944	944	31,404	58,610
Vermont	30,070	52,630	1,913	1,913	31,983	54,543
Virginia	40,782	50,204	2,596	3,278	43,378	53,482
Virginia Commonwealth	28,165	42,511	2,370	2,982	30,535	45,493
Wayne State	30,263	62,963	1,935	1,935	32,198	64,898
West Virginia	1,887	5,640	22,613	46,878	24,500	52,518
Wisconsin	23,810	33,700	1,111	1,111	24,921	34,811
Wright State-Boonshoft	30,178	46,480	2,552	2,552	32,730	49,032

AAMC MEDICAL SCHOOL TUITION AND FEES
2012-13 REPORT
PRIVATE SCHOOLS

(ATTACHMENT D)

SCHOOL NAME	RESIDENT TUITION	NONRESIDENT TUITION	RESIDENT FEE	NONRESIDENT FEE	PRIVATE RESIDENT TUITION AND FEES	PRIVATE NONRESIDENT TUITION AND FEES
Albany	52,160	52,160	1,830	1,830	53,990	53,990
Baylor	6,550	19,650	10,418	10,418	16,968	30,068
Boston	50,948	50,948	633	633	51,581	51,581
Brown-Alpert	47,480	47,480	796	796	48,276	48,276
Caribe	22,947	30,979	3,955	3,955	26,902	34,934
Case Western	51,450	51,450	40	40	51,490	51,490
Chicago Med-Franklin	48,232	48,232	736	736	48,968	48,968
Chicago-Pritzker	44,075	44,075	975	975	45,050	45,050
Columbia	49,504	49,504	1,884	1,884	51,388	51,388
Commonwealth	46,668	51,920	1,859	1,859	48,527	53,779
Cornell-Weill	47,150	47,150	2,840	2,840	49,990	49,990
Creighton	49,120	49,120	1,654	1,654	50,774	50,774
Dartmouth-Geisel	50,646	50,646	1,700	1,700	52,346	52,346
Drexel	47,980	47,980	1,526	1,526	49,506	49,506
Duke	48,065	48,065	3,590	3,590	51,655	51,655
Einstein	42,833	42,833	2,641	2,641	45,474	45,474
Emory	46,800	46,800	964	964	47,764	47,764
George Washington	50,903	50,903	375	375	51,278	51,278
Georgetown	45,645	45,645	5,256	5,256	50,901	50,901
Harvard	49,875	49,875	1,453	1,453	51,328	51,328
Hofstra North Shore-LIJ	43,500	43,500	1,500	1,500	45,000	45,000
Howard	41,215	41,215	5,889	5,889	47,104	47,104
Jefferson	50,236	50,236	700	700	50,936	50,936
Johns Hopkins	44,100	44,100	1,534	1,534	45,634	45,634
Loma Linda	44,668	44,668	3,328	3,328	47,996	47,996
Loyola-Stritch	47,000	47,000	1,106	1,106	48,106	48,106
Medical College of Wisconsin	39,704	45,104	175	175	39,879	45,279
Mayo	35,960	35,960	-	-	35,960	35,960
Meharry	40,695	40,695	4,491	4,491	45,186	45,186
Mercer	41,457	NA	300	NA	41,757	NA
Miami-Miller	31,686	41,168	986	986	32,672	42,154
Morehouse	39,486	39,486	1,430	1,430	40,916	40,916
Mount Sinai	41,238	41,238	1,600	1,600	42,838	42,838
New York Medical	47,190	47,190	1,266	1,266	48,456	48,456
New York University	44,910	44,910	4,650	4,650	49,560	49,560
Northwestern-Feinberg	48,339	48,339	309	309	48,648	48,648
Penn State	41,860	49,984	682	682	42,542	50,666
Pennsylvania-Perelman	47,090	47,090	3,656	3,656	50,746	50,746
Pittsburgh	44,726	45,846	783	783	45,509	46,629
Ponce	26,308	39,220	3,153	3,245	29,461	42,465
Rochester	44,700	44,700	2,416	2,416	47,116	47,116
Rush	48,372	48,372	220	220	48,592	48,592
San Juan Bautista	21,000	27,000	2,792	2,792		29,792
Southern Cal-Keck	50,246	50,246	708	708	50,954	50,954
St Louis	47,440	47,440	690	690	48,130	48,130
Stanford	47,343	47,343	893	893	48,236	48,236
Temple	43,654	53,468	750	750	44,404	54,218
Tufts	54,980	54,980	687	687	55,667	55,667
Tulane	50,600	50,600	3,655	3,655	54,255	54,255
Vanderbilt	42,750	42,750	1,184	1,184	43,934	43,934
Virginia Tech Carilion	41,560	41,560	-	-	41,560	41,560
Wake Forest	44,696	44,696	-	-	44,696	44,696
Washington U St Louis	52,020	52,020	-	-	52,020	52,020
Yale	49,500	49,500	580	580	50,080	50,080

**University of Central Florida
Board of Trustees**

SUBJECT: Resolution for the UCF Athletics Association to Issue Debt

DATE: March 21, 2013

PROPOSED BOARD ACTION

Approval of resolution necessary for the UCFAA to issue up to \$17,590,000 between bonds and a bank loan to refinance an existing Line of Credit (LOC), complete Phase II of the baseball stadium expansion, and construct the Wayne Densch Center for Student-Athlete Leadership.

BACKGROUND INFORMATION

In 2004 UCFAA obtained a LOC to finance the construction of several facilities, primarily to meet Title IX requirements. The LOC has been renewed annually each year. UCFAA desires to take advantage of the current low interest rate environment to refinance the LOC into fixed-rate long-term debt.

Also, the UCFAA has completed part of a multi-phase expansion of the baseball stadium and intends to use part of the new debt to complete the expansion, which includes improving the press box and adding revenue-generating premium seats.

UCFAA desires to combine all of its academic and other related services for its athletes into one central facility. The Wayne Densch Center for Student-Athlete Leadership will be located on the north end of campus close to the residence halls of student athletes and practice facilities. In addition to housing the current academic services, the facility will provide leadership training for student athletes in preparation for their careers after graduation.

Supporting documentation:

Resolution
Resolution of the DSO board of directors approving the debt issuance (Attachment A)
Project program (Attachment B)
Estimated project cost (Attachment C)
Sources-and-uses of funds (Attachment D)
Estimated debt service schedule (Attachment E)
Consolidated debt service schedule (Attachment F)
Description of security (Attachment G)
Parity of debt (Attachment H)
Financial statements for five years (Attachment I)
Five-year history and five-year projection (Attachment J)

Evidence that the project is consistent with the university's master plan (Attachment K)
Variable rate debt proposals (Attachment L)
Taxable financing (Attachment M)
Legislative authority (Attachment N)
University's debt management policy notice of compliance (Attachment O)
Negotiated method of sale (Attachment P)
Competitive selection process (Attachment Q)

Prepared by: Brad Stricklin, Senior Associate Athletics Director and CFO, UCFAA
John C. Pittman, Assistant Vice President for Debt Management

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

A RESOLUTION AUTHORIZING THE ISSUANCE OF DEBT BY THE UCF ATHLETICS ASSOCIATION, INC. AND REQUESTING THE FLORIDA BOARD OF GOVERNORS TO APPROVE THE ISSUANCE OF SUCH DEBT TO FINANCE AND REFINANCE THE CONSTRUCTION OF CERTAIN ATHLETIC FACILITIES FOR THE BENEFIT OF THE UNIVERSITY OF CENTRAL FLORIDA, PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CENTRAL FLORIDA :

Section 1. The Board of Trustees (the "Board of Trustees") of the University of Central Florida (the "University") hereby authorizes the issuance of debt by the UCF Athletics Association, Inc. (the "DSO") and requests the Florida Board of Governors (the "Board of Governors") to approve the issuance of debt in an amount not exceeding \$17,590,000 of the DSO's Capital Improvement Revenue Bonds (the "Debt") for the purpose of financing the construction, installation and equipping of additional seating and a new media and broadcast facility for the existing baseball stadium, a 22,000 square foot, two story athletics facility together with related infrastructure improvements and the refinancing of amounts due under a preexisting construction line of credit the proceeds of which financed certain capital athletic facility improvements (the "Project") all to be or previously constructed on the Orlando campus of the University or on land owned by the DSO.

Section 2. The Project will consist of (i) financing the costs of constructing and equipping a 300 seat elevated covered terrace to be added to the existing baseball stadium, a new media and broadcast facility and related infrastructure (the "Stadium Improvements") and the construction of a 22,000 square foot, two story athletic facility and related infrastructure (the "Athletics Building") and refinancing the costs of certain athletic facilities including track and field improvements, phase I baseball stadium improvements, softball stadium, rowing center, and a golf facility (the "Refinanced Improvements"). Each component of the Project located on the University's campus is reflected on the approved master plan for the University. Those components of the Refinanced Improvements not located on the campus which include the golf facility located at the Twin Rivers Golf Club and the rowing facility located on Lake Pickett are not required to be included in the master plan for the University. The Stadium Improvements and the Refinanced Improvements component of the Project are consistent with the mission of the University because, taken as a whole, will allow for increased capacity, improved patron experience, increase the likelihood of hosting NCAA postseason events, all of which will bring more visitors to campus. The Athletics Building, which will house the Student Athlete Leadership Center, will contribute to developing stronger students and leaders within the UCF community and will also positively impact graduation rates, which will boost the national stature of the University. Construction of the Stadium Improvements is expected to begin in July of 2013 and to be completed by February 2014. Construction of the Athletics Building is expected to begin in November of 2013 and to be completed by August 2014. Proceeds of the Debt are anticipated to be sufficient to complete the construction of the Stadium Improvements and the Athletics Building and refinance the Refinanced Improvements without the use of additional funds. Legislative approval of the Stadium Improvements and the Athletics Building has been obtained pursuant to the General Appropriations

Act of 2011. No proceeds of the Debt will be used to finance operating expenses of the University or the DSO.

Section 3. The Debt is being structured as a fixed rate long term bond issue with a final maturity no later than 25 years (the "Series 2013 Bonds") secured by a pledge of and lien on 5 percent of the Athletics Fee allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on \$500,000 of the annual amounts received pursuant to a beverage agreement (the "Pouring Rights Agreement") between the University and Coca-Cola Refreshments USA, Inc. and any contract renewals and extensions or replacement contracts and a pledge of and lien on premium seating revenues from the baseball stadium (the "Premium Seating Revenues"). The University is legally authorized to secure the Debt with the revenues to be pledged pursuant to section 1010.62, Florida Statutes. In addition, the DSO has a ten year pledge of approximately \$3 million dollars that will be earmarked to retire the Series 2013 Bonds as received. The University is also committed to ensuring that sufficient revenues will be generated to fulfill the University's obligations with respect to the Debt.

Section 4. The Debt will mature not more than 25 years after issuance, including any extensions or renewals thereof. The Project has an average estimated useful life which exceeds 25 years. The Series 2013 Bonds will bear interest at a fixed interest rate. Due to timing constraints relating to the construction of improvements to the baseball stadium and the need to complete the project in time for the 2014 season, following approval by the Board of Governors but prior to the issuance of the Series 2013 Bonds, the DSO may issue a short term bond anticipation note in a principal amount of approximately \$2,500,000 to a bank to commence construction of the baseball stadium. The bond anticipation note would be retired with proceeds of the Series 2013 Bonds.

Section 5. The Series 2013 Bonds are anticipated to be sold through a negotiated sale. A negotiated sale or private placement is necessary due to the relatively new pledge of annual Student Athletic Fees collections, the amounts to be received under the Pouring Rights Agreement and the Premium Seating Revenues. These revenue sources will require additional premarketing by the underwriter to insure a low interest rate. An analysis showing that a negotiated sale is desirable for the Series 2013 Bonds is attached in Appendix A. Any selection of one or more underwriters will be accomplished through a competitive selection process. Any bond insurance or other credit enhancement will be chosen through a competitive selection process analyzing the cost of the insurance or credit enhancement and the expected interest cost savings resulting from their use.

Section 6. The Board of Trustees will comply, and will require the University and the DSO to comply, with all requirements of federal and state law relating to the Debt, including but not limited to, laws relating to maintaining the exemption from taxation of interest payments on the Debt and continuing secondary market disclosure of information regarding the Debt.

Section 7. The Chairman and the Executive Director of the DSO and authorized representatives of the University and the Board of Trustees are hereby authorized to take all actions and steps, to execute all instruments, documents, and contracts, and to take all other actions as they may deem necessary or desirable, in connection with the execution, sale and delivery of the Debt.

Section 8. In making the determination to finance the Project, the Board of Trustees has reviewed the information attached to Appendix A and finds that the issuance of the Debt is in

compliance with the Debt Management Guidelines, the university's debt management policy, and applicable law.

Section 9. This Resolution shall take effect immediately upon its adoption.

Adopted this _____ day of _____, 2013.

Appendix A

The following documents have been reviewed by the Board of Trustees prior to the execution of this Resolution:

- a. the project program;
- b. a draw schedule for the project;
- c. sources and uses of funds for the project;
- d. an estimated debt service schedule;
- e. a description of the security supporting repayment and the lien position the debt will have on that security;
- f. a five year history, if available, and a five year projection, of the pledged revenues and the debt service coverage; and
- g. the negotiated sale analysis.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

a) The project program, feasibility studies or consultant reports (if available), and an explanation of how the proposed project is consistent with the university's mission.

The Project will consist of three components including: (i) financing the costs of constructing and equipping a 300 seat elevated covered terrace to be added to the existing baseball stadium, a new media and broadcast facility and related infrastructure (the "Stadium Improvements") (ii) the construction of a 22,000 square foot, two story athletic facility and related infrastructure (the "Athletics Building") and (iii) refinancing the costs of certain athletic facilities including track and field improvements, phase I baseball stadium improvements, softball stadium, rowing center, and a golf facility (the "Refinanced Improvements"). These improvements are consistent with UCF's mission to provide services that enhance the intellectual, cultural, environmental, and economic development of the metropolitan region.

Improving the UCF Baseball stadium at Jay Bergman Field will have a positive impact for UCF and the metropolitan region. The improvements will allow for increased capacity, improved patron experience, and increase the likelihood of hosting NCAA Postseason events, all of which will bring more visitors to campus.

Likewise, the addition of the larger, more modern media and broadcast facility will not only complement the phase I expansion by giving the baseball stadium a completed look, it will enhance the existing seating areas by providing a covered concourse and much-needed shade.

The proposed Athletics Building will contain the Wayne Densch Center for Student Athlete Leadership (WDCSAL) that will offer UCF student-athletes further opportunity to grow academically and to prepare for a career in their chosen field. The WDCSAL will house Academic Services for Student-Athletes, Student Services, Career Services, NCAA Compliance, and the Student-Athlete Leadership Institute, all of which provide educational and developmental programming for UCF's student-athletes. The WDCSAL will contribute to developing stronger students and leaders within the UCF community and will also positively impact graduation rates, which will boost the national stature of the University. The Institute will also ensure stronger graduates, many of whom will obtain jobs in the Central Florida region, boosting the regional economy.

The Refinanced Improvements have provided many opportunities to expand and enhance the Universities athletic program consistent with its mission. Refinancing the cost of these improvements will improve the University's budgeting process by taking advantage of historically low fixed interest rates and adding stability to its budgeting process by reducing its exposure to variable interest rates.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

BOARD OF GOVERNORS STATE UNIVERSITY SYSTEM OF FLORIDA

Project Summary University of Central Florida

Project Summary: The Project will consist of three components including: (i) financing the costs of constructing and equipping a 300 seat elevated covered terrace to be added to the existing baseball stadium, a new media and broadcast facility and related infrastructure (the “Stadium Improvements”) (ii) the construction of a 22,000 square foot, two story athletic facility and related infrastructure (the “Athletics Building”) and (iii) refinancing the costs of certain athletic facilities including track and field improvements, phase I baseball stadium improvements, softball stadium, rowing center, and a golf facility (the “Refinanced Improvements”).

Stadium Improvements

Project Description: The Stadium Improvements constitute the second phase of improvements to the UCF Baseball Stadium. Phase II of the baseball stadium expansion project will add a 300-seat elevated terrace under roof directly behind home plate and a new media and broadcast facility.

Facility Site Location: The proposed facility will be located on the University of Central Florida main campus in Orlando, Florida. The specific location is in the north section of campus consistent with the Campus Master Plan at the UCF Baseball Stadium.

Projected Timeline: Design and Permitting – November 2012-May 2013
Construction – July 2013-January 2014
Completion – February 2014

Project Cost: The construction of the proposed Stadium Improvements is estimated to be \$2,500,000.

Athletics Building

Project Description: The Athletics Building will consist of a 22,000 square-foot, two-story facility that will house the new WDCSAL and office suites for the NCAA compliance staff, athletics student-services, and career services. Currently these services are provided on the south end of campus in the Wayne Densch Sports Center Buildings 38 and 39.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

This Athletics Building has been in discussion for several years, and with the focal point of Knights Athletics shifting to the northeast quadrant of campus, completion of this facility is desirable to locate these important facilities and services near the other athletic program facilities.

Facility Site Location: The Athletics Building will be located on the University of Central Florida main campus in Orlando, Florida. The specific location is in the north section of campus consistent with the Campus Master Plan, and adjacent to the east side of Bright House Networks Stadium.

Projected Timeline: Design and Permitting – March to October 2013
Construction – November 2013 to August 2014
Completion – August 2014

Project Cost: The construction of the Athletics Building is estimated at a total cost of \$6,500,000.

Refinanced Improvements

Project Description: To refinance the costs to construct, upgrade and expand the Refinanced Improvements that were originally financed in whole or in part by a construction line of credit with Fifth Third Bank entered into in 2004 (the “LOC”).

Facility Site Location: The Refinanced Improvements, other than the golf facility and the rowing facility are located on the University of Central Florida main campus in Orlando, Florida. The golf facility is located at Twin Rivers Golf Club and the rowing facility is located on Lake Pickett.

Projected Timeline: The Refinanced Facilities have all been completed and placed in service.

Project Cost: The current outstanding balance on the LOC is \$7,500,000 and with quarterly amortization payments is expected to be \$7,000,000 by the time of closing.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

Combined Debt Issue

Financing Structure:

Security/Lien Structure:

The Debt is being structured as a fixed rate long term bond issue with a final maturity no later than 25 years (the “Series 2013 Bonds”) secured by a pledge of and lien on 5 percent of the Athletics Fee allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on premium seating revenues from the Baseball Stadium (“Premium Seating Revenues”) and a pledge of and lien on \$500,000 of the amounts received from the university pursuant to a beverage agreement (the “Pouring Rights Agreement”) currently between the University and Coca-Cola Refreshments USA, Inc., along with any future extensions or replacement beverage contracts. Following approval by the Board of Governors but prior to issuance of the Series 2013 Bonds, the DSO may issue a short term Bond Anticipation Note to a bank to commence construction of the baseball stadium expansion. The Note will be retired with the proceeds of the Series 2013 Bond. The University is legally authorized to secure the Debt with the revenues to be pledged pursuant to section 1010.62, Florida Statutes. The University is also committed to ensuring that sufficient revenues will be generated to fulfill the University’s obligations with respect to the Debt.

Pledged Revenues and Debt Service Coverage:

Based on current projections given by the Office of University Analysis and Planning Support at UCF, five percent of student fees will range from \$1,066,271 to \$1,222,817 per fiscal year. The annual commission distribution from the University’s Pouring Rights Agreement to UCFAA is estimated to be approximately \$500,000. Premium seat sales, using 50 percent sales of available seats, will be \$75,000. With these projections, debt service coverage would be between 1.62x and 1.72x over the first five years.

If more conservative projections are used for student enrollment, five percent of student fees would be \$1,033,091 each year for five years. With beverage and premium seat revenues at \$500,000 and \$75,000, respectively, the debt service coverage would be at 1.54x.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- b) Estimated project cost, with schedules including start and completion dates, estimated useful life, and the date bond proceeds are required.

Stadium Improvements

Project Cost: \$2,500,000.
Projected Timeline: Design and Permitting – November 2012-May 2013
Construction – July 2013-January 2014
Completion – February 2014
Estimated Useful Life: 39 years
Proceeds Needed: July 2013

Estimated Draw Schedule

Beginning Balance		2,500,000
3rd Qtr 2013	611,912	1,888,088
4rd Qtr 2013	312,075	1,576,013
1st Qtr 2014	361,350	1,214,662
2st Qtr 2014	441,000	773,663
3rd Qtr 2014	773,663	-

Athletics Building

Project Cost: \$6,500,000.
Projected Timeline: Design and Permitting – March to October 2013
Construction – November 2013 to August 2014
Completion – August 2014
Estimated Useful Life: 39 years
Proceeds Needed: Sept 2013

Estimated Draw Schedule

Beginning Balance		6,500,000
3st Qtr 2013	1,045,527	5,454,473
4rd Qtr 2013	901,549	4,552,924
1st Qtr 2014	1,043,899	3,509,025
2st Qtr 2014	1,273,999	2,235,026
3rd Qtr 2014	2,235,026	-

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- c) The sources-and-uses of funds, clearly depicting all costs, funding sources expected to be used to complete the project and the estimated amount of the debt to be issued.

The attached table provides the estimated sources and uses of funds for the proposed Series 2013 Bonds. The bonds are expected to be secured by a pledge of and lien on 5 percent of the Athletics Fee allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on premium seating revenues from the Baseball Stadium ("Premium Seating Revenues") and a pledge of and lien on \$500,000 of the amounts received from the university pursuant to a beverage agreement (the "Pouring Rights Agreement") currently between the University and Coca-Cola Refreshments USA, Inc, along with any future extensions or replacement beverage contracts. The UCFAA also may use donations associated with the Project to prepay a portion of the Series 2013 Bonds.

Sources and Uses of Funds		
UCF Athletic Association		
Revenue Bonds, Series 2013		
BAM Insured Rates as of EOD 1/28/2013 + 25 bps		
Preliminary / Subject to Change		
Dated Date	7/1/2013	
Delivery Date	7/1/2013	
Sources:		
Bond Proceeds:		
Par Amount		17,590,000.00
Net Original Issue Discount		-88,089.90
		17,501,910.10
Uses:		
Project Fund Deposits:		
Payoff Amount for 53rd Construction Note		7,045,000.00
New Money		9,000,000.00
		16,045,000.00
Other Fund Deposits:		
Debt Service Reserve Fund		1,050,400.00
Delivery Date Expenses:		
Cost of Issuance		169,303.74
Underwriter's Discount		105,540.00
Bond Insurance(50bps)		131,666.36
		406,510.10
		17,501,910.10

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- d) An estimated debt service schedule with the assumed interest rate on the debt clearly disclosed.

Estimated New Debt Service Schedule

The attached spreadsheet shows the estimated debt service associated with the Series 2013 Bonds. The financing assumes level annual debt service. The bonds assume a serial and term structure. Rates by maturity have also been included. The estimated average interest rate of 3.86 percent is based on current markets rates as of October 19th for an uninsured "A" rated bond plus 25 basis points.

Bond Debt Service			
UCF Athletic Association			
Revenue Bonds, Series 2013			
BAM Insured Rates as of EOD 1/28/2013 + 25 bps			
Preliminary / Subject to Change			
FY	Principal	Interest	Debt Service
2014	0	413,596.88	413,596.88
2015	495,000	545,893.75	1,040,893.75
2016	510,000	534,587.50	1,044,587.50
2017	520,000	523,000.00	1,043,000.00
2018	530,000	511,187.50	1,041,187.50
2019	545,000	499,093.75	1,044,093.75
2020	555,000	486,718.75	1,041,718.75
2021	565,000	473,412.50	1,038,412.50
2022	580,000	458,375.00	1,038,375.00
2023	600,000	441,400.00	1,041,400.00
2024	615,000	422,790.63	1,037,790.63
2025	635,000	402,862.51	1,037,862.51
2026	655,000	381,900.01	1,036,900.01
2027	675,000	360,287.51	1,035,287.51
2028	700,000	337,943.76	1,037,943.76
2029	720,000	314,868.76	1,034,868.76
2030	745,000	291,062.51	1,036,062.51
2031	770,000	266,443.76	1,036,443.76
2032	795,000	240,515.63	1,035,515.63
2033	820,000	213,262.50	1,033,262.50
2034	850,000	185,081.25	1,035,081.25
2035	875,000	154,878.13	1,029,878.13
2036	910,000	122,525.01	1,032,525.01
2037	940,000	88,993.76	1,028,993.76
2038	975,000	54,284.38	1,029,284.38
2039	1,010,000	18,306.25	1,028,306.25
	17,590,000	8,743,271.99	26,333,271.99

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- e) A description of the security supporting the repayment of the proposed debt and the lien position the debt will have on that security. If the lien is junior to any other debt, the senior debt must be described, and a description of why the debt is proposed to be issued on a junior lien basis must be provided. A statement citing the legal authority for the source of revenues securing repayment must be provided.

Description of Security

The Series 2013 Bonds secured by a pledge of and lien on 5 percent of the Athletics Fee pursuant to Florida Statutes 1009.24, allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on premium seating revenues from the Baseball Stadium ("Premium Seating Revenues") and a pledge of and lien on \$500,000 of the amounts received from the university pursuant to a beverage agreement (the "Pouring Rights Agreement") currently between the University and Coca-Cola Refreshments USA, Inc., along with any future extensions or replacement beverage contracts. The UCFAA also may use donations associated with the project to prepay a portion of the Series 2013 Bonds.

The legal authority to use these funds is pursuant to Florida Statutes 1010.62 –paragraph 3(a) including *"those revenues derived from or received in relation to sales and services of auxiliary enterprises or component units of the university"* and *"revenues from the activity and service fee and the athletic fee may be used to pay and secure revenue bonds except that the annual debt service shall not exceed an amount equal to 5 percent of the fees collected during the most recent 12 consecutive months for which collection information is available prior to the sale of the bonds."*

The Pouring Rights Agreement revenues are also permitted revenue sources pursuant to paragraph 3(a) *"Revenues received from or in relation to sales and services of Auxiliary enterprises."*

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- f) A five-year history, if available, and five-year projection of the revenues securing payment and debt service coverage, and:
- i) to the extent applicable, the projections must be shown on an individual project as well as the entire system;
 - ii) all revenue items securing repayment must be shown as separate line items;
 - iii) an explanation should be provided with regard to growth assumptions, and to the amount and status of approval of any rate increases;
 - iv) the effect of the rate increases on the projections and expected revenues and expenses for the new facility should be shown as a separate line item;
 - v) if rate increases are necessary, a commitment must be made to increase rates to the needed levels; and
 - vi) major categories of any operating expenses should be shown as separate line items with an explanation of assumptions regarding increases or decreases.

Ten Year Financial Analysis – Revenue Securing Debt

Attached are two versions of the financial analysis showing a five-year history, and a five-year projection of the revenues that will be used to secure the debt. Version A uses the enrollment projections prepared by UCF's Office of University Analysis and Planning Support to determine the student fee revenue projections. Version B uses the enrollment for the 2012-13 year throughout the next five years to determine the student fee revenue projections.

Both versions project baseball premium seat sales at 50 percent (150 of 300 seats) of capacity in the premium seat area and a \$500,000 annual distribution from the University from its Pouring Rights Agreement.

Appendix A, Item (f), Page 1 of 3

Board of Governors – Debt Management Guidelines

UCF Athletic Association

UCF Athletics Association, Inc.
History and Projection of Revenues Securing Payment
Version A - Based on current enrollment projections

	Actual					Projection						
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	
Total student fee revenue for UCFAA	\$14,608,022	\$15,614,184	\$17,466,918	\$18,818,806	\$19,638,714	\$20,661,816	\$21,325,423	\$22,236,661	\$23,727,346	\$24,456,345	\$24,211,781	
5% of fees allowed for security	\$730,401	\$780,709	\$873,346	\$940,940	\$981,936	\$1,033,091	\$1,066,271	\$1,111,833	\$1,186,367	\$1,222,817	\$1,210,589	
Baseball premium seats						-	75,000	75,000	75,000	75,000	75,000	
Beverage agreement distribution	230,000	230,000	280,000	280,000	280,000	500,000	500,000	500,000	500,000	500,000	500,000	
Total	\$960,401	\$1,010,709	\$1,153,346	\$1,220,940	\$1,261,936	\$1,533,091	\$1,641,271	\$1,686,833	\$1,761,367	\$1,797,817	\$1,785,589	

Estimated debt service
Debt coverage ratio

413,597 1,040,894 1,044,588 1,043,000 1,041,188
3.97 1.62 1.69 1.72 1.71

NOTES:

- 1) Projected student fee revenues through 2016-17 are based on 99% of the current SCH projections by the Office of University Analysis and Planning Support at The University of Central Florida, at the current \$13.44 per SCH rate. For 2017-18, a 1% reduction in SCH was used for the purposes of projecting student fee revenue. The initial term in the current contract between Coca-Cola and the University is scheduled to expire on June 30, 2017. Per the contract, there is the option for both parties to automatically extend for two additional five-year terms.
- 2) Baseball premium seats estimated at 50% of capacity sold.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

UCF Athletics Association, Inc.
History and Projection of Revenues Securing Payment
Version B - No enrollment growth

	Actual					Projection						
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	
Total student fee revenue for UCFAA	\$14,608,022	\$15,614,184	\$17,466,918	\$18,818,806	\$19,638,714	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816	
5% of fees allowed for security	\$ 730,401	\$ 780,709	\$ 873,346	\$ 940,940	\$ 981,936	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	
Baseball premium seats						75,000	75,000	75,000	75,000	75,000	75,000	
Beverage agreement distribution	230,000	230,000	280,000	280,000	280,000	500,000	500,000	500,000	500,000	500,000	500,000	
Total	\$ 960,401	\$ 1,010,709	\$ 1,153,346	\$ 1,220,940	\$ 1,261,936	\$ 1,533,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	

Estimated debt service
Debt coverage ratio

413,597 1,040,894 1,044,588 1,043,000 1,041,188
3.89 1.54 1.54 1.54 1.54

NOTES:

- 1) Projected student fee revenues through 2016-17 are based on 99% of the 2012-13 SCH projections by the Office of University Analysis and Planning Support at The University of Central Florida, at the current \$13.44 per SCH rate. The initial term in the current contract between Coca-Cola and the University is scheduled to expire on June 30, 2017. Per the contract, there is the option for both parties to automatically extend for two additional five-year terms.
- 2) Baseball premium seats estimated at 50% of capacity sold

Board of Governors – Debt Management Guidelines

UCF Athletic Association

g) If a request is made to employ a negotiated method of sale, an analysis must be provided supporting the selection of this method that includes a discussion of the factors set forth in section IV of the BOG Debt Management Guidelines.

The Series 2013 Bonds are anticipated to be sold through a negotiated sale. A negotiated sale is necessary due to the relatively new pledge of annual Student Athletic Fees collections and the amounts to be received and the structure of the University's Pouring Rights Agreement. These revenue sources will require additional premarketing by the underwriter to insure a low interest rate. An analysis showing that a negotiated sale is desirable for the Series 2013 Bonds is attached below. While UCFAA expects to issue the Series 2013 Bonds on a negotiated basis, if UCFAA is able to secure a bond rating in the A+ or better category a competitive sale will be re-evaluated.

The selection of the underwriters for Series 2013 Bonds will be done through an RFP process.

The following are the reasons that favor a negotiated sale over a competitive Sale. Pursuant to the Board of Governors' analysis of:

Board of Governors – Debt Management Guidelines

UCF Athletic Association

Debt Structure	Conditions Favoring a Competitive Sale	Conditions Favoring a Negotiated Sale	Sales Type Favored by Conditions	Explanation
Pledged Revenues	General obligations or strong revenue stream	Non-tax based on project supported revenues	N	The security source for the debt will be (1) a pledge of the 5 % of the Student Athletic Fee received by the University charged to students on a per credit hour basis (2) Premium Seating Revenues and (3) up to \$500,000 of the annual revenues received from the Pouring Rights Agreement including any renewals, extensions or replacement contract. The UCFAA anticipates using charitable contributions received under pledge agreements to prepay a portion the Series 2013 Bond under a special redemption provision. The rating agencies and bond investors are not as familiar with these revenue sources and thus may require additional education compared to more traditional revenue pledges such as parking and student housing revenues. Credit concerns are (1) a potential drop in student enrollment or number of credit hours will have a negative impact on Student Athletic Fees (2) restrictions on the ability to increase student fees and (3) the current beverage contract is only for 5 years with 2 five year extensions.
Security Structure	Conventional resolution and cash flow; rate covenant and coverage	Unusual or weak covenants	N	While the University can increase the Student Athletic Fee it is limited to the amount of potential increase under Florida Statutes 1009.24. Under the Statute the combined sum of the activity and

Appendix A, Item (g), Page 2 of 3

Board of Governors – Debt Management Guidelines

UCF Athletic Association

				service, health, and athletic fee shall not exceed 40% of the annual tuition. Within this 40% cap the University may not increase the aggregate sum of activity and service, health, and athletic fees more than 5% per year or the same percentage increase in tuition. This type of limited rate covenant favors a negotiated sale.
Debt Instrument	Traditional serial and term bonds, semi-annual interest and annual maturities	Use of innovative structuring, structure to attract particular investors	C/N	The Series 2013 Bond structure assumes a level principal and interest debt structure with standard 10 year call protection. The Series 2013 Bonds will also have either a cash funded debt service reserve ("DSR") or a DSR surety policy. This type of structure is standard in the bond market and should not be a major factor on whether the bonds are competitively or negotiated bid. Due to the desire to have the ability to prepay a portion of the bond at any time due to receipt of restricted donations the bonds will included a special mandatory redemption provision that will allow a portion of the bonds to be called at any time without penalty.
Size	A transaction the size of which the market is used to and can comfortably manage	A large size which the market cannot readily handle without the need to consolidate syndicates resulting in few bids	C/N	The size of the transaction should not be a major factor on whether the bonds are competitively or negotiated bid.

Appendix A, Item (g), Page 3 of 3

**A RESOLUTION AUTHORIZING THE ISSUANCE OF DEBT
AND REQUESTING THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF CENTRAL FLORIDA TO APPROVE THE
ISSUANCE OF SUCH DEBT TO FINANCE AND REFINANCE
THE CONSTRUCTION OF CERTAIN ATHLETIC
FACILITIES FOR THE BENEFIT OF THE UNIVERSITY OF
CENTRAL FLORIDA, PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UCF ATHLETICS
ASSOCIATION, INC.:**

Section 1. The Board of Directors (the "Board of Directors") of the UCF Athletics Association, Inc (the "DSO") established by the Board of Trustees (the "Board") of the University of Central Florida (the "University") hereby authorizes the issuance of debt by the DSO and requests the Board of Trustees of the University of Central Florida to approve the issuance of debt in an amount not exceeding \$17,590,000 (the "Debt") for the purpose of financing the construction, installation and equipping of additional seating and a new media and broadcast facility for the existing baseball stadium, a 22,000 square foot, two story athletics facility together with related infrastructure improvements and the refinancing of amounts due under a preexisting construction line of credit the proceeds of which financed certain capital athletic facility improvements (the "Project") all to be or previously constructed on the Orlando campus of the University or on land owned by the DSO.

Section 2. The Project will consist of (i) financing the costs of constructing and equipping a 300 seat elevated covered terrace to be added to the existing baseball stadium, a new media and broadcast facility and related infrastructure (the "Stadium Improvements") and the construction of a 22,000 square foot, two story athletic facility and related infrastructure (the "Athletics Building") and refinancing the costs of certain athletic facilities including track and field improvements, phase I baseball stadium improvements, softball stadium, rowing center, and a golf facility (the "Refinanced Improvements"). Each component of the Project located on the University's campus is reflected on the approved master plan for the University. Those components of the Refinanced Improvements not located on the campus which include the golf facility located at the Twin Rivers Golf Club and the rowing facility located on Lake Pickett are not required to be included in the master plan for the University. The Stadium Improvements and the Refinanced Improvements component of the Project are consistent with the mission of the University because, taken as a whole, will allow for increased capacity, improved patron experience, increase the likelihood of hosting NCAA postseason events, all of which will bring more visitors to campus. The Athletics Building, which will house the Student Athlete Leadership Center, will contribute to developing stronger students and leaders within the UCF community and will also positively impact graduation rates, which will boost the national stature of the University. Construction of the Stadium Improvements is expected to begin in July of 2013 and to be completed by February 2014. Construction of the Athletics Building is expected to begin in November of 2013 and to be completed by August 2014. Proceeds of the Debt are anticipated to be sufficient to complete the construction of the Stadium Improvements and the Athletics Building and refinance the Refinanced Improvements without the use of additional funds. Legislative approval of the Stadium

Improvements and the Athletics Building has been obtained pursuant to the General Appropriations Act of 2011. No proceeds of the Debt will be used to finance operating expenses of the University or the DSO.

Section 3. The Debt is being structured as a fixed rate long term bond issue with a final maturity no later than 25 years (the "Series 2013 Bonds") secured by a pledge of and lien on 5 percent of the Athletics Fee allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on \$500,000 of the annual amounts received pursuant to a beverage agreement (the "Pouring Rights Agreement") between the University and Coca-Cola Refreshments USA, Inc. and any contract renewals and extensions or replacement contracts and a pledge of and lien on premium seating revenues from the baseball stadium (the "Premium Seating Revenues"). The University is legally authorized to secure the Debt with the revenues to be pledged pursuant to section 1010.62, Florida Statutes. In addition, the DSO has a ten year pledge of approximately \$3 million dollars that will be earmarked to retire the Series 2013 Bonds as received. The University is also committed to ensuring that sufficient revenues will be generated to fulfill the University's obligations with respect to the Debt.

Section 4. The Debt will mature not more than 25 years after issuance, including any extensions or renewals thereof. The Project has an average estimated useful life which exceeds 25 years. The Series 2013 Bonds will bear interest at a fixed interest rate. Due to timing constraints relating to the construction of improvements to the baseball stadium and the need to complete the project in time for the 2014 season, following approval by the Board of Governors but prior to the issuance of the Series 2013 Bonds, the DSO may issue a short term bond anticipation note in a principal amount of approximately \$2,500,000 to a bank to commence construction of the baseball stadium. The bond anticipation note would be retired with proceeds of the Series 2013 Bonds.

Section 5. The Series 2013 Bonds are anticipated to be sold through a negotiated sale. A negotiated sale or private placement is necessary due to the relatively new pledge of annual Student Athletic Fees collections, the amounts to be received under the Pouring Rights Agreement and the Premium Seating Revenues. These revenue sources will require additional premarketing by the underwriter to insure a low interest rate. An analysis showing that a negotiated sale is desirable for the Series 2013 Bonds is attached in Appendix A. Any selection of one or more underwriters will be accomplished through a competitive selection process. Any bond insurance or other credit enhancement will be chosen through a competitive selection process analyzing the cost of the insurance or credit enhancement and the expected interest cost savings resulting from their use.

Section 6. The Board of Directors will comply, and will require the DSO to comply, with all requirements of federal and state law relating to the Debt, including but not limited to, laws relating to maintaining the exemption from taxation of interest payments on the Debt and continuing secondary market disclosure of information regarding the Debt.

Section 7. The DSO will comply with the Debt Management Guidelines and the debt management policy of the University.

Attachment A

Section 8. The Chairman, Executive Vice-President, and Secretary/Treasurer, their designees and other authorized representatives of the Board of Directors and the DSO are hereby authorized to take all actions and steps, to execute all instruments, documents, and contracts, and to take all other actions as they may deem necessary or desirable, in connection with the execution, sale and delivery of the Debt.

Section 9. In making the determination to finance the Project, the Board of Directors has reviewed the information attached to Appendix A.

Section 10. This Resolution shall take effect immediately upon its adoption.

Adopted this _____ day of ____, 2013.

Appendix A

The following documents have been reviewed by the Board of Directors prior to the execution of this Resolution:

- a. the project program;
- b. a draw schedule for the project;
- c. sources and uses of funds for the project;
- d. an estimated debt service schedule;
- e. a description of the security supporting repayment and the lien position the debt will have on that security;
- f. a five year history, if available, and a five year projection, of the pledged revenues and the debt service coverage;
- g. any negotiated sale analysis.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

a) The project program, feasibility studies or consultant reports (if available), and an explanation of how the proposed project is consistent with the university's mission.

The Project will consist of three components including: (i) financing the costs of constructing and equipping a 300 seat elevated covered terrace to be added to the existing baseball stadium, a new media and broadcast facility and related infrastructure (the "Stadium Improvements") (ii) the construction of a 22,000 square foot, two story athletic facility and related infrastructure (the "Athletics Building") and (iii) refinancing the costs of certain athletic facilities including track and field improvements, phase I baseball stadium improvements, softball stadium, rowing center, and a golf facility (the "Refinanced Improvements"). These improvements are consistent with UCF's mission to provide services that enhance the intellectual, cultural, environmental, and economic development of the metropolitan region.

Improving the UCF Baseball stadium at Jay Bergman Field will have a positive impact for UCF and the metropolitan region. The improvements will allow for increased capacity, improved patron experience, and increase the likelihood of hosting NCAA Postseason events, all of which will bring more visitors to campus.

Likewise, the addition of the larger, more modern media and broadcast facility will not only complement the phase I expansion by giving the baseball stadium a completed look, it will enhance the existing seating areas by providing a covered concourse and much-needed shade.

The proposed Athletics Building will contain the Wayne Densch Center for Student Athlete Leadership (WDCSAL) that will offer UCF student-athletes further opportunity to grow academically and to prepare for a career in their chosen field. The WDCSAL will house Academic Services for Student-Athletes, Student Services, Career Services, NCAA Compliance, and the Student-Athlete Leadership Institute, all of which provide educational and developmental programming for UCF's student-athletes. The WDCSAL will contribute to developing stronger students and leaders within the UCF community and will also positively impact graduation rates, which will boost the national stature of the University. The Institute will also ensure stronger graduates, many of whom will obtain jobs in the Central Florida region, boosting the regional economy.

The Refinanced Improvements have provided many opportunities to expand and enhance the University's athletic program consistent with its mission. Refinancing the cost of these improvements will improve the University's budgeting process by taking advantage of historically low fixed interest rates and adding stability to its budgeting process by reducing its exposure to variable interest rates.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

BOARD OF GOVERNORS STATE UNIVERSITY SYSTEM OF FLORIDA

Project Summary University of Central Florida

Project Summary:

The Project will consist of three components including: (i) financing the costs of constructing and equipping a 300 seat elevated covered terrace to be added to the existing baseball stadium, a new media and broadcast facility and related infrastructure (the “Stadium Improvements”) (ii) the construction of a 22,000 square foot, two story athletic facility and related infrastructure (the “Athletics Building”) and (iii) refinancing the costs of certain athletic facilities including track and field improvements, phase I baseball stadium improvements, softball stadium, rowing center, and a golf facility (the “Refinanced Improvements”).

Stadium Improvements

Project Description:

The Stadium Improvements constitute the second phase of improvements to the UCF Baseball Stadium. Phase II of the baseball stadium expansion project will add a 300-seat elevated terrace under roof directly behind home plate and a new media and broadcast facility.

Facility Site Location:

The proposed facility will be located on the University of Central Florida main campus in Orlando, Florida. The specific location is in the north section of campus consistent with the Campus Master Plan at the UCF Baseball Stadium.

Projected Timeline:

Design and Permitting – November 2012-May 2013
Construction – July 2013-January 2014
Completion – February 2014

Project Cost:

The construction of the proposed Stadium Improvements is estimated to be \$2,500,000.

Athletics Building

Project Description:

The Athletics Building will consist of a 22,000 square-foot, two-story facility that will house the new WDSCAL and office suites for the NCAA compliance staff, athletics student-services, and career services. Currently these services are provided on the south end of campus in the Wayne Densch Sports Center Buildings 38 and 39.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

This Athletics Building has been in discussion for several years, and with the focal point of Knights Athletics shifting to the northeast quadrant of campus, completion of this facility is desirable to locate these important facilities and services near the other athletic program facilities.

Facility Site Location:

The Athletics Building will be located on the University of Central Florida main campus in Orlando, Florida. The specific location is in the north section of campus consistent with the Campus Master Plan, and adjacent to the east side of Bright House Networks Stadium.

Projected Timeline:

Design and Permitting – March to October 2013
Construction – November 2013 to August 2014
Completion – August 2014

Project Cost:

The construction of the Athletics Building is estimated at a total cost of \$6,500,000.

Refinanced Improvements

Project Description:

To refinance the costs to construct, upgrade and expand the Refinanced Improvements that were originally financed in whole or in part by a construction line of credit with Fifth Third Bank entered into in 2004 (the "LOC").

Facility Site Location:

The Refinanced Improvements, other than the golf facility and the rowing facility are located on the University of Central Florida main campus in Orlando, Florida. The golf facility is located at Twin Rivers Golf Club and the rowing facility is located on Lake Pickett.

Projected Timeline:

The Refinanced Facilities have all been completed and placed in service.

Project Cost:

The current outstanding balance on the LOC is \$7,500,000 and with quarterly amortization payments is expected to be \$7,000,000 by the time of closing.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

Combined Debt Issue

Financing Structure:

Security/Lien Structure:

The Debt is being structured as a fixed rate long term bond issue with a final maturity no later than 25 years (the "Series 2013 Bonds") secured by a pledge of and lien on 5 percent of the Athletics Fee allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on premium seating revenues from the Baseball Stadium ("Premium Seating Revenues") and a pledge of and lien on \$500,000 of the amounts received from the university pursuant to a beverage agreement (the "Pouring Rights Agreement") currently between the University and Coca-Cola Refreshments USA, Inc, along with any future extensions or replacement beverage contracts. Following approval by the Board of Governors but prior to issuance of the Series 2013 Bonds, the DSO may issue a short term Bond Anticipation Note to a bank to commence construction of the baseball stadium expansion. The Note will be retired with the proceeds of the Series 2013 Bond. The University is legally authorized to secure the Debt with the revenues to be pledged pursuant to section 1010.62, Florida Statutes. The University is also committed to ensuring that sufficient revenues will be generated to fulfill the University's obligations with respect to the Debt.

Pledged Revenues and Debt Service Coverage:

Based on current projections given by the Office of University Analysis and Planning Support at UCF, five percent of student fees will range from \$1,066,271 to \$1,222,817 per fiscal year. The annual commission distribution from the University's Pouring Rights Agreement to UCFAA is estimated to be approximately \$500,000. Premium seat sales, using 50 percent sales of available seats, will be \$75,000. With these projections, debt service coverage would be between 1.62x and 1.72x over the first five years.

If more conservative projections are used for student enrollment, five percent of student fees would be \$1,033,091 each year for five years. With beverage and premium seat revenues at \$500,000 and \$75,000, respectively, the debt service coverage would be at 1.54x.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- b) Estimated project cost, with schedules including start and completion dates, estimated useful life, and the date bond proceeds are required.

Stadium Improvements

Project Cost: \$2,500,000.
Projected Timeline: Design and Permitting – November 2012-May 2013
 Construction – July 2013-January 2014
 Completion – February 2014
Estimated Useful Life: 39 years
Proceeds Needed: July 2013

Estimated Draw Schedule

Beginning Balance		2,500,000
3rd Qtr 2013	611,912	1,888,088
4rd Qtr 2013	312,075	1,576,013
1st Qtr 2014	361,350	1,214,662
2st Qtr 2014	441,000	773,663
3rd Qtr 2014	773,663	-

Athletics Building

Project Cost: \$6,500,000.
Projected Timeline: Design and Permitting – March to October 2013
 Construction – November 2013 to August 2014
 Completion – August 2014
Estimated Useful Life: 39 years
Proceeds Needed: Sept 2013

Estimated Draw Schedule

Beginning Balance		6,500,000
3rd Qtr 2013	1,045,527	5,454,473
4th Qtr 2013	901,549	4,552,924
1st Qtr 2014	1,043,899	3,509,025
2nd Qtr 2014	1,273,999	2,235,026
3rd Qtr 2014	2,235,026	-

Board of Governors – Debt Management Guidelines

UCF Athletic Association

c) The sources and uses of funds, clearly depicting all costs, funding sources expected to be used to complete the project and the estimated amount of the debt to be issued.

The attached table provides the estimated sources and uses of funds for the proposed Series 2013 Bonds. The bonds are expected to be secured by a pledge of and lien on 5 percent of the Athletics Fee allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on premium seating revenues from the Baseball Stadium ("Premium Seating Revenues") and a pledge of and lien on \$500,000 of the amounts received from the university pursuant to a beverage agreement (the "Pouring Rights Agreement") currently between the University and Coca-Cola Refreshments USA, Inc., along with any future extensions or replacement beverage contracts. The UCFAA also may use donations associated with the Project to prepay a portion of the Series 2013 Bonds.

Sources and Uses of Funds		
UCF Athletic Association		
Revenue Bonds, Series 2013		
BAM Insured Rates as of EOD 1/28/2013 + 25 bps		
Preliminary / Subject to Change		
Dated Date	7/1/2013	
Delivery Date	7/1/2013	
Sources:		
Bond Proceeds:		
Par Amount		17,590,000.00
Net Original Issue Discount		-88,089.90
		17,501,910.10
Uses:		
Project Fund Deposits:		
Payoff Amount for 53rd Construction Note		7,045,000.00
New Money		9,000,000.00
		16,045,000.00
Other Fund Deposits:		
Debt Service Reserve Fund		1,050,400.00
Delivery Date Expenses:		
Cost of Issuance		169,303.74
Underwriter's Discount		105,540.00
Bond Insurance(50bps)		131,666.36
		406,510.10
		17,501,910.10

Appendix A, Item (c)

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- d) An estimated debt service schedule with the assumed interest rate on the debt clearly disclosed.

Estimated New Debt Service Schedule

The attached spreadsheet shows the estimated debt service associated with the Series 2013 Bonds. The financing assumes level annual debt service. The bonds assume a serial and term structure. Rates by maturity have also been included. The estimated average interest rate of 3.86 percent is based on current markets rates as of October 19th for an uninsured "A" rated bond plus 25 basis points.

Bond Debt Service			
UCF Athletic Association			
Revenue Bonds, Series 2013			
BAM Insured Rates as of EOD 1/28/2013 + 25 bps			
Preliminary / Subject to Change			
FY	Principal	Interest	Debt Service
2014	0	413,596.88	413,596.88
2015	495,000	545,893.75	1,040,893.75
2016	510,000	534,587.50	1,044,587.50
2017	520,000	523,000.00	1,043,000.00
2018	530,000	511,187.50	1,041,187.50
2019	545,000	499,093.75	1,044,093.75
2020	555,000	486,718.75	1,041,718.75
2021	565,000	473,412.50	1,038,412.50
2022	580,000	458,375.00	1,038,375.00
2023	600,000	441,400.00	1,041,400.00
2024	615,000	422,790.63	1,037,790.63
2025	635,000	402,862.51	1,037,862.51
2026	655,000	381,900.01	1,036,900.01
2027	675,000	360,287.51	1,035,287.51
2028	700,000	337,943.76	1,037,943.76
2029	720,000	314,868.76	1,034,868.76
2030	745,000	291,062.51	1,036,062.51
2031	770,000	266,443.76	1,036,443.76
2032	795,000	240,515.63	1,035,515.63
2033	820,000	213,262.50	1,033,262.50
2034	850,000	185,081.25	1,035,081.25
2035	875,000	154,878.13	1,029,878.13
2036	910,000	122,525.01	1,032,525.01
2037	940,000	88,993.76	1,028,993.76
2038	975,000	54,284.38	1,029,284.38
2039	1,010,000	18,306.25	1,028,306.25
	17,590,000	8,743,271.99	26,333,271.99

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- e) A description of the security supporting the repayment of the proposed debt and the lien position the debt will have on that security. If the lien is junior to any other debt, the senior debt must be described, and a description of why the debt is proposed to be issued on a junior lien basis must be provided. A statement citing the legal authority for the source of revenues securing repayment must be provided.

Description of Security

The Series 2013 Bonds secured by a pledge of and lien on 5 percent of the Athletics Fee pursuant to Florida Statutes 1009.24, allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on premium seating revenues from the Baseball Stadium ("Premium Seating Revenues") and a pledge of and lien on \$500,000 of the amounts received from the university pursuant to a beverage agreement (the "Pouring Rights Agreement") currently between the University and Coca-Cola Refreshments USA, Inc., along with any future extensions or replacement beverage contracts. The UCFAA also may use donations associated with the project to prepay a portion of the Series 2013 Bonds.

The legal authority to use these funds is pursuant to Florida Statutes 1010.62 –paragraph 3(a) including *"those revenues derived from or received in relation to sales and services of auxiliary enterprises or component units of the university"* and *"revenues from the activity and service fee and the athletic fee may be used to pay and secure revenue bonds except that the annual debt service shall not exceed an amount equal to 5 percent of the fees collected during the most recent 12 consecutive months for which collection information is available prior to the sale of the bonds."*

The Pouring Rights Agreement revenues are also permitted revenue sources pursuant to paragraph 3(a) *"Revenues received from or in relation to sales and services of Auxiliary enterprises."*

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- f) A five-year history, if available, and five-year projection of the revenues securing payment and debt service coverage and:
- i) to the extent applicable, the projections must be shown on the individual project as well as the entire system;
 - ii) all revenue items securing repayment must be shown as separate line items;
 - iii) an explanation should be provided with regard to growth assumptions, and to the amount and status of approval of any rate increases;
 - iv) the effect of the rate increases on the projections and expected revenues and expenses for the new facility should be shown as a separate line item;
 - v) if rate increases are necessary, a commitment must be made to increase rates to the needed levels; and
 - vi) major categories of any operating expenses should be shown as separate line items with an explanation of assumptions regarding increases or decreases.

Ten Year Financial Analysis – Revenue Securing Debt

Attached are two versions of the financial analysis showing a five-year history, and a five-year projection of the revenues that will be used to secure the debt. Version A uses the enrollment projections prepared by UCF's Office of University Analysis and Planning Support to determine the student fee revenue projections. Version B uses the enrollment for the 2012-13 year throughout the next five years to determine the student fee revenue projections.

Both versions project baseball premium seat sales at 50 percent (150 of 300 seats) of capacity in the premium seat area and a \$500,000 annual distribution from the University from its Pouring Rights Agreement.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

UCF Athletics Association, Inc.
History and Projection of Revenues Securing Payment
Version A - Based on current enrollment projections

	Actual					Projection						
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	
Total student fee revenue for UCFAA	\$14,608,022	\$15,614,184	\$17,466,918	\$18,818,806	\$19,638,714	\$20,661,816	\$21,325,423	\$22,236,661	\$23,727,346	\$24,456,345	\$24,211,781	
5% of fees allowed for security	\$ 730,401	\$ 780,709	\$ 873,346	\$ 940,940	\$ 981,936	\$ 1,033,091	\$ 1,066,271	\$ 1,111,833	\$ 1,186,367	\$ 1,222,817	\$ 1,210,589	
Baseball premium seats						-	75,000	75,000	75,000	75,000	75,000	
Beverage agreement distribution	230,000	230,000	280,000	280,000	280,000	500,000	500,000	500,000	500,000	500,000	500,000	
Total	\$ 960,401	\$ 1,010,709	\$ 1,153,346	\$ 1,220,940	\$ 1,261,936	\$ 1,533,091	\$ 1,641,271	\$ 1,686,833	\$ 1,761,367	\$ 1,797,817	\$ 1,785,589	

Estimated debt service

Debt coverage ratio

413,597 1,040,894 1,044,588 1,043,000 1,041,188
3.97 1.62 1.69 1.72 1.71

NOTES:

- 1) Projected student fee revenues through 2016-17 are based on 99% of the current SCH projections by the Office of University Analysis and Planning Support at The University of Central Florida, at the current \$13.44 per SCH rate. For 2017-18, a 1% reduction in SCH was used for the purposes of projecting student fee revenue. The initial term in the current contract between Coca-Cola and the University is scheduled to expire on June 30, 2017. Per the contract, there is the option for both parties to automatically extend for two additional five-year terms.
- 2) Baseball premium seats estimated at 50% of capacity sold.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

UCF Athletics Association, Inc. History and Projection of Revenues Securing Payment Version B - No enrollment growth

	Actual					Projection									
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18				
Total student fee revenue for UCFAA	\$14,608,022	\$15,614,184	\$17,466,918	\$18,818,806	\$19,638,714	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816				
5% of fees allowed for security	\$ 730,401	\$ 780,709	\$ 873,346	\$ 940,940	\$ 981,936	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091
Baseball premium seats						75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Beverage agreement distribution						500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Total	\$ 960,401	\$ 1,010,709	\$ 1,153,346	\$ 1,220,940	\$ 1,261,936	\$ 1,533,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091

Estimated debt service
Debt coverage ratio

413,597 1,040,894 1,044,588 1,043,000 1,041,188
3.89 1.54 1.54 1.54 1.54

NOTES:

- 1) Projected student fee revenues through 2016-17 are based on 99% of the 2012-13 SCH projections by the Office of University Analysis and Planning Support at The University of Central Florida, at the current \$13.44 per SCH rate. The initial term in the current contract between Coca-Cola and the University is scheduled to expire on June 30, 2017. Per the contract, there is the option for both parties to automatically extend for two additional five-year terms.
- 2) Baseball premium seats estimated at 50% of capacity sold

Board of Governors – Debt Management Guidelines

UCF Athletic Association

g) If a request is made to employ a negotiated method of sale, an analysis must be provided supporting the selection of this method that includes a discussion of the factors set forth in section IV of the BCG Debt Management Guidelines.

The Series 2013 Bonds are anticipated to be sold through a negotiated sale. A negotiated sale is necessary due to the relatively new pledge of annual Student Athletic Fees collections and the amounts to be received and the structure of the University's Pouring Rights Agreement. These revenue sources will require additional premarketing by the underwriter to insure a low interest rate. An analysis showing that a negotiated sale is desirable for the Series 2013 Bonds is attached below. While UCFAA expects to issue the Series 2013 Bonds on a negotiated basis, if UCFAA is able to secure a bond rating in the A+ or better category a competitive sale will be re-evaluated.

The selection of the underwriters for Series 2013 Bonds will be done through an RFP process.

The following are the reasons that favor a negotiated sale over a competitive Sale. Pursuant to the Board of Governors' analysis of:

Board of Governors – Debt Management Guidelines

UCF Athletic Association

Pledged Revenues	General obligations or strong revenue stream	Non-tax based on project supported revenues	N	The security source for the debt will be (1) a pledge of the 5 % of the Student Athletic Fee received by the University charged to students on a per credit hour basis (2) Premium Seating Revenues and (3) up to \$500,000 of the annual revenues received from the Pouring Rights Agreement including any renewals, extensions or replacement contract. The UCFAA anticipates using charitable contributions received under pledge agreements to prepay a portion the Series 2013 Bond under a special redemption provision. The rating agencies and bond investors are not as familiar with these revenue sources and thus may require additional education compared to more traditional revenue pledges such as parking and student housing revenues. Credit concerns are (1) a potential drop in student enrollment or number of credit hours will have a negative impact on Student Athletic Fees (2) restrictions on the ability to increase student fees and (3) the current beverage contract is only for 5 years with 2 five year extensions.
Security Structure	Conventional resolution and cash flow; rate covenant and coverage	Unusual or weak covenants	N	While the University can increase the Student Athletic Fee it is limited to the amount of potential increase under Florida Statutes 1009.24. Under the Statue the combined sum of the activity and

Appendix A, Item (g), Page 2 of 3

Board of Governors – Debt Management Guidelines

UCF Athletic Association

				service, health, and athletic fee shall not exceed 40% of the annual tuition. Within this 40% cap the University may not increase the aggregate sum of activity and service, health, and athletic fees more than 5% per year or the same percentage increase in tuition. This type of limited rate covenant favors a negotiated sale.
Debt Instrument	Traditional serial and term bonds, semi-annual interest and annual maturities	Use of innovative structuring, structure to attract particular investors	C/N	The Series 2013 Bond structure assumes a level principal and interest debt structure with standard 10 year call protection. The Series 2013 Bonds will also have either a cash funded debt service reserve ("DSR") or a DSR surety policy. This type of structure is standard in the bond market and should not be a major factor on whether the bonds are competitively or negotiated bid. Due to the desire to have the ability to prepay a portion of the bond at any time due to receipt of restricted donations the bonds will included a special mandatory redemption provision that will allow a portion of the bonds to be called at any time without penalty.
Size	A transaction the size of which the market is used to and can comfortably manage	A large size which the market cannot readily handle without the need to consolidate syndicates resulting in few bids	C/N	The size of the transaction should not be a major factor on whether the bonds are competitively or negotiated bid.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

2) The project program, feasibility studies or consultant reports (if available), and an explanation of how the proposed project is consistent with the university's mission.

The Project will consist of three components including: (i) financing the costs of constructing and equipping a 300 seat elevated covered terrace to be added to the existing baseball stadium, a new media and broadcast facility and related infrastructure (the "Stadium Improvements") (ii) the construction of a 22,000 square foot, two story athletic facility and related infrastructure (the "Athletics Building") and (iii) refinancing the costs of certain athletic facilities including track and field improvements, phase I baseball stadium improvements, softball stadium, rowing center, and a golf facility (the "Refinanced Improvements"). These improvements are consistent with UCF's mission to provide services that enhance the intellectual, cultural, environmental, and economic development of the metropolitan region.

Improving the UCF Baseball stadium at Jay Bergman Field will have a positive impact for UCF and the metropolitan region. The improvements will allow for increased capacity, improved patron experience, and increase the likelihood of hosting NCAA Postseason events, all of which will bring more visitors to campus.

Likewise, the addition of the larger, more modern media and broadcast facility will not only complement the phase I expansion by giving the baseball stadium a completed look, it will enhance the existing seating areas by providing a covered concourse and much-needed shade.

The proposed Athletics Building will contain the Student-Athlete Leadership Center that will offer UCF student-athletes further opportunity to grow academically and to prepare for a career in their chosen field. The Student-Athlete Leadership Center will house Academic Services for Student-Athletes, Student Services, Career Services, NCAA Compliance, and the Student-Athlete Leadership Institute, all of which provide educational and developmental programming for UCF's student-athletes. The Student-Athlete Leadership Center will contribute to developing stronger students and leaders within the UCF community and will also positively impact graduation rates, which will boost the national stature of the University. The Institute will also ensure stronger graduates, many of whom will obtain jobs in the Central Florida region, boosting the regional economy.

The Refinanced Improvements have provided many opportunities to expand and enhance the Universities athletic program consistent with its mission. Refinancing the cost of these improvements will improve the University's budgeting process by taking advantage of historically low fixed interest rates and adding stability to its budgeting process by reducing its exposure to variable interest rates.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

BOARD OF GOVERNORS STATE UNIVERSITY SYSTEM OF FLORIDA

Project Summary University of Central Florida

Project Summary:

The Project will consist of three components including: (i) financing the costs of constructing and equipping a 300 seat elevated covered terrace to be added to the existing baseball stadium, a new media and broadcast facility and related infrastructure (the "Stadium Improvements") (ii) the construction of a 22,000 square foot, two-story athletic facility and related infrastructure (the "Athletics Building") and (iii) refinancing the costs of certain athletic facilities including track and field improvements, phase I baseball stadium improvements, softball stadium, rowing center, and a golf facility (the "Refinanced Improvements").

Stadium Improvements

Project Description:

The Stadium Improvements constitute the second phase of improvements to the UCF Baseball Stadium. Phase II of the baseball stadium expansion project will add a 300-seat elevated terrace under roof directly behind home plate and a new media and broadcast facility.

Facility Site Location:

The proposed facility will be located on the University of Central Florida main campus in Orlando, Florida. The specific location is in the north section of campus consistent with the Campus Master Plan at the UCF Baseball Stadium.

Projected Timeline:

Design and Permitting – November 2012-May 2013
Construction – June 2013-January 2014
Completion – February 2014

Project Cost :

The construction of the proposed Stadium Improvements is estimated to be \$2,500,000.

Athletics Building

Project Description:

The Athletics Building will consist of a 22,000 square-foot, two-story facility that will house the new Wayne Densch Student-Athlete Leadership Center and office suites for the NCAA compliance staff, athletics student-services, and career services. Currently these services are provided on the south end of campus in the Wayne Densch Sports Center Buildings 38 and 39.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

This Athletics Building has been in discussion for several years, and with the focal point of Knights Athletics shifting to the northeast quadrant of campus, completion of this facility is desirable to locate these important facilities and services near the other athletic program facilities.

Facility Site Location:

The Athletics Building will be located on the University of Central Florida main campus in Orlando, Florida. The specific location is in the north section of campus consistent with the Campus Master Plan, and adjacent to the east side of Bright House Networks Stadium.

Projected Timeline:

Design and Permitting – April to August 2013
Construction – September 2013 to June 2014
Completion – June 2014

Project Cost:

The construction of the Athletics Building is estimated at a total cost of \$6,500,000.

Refinanced Improvements

Project Description:

To refinance the costs to construct, upgrade and expand the Refinanced Improvements that were originally financed in whole or in part by a construction line of credit with Fifth Third Bank entered into in 2004 (the "LOC").

Facility Site Location:

The Refinanced Improvements, other than the golf facility and the rowing facility are located on the University of Central Florida main campus in Orlando, Florida. The golf facility is located Twin Rivers Golf Club and the rowing facility is located on Lake Pickett.

Projected Timeline:

The Refinanced Facilities have all been completed and placed in service.

Project Cost:

The current outstanding balance on the LOC is \$7,500,000 and with quarterly amortization payments is expected to be \$7,000,000 by the time of closing.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

Combined Debt Issue

Financing Structure:

Security/Lien Structure:

The Debt is being structured with a fixed rate long term bond issue with a final maturity no later than 25 years (the "Series 2013 Debt") secured by a pledge of and lien on 5 percent of the Athletics Fee allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on premium seating revenues from the Baseball Stadium ("Premium Seating Revenues") and a pledge of and lien on amounts received from the university pursuant to a beverage agreement (the "Pouring Rights Agreement") currently between the University and Cocoa-Cola Refreshments USA, Inc, along with any future extensions or replacement beverage contracts. The University is legally authorized to secure the Debt with the revenues to be pledged pursuant to section 1010.62, Florida Statutes. The University is also committed to ensuring that sufficient revenues will be generated to fulfill the University's obligations with respect to the Debt.

Pledged Revenues and

Debt Service Coverage:

Based on current projections given by the Office of University Analysis and Planning Support at UCF, 5 percent of student fees will range from \$1,066,271 to \$1,222,817 per fiscal year. The annual commission distribution from the University's Pouring Rights Agreement to UCFAA is estimated to be approximately \$500,000. Premium seat sales, using 50 percent sales of available seats, will be \$75,000. With these projections, debt service coverage would be between 1.43x and 1.56x over the first five years.

If more conservative projections are used for student enrollment, 5 percent of student fees would be \$1,033,091 each year for five years. With beverage and premium seat revenues at \$500,000 and \$75,000, respectively, the debt service coverage would be at 1.40x.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- 3) Estimated project cost, with schedules including start and completion dates, estimated useful life, and the date bond proceeds are required.

Stadium Improvements

Project Cost: \$2,500,000.
Projected Timeline: Design and Permitting – November 2012-May 2013
 Construction – July 2013-January 2014
 Completion – February 2014
Estimated Useful Life: 39 years
Proceeds Needed: July 2013

Estimated Draw Schedule

Beginning Balance		2,500,000
3rd Qtr 2013	611,912	1,888,088
4rd Qtr 2013	312,075	1,576,013
1st Qtr 2014	361,350	1,214,662
2st Qtr 2014	441,000	773,663
3rd Qtr 2014	773,663	-

Athletics Building

Project Cost: \$6,500,000.
Projected Timeline: Design and Permitting –March to October 2013
 Construction – November 2013 to August 2014
 Completion – August 2014
Estimated Useful Life: 39 years
Proceeds Needed: Sept 2013

Estimated Draw Schedule

Beginning Balance		6,500,000
3st Qtr 2013	1,045,527	5,454,473
4rd Qtr 2013	901,549	4,552,924
1st Qtr 2014	1,043,899	3,509,025
2st Qtr 2014	1,273,999	2,235,026
3rd Qtr 2014	2,235,026	-

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- 4) The sources and uses of funds, clearly depicting all costs, funding sources expected to be used to complete the project and the estimated amount of the debt to be issued.

The attached table provides the estimated sources and uses of funds for the proposed Series 2013 Bonds. The bonds are expected to be secured by a pledge of and lien on 5 percent of the Athletics Fee allowed to be pledged under 1010.62, Florida Statutes, a pledge of and lien on premium seating revenues from the Baseball Stadium ("Premium Seating Revenues") and a pledge of and lien on \$500,000 of the amounts received from the university pursuant to a beverage agreement (the "Pouring Rights Agreement") currently between the University and Coca-Cola Refreshments USA, Inc, along with any future extensions or replacement beverage contracts. The UCFAA also may use donations associated with the Project to prepay a portion of the Series 2013 Bonds.

Sources and Uses of Funds		
UCF Athletic Association		
Revenue Bonds, Series 2013		
BAM Insured Rates as of EOD 1/28/2013 + 25 bps		
Preliminary / Subject to Change		
Dated Date	7/1/2013	
Delivery Date	7/1/2013	
Sources:		
Bond Proceeds:		
Par Amount		17,590,000.00
Net Original Issue Discount		-88,089.90
		17,501,910.10
Uses:		
Project Fund Deposits:		
Payoff Amount for 53rd Construction Note		7,045,000.00
New Money		9,000,000.00
		16,045,000.00
Other Fund Deposits:		
Debt Service Reserve Fund		1,050,400.00
Delivery Date Expenses:		
Cost of Issuance		169,303.74
Underwriter's Discount		105,540.00
Bond Insurance(50bps)		131,666.36
		406,510.10
		17,501,910.10

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- 5) An estimated debt service schedule with the assumed interest rate on the debt clearly disclosed.

Estimated New Debt Service Schedule

The attached spreadsheet shows the estimated debt service associated with the Series 2013 Bonds. The financing assumes level annual debt service. The bonds assume a serial and term structure. Rates by maturity have also been included. The estimated average interest rate of 3.86 percent is based on current markets rates as of October 19th for an uninsured "A" rated bond plus 25 basis points.

Bond Debt Service
UCF Athletic Association
Revenue Bonds, Series 2013
BAM Insured Rates as of EOD 1/28/2013 + 25 bps
Preliminary / Subject to Change

FY	Principal	Interest	Debt Service
2014	0	413,596.88	413,596.88
2015	495,000	545,893.75	1,040,893.75
2016	510,000	534,587.50	1,044,587.50
2017	520,000	523,000.00	1,043,000.00
2018	530,000	511,187.50	1,041,187.50
2019	545,000	499,093.75	1,044,093.75
2020	555,000	486,718.75	1,041,718.75
2021	565,000	473,412.50	1,038,412.50
2022	580,000	458,375.00	1,038,375.00
2023	600,000	441,400.00	1,041,400.00
2024	615,000	422,790.63	1,037,790.63
2025	635,000	402,862.51	1,037,862.51
2026	655,000	381,900.01	1,036,900.01
2027	675,000	360,287.51	1,035,287.51
2028	700,000	337,943.76	1,037,943.76
2029	720,000	314,868.76	1,034,868.76
2030	745,000	291,062.51	1,036,062.51
2031	770,000	266,443.76	1,036,443.76
2032	795,000	240,515.63	1,035,515.63
2033	820,000	213,262.50	1,033,262.50
2034	850,000	185,081.25	1,035,081.25
2035	875,000	154,878.13	1,029,878.13
2036	910,000	122,525.01	1,032,525.01
2037	940,000	88,993.76	1,028,993.76
2038	975,000	54,284.38	1,029,284.38
2039	1,010,000	18,306.25	1,028,306.25
	17,590,000	8,743,271.99	26,333,271.99

Board of Governors – Debt Management Guidelines

UCF Athletic Association

6) One consolidated debt service schedule separately showing all outstanding debt related to or impacting the proposed debt, the new debt and the new estimated total debt service.

N/A. There is no outstanding debt that is related or will be impacted by the proposed debt.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- 7) A description of the security supporting the repayment of the proposed debt and the lien position the debt will have on that security. If the lien is junior to any other debt, the senior debt must be described, and a description of why the debt is proposed to be issued on a junior lien basis must be provided. A statement citing the legal authority for the source of revenues securing repayment must be provided.

Description of Security

The Series 2013 Bonds secured by a pledge of and lien on 5 percent of the Athletics Fee pursuant to Florida Statutes 1009.24, Florida Statutes, allowed to be pledged under 1010.62, a pledge of and lien on premium seating revenues from the Baseball Stadium ("Premium Seating Revenues") and a pledge of and lien on \$500,000 of the amounts received from the university pursuant to a beverage agreement (the "Pouring Rights Agreement") currently between the University and Coca-Cola Refreshments USA, Inc., along with any future extensions or replacement beverage contracts. The UCFAA also may use donations associated with the project to prepay a portion of the Series 2013 Bonds.

The legal authority to use these funds is pursuant to Florida Statutes 1010. 62 –paragraph 3(a) including *"those revenues derived from or received in relation to sales and services of auxiliary enterprises or component units of the university"* and *"revenues from the activity and service fee and the athletic fee may be used to pay and secure revenue bonds except that the annual debt service shall not exceed an amount equal to 5 percent of the fees collected during the most recent 12 consecutive months for which collection information is available prior to the sale of the bonds."*

The Pouring Rights Agreement revenues are also permitted revenue sources pursuant to paragraph 3(a) *"Revenues received from or in relation to sales and services of Auxiliary enterprises."*

Board of Governors – Debt Management Guidelines

UCF Athletic Association

- 8) If debt is to be incurred on a parity basis with outstanding debt, a schedule showing estimated compliance with any additional bonds requirement set forth in the documents governing the outstanding debt. The applicable provisions of the documents for bonds of DSOs should be provided.

Parity Basis Security

There are no other obligations currently secured on parity with the Series 2013 Bonds.

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Board of Governors – Debt Management Guidelines

UCF Athletic Association

- 9) Financial statements for five years, if available, for the auxiliary, if revenues are pledged.

UCFAA Financial Statements

Attached are the UCFAA Financial Statements from the previous five years.

Attachment I

UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF NET ASSETS
JUNE 30, 2008

ASSETS

Current assets	
Cash and cash equivalents	\$ 3,178,517
Accounts receivable, net	948,533
Due from the University of Central Florida	716,991
Due from the University of Central Florida Foundation, Inc.	345,890
Due from the Golden Knights Corporation	805,796
Due from the UCF Convocation Corporation	21,073
Prepaid expenses and other current assets	68,667
Total current assets	<u>6,085,467</u>
Noncurrent assets	
Capital assets, net of accumulated depreciation	12,305,842
Capital assets not being depreciated	2,463,880
Total noncurrent assets	<u>14,769,722</u>
Total Assets	<u><u>\$ 20,855,189</u></u>

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	\$ 1,018,073
Due to the University of Central Florida Foundation, Inc.	279,384
Due to the Golden Knights Corporation	39,727
Deferred ticket revenue	3,896,837
Line of credit	5,386,610
Current portion of compensated absences	73,600
Current portion of capital lease payable	34,570
Total current liabilities	<u>10,728,801</u>
Noncurrent liabilities	
Notes and interest payable to the University of Central Florida	10,345,852
Capital lease payable, less current portion	64,363
Compensated absences, less current portion	299,546
Total noncurrent liabilities	<u>10,709,761</u>
Total liabilities	<u><u>21,438,562</u></u>

NET ASSETS

Net assets	
Invested in capital assets, net of related debt	9,284,179
Unrestricted	(9,867,552)
Total net assets	<u><u>\$ (583,373)</u></u>

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I

UCF ATHLETICS ASSOCIATION, INC. STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS FOR THE YEAR ENDED JUNE 30, 2008

Operating revenues	
Student athletic fees	\$ 14,608,022
Game tickets	5,795,696
Conference and NCAA distributions	3,306,857
Out-of-state fee waivers	1,769,110
Sponsorships	1,753,086
Other	783,794
Game guarantees	634,000
Surcharge on game tickets	350,264
Total operating revenues	<u>29,000,829</u>
Operating expenses	
Salaries and benefits	11,526,812
Scholarships	4,386,974
Travel	3,541,618
Independent contractors	2,410,429
Athletic supplies and subsistence	2,153,447
Out-of-state fee waivers	1,769,110
Other general and administrative expenses	952,815
Depreciation and amortization	823,402
Rents and leases	675,204
Office expenses	582,917
Utilities	452,212
Insurance	417,621
Repairs and maintenance	329,699
Printing	273,650
Game guarantees	247,619
Telephone	246,394
Other sports team expenses	189,052
Professional fees	109,784
University overhead	100,000
Fundraising expenses	86,268
Total operating expenses	<u>31,275,027</u>
Operating loss	<u>(2,274,198)</u>
Nonoperating revenues (expenses)	
Contributions from the University of Central Florida - Gender Equity Allocation	268,359
Contributions	3,746,910
Transfers to the Golden Knights Corporation, net	(1,645,865)
Transfers from the UCF Convocation Corporation	610,282
Transfer to the University of Central Florida Foundation, Inc.	(269,169)
Interest income	82,751
Interest expense	(676,635)
Gain of sale of capital assets	6,449
Total nonoperating revenues (expenses)	<u>2,123,082</u>
Decrease in net assets	<u>(151,116)</u>
Net assets, beginning of year	<u>(432,257)</u>
Net assets, end of year	<u>\$ (583,373)</u>

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I
UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF NET ASSETS
JUNE 30, 2009

ASSETS

Current assets	\$ 4,153,895
Cash and cash equivalents	1,634,673
Accounts receivable, net	374,397
Due from the University of Central Florida Foundation, Inc.	230,304
Due from the Golden Knights Corporation	47,520
Due from the UCF Convocation Corporation	59,649
Prepaid expenses and other current assets	<u>6,500,438</u>
Total current assets	
Noncurrent assets	444,525
Due from the University of Central Florida Foundation, Inc.	16,326,195
Capital assets, net of accumulated depreciation	700,272
Capital assets not being depreciated	<u>17,470,992</u>
Total noncurrent assets	
Total Assets	<u><u>\$ 23,971,430</u></u>

LIABILITIES AND NET ASSETS

Current liabilities	\$ 722,034
Accounts payable and accrued expenses	47,610
Due to the University of Central Florida Foundation, Inc.	4,055,398
Deferred ticket revenue	7,645,930
Line of credit	37,847
Current portion of compensated absences	2,633,026
Current portion of long term debt	26,044
Current portion of capital lease payable	<u>15,167,889</u>
Total current liabilities	
Noncurrent liabilities	8,366,073
Notes payable to the University of Central Florida, less current portion	762,307
Long term debt, less current portion	39,530
Capital lease payable, less current portion	360,619
Compensated absences, less current portion	<u>9,528,529</u>
Total noncurrent liabilities	
Total liabilities	<u><u>24,696,418</u></u>

NET ASSETS

Net assets	9,006,994
Invested in capital assets, net of related debt	(9,731,982)
Unrestricted	<u>\$ (724,988)</u>
Total net assets	

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I

**UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2009**

Operating revenues	\$ 15,614,184
Student athletic fees	5,906,046
Game tickets	2,868,957
Conference and NCAA distributions	1,871,500
Out-of-state fee waivers	1,935,264
Sponsorships	2,986,874
Contributions	568,060
Other	964,629
Game guarantees	369,001
Surcharge on game tickets	<u>33,084,515</u>
Total operating revenues	
Operating expenses	11,457,977
Salaries and benefits	4,116,131
Scholarships	3,113,851
Travel	3,282,686
Independent contractors	2,220,547
Athletic supplies and subsistence	1,871,500
Out-of-state fee waivers	626,921
Other general and administrative expenses	907,047
Depreciation and amortization	963,770
Rents and leases	416,765
Office expenses	570,173
Utilities	344,278
Insurance	257,094
Repairs and maintenance	222,783
Printing	1,064,359
Game guarantees	293,562
Telephone	104,676
Other sports team expenses	89,634
Professional fees	100,000
University overhead	<u>32,023,754</u>
Total operating expenses	
	<u>1,060,761</u>
Operating income	
Nonoperating revenues (expenses)	268,359
Contributions from the University of Central Florida - Gender Equity Allocation	562,452
Capital contributions from the University of Central Florida Foundation, Inc.	(125,000)
Contribution expense to other UCF Organizations	(1,348,770)
Transfers to the Golden Knights Corporation, net	42,206
Interest income	(601,623)
Interest expense	<u>(1,202,376)</u>
Total nonoperating revenues (expenses)	
	<u>(141,615)</u>
Decrease in net assets	(583,373)
Net assets, beginning of year	\$ (724,988)
Net assets, end of year	\$ (724,988)

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I
UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF NET ASSETS
JUNE 30, 2010

ASSETS

Current assets	
Cash and cash equivalents	\$ 2,862,957
Accounts receivable, net	1,865,323
Due from the University of Central Florida Foundation, Inc.	172,708
Due from the UCF Convocation Corporation	9,560
Prepaid expenses and other current assets	980,713
Total current assets	<u>5,891,261</u>
Noncurrent assets	
Due from the University of Central Florida Foundation, Inc.	282,850
Capital assets, net of accumulated depreciation	15,776,033
Capital assets not being depreciated	809,779
Total noncurrent assets	<u>16,868,662</u>
Total Assets	<u><u>\$ 22,759,923</u></u>

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	\$ 680,638
Due to the UCF Convocation Corporation	291,000
Deferred ticket revenue	3,580,193
Line of credit	7,348,181
Current portion of compensated absences	119,710
Current portion of long term debt	336,442
Current portion of capital lease payable	21,444
Total current liabilities	<u>12,377,608</u>
Noncurrent liabilities	
Notes payable to the University of Central Florida, less current portion	10,353,876
Long term debt, less current portion	237,411
Capital lease payable, less current portion	20,895
Compensated absences, less current portion	433,206
Total noncurrent liabilities	<u>11,045,388</u>
Total liabilities	<u><u>23,422,996</u></u>

NET ASSETS

Net assets	
Invested in capital assets, net of related debt	8,930,210
Unrestricted	(9,593,283)
Total net assets	<u><u>\$ (663,073)</u></u>

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I

**UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2010**

Operating revenues	\$ 17,466,918
Student athletic fees	6,081,702
Game tickets	3,337,076
Conference and NCAA distributions	1,882,629
Out-of-state fee waivers	2,318,724
Sponsorships	3,634,842
Contributions	523,747
Other	444,839
Game guarantees	<u>35,690,477</u>
Total operating revenues	
Operating expenses	11,716,855
Salaries and benefits	4,280,845
Scholarships	2,961,585
Travel	3,369,859
Independent contractors	1,768,586
Athletic supplies and subsistence	1,882,629
Out-of-state fee waivers	813,889
Other general and administrative expenses	910,653
Depreciation and amortization	846,924
Rents and leases	616,380
Office expenses	350,459
Utilities	550,517
Insurance	291,133
Repairs and maintenance	165,621
Printing	1,080,122
Game guarantees	269,154
Telephone	65,754
Other sports team expenses	103,897
Professional fees	100,000
University overhead	<u>32,144,862</u>
Total operating expenses	
	<u>3,545,615</u>
Operating income	
Nonoperating revenues (expenses)	268,359
Contributions from the University of Central Florida - Gender Equity Allocation	(1,583,263)
Contribution expense to other UCF Organizations	(1,613,034)
Transfers to the Golden Knights Corporation, net	36,641
Interest income	(617,147)
Interest expense	24,744
Gain of sale of capital assets	<u>(3,483,700)</u>
Total nonoperating revenues (expenses)	
	61,915
Increase in net assets	
	(724,988)
Net assets, beginning of year	
Net assets, end of year	<u>\$ (663,073)</u>

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I
UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF NET ASSETS
JUNE 30, 2011

ASSETS

Current assets	
Cash and cash equivalents	\$ 2,166,224
Accounts receivable, net	1,467,122
Due from the University of Central Florida Foundation, Inc.	325,053
Due from the UCF Convocation Corporation	39,580
Due from the Golden Knights Corporation	27,858
Prepaid expenses and other current assets	298,530
Total current assets	<u>4,324,367</u>
Noncurrent assets	
Due from the University of Central Florida Foundation, Inc.	137,110
Capital assets, net of accumulated depreciation	16,159,059
Capital assets not being depreciated	704,772
Total noncurrent assets	<u>17,000,941</u>
Total assets	<u>21,325,308</u>

LIABILITIES

Current liabilities	
Accounts payable and accrued expenses	1,214,504
Due to the University of Central Florida Foundation, Inc.	12,941
Due to the Golden Knights Corporation	10,000
Deferred ticket revenue	2,728,026
Line of credit	7,143,181
Current portion of compensated absences	139,774
Current portion of long term debt	27,818
Capital lease payable	17,292
Total current liabilities	<u>11,293,536</u>
Noncurrent liabilities	
Notes payable to the University of Central Florida	10,353,159
Long term debt, less current portion	199,300
Compensated absences, less current portion	360,639
Total noncurrent liabilities	<u>10,913,098</u>
Total liabilities	<u>22,206,634</u>

NET ASSETS

Net assets	
Invested in capital assets, net of related debt	9,476,240
Unrestricted	(10,357,566)
Total net assets	<u>\$ (881,326)</u>

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I

UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2011

Operating revenues	\$ 18,818,806
Student athletic fees	5,211,120
Game tickets	3,826,564
Conference and NCAA distributions	2,045,448
Out-of-state fee waivers	2,686,010
Sponsorships	3,403,831
Contributions	488,094
Other	662,550
Game guarantees	<u>37,142,423</u>
Total operating revenues	
Operating expenses	12,343,862
Salaries and benefits	4,535,602
Scholarships	3,522,994
Travel	3,556,934
Independent contractors	2,660,085
Athletic supplies and subsistence	2,045,448
Out-of-state fee waivers	1,357,276
Other general and administrative expenses	875,386
Depreciation and amortization	853,110
Rents and leases	504,299
Office expenses	447,375
Utilities	611,851
Insurance	265,355
Repairs and maintenance	132,383
Printing	933,179
Game guarantees	267,874
Telephone	122,031
Other sports team expenses	100,000
University overhead	<u>35,135,044</u>
Total operating expenses	
Operating income	<u>2,007,379</u>
Nonoperating revenues (expenses)	268,359
Contributions from the University of Central Florida - Gender Equity Allocation	378,751
Transfers from the University of Central Florida	(1,231,017)
Contribution expense to other UCF Organizations	(1,229,207)
Transfers to the Golden Knights Corporation, net	32,030
Interest income	(444,548)
Interest expense	<u>(2,225,632)</u>
Total nonoperating revenues (expenses)	
	<u>(218,253)</u>
Decrease in net assets	(663,073)
Net assets, beginning of year	\$ (881,326)
Net assets, end of year	<u><u>\$ (881,326)</u></u>

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I

UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF NET ASSETS
JUNE 30, 2012

ASSETS

Current assets	
Cash and cash equivalents	\$ 1,870,390
Accounts receivable, net	3,534,996
Due from the University of Central Florida Foundation, Inc.	372,948
Due from the Golden Knights Corporation	204,000
Prepaid expenses and other current assets	288,185
Total current assets	<u>6,270,519</u>
Noncurrent assets	
Capital assets, net of accumulated depreciation	16,092,800
Capital assets not being depreciated	744,007
Total noncurrent assets	<u>16,836,807</u>
Total assets	<u><u>\$ 23,107,326</u></u>

LIABILITIES

Current liabilities	
Accounts payable and accrued expenses	\$ 1,088,863
Due to the University of Central Florida Foundation, Inc.	2,018
Due to the Golden Knights Corporation	204,000
Due to the University of Central Florida	1,810,022
Due to the UCF Convocation Corporation	45,083
Deferred ticket revenue	2,254,419
Line of credit	7,445,113
Current portion of compensated absences	121,131
Current portion of long term debt	29,234
Total current liabilities	<u>12,999,883</u>
Noncurrent liabilities	
Notes payable to the University of Central Florida	10,533,049
Long term debt, less current portion	170,066
Compensated absences, less current portion	273,568
Total noncurrent liabilities	<u>10,976,683</u>
Total liabilities	<u><u>\$ 23,976,566</u></u>

NET ASSETS

Net assets	
Invested in capital assets, net of related debt	\$ 9,192,394
Unrestricted	(10,061,634)
Total net assets	<u><u>\$ (869,240)</u></u>

The accompanying notes to financial statements
are an integral part of this statement.

Attachment I

**UCF ATHLETICS ASSOCIATION, INC.
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2012**

Operating revenues	\$ 19,638,714
Student athletic fees	4,493,811
Game tickets	2,902,090
Conference and NCAA distributions	1,979,618
Out-of-state fee waivers	2,659,056
Sponsorships	2,650,731
Contributions	1,331,582
Other	1,185,164
Game guarantees	<u>36,840,766</u>
Total operating revenues	
Operating expenses	12,539,372
Salaries and benefits	4,705,651
Scholarships	3,496,783
Travel	3,935,582
Independent contractors	2,034,298
Athletic supplies and subsistence	1,979,618
Out-of-state fee waivers	680,905
Other general and administrative expenses	839,179
Depreciation and amortization	863,108
Rents and leases	521,145
Office expenses	456,337
Utilities	637,733
Insurance	212,673
Repairs and maintenance	117,148
Printing	959,784
Game guarantees	277,729
Telephone	67,434
Other sports team expenses	100,000
University overhead	<u>34,424,479</u>
Total operating expenses	
	<u>2,416,287</u>
Operating income	
Nonoperating revenues (expenses)	268,359
Contributions from the University of Central Florida - Gender Equity Allocation	(55,000)
Contribution expense to other UCF Organizations	(2,325,486)
Transfers to the Golden Knights Corporation, net	34,901
Interest income	(326,975)
Interest expense	<u>(2,404,201)</u>
Total nonoperating revenues (expenses)	
	<u>12,086</u>
Increase in net assets	
	(881,326)
Net assets, beginning of year	
	<u>\$ (869,240)</u>
Net assets, end of year	

The accompanying notes to financial statements
are an integral part of this statement.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

10) A five-year history, if available, and five-year projection of the revenues securing payment and debt service coverage, and:

- i) to the extent applicable, the projections must be shown on the individual project as well as the entire system;
- ii) all revenue items securing repayment must be shown as separate line items;
- iii) an explanation should be provided with regard to growth assumptions and to the amount and status of approval of any rate increases;
- iv) the effect of the rate increases on the projections and expected revenues and expenses for the new facility should be shown as a separate line item;
- v) if rate increases are necessary, a commitment must be made to increase rates to the needed levels; and
- vi) major categories of any operating expenses should be shown as separate line items with an explanation of assumptions regarding increases or decreases.

Ten Year Financial Analysis – Revenue Securing Debt

Attached are two versions of the financial analysis showing a five-year history, and a five-year projection of the revenues that will be used to secure the debt. Version A uses the enrollment projections prepared by UCF's Office of University Analysis and Planning Support to determine the student fee revenue projections. Version B uses the enrollment for the 2012-13 year throughout the next five years to determine the student fee revenue projections.

Both versions project baseball premium seat sales at 50 percent (150 of 300 seats) of capacity in the premium seat area and a \$500,000 annual distribution from the University from its Pouring Rights Agreement.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

UCF Athletics Association, Inc. History and Projection of Revenues Securing Payment Version A - Based on current enrollment projections

	Actual					Projection						
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	
Total student fee revenue for UCFAA	\$14,608,022	\$15,614,184	\$17,466,918	\$18,818,806	\$19,638,714	\$20,661,816	\$21,325,423	\$22,236,661	\$23,727,346	\$24,456,345	\$24,211,781	
5% of fees allowed for security	\$ 730,401	\$ 780,709	\$ 873,346	\$ 940,940	\$ 981,936	\$ 1,033,091	\$ 1,066,271	\$ 1,111,833	\$ 1,186,367	\$ 1,222,817	\$ 1,210,589	
Baseball premium seats						-	75,000	75,000	75,000	75,000	75,000	
Beverage agreement distribution	230,000	230,000	280,000	280,000	280,000	500,000	500,000	500,000	500,000	500,000	500,000	
Total	\$ 960,401	\$ 1,010,709	\$ 1,153,346	\$ 1,220,940	\$ 1,261,936	\$ 1,533,091	\$ 1,641,271	\$ 1,686,833	\$ 1,761,367	\$ 1,797,817	\$ 1,785,589	

Estimated debt service

Debt coverage ratio

	413,597	1,040,894	1,044,588	1,043,000	1,041,188
	3.97	1.62	1.69	1.72	1.71

NOTES:

- 1) Projected student fee revenues through 2016-17 are based on 99% of the current SCH projections by the Office of University Analysis and Planning Support at The University of Central Florida, at the current \$13.44 per SCH rate. For 2017-18, a 1% reduction in SCH was used for the purposes of projecting student fee revenue. The initial term in the current contract between Coca-Cola and the University is scheduled to expire on June 30, 2017. Per the contract, there is the option for both parties to automatically extend for two additional five-year terms.
- 2) Baseball premium seats estimated at 50% of capacity sold.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

UCF Athletics Association, Inc. History and Projection of Revenues Securing Payment Version B - No enrollment growth

	Actual					Projection							
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18		
Total student fee revenue for UCFAA	\$14,608,022	\$15,614,184	\$17,466,918	\$18,818,806	\$19,638,714	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816	\$20,661,816		
5% of fees allowed for security	\$ 730,401	\$ 780,709	\$ 873,346	\$ 940,940	\$ 981,936	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091	\$ 1,033,091		
Baseball premium seats						75,000	75,000	75,000	75,000	75,000	75,000		
Beverage agreement distribution	230,000	230,000	280,000	280,000	280,000	500,000	500,000	500,000	500,000	500,000	500,000		
Total	\$ 960,401	\$ 1,010,709	\$ 1,153,346	\$ 1,220,940	\$ 1,261,936	\$ 1,533,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091	\$ 1,608,091		
Estimated debt service							413,597	1,040,894	1,044,588	1,043,000	1,041,188		
<i>Debt coverage ratio</i>							<i>3.89</i>	<i>1.54</i>	<i>1.54</i>	<i>1.54</i>	<i>1.54</i>		

NOTES:

- 1) Projected student fee revenues through 2016-17 are based on 99% of the 2012-13 SCH projections by the Office of University Analysis and Planning Support at The University of Central Florida, at the current \$13.44 per SCH rate. The initial term in the current contract between Coca-Cola and the University is scheduled to expire on June 30, 2017. Per the contract, there is the option for both parties to automatically extend for two additional five-year terms.
- 2) Baseball premium seats estimated at 50% of capacity sold

Board of Governors – Debt Management Guidelines

UCF Athletic Association

11) Evidence that the project is consistent with the university's master plan, or a statement that the project is not required to be in the master plan.

The Wayne Densch Center for Student-Athlete Leadership is project number 106 on the University's Master Plan.

The baseball stadium expansion project is project number 113 on the University's Master Plan.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

For variable rate debt proposals:

- i) the expected reduction in total borrowing costs based on comparison of fixed versus variable interest rates;
- ii) a variable rate debt management plan that addresses liquidity and interest rate risks and provides, at a minimum: a description of budgetary controls, a description of liquidity arrangements, a discussion of why the amount of variable rate debt being proposed is appropriate, and a plan for hedging interest rate exposure. *If interest rate risks are to be mitigated by the use of derivatives, then evidence that the counterparty is rated at a minimum of an A/A1 and a swap management plan as set forth in the Board's Debt Management Guidelines must be submitted.*
- iii) a pro forma showing the fiscal feasibility of the project using current market interest rates plus 200 basis point;
- iv) the total amount of variable rate debt including the proposed debt as a percentage of the total amount of university and DSO debt outstanding; and
- v) the individual or position that will be responsible for the reporting requirements for variable rate debt as set forth in these guidelines.

The financing will be a fixed rate bond issue for the life of the financing.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

13) If the financing is contemplated to be done on a taxable basis, submit evidence demonstrating that the issuance of taxable debt is in the best interest of the university.

All of the components of the Project qualify for tax-exempt financing. It is the goal of UCFAA to finance this project completely on a tax-exempt basis.

DRAFT

Board of Governors – Debt Management Guidelines

UCF Athletic Association

14) A statement explaining whether legislative approval is required, and if required, an explanation as to when legislative approval will be sought or evidence that legislative approval has already been obtained.

Both projects were approved and included in the 2011 appropriations bill.

Ch. 2011-69 LAWS OF FLORIDA Ch. 2011-69

SECTION 10. Pursuant to section 1010.62, Florida Statutes, and section 11(d) and (f), Art. VII of the State Constitution, the following fixed capital outlay projects may be constructed, acquired, and financed by a university or university direct support organization. Financing mechanisms include any form of approved debt or bonds authorized by the Board of Governors.

UF University Athletic Association
(UAA) projects FSU Research and
Development Facility - Number Four FSU
Italian Study Center
FSU Free Electron Laser Laboratory
USF Tennis Complex
UCF Strategic Land and Property Purchase
UCF Brighthouse Networks Tower Expansion
UCF Academic Center
UCF Athletics Facilities Expansion
FIU Department of Health/FIU Public Health Building

Board of Governors – Debt Management Guidelines

UCF Athletic Association

15) A statement that the debt issuance is in accordance with the university's debt management policy or, if not, an explanation of the specific variances as well as the reasons supporting the variances.

The debt issuance is in compliance with the University's Debt Management Policy.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

16) If a request is made to employ a negotiated method of sale, an analysis must be provided supporting the selection of this method that includes a discussion of the factors set forth in section IV of the BOC Debt Management Guidelines.

The Series 2013 Bonds are anticipated to be sold through a negotiated sale. A negotiated sale is necessary due to the relatively new pledge of annual Student Athletic Fees collections and the amounts to be received and the structure of the University's Pouring Rights Agreement. These revenue sources will require additional premarketing by the underwriter to insure a low interest rate. An analysis showing that a negotiated sale is desirable for the Series 2013 Bonds is attached below. While UCFAA expects to issue the Series 2013 Bonds on a negotiated basis, if UCFAA is able to secure a bond rating in the A+ or better category a competitive sale will be re-evaluated.

The selection of the underwriters for Series 2013 Bonds will be done through an RFP process.

The following are the reasons that favor a negotiated sale over a competitive Sale. Pursuant to the Board of Governors' analysis of:

Board of Governors – Debt Management Guidelines

UCF Athletic Association

Pledged Revenues	General obligations or strong revenue stream	Non-tax based on project supported revenues	N	The security source for the debt will be (1) a pledge of the 5 % of the Student Athletic Fee received by the University charged to students on a per credit hour basis (2) Premium Seating Revenues and (3) up to \$500,000 of the annual revenues received from the Pouring Rights Agreement including any renewals, extensions or replacement contract. The UCFAA anticipates using charitable contributions received under pledge agreements to prepay a portion the Series 2013 Bond under a special redemption provision. The rating agencies and bond investors are not as familiar with these revenue sources and thus may require additional education compared to more traditional revenue pledges such as parking and student housing revenues. Credit concerns are (1) a potential drop in student enrollment or number of credit hours will have a negative impact on Student Athletic Fees (2) restrictions on the ability to increase student fees and (3) the current beverage contract is only for 5 years with 2 five year extensions.
Security Structure	Conventional resolution and cash flow; rate covenant and coverage	Unusual or weak covenants	N	While the University can increase the Student Athletic Fee it is limited to the amount of potential increase under Florida Statutes 1009.24. Under the Statue the combined sum of the activity and

Board of Governors – Debt Management Guidelines

UCF Athletic Association

				service, health, and athletic fee shall not exceed 40% of the annual tuition. Within this 40% cap the University may not increase the aggregate sum of activity and service, health, and athletic fees more than 5% per year or the same percentage increase in tuition. This type of limited rate covenant favors a negotiated sale.
Debt Instrument	Traditional serial and term bonds, semi-annual interest and annual maturities	Use of innovative structuring, structure to attract particular investors	C/N	The Series 2013 Bond structure assumes a level principal and interest debt structure with standard 10 year call protection. The Series 2013 Bonds will also have either a cash funded debt service reserve ("DSR") or a DSR surety policy. This type of structure is standard in the bond market and should not be a major factor on whether the bonds are competitively or negotiated bid. Due to the desire to have the ability to prepay a portion of the bond at any time due to receipt of restricted donations the bonds will included a special mandatory redemption provision that will allow a portion of the bonds to be called at any time without penalty.
Size	A transaction the size of which the market is used to and can comfortably manage	A large size which the market cannot readily handle without the need to consolidate syndicates resulting in few bids	C/N	The size of the transaction should not be a major factor on whether the bonds are competitively or negotiated bid.

Board of Governors – Debt Management Guidelines

UCF Athletic Association

17) A description of the process used to select each professional engaged in the transaction, showing compliance with the competitive selection process required by these Guidelines. Specific contact information for each selected professional must be included, and at a minimum, should disclose the professional's name, firm name, address, email address, phone number, and facsimile number.

The following professionals have been retained to assist the UCF Athletic Association with structuring the Debt. The University of Central Florida currently has an agreement with First Southwest to provide financial advisory services. Any fees relating to the issuance of the debt will be paid for by the Association. The Association will go out for an RFP for Underwriters and Disclosure Counsel and other professions as required by the University Debt Management Policy.

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407 426-7001
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Financial Advisor
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**University of Central Florida
Board of Trustees**

SUBJECT: 2013-14 Health Fee Increase

DATE: March 21, 2013

PROPOSED BOARD ACTION

Approval of increase in the Health Fee, effective fall 2013.

BACKGROUND INFORMATION

A University Fee Committee, chaired by SGA President Cortez Whatley, was formed in fall 2012 to evaluate potential increases for the Activity and Service, Athletic, Health, and Transportation Access fees effective for fall 2013. As required by statute, the committee membership was one-half students and one-half faculty and staff members.

Based on motions that were voted on and approved by the University Fee Committee, an increase to the fall 2013 Health fee in the amount of \$0.59 is requested. This will increase the fee from \$10.30 to \$10.89. The proposed Health fee increase impacts three areas:

- Health Services fee increase of \$0.14 to fund
 - one Psychiatric Advanced Registered Nurse Practitioner
 - one part-time clinical dietician
- Counseling and Psychological Services fee increase of \$0.38 to fund
 - market adjustments for professional staff in order to reduce staff turnover
 - four (4) additional mental health specialists
- Wellness and Health Promotion Services fee increase of \$0.07 to fund
 - rapid HIV testing and promotion

The request for a \$.59 increase is based on the following:

- Health Services

The current demand for psychiatric services has outpaced provider availability. At the present time, there is a 15-day waiting period for an appointment. The request for an additional Psychiatric Advanced Registered Nurse Practitioner would shorten the wait time for appointments and align the university with other state universities of similar size.

Currently, Health Services employs a 20-hour per week OPS clinical dietician, and demand for those services exceeds availability. Patients with complex medical conditions such as diabetes and eating disorders may wait up to four weeks for an

appointment. The Health Services clinical dietician plays an integral role on the UCF Eating Disorders treatment team. Increasing the work schedule from 20 to 40 hours per week will expand access to services for students.

- **Counseling and Psychological Services**
In academic year 2012-13, Counseling and Psychological Services had a 19 percent increase in students served and a 40 percent increase in the number of sessions provided. There have been 1,103 emergency and crisis appointments thus far, which is a 17 percent increase over 2011-12 and a 22 percent increase over 2010-11. Additionally, Counseling and Psychological Services implemented an After Hours Crisis Counseling service in order for students to have 24-hour access to a therapist.

National best practices recommend a ratio of one therapist per 1,500 students. At UCF, the average ratio is one therapist per 2,069 students. The fee increase will add four additional mental health specialists in order to meet the student demand and drop the university's ratio to one therapist per 1,818 students.

- **Wellness and Health Promotion Services**
UCF received failing grades on the national Trojan Sexual Health Report Card for the previous three years. In order to address areas of concern, funding is requested to augment existing sexual health protection services and implement new programs to benefit UCF students. This includes providing greater access to HIV testing, as well as testing for other sexually transmitted infections such as gonorrhea and chlamydia.

Through data collected by Wellness and Health Promotion Services, 50 percent of UCF students that visit the office for HIV testing do not return for their results. Currently, a full panel of Sexually Transmitted Infection testing takes approximately two weeks and can cost up to \$80.00. Local and national data regarding the percentage of students testing for Sexually Transmitted Infections indicates promotion of free Sexually Transmitted Infections testing is as important as providing services. The health fee increase will address the need for marketing, frequency, and coordination of free STI testing on campus.

Supporting documentation:

Florida Public University Fees – Fall 2011-12 (Attachment A)
History of UCF Fee Increases (Attachment B)
Financial Projections – Health Fee Departments (Attachment C)

Prepared by: Maribeth Ehasz, Vice President for Student Development
and Enrollment Services

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

Florida Public University Fees - 2012-13

Main Campus Local Fees

per credit hour

	UCF	UF	FSU	FAMU	USF	FAU	UWF	FIU	UNF	FGCU	NCF	Avg
Activity and Service	\$10.79	\$16.06	\$12.24	\$10.50	\$11.71	\$12.32	\$13.30	\$12.87	\$14.47	\$11.24	\$16.65	\$12.92
Athletic	\$13.44	\$1.90	\$7.54	\$13.97	\$14.46	\$17.27	\$19.39	\$14.10	\$14.33	\$12.79	\$6.28	\$12.32
Health	\$10.30	\$13.82	\$13.42	\$6.91	\$9.73	\$9.42	\$7.23	-	\$9.76	\$8.79	\$4.58	\$9.40
Subtotal	\$34.53	\$31.78	\$33.20	\$31.38	\$35.90	\$39.01	\$39.92	\$26.97	\$38.56	\$32.82	\$27.51	\$33.78
Changing NCAA Athletic Divisions	-	-	-	-	-	-	-	\$2.00	\$2.00	\$4.00	-	\$2.67
CITF Fee	\$6.76	\$6.76	\$4.76	\$6.76	\$6.76	\$6.76	\$6.76	\$6.76	\$6.76	\$6.76	\$6.14	\$6.52
Access and Transportation	\$9.10	\$8.41	\$8.90	-	\$3.00	-	\$8.00	-	\$4.08	\$8.70	-	\$7.17
Technology Fee for Undergraduates	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16	\$5.15	\$5.16	\$5.16
Green Fee	-	-	-	-	\$1.00	-	\$0.75	-	-	-	\$1.00	\$0.92
Other *	-	-	\$2.00	-	\$1.50	-	-	-	\$5.16	-	-	\$2.89
Total Fees Per Credit Hour	\$55.55	\$52.11	\$54.02	\$43.30	\$53.32	\$50.93	\$60.59	\$40.89	\$61.72	\$57.43	\$39.81	\$51.79

Main Campus Local Fees

block per term

	UCF	UF	FSU	FAMU	USF	FAU	UWF	FIU	UNF	FGCU	NCF	Avg
Activity and Service	-	-	-	-	\$7.00	-	-	-	-	-	-	\$7.00
Athletic	-	-	-	-	\$10.00	-	-	\$10.00	-	-	-	\$10.00
Health	-	-	-	-	-	-	-	\$83.19	-	-	-	\$83.19
Access and Transportation	-	-	-	\$65.00	-	\$76.90	-	\$88.94	-	-	-	\$76.95
Facility Use Fee *	-	-	\$20.00	-	\$20.00	-	-	-	-	-	-	\$20.00
Total Fees per term	-	-	\$20.00	\$65.00	\$37.00	\$76.90	-	\$182.13	-	-	-	\$76.21

*Includes FSU Student Affairs Facility Use Fee, UNF Student Life and Services Fee, and USF Marshall Center Fee.

Fall 2011 Headcount Enrollment by University and Level as Published by the Board of Governors

	UCF	UF	FSU	FAMU	USF	FAU	UWF	FIU	UNF	FGCU	NCF
Undergraduate	49,678	32,008	31,750	11,022	35,764	23,609	9,470	34,968	14,103	11,134	845
Graduate	8,188	16,272	8,450	2,009	9,433	4,313	1,781	8,287	1,711	1,089	0
Unclassified	832	1,505	1,357	176	2,165	1,382	739	4,711	554	432	0
Total Headcount	58,698	49,785	41,557	13,207	47,362	29,304	11,990	47,966	16,368	12,655	845

History of UCF Fee Increase

Activity and Service, Health, and Athletic Fees

Per-credit-hour fees

	2004	2005	2006	2007	2008	2009	2010	2011	2012
Activity and Service	\$8.09	\$9.37	\$9.37	\$9.65	\$10.09	\$10.64	\$10.79	\$10.79	\$10.79
Athletic	\$11.09	\$11.09	\$11.09	\$11.72	\$12.10	\$12.68	\$12.98	\$13.10	\$13.44
Health	\$6.60	\$6.60	\$7.95	\$8.11	\$8.59	\$8.99	\$9.52	\$9.88	\$10.30
Total	\$25.78	\$27.06	\$28.41	\$29.48	\$30.78	\$32.31	\$33.29	\$33.77	\$34.53

Dollar increase from prior year

	2004	2005	2006	2007	2008	2009	2010	2011	2012
Activity and Service	-	\$1.28	-	\$0.28	\$0.44	\$0.55	\$0.15	-	-
Athletic	-	-	-	\$0.63	\$0.38	\$0.58	\$0.30	\$0.12	\$0.34
Health	\$0.60	-	\$1.35	\$0.16	\$0.48	\$0.40	\$0.53	\$0.36	\$0.42
Total	\$0.60	\$1.28	\$1.35	\$1.07	\$1.30	\$1.53	\$0.98	\$0.48	\$0.76

Percent increase from prior year

	2004	2005	2006	2007	2008	2009	2010	2011	2012
Activity and Service	-	15.8%	-	3.0%	4.6%	5.5%	1.4%	-	-
Athletic	-	-	-	5.7%	3.2%	4.8%	2.4%	0.9%	2.6%
Health	10.0%	-	20.5%	2.0%	5.9%	4.7%	5.9%	3.8%	4.3%
Total	2.4%	5.0%	5.0%	3.8%	4.4%	5.0%	3.0%	1.4%	2.3%

Transportation and Access Fee

	2004	2005	2006	2007	2008	2009	2010	2011	2012
Per-credit-hour fees	\$3.90	\$4.34	\$5.84	\$7.09	\$7.59	\$7.94	\$8.19	\$9.00	\$9.10
Dollar increase from prior year	-	\$0.44	\$1.50	\$1.25	\$0.50	\$0.35	\$0.25	\$0.81	\$0.10
Percent increase from prior year	-	11.3%	34.6%	21.4%	7.1%	4.6%	3.1%	9.9%	1.1%

Attachment C
University of Central Florida
University Fee Committee Presentation
\$0.59 Increase for 2013-14
Health Fee Departments

Counseling and Psychological Services, Health Services, Wellness and Health Promotion Services

	Actual	Budgeted	2013-14	2014-15	2015-16	2016-17	2017-18
Fee per SCH	\$9.88	\$10.30	\$10.89	\$10.89	\$10.89	\$10.89	\$10.89
Fee Percent Increase				0%	0%	0%	0%
SCH							
Year	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Beginning Fund Balance	3,212,668	4,727,760	4,620,810	4,662,528	4,567,555	4,480,439	4,544,392
<u>Health Fee Revenue:</u>							
Fall	5,660,357	5,872,970	6,396,809	6,623,843	6,908,556	7,247,602	7,528,652
Spring	5,379,151	5,625,901	6,127,856	6,345,486	6,618,348	6,943,256	7,212,504
Summer	1,820,983	1,829,055	1,999,165	2,082,443	2,182,202	2,298,278	2,387,402
Total Health Fee Revenue	12,860,491	13,327,926	14,523,830	15,051,771	15,709,105	16,489,136	17,128,558
Other Revenue	5,113,739	5,560,780	5,698,405	5,839,095	5,982,972	6,129,212	6,279,839
Total Health Fee Revenue	17,974,230	18,888,706	20,222,235	20,890,866	21,692,077	22,618,348	23,408,396
<u>Expenditures:</u>							
Cost of Goods Sold	1,643,104	2,195,960	2,261,839	2,329,694	2,399,585	2,471,572	2,545,719
Salaries and OPS	10,035,513	11,781,195	12,458,895	13,003,690	13,578,474	14,129,498	14,708,074
Bond Payment and Reserve	1,150,006	1,040,990	1,067,058	1,080,827	1,093,173	1,109,770	1,130,315
Overhead	908,454	908,286	1,037,290	1,101,940	1,130,738	1,160,400	1,190,952
Rosen	294,503	303,419	318,576	334,598	351,539	369,458	388,416
All Others	2,427,559	2,765,805	3,036,860	3,135,090	3,225,685	3,313,695	3,404,182
Total Health Fee Expenditures	16,459,138	18,995,655	20,180,517	20,985,839	21,779,193	22,554,394	23,367,659
Net	1,515,092	(106,949)	41,718	(94,973)	(87,116)	63,953	40,737
Ending Fund Balance	4,727,760	4,620,810	4,662,528	4,567,555	4,480,439	4,544,392	4,585,129