



Office of the President

*REVISED – March 23, 2016*  
University of Central Florida  
Board of Trustees Meeting  
March 24, 2016

*FAIRWINDS* Alumni Center

Agenda

8:30 a.m. – 4:00 p.m.

Lunch 12:00 p.m.

800-442-5794, passcode, 463796

COMMITTEE MEETINGS

8:30 – 9:00 a.m.	Strategic Planning, Clarence Brown, Chair
9:00 – 9:30 a.m.	Compensation and Labor, John Sprouls, Chair
9:30 – 10:30 a.m.	Advancement, Clarence Brown, Chair
10:30 – 11:45 a.m.	Educational Programs, Robert Garvy, Chair
11:45 a.m. – 12:00 p.m.	Nominating and Governance, Bill Yeargin, Chair

BOARD MEETING

1:00 – 4:00 p.m.

1. Welcome and call to order Marcos Marchena, Chairman
2. Roll call Rick Schell, Associate Corporate Secretary
3. Public comment Rick Schell
4. [Minutes of January 28, 2016, and February 24, 2016, meetings](#) Chairman Marchena
5. Remarks and introductions John C. Hitt, President
6. Reports Chairman Marchena
  - INFO-1** Information Board Committee and Direct Support Organization Assignments (Marchena)
  - INFO-2** Information New Student Choice of Major and Career Information (Ehasz)
  - INFO-3** Information Legislative Update (Daniel Holsenbeck, Vice President for University Relations)

**Board of Trustees Meeting - Agenda**

- |     |  |   |
|-----|--|---|
| 7.  | Advancement Committee report                   | Chair Brown   |
| 8.  | Compensation and Labor Ad Hoc Committee report | Chair Sprouls   |
| 9.  | Educational Programs Committee report          | Chair Garvy   |
| 10. | Finance and Facilities Committee report        | Chair Martins   |
|     | <b>FF-1</b>                                    | Approval 2016-17 Medical Student Tuition and Fees (Whittaker and German)  |
|     | <b>INFO-4</b>                                  | Information Contract for Boutique Hotel (Merck)   |
| 11. | Nominating and Governance Committee report     | Chair Yeargin   |
| 12. | Strategic Planning Committee report            | Chair Brown and Trustee Florez  |
|     | <b>INFO-5</b>                                  | Information Collective Impact Strategic Planning Update (Trustee Florez, Chairman's Representative for Strategic Planning, and Thad Seymour, Senior Advisor to the Provost for Strategic Planning)  |
| 13. | Consent Agenda                                 |   |
|     | <b>CL-1</b>                                    | Approval New University Regulation UCF-3.0176 Instructor and Lecturer Faculty Promotion (Sprouls and Cole)  |
|     | <b>CL-2</b>                                    | Approval Amendments to University Regulation UCF-3.0124 Discipline and Termination for Cause of Non-Unit Faculty and A&P Staff Members, University Regulation UCF-3.036 Grievance Procedure for Non-Unit Faculty Employees, and University Regulation UCF-3.037 Grievance Procedure for Non-Unit A&P Employees. New University Regulation UCF-0.010 Discipline and Termination for Cause of Faculty and A&P Staff Members of the College of Medicine (Sprouls and Cole) |
|     | <b>CL-3</b>                                    | Approval Amendment to University Regulation UCF-3.0262 Meritorious Service Awards Program (Sprouls and Cole)  |
|     | <b>EP-1</b>                                    | Approval Conferral of Degrees (Whittaker)   |

**Board of Trustees Meeting - Agenda**

- |  |  |          |   |
|--|--|----------|---|
|  | <b>EP-2</b>                                  | Approval | 2018-19 Academic Calendar (Whittaker and Ehasz)   |
|  | <b>EP-3a</b><br><b>EP-3b</b><br><b>EP-3c</b> | Approval | New Degree Programs (Whittaker)<br>a. Master of Science in Biomedical Engineering<br>b. Master of Science in Data Analytics<br>c. Bachelor of Science in Entertainment Management |
|  | <b>FF-2</b>                                  | Approval | Revision to Florida Solar Energy Center Rule 6C7-8.007 (Cole)   |
|  | <b>NG-1</b>                                  | Approval | Dr. Alan Eustace, Honorary Doctor of Business degree (Schell)   |
|  | <b>NG-2</b>                                  | Approval | Prince Mohammad bin Fahd bin Abdulaziz Al Saud, Honorary Doctor of Public Service degree (Schell)   |
|  | <b>NG-3</b>                                  | Approval | J. Charles Gray, Honorary Doctor of Public Service degree (Schell)  |

14. New business Chairman Marchena

15. Announcements and adjournment Chairman Marchena

Upcoming meetings and events:

- |                            |   |
|----------------------------|---|
| Commencement               | May 5-7, 2016<br>(CFE Arena)                    |
| Board of Governors meeting | May 12, 2016<br>(Florida Gulf Coast University) |
| Board of Trustees retreat  | May 13, 2016<br>(FAIRWINDS Alumni Center)       |
| Board of Trustees meeting  | May 26, 2016<br>(FAIRWINDS Alumni Center)       |

**Minutes  
Board of Trustees Meeting  
University of Central Florida  
January 28, 2016**

Chairman Marcos Marchena called the meeting of the Board of Trustees to order at 1:00 p.m. in the *FAIRWINDS* Alumni Center on the UCF Orlando campus.

The following board members attended the meeting: Chairman Marcos Marchena, Vice Chair Robert Garvy, Clarence Brown, Joseph Conte, Keith Koons, Alex Martins, Beverly Seay, Bill Yeargin, and Cait Zona. Trustee John Sprouls attended via teleconference call.

**WELCOME**

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

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

Marchena called for approval of the November 19, 2015, and January 7, 2016, meeting minutes, which were approved.

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

**REMARKS**

Hitt congratulated Chairman Marchena and Trustee Martins, who were reappointed to the board at the Board of Governors' meeting.

Hitt announced that UCF is hosting the University Innovation Alliance Fellows retreat. He called upon Beth Barnes, Vice President and Chief of Staff *Emerita* and Special Assistant to the President and who serves as UCF's alliance liaison, to introduce Bridget Burns, Executive Director of the University Innovation Alliance. Barnes then introduced the 10 fellows in attendance.

Alex Aljets, Oregon State University  
Amber Covington, Arizona State University  
Timothy Harfield, PhD, Georgia State University  
Kathleen Gillon, PhD, Iowa State University  
Ryan Goodwin, PhD, University of Central Florida  
Sheila Hurt, Purdue University  
Keyarash Jahanian, University of Kansas  
Amy Martin, PhD, Michigan State University  
Joey Mavity, University of California Riverside  
Derrick Tillman-Kelly, PhD, Ohio State University

## **INTRODUCTIONS**

Hitt congratulated UCF faculty and staff members.

### **A. Faculty and Staff**

The College of Medicine was a multiple award-winner at the annual Association of American Medical Colleges meeting in November. Dr. Jonathan Kibble, assistant dean of medical education and professor of physiology, was recognized with the Alpha Omega Alpha Robert J. Glaser Distinguished Teacher award.

The association named the College of Medicine Physician Advising and Support System as the top program in the country for student advising. Dr. Marcy Verduin, associate dean of students, accepted the award for the College of Medicine Office of Student Affairs.

At their annual meeting, the Trustees of the American Board of Pathology adopted a resolution recognizing Diane D. Davey's service to the organization and to medicine.

Pegasus Professor Peter Delfyett from the College of Optics and Photonics was elected Fellow of The International Society of Optics and Photonics.

The Leadership Enhancement Program, which provides UCF employees with professional development, is coordinated by the Office of Diversity and Inclusion under the direction of Chief Diversity Officer Karen Morrison. Morrison recognized members of this year's class.

Selma J. Abdul  
Anna Allen  
Jeanne L. Battersby  
Gabrielle Bell  
Sheryl M. Brown  
Brian E. Butkus  
Chantel N. Carter  
Coretta L. Cotton  
Xiaohong J. (Jessica) Dong  
Osepha Felix  
Cyndia Muñiz  
Tammie L. Nadeau

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

The Employee of the Month for August was Bettina Baca, the office manager for Army ROTC in the College of Engineering.

The Employee of the Month for September was Rocio Alfonso, a custodial worker at the Recreation and Wellness Center.

The Employee of the Month for October was Thomas Raburn, a senior maintenance worker at Facilities Operations in Facilities and Safety.

### **REPORTS**

Marchena introduced Maribeth Ehasz, Vice President for Student Development and Enrollment Services, who introduced Karen Hofmann, Director of Counseling and Psychological Services, for a report on the following item:

- **INFO-1** University of Central Florida Counseling and Psychological Services

Marchena introduced Shreya Trivedi, the university's Ombuds Officer, who reported on the following item:

- **INFO-2** University of Central Florida Ombuds Office

### **ADVANCEMENT COMMITTEE REPORT**

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

- Fred Kittinger, Senior Associate Vice President for University Relations, reported on general legislative activities. He noted that UCF Day in Tallahassee encouraged members of the UCF Alumni Association, the student body, and other university constituents to spend a day lobbying legislators on subjects important to the university. Kittinger also noted that Governor Scott signed a bill approving the Florida Center for Students with Unique Abilities, which will be housed at UCF.
- Patrick Burt, Assistant Vice President for University Marketing, provided updates on UCF's marketing campaign. He showed two videos, one entitled *Creating Access* that featured Dr. Hitt discussing how UCF students continue to make an impact on our community. The second video was associated with UCF's Limbitless team, featuring their *12 Arms for Christmas* campaign that gained national media coverage and was aired on the *Today Show* and CNN.
- Michael Morsberger, Vice President for Alumni Relations and Development and CEO of the UCF Foundation, provided an update on fundraising, reporting that 2016 opened with huge momentum that continues to build each day. Morsberger noted that his team has formed a special task force to develop creative ideas for the formal launch of the IGNITE campaign. Morsberger also presented Trustee Alex Martins with the 2015 Distinguished Alumnus award on behalf of the UCF Alumni Association.

### **COMPENSATION AND LABOR AD HOC COMMITTEE REPORT**

John Sprouls, Chair of the Compensation and Labor Ad Hoc Committee, noted that no meeting had been held since the teleconference committee meeting of January 7, 2016.

## **EDUCATIONAL PROGRAMS COMMITTEE REPORT**

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

- Youndy Cook, Deputy General Counsel, reported on the Amendment to University Regulation UCF-2.001 Undergraduate Admissions and University Regulation UCF-2.003 Admission of Graduate Students. She noted that these updated regulations revise the immunization requirements for both undergraduate and graduate students. The committee approved the amendments as presented.
- Diane Z. Chase, Executive Vice Provost for Academic Affairs, reported on the 2015 Centers and Institutes Review Results for the Florida Solar Energy Center. The committee requested that a more complete review and evaluation be presented before the end of the 2015-16 academic year.
- Pamela Carroll, Dean of the College of Education and Human Performance, provided an academic program review. She reported on the status of the 2013-14 review recommendations and outlined some of the challenges that the programs are working through. A request was made for more data on graduate employment and wages.
- Mubarak Shah, Interim Vice Provost and Dean of the College of Graduate Studies, and Elizabeth Dooley, Vice Provost for Teaching and Learning, and Dean of the College of Undergraduate Studies, provided an update on the status of three graduate and two undergraduate degree programs. The graduate degree programs include Doctor of Securities Studies, Doctor of Criminal Justice, and Nanotechnology Professional Science Master's Degree. The undergraduate degree programs include Bachelor of Science in Photonics Science and Engineering and Bachelor of Arts in Writing and Rhetoric. All of these programs are either close to, at, or exceeding the expectations for enrollment and participation.
- Dale Whittaker, Executive Vice President and Provost, gave an update on the UCF Collective Impact Strategic Plan, faculty hiring, research and graduate education, and UCF Downtown. Whittaker introduced faculty member Anastasia Salter, an assistant professor in digital media whose research focuses on positioning games and digital narratives as they relate to learning, social engagement, and participatory culture.

## **FINANCE AND FACILITIES COMMITTEE REPORT**

Alex Martins, Chair of the Finance and Facilities Committee, reported the highlights from the committee meeting held on December 2, 2015.

- Tracy Clark, Associate Provost and Associate Vice President for Budget, Planning, and Administration, presented reports on the University Draft Audited Financial Report for 2014-15, the UCF Investments Quarterly Report Ended September 30, 2015, UCF Key Financial Ratios as of June 30, 2015, and the key financial ratios for UCF as compared to the State University System as of June 30, 2014. Clark reported on the University Operating Budget Report Quarter Ended September 30, 2015, and the Direct Support Organizations' 2015-16 First-Quarter Financial Reports.

- Martins stated that Lee Kernek, Associate Vice President for Administration and Finance, requested approval of the revised Five-year Capital Improvement Plan for 2016-17 through 2020-21 and minor changes were requested that were made based upon the Board of Governors' recommendations after the plan was originally approved by the Board of Trustees. The committee unanimously approved the revised Five-year Capital Improvement Plan.
- Martins reported that William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, and Kernek presented for approval the 2015 Educational Plant Survey, which Florida statute requires be completed every five years. The committee unanimously approved the survey.
- Martins advised that the committee was requested by Merck and John C. Pittman, Associate Vice President for Administration and Finance, Debt Management, to use approximately \$310,000 of savings resulting from the refinancing of the UCF Stadium Corporation Certificates of Participation for non-recurring expenses that were incurred by the UCF Athletics Association related to the changes in the UCFAA administration and coaching staff. The committee unanimously approved that request.
- Martins reported that Merck, Clark, and Tom Cavanagh, Associate Vice President for Distributed Learning, reported on the 2016-17 Online Tuition and Fees, Amendments to University Tuition and Fee Regulation UCF 9.001 for the proposed UCF online program, advising that online students will pay the same tuition as on-campus students, but they will not be charged the Transportation Access Fee, Activity and Service Fee, Athletic Fee, Health Fee, or Technology Fee. Undergraduate, out-of-state online students also will be charged a reduced out-of-state fee. The committee unanimously approved the UCF online tuition fees and fee eliminations.
- Martins reported that Krishna Singh, Director of Parking and Transportation Services, gave a presentation on the department's structure and services, and he discussed the department's statistics, accomplishments, and current and upcoming projects.

Martins reported the highlights from the committee meeting held earlier in the day.

- Merck and Kernek presented a minor amendment to the 2015 Campus Master Plan recommending the construction of a Pollo Tropical stand-alone restaurant adjacent to the Recreation and Wellness Center, south of Gemini Boulevard. The committee unanimously approved the recommendation.
- Martins stated that the committee asked for an amendment to the 2015 Campus Master Plan to eliminate the housing components for the proposed UCF downtown campus that remained on the morning report. The committee unanimously approved the amendment.
- Scott Cole, Vice President and General Counsel, presented a Third Amended and Restated Bylaws request for the University of Central Florida Research Foundation to confirm that UCF control of the Direct Support Organization is consistent with the recent Florida Supreme Court opinion regarding limited sovereign immunity and other technical corrections.

Martins presented the following item for board approval:

- **FF-1** 2016-17 Online Tuition and Fees, Amendments to University Tuition and Fee Regulation UCF-9.001—The original motion to the 2016-17 Online Tuition and Fees, Amendments to University Tuition and Fee Regulation UCF-9.001 was introduced and amended. The amended motion was made and unanimously passed by the board approving the 2016-17 Online Tuition and Fees, Amendments to University Tuition and Fee Regulation UCF-9.001.

### **STRATEGIC PLANNING COMMITTEE REPORT**

Marchena reported that an update on the Strategic Planning Committee provided by Provost Whittaker earlier in the day and the report provided by Vice Chair Robert Garvy were thorough. Marchena stated that the strategy planning process is on track.

### **INFORMATION**

Marchena noted the following informational item:

- **INFO-3** 2017-18 UCF Board of Trustees Meeting Dates

### **CONSENT AGENDA**

Marchena read the consent agenda items into the record. FF-4, Five-year Capital Improvement Plan Revision, was removed from the consent agenda. A motion was made to accept the consent agenda, as revised, and the agenda items were approved.

- **EP-1** Amendment to University Regulation UCF-2.001 Undergraduate Admissions, and University Regulation UCF-2.003 Admission of Graduate Students—Approve amendments to University of Central Florida Regulation UCF-2.001 and UCF-2.003
- **FF-2** Use of Additional Savings from UCF Stadium Corporation Debt Refinancing—Approve the authorization of the UCF Athletics Association’s use of the additional savings resulting from the refinancing of the UCF Stadium Corporation certificates of participation
- **FF-3** Educational Plant Survey—Approve the 2015 Educational Plant Survey
- **FF-5** Minor Amendment to the 2015 Campus Master Plan—Approve a minor amendment to the University of Central Florida Campus Master Plan for the construction of a stand-alone food retail venue

- FF-6 Amend University of Central Florida Research Foundation Bylaws—Approve the Third Amended and Restated Bylaws of the University of Central Florida Research Foundation to (1) confirm UCF control of the Direct Support Organization consistent with a recent Florida Supreme Court opinion regarding limited sovereign immunity, (2) authorize use of a fictitious name for the Research Foundation, and (3) make other technical corrections

One item, removed from the consent agenda, was taken up for board approval.

- FF-4 Five-year Capital Improvement Plan Revision—An amendment was offered to remove from the Capital Improvement Plan the inclusion of student housing at the proposed UCF Downtown campus. The amendment was unanimously approved. The amended Five-Year Capital Improvement Plan was then unanimously approved.

### **NEW BUSINESS**

Marchena referred the board members to a folder in their meeting materials containing the 2015 attendance dashboard as well as the UCF Trustee Self-assessment Form. Marchena asked that trustees review the attendance dashboard and submit any corrections or additions to Schell. He requested that they complete the self-assessment form and return to Schell.

Marchena stated that at the March meeting he would like to have staff come back with a report on the program discussed in November to provide incoming students with information regarding majors and employment availability and how the program has been developed.

### **ANNOUNCEMENTS AND ADJOURNMENT**

Marchena announced that all trustees are invited to attend the UCF Foundation Board of Directors Spring Retreat on Friday, February 12, 2016, at the UCF Double Tree by Hilton. He asked the trustees to advise Rick Schell if they plan to attend.

He announced the upcoming meetings.

Board of Governors meeting	February 18, 2016 (Location TBD)
UCF Board of Trustees retreat	March 4, 2016 ( <i>FAIRWINDS</i> Alumni Center)
Board of Governors meeting	March 16-17, 2016 (University of West Florida)
Board of Trustees meeting	March 24, 2016 ( <i>FAIRWINDS</i> Alumni Center)

**Board of Trustees Meeting - Minutes**

Marchena adjourned the board meeting at 2:18 p.m.

Marchena invited the trustees to join him for the annual photo.

Respectfully submitted: \_\_\_\_\_ Date: \_\_\_\_\_  
John C. Hitt  
Corporate Secretary

**Minutes**  
**Board of Trustees Teleconference Meeting**  
**University of Central Florida**  
**February 24, 2016**

Chairman Marcos Marchena called the teleconference meeting of the Board of Trustees to order at 11:31 a.m. in the President's Boardroom on the UCF Orlando campus.

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

**WELCOME**

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

Marchena called on Beverly Seay, Chair of the Audit, Operations Review, Compliance, and Ethics Committee, who reported on the Board of Governors' Performance-Based Funding Data Integrity Certification Report, and the Performance-based Funding Data Integrity Certification Form, which were then presented for board approval. Motions were made, and unanimously passed by the board approving the following actions.

- **AUD-1** Board of Governors' Performance-based Funding Chair, Audit, Operations Review, Data Integrity Certification Compliance, and Ethics Committee Audit Report—Approval of University Audit's report on the Board of Governors Performance-based Funding Data Integrity Certification Process.
- **AUD-2** Performance-based Funding Data Integrity Certification Form—Approval for submission of the Performance-based Funding Data Integrity Certification form to the Board of Governors.

Marchena called on Dale Whittaker, Provost and Executive Vice President, and Paige Borden, Assistant Vice President for Institutional Knowledge Management, who reported on the UCF 2014-15 Annual Accountability Report, which was then presented for board approval. A motion was made and unanimously passed by the board approving the following action.

- **BOT-1** UCF 2014-15 Annual Accountability Report—Approval of the 2014-15 Annual Accountability Report.

**NEW BUSINESS**

Marchena and President John C. Hitt encouraged everyone to attend the March 2, 2016, Board of Governors meeting, being held at *FAIRWINDS* Alumni Center, beginning at 1:00 p.m.

**ADJOURNMENT**

Marchena adjourned the board meeting at 11:45 a.m.

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

John C. Hitt  
Corporate Secretary

ITEM: INFO-1

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** Board Committee and Direct Support Organization Assignments

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION:**

Information only.

**BACKGROUND INFORMATION:**

The board may establish committees to assist in carrying out its responsibilities. The board chair will determine the membership of the committees and its chairs and the assignments to the direct support organizations.

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**Supporting documentation:** University of Central Florida Board of Trustees'  
Committee Assignments

**Prepared by:** Rick Schell, Vice President and Chief of Staff

**Submitted by:** Marcos Marchena, Chairman, Board of Trustees

**University of Central Florida  
Board of Trustees  
Committee Assignments  
March 2016**

**Advancement**

Minimum of five members

Development and alumni relations, public and governmental relations, marketing, communications, and admissions

Clarence Brown, Chair  
Joseph Conte, Vice Chair  
Ken Bradley  
Alex Martins  
Cait Zona

Marcos Marchena (Ex Officio)

Staff: Dan Holsenbeck  
Grant Heston  
Michael Morsberger

**Audit, Operations Review, Compliance, and Ethics**

Minimum of three members

Financial practices and management, internal controls, and standards of conduct for university and affiliates

Beverly Seay, Chair  
Ken Bradley, Vice Chair  
Keith Koons  
David Walsh  
William Yeargin

Marcos Marchena (Ex Officio)

Staff: Rhonda Bishop  
Robert Taft

**Compensation and Labor, Ad Hoc**

Minimum of three members

Conduct periodic compensation and assessment reviews of the president and develop recommendations to the board for its consideration; review and approve discretionary compensation plans and deferred compensation plans, if any, for senior executives of the university, and oversee the collective bargaining responsibilities of the board

John Sprouls, Chair  
David Walsh, Vice Chair  
Clarence Brown  
Joseph Conte  
Ray Gilley

Marcos Marchena (Ex Officio)

Staff: Scott Cole  
Shelia Daniels

**Educational Programs**

Minimum of five members

Academic and student life, components of the university, athletics, and strategic planning

Robert Garvy, Chair  
Beverly Seay, Vice Chair  
Ken Bradley  
Keith Koons  
Cait Zona

Marcos Marchena (Ex Officio)

Staff: Dale Whittaker

**Finance and Facilities**

Minimum of five members

Budget, finance and accounting, financial services, purchasing, business services, DSO oversight, human resources, environmental health and safety, facilities planning, landscape and natural resources, physical plant, police department, business services, and parking and transportation services

Alex Martins, Chair  
Robert Garvy, Vice Chair  
Keith Koons  
John Sprouls  
David Walsh  
William Yeargin  
Cait Zona

Marcos Marchena (Ex Officio)

Staff: William F. Merck II

**Nominating and Governance**

Minimum of five members

Trustee assessment, trustee nominations, election procedures, presidential search procedures, and governance

William Yeargin, Chair  
Alex Martins, Vice Chair  
Ray Gilley  
Beverly Seay  
John Sprouls

Marcos Marchena (Ex Officio)

Staff: Scott Cole

**Strategic Planning**

Minimum of five members

Provide support and guidance regarding strategic planning and the implementation of strategic plans

Clarence Brown, Chair  
Joseph Conte, Vice Chair  
Robert Garvy  
Keith Koons  
Cait Zona

Marcos Marchena (Ex Officio)

Staff: Dale Whittaker

**Direct Support Organizations**

Athletics–Marcos Marchena  
Convocation–Beverly Seay  
Finance–Alex Martins  
Foundation–Marcos Marchena  
Research Foundation–Joseph Conte  
Stadium–Robert Garvy

**Other Boards**

Medical College–Clarence Brown

M:\Board of Trustees\BOT Committee Assignments  
March 3, 2016

ITEM: INFO-2

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** New Student Choice of Major and Career Information

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION:**

Information only.

**BACKGROUND INFORMATION:**

Governor Scott issued the Ready, Set, Work University Challenge in December of 2015. The UCF Board of Trustees and President Hitt accepted this challenge. This presentation will outline UCF's commitment to meeting this challenge.

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**Supporting documentation:** "Access, Quality, and Success" PowerPoint

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

Dr. Elizabeth Dooley, Vice Provost for Teaching and Learning,  
Dean for the College of Undergraduate Studies

**Submitted by:** Dr. Maribeth Ehasz, Vice President for Student Development and Enrollment Services

# Access, Quality, and Success



## New Student Choice of Major and Career Information

**March 24, 2016**

Maribeth Ehasz, Ph.D.

Vice President for Student Development and Enrollment Services

Elizabeth Dooley, Ed.D.

Vice Provost for Teaching and Learning, and Dean of the College of Undergraduate Studies



# Overview

- Introduction
- Supporting Major and Career Choices
  - Career Services
  - Experiential Learning
- Ready, Set, Work Challenge
- First Destination Survey
- Resources
- Discussion



# Division of Student Development and Enrollment Services: Helping Students Stay In School, Be Healthy, Live Ethically...Graduate

## SDES PRIORITIES: 2015-16



SAFETY, SECURITY,  
PREVENTION, CARE



ENROLLMENT



CAREER READINESS  
AND SUPPORT



STUDENT LEARNING AND  
SUCCESS

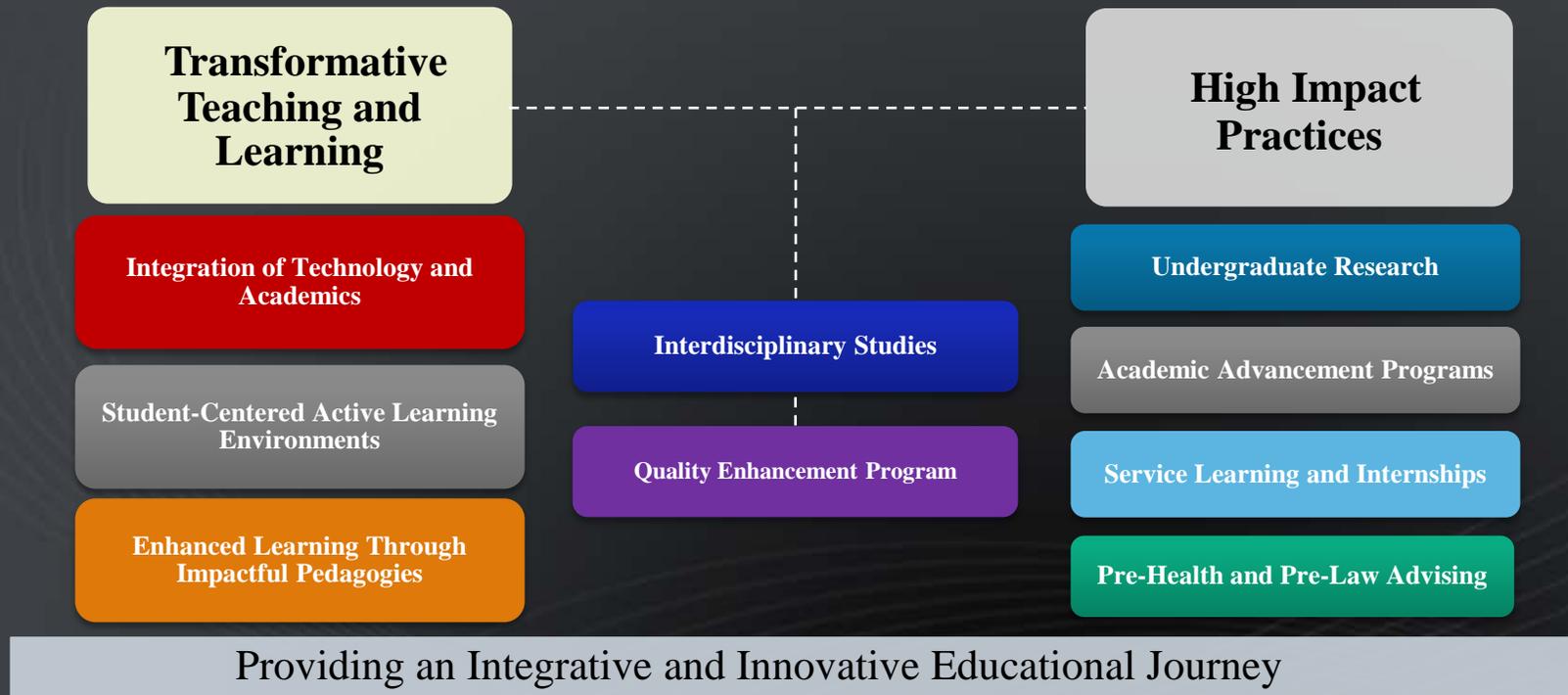


SOCIAL JUSTICE,  
DIVERSITY AND  
INCLUSION



# Division of Teaching and Learning and College of Undergraduate Studies

Promoting student learning and increasing faculty and student engagement



# Helping Students Succeed

## Guiding Questions:

- What do you want to do when you graduate from UCF?
- What do you want to major in at UCF?
- What do you want to do while you're at UCF?
- When do you plan on graduating?

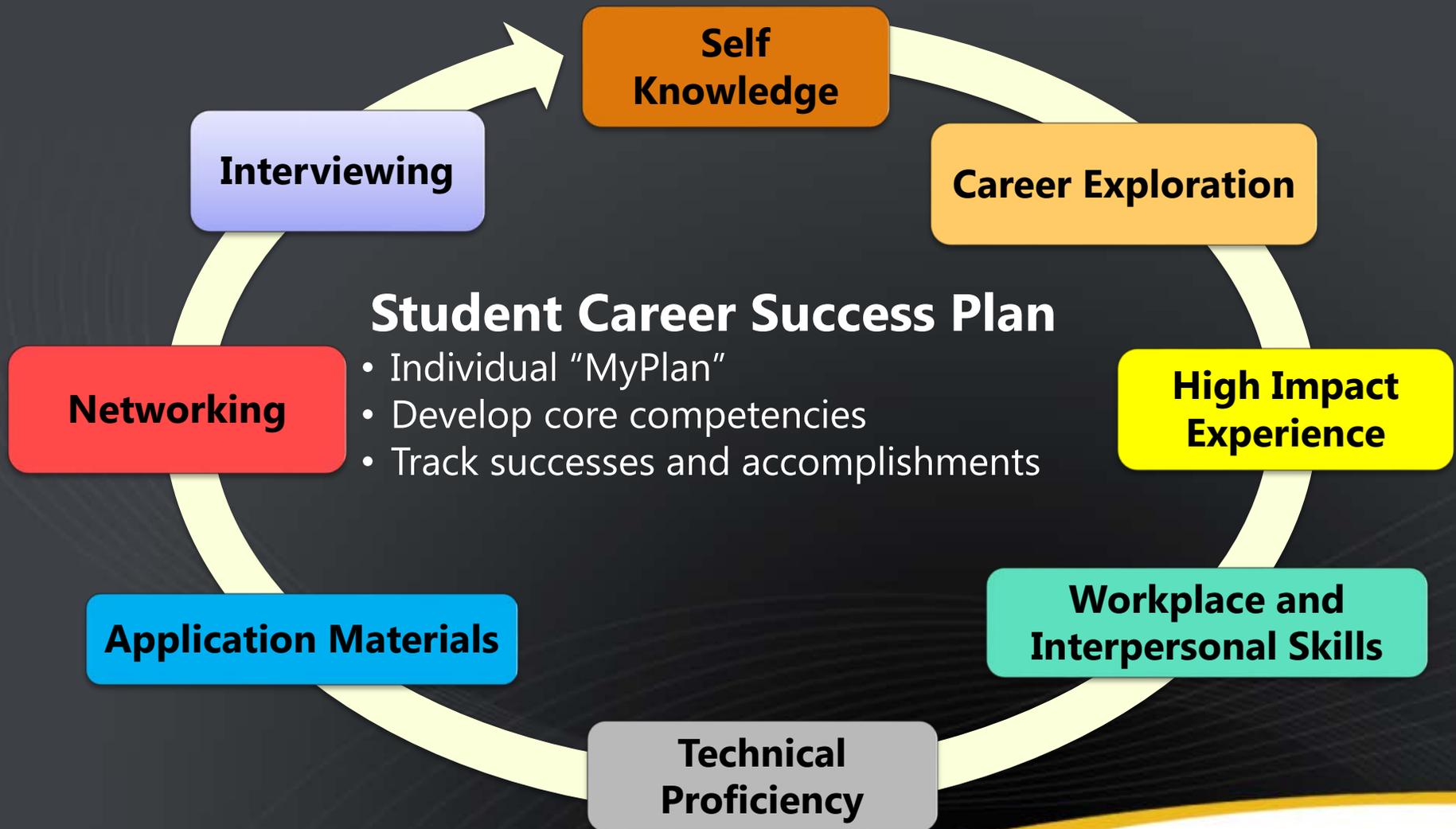


# Supporting Major and Career Choices

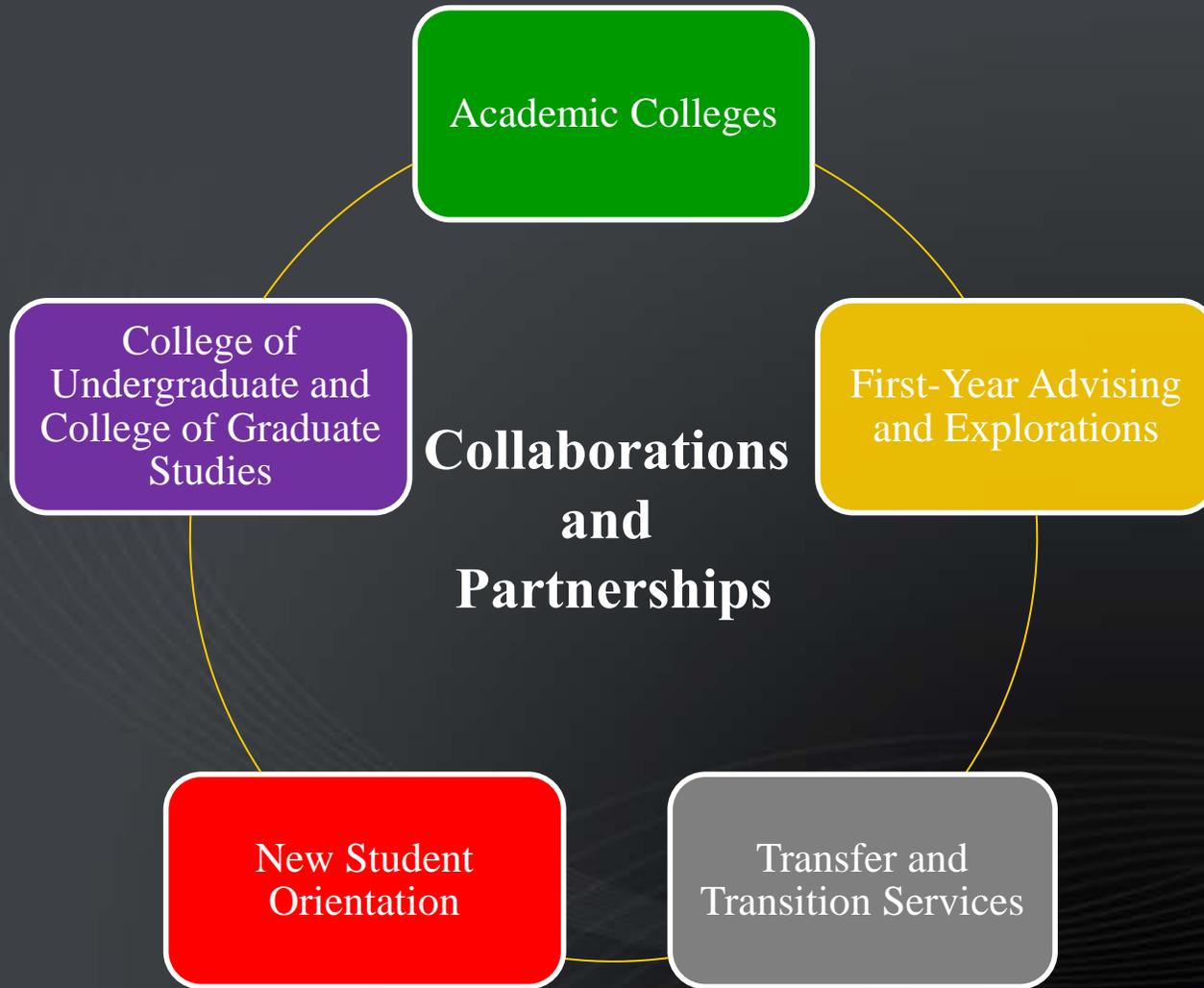


# Career Services:

## Exploration · Experience · Employment



# Career Services



Educate students about job opportunities

Provide salary comparisons among various fields of study



# Career Services

- Number of student contacts made: **32,940**
- Number of students who participated in career workshops: **19,725**
- Number of on-campus student interviews conducted: **1,390**
- Number of resumes critiqued: **3,799**
- Number of students who participated in the Lockheed-Martin College Work Experience Program: **531**
  - Estimated earnings: **\$8 million**
  - Percentage of interns offered full-time jobs: **60%**
- Number of externships: **743**
- Number of employers represented at UCF Career Expo: **582**

Source: UCF Career Services, 2014-15



# Experiential Learning

- Ensure students gain relevant academic, personal and professional knowledge, skills and attitudes
- Build strong partnerships with employers and community partners
  - **Cooperative Education** – students gain practical relevant work experience over a period of multiple terms
  - **Internships** – students gain practical relevant work experience over a period of one term
  - **Service-Learning** – students learn and then apply course content as part of a community service project



# Experiential Learning

## Highlights:

- Number of students placed in co-ops and internships: **4,600**
- Number of co-ops and internships with employers: **1,500**
- Estimated dollar value of time and service of co-ops and internships: **\$16.6 million**
  - Additional savings to the non-profit sector: **over \$4 million**
- Number of service learning hours contributed to the Central Florida region: **174,485**
- Number of student presentations delivered at the Service Learning Student Showcase: **161**

Source: UCF Experiential Learning, 2014-15



# Ready, Set, Work Challenge



# Ready, Set, Work Challenge

“We should be aiming for 100 percent job placement within a year of graduation – especially with a university’s most popular degrees...”

-Governor Rick Scott

“We are ready and we are set to provide an outstanding education for our students, which prepares them for the workplace and for a meaningful career.”

-John C. Hitt  
UCF President

-Marcos R. Marchena  
Chairman  
UCF Board of Trustees



# Ready, Set, Work Challenge

- UCF's Commitment
  - Ensure that **100 percent** of graduates in psychology and registered nursing will get a job within a year of graduation or further their education
  - Improve job placement in key, large programs
- UCF taskforce established in **January 2016**
  - **20** representatives from across the campus
  - Review and enhance ways to inform students about:
    - Major
    - Career
    - Salary
  - Inventory of career readiness practices



# New Student Major and Career Enhancements

## New Student Career Plans for Summer and Fall 2016

- Include career exploration, majors, salaries, and employability information in **new student orientations**
- First Time In College students will complete the UCF **“MyPlan”**
- First Year Advising and Exploration academic advisors will include **career curriculum in advising sessions**
- Housing and Residential Life will include **career conversations between resident assistants and residential students**
- Every new admitted student will receive **major, employment outlook, and salary** information



# First Destination Survey

Developed by:  
Academic Program Quality  
Division of Student Development and Enrollment Services  
UCF Alumni Relations



# First Destination Survey

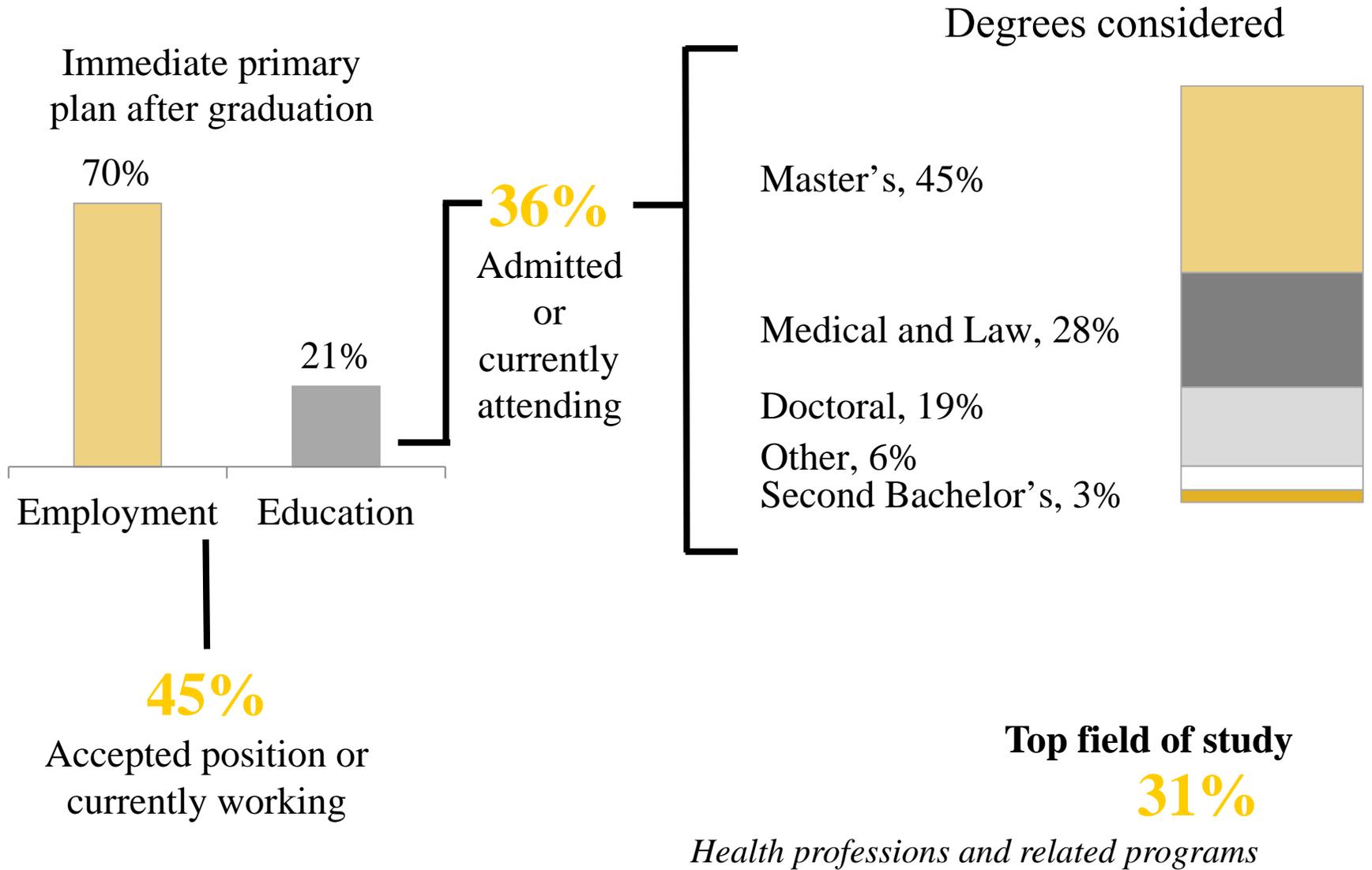
- The First Destination Survey was developed in 2013 to collect key information about the post-graduation outcomes of UCF graduates
- Students are asked about their immediate primary plans upon graduating through two main pathways: employment and further education

- **Status of employment plan**
- **Name of the employer**
- **Industry**
- **Location**
- **Annual salary**

- **Status of further education plan**
- **Name of the institution**
- **Degrees considered**
- **Location**
- **Field of study**

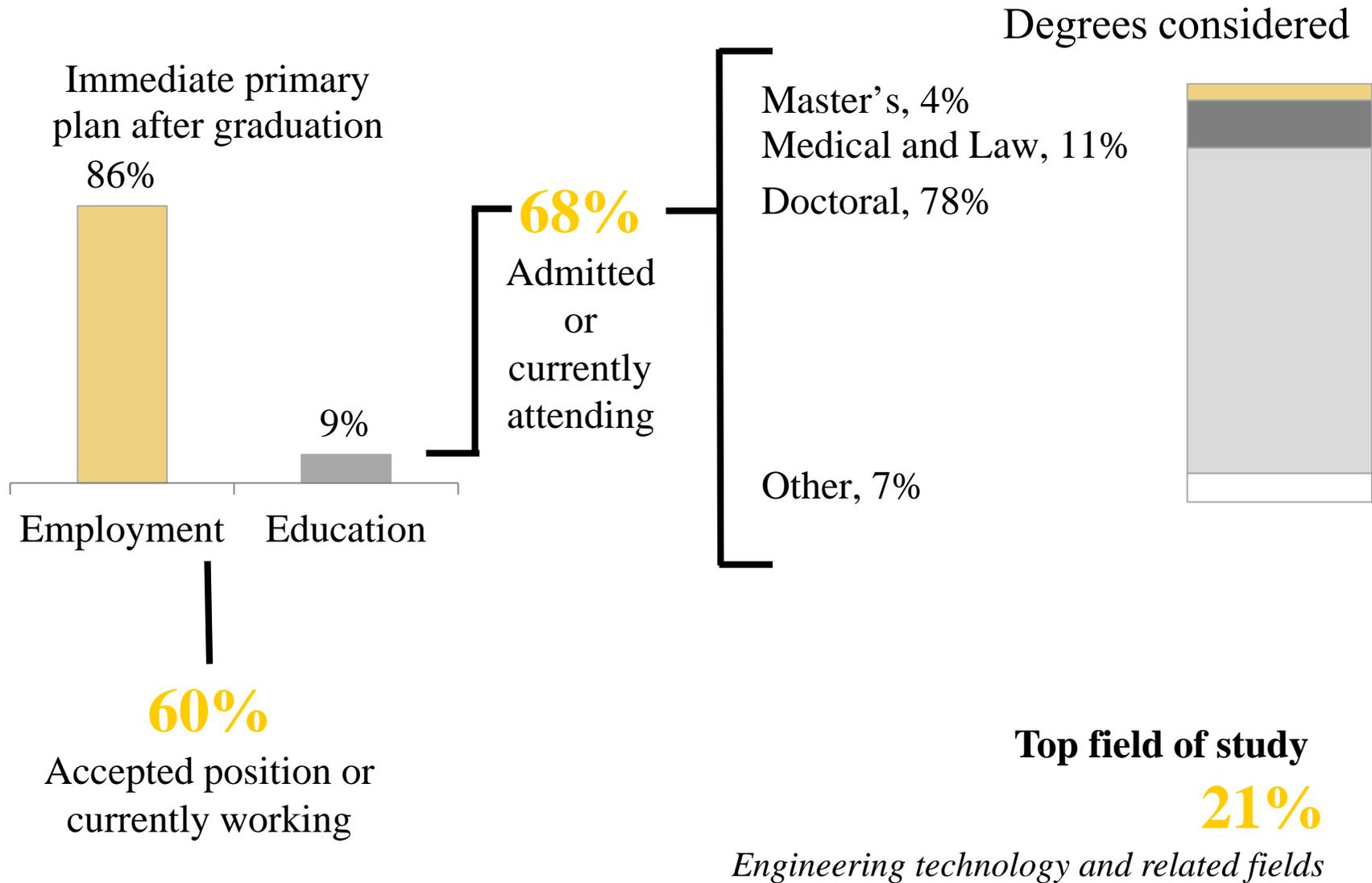


# UCF Graduate Career Outcomes – Undergraduate Students



Source: 2014-2015 First Destination Survey

# UCF Graduate Career Outcomes – Graduate Students



Source: 2014-2015 First Destination Survey

# Resources

- Career Services – <http://career.ucf.edu>
- Office of Experiential Learning – <http://explarning.ucf.edu/index.php>



# DISCUSSION



Board of Trustees Meeting - Reports

ITEM: INFO-3

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** Legislative Update

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION**

Information only.

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**Supporting documentation:** Information forthcoming.

**Prepared by:** Cindy Hawks, Executive Assistant

**Submitted by:** Daniel Holsenbeck, Senior Vice President for University Relations

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## UCF 2016-2017 Legislative Budget Appropriations

	Request	House	Senate	HB5001 (GAA)
Downtown Campus	\$20,000,000	TBD	TBD	\$20,000,000 (PECO)
Partnership IV	\$15,000,000	TBD	TBD	\$14,000,000 (PECO)
ICAMR (UCF Base)	\$10,000,000(R)	\$2,000,000(NR)	0	\$ 5,000,000 (R)
ICAMR (TED)	\$10,000,000(NR)	0	\$ 3,500,000 (NR)	\$10,000,000 (NR)
Business Incubator	\$3,000,000 (R)	TBD	TBD	\$ 1,000,000 (NR)
Evans Community School	\$2,000,000 (R)	\$500,000 (NR)	0	\$ 1,500,000 (NR)
Lou Frey Institute	\$1,000,000 (R)	\$100,000 (NR)	\$ 100,000 (R)	\$ 500,000 (NR)
Crohn's Disease	\$2,000,000 (R)	\$100,000 (NR)	\$ 63,000 (R)	\$ 100,000 (NR)
Istation	\$2,500,000 (R)	\$2,000,000 (R)	0	\$ 2,000,000 (R)
Emerging Preeminence	New Issue	\$10,000,000(R)	\$ 5,000,000 (R)	\$ 5,000,000 (R)
Metropolitan Consortium (FIU, UCF, USF)	\$12,000,000 (R)	0	0	0
Urban Teacher Institute	New Issue	0	\$ 250,000 (R)	\$ 250,000 (R)
Center for Performing Arts	New Issue	0	\$10,000,000 (NR)	\$ 5,048,043 (NR)
Florida Center for Nursing	NA	0	Reduced by \$ 450,000 (R)	\$ (450,000)
FSU, UCF, FIU Security Management	New Issue	0	0	\$ 300,000 (NR)
Florida FIRST Robotics Team Grant	New Issue	0	0	\$ 100,000 (NR)
CARD Center	Formula	\$ 1,721,639	\$ 1,721,639	\$ 1,721,639 (RNR)
Financial Aid	Formula	\$ 858,405	\$ 858,405	\$ 858,405 (RNR)
Performance Based Funding	NA	NA	NA	TBD
Center for Unique Abilities (SB 672)	NA	\$ 8,000,000 (R)	\$ 8,000,000 (R)	\$ 8,000,000 (R)

Note: R=Recurring; NR=Nonrecurring

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CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 2 - EDUCATION (ALL OTHER FUNDS)

FLORIDA A&M UNIVERSITY	
Student Affairs Building.....	6,500,000
FLORIDA ATLANTIC UNIVERSITY	
Jupiter STEM/Life Sciences Building.....	3,031,247
FLORIDA GULF COAST UNIVERSITY	
Integrated Watershed and Coastal Studies .....	3,852,065
FLORIDA INTERNATIONAL UNIVERSITY	
Satellite Chiller Plant Expansion - MMC.....	7,062,041
Land Acquisition.....	8,000,000
FLORIDA POLYTECHNIC UNIVERSITY	
Applied Research Center.....	5,000,000
FLORIDA STATE UNIVERSITY	
Earth Ocean Atmospheric Sciences Building (Ph I).....	12,000,000
Black Student Union.....	1,500,000
NEW COLLEGE OF FLORIDA	
Heiser Natural Science Addition.....	4,222,601
UNIVERSITY OF CENTRAL FLORIDA	
Partnership IV.....	14,000,000
UCF Downtown Campus, Building I .....	20,000,000
Engineering Building I Renovation.....	3,600,000
Interdisciplinary Research and Incubator Facility.....	4,661,485
UNIVERSITY OF FLORIDA	
Nuclear Science Building Renovations/Additions.....	13,768,434
Norman Hall Remodeling.....	14,070,362
UNIVERSITY OF NORTH FLORIDA	
Skinner Jones Hall South (STEM).....	11,000,000
UNIVERSITY OF SOUTH FLORIDA	
Morsani College of Medicine.....	22,500,000
UNIVERSITY OF WEST FLORIDA	
Laboratory Sciences Annex, Phase I.....	10,800,000
SYSTEM	
FIO Replacement Vessel (R/V Bellows).....	3,000,000

Funds in Specific Appropriation 22 for the University of Central Florida Downtown Campus shall not be released until the university documents commitments or receipts from non state appropriated funds or private donations on a matching basis.

23 FIXED CAPITAL OUTLAY  
SPECIAL FACILITY CONSTRUCTION ACCOUNT  
FROM PUBLIC EDUCATION CAPITAL  
OUTLAY AND DEBT SERVICE TRUST FUND 75,370,357

Funds in Specific Appropriation 23 shall be allocated in accordance with section 1013.64(2), Florida Statutes, to the following projects:

Washington (3rd and final year).....	9,226,361
Levy (3rd and final year).....	11,471,707
Calhoun (3rd and final year).....	8,419,842
Holmes (3rd and final year).....	18,733,115
Dixie (3rd and final year).....	6,693,200
Hamilton (2nd of 3 years).....	10,128,694
Jefferson (1st of 3 years).....	4,816,261
Taylor (1st of 3 years) .....	5,881,177

24 FIXED CAPITAL OUTLAY  
DEBT SERVICE  
FROM CAPITAL IMPROVEMENTS FEE  
TRUST FUND 16,143,859  
FROM PUBLIC EDUCATION CAPITAL  
OUTLAY AND DEBT SERVICE TRUST FUND 897,367,801  
FROM SCHOOL DISTRICT AND COMMUNITY  
COLLEGE DISTRICT CAPITAL OUTLAY  
AND DEBT SERVICE TRUST FUND . . . . 62,000,467

Funds in Specific Appropriation 24 from the School District and Community College District Capital Outlay and Debt Service Trust Fund are for Fiscal Year 2016-2017 debt service on bonds authorized pursuant to the School Capital Outlay Amendment, subsection (d), section 9, Article XII of the State Constitution, and any other continuing payments necessary or incidental to the repayment of the bonds. These funds may be used to refinance any or all series if it is in the best interest of the state as determined by the Division of Bond Finance. If the debt service appropriated for this program in Specific Appropriation 24 is insufficient due to interest rate changes, issuance timing, or other circumstances, the amount of the insufficiency is appropriated from the School District and Community College District Capital Outlay and Debt

3

Description of UCF Funding for Continued Partnership with the Dr. Phillips Center for the Performing Arts

The dollars received by UCF in the 2016 General Appropriations Act will support the ongoing involvement and partnership that UCF enjoys with the Dr. Phillips Center for the Performing Arts and the City of Orlando. These funds will be used to enhance the facilities and production support that are used by UCF's current and expanding programming in the heart of downtown. This appropriation builds upon the highly successful "UCF Celebration of the Arts" at the Dr. Phillips Center, which showcases UCF's performing and visual arts as well as engaging thousands of high school students from across the state. These dollars are a reflection on UCF's long-standing commitment to the arts in Downtown Orlando, including the UCF "Rep" and Shakespeare theaters, which provide both classical and creative performances for the central Florida community.

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CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 1 - EDUCATION ENHANCEMENT

TOTAL: PROGRAM: STATE GRANTS/K-12 PROGRAM - FEFP  
 FROM TRUST FUNDS . . . . . 515,131,691  
 TOTAL ALL FUNDS . . . . . 515,131,691

PROGRAM: WORKFORCE EDUCATION

10 AID TO LOCAL GOVERNMENTS  
 WORKFORCE DEVELOPMENT  
 FROM EDUCATIONAL ENHANCEMENT TRUST  
 FUND . . . . . 88,496,600

Funds in Specific Appropriation 10 are allocated in Specific Appropriation 122. These funds are provided for school district workforce education programs as defined in section 1004.02(25), Florida Statutes.

FLORIDA COLLEGES, DIVISION OF

PROGRAM: FLORIDA COLLEGES

12 AID TO LOCAL GOVERNMENTS  
 GRANTS AND AIDS - FLORIDA COLLEGE SYSTEM  
 PROGRAM FUND  
 FROM EDUCATIONAL ENHANCEMENT TRUST  
 FUND . . . . . 273,796,073

The funds in Specific Appropriation 12 shall be allocated as follows:

Eastern Florida State College.....	10,319,237
Broward College.....	20,751,950
College of Central Florida.....	5,448,687
Chipola College.....	3,140,690
Daytona State College.....	12,394,496
Florida SouthWestern State College.....	7,545,727
Florida State College at Jacksonville.....	18,640,220
Florida Keys Community College.....	1,596,285
Gulf Coast State College.....	5,223,265
Hillsborough Community College.....	14,154,981
Indian River State College.....	11,454,744
Florida Gateway College.....	3,240,989
Lake-Sumter State College.....	3,227,622
State College of Florida, Manatee-Sarasota.....	5,535,261
Miami Dade College.....	42,064,594
North Florida Community College.....	1,767,039
Northwest Florida State College.....	4,626,035
Palm Beach State College.....	13,733,434
Pasco-Hernando State College.....	6,706,039
Pensacola State College.....	8,366,828
Polk State College.....	6,629,060
Saint Johns River State College.....	4,348,251
Saint Petersburg College.....	16,693,508
Santa Fe College.....	8,655,701
Seminole State College of Florida.....	9,404,895
South Florida State College.....	3,829,925
Tallahassee Community College.....	7,653,868
Valencia College.....	16,642,742

UNIVERSITIES, DIVISION OF

PROGRAM: EDUCATIONAL AND GENERAL ACTIVITIES

Funds in Specific Appropriations 13 through 17 shall be expended in accordance with operating budgets which must be approved by each university's board of trustees.

13 AID TO LOCAL GOVERNMENTS  
 GRANTS AND AIDS - EDUCATION AND GENERAL  
 ACTIVITIES  
 FROM EDUCATIONAL ENHANCEMENT TRUST  
 FUND . . . . . 276,084,320

Funds in Specific Appropriation 13 shall be allocated as follows:

University of Florida.....	50,765,017
Florida State University.....	42,414,121

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CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 1 - EDUCATION ENHANCEMENT

Florida A&M University.....	16,015,611
University of South Florida.....	37,841,566
University of South Florida, St. Petersburg.....	1,671,055
University of South Florida, Sarasota/Manatee.....	1,421,849
Florida Atlantic University.....	22,506,154
University of West Florida.....	8,492,718
University of Central Florida.....	38,834,488
Florida International University.....	33,200,019
University of North Florida.....	13,829,188
Florida Gulf Coast University.....	7,684,070
New College of Florida.....	1,115,762
Florida Polytechnic University.....	292,702
14 AID TO LOCAL GOVERNMENTS	
GRANTS AND AIDS - IFAS (INSTITUTE OF FOOD	
AND AGRICULTURAL SCIENCE)	
FROM EDUCATIONAL ENHANCEMENT TRUST	
FUND . . . . .	12,533,877
15 AID TO LOCAL GOVERNMENTS	
GRANTS AND AIDS - UNIVERSITY OF SOUTH	
FLORIDA MEDICAL CENTER	
FROM EDUCATIONAL ENHANCEMENT TRUST	
FUND . . . . .	9,349,672
16 AID TO LOCAL GOVERNMENTS	
GRANTS AND AIDS - UNIVERSITY OF FLORIDA	
HEALTH CENTER	
FROM EDUCATIONAL ENHANCEMENT TRUST	
FUND . . . . .	5,796,416
17 AID TO LOCAL GOVERNMENTS	
GRANTS AND AIDS - FLORIDA STATE UNIVERSITY	
MEDICAL SCHOOL	
FROM EDUCATIONAL ENHANCEMENT TRUST	
FUND . . . . .	605,115
TOTAL: PROGRAM: EDUCATIONAL AND GENERAL ACTIVITIES	
FROM TRUST FUNDS . . . . .	304,369,400
TOTAL ALL FUNDS . . . . .	304,369,400
TOTAL OF SECTION 1	
FROM TRUST FUNDS . . . . .	1,782,974,536
TOTAL ALL FUNDS . . . . .	1,782,974,536

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CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 2 - EDUCATION (ALL OTHER FUNDS)

SPECIFIC APPROPRIATION

The moneys contained herein are appropriated from the named funds to the Department of Education as the amounts to be used to pay the salaries, other operational expenditures and fixed capital outlay.

EDUCATION, DEPARTMENT OF

PROGRAM: EDUCATION - FIXED CAPITAL OUTLAY

The Legislature hereby finds and determines that the items and sums designated in Specific Appropriations 19 through 23, and 26 through 29 from the Public Education Capital Outlay and Debt Service Trust Fund constitute authorized capital outlay projects within the meaning and as required by section 9(a)(2), Article XII of the State Constitution, as amended, and any other law. In accordance therewith, the moneys in the following items are authorized to be expended for the enumerated authorized capital outlay projects.

The sum designated for each project is the maximum sum to be expended for each specified phase of the project from funds accruing under section 9(a)(2), Article XII of the State Constitution. The scope of each project shall be planned so that the amounts specified shall not be exceeded, or any excess in costs shall be funded by sources other than this appropriation. Such excess costs may be funded from the Public Education Capital Outlay and Debt Service Trust Fund only as a result of fund transfers pursuant to section 216.292 (4) (c), Florida Statutes. Each project shall be constructed on the site specified. If existing facilities and acquisition of new sites are a part of these projects, each such building and site must be certified to be free of contamination, asbestos, and other hazardous materials before the facility or site may be acquired. The provisions of section 216.301 (2), Florida Statutes, shall apply to all capital outlay funds appropriated from the Public Education Capital Outlay and Debt Service Trust Fund for the Fiscal Year 2016-2017 in Specific Appropriations 19 through 23 and 26 through 29.

The Governor's Office of Policy and Budget shall establish Fixed Capital Outlay budget authority within appropriate accounts to enable expenditure of funds appropriated for the state universities, the Florida School for the Deaf and the Blind, the Division of Blind Services, public broadcasting, public school districts, technical colleges and Florida colleges.

18	FIXED CAPITAL OUTLAY	
	STATE UNIVERSITY SYSTEM CAPITAL	
	IMPROVEMENT FEE PROJECTS	
	FROM CAPITAL IMPROVEMENTS FEE	
	TRUST FUND . . . . .	35,000,000

Funds in Specific Appropriation 18 shall be allocated by the Board of Governors to the universities on a pro rata distribution basis in accordance with the Board of Governors Legislative Budget Request for funding from the Capital Improvements Fee Trust Fund, as approved November 5, 2015. Each board of trustees shall report to the Board of Governors the funding it allocates to each specific project.

19	FIXED CAPITAL OUTLAY	
	MAINTENANCE, REPAIR, RENOVATION, AND	
	REMODELING	
	FROM PUBLIC EDUCATION CAPITAL	
	OUTLAY AND DEBT SERVICE TRUST FUND	247,960,038

Funds in Specific Appropriation 19 shall be allocated as follows:

Charter Schools.....	75,000,000
Public Schools.....	75,000,000
Florida College System.....	36,155,369
State University System.....	61,804,669

Funds in Specific Appropriation 19 for colleges and universities shall be distributed in accordance with section 1013.64(1), Florida Statutes.



CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 2 - EDUCATION (ALL OTHER FUNDS)

20 FIXED CAPITAL OUTLAY  
 SURVEY RECOMMENDED NEEDS - PUBLIC SCHOOLS  
 FROM PUBLIC EDUCATION CAPITAL  
 OUTLAY AND DEBT SERVICE TRUST FUND 5,293,588

Funds in Specific Appropriation 20 shall be distributed among the lab schools approved pursuant to section 1002.32, Florida Statutes, based upon full-time equivalent student membership.

21 FIXED CAPITAL OUTLAY  
 FLORIDA COLLEGE SYSTEM PROJECTS  
 FROM PUBLIC EDUCATION CAPITAL  
 OUTLAY AND DEBT SERVICE TRUST FUND 176,023,443

Funds in Specific Appropriation 21 shall be allocated as follows:

BROWARD COLLEGE	
Rem/Ren Bldg 32 Instructional & Support-Downtown.....	5,000,000
CHIPOLA COLLEGE	
Ren/Chiller Underground Utilities-Marianna.....	4,498,184
COLLEGE OF CENTRAL FLORIDA	
Construct Levy Center.....	7,282,576
DAYTONA STATE COLLEGE	
Construct Bldg 220 - Stu Svc/Clxrm/Office - Daytona.....	3,575,803
EASTERN FLORIDA STATE COLLEGE	
Const Student Union - Melbourne.....	9,542,009
Center for Innovation Technology Education (CITE).....	14,992,044
FLORIDA GATEWAY COLLEGE	
Ren/Rem Bldgs 8 & 9 Math Sci & Aud-Lake City.....	1,000,000
FLORIDA KEYS COMMUNITY COLLEGE	
Ren/Rem Chillers, Towers, AHU, EMS-Main.....	4,500,000
FLORIDA SOUTHWESTERN STATE COLLEGE	
Rem/Ren Bldg 5 Science - Collier.....	536,949
Replacement of Collier Campus External Foam Insulation System EFIS.....	8,000,000
HILLSBOROUGH COMMUNITY COLLEGE	
Allied Health Center-Dale Mabry.....	3,000,000
South Shore Campus.....	3,000,000
INDIAN RIVER STATE COLLEGE	
Rem/Ren Fac No. 8 Industrial Tech - Main.....	1,500,000
LAKE SUMTER STATE COLLEGE	
Telecom/Utilities Infrastructure-Collegewide.....	1,000,000
Construct Science Labs - Clermont.....	1,500,000
MIAMI DADE COLLEGE	
Rem/Ren/New/Clxrms/Labs/Sup Svcs-West.....	7,000,000
PALM BEACH STATE COLLEGE	
Multipurp Clxrm/Admin Bldg, site-Loxahatchee.....	9,004,182
PASCO-HERNANDO STATE COLLEGE	
Construct Performing Arts Education Center.....	11,000,000
PENSACOLA STATE COLLEGE	
Bears Classroom Bldg (Replace Bldg 1)-Main.....	8,000,000
POLK STATE COLLEGE	
Rem/Ren Learning Resource Center-Main - Winter Haven.....	5,969,184
SANTA FE COLLEGE	
Const Clxrm, Lab, & Library Bldg-Blount.....	2,563,712
SEMINOLE STATE COLLEGE	
Rem/Ren Bldgs L & F to Clxrms/Labs/Office-Main.....	12,747,868
Student Center-Sanford/Lake Mary.....	12,691,933
ST. JOHNS RIVER STATE COLLEGE	
Rem/Ren/Add Instruc & Support-Orange Park.....	6,000,000
ST. PETERSBURG COLLEGE	
Student Success Center - Gibbs Campus.....	10,000,000
STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA	
Construct Library-Bradenton.....	8,982,024
TALLAHASSEE COMMUNITY COLLEGE	
Ren Central Utility Plant/Infra-Main.....	1,000,000
VALENCIA COLLEGE	
Building 1 - Poinciana .....	12,136,975

22 ~~FIXED CAPITAL OUTLAY~~  
 STATE UNIVERSITY SYSTEM PROJECTS  
 FROM GENERAL REVENUE FUND . . . . . 11,000,000  
 FROM PUBLIC EDUCATION CAPITAL  
 OUTLAY AND DEBT SERVICE TRUST FUND 157,568,235

Funds in Specific Appropriation 22 shall be allocated as follows:

CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 2 - EDUCATION (ALL OTHER FUNDS)

FLORIDA A&M UNIVERSITY	
Student Affairs Building.....	6,500,000
FLORIDA ATLANTIC UNIVERSITY	
Jupiter STEM/Life Sciences Building.....	3,031,247
FLORIDA GULF COAST UNIVERSITY	
Integrated Watershed and Coastal Studies .....	3,852,065
FLORIDA INTERNATIONAL UNIVERSITY	
Satellite Chiller Plant Expansion - MMC.....	7,062,041
Land Acquisition.....	8,000,000
FLORIDA POLYTECHNIC UNIVERSITY	
Applied Research Center.....	5,000,000
FLORIDA STATE UNIVERSITY	
Earth Ocean Atmospheric Sciences Building (Ph I).....	12,000,000
Black Student Union.....	1,500,000
NEW COLLEGE OF FLORIDA	
Heiser Natural Science Addition.....	4,222,601
UNIVERSITY OF CENTRAL FLORIDA	
Partnership IV.....	14,000,000
UCF Downtown Campus, Building I .....	20,000,000
Engineering Building I Renovation.....	3,600,000
Interdisciplinary Research and Incubator Facility.....	4,661,485
UNIVERSITY OF FLORIDA	
Nuclear Science Building Renovations/Additions.....	13,768,434
Norman Hall Remodeling.....	14,070,362
UNIVERSITY OF NORTH FLORIDA	
Skinner Jones Hall South (STEM).....	11,000,000
UNIVERSITY OF SOUTH FLORIDA	
Morsani College of Medicine.....	22,500,000
UNIVERSITY OF WEST FLORIDA	
Laboratory Sciences Annex, Phase I.....	10,800,000
SYSTEM	
FIO Replacement Vessel (R/V Bellows).....	3,000,000

Funds in Specific Appropriation 22 for the University of Central Florida Downtown Campus shall not be released until the university documents commitments or receipts from non state appropriated funds or private donations on a matching basis.

23 FIXED CAPITAL OUTLAY  
SPECIAL FACILITY CONSTRUCTION ACCOUNT  
FROM PUBLIC EDUCATION CAPITAL  
OUTLAY AND DEBT SERVICE TRUST FUND 75,370,357

Funds in Specific Appropriation 23 shall be allocated in accordance with section 1013.64(2), Florida Statutes, to the following projects:

Washington (3rd and final year).....	9,226,361
Levy (3rd and final year).....	11,471,707
Calhoun (3rd and final year).....	8,419,842
Holmes (3rd and final year).....	18,733,115
Dixie (3rd and final year).....	6,693,200
Hamilton (2nd of 3 years).....	10,128,694
Jefferson (1st of 3 years).....	4,816,261
Taylor (1st of 3 years) .....	5,881,177

24 FIXED CAPITAL OUTLAY  
DEBT SERVICE  
FROM CAPITAL IMPROVEMENTS FEE  
TRUST FUND . . . . . 16,143,859  
FROM PUBLIC EDUCATION CAPITAL  
OUTLAY AND DEBT SERVICE TRUST FUND 897,367,801  
FROM SCHOOL DISTRICT AND COMMUNITY  
COLLEGE DISTRICT CAPITAL OUTLAY  
AND DEBT SERVICE TRUST FUND . . . . . 62,000,467

Funds in Specific Appropriation 24 from the School District and Community College District Capital Outlay and Debt Service Trust Fund are for Fiscal Year 2016-2017 debt service on bonds authorized pursuant to the School Capital Outlay Amendment, subsection (d), section 9, Article XII of the State Constitution, and any other continuing payments necessary or incidental to the repayment of the bonds. These funds may be used to refinance any or all series if it is in the best interest of the state as determined by the Division of Bond Finance. If the debt service appropriated for this program in Specific Appropriation 24 is insufficient due to interest rate changes, issuance timing, or other circumstances, the amount of the insufficiency is appropriated from the School District and Community College District Capital Outlay and Debt



CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 2 - EDUCATION (ALL OTHER FUNDS)

Each center shall provide a report to the Department of Education by September 1, 2017, for the 2016-2017 fiscal year that shall include the following: (1) the number of children served, (2) the number of parents served, (3) the number of persons participating in in-service education activities, (4) the number of districts served, and (5) specific services provided.

101 SPECIAL CATEGORIES  
 GRANTS AND AIDS - NEW WORLD SCHOOL OF THE ARTS  
 FROM GENERAL REVENUE FUND . . . . . 650,000

102 SPECIAL CATEGORIES  
 GRANTS AND AIDS - SCHOOL DISTRICT MATCHING GRANTS PROGRAM  
 FROM GENERAL REVENUE FUND . . . . . 4,500,000

Funds in Specific Appropriation 102 are provided as challenge grants to public school district education foundations for programs that serve low-performing students, technical career education, literacy initiatives, Science, Technology, Engineering, Math (STEM) Education initiatives, increased teacher quality and/or increased graduation rates. The amount of each grant shall be equal to the private contribution made to a qualifying public school district education foundation. In-kind contributions shall not be considered for matching purposes. Administrative costs for the program shall not exceed five percent.

Before any funds provided in Specific Appropriation 102 may be disbursed to any public school district education foundation, the public school district foundation must certify to the Commissioner of Education that the private cash has actually been received by the public school education foundation seeking matching funds. The Consortium of Florida Education Foundations shall be the fiscal agent for this program.

103 SPECIAL CATEGORIES  
 GRANTS AND AIDS - THE FLORIDA BEST AND BRIGHTEST TEACHER SCHOLARSHIP PROGRAM  
 FROM GENERAL REVENUE FUND . . . . . 49,000,000

Funds in Specific Appropriation 103 are provided to implement Florida's Best and Brightest Teacher Scholarship Program as provided in House Bill 5003, or similar legislation. The amount disbursed shall include a scholarship in the amount of up to \$10,000 to be awarded to every eligible classroom teacher. If the number of eligible classroom teachers exceeds the total appropriation, the department shall prorate the per-teacher scholarship amount.

104 SPECIAL CATEGORIES  
 EDUCATOR PROFESSIONAL LIABILITY INSURANCE  
 FROM GENERAL REVENUE FUND . . . . . 1,200,000

105 SPECIAL CATEGORIES  
 TEACHER AND SCHOOL ADMINISTRATOR DEATH BENEFITS  
 FROM GENERAL REVENUE FUND . . . . . 18,000

106 SPECIAL CATEGORIES  
 RISK MANAGEMENT INSURANCE  
 FROM GENERAL REVENUE FUND . . . . . 473,837  
 FROM ADMINISTRATIVE TRUST FUND . . . . . 49,058

107 SPECIAL CATEGORIES  
 GRANTS AND AIDS - AUTISM PROGRAM  
 FROM GENERAL REVENUE FUND . . . . . 9,400,000

Funds provided in Specific Appropriation 107 shall be allocated as follows:

Florida Atlantic University.....	1,056,776
Florida State University (College of Medicine).....	1,224,008
University of Central Florida.....	1,721,639
University of Florida (College of Medicine).....	1,077,893
University of Florida (Jacksonville).....	1,072,732
University of Miami (Department of Psychology) including \$391,650 for activities in Broward County through Nova Southeastern University.....	1,802,195

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CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 2 - EDUCATION (ALL OTHER FUNDS)

reimbursements up to the actual Medicaid inpatient and outpatient costs. In the event that enhanced Medicaid funding is not implemented by the Agency for Health Care Administration, these funds shall remain appropriated to the H. Lee Moffitt Cancer Center and Research Institute to continue the original purpose of providing research and education related to cancer.

142	AID TO LOCAL GOVERNMENTS	
	GRANTS AND AIDS - <del>EDUCATION AND GENERAL</del>	
	<u>ACTIVITIES</u>	
	FROM GENERAL REVENUE FUND . . . . .	1,978,906,215
	FROM EDUCATION AND GENERAL STUDENT	
	AND OTHER FEES TRUST FUND . . . . .	1,803,681,051
	FROM PHOSPHATE RESEARCH TRUST FUND .	5,071,736

The funds provided in Specific Appropriations 142 through 150 from the Education and General Student and Other Fees Trust Fund are the only budget authority provided in this act for the 2016-2017 fiscal year to the named universities to expend tuition and fees that are collected during the 2016-2017 fiscal year and carried forward from the prior fiscal year and that are appropriated into local accounts pursuant to section 1011.4106, Florida Statutes. The expenditure of tuition and fee revenues from local accounts by each university shall not exceed the authority provided by these specific appropriations, unless approved pursuant to the provisions of chapter 216, Florida Statutes.

General revenue funds provided in Specific Appropriations 142 through 150 to each of the named universities are contingent upon each university complying with the tuition and fee policies established in Part II of chapter 1009, Florida Statutes. However, the funds appropriated to a specific university shall not be affected by the failure of another university to comply with this provision.

Funds in Specific Appropriations 13 through 17 and 142 through 153 shall be expended in accordance with operating budgets that must be approved by each university's board of trustees.

Funds in Specific Appropriation 142 from the General Revenue Fund shall be allocated as follows:

University of Florida.....	257,201,408
Florida State University.....	237,453,654
Florida A&M University.....	64,711,537
University of South Florida.....	157,514,504
University of South Florida, St. Petersburg.....	20,108,413
University of South Florida, Sarasota/Manatee.....	11,487,199
Florida Atlantic University.....	103,332,960
University of West Florida.....	88,646,512
University of Central Florida.....	198,938,183
Florida International University.....	148,249,783
University of North Florida.....	61,099,844
Florida Gulf Coast University.....	49,209,201
New College of Florida.....	15,148,958
Florida Polytechnic University.....	34,566,559
State University Performance Based Incentives.....	500,000,000
Johnson Matching Grant.....	1,237,500
Preeminent State Research Universities.....	20,000,000
Emerging Preeminent State Research Universities.....	10,000,000

Funds in Specific Appropriation 142 from the Education and General Student and Other Fees Trust Fund shall be allocated as follows:

University of Florida.....	340,500,302
Florida State University.....	238,310,768
Florida A&M University.....	67,801,614
University of South Florida.....	206,348,108
University of South Florida, St. Petersburg.....	25,616,811
University of South Florida, Sarasota/Manatee.....	9,599,637
Florida Atlantic University.....	136,074,256
University of West Florida.....	61,126,485
University of Central Florida.....	302,637,031
Florida International University.....	263,389,167
University of North Florida.....	69,884,501
Florida Gulf Coast University.....	69,063,276
New College of Florida.....	6,783,402
Florida Polytechnic University.....	6,545,693

Undergraduate tuition shall be assessed in accordance with section



CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 2 - EDUCATION (ALL OTHER FUNDS)

1009.24, Florida Statutes. Tuition for graduate and professional programs and out-of-state fees for all programs shall be established pursuant to section 1009.24, Florida Statutes. No state university may receive general revenue funding associated with the enrollment of out-of-state students.

Each university board of trustees is given flexibility to make necessary adjustments to its operating budget. If any board reduces individual programs or projects within the university by more than 10 percent during the 2016-2017 fiscal year, written notification shall be made to the Executive Office of the Governor, the President of the Senate, the Speaker of the House of Representatives, and the Board of Governors.

Pursuant to section 1011.90, Florida Statutes, the development of these appropriations was based on the planned enrollment for each university as submitted by the Board of Governors on January 25, 2016.

Funds in Specific Appropriation 142 from the Phosphate Research Trust Fund are provided for the Florida Polytechnic University.

From the funds in Specific Appropriation 142, \$500,000,000 is provided for State University System Performance Based Incentives. The funds available for allocation to the universities based on the performance funding model shall consist of the state's investment of \$225,000,000 in performance funding, plus an institutional investment of \$275,000,000 consisting of funds to be redistributed from the base funding of the State University System. The Board of Governors shall allocate all appropriated funds for State University System Performance Based Incentives based on the requirements in HB 5003, or similar legislation.

From the funds in Specific Appropriation 142 provided to the University of West Florida, \$2,535,616 shall be released to the Florida Academic Library Services Cooperative at the University of West Florida at the beginning of the first quarter and \$4,317,400 shall be released at the beginning of the second quarter in addition to the normal releases. The additional releases are provided to maximize cost savings through centralized purchases of subscription-based electronic resources.

From the funds in Specific Appropriation 142 for the Florida Academic Library Services Cooperative and the Complete Florida Plus Program at the University of West Florida, administrative costs shall not exceed five percent.

From the funds in Specific Appropriation 142, the Board of Governors Foundation shall distribute \$1,237,500 to state universities for Johnson Scholarships in accordance with section 1009.75, Florida Statutes. Sixty percent of such funds shall be released at the beginning of the first quarter and the balance at the beginning of the third quarter.

From the funds provided in Specific Appropriation 142, \$100,000 in general revenue funds is provided for Florida Atlantic University to reimburse secondary school robotics teams that participate in the Florida Atlantic University-sponsored robotics competition for no more than \$1,000 per robotics team.

From the funds provided in Specific Appropriation 142, \$400,000 in general revenue funds is provided for the University of Florida Lastinger Center Winning Reading Boost Pilot Program to fund 1,000 students in Florida's lowest performing elementary schools that have been in the lowest 300 performing elementary schools for at least two consecutive years.

143	AID TO LOCAL GOVERNMENTS GRANTS AND AIDS - FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY AND FLORIDA STATE UNIVERSITY COLLEGE OF ENGINEERING FROM GENERAL REVENUE FUND . . . . .	13,241,710
144	AID TO LOCAL GOVERNMENTS GRANTS AND AIDS - IFAS (INSTITUTE OF FOOD AND AGRICULTURAL SCIENCE) FROM GENERAL REVENUE FUND . . . . .	153,757,460

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CONFERENCE REPORT ON HOUSE BILL 5001

SECTION 2 - EDUCATION (ALL OTHER FUNDS)

145 AID TO LOCAL GOVERNMENTS  
 GRANTS AND AIDS - UNIVERSITY OF SOUTH  
 FLORIDA MEDICAL CENTER  
 FROM GENERAL REVENUE FUND . . . . . 64,017,672  
 FROM EDUCATION AND GENERAL STUDENT  
 AND OTHER FEES TRUST FUND . . . . . 58,297,620

146 AID TO LOCAL GOVERNMENTS  
 GRANTS AND AIDS - UNIVERSITY OF FLORIDA  
 HEALTH CENTER  
 FROM GENERAL REVENUE FUND . . . . . 105,810,483  
 FROM EDUCATION AND GENERAL STUDENT  
 AND OTHER FEES TRUST FUND . . . . . 38,463,434

From the funds in Specific Appropriation 146, \$750,000 in general revenue funds is provided to the Foundation for Healthy Floridians to provide physicians information for their patients for case management/medication compliance education for type II or other chronic illness in low income or underserved areas to encourage healthy living as a key component to reduce health care costs.

147 AID TO LOCAL GOVERNMENTS  
 GRANTS AND AIDS - FLORIDA STATE UNIVERSITY  
 MEDICAL SCHOOL  
 FROM GENERAL REVENUE FUND . . . . . 35,379,583  
 FROM EDUCATION AND GENERAL STUDENT  
 AND OTHER FEES TRUST FUND . . . . . 13,019,086

148 AID TO LOCAL GOVERNMENTS  
 UNIVERSITY OF CENTRAL FLORIDA MEDICAL  
 SCHOOL  
 FROM GENERAL REVENUE FUND . . . . . 26,017,366  
 FROM EDUCATION AND GENERAL STUDENT  
 AND OTHER FEES TRUST FUND . . . . . 15,720,082

149 AID TO LOCAL GOVERNMENTS  
 FLORIDA INTERNATIONAL UNIVERSITY MEDICAL  
 SCHOOL  
 FROM GENERAL REVENUE FUND . . . . . 31,618,328  
 FROM EDUCATION AND GENERAL STUDENT  
 AND OTHER FEES TRUST FUND . . . . . 18,657,406

150 AID TO LOCAL GOVERNMENTS  
 FLORIDA ATLANTIC UNIVERSITY MEDICAL SCHOOL  
 FROM GENERAL REVENUE FUND . . . . . 14,693,918  
 FROM EDUCATION AND GENERAL STUDENT  
 AND OTHER FEES TRUST FUND . . . . . 9,648,247

151 AID TO LOCAL GOVERNMENTS  
 GRANTS AND AIDS - STUDENT FINANCIAL  
 ASSISTANCE  
 FROM GENERAL REVENUE FUND . . . . . 7,140,378

A minimum of 75 percent of the funds provided in Specific Appropriation 151 shall be allocated for need-based financial aid.

Funds in Specific Appropriation 151 shall be allocated as follows:

University of Florida.....	1,737,381
Florida State University.....	1,467,667
Florida A&M University.....	624,417
University of South Florida .....	801,368
Florida Atlantic University.....	399,658
University of West Florida.....	157,766
University of Central Florida.....	858,405
Florida International University.....	540,666
University of North Florida.....	200,570
Florida Gulf Coast University.....	98,073
New College of Florida.....	204,407
Florida Polytechnic University.....	50,000

152 AID TO LOCAL GOVERNMENTS  
 GRANTS AND AIDS - INSTITUTE FOR HUMAN AND  
 MACHINE COGNITION  
 FROM GENERAL REVENUE FUND . . . . . 4,739,184

The funds in Specific Appropriation 152 shall be transferred to the

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## CONFERENCE REPORT ON HOUSE BILL 5001

## SECTION 6 - GENERAL GOVERNMENT

2232 SPECIAL CATEGORIES  
GRANTS AND AID - FLORIDA DEFENSE SUPPORT  
TASK FORCE  
FROM STATE ECONOMIC ENHANCEMENT  
AND DEVELOPMENT TRUST FUND . . . . . 2,000,000

2233 SPECIAL CATEGORIES  
GRANTS AND AID - ADVOCATING INTERNATIONAL  
RELATIONSHIPS  
FROM FLORIDA INTERNATIONAL TRADE  
AND PROMOTION TRUST FUND . . . . . 600,000

The recurring funds provided in Specific Appropriation 2233 are allocated as follows:

CAMACOL - Florida Trade and Exhibition Center..... 400,000  
Southeast US/Japan Association & Florida/Korea Economic  
Cooperation Committee..... 200,000

The Department of Economic Opportunity shall directly contract with these entities.

2234 SPECIAL CATEGORIES  
ECONOMIC DEVELOPMENT PROJECTS  
FROM GENERAL REVENUE FUND . . . . . 12,686,569  
FROM STATE ECONOMIC ENHANCEMENT  
AND DEVELOPMENT TRUST FUND . . . . . 12,609,331  
FROM FLORIDA INTERNATIONAL TRADE  
AND PROMOTION TRUST FUND . . . . . 759,500

The nonrecurring general revenue funds provided in Specific Appropriation 2234 shall be allocated as follows:

International Consortium for Advanced Manufacturing  
Research..... 9,386,569  
Urban League of Broward County..... 1,000,000  
The Idea Center at Miami-Dade College..... 500,000  
Beaver Street Enterprise Center..... 300,000  
Florida-Israel Business Accelerator..... 250,000  
Tampa Innovation Alliance..... 250,000  
eMerge Americas Conference..... 250,000  
West End - StartUp FIU..... 750,000

The nonrecurring funds provided in Specific Appropriation 2234 from the State Economic Enhancement and Development Trust Fund shall be allocated as follows:

Pensacola International Airport Commerce Park..... 1,000,000  
Florida-Israel Business Accelerator..... 750,000  
Florida Atlantic University Tech Runway..... 750,000  
Tampa Innovation Alliance..... 1,000,000  
Florida Turbine Initiative..... 250,000  
Delray Beach CRA Business Incubator..... 125,000  
MAF Center for Advanced Manufacturing Excellence,  
Inc. - FloridaMakes..... 400,000  
All Children's Research Zone..... 1,000,000  
SouthWest Florida Collier County Immokalee/Naples Business  
Accelerator Program..... 2,000,000  
International Consortium for Advanced Manufacturing  
Research..... 613,431  
Scripps Florida Biotech Partnership..... 1,000,000  
City of South Bay Park of Commerce - Inland Logistics  
Center..... 470,900  
Urban League of Broward County..... 1,000,000  
Tallahassee International Airport..... 1,000,000  
Center for Advanced Manufacturing at Lake Tech..... 250,000  
South Florida Economic Development District's Statewide  
Industry Cluster Analysis..... 500,000  
West End Tech Center..... 500,000

From the funds in Specific Appropriation 2234 provided to the SouthWest Florida Collier County Immokalee/Naples Business Accelerator Program, \$250,000 from the State Economic Enhancement and Development Trust Fund shall be transferred to Florida Gulf Coast University Institute for Entrepreneurship and Economic Incubators, Inc.

The nonrecurring funds provided in Specific Appropriation 2234 from

## CONFERENCE REPORT ON HOUSE BILL 5001

8. Seminole State College of Florida - Lease land with facilities and remodel/renovate facilities for instructional, office, support space and parking, as an annex of the State Board of Education approved Main (Sanford/Lake Mary) Campus and/or Altamonte Springs Campus using local funds.
9. State College of Florida, Manatee-Sarasota - Acquire land/facilities with local funds for future growth and development of a new campus/center in Manatee or Sarasota County, subject to State Board of Education approval, and construct/remodel/renovate facilities for classrooms, labs, offices, support space and parking.
10. Tallahassee Community College - Acquire land/facilities for instructional and support services and parking, to support the mission of the State Board of Education approved Wakulla Center using local funds.
11. Valencia College - Construct an academic and support services facility (Building 09 - Film, Sound, and Music Technology / Plant Operations) from local funds at the State Board of Education approved East Campus.
12. Valencia College - Acquire land/facilities and construct/remodel/renovate facilities for classrooms, labs, offices, support space and parking, from local funds at the State Board of Education approved campuses, centers, and special purpose centers.
13. Valencia College - Acquire land/facilities from local funds for future growth and development of a new campus/center in Southwest Orange County, Southeast Orange County, and/or Northeast Osceola County, subject to State Board of Education approval.

SECTION 11. Pursuant to section 1013.74 and section 1013.78, Florida Statutes, the following facilities may be constructed or acquired from non-appropriated sources, which upon completion will require general revenue funds for operation of Education and General space within the building. Each facility is a main campus unless otherwise noted.

University of Florida - Innovation HUB Phase II - Design and construction of Phase II of the Florida Innovation Hub at UF. Multi-level technology building with conference rooms and office and laboratory space, 50,000 gsf.

University of Florida - Wilmont Gardens - will be used for horticultural research and teaching activities, 3,682 gsf.

University of Florida - Addiction Research Center in Yon Hall - Repurposing of vacated Living Well Auxiliary spaces in Yon Hall to house Addiction Research Center, 6,750 gsf.

UF - IFAS/Storage Building Fisheries - equipment storage for Fisheries and Aquatic Sciences, 5,000 gsf. Located at Gainesville.

UF -IFAS/Equipment Storage Wildlife - equipment storage for the Wildlife Ecology and Conservation Department, 3,200 gsf. Located at Gainesville.

UF - IFAS/Beef Teaching Facility Animal Sciences (B0891) - A teaching facility to be located at Sand Hill for the Beef Teaching unit, 22,940 gsf. Located at Gainesville.

UF -IFAS/ Greenhouse Multi-department (B1223) - New eight bay greenhouse at the on-campus Fifield greenhouse complex, 9,920 gsf. Located at Gainesville.

UF -IFAS/ Land Management Building Ordway-Swisher Biological Station (B2242) - Newly acquired building to support land management of the Ordway-Swisher Biological Station, 2,080 gsf. Located at Homestead.

UF -IFAS/ Really Nolen Cabin Ordway-Swisher Biological Station (B2270) - residence to house visiting scientists, 912 gsf. Located at Melrose.

UF -IFAS/ Storage Building Ordway-Swisher Biological Station (B2271) - storage building to store research equipment, 336gsf. Located at Melrose.

UF -IFAS/ Equipment Storage Citrus REC (B7129) - equipment storage building, 280 gsf. Located at Lake Alfred.

UF -IFAS/ Graduate Residence (B7201) - Graduate student residence in

## CONFERENCE REPORT ON HOUSE BILL 5001

- support of Equine Sciences Center, 1,120 gsf. Located at Lowell.
- UF -IFAS/ Mix/Load Facility Indian River REC (B7393) - New mix-load facility in support of grove management, 512 gsf. Located at Ft. Pierce.
- UF -IFAS/ Equipment Storage Plant Science REU (B7531) - Farm equipment storage, 12,000 gsf. Located at Citra.
- UF -IFAS/ Field Building Suwannee Valley Agricultural Extension Center (B8307) - New field building to protect irrigation control system, 220 gsf. Located at Live Oak.
- UF -IFAS/ Equipment Storage Tropical Aquaculture Lab (B9411) - Equipment storage building for expanding research programs at Tropical Aquaculture facility, 2,720 gsf. Located at Ruskin.
- UF -IFAS/Marine Lab Research Office Nature Coast Biological Station (B1850) - Research office building needed for Nature Coast Biological Station research activities and outreach programs, 1,789 gsf. Located at Cedar Key.
- UF -IFAS/Pavilion Nature Coast Biological Station (B1852) - Pavilion is needed for Nature Coast Biological Station research activities and outreach programs, 396 gsf. Located at Cedar Key.
- UF -IFAS/Franklin County Extension Office Extension (B1901) - Building will be used to support aquaculture research activities and extension outreach for Franklin County, 6,504 gsf. Located at Apalachicola.
- UF -IFAS/Aquaculture Facility Extension (B1902) - Building will be used to support aquaculture research activities for Franklin County, 1,344 gsf. Located at Apalachicola.
- UF -IFAS/Equipment Storage Extension (B1903) - Building will be used to support aquaculture research activities and extension outreach for Franklin County, 638 gsf. Located at Apalachicola.
- UF -IFAS/Storage Building Extension (B1904) - Building will be used to support aquaculture research activities and extension outreach for Franklin County, 240 gsf. Located at Apalachicola.
- UF -IFAS/Bunkhouse Ordway-Swisher Biological Station (B2280) - Bunkhouse will be used to house visiting scientists, 3,798 gsf. Located at Hawthorne.
- UF -IFAS/Storage Building Ordway-Swisher Biological Station (B2281) - Will be used to store equipment in support of research, 200 gsf. Located at Hawthorne.
- UF -IFAS/Storage Building Ordway-Swisher Biological Station (B2285) - Residence will be used to house visiting scientists, 1,286 gsf. Located at Hawthorne.
- UF -IFAS/Equipment Building Suwannee Valley Agricultural Extension Center (B8309) - Will be used to protect irrigation controls, 252 gsf. Located at Live Oak.
- UF -IFAS/Equipment Storage Jay (B8420) - Equipment storage building needed to support farm operations equipment at the West Florida Research and Education Unit, 120 gsf. Located at Jay.
- Florida State University - JMS Building (Building No. 2021)- The Building will be donated to FSU, will house an entrepreneurial innovation center, 20,000 gsf.
- University of Central Florida - BPW Building - Will house the College of Education Marriage and Family Research Institute, 4,038 gsf.
- University of Central Florida - Institute for Hospitality in Healthcare at Lake Nona - Offices, classrooms, teaching labs, 36,000 gsf.
- University of Central Florida - District Energy IV Plant - Offices, 13,000 gsf.
- University of Central Florida - CREOL - Research labs, 2,756 gsf.
- Florida International University - Ecology Laboratory Module - Teaching and research lab, 1,218 gsf.

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Florida International University - Bayview Housing Academic Space - Advising and student study space open to all FIU students, 3,760 gsf.

Florida International University - University City Prosperity Project - Covered pedestrian Bridge, 2 elevators and 2 stairway plazas, 6,121 gsf.

SECTION 12. Pursuant to section 1010.62 and section 1013.171, 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.

No state appropriation of funds will be associated with these projects. The Legislature has provided the Board of Governors general authority to consider debt financing for most classes of projects. However, certain athletic and commercial facilities require specific Legislative authorization as a prerequisite condition for these projects. Legislative authorization does not supersede any of the requirements for Board of Governors review and approval of all projects to be financed from debt.

Florida Atlantic University - Hotel Conference Center

Florida State University - Hotel Convention Center

University of Central Florida - Refinance UCF Foundation Properties

University of Central Florida - Bio-Medical Annex Renovation and Expansion

SECTION 13. The sum of \$2,800,000 from the unexpended balance of funds appropriated for the Florida Gulf Coast University South Access Road project in Specific Appropriation 21 of chapter 2015-232, Laws of Florida, is hereby reverted.

SECTION 14. There is hereby appropriated for Fiscal Year 2015-16 to the Department of Education \$12,860,148 in fixed capital outlay funds from the School District and Community College District Capital Outlay and Debt Service Trust Fund to community colleges and school districts pursuant to Section 9, Article XII, of the State Constitution. This section shall take effect upon becoming law.

SECTION 15. The sum of \$2,100,000 from the Educational Enhancement Trust Fund in Specific Appropriation 4 of chapter 2015-232, Laws of Florida, for Florida's Bright Futures Scholarship Program is hereby reverted.

SECTION 16. The unexpended balance of funds provided to the Department of Education from the General Revenue Fund in Specific Appropriation 62 of chapter 2015-232, Laws of Florida, for Access to Better Learning and Education Grants is hereby reverted.

SECTION 17. The unexpended balance of funds provided to the Department of Education from the General Revenue Fund in Specific Appropriation 65 of chapter 2015-232, Laws of Florida, for Florida Resident Access Grants is hereby reverted.

SECTION 18. The unexpended balance of funds provided for the Department of Education Workforce Student Information System in Specific Appropriation 118 of chapter 2015-232, Laws of Florida, is hereby reverted and reappropriated for Fiscal Year 2016-2017 for the same purpose.

SECTION 19. The unexpended balance of funds provided to the Department of Education for the Personal Learning Scholarship Accounts in Specific Appropriation 105 and Section 27 of chapter 2015-232, Laws of Florida, is hereby reverted and reappropriated for the Fiscal Year 2016-2017 for the Gardiner Scholarship Program.

SECTION 20. The sum of \$5,885,430 from the General Revenue Fund in Specific Appropriation 91 of chapter 2015-232, Laws of Florida, for Class Size Reduction is hereby reverted.

SECTION 21. The Legislature hereby adopts by reference for the 2015-2016 fiscal year the alternate compliance calculation amounts as the reduction calculation to the class size operating categorical fund required by section 1003.03(4), Florida Statutes, as set forth in Budget Amendment EOG 00091 as submitted on February 16, 2016, by the Governor on behalf of the Commissioner of Education for approval by the



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(17)

CS/CS/HB 7029, Engrossed 2

2016 Legislature

1509 that fails to make satisfactory progress may not have its full  
 1510 institutional investment restored. Any institutional investment  
 1511 funds that are not restored shall be redistributed in accordance  
 1512 with the state board's performance-based metrics.

1513 (4) Distributions of performance funding, as provided in  
 1514 this section, shall be made to each of the Florida College  
 1515 System institutions listed in the Florida Colleges category in  
 1516 the General Appropriations Act.

1517 (5) By October 1 of each year, the State Board of  
 1518 Education shall submit to the Governor, the President of the  
 1519 Senate, and the Speaker of the House of Representatives a report  
 1520 on the previous fiscal year's performance funding allocation,  
 1521 which must reflect the rankings and award distributions.

1522 (6) The State Board of Education shall adopt rules to  
 1523 administer this section.

1524 Section 10. Subsection (1) of section 1001.7065, Florida  
 1525 Statutes, is reenacted, and subsections (2), (3), and (5)  
 1526 through (8) of that section are amended, to read:

1527 1001.7065 Preeminent state research universities program.—

1528 (1) STATE UNIVERSITY SYSTEM SHARED GOVERNANCE  
 1529 COLLABORATION.—A collaborative partnership is established  
 1530 between the Board of Governors and the Legislature to elevate  
 1531 the academic and research preeminence of Florida's highest-  
 1532 performing state research universities in accordance with this  
 1533 section. The partnership stems from the State University System  
 1534 Governance Agreement executed on March 24, 2010, wherein the

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1535 Board of Governors and leaders of the Legislature agreed to a  
 1536 framework for the collaborative exercise of their joint  
 1537 authority and shared responsibility for the State University  
 1538 System. The governance agreement confirmed the commitment of the  
 1539 Board of Governors and the Legislature to continue collaboration  
 1540 on accountability measures, the use of data, and recommendations  
 1541 derived from such data.

1542 (2) ACADEMIC AND RESEARCH EXCELLENCE STANDARDS. ~~Effective~~  
 1543 ~~July 1, 2013,~~ The following academic and research excellence  
 1544 standards are established for the preeminent state research  
 1545 universities program:

1546 (a) An average weighted grade point average of 4.0 or  
 1547 higher on a 4.0 scale and an average SAT score of 1800 or higher  
 1548 on a 2400-point scale or 1200 or higher on a 1600-point scale  
 1549 for fall semester incoming freshmen, as reported annually.

1550 (b) A top-50 ranking on at least two well-known and highly  
 1551 respected national public university rankings, including, but  
 1552 not limited to, the U.S. News and World Report rankings,  
 1553 reflecting national preeminence, using most recent rankings.

1554 (c) A freshman retention rate of 90 percent or higher for  
 1555 full-time, first-time-in-college students, as reported annually  
 1556 to the Integrated Postsecondary Education Data System (IPEDS).

1557 (d) A 6-year graduation rate of 70 percent or higher for  
 1558 full-time, first-time-in-college students, as reported annually  
 1559 to the IPEDS.

1560 (e) Six or more faculty members at the state university

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2016 Legislature

1561 who are members of a national academy, as reported by the Center  
 1562 for Measuring University Performance in the Top American  
 1563 Research Universities (TARU) annual report or the official  
 1564 membership directories maintained by each national academy.

1565 (f) Total annual research expenditures, including federal  
 1566 research expenditures, of \$200 million or more, as reported  
 1567 annually by the National Science Foundation (NSF).

1568 (g) Total annual research expenditures in diversified  
 1569 nonmedical sciences of \$150 million or more, based on data  
 1570 reported annually by the NSF.

1571 (h) A top-100 university national ranking for research  
 1572 expenditures in five or more science, technology, engineering,  
 1573 or mathematics fields of study, as reported annually by the NSF.

1574 (i) One hundred or more total patents awarded by the  
 1575 United States Patent and Trademark Office for the most recent 3-  
 1576 year period.

1577 (j) Four hundred or more doctoral degrees awarded  
 1578 annually, including professional doctoral degrees awarded in  
 1579 medical and health care disciplines, as reported in the Board of  
 1580 Governors Annual Accountability Report.

1581 (k) Two hundred or more postdoctoral appointees annually,  
 1582 as reported in the TARU annual report.

1583 (l) An endowment of \$500 million or more, as reported in  
 1584 the Board of Governors Annual Accountability Report.

1585 (3) PREEMINENT STATE RESEARCH UNIVERSITY DESIGNATION.—

1586 (a) The Board of Governors shall designate each state

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2016 Legislature

1587 ~~research~~ university that annually meets at least 11 of the 12  
 1588 academic and research excellence standards identified in  
 1589 subsection (2) as a "preeminent state research university"  
 1590 ~~preeminent state research university.~~

1591 (b) The Board of Governors shall designate each state  
 1592 university that annually meets at least six of the 12 academic  
 1593 and research excellence standards identified in subsection (2)  
 1594 as an "emerging preeminent state research university."

1595 (5) PREEMINENT STATE RESEARCH UNIVERSITIES PROGRAM  
 1596 UNIVERSITY SUPPORT.-

1597 (a) A state ~~research~~ university that is designated as a  
 1598 preeminent state research university, as of July 1, 2013, meets  
 1599 all 12 of the academic and research excellence standards  
 1600 identified in subsection (2), as verified by the Board of  
 1601 Governors, shall submit to the Board of Governors a 5-year  
 1602 benchmark plan with target rankings on key performance metrics  
 1603 for national excellence. Upon approval by the Board of  
 1604 Governors, and upon the university's meeting the benchmark plan  
 1605 goals annually, the Board of Governors shall award the  
 1606 university its proportionate share of any funds provided  
 1607 annually to support the program created under this section an  
 1608 amount specified in the General Appropriations Act to be  
 1609 provided annually throughout the 5-year period. Funding for this  
 1610 purpose is contingent upon specific appropriation in the General  
 1611 Appropriations Act.

1612 (b) A state university designated as an emerging

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## F L O R I D A H O U S E O F R E P R E S E N T A T I V E S



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CS/CS/HB 7029, Engrossed 2

2016 Legislature

1613 preeminent state research university shall submit to the Board  
 1614 of Governors a 5-year benchmark plan with target rankings on key  
 1615 performance metrics for national excellence. Upon approval by  
 1616 the Board of Governors, and upon the university's meeting the  
 1617 benchmark plan goals annually, the Board of Governors shall  
 1618 award the university its proportionate share of any funds  
 1619 provided annually to support the program created under this  
 1620 section.

1621 (c) The award of funds under this subsection is contingent  
 1622 upon funding provided in the General Appropriations Act to  
 1623 support the preeminent state research universities program  
 1624 created under this section. Funding increases appropriated  
 1625 beyond the amounts funded in the previous fiscal year shall be  
 1626 distributed as follows:

1627 1. Each designated preeminent state research university  
 1628 that meets the criteria in paragraph (a) shall receive an equal  
 1629 amount of funding.

1630 2. Each designated emerging preeminent state research  
 1631 university that meets the criteria in paragraph (b) shall  
 1632 receive an amount of funding that is equal to one-half of the  
 1633 total increased amount awarded to each designated preeminent  
 1634 state research university.

1635 ~~(6) PREEMINENT STATE RESEARCH UNIVERSITY ENHANCEMENT~~  
 1636 ~~INITIATIVE. A state research university that, as of July 1,~~  
 1637 ~~2013, meets 11 of the 12 academic and research excellence~~  
 1638 ~~standards identified in subsection (2), as verified by the Board~~

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hb7029-05-er

## F L O R I D A H O U S E O F R E P R E S E N T A T I V E S



ENROLLED

CS/CS/HB 7029, Engrossed 2

2016 Legislature

1639 ~~of Governors, shall submit to the Board of Governors a 5-year~~  
 1640 ~~benchmark plan with target rankings on key performance metrics~~  
 1641 ~~for national excellence. Upon the university's meeting the~~  
 1642 ~~benchmark plan goals annually, the Board of Governors shall~~  
 1643 ~~award the university an amount specified in the General~~  
 1644 ~~Appropriations Act to be provided annually throughout the 5-year~~  
 1645 ~~period for the purpose of recruiting National Academy Members,~~  
 1646 ~~expediting the provision of a master's degree in cloud~~  
 1647 ~~virtualization, and instituting an entrepreneurs-in-residence~~  
 1648 ~~program throughout its campus. Funding for this purpose is~~  
 1649 ~~contingent upon specific appropriation in the General~~  
 1650 ~~Appropriations Act.~~

1651 (6)~~(7)~~ PREEMINENT STATE RESEARCH UNIVERSITY SPECIAL COURSE  
 1652 REQUIREMENT AUTHORITY.—In order to provide a jointly shared  
 1653 educational experience, a university that is designated a  
 1654 preeminent state research university may require its incoming  
 1655 first-time-in-college students to take a six-credit ~~9-to-12-~~  
 1656 ~~credit~~ set of unique courses specifically determined by the  
 1657 university and published on the university's website. The  
 1658 university may stipulate that credit for such courses may not be  
 1659 earned through any acceleration mechanism pursuant to s. 1007.27  
 1660 or s. 1007.271 or any other transfer credit. All accelerated  
 1661 credits earned up to the limits specified in ss. 1007.27 and  
 1662 1007.271 shall be applied toward graduation at the student's  
 1663 request.

1664 (7)~~(8)~~ PREEMINENT STATE RESEARCH UNIVERSITY FLEXIBILITY

## FLORIDA HOUSE OF REPRESENTATIVES



ENROLLED

CS/CS/HB 7029, Engrossed 2

2016 Legislature

1691 including the vote history and attendance of each trustee. The  
 1692 Board of Governors shall adopt regulations to implement this  
 1693 subsection.

1694 Section 12. Section 1001.92, Florida Statutes, is amended  
 1695 to read:

1696 1001.92 State University System Performance-Based  
 1697 Incentive.—

1698 (1) A State University System Performance-Based Incentive  
 1699 shall be awarded to state universities using performance-based  
 1700 metrics adopted by the Board of Governors of the State  
 1701 University System. The performance-based metrics must include  
 1702 graduation rates;; retention rates;; postgraduation education  
 1703 rates;; degree production;; affordability;; postgraduation  
 1704 employment and salaries, including wage thresholds that reflect  
 1705 the added value of a baccalaureate degree; access;; and other  
 1706 metrics approved by the board in a formally noticed meeting. The  
 1707 board shall adopt benchmarks to evaluate each state university's  
 1708 performance on the metrics to measure the state university's  
 1709 achievement of institutional excellence or need for improvement  
 1710 and minimum requirements for eligibility to receive performance  
 1711 funding.

1712 (2) Each fiscal year, the amount of funds available for  
 1713 allocation to the state universities based on the performance-  
 1714 based funding model ~~metrics~~ shall consist of the state's  
 1715 investment in appropriation for performance funding, ~~including~~  
 1716 ~~increases in base funding~~ plus institutional investments

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## F L O R I D A H O U S E O F R E P R E S E N T A T I V E S



ENROLLED

CS/CS/HB 7029, Engrossed 2

2016 Legislature

1665 | AUTHORITY.—The Board of Governors is encouraged to identify and  
 1666 | grant all reasonable, feasible authority and flexibility to  
 1667 | ensure that each a designated preeminent state research  
 1668 | university and each designated emerging preeminent state  
 1669 | research university is free from unnecessary restrictions.

1670 | Section 11. Subsections (4) and (5) are added to section  
 1671 | 1001.71, Florida Statutes, to read:

1672 | 1001.71 University boards of trustees; membership.—

1673 | (4) Each university board of trustees shall select its  
 1674 | chair and vice chair from the appointed members. Each chair  
 1675 | shall serve for 2 years and may be reselected for one additional  
 1676 | consecutive 2-year term, except that, for each additional  
 1677 | consecutive term beyond two terms, by a two-thirds vote, the  
 1678 | board of trustees may reselect the chair for additional  
 1679 | consecutive 2-year terms. The chair shall preside at all  
 1680 | meetings of the board of trustees and may call special meetings  
 1681 | of the board. The chair shall also attest to actions of the  
 1682 | board of trustees. The chair shall notify the Governor or the  
 1683 | Board of Governors, as applicable, in writing whenever a board  
 1684 | member has three consecutive unexcused absences from regular  
 1685 | board meetings in any fiscal year, which may be grounds for  
 1686 | removal by the Governor or the Board of Governors, as  
 1687 | applicable.

1688 | (5) Each university board of trustees shall keep and,  
 1689 | within 2 weeks after a board meeting, post prominently on the  
 1690 | university's website detailed meeting minutes for all meetings,

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## F L O R I D A H O U S E O F R E P R E S E N T A T I V E S



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 1692 | Board of Governors shall adopt regulations to implement this  
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 1701 | University System. The performance-based metrics must include  
 1702 | graduation rates; retention rates; postgraduation education  
 1703 | rates; degree production; affordability; postgraduation  
 1704 | employment and salaries, including wage thresholds that reflect  
 1705 | the added value of a baccalaureate degree; access; and other  
 1706 | metrics approved by the board in a formally noticed meeting. The  
 1707 | board shall adopt benchmarks to evaluate each state university's  
 1708 | performance on the metrics to measure the state university's  
 1709 | achievement of institutional excellence or need for improvement  
 1710 | and minimum requirements for eligibility to receive performance  
 1711 | funding.

1712 | (2) Each fiscal year, the amount of funds available for  
 1713 | allocation to the state universities based on the performance-  
 1714 | based funding model metrics shall consist of the state's  
 1715 | investment in appropriation for performance funding, including  
 1716 | increases in base funding plus institutional investments

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1717 consisting of funds deducted from the base funding of each state  
 1718 university in the State University System, in an amount provided  
 1719 in the General Appropriations Act. The Board of Governors shall  
 1720 establish minimum performance funding eligibility thresholds for  
 1721 the state's investment and the institutional investments. A  
 1722 state university that meets the minimum institutional investment  
 1723 eligibility threshold, but fails to meet the minimum state  
 1724 investment eligibility threshold, shall have its institutional  
 1725 investment restored but is ineligible for a share of the state's  
 1726 investment in performance funding. The institutional investment  
 1727 shall be restored for each institution eligible for the state's  
 1728 investment under the performance-based funding model metrics.

1729 (3) (a) A state university that fails to meet the Board of  
 1730 Governors' minimum institutional investment performance funding  
 1731 eligibility threshold shall have ~~a portion of~~ its institutional  
 1732 investment withheld by the board and must submit an improvement  
 1733 plan to the board that specifies the activities and strategies  
 1734 for improving the state university's performance. The board must  
 1735 review and approve the improvement plan and, if the plan is  
 1736 approved, must monitor the state university's progress in  
 1737 implementing the activities and strategies specified in the  
 1738 improvement plan. The state university shall submit monitoring  
 1739 reports to the board by December 31 and May 31 of each year in  
 1740 which an improvement plan is in place. The ability of a state  
 1741 university to submit an improvement plan to the board is limited  
 1742 to 1 fiscal year.

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## F L O R I D A H O U S E O F R E P R E S E N T A T I V E S



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1743 (b) The Chancellor of the State University System shall  
 1744 withhold disbursement of the institutional investment until the  
 1745 monitoring report is approved by the Board of Governors. A state  
 1746 university ~~that is~~ determined by the board to be making  
 1747 satisfactory progress on implementing the improvement plan shall  
 1748 receive no more than one-half of the withheld institutional  
 1749 investment in January and the balance of the withheld  
 1750 institutional investment in June. A state university that fails  
 1751 to make satisfactory progress may not have its full  
 1752 institutional investment restored. Any institutional investment  
 1753 funds that are not restored shall be redistributed in accordance  
 1754 with the board's performance-based metrics.

1755 (4) Distributions of performance funding, as provided in  
 1756 this section, shall be made to each of the state universities  
 1757 listed in the Education and General Activities category in the  
 1758 General Appropriations Act.

1759 (5) By October 1 of each year, the Board of Governors  
 1760 shall submit to the Governor, the President of the Senate, and  
 1761 the Speaker of the House of Representatives a report on the  
 1762 previous fiscal year's performance funding allocation which must  
 1763 reflect the rankings and award distributions.

1764 (6) The Board of Governors shall adopt regulations to  
 1765 administer this section ~~expires July 1, 2016~~.

1766 Section 13. Subsection (4) of section 1003.4282, Florida  
 1767 Statutes, is amended to read:

1768 1003.4282 Requirements for a standard high school

University of Central Florida  
Board of Trustees

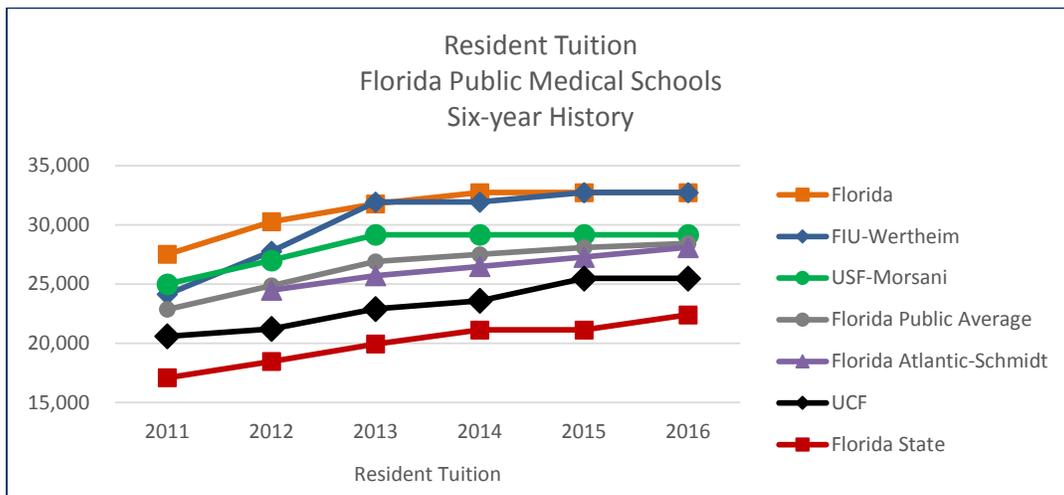
**SUBJECT:** 2016-17 Medical Student Tuition and Fees

**DATE:** March 24, 2016

**PROPOSED BOARD ACTION**

Approve no increase in 2016-17 tuition, fees, and out-of-state fees. The tuition will remain at \$25,490.80 and other fees at \$4,189.40, including a financial aid fee of \$1,274.40 and an equipment fee of \$601. The out-of-state fee will remain at \$25,594, as well as the non-resident financial aid fee of \$1,279.60.

**BACKGROUND INFORMATION**



The UCF College of Medicine (diamond line) provides an excellent value to Florida medical students by consistently charging the second-lowest resident tuition among all the Florida public medical schools. Compared to the Florida public medical school average (small circle line), UCF COM students save about \$3,000 per year, or \$12,000 over four years. Compared to the highest in-state Florida public medical school tuition, UCF medical students save more than \$28,000 in four years. The Association of American Medical Colleges is the data source provided in the graph above.

**Supporting documentation:** None

**Prepared by:** David Noel, Associate Vice President of Administration and Finance,  
College of Medicine  
Steven Omli, Director of Finance and Accounting, College of Medicine

**Submitted by:** Deborah German, Vice President for Medical Affairs and Dean, College  
of Medicine  
Dale Whittaker, Provost and Executive Vice President  
William Merck II, Vice President for Administration and Finance and  
Chief Financial Officer

**ITEM: INFO-4**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Contract for Boutique Hotel

**DATE:** March 24, 2016

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For information only.

---

**Supporting documentation:** Attachment A: Sublease Agreement between University of  
Central Florida Board of Trustees and Pegasus  
Hotel LLC

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

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

Attachment A

SUBLEASE AGREEMENT

between

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

and

PEGASUS HOTEL LLC.

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SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** (“Sublease”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES (“Landlord” or “University”), and PEGASUS HOTEL LLC, a Delaware limited liability company (“Tenant”)

**WHEREAS**, on January 22, 1974 the State of Florida Board of Trustees of the Internal Improvement Trust Fund (“BTITF”) entered into a lease Agreement No. 2721 (“Lease Agreement”) with the State of Florida Board of Regents (“Board of Regents”) pursuant to which BTITF leased to Board of Regents the grounds constituting the campus of the University of Central Florida (“Campus”); and

**WHEREAS**, on September 26, 2006, the BTITF and Landlord entered into a Lease Modification Agreement pursuant to which Landlord assumed the rights and obligations of the Board of Regents under the Lease; and

**WHEREAS**, Landlord has determined a genuine need for a hotel and conference center (collectively “Hotel/Conference Center”) on the University Campus to attract faculty, donors, alumni, students, and the general public to attend conferences, seminars, educational programs, and meetings sponsored by the Landlord or other reputable organizations; and

**WHEREAS**, the Tenant desires to sublease from Landlord certain lands for the purpose of constructing and operating the Hotel/Conference Center needed by the Landlord; and

**WHEREAS**, the Hotel/Conference Center will meet the objectives of the Landlord as set forth above and will also serve the needs of the people of the State of Florida; and

**WHEREAS**, Landlord is authorized to enter this Sublease Agreement with Tenant pursuant to Section 1013.171, Florida Statutes.

**NOW THEREFORE**, based on the foregoing, the parties agree as follows:

**ARTICLE 1**  
**DEMISED PROPERTY**

1.1 Description of the Property. In consideration of the rent hereafter agreed to be paid by Tenant to Landlord, and in consideration of the covenants of the respective parties, each to the other to be performed by them and at the time and in the manner hereafter provided, Landlord does hereby sublease and let unto Tenant, and Tenant does hereby hire from Landlord, certain real property (“Property”) located on the campus of the University as described on the attached Exhibit “A”.

1.2 Use of Property. Tenant shall use and occupy the Property only for the purpose of constructing and operating a Hotel/Conference Center (as hereinafter defined), and shall not use or occupy the Property or permit it to be used or occupied for any other purpose without the express written consent of Landlord. The term “Hotel/Conference Center” shall mean all of the hotel and conference facilities, including meeting and conference rooms, auditorium, guest

rooms, kitchen and dining areas, lounge, swimming pool, offices, fitness center and recreation areas, maintenance facilities, parking, and all other improvements that are to be constructed or installed on the Property pursuant to the Plans and Specifications (as hereinafter defined in Section 4.1.2 hereof) approved by Landlord. Tenant shall not do or permit any act or thing which is contrary to any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any governmental or quasi-governmental department, commission, board, court, authority, agency, official, officer or other party, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining streets, sidewalks or ways, or any use or condition of the Property or any part which would impair the value of the Property or any part thereof, or which constitutes a public or private nuisance. The Hotel/Conference Center shall be operated and maintained at all times as an upscale full service hotel and conference center serving groups and individuals both affiliated and unaffiliated with Landlord.

1.3 Title to Hotel/Conference Center. Title to any improvements to the Property, including the Hotel/Conference Center, and any additions, alterations, restorations, repairs or replacements thereto shall remain in Tenant during the term of this Sublease. Upon the expiration of the Sublease Term, or upon the earlier termination thereof, title to the Hotel/Conference Center and all improvements thereto shall be transferred to Landlord free and clear of any and all liens or other liabilities. Tenant shall cooperate in the execution of any documents necessary to confer title to the Hotel/Conference Center and related improvements upon Landlord.

1.4 Leasehold Interest Only. Tenant shall only hold a leasehold interest in the Property. In no event shall Tenant be deemed to hold or encumber the fee simple title to the Property.

## **ARTICLE 2** **TERM**

2.1 Construction Term. This Lease shall be effective from the date this Lease has been fully executed by all parties and fully executed copies thereof exchanged among the parties electronically or otherwise (the "Effective Date"). The Lease shall have an initial term commencing on the Effective Date and ending on the first day of the first calendar month following Substantial Completion as hereinafter defined in Section 2.2 but in no event later than two years following commencement of construction (the "Construction Term"). Rent shall begin to accrue on the date that the Construction Term ends.

2.2 Commencement and Sublease Term. Following the Construction Term, Tenant shall have and hold the Property subject to the conditions, covenants and agreements herein set forth herein for a term (the "Sublease Term") of fifty (50) full Lease Years (as defined hereafter) and no months, commencing on the first day of the first calendar month following Substantial Completion as hereinafter defined in this Section 2.2, and ending on the last day of the fiftieth (50th) Lease Year thereafter ("Termination Date"). If the Lease Agreement between the Landlord and BTIITF is extended, or renewed or replaced so as to extend Landlord's right to possession of the Property for ten (10) or more years beyond the Termination Date, or if

Landlord becomes the fee simple owner of the Property or otherwise has the power to lease the Property for ten (10) or more years beyond the Termination Date, Landlord shall notify Tenant in writing of this circumstance with a copy of the documentation giving rise to such Landlord right and power, in which event Tenant shall have the option to extend the Sublease for one ten-year period by written notice to Landlord delivered not later than six (6) months prior to the Termination Date. Upon delivery of such notice of extension, the Sublease Term shall be extended for ten (10) Lease Years and the Termination Date shall be extended to the last day of the tenth (10<sup>th</sup>) Lease Year after the original Termination Date. At the end of the Sublease Term (as extended if applicable), or upon earlier termination of the Sublease, Tenant shall peaceably vacate and surrender the Property to Landlord. For the purposes of this Sublease, the term "Substantial Completion" shall mean the stage in progress of the construction of the Hotel/Conference Center when, in accordance with Landlord's regulations and state law, the Hotel/Conference Center is sufficiently complete in accordance with the Plans and Specifications therefor so that the Tenant can occupy or utilize the Hotel/Conference Center for its intended purpose, under an issued Certificate of Occupancy or its equivalent.

2.3 Lease Year Defined. The term "Lease Year" as used herein shall mean each full twelve-month year during the Sublease Term hereof. The first Lease Year shall begin on the first day of the calendar month immediately following Substantial Completion ("Commencement Date"). Each succeeding Lease Year shall commence on each anniversary of the Commencement Date.

2.4 Lease Addendum. Upon completion of the construction of the Hotel/Conference Center, Landlord and Tenant agree to enter into and execute an addendum to this Sublease consistent with the terms and conditions hereof and identifying the Commencement Date of the Sublease Term and the Termination Date.

### **ARTICLE 3** **RENT**

3.1 Base Rent Tenant covenants and agrees to pay to Landlord, at its principal place of business or at such place as Landlord may from time to time designate, as "Base Rent" for the Property, and in lawful money of the United States, during the Sublease Term, the sum of one hundred forty thousand dollars (\$140,000.00) for Lease Years one and two, and the sum of two hundred thousand dollars (\$200,000.00) per year for the remainder of the Sublease Term, payable quarterly in arrears at the rate of twenty five percent (25%) of the annual amount per quarter beginning on the first day of the fourth month in the first Lease Year and continuing on the first day of each third full calendar month thereafter. Base Rent will increase annually at the beginning of each Lease Year to reflect the published increase (if any) in the Index (CPI-U), beginning with the payment due on the first day of the fourth month of the second Lease Year and continuing to increase annually beginning with the payment due on the first day of the fourth month of each Lease Year thereafter. Beginning in the third Lease Year and continuing for the duration of the initial Sublease Term (not including any extensions), in addition to the Base Rent, Tenant shall pay an additional two thousand five hundred eighty-three and 33/100 dollars

(\$2,583.33) in deferred rent (the “Deferred Rent”), said amount to be fixed and not to be adjusted by the Index.

By way of example, if the Index (CPI-U) on the first day of the first Lease Year is 240 and the Index (CPI-U) on the first day of the second Lease Year is 244.8, the percentage increase in the Index is 102% (i.e. 244.8 divided by 240). The amount of Base Rent increased by CPI for the second Lease Year would therefore be \$142,800 (i.e. \$140,000 multiplied by 102%). Similarly, if the Index (CPI-U) on the first day of the first Lease Year is 240 and the Index (CPI-U) on the first day of the third Lease Year is 249.6, the percentage increase in the Index is 104% (i.e. 249.6 divided by 240). The amount of Base Rent increased by CPI would therefore be \$208,000 (i.e. \$200,000 multiplied by 104%).

3.2 Variable Rent. In addition to Base Rent as described in paragraph 3.1 above, Tenant will pay Landlord “Variable Rent” annually in arrears, commencing on the first day of the fourth month in the second Lease Year and continuing on the first day of the fourth month of each Lease Year thereafter. The amount of Variable Rent payable in any given Lease Year equals: (i) the actual total gross revenues generated from the Hotel/Conference Center during the immediately preceding Lease Year, (ii) less the “Adjusted Variable Rent Threshold” as defined and adjusted pursuant to Section 3.3 below, (iii) multiplied by three percent (3%). Adjustments to Variable Rent Threshold. The “**Variable Rent Threshold**” used in calculating the Variable Rent payment amount shall initially be \$11,000,000.00 beginning in the first Lease Year. Thereafter, the Variable Rent Threshold shall increase annually (but never decrease) to an amount (the “**Adjusted Variable Rent Threshold**”) calculated by multiplying the Variable Rent Threshold by the percentage by which the Adjusted Index Level exceeds the Base Index Level. For purposes of this Lease, and the application of the foregoing mathematical formula, the following terms shall have the following meanings, to wit:

3.3.1 The term “Index” shall mean and be defined as the cost of living index published by the Bureau as the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, (1982-1984 = 100 reference base).

3.3.2 The term “Bureau” shall mean and be defined as the Bureau of Labor Statistics of the United States Department of Labor.

3.3.3 The term “Base Index Level” for any given Lease Year shall mean and be defined as the level of the Index in effect on the first day of the second Lease Year.

3.3.4 The term “Adjusted Index Level” for any given Lease Year shall mean and be defined as the level of the Index in effect on the first day of the Lease Year in question.

By way of example, if the Base Index Level on the first day of the second Lease Year is 240 and the Adjusted Index Level on the first day of the third Lease Year is 244.8, the percentage increase in the Index is 102% (i.e. 244.8 divided by 240). The amount of Adjusted Variable Rent Threshold would therefore be \$11,220,000 (i.e. \$11,000,000 multiplied by 102%). If the actual total gross revenue generated from the Hotel/Conference Center during second Lease Year is \$12,000,000, then the Variable Rent payable on the first day of the fourth month of

the third Lease Year would be calculated pursuant to Section 3.2 above as \$23,400 (i.e. \$12,000,000 less \$11,220,000, multiplied by 3%).

If the compilation and/or publication of the Index shall be transferred from the Bureau to any other department, bureau, or agency of the United States of America, or if the Bureau shall adopt a successor Index, the Index published by such successor department, bureau or agency or such successor Index shall be adopted and used as a standard of computing cost-of-living adjustments to the Variable Rent. In the event no Index is published for the year in which the first computation shall fall or on any year thereafter, the levels of computation for purposes of adjustments to Variable Rent shall be established by interpolation from the published levels nearest to the date on which the levels are to be determined. As soon as possible after publication of all statistics necessary for calculation of the Variable Rent applicable to any Lease Year after the third Lease Year, Landlord shall compute the amount of annual Variable Rent for such Lease Year and shall notify Tenant thereof in writing, setting forth the manner in, and statistics upon, which the applicable or new Variable Rent was computed. If the amount of Variable Rent payable for any Lease Year has not or cannot be computed by the due date of the installment of Variable Rent for the new Lease Year, Tenant shall pay the annual installment of Variable Rent at the rate established for the immediately preceding Lease Year until the amount of the annual installment of Variable Rent has been computed. If the new installment of Variable Rent shall be greater than installment thereof due for the immediately preceding Lease Year, Tenant shall pay the deficiency between the installment actually paid and the new installment actually due within thirty days after such calculation is capable of being made.

3.4 Net Lease. This Sublease is a net lease and Tenant shall pay the rent herein reserved to Landlord without deduction, counterclaim, set-off, abatement, further notice or demand as and when the same shall become due as herein provided, and the rents and other amounts payable by the Tenant hereunder shall continue to be payable without abatement or reduction unless the obligation of Tenant to pay the same shall be terminated, abated or reduced pursuant to the express terms of this Sublease.

3.5 Default in Money Payments. If Tenant fails to pay as and when due the proper amount of Base or Variable Rent, or any other amounts due to Landlord under this Sublease, then, in addition to any other remedies available to Landlord under this Sublease, Landlord may require Tenant to pay to Landlord a late charge equal to \$100.00 for each day any such amount is overdue in order to defray Landlord's expenses of administering and handling such late payment (not to exceed \$700 in the aggregate). All rental amounts shall be due and payable on demand and shall bear interest from the date of default until paid by Tenant at the rate which is equal to the greater of (i) eight percent per annum, and (ii) two percent (2.0%) per annum in excess of the prime rate as such rate is published by the New York Times from time to time while such interest accrues but not in excess of the highest rate allowed under the laws of the State of Florida (the "Default Rate").

#### **ARTICLE 4** **CONSTRUCTION OF PROPERTY**

##### 4.1 Tenant's Construction.

4.1.1 General Provisions. On or before one (1) year after the Effective Date of this Sublease, Tenant shall commence the construction of the Hotel/Conference Center described in the Plans and Specifications as hereinafter defined in Section 4.1.2 of this Sublease, subject to Force Majeure as defined in Section 4.1.7 of this Sublease. The Hotel/Conference Center shall be of fire resistant construction according to applicable law and the standards and ratings of the applicable fire insurance rating organizations. The Hotel/Conference Center Improvements shall be constructed in a good and workmanlike manner and in accordance with all requirements of federal, state and local laws and requirements, with the rules, regulations and requirements of all departments, boards, bureaus, officials, and authorities having jurisdiction thereof, and with the requirements of appropriate Florida Board of Governors and University regulations and standards which will be provided to Tenant by Landlord. All necessary federal, state and local permits, approvals, licenses and consents shall be obtained by Tenant and, upon request of Landlord, copies thereof shall be submitted to Landlord. Tenant covenants and agrees not to apply for or obtain any rezoning's, zoning exceptions or variances, or any modifications, variances or amendments to any existing governmental approval, permit, consent or license (whether federal, state or local) regarding the Property without the Landlord's prior written consent.

4.1.2 Design. Tenant will hire architects, space planners, engineers, and other design personnel licensed to practice in the State of Florida and coordinate the production of drawings and specifications for the Hotel/Conference Center. The cost of all professional engineering, surveying, design, and architectural services required to prepare the site, design, and construction plans will be paid by Tenant. Designs will be furnished to Facilities Planning personnel of the University during all phases of the design effort. In designing the facility, Landlord shall take into account architectural designs and ambiance of the University of Central Florida Campus, the location and orientation of the facility, and the necessity that the final design complement other buildings and facilities in the surrounding complex. Final design shall be consistent with previously submitted documents and will be subject to the specific approval of the President of the University in consultation with officers of Tenant's organization with respect to the exterior appearance, such approval not to be unreasonably withheld. Landlord shall have fifteen (15) days from receipt of such plans and specifications to notify Tenant of its approval or rejection. Failure to respond within fifteen (15) days shall be deemed approval. Landlord agrees that the drawings and specifications attached to this Lease as Exhibit 4.1.2 have been approved by Landlord (the "Preliminary Plans"), and that Landlord's approval will not be unreasonably withheld so long as detailed drawings and specifications and construction drawings submitted by Tenant for Landlord's approval are consistent with the Preliminary Plans, and otherwise comply with the design requirements of this Sublease. The final drawings and specifications approved by Landlord shall be referred to herein as the "Plans and Specifications".

4.1.3 General Contractor. All construction work will be done by a general contractor chosen by Tenant who is licensed by the State of Florida to do such construction. No limit will be placed upon the cost of constructing the Hotel/Conference Center but the initial construction must provide, at a minimum, the facilities set forth in the preamble and Section 4.4 of this Sublease, which are to be designed to be compatible with the site and the functions of adjacent University of Central Florida land uses.

4.1.4 Bond. Unless the Tenant shall provide evidence satisfactory to the Landlord of the general contractor's financial strength and experience, or an acceptable third party guaranty, the general contractor selected by the Tenant to do the construction work must furnish a payment and performance bond. The bond will cover the faithful performance of the construction contract, the strict compliance with the Plans and Specifications for construction of the Hotel/Conference Center, and the payment of all obligations in the full amount of the contract. The bond may not be in an amount less than the total cost of the work contemplated to be accomplished by the general contractor and will inure to the benefit of the Landlord to indemnify it against any loss or damage in connection with the construction, including reasonable attorney's fees, through appeal if necessary. The bond and the surety must be approved by the Landlord prior to the commencement of any construction, which approval will not be unreasonably withheld.

4.1.5 Release. Prior to the commencement of construction, the general contractor must deliver to the Landlord, in a form acceptable to Landlord's attorney, a waiver and release which will include the following: an acknowledgment by the general contractor that the Property is owned by the State of Florida and a waiver of any right the general contractor may have to a claim of lien of any kind or nature upon the land.

4.1.6 Architect Responsibility. Tenant shall insure that the architect or engineer retained by Tenant who prepares the plans will be required to make, and be responsible for all site inspections, approval of phases of construction, and payment authorizations.

4.1.7 Force Majeure. Tenant shall prosecute the construction to completion with diligence. Substantial Completion of the Hotel/Conference Center shall be accomplished not later than the two (2) years after the Tenant commences construction of the Hotel/Conference Center, subject, however, to unavoidable delays, such as delays due to strikes, acts of God, severe weather, enemy action, civil commotion, unavoidable casualty or similar causes ("Force Majeure").

4.1.8 Demolition. No demolition of any existing improvements shall be made before the Landlord has been submitted the Plans and Specifications and has fully approved the same.

4.1.9 Landscaping. Tenant shall be responsible for the landscape of the area surrounding the Property and agrees to install and maintain the landscape for the Hotel/Conference Center in a professional manner and in accordance with the aesthetics of the University and consistent with an upscale hotel in the Orlando area.

4.1.10 Landlord Right to Monitor. Tenant shall provide information and documents reasonably requested by Landlord to enable Landlord to monitor the performance and progress of the design, permitting and construction of the Hotel Conference Center. Landlord shall have the right to attend meetings involving Tenant and its Contractor, subcontractors, consultants and vendors relating to the Hotel/Conference Center and the performance and progress of the work and activities related thereto. Prior to Substantial Completion, Tenant shall meet at least monthly with the Landlord's representative and provide a report on the performance and progress of the design, permitting and construction of the

Project. Tenant shall promptly notify Landlord in the event of the occurrence of any fact or circumstance reasonably likely to cause delay in completion of the Hotel/Conference Center and achievement of the requirements for occupancy beyond the scheduled completion date.

4.2 Insurance Requirements During Site Preparation and Construction: Tenant shall require Tenant's contractor(s) to procure and maintain the following insurance coverages throughout the course of site preparation and Hotel/Conference Center construction until the Hotel/Conference Center is ready for occupancy. All policies shall be with insurance companies authorized to do business in the State of Florida. Tenant agrees to furnish a current Certificate(s) of Insurance to Landlord as evidence that the following coverages remain in effect:

4.2.1 Builders Risk Insurance: Completed value form in amount of protection of not less than 100% of the completed value of Hotel/Conference Center construction covering "all risk" perils of loss. Tenant, the contractor, and all subcontractors shall be named insureds.

4.2.2 Worker's Compensation and Employer's Liability Insurance. Worker's Compensation insurance shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the project site whether working for contractor or any subcontractor.

4.2.3 Public Liability Insurance. Comprehensive general liability (broad form) including Property-operations, products/completed operations, contractual and explosion, collapse and underground (XCU) coverages where required by the risks. The limits of liability must be at least \$1,000,000 each occurrence, \$5,000,000.00 annual aggregate combined single limits for bodily injury and property damage liability. The limit may include umbrella or excess liability insurance. The Landlord, BTITF, and the Florida Board of Governors shall be named as "Additional Insureds."

4.2.4 Comprehensive Automobile Liability Insurance. All owned, hired, leased or non-owned vehicles used on the construction project shall be covered. Policy limits shall be at least \$500,000 each occurrence, \$1,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This limit may include umbrella or excess liability insurance. Landlord, BTITF, and the Florida Board of Governors shall be named as a "Additional Insureds."

4.2.5 Professional Liability Insurance. All architects, engineers and consultants providing design services for the Hotel/Conference Center shall maintain professional liability insurance of \$1,000,000 per claim, \$5,000,000 aggregate, naming Tenant, Landlord, BTITF and the Florida Board of Governors as "Additional Insureds."

The above paragraphs establish minimum insurance requirements. It remains the responsibility of the Tenant and/or the contractor to secure and maintain any additional insurance that may be necessary in connection with the construction contract.

4.3 Easements. The Property may include non-exclusive easements over adjacent lands of the Landlord which are necessary or required for ingress and egress to the Property and for pedestrian, bicycle, and off-street vehicle ingress and egress to the Hotel/Conference Center.

The Property will also include necessary easements for utilities and surface water drainage, detention, and retention as required by the St. Johns River Water Management District, Florida Department of Environmental Protection and other governmental agencies having jurisdiction. To effect this provision, easements shall be granted upon request and in accord with the mutual agreement of the parties.

4.4 Minimum Requirements for Hotel/Conference Center. The Hotel/Conference Center shall contain a minimum of 95,000 square feet under roof and will provide a minimum of 135 guest rooms; kitchen and dining facilities to support the guest rooms and conference facilities; bar and lounge facilities; a minimum of 4 conference rooms accommodating a minimum of 10 people each; a 5,000 square foot ballroom, divisible into 4 sections and capable of accommodating a minimum of 700 persons standing, and a minimum of 180 surface parking spots for guests and employees.

4.5 Mechanic's Liens. Tenant shall not suffer any mechanic's lien to be filed against the Property or Hotel/Conference Center by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Property, or any part thereof, through or under Tenant. If any mechanic's lien or any notice of intention to file a mechanic's lien shall at any time be filed against the Property or Hotel/Conference Center, Tenant shall at Tenant's cost, within fourteen (14) days after knowledge or notice of the filing of any mechanic's lien, cause the same to be removed or discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise.

If Tenant shall fail to remove or discharge any mechanic's lien or any notice of intention to file a mechanic's lien within the prescribed time, then in addition to any other right or remedy of Landlord, Landlord may, at its option, procure the removal or discharge of the same by payment or bond or otherwise. Any amount paid by landlord for such purpose, together with interest thereon at the Default Rate, shall be and become immediately due and payable by Tenant to Landlord as additional rent.

Landlord and Tenant agree that the interest of Landlord shall not be subject to liens for any of the improvements to be made by Tenant to the Properties and this Sublease is intended specifically to prohibit Landlord liability pursuant to Florida Statutes Section 713.10. Nothing contained in this Sublease shall be construed as a consent or agreement on the part of Landlord to subject Landlord's estate in the Property to any lien or liability arising out of Tenant's use or occupancy of the Property. Landlord shall be entitled to record a short form Sublease in the public records of Orange County, Florida, advising that Landlord's interest in the Property shall not be subject to any lien arising from tenant's construction of improvements on the Property. Tenant covenants and agrees to give any required notices or disclosures to Tenant's contractors advising that Landlord's interest in the Property is not subject to liens arising from Tenant's construction of improvements on the Property.

4.6 Completion Date. Both parties agree that, subject to Force Majeure as defined in Section 4.1.7 above, the Tenant's construction of the Hotel/Conference Center shall be completed no later than two (2) years after the Tenant commences construction of the Hotel/Conference Center. This Sublease shall automatically terminate if construction is not commenced by one (1) year after the Effective Date of this Sublease, subject to Force Majeure.

If construction has not been substantially completed by two (2) years after the Tenant commences construction of the Hotel/Conference Center (subject to Force Majeure) and the Tenant has not commenced the operation of the Hotel/Conference Center by ninety (90) days thereafter, Tenant shall be deemed in default of this Sublease. In the event this Sublease is terminated by Landlord as provided herein, Landlord may, upon written demand, require Tenant to promptly remove all leasehold improvements made to the Hotel/Conference Center and repair all damage caused thereby. If the Tenant fails to comply with the Landlord's request, the Landlord has the right to remove any improvements from the Property and place them in storage at Tenant's expense and Tenant will be liable to Landlord for expenses incurred by Landlord in removing and storing the improvements and in restoring the Property to the condition in which it existed on the date of execution.

**ARTICLE 5**  
**USE AND CARE OF PROPERTY BY TENANT**

5.1 Tenant's Use of Property. Tenant shall operate its business on the Property during the Sublease Term of this Sublease under such name as may be chosen by Tenant and approved by Landlord, which approval will not be unreasonably withheld. Tenant shall use the Property solely for the construction and operation of a Hotel/Conference Center and uses incidental thereto and compatible therewith, and such other uses not inconsistent therewith as may be agreed to by Landlord and Tenant, and for no other or different purpose.

The Hotel/Conference Center shall be operated and maintained as an upscale hotel and conference serving groups and individuals both affiliated and unaffiliated with Landlord, and for no other unrelated purpose without the prior written consent of Landlord. Tenant shall not enter into a management agreement except with a management company which is a recognized and qualified operator of hotels and conference centers similar to the Hotel/Conference Center. Tenant shall not at any time have the Hotel/Conference Center vacant, except in connection with renovations after a casualty or in connection with remodeling, and shall in good faith continuously and throughout the Sublease Term conduct and carry on the type of business for which it is subleased.

Tenant agrees that it is subject at all times to the provisions of the lease between the Trustees of the Internal Improvement Trust Fund and the Board of Regents, No. 2721, dated January 22, 1974.

5.2 Nature of Use. Tenant shall use and occupy the Property in a careful, safe and proper manner and shall keep the Property in a clean and safe condition in accordance with this Sublease, state law, applicable local ordinances, and the lawful directions of the proper public officers. Tenant shall not do or permit any act or thing which is contrary to any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining streets, sidewalks or ways, or any use or condition of the Property or any part thereof or contrary to any fire and casualty insurance requirements, or which would impair the value of the Property or any part

thereof, or which constitutes a public or private nuisance. Tenant shall use and maintain the Property consistent with standards of upscale full service hotel and conference center operations, and Tenant shall not permit solicitations, demonstrations, itinerant vending (except in conjunction with conference activities and confined to the conference area), or any other activities inconsistent with such standards.

5.3 Rubbish and Trash. Tenant shall not permit the accumulation of rubbish, trash, garbage, and other refuse in and around the Property, and will remove the same at Tenant's expense to such areas as may be appropriate therefor or as designated by Landlord. Tenant shall make arrangements with a removal agency for the removal of such rubbish, trash, garbage and other refuse from such designated areas. In the event Tenant fails to remove any accumulation of rubbish within twenty-four (24) hours after notice from Landlord to remove the same, Landlord shall have the right to remove the same, in which event the cost thereof shall be paid by Tenant as additional rent for the following month, but Landlord shall at no time be obligated to remove the same.

5.4 Signs. Tenant will be allowed to erect and attach such exterior signs as are typical to the hotels in the area and are approved by Landlord, such approval not to be unreasonably withheld. Tenant at its own risk and expense, to the extent permitted by applicable law, may erect such signs, lettering, decorating or advertising permitted hereunder, and agrees to maintain the same in good state of repair and save the Landlord harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of the same. Upon vacating the Property, Tenant agrees to remove all signs or other such items and to repair all damage caused by such removal. Such signs or items shall relate solely to the business of the Hotel/Conference Center permitted hereunder.

5.5 Waste. During the Sublease Term, Tenant shall not permit any waste, damage or injury to the Property and Tenant shall initiate and carry out a program of regular maintenance and repair of the Property so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in an attractive condition consistent with that of an upscale hotel.

5.6 Priority of Use by Landlord. It is the intention of the parties that the Landlord, to the extent possible and in accordance with the provisions of this Section 5.6, shall be given a preference in scheduling for the use of conference rooms and hotel rooms for meetings and events to be held at the Hotel/Conference Center in connection with University of Central Florida sponsored activities. Landlord and Tenant shall work together in good faith to accommodate the requests of the Landlord, with the understanding, however, that from time to time the Tenant may not be able to accommodate the requests of the Landlord due to prior scheduled commitments. The Landlord and Tenant agree to establish mutually acceptable policies with regard to carrying out the intent of this provision. In addition, Tenant agrees to allow Landlord agreed upon discounts for use of the Hotel/Conference Center facilities and hotel rooms from the Tenant's established rates for a specific period or date. The discounts to be allowed shall be negotiated annually and shall take into consideration such factors as volume of anticipated use, season of the year of the events, and customary standards in the hotel and conference center industry with regard to establishing and granting discounts. Both parties agree to negotiate in good faith in the establishment of an annual discount policy.

**ARTICLE 6**  
**OPERATION OF BUSINESS**

6.1 Open for Business. Tenant agrees to occupy the Property and open the Hotel/Conference Center for business fully staffed, within one hundred and twenty (120) days of the Commencement Date of the Sublease Term (subject to Force Majeure), and thereafter agrees to continuously conduct business within the Property under the name and for the business permitted hereunder, for typical hotel and conference center business hours. This covenant by Tenant is a material consideration to Landlord hereunder in order that the needs of Landlord shall be met.

6.2 Illumination of Signs. Tenant will keep the Property electrically lighted and any electric sign lighted until at least 12:00 a.m. local time of each business day.

6.3 Tenant's Advertising Within Property. Tenant further agrees that neither handwritten signs nor advertising matter of a non-professional kind shall be placed within the Hotel/Conference Center.

6.4 Use of Space. Tenant agrees to fully and adequately staff the Property with sufficient employees for the purpose of operation of a Hotel/Conference Center and the sale of merchandise and to use for office, clerical or other non-selling purposes only such space in the Property as is reasonably required for Tenant's business therein, not including any other business of Tenant in locations other than the Property.

6.5 Aesthetic Standards. Tenant stipulates and acknowledges that a material condition to Landlord's entering into this Sublease is the agreement by Tenant to construct and maintain the Hotel/Conference Center and common areas and any additional improvements at a standard which is consistent with the landscaping and aesthetic standards generally applied by Landlord for the buildings and other facilities located on its Campus in the University of Central Florida, as in effect on the date hereof and as may be modified from time to time (the "Aesthetic Standards"). In approving the plans and specifications for any improvements, Tenant shall consider the applicable Aesthetic Standards to the exterior elements of all buildings and all elements of landscaping (the "Exterior Elements").

6.6 Operational Standards. It is the intent of the parties that the Hotel/Conference Center will be constructed and operated at all times as an upscale full service facility in all respects in accordance with the standards of upscale full service hotels in the Orlando area as of the date hereof. Tenant shall not use or permit the Hotel/Conference Center to be used for any unlawful, disreputable or immoral purpose or in any way, which may adversely reflect upon the name or reputation of the University of Central Florida.

6.7 Management. Tenant shall be solely responsible for the operation and maintenance of the Hotel/Conference Center but is authorized at all times to have the Hotel/Conference Center managed by a professional hotel manager approved by Landlord in writing (the "Manager") such approvals not to be unreasonably withheld or delayed. Any change in Manager shall be subject to the written approval of Landlord, such approval not to be unreasonably withheld or delayed. Landlord has approved The Charlestowne Hotels of

Charleston, SC, or any of its affiliates, as a Manager, and will approve any other manager that is of equal or better reputation and experience.

6.8 Insurance Requirements During Operation of Facility: Tenant shall, after the Hotel/Conference Center is constructed, obtain and maintain at its expense, the following policies of insurance covering activities performed under and contractual obligations undertaken during the Sublease Term. Insurance requirements established hereafter shall be increased by Tenant, if necessary, to meet any statutory insurance requirements which may be established by Florida Statutes, rules, or regulations.

6.8.1 Hazard Insurance: Building and improvements shall be insured against loss by fire, lightning, vandalism, malicious mischief and other hazards customarily insured by extended coverage, for their full replacement value, which shall be adjusted from time to time to reflect current replacement value. Landlord shall be named as an Additional Insured as its interests may appear.

6.8.2 Worker's Compensation and Employer's Liability Insurance: Worker's Compensation insured shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the project site whether working for Landlord or any subcontractor.

6.8.3 Public Liability Insurance: Broad form comprehensive general liability insurance including Property-operations, products, completed operations and contractual liability. Limits of coverage shall be at least \$2,000,000.00 combined single limits for bodily injury and property damage liability, and \$5,000,000 excess umbrella coverage. Landlord shall be named as an "Additional Insured."

6.8.4 Comprehensive Automobile Liability Insurances: All owned, hired, leased or non-owned vehicles used by the Tenant shall be covered. Policy limits shall be at least \$1,000,000 each occurrence combined single limit for bodily injury and property damage liability.

The above policies of insurance must be with insurance companies authorized to do business in the State of Florida. Tenant shall furnish a current Certificate(s) of Insurance to the Landlord as evidence that the above required insurance coverages remain in effect. All policies shall contain language requiring a minimum of thirty (30) days notice to the Landlord of any cancellation of coverage.

All policies of insurance provided for herein shall be issued by insurance companies with general policy holder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available "Best's" insurance reports and locally qualified to do business. All such policies shall be issued in the names of Landlord and Tenant as co-insureds for mutual and joint benefit and protection. BTITF and the Florida Board of Governors shall be named as "Additional Insureds." Executed copies of such policies of insurance shall be delivered to Landlord within ten (10) days after delivery of possession of the Property, and thereafter executed copies of renewal policies shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each existing policy. All public liability and property damage

policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All policies of insurance delivered to Landlord must contain a provision that the company writing said policy will give to Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse or of any reduction in the amounts of casualty policies.

6.9 Payment of Taxes. Tenant further covenants and agrees to pay promptly, when due, all applicable county, state and federal taxes assessed against the Hotel/Conference Center, Tenant's leasehold interest and Tenant's fixtures, furnishings, equipment, stock-in-trade and other personal property of any kind owned, installed and existing on the Property and on any sales generated in connection therewith. Tenant shall provide Landlord, on an annual basis, with evidence of payment of all taxes which may be due.

## **ARTICLE 7** **UTILITIES**

7.1 Installations. Tenant shall be solely responsible for obtaining necessary utility service for the Property at its own expense, including, without limitation, the cost of all reservation charges, capacity charges, taxes and other charges incurred in connecting the Hotel/Conference Center to existing utility infrastructure.

7.2 Utility Charges. Tenant shall pay for all utility charges including electricity, water, gas and sewage used in the construction and operation of the Hotel/Conference Center.

7.3 Operation of Tenant's Heating and Air Conditioning System. Tenant agrees to operate its heating and air conditioning units in the Hotel/Conference Center so as to adequately heat and cool the same, as the case may be, during the hours that the Hotel/Conference Center is open for business; and to maintain at all times, whether or not the Hotel/Conference Center is open for business, temperatures in the Property consistent with acceptable standards of the hotel and conference center industry.

7.4 Tenant's Connection To Landlord's Utility Systems. Subject to compliance with applicable laws and regulations, Tenant shall be permitted to connect to Landlord's chilled water, potable water, and sanitary sewer utility systems and shall purchase chilled water, potable water, and sanitary sewer service from Landlord at Landlord's cost. Tenant shall be allowed to utilize Landlord's storm retention system, subject to obtaining all permits required by, and complying with all requirements of, applicable governmental agencies. Tenant shall be responsible for all costs associated with the utility interconnection including, but not limited to: labor, material, design, metering, isolation, expanding distribution from the project's site to the closest point of Landlord-agreed upon interconnection, witness testing, treatment processes, record drawings, and coordination meetings.

Tenant shall fund all metering cost related to the hotel, payable to Landlord's Utilities and Energy Services. The first cost of the metering devices for water, wastewater and re-claim service interconnection shall be provided by Tenant to ensure system compatibility and standardization. Once installed, these metering devices will be maintained and owned by Landlord.

Landlord demarcation points for utilities serving the hotel are:

- a. Water: at the first isolation valve prior to the backflow; backflow and isolation valve will be provided and installed by Tenant.
- b. Waste water: at the Landlord owned and operated transportation pipeline for effluent
- c. Reclaimed water: at the first isolation valve / meter to the hotel site, this valve will be provided and installed by Tenant.

Tenant agrees to pay for all utility consumption at Landlord's direct costs, which are subject to review and change every six months.

#### CAPACITY

- Water Service: The hotel's total annual water consumption shall not exceed 13,700,000 gallons. Tenant hereby understands Landlord is operating under a consumptive use permit allocation, and additional demands above 13,700,000 gallons per year may require modification to the permit. All users creating additional demand shall share the associated cost.

The Landlord employs a cross-connection control program to protect the campus's consecutive water system (CWS). The program is in compliance with State of Florida's Department of Environmental Protection Guidelines, American Water Works Association M-14 and will apply to the hotel. In order to protect utilities systems, Tenant will be responsible for the initial installation of all backflow prevention devices.

- Wastewater Service: The total waste capacity allocation for the hotel shall not exceed 11,400,000 gallons per year. The capital costs of sewage pretreatment as required by current Plumbing Codes applicable to the Project shall be borne by Tenant. A processing surcharge may also be imposed, based on the quality of effluent being processed and the cost impact to the normal operation of the system by Seminole County.

The cost to investigate, recover, and neutralize any illegal substances dumped in the waste stream will be borne by Tenant.

Influent must comply with applicable pre-treatment requirement set forth by Seminole County's Iron Bridge Treatment facility.

Any violation of pretreatment rules shall require prompt due diligence, followed by emergency measures to contain any discharge, with notification to Landlord's Environmental Health and Safety division. All remediation costs associated with a discharge event shall be borne by Tenant.

**ARTICLE 8**  
**ALTERATIONS OR IMPROVEMENTS BY TENANT**

Subject to its compliance with the requirements of this Article 8, Tenant shall have the right during the continuance of this Sublease to make such interior alterations or improvements to the Hotel/Conference Center as may be proper and necessary for the conduct of its business and for the full beneficial use of the Hotel/Conference Center permitted herein, provided Tenant shall pay all costs, expenses and charges thereof, shall maintain such alterations and improvements in accordance with applicable laws and building codes and that all work be performed in a workmanlike manner. Tenant shall fully and completely indemnify Landlord against any third party claims in connection with the making of such alterations and improvements. Tenant shall not make, nor permit to be made, any alterations, additions or improvements of a structural nature to the exterior of the Property, without prior written approval of the Landlord, not to be unreasonably withheld. Tenant shall promptly repair any damage to the Hotel/Conference Center caused by any alterations, additions or improvements of the Hotel/Conference Center by Tenant.

**ARTICLE 9**  
**REMOVAL OF IMPROVEMENTS**

Except as otherwise hereinafter provided, all trade fixtures, furniture, furnishings, equipment and signs installed in or to the Hotel/Conference Center by Tenant and paid for by it shall remain the property of Tenant and may be removed by Tenant upon the expiration of the term of this Sublease or its earlier termination, provided (a) that such items which are affixed to the Hotel/Conference Center and require severance may be removed only if Tenant shall repair any damage caused by such removal, and (b) that Tenant shall have fully performed all the covenants and agreements to be performed by it under the provisions of this Sublease. If the Tenant fails to remove such items from the Hotel/Conference Center prior to the date of termination of this Sublease or earlier termination thereof, all such trade fixtures, furniture, furnishings and signs shall become the property of Landlord, unless Landlord elects to require the removal in which case Tenant shall promptly remove the same and restore the Hotel/Conference Center to its prior condition. All lighting fixtures, heating and cooling equipment and all other affixed installations and construction to be furnished or performed by Tenant, except for the items specifically described in the first sentence of this section, shall be and remain the property of Landlord on the ending of the Sublease Term and shall not be removed from the Hotel/Conference Center.

**ARTICLE 10**  
**ACCESS TO PROPERTY**

Landlord may have free access to all public areas of the Property at all reasonable times, and to all private areas upon reasonable notice and coordination with Tenant, for the purpose of inspecting the same for compliance with this Sublease. Any such action by Landlord shall cause as little inconvenience as reasonably practical. Such action shall not be deemed an eviction or disturbance to Tenant nor shall Tenant be allowed any abatement of rent or damages for any injury or inconvenience occasioned thereby.

**ARTICLE 11**  
**REPAIRS BY LANDLORD**

Tenant shall be solely responsible to keep and maintain the foundations, roof and structural portions of the walls as well as interior of the Property in good condition and repair. No duties shall be imposed upon Landlord to inspect the Property and Landlord shall have no duty or obligation to make any repairs whatsoever. Tenant shall be solely responsible for all liabilities, damage to person or property, costs and expenses resulting from any patent or latent defect. Tenant shall make all necessary repairs of the parking area, service drive area and all surrounding area of the Hotel/Conference Center and shall keep such areas reasonably lighted at all times during the conduct of its business and shall maintain such areas reasonably clear of litter. The provisions of this section do not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which events the obligations of Landlord and Tenant shall be controlled by sections 16 and 24.

**ARTICLE 12**  
**REPAIRS BY TENANT**

Tenant shall keep and maintain the Property and every part thereof, including the structure, fixtures, facilities or equipment contained therein, in good condition and repair, including, but not limited to, the heating, air conditioning, electrical, plumbing and sewer systems, the exterior doors, security grills, window and window frames, and all portions of the Property and shall make any replacements thereof and all broken or cracked glass which may become necessary during the Sublease Term or any renewal or extension thereof.

**ARTICLE 13**  
**DEFAULT**

13.1 Default by Tenant. This Sublease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements to be performed by it as herein set forth. If any of the following events shall occur Tenant shall be deemed in default of this Sublease.

13.1.1 Failure by Tenant to pay any installment of Base Rent or Variable Rent or any other sums required to be paid by Tenant after the same is due, and said default shall continue uncured for a period of ten (10) days after written notice thereof from Landlord to Tenant; or

13.1.2 Failure of Tenant to operate and maintain the Hotel/Conference Center at all times as an upscale full service facility in all respects in accordance with the standards of similar upscale full service hotels in the Orlando area; or

13.1.3. Default by Tenant in the observance or performance of any of the other covenants, agreements or conditions of this Sublease on the part of Tenant to be kept and performed, and said default shall continue uncured for a period of thirty (30) days after written notice thereof from Landlord to Tenant; or

13.1.4 Filing by Tenant of a petition in bankruptcy or be adjudicated bankrupt or the filing of any petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or a similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors; or

13.1.5 The appointment of a trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Property, or any action, suit or proceeding is instituted by or against Tenant in such preceding which action is not dismissed within 90 (90) days after such appointment; or

13.1.6 The leasehold estate hereby created is taken by execution or other process of law; or

13.1.7 The Tenant shall attempt to mortgage the Property or assign any interest in this Sublease, other than as provided in Article 18, without the prior written consent of Landlord; or

13.1.8 Failure of Tenant to obtain substantial completion of the Hotel/Conference Center within two years following the commencement of construction.

13.2 Notice/Remedies. In the event of default by Tenant under this Sublease, Landlord shall provide Tenant with written notice of such default and Tenant shall have ten (10) days, or thirty (30) days, as provided above, from receipt of such notice to cure said default; provided however that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty (30) days, Tenant shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred eighty (180) days ("Cure Period"). If Tenant fails to cure the default within the Cure Period, all rights and privileges of Tenant and all duties and obligations of Landlord hereunder shall terminate. Immediately upon such termination, and without further notice to any other party, Landlord shall have the right to take possession of the Hotel/Conference Center together with all Improvements, fixtures, furnishings, equipment, personalty and any and all capital alterations which may have become constructed upon or to the Property (the title to which shall, upon any such termination, automatically be conveyed from Tenant to Landlord and pass to Landlord by operation of the provisions herein without any additional document or action needed and, subject to the provisions of Article 18 hereof free and clear of any liens, encumbrances or debts on the Property arising from Tenant's leasehold interest in the Hotel/Conference Center, with or without process of law, and to remove

all persons occupying the same and to use all necessary lawful force therefor and in all respects to take the actual, full and exclusive possession of the Property and Hotel/Conference Center and every part thereof as Landlord's original estate, thereby wholly terminating any right, title, interest or claim of or through Tenant as to the Property including the Hotel/Conference Center and all personal property located on the Property, all without incurring any liability to Landlord or to any person occupying or using the Property Hotel/Conference Center for any damage caused or sustained by reason of such entry or such removal, except for damage resulting from Landlord's negligence in effecting such removal, and Tenant agrees to reimburse Landlord, and all employees, agents and representatives of Landlord for all costs, loss or damage arising or occasioned thereby to Tenant, or its agents, employees, officers, guests, invitees or tenants, except as limited hereinabove. The exercise by Landlord of any remedy arising by virtue of an Event of Default shall not be considered exclusive, but Landlord may exercise any and all other rights or remedies provided by the Sublease or by law or equity. Landlord may elect to sue Tenant hereunder without terminating this Sublease shall have the right to specifically enforce the obligation of Tenant to use the Property only for the uses permitted by this Sublease. The termination of the Sublease Term pursuant to this Article shall not extinguish the right of Landlord to collect damages arising from the breach of this Sublease by Tenant.

No failure by Landlord to insist upon the strict performance of any provision of this Sublease or to exercise any right, power or remedy consequent to any breach thereof, and no waiver of any such breach or of any such provision. No waiver of any such breach or of any such provision. No waiver of any breach shall affect or alter this Sublease, which shall continue in full force and effect, or the rights of any party hereto with respect to any other then existing or subsequent breach.

Except as expressly provided for in this Sublease, Tenant shall not assert any breach of an obligation or duty of Landlord as, and no such breach shall constitute, a defense, offset, excuse or counterclaim to any obligation of Tenant hereunder, but Tenant may, subject to the other provisions of this Sublease, pursue independent remedies for any such breach Landlord.

In case of default on the part of Tenant to pay any money, or do any act to satisfy any of the obligations or covenants which it is required to pay, do, or satisfy under the provisions of this Sublease, Landlord may, at its option, after notice to Tenant, pay any or all such sums, or do any or all such acts which require the payment of money, or incur any expense whatsoever to remedy the failure of Tenant to perform any one or more of the covenants herein contained.

13.3 Mortgagee Right to Cure. Landlord agrees to furnish a copy of any notice of default to Tenant's lending institution ("Tenant's Lender") provided that Tenant has requested in writing that such notice be provided. Such notice shall include the name and address where such notice should be delivered. Tenant's Lender shall have the right to cure any default under this Sublease within thirty (30) days of receipt of the notice of default or such longer period as may be provided in any "Consent and Agreement" entered into by Landlord with Tenant's Lender as provided in Article 18 of this Sublease. Failure to cure such default will result in termination of any interest of Tenant's Lender in Tenant's leasehold interest in the Hotel/Conference Center.

13.4 Interest. If Tenant at any time shall fail to pay any taxes, assessments, or, to make any payment or perform any act required by this Sublease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Sublease, may (but shall not be obligated to) at any time thereafter notify Tenant in writing that such payment is due or other action is required under the Sublease, and if Tenant shall fail to make such payment or undertake such required action within the applicable Cure Period, Landlord may make such payment or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred, shall accrue interest at the Default Rate, from the date of demand for reimbursement thereof by Landlord and shall constitute additional rent payable by Tenant under this Sublease and shall be paid by Tenant to Landlord upon demand, accompanied by reasonable documentation of such costs.

13.5 Default by Landlord. In the event the Landlord breaches any provision contained herein or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by the Landlord under the terms and provisions of this Sublease, then in that event Tenant shall send a default notice to Landlord demanding performance of the unfulfilled obligation or default and Landlord shall have the Cure Period (being the same period from delivery of notice of default as set forth in Section 13.2 of this Sublease) to cure the default outlined in the default notice. In the event Landlord fails to cure such non-performance or breach within the Cure Period, Tenant, in Tenant's sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to Tenant at law and in equity; (ii) have the right to enter upon the Campus to perform the obligation or to furnish any necessary materials or services to cure the default of Landlord; (iii) terminate this Sublease and upon any such termination, this Sublease and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. Notwithstanding the foregoing, in the event such default shall constitute an emergency condition, Tenant, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances, or if necessary, without advance notice, so long as notice is given as soon as possible thereafter. In such event Tenant elects option (ii) above, Landlord shall reimburse the Tenant for its reasonable costs of the foregoing ("Cure Costs") within thirty (30) calendar days following delivery to Landlord of a demand for such reimbursement, which demand shall include reasonable documentation of such costs. The right to cure the default of Landlord shall not be deemed to (i) impose any obligation, liability or responsibility on the Tenant to do so; (ii) render Tenant liable to Landlord or any third party for an election not to do so; or (iii) relieve Landlord from any performance obligation hereunder.

13.6 Cumulative Remedies. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other remedies allowed at law or in equity.

#### **ARTICLE 14** **RENT DEMAND**

Every demand for rent due, wherever and whenever made, shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

**ARTICLE 15**  
**SUBROGATION**

Landlord shall not be liable for any insurable damage to fixtures, merchandise or property of Tenant that is insurable and required to be insured by Tenant under the Sublease, regardless of cause, and Tenant hereby releases Landlord from the same.

**ARTICLE 16**  
**DAMAGE AND DESTRUCTION**

Tenant agrees to provide such insurance coverage as required in this Sublease, and in the event the Hotel/Conference Center is damaged by any peril, the Hotel/Conference Center which Tenant is obligated to construct pursuant to this Sublease together with such of Tenant's installations that become a part of the real estate shall promptly be repaired by Tenant, at Tenant's expense; provided, however, that if (i) such casualty occurs during the last twenty (20) years of the Sublease Term, and (ii) the cost to repair such damage is reasonably estimated to cost in excess of 50% of the reasonably estimated value of the Hotel/Conference Center, then at Tenant's option Tenant may elect not to repair and reconstruct and instead may elect to terminate the Sublease by written notice to Landlord within ninety (90) days after the casualty giving rise to such termination, in which event Tenant shall receive all proceeds of insurance and promptly remove all improvements on the Property, and fill and grade the site to its original elevation. In repairing any such damage, Tenant shall repair or replace the Property and installations, including without limitation, stock-in-trade, trade fixtures, furniture, furnishings, floor and wall coverings, signs and the special equipment which has been installed in the Property by Tenant, in a manner and to at least a condition equal to that prior to its damage or destruction. Except in the case of a termination of the Sublease as described in this Article 16, the proceeds of all insurance carried by Tenant pursuant to Section 6.8 shall be held in trust by a mutually agreed upon bank Trustee for the purpose of such repair and replacement if such insurance proceeds exceed \$500,000.00 in amount, and shall be disbursed from trust to Tenant upon requisition by Tenant (copies simultaneously to Landlord and Trustee) to pay all costs of such repair and replacement. If the proceeds of insurance are less than \$500,000.00 in amount, they shall be delivered to Tenant who shall use such proceeds solely to repair and replace the damaged Property. Notwithstanding the foregoing, all proceeds of business interruption insurance arising from any such casualty shall be paid to Tenant, for so long as Tenant is current in the payment of the Rent hereunder.

**ARTICLE 17**  
**ASSIGNMENT AND SUBLETTING**

17.1 General Prohibition. Except as otherwise expressly provided in this Sublease: (a) Tenant shall not have the right at any time to pledge, hypothecate, mortgage or assign this Sublease or any estate or interest therein by operation of law or otherwise, or to sublet the Property or any part thereof, or to grant any concession or license, or to allow anyone to occupy the Property, without the prior written consent of Landlord; and (b) Tenant shall not permit nor grant security interests or other interests upon Tenant's trade fixtures, personal property and equipment on the Property without first obtaining Landlord's written consent thereto. The consent of Landlord to any one or more assignments, subleases, transfers or liens shall not

operate to exhaust the Landlord's rights under this section, nor shall Landlord's consent operate to release Tenant from any of its obligations under this Sublease.

17.2 Security for Loan. Notwithstanding the general prohibition of Section 17.1, Tenant may from time to time grant a leasehold mortgage encumbering the leasehold estate created by this Sublease and grant a mortgage, lien and security interest in such other property of Tenant that is used or useable in connection with the Hotel/Conference Center, and the revenues thereof, as security for loans to finance or refinance any or all of the cost of designing, engineering, permitting, constructing, renovating, furnishing or equipping the Hotel/Conference Center, and all repairs, replacements and upgrades thereof, as described in Article 18 of this Sublease. Such security shall extinguish by operation of law upon termination of this Sublease.

17.3 Sale By Tenant. Notwithstanding the general prohibition of Section 17.1, Tenant shall have the right to sell, assign, and transfer Tenant's interest in the Sublease in connection with a sale of the Hotel/Conference Center, provided that (i) the assignee/transferee assumes all obligations of the Tenant under the Sublease arising from and after the date of transfer, and (ii) Tenant is not in material default under the Sublease, and (iii) if there is a change in operator/manager of the Hotel/Conference Center in connection with such transfer, the new operator/manager shall provide the Landlord with evidence of their qualifications to operate the Hotel/Conference Center and receive Landlord's approval which shall not be unreasonably withheld.

17.4 Successor's Assumption of Obligations. Any successor in interest to Tenant under this Sublease expressly assumes all of the Tenant's obligations under this Sublease as and to the same extent as if such assignee were the original Tenant named in this Sublease.

17.5 Sublease. Tenant specifically covenants and agrees that, except as otherwise expressly provided in this Sublease, neither Tenant nor any one claiming an interest in or a right of occupancy or use of all or any portion of the Property by, through or under Tenant, shall enter into any sublease, license, concession or other agreement for the use, occupancy or utilization of space within the Property which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the Property, other than an amount based on a fixed percentage of receipts or sales. Any such purported agreement in violation of this covenant shall be absolutely void and ineffective as a conveyance of any right or interest in the use, occupancy or the utilization of any part of the Property. Landlord agrees that Tenant may enter into a sublease or license for the operation of a gift shop, restaurant or bar/lounge facility within the Hotel/Conference Center provided that such sublease or license terminates upon the Termination Date of this Sublease, and that the operation of any such subleased or licensed area is subject to the same operational standards as Tenant under the Sublease.

## **ARTICLE 18** **RIGHT TO FINANCE**

18.1 Tenant Financing. From time to time, subject to Landlord's prior written approval not to be unreasonably withheld, Tenant will have the right to pledge, hypothecate, grant a mortgage, lien or security interest, or otherwise encumber its interest in this Sublease, and all

property of Tenant that is used or useable in connection with the Hotel/Conference Center, and all revenues therefrom, as security for one or more loans, indebtedness or obligations. Any such indebtedness or obligation and any such mortgage, assignment or security agreement securing same will be for an amount and on such other terms and conditions as Tenant may agree. Any such leasehold mortgage loan, or loans, or extensions, renewals, re-financings or replacements thereof obtained by or on behalf of Tenant shall impose no liability on Landlord and shall not encumber Landlord's interest in the Property. The sole recourse of any Leasehold Mortgagee shall be against Tenant, Tenant's revenues, Tenant's interest in this Sublease, and Tenant's property. The underlying fee simple title to the Property shall not be mortgaged or encumbered by Tenant and any Leasehold Mortgage shall immediately terminate upon the expiration or termination of this Sublease.

18.2 Consent and Agreement. If required by Tenant's Lender, Landlord will enter into a "Consent and Agreement" for the benefit of any leasehold mortgagee ("Leasehold Mortgagee") to whom Tenant may grant a leasehold mortgage (a "Leasehold Mortgage") in accordance with this Article 18. The "Consent and Agreement" will generally be in the form reasonably required by Tenant's Lender, but subject to the reasonable approval of Landlord and Tenant of the terms and provisions thereof. Whether or not Tenant's Lender may require a Consent and Agreement, Landlord and Tenant agree that so long as any Leasehold Mortgage is a lien on part or all of the Hotel/Conference Center and the leasehold estate created by this Sublease as follows:

18.2.1 If Tenant or the Leasehold Mortgagee shall have delivered to Landlord prior written notice of the address of such Leasehold Mortgagee, Landlord will mail to Leasehold Mortgagee a copy of any notice of a default by Tenant hereunder, and will give to such Leasehold Mortgagee notice of any rejection of the Sublease by the trustee in bankruptcy of Tenant or by Tenant as debtor in possession, and no termination of this Sublease or termination of Tenant's right of possession of the Property or reletting of the Property by Landlord predicated on the giving of any notice shall be effective unless Landlord gives to the Leasehold Mortgagee written notice or a copy of its notice to Tenant of such default or termination, as the case may be.

18.2.2 In the event of any default by Tenant under the provisions of this Sublease, any Leasehold Mortgagee will have the same periods as are given Tenant for remedying such default or causing it to be remedied, plus, in each case, an additional period of thirty (30) days after the expiration of the initial cure period granted to Tenant pursuant to this Sublease or after Landlord has served a notice or a copy of a notice of such default upon the Leasehold Mortgagee, whichever is later.

18.2.3 In the event that Tenant shall default under any of the provisions of this Sublease, any Leasehold Mortgagee, without prejudice to its rights against Tenant, shall have the right to cure such default within the applicable grace periods provided for in the preceding Subsection 18.2.2 above, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing that Tenant is hereby required to do or perform, and Landlord shall accept such performance on the part of such Leasehold Mortgagee as though the same had been done or performed by Tenant. For such purpose, Landlord and Tenant hereby authorize such Leasehold Mortgagee to enter upon the Property and to exercise any of its rights and powers under this Sublease and subject to the provisions of this Sublease.

18.2.4 In the event of any default by Tenant hereunder, and if prior to the expiration of the applicable grace period specified in Subsection 18.2.2 above, a Leasehold Mortgage shall give Landlord written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Tenant by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, whether by performance on behalf of Tenant of its obligations under this Sublease, or by entry on the Property and/or the Improvements by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of the Sublease or re-renter, take possession of or relet the Property or the Improvements or similarly enforce performance of this Sublease in a mode provided by law so long as such beneficiary is with all due diligence and in good faith engaged in the curing of such default, or effecting such foreclosure; provided, however, that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if such default shall be cured.

18.2.5 In the event that Tenant's interest under this Sublease shall be terminated by a sale, assignment or transfer pursuant to the exercise of any remedy of a Leasehold Mortgagee, or pursuant to judicial proceedings, and if (i) no rent or other charges shall then be due and payable by Tenant under this Sublease, or (ii) the Leasehold Mortgagee shall have arranged to the reasonable satisfaction of Landlord for the payment of all rent and other charges (less a credit for any income received by Landlord during such period) due and payable by Tenant under this Sublease as of the date of such termination, together with the rent and other charges that but for such termination would have become so due and payable from the date of such termination, and upon payment of all expenses, including reasonable attorneys' fees, incident thereto, Landlord will execute and deliver to such beneficiary of the Leasehold Mortgagee or its nominee a new lease of the Property. Such new lease shall be for a term equal to the remainder of the term of this Sublease before giving effect to such termination and shall contain the same covenants, agreements, terms, provisions and limitations as this Sublease, and shall be subject only to the encumbrances and other matters recited in this Sublease and acts done or suffered by Tenant. Upon the execution and delivery of such new lease, the new tenant, in its own name or in the name of Landlord, may take all appropriate steps as shall be necessary to remove Tenant from the Property, but Landlord shall not be subject to any liability for the payments of fees, including reasonable attorneys' fees, costs or expenses in connection with such removal; and such new tenant shall pay all such fees, including attorneys' fees, costs and expenses or, on demand make reimbursements therefor to Landlord.

18.2.6 In the event a default under a Leasehold Mortgage shall have occurred, the Leasehold Mortgagee may exercise with respect to the Property any right, power or remedy under the Leasehold Mortgage that is not in conflict with the provisions of this Sublease; provided, however, that any notice of default from such Leasehold Mortgagee to Tenant of a default shall be sent to Landlord prior to Leasehold Mortgagee's commencement of foreclosure proceedings.

18.2.7 This Sublease may be assigned, without the consent of Landlord, to or by any Leasehold Mortgagee or its nominee, or pursuant to foreclosure or similar proceedings, or the sale, assignment or other transfer of this Sublease in lieu thereof, or the exercise of any other right, power or remedy of such Leasehold Mortgagee, and any Leasehold Mortgagee shall be liable to perform the obligations imposed on Tenant in this Sublease only for and during the

period it is in possession or ownership of the leasehold estate created by this Sublease. There shall be no limit on the number of times that this Sublease may be so assigned as provided in this Article 18.

18.2.8 There shall be no merger of this Sublease or any interest in this Sublease nor of the leasehold estate created by this Sublease with the fee estate in the Property, by reason of the fact that this Sublease or such interest in this Sublease or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by this Sublease may be conveyed or mortgaged in a Leasehold Mortgage to a beneficiary thereof who shall hold the fee estate in the Property or any interest of Landlord under this Sublease.

18.2.9 No surrender (except a surrender upon the expiration of the term of this Sublease or upon termination by Landlord pursuant and subject to the provisions of this Sublease) by Tenant to Landlord of this Sublease, or of the Property, or any part thereof, or of any interest therein, and no termination of this Sublease by Tenant shall be valid or effective, and neither this Sublease nor any of the terms of this Sublease may be amended, modified, changed or canceled and no consents of Tenant under this Sublease shall be valid or effective without the prior written consent of any than existing Leasehold Mortgagee who shall have previously given Landlord written notice of the existence of its Leasehold Mortgage. For so long as such Leasehold Mortgage is in effect, if Tenant shall at any time have the right pursuant to Article 16 of this Sublease to elect to terminate the Sublease rather than restore the improvements, (A) Landlord agrees to promptly notify such Leasehold Mortgagee that such right (which notice shall be given promptly after such termination right becomes known to Landlord), and (B) Landlord shall accept a notice of termination of this Sublease pursuant to the terms hereof, delivered by such Leasehold Mortgagee on behalf of the Tenant and such Leasehold Mortgagee may deliver such notice at any time on or prior to the later of (y) the last day that Tenant could have delivered its notice to exercise the termination option pursuant to this Sublease, and (z) thirty (30) days following the date on which the Leasehold Mortgagee receives Landlord's notice of the right to terminate pursuant to this Section 18.2.9. Landlord further agrees that such notice by the Leasehold Mortgage shall be effective to terminate this Sublease as if delivered by Tenant pursuant to the applicable provision of this Sublease.

18.2.10. Landlord consents to a provision in Leasehold Mortgages or otherwise for an assignment of rents from subleases of the Property to the holder of any such Leasehold Mortgage, effective upon any default under such Leasehold Mortgage.

18.2.11. If at any time there shall be more than one Leasehold Mortgage constituting a lien on this Sublease and the leasehold estate created by this Sublease and Tenant's interest in the Hotel/Conference Center, and the holder of the Leasehold Mortgage prior in lien to any other Leasehold Mortgagee shall fail or refuse to exercise the rights set forth in this Article 18, each holder of a Leasehold Mortgage in the order of the priority of their respective liens shall have the right to exercise such rights and provided further, however, that with respect to the right of the holder of a Leasehold Mortgage under Section 18.2.5 above, to request a new lease, such right may, notwithstanding the limitation of time set forth in Section 18.2.5, be exercised by the holder of any junior Leasehold Mortgage, in the event the holder of

prior Leasehold Mortgage shall not have exercised such right, more than sixty (60) days but not more than seventy-five (75) days after the giving of notice by Landlord of termination of this Sublease as provided in that Section.

18.2.12. Landlord agrees to enter into Sublease amendments reasonably requested by a prospective Leasehold Mortgagee, as long as the requested changes do not change the rent to be received by Landlord and do not materially or adversely affect Landlord's rights or interests under the Sublease.

**ARTICLE 19**  
**ACCORD AND SATISFACTION**

No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Sublease or available at law or in equity.

**ARTICLE 20**  
**NO LIENS**

Tenant shall not directly or indirectly create or permit to be created or remain, and will discharge any lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Property or any part thereof or the rent or any other sum payable under this Sublease.

**ARTICLE 21**  
**WAIVER**

No waiver of any condition or legal right shall be implied by the failure of Landlord or Tenant to declare a default or forfeiture, or for any other reason and no waiver of any condition or covenant shall be valid unless it be in writing signed by the party granting such waiver. The mention in this Sublease of any specific right or remedy shall not preclude Landlord or Tenant from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and for the purpose of any suit brought or based on this Sublease, this Sublease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Sublease and it is further agreed that failure to include in any suit or action any sums or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

**ARTICLE 22**  
**INDEMNIFICATION**

22.1 Indemnification of Landlord. Except as otherwise expressly provided in this Sublease, Tenant shall indemnify and hold harmless Landlord, BTIITF, and the Florida Board of Governors, their successors and assigns, employees and agents, from any and all claims, causes

of action, damages, expenses, and liability, including reasonable attorneys' fees, sustained or incurred by any persons for illness or injury, including death, or damage to any property which arises from or in any manner grows out of any act or omission of the Tenant, its agents, partners or employees with respect to the Property, the construction of the improvements thereon, or the condition or occupancy thereof by the Tenant, its agents, employees, licensees and invitees.

22.2 Indemnification of University and Related Entities. Except as otherwise expressly provided in this Sublease, commencing on the date which Tenant shall enter upon the Property to begin its construction, Tenant agrees that: (a) Tenant shall indemnify the University of Central Florida, the Florida Board of Governors, BTIITF and the State of Florida and save them harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily injury or property damage arising from or out of any occurrence at, in, or from the Property its sidewalks, parking area and all facilities within the Hotel/Conference Center development or any part thereof by reason of the construction, occupancy, or use of the Property by reason of Tenant's breach under any provision hereof, or by reason of any negligent act or omission by Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires; (b) Tenant shall store its property in and shall occupy the Property and all other portions of the Hotel/Conference Center at its own risk, and shall release Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage; (c) the University of Central Florida, the Florida Board of Governors and the State of Florida shall not be responsible or liable at any time and Tenant expressly releases them from any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business; (d) Tenant shall give prompt notice to Landlord in case of fire or accidents on the Property or in the Hotel/Conference Center or defects therein or in any fixtures or equipment that result in substantial damage to the Property; (e) in case the University of Central Florida, the Florida Board of Governors, BTIITF or State of Florida shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold such parties harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred in connection with such litigation; and (f) to the extent that Landlord is the prevailing party in any litigation, Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing any of the terms of this Sublease.

22.3 Indemnification/Reimbursement of Tenant. To the extent allowed by law, specifically section 768.28 Florida statutes, Landlord shall indemnify, reimburse and hold harmless Tenant from and against all suits, actions, damages, liability, cost and expense arising out of and from any negligence of Landlord, its employees and agents, or by reason of Landlord's breach of any provision hereof. To the extent that Tenant is the prevailing party in any litigation, Landlord shall pay all costs, expenses and reasonable attorneys' fees that may be incurred by Tenant in defending against the enforcement by Landlord, or in enforcing any obligations of Landlord, under the terms of this Sublease.

22.4 No Release from Negligence or Willful Misconduct. The indemnification provided in this Article 22 is expressly limited and shall not extend to any suit, action, liability, cost or expense which arises from any negligent act or omission, or willful misconduct, of the indemnified party. No release of a party from liability provided in this Article 22 shall extend to liability arising from any negligent act or omission, or willful misconduct, of the released party.

**ARTICLE 23**  
**SURRENDER AND HOLDING OVER**

Tenant shall deliver up and surrender to Landlord possession of the Property and Hotel/Conference Center upon the expiration of the Sublease, or its termination in any way, in as good condition and repair as the same shall be on the commencement of said Sublease Term (reasonable wear and tear and damage by fire and other perils excepted), and shall deliver the keys to Landlord or Landlord's agent. Should Tenant or any party claiming under Tenant remain in possession of the Property, or any part thereof, after any termination of this Sublease, no tenancy or interest in the Property or Hotel/Conference Center shall result therefrom but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall, upon demand, pay to Landlord, as liquidated damages, a sum equal to double the Base Rent as specified herein, prorated on a daily basis, for any period during which Tenant shall hold the Property after the stipulated Sublease Term may have terminated.

**ARTICLE 24**  
**CONDEMNATION**

24.1 Condemnation Compensation Generally. In the event that the Property, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or similar right, or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being hereinafter referred to as a "taking"), Landlord, Tenant and any person or entity having an interest in the award or awards shall have the right to participate and recover compensation in any such condemnation proceedings or agreement for the purpose of protecting their interests in the Property. Each party so participating shall pay its own expenses therein.

24.2 Business Damages. Tenant shall be entitled to assert a separate claim for, and collect the entirety of, any "business damage" award based upon its loss of income from any such taking.

Whole Condemnation. If at any time during the Sublease Term there shall be a taking of the whole or substantially all of the Property, this Sublease shall terminate and expire on the date title is transferred to such taking entity and the rent hereunder shall be apportioned and paid to the date of such taking. For the purpose of this section "substantially all of the Property" shall be deemed to have been taken if the remaining part of the Property not so taken cannot be adequately restored, repaired or reconstructed, in the mutual opinion of Landlord and Tenant, so as to constitute a complete, architecturally sound hotel and conference center that is economically sound, with adequate parking and other facilities.

If this Sublease shall have terminated as result of such taking, then Landlord and Tenant shall join together to seek recovery for the fair market value of their respective estates and the buildings and improvements located thereon. As between Landlord and Tenant, the parties agree that each shall be entitled to its fair and equitable share of any award or awards, and that any apportionment shall assume that the Sublease is not terminated by the taking and continues for the entire Sublease Term (including any extensions). Landlord shall be entitled to the portion of

the award attributable to the value of the land that is taken, without improvements and as encumbered by this Sublease, and to the "Residual Value" of the Hotel/Conference Center improvements, and Tenant shall be entitled to the balance of any award. For purpose of this Sublease, "Residual Value" shall mean the fair market value of the Hotel/Conference Center improvements upon the expiration of the Sublease Term as determined by appraisal, discounted to present value. If Tenant shall assign to any Leasehold Mortgagee any award to which it shall be entitled, Landlord shall recognize such assignment and shall consent to the payment of the award to such assignee as its interest may appear

24.4 Partial Condemnation. If this Sublease shall continue after any such taking, this Sublease shall remain unaffected except:

24.4.1 The rent shall be equitably adjusted taking into account the changed circumstances caused by such taking. Until the new rent shall have been determined, Landlord and Tenant shall make a good faith estimate of the percentage of decrease in rent due and pay such amount to Landlord, which estimate shall be based on the proportion of anticipated lost annual gross revenues attributable to the loss of floor space, hotel rooms, parking and other improvements relative to the average gross revenues for the preceding three years; provided, upon such determination, an appropriate adjustment shall be made and Landlord or Tenant shall promptly pay the amount necessary to adjust any overpayment or underpayment.

24.4.2 Landlord shall be entitled to the portion of the award allocable to the value of any land that is taken, not including improvements and subject to this Sublease, and to the Residual Value (if any) of any improvements taken.

24.4.3 Tenant shall then be entitled to receive the balance of the award and the same shall be payable to Tenant for application by Tenant to the cost of restoring, repairing, replacing or rebuilding the improvements. Tenant shall, promptly after such partial taking and at its expense, restore such building or buildings to a complete architectural unit, and the Property, to the reasonable satisfaction of Landlord.

## **ARTICLE 25** **EXCEPTIONS TO DEMISE**

Notwithstanding anything to the contrary herein contained, this Sublease is subject to all easements and utility easements and other restrictions, encumbrances and agreements affecting the Property, both recorded and unrecorded, that are reflected on the title insurance commitment obtained by the Tenant and set forth on the Exhibit 25 attached hereto.

## **ARTICLE 26** **SUBLEASE INURES TO BENEFIT OF ASSIGNEES**

This Sublease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and permitted assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.

**ARTICLE 27**  
**QUIET ENJOYMENT**

27.1 Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Property without any manner of let or hindrance from Landlord or any person or persons lawfully claiming the Property.

27.2 No Liens or Additional Encumbrances. Landlord shall not permit any mortgage or other liens to exist with respect to the BTIITF's fee simple interest in the Property. Landlord shall not grant any easements, restrictions or other encumbrances on the Property without Tenant's consent.

**ARTICLE 28**  
**NO PARTNERSHIP**

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

**ARTICLE 29**  
**NOTICES**

Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail, return receipt requested, addressed to the Landlord at the address specified below, and to the Tenant at the address specified below, or the Hotel/Conference Center, or at such other address as may be specified from time to time in writing sent to the other party by registered or certified mail.

If to Landlord:

University of Central Florida  
Attention: William F. Merck, II  
Vice President for Administration and Finance  
4365 Andromeda Loop North  
Suite 384  
Orlando FL 32816  
Email: [william.merck@ucf.edu](mailto:william.merck@ucf.edu)

If to Tenant:

Pegasus Hotel LLC  
Attention: Dennis Biggs  
1251 Avenue of the Americas  
Suite 910  
New York, NY 10020  
Email: [Dbiggs@kudllc.com](mailto:Dbiggs@kudllc.com)

If to BTIITF:

Board of Trustees of the Internal  
Improvement Trust Fund  
Cheryl C. McCall, Chief  
Bureau of Public Land Administration,  
Division of State Lands, State of Florida  
Department of Environmental Protection,  
Agent for and on behalf of  
The Board of Trustees of the Internal  
Improvement Trust Fund

**ARTICLE 30**  
**INTERPRETATION**

Wherever either the word "Landlord" or "Tenant" is used in this Sublease, it shall be considered as meaning the parties respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Landlord or Tenant in the heading of this instrument wherever the context requires.

**ARTICLE 31**  
**PARAGRAPH HEADINGS**

The paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Sublease nor in any way affect this Sublease.

**ARTICLE 32**  
**ENTIRE AGREEMENT**

This Sublease and the Exhibits attached hereto, and any Rider attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Property and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Tenant agrees that Landlord and its agents have made no representations or promises with respect to the Property or the Hotel/Conference Center except as herein expressly set forth.

**ARTICLE 33**  
**NO OPTION**

The submission of this Sublease for examination does not constitute a reservation of or option for the Property, and shall vest no right in any party. This Sublease becomes effective as a Sublease only upon execution and delivery thereof by Landlord and Tenant.

**ARTICLE 34**  
**NO MERGER OF TITLE**

There shall be no merger of this Sublease or of the leasehold estate created by this Sublease by reason of the fact that the same person, firm or corporation or other entity may acquire or own or hold directly or indirectly (a) this Sublease or the leasehold estate created by this Sublease or any interest in this Sublease or in any such leasehold estate, and (b) the fee estate in the Property or any part thereof or any interest in such fee estate and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee, having any interest in (i) this Sublease or the leasehold estate created by this Sublease, and (ii) the fee estate in the Property or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

**ARTICLE 35**  
**SEVERABILITY OF PROVISIONS**

In the event any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this Sublease shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, subsection, paragraphs, subparagraphs, sentences, clauses or phrases of this Sublease, which shall be and remaining full force and effect, as if the section, subsection, paragraph, subparagraph, sentence, clause or phrase so declared or adjudged invalid or unconstitutional was not originally a part thereof. The parties hereby declare that it would have been their intention to have agreed upon the remaining parts of this Sublease if it had known that such part or parts thereof would be declared or adjudged invalid or unconstitutional.

**ARTICLE 36**  
**USE OF NAME**

Tenant shall not, during the Sublease Term, change the name of the Hotel/Conference Center without the express written permission of the Landlord, which permission will not be unreasonably withheld or delayed.

Tenant shall not use the name of the University of Central Florida without the express written consent of the Landlord. Nothing in this Sublease shall be construed to grant Tenant the right to use the symbols, logos, trademarks or other representations of the University of Central Florida or its athletic teams without the express written consent of the Landlord. Tenant agrees that upon the request of the Landlord, it shall place the phrase "Not affiliated with the University of Central Florida" on all advertisements, promotional material, correspondence, or other written documents or materials distributed or made available to the public.

**ARTICLE 37**  
**ATTORNEYS' FEES**

If any rent owing under this Sublease is not paid when due, and is thereafter collected by or through an attorney at law, Tenant agrees to pay a reasonable attorneys' fee and other expenses incurred by Landlord.

**ARTICLE 38**  
**INTEREST**

All sums payable under this Sublease, if not paid when due, shall accrue interest at the Default Rate, from their due date until paid. Tenant's obligation to pay any such interest will be so much additional rent under this Sublease. Any such interest owing shall be paid upon demand.

**ARTICLE 39**  
**WAIVER OF JURY TRIAL**

Neither Landlord nor Tenant shall seek a jury trial in any lawsuit, proceeding, counter-claim, or any other litigation based upon, or arising out of this Sublease, any related instrument, any collateral or the dealings or the relationship between or among the parties, or any of them. No party will seek to consolidate any such action, in which a jury has been waived, with any other action in which a jury trial cannot or has not been waived. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

**ARTICLE 40**  
**NOT CONSENT TO SUE**

The provisions, terms or conditions of this Sublease shall not be construed as a consent of the State of Florida to be sued and no such consent is granted except as provided by Florida Statutes or case law.

**ARTICLE 41**  
**PUBLIC RECORDS LAW**

Landlord shall have the right to bring a suit for specific performance at any time for failure of Tenant to allow public access to all documents, paper, letters or other materials that Tenant is required to deliver, if any, pursuant to the provisions of Chapter 119, Florida Statutes, and made or received by Tenant in conjunction with this Sublease.

**ARTICLE 42**  
**GOVERNING LAW**

This Sublease shall be governed by Florida law. Venue for any litigation arising hereunder shall lie exclusively in the appropriate court located in Orange County, Florida.

**ARTICLE 43**  
**DUE DILIGENCE INVESTIGATIONS**

43.1 Investigation. Tenant shall have a period of ninety (90) days from the date of this Sublease to further investigate and inspect the Property to determine its suitability to the uses and purposes of Tenant for the Property, including but not limited to the right to conduct engineering studies and to make soil tests/borings; to conduct environmental studies; to review the drainage rights/obligations, easements and restrictions appurtenant to the Property; to review the condition of the title to the Property; to have the Property surveyed; to determine that necessary building, sewer, environmental, ecological and curb cut permits and/or consents for the development, construction and operation of improvements on the Property as contemplated by Tenant can be obtained from the appropriate governmental authorities without undue expense or delay; to determine that the soil conditions of the Property are such that unusual or costly construction techniques will not be required to develop the Property as contemplated by Tenant; to determine to Tenant's sole satisfaction that electric, water, sanitary sewer, storm sewer, gas and telephone service is immediately available or will continue to be available, at no cost to Tenant other than ordinary tap fees are available at or within the boundaries of the Property, and having sufficient capacity to serve the Tenant's proposed improvements to the Property; and to conduct any and all other investigations of the Property as Tenant deems appropriate.

43.2 Termination. In the event Tenant shall notify Landlord in writing within such ninety (90) days that the Property is not suitable for its purposes and that it wishes to terminate this Sublease, this Sublease shall terminate and neither party hereto shall have any further obligation to the other party hereto nor shall the Property herein described be encumbered in any way by reason of this Sublease. In such event, Tenant shall deliver to Landlord all third-party prepared test results, surveys, engineering and feasibility studies of the Property in Tenant's possession and without cost to Landlord.

**ARTICLE 44**  
**RADON GAS**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**ARTICLE 45**  
**ENVIRONMENTAL MATERS**

Landlord and Tenant hereby acknowledge that Tenant has performed all environmental due diligence desired by Tenant with respect to the Property and surrounding areas. Any contamination by Hazardous Substance or Materials located in, on or under the Property or any violations of Applicable laws arising or occurring after the Effective Date that are not the result of Hazardous Substance or Materials migrating from Landlord's adjacent property onto the Property or caused by Landlord its employees or agent, shall not be the responsibility of Landlord.

For purposes hereof, the following definitions shall apply: (i) "Environmental Law" means and includes the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" or the Federal Superfund Act) as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C., Sections 9601-9675; the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"); the Clean Water Act, 33 U.S.C., Section 1321, et seq.; the Clean Air Act, 42 U.S.C., Section 7401, et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance; and (ii) "Hazardous Substance or Materials" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic, or hazardous pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any Applicable Law.

Tenant agrees that the Property will remain free from contamination by Hazardous Substance or Materials in excess of amounts permitted by Environmental Laws and that the Property and the activities conducted or to be conducted thereon do not and will not violate any environmental laws. Tenant shall not cause or permit the Property to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Substance or Materials except as specifically exempted or permitted at all times under applicable Environmental Laws. Tenant shall not cause or permit the Property or any activities conducted thereon to be in violation of any current or future applicable environmental Laws. Tenant will promptly notify Landlord of any violation of any environmental Laws relating to the use of the Property or the Hotel/Conference Center or the release or suspected release of Hazardous Substance or Materials in, under or about the Property in violation of environmental laws, and Tenant shall promptly deliver to Landlord a copy of any notices, filings or permits sent or received by Tenant or on behalf of Tenant with respect to the foregoing. Tenant shall have the right to direct decisions regarding remediation activities affecting the Property which are the responsibility of Tenant under this Sublease all of which shall be performed at Tenant's cost, but Landlord shall have reasonable input into decisions regarding remediation activities. Notwithstanding the foregoing, in no event shall Tenant be entitled to agree to any lesser clean-up standard than is required by Applicable Law (without reliance on any risk based corrective action measures) or to any limitation on use that would bind the Property following the expiration of the Term without Landlord's consent, which may be withheld in Landlord's sole and absolute discretion. In the event Landlord suffers any claims or loss pursuant to this Sublease, Tenant shall immediately reimburse Landlord hereunder, any such amounts shall constitute Additional Rent due from Tenant to Landlord, and will be due and payable in full within thirty (30) days following receipt of written notice. Tenant's liability under this provision for matters existing on or prior to the expiration or termination of this Sublease shall survive the expiration or any termination of this Sublease.

**IN WITNESS WHEREOF**, Landlord and Tenant have hereunto set their hands and seals as of the day and year first above written.

UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES

By: \_\_\_\_\_  
John C. Hitt  
President

Approved as to form and legality:

\_\_\_\_\_  
Office of the General Counsel  
University of Central Florida

THE BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENTS TRUST  
FUND OF THE STATE OF FLORIDA

By: \_\_\_\_\_  
Director, Division of State Lands,  
State of Florida Department of  
Environmental Protection

[Attached to Sublease Agreement]

PEGASUS HOTEL LLC

By: \_\_\_\_\_  
Dennis Biggs  
President

**EXHIBIT "A"**

**THE PROPERTY**

A legal description of the Property will be prepared that is consistent with the site plan which is attached to this Sublease as part of Exhibit 4.1.2, at such time as the site plan process is finally approved, thus resulting in definitive boundaries of the area required for the Hotel/Conference Center.

TOGETHER WITH the following easements and rights of use which shall continue for the Sublease Term:

[NOTE: before lease execution appropriate easements for right of way, ingress and sanitary sewer, potable water, irrigation, reclaimed water, drainage, electric, telecommunications, cable, etc. will be agreed upon and inserted]

EXHIBIT 4.1.2

PRELIMINARY PLANS AND SPECIFICATIONS

[NOTE: before lease execution, site plan, drainage and utility plans, elevations, and floor plans to the extent available and agreed will be attached and/or referenced]

EXHIBIT 25

TITLE INSURANCE EXCEPTIONS WITH RESPECT TO THE PROPERTY

[Note: title company and surveyor to confirm if and where easements and leases affect the property before finalizing lease, and appropriate agreed title exceptions inserted]

**ITEM: INFO-5**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Collective Impact Strategic Planning Update

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION**

Information only.

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**Supporting documentation:** Attachment A: Collective Impact Strategic Planning Update

**Prepared by:** Thad Seymour, Senior Advisor to the Provost for Strategic Planning

**Submitted by:** A. Dale Whittaker, Provost and Executive Vice President



**Collective Impact  
Strategic Planning  
Update**

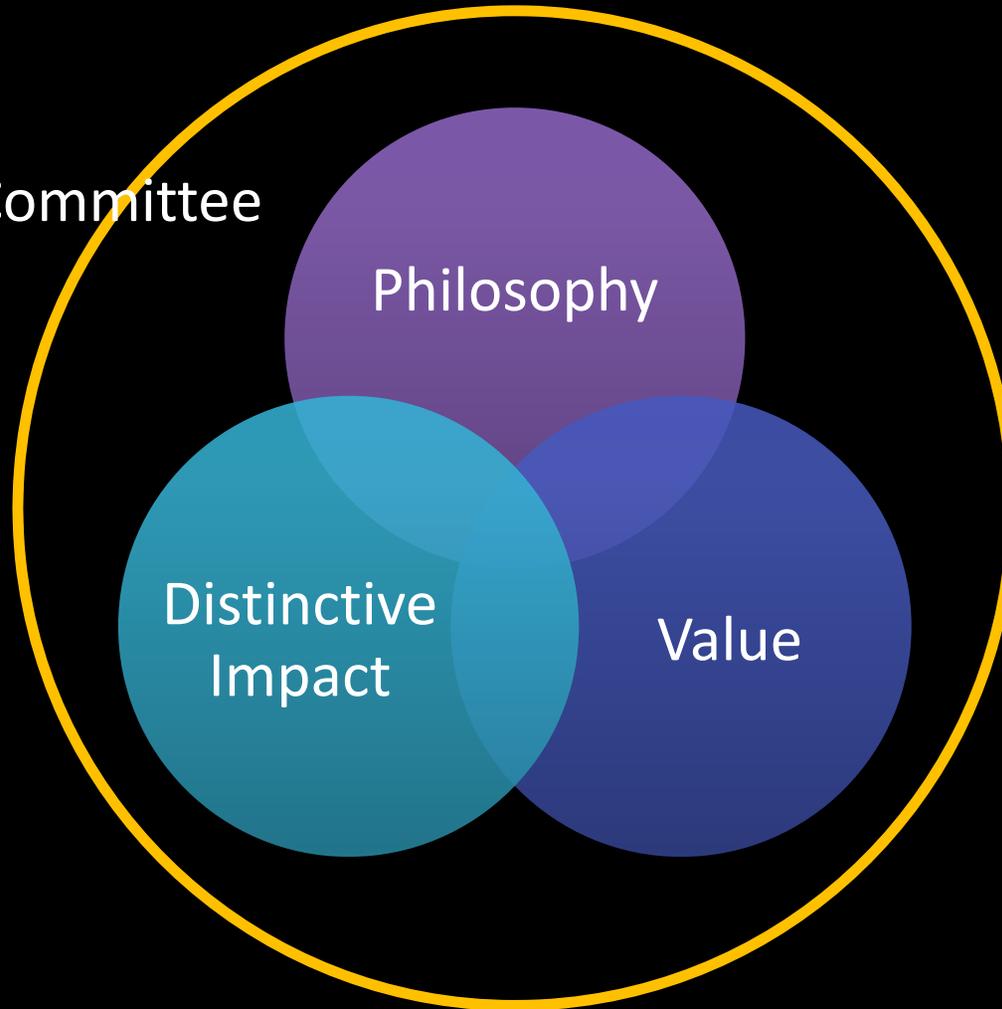
**24 March 2016**

# **Collective Impact Strategic Planning Purpose**

To set the university's trajectory for the next 20 years, define unique areas of opportunity to have a greater positive impact on lives and livelihoods throughout the region, and provide a significant return on investment of personal and institutional resources from the collective impact of those engaged.

# Organizing Framework

Steering Committee



# Three Commissions

## Philosophy

**Mr. Jeffrey M. Fleming**

*Special Magistrate, U.S. District Court Mediator, and retired Circuit Judge, Ninth Circuit*

**Dr. Lisa Dieker**

*UCF Pegasus Professor and Lockheed Martin Eminent Scholar Chair*

## Value

**Mr. Conrad Santiago**

*Financial Planner and Owner, Conrad Santiago-Ameriprise Financial Services, Inc.*

**Dr. Cynthia Young**

*UCF Pegasus Professor and Interim Vice Provost for Faculty Excellence and International Affairs*

## Distinctive Impact

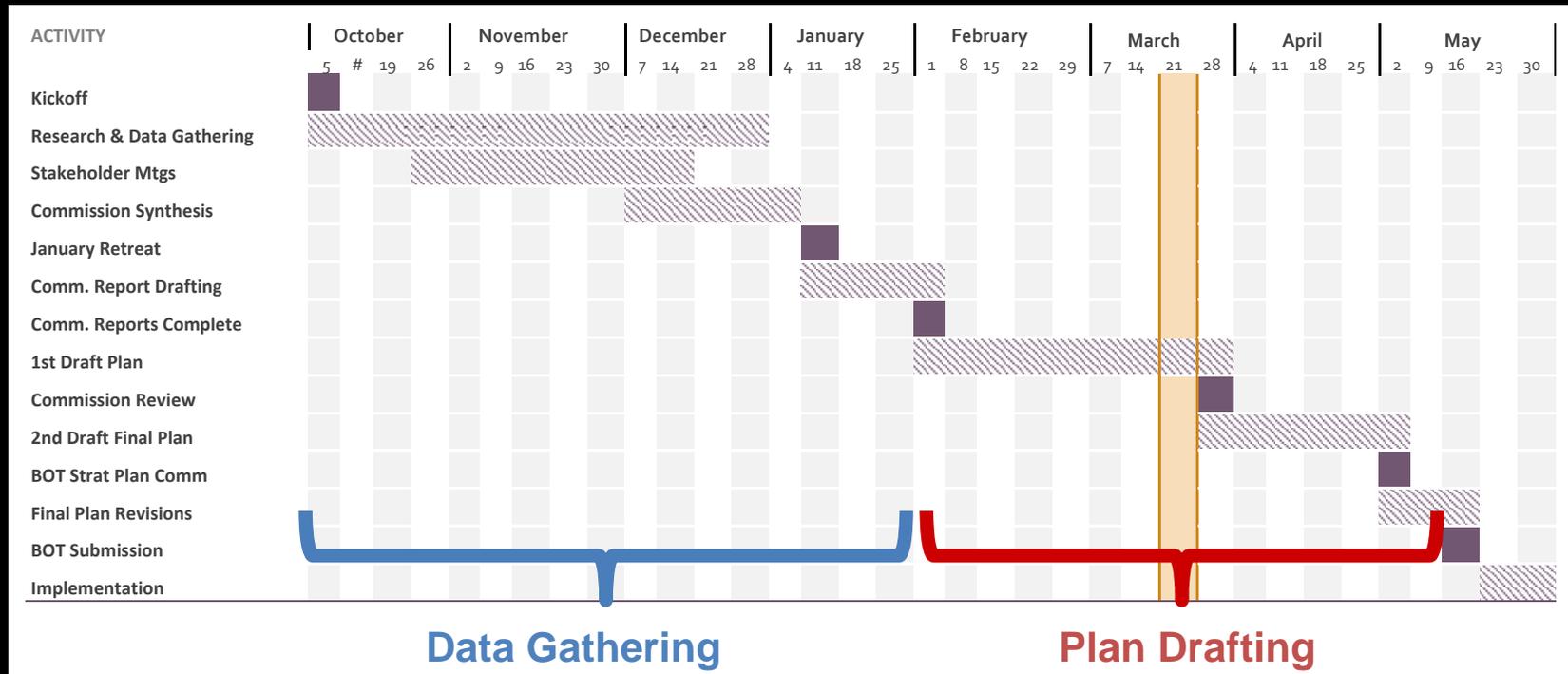
**Mr. Michael Grindstaff**

*Partner at Shutts & Bowen*

**Dr. Debra Reinhart**

*UCF Pegasus Professor and Assistant Vice President for Research*

# Timeline



# Data Gathering Summary

- 8** Stakeholder Meetings
- 500+** Participants
- 3,334** Student Survey Responses
- 30+** Data Requests Fulfilled
- 1** City Mayor (and 20 staff)
- 1** EDC Board Chair, CEO, and Team
- 1** County Mayor and staff (to come)



# Consistent Themes

- Strong community pride in UCF
- Enthusiasm about UCF's future
- Pride in Direct Connect and commitment to access
- Understanding of economic impact (present and future)
- Desire by alumni to increase engagement
- A lot of focus on innovation and UCF's critical role
- Desire to have UCF more widely recognized for its strengths
- Strong community focus on career readiness of graduates
- Recognition of importance of strong faculty to success

# Innovators Conversation



10 December 2015

**Don't replicate!**

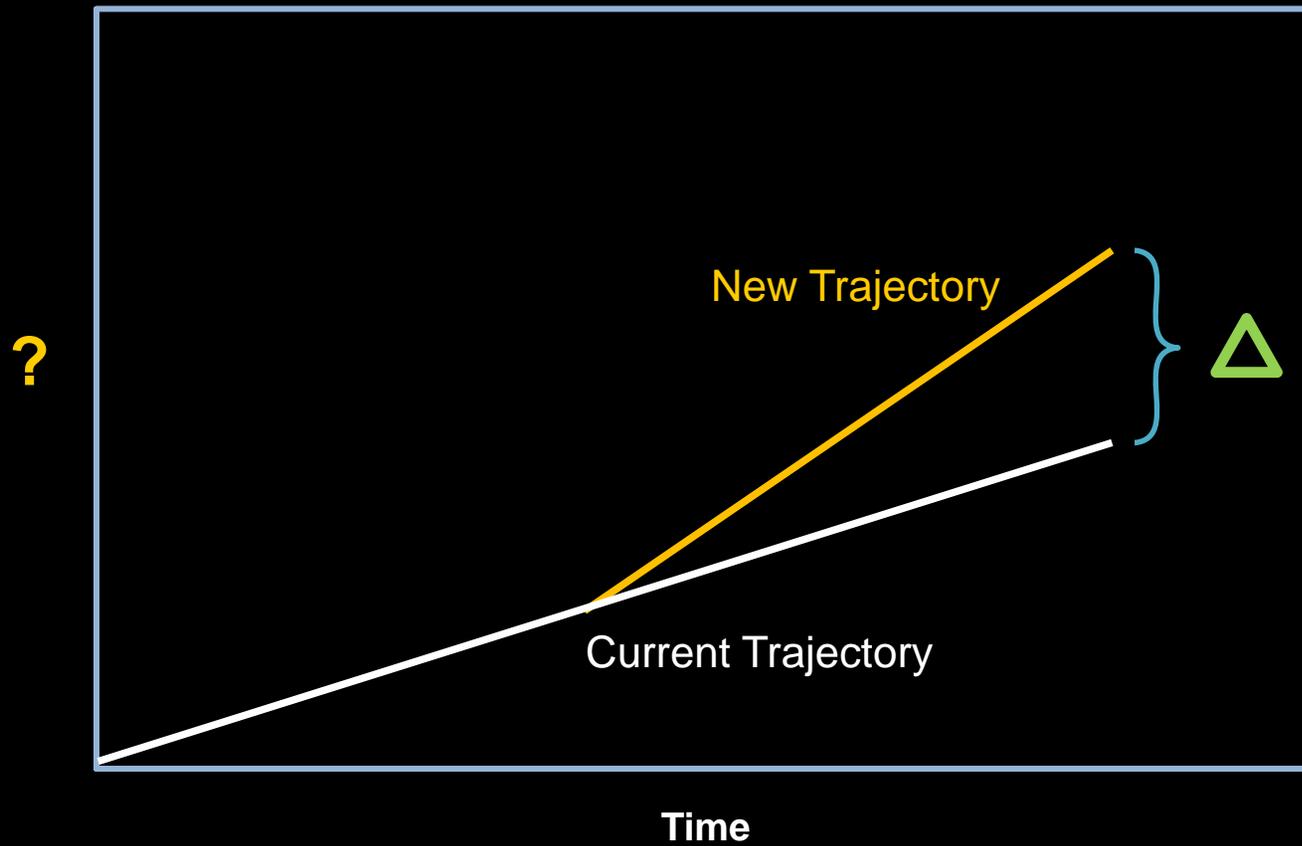
# Historical Context

## Five Waves of American Higher Education

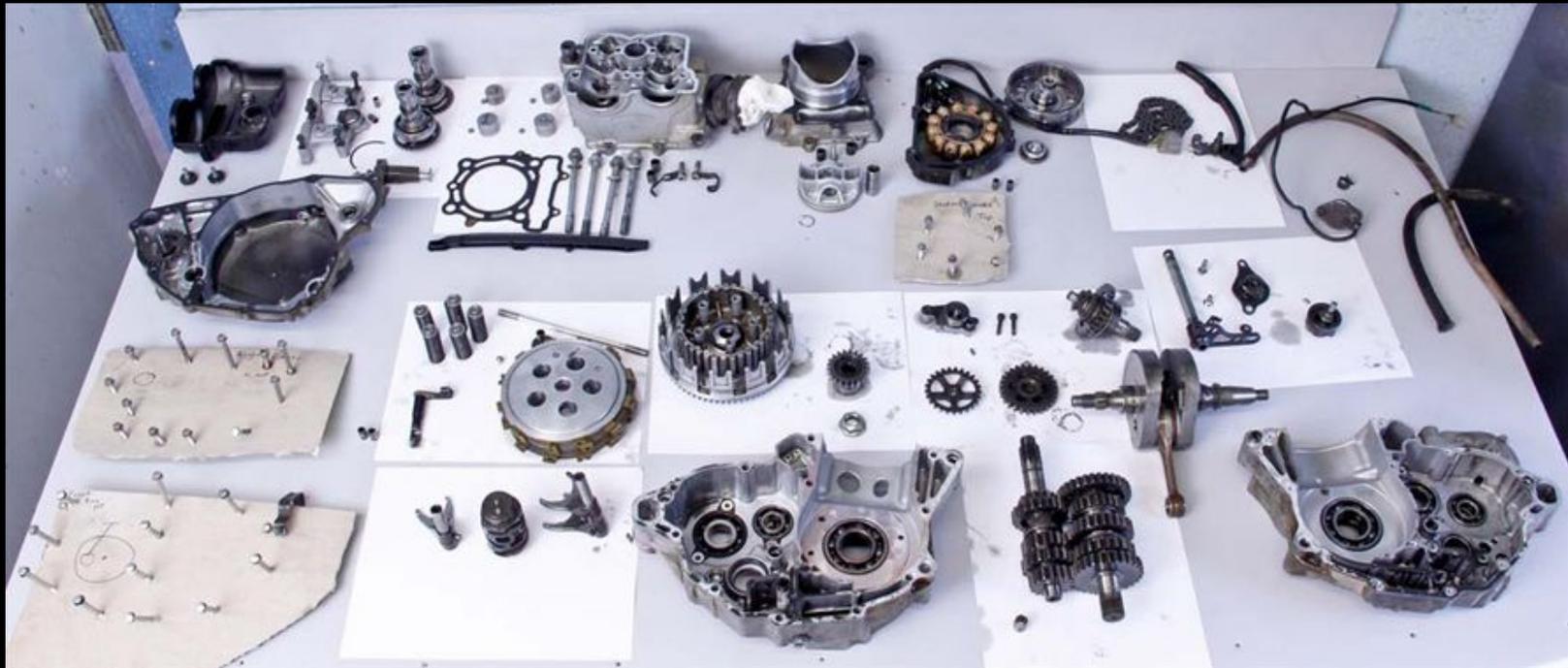
### Wave

- 1 Colonial colleges
- 2 State public colleges (18<sup>th</sup>-19<sup>th</sup> centuries)
- 3 Land grant universities (applied research)
- 4 Top 100 research-intensive universities
- 5 **New 21<sup>st</sup> century model**

# Aspiration Calibration



# February Status



# Assembling the Components

- **Define your current self**
- **Define the self you aspire to be**
- **Define and measure how you will get there**

**Access**

**Scale**

**Innovation**

**Partnership**

**Leadership**

**Speed and energy**

**New**

**Research Quality**

**Local and global impact**

**Faculty excellence**

**Undergraduate experience**

**Graduate student experience**

**Interdisciplinary**

**Alumni engagement**

**Economic model**

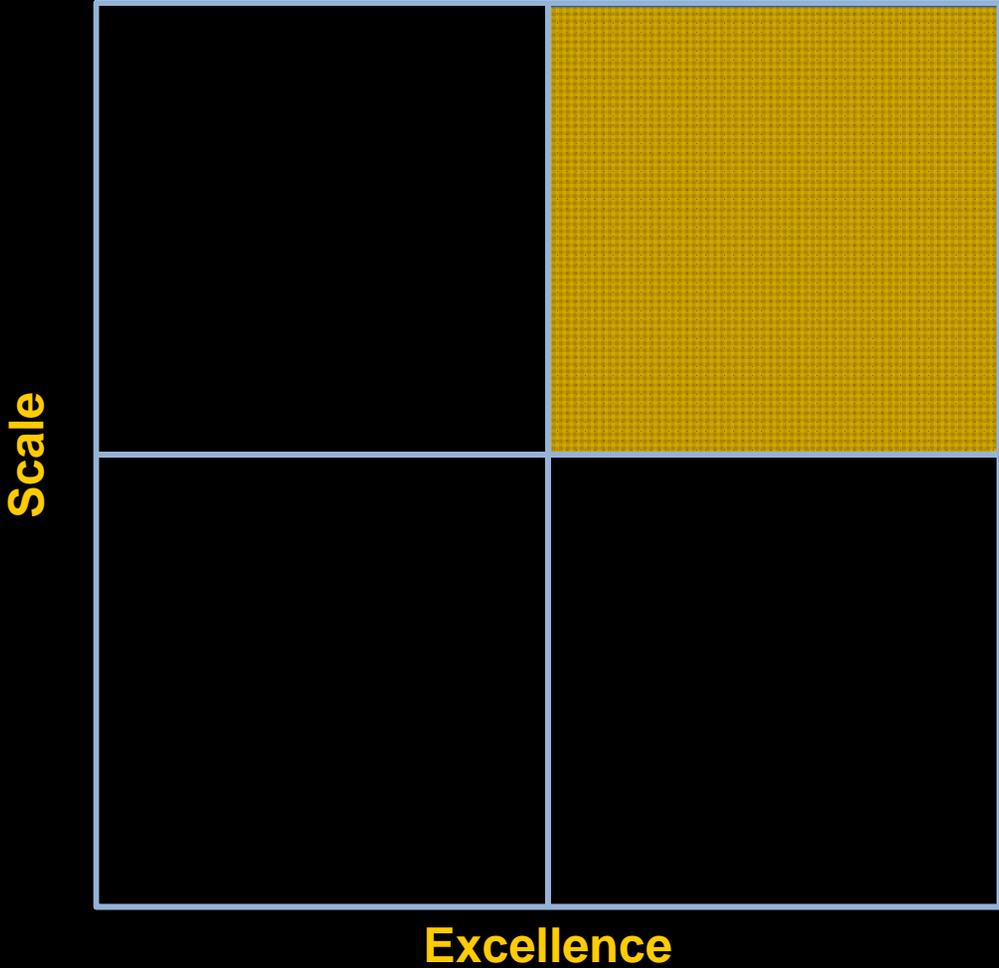
**...**

# Impact

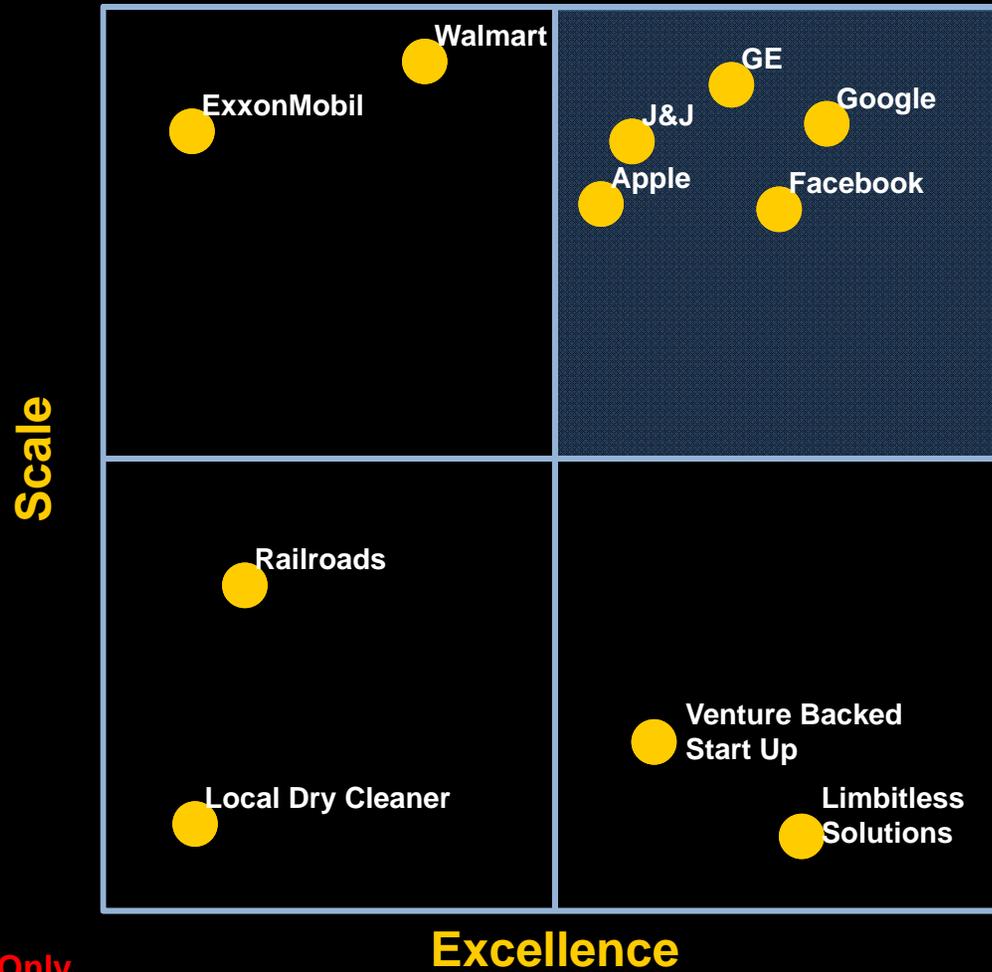
# Impact Drivers

**Scale x Excellence = Impact**

# Impact Matrix



# Impact Matrix Corporations



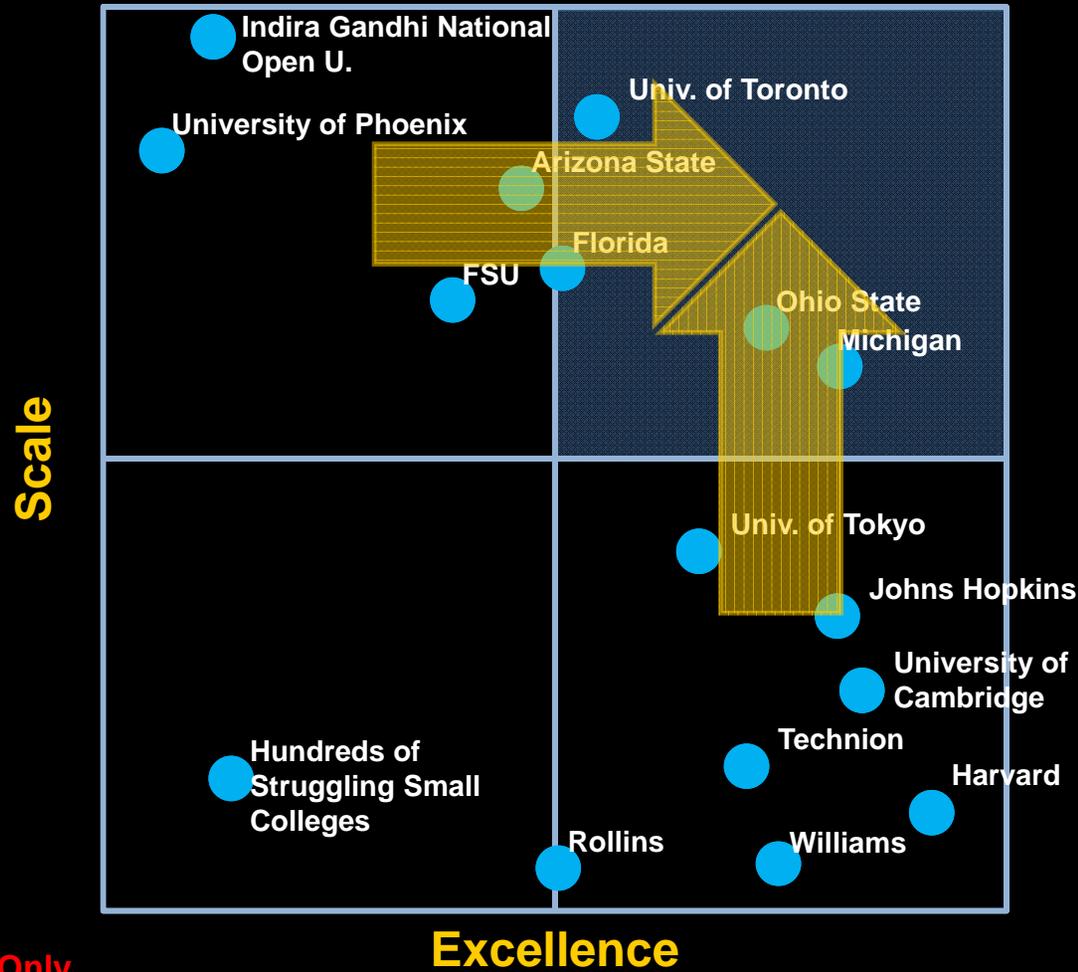
For Illustration Only

# Impact Matrix Nations



For Illustration Only

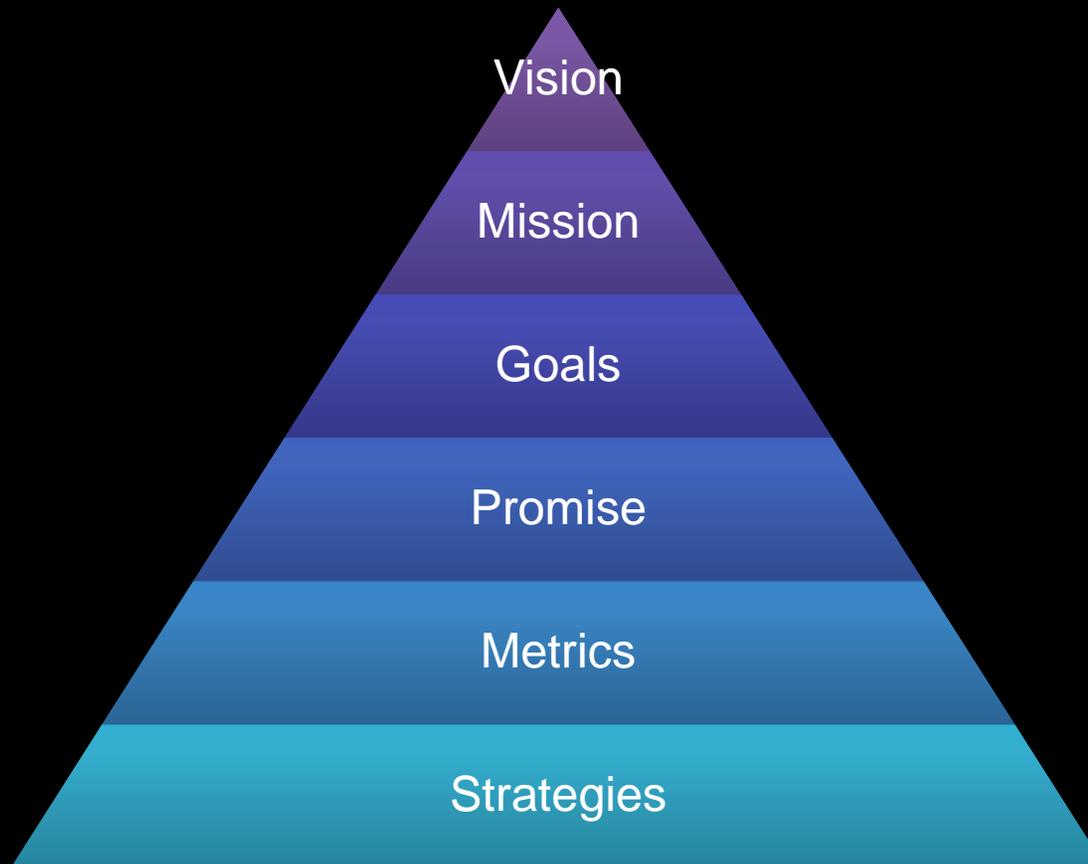
# Impact Matrix Higher Education



For Illustration Only

**Scale x Excellence = Impact**

# Planning Hierarchy



# Review Process

## **Approach:**

- Iterative, with multiple drafts
- Key milestone reviews
- No surprises

## **Updates and Reviews (*late March – May*)**

- University Senior Leadership
- Faculty Senate Strategic Planning Council
- Faculty Senate
- Dean's Council
- Collective Impact Commissions
- BOT Strategic Planning Committee
- Board of Trustees (May 26)



ITEM: CL-1

**University of Central Florida  
Board of Trustees**

**SUBJECT: New University Regulation UCF-3.0176 Instructor and Lecturer  
Faculty Promotion**

**DATE: March 24, 2016**

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**PROPOSED BOARD ACTION**

Approve new University of Central Florida Regulation UCF-3.0176.

**BACKGROUND INFORMATION**

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-3.0176 is a proposed new regulation to establish the criteria and procedures for the promotion of Instructor and Lecturer faculty members.

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**Supporting documentation:** Attachment A: Proposed New Regulation UCF-3.0176

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

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

## Attachment A

### UCF-3.0176 Instructor and Lecturer Faculty Promotion

- (1) Policy.
  - (a) UCF adheres to the provisions of any applicable collective bargaining agreement, regulations, policies, and procedures regarding the promotion procedures of faculty.
  - (b) There shall be sufficient discipline flexibility in interpretation of the standards for promotion so that individuals may have a reasonable expectation of fulfilling the requirements.
  - (c) A candidate may withdraw their application at any time prior to the provost's final decision.
  - (d) Instructors and lecturers are normally eligible to apply for promotion to associate instructor/lecturer at the beginning of their 6th year of full-time service at the instructor/lecturer level. Prior years of service at other institutions or as a visiting instructor/lecturer at UCF may count toward eligibility, but 3 years of full-time service as an instructor/lecturer must be obtained at UCF.
  - (e) Associate instructors/lecturers are normally eligible to apply for promotion to senior instructor/lecturer at the beginning of their 6th year of full time service as an associate instructor/lecturer.
- (2) Definitions.
  - (a) Instructor - must possess a master's degree from an accredited institution in an appropriate field of specialization or have equivalent qualifications based on professional experience. Instructors are responsible for teaching, service, and related activities. In some instances, instructors may be responsible for research and academic advising.
  - (b) Lecturer - must possess a terminal degree from an accredited institution in an appropriate field of specialization or have equivalent qualifications based on professional experience. Lecturers are responsible for teaching, service, and related activities. In some instances, lecturers may be responsible for research and academic advising.
- (3) Ranks. Ranks for Instructor and Lecturer positions, respectively, are:
  - (a) Instructor, associate instructor, and senior instructor; and

## Attachment A

- (b) Lecturer, associate lecturer, and senior lecturer.

### (4) Criteria.

- (a) College criteria. Colleges, shall supplement the university criteria outlined in this document with college specific requirements. College criteria shall be approved by a majority of the full-time instructors (at all ranks) and lecturers (at all ranks) and tenured and tenure-earning faculty in the college, the dean, and the provost or designee.
- (b) Department criteria. Departments may supplement college criteria with departmental specific requirements. Department criteria shall be approved by a majority of the full-time instructors (at all ranks) and lecturers (at all ranks) and tenured and tenure-earning faculty in the department or unit, the department chair/unit head, the dean, and the provost or designee.
- (c) University criteria. Promotion to Associate Instructor/Lecturer - requires a consistent record of excellence in assigned duties. Evidence of excellence may include departmental annual evaluations of teaching, student evaluations of teaching, peer evaluations of teaching, teaching awards, examples of successful student learning outcomes, and demonstration of leadership and rigor in teaching. Additionally, evidence of service contributions (e.g., departmental, college, university, or professional) should be included in the promotion application. Evidence related to performance of other assigned duties (e.g., academic advising, research, or administrative) should be included in the promotion application as applicable.
- (b) Promotion to Senior Instructor/Lecturer - is based on the same criteria as promotion to Associate Instructor/Lecturer. It carries an additional expectation of leadership at the university and in the profession.

### (5) Overview.

- (a) An instructor/lecturer considering promotion shall meet with his/her department chair or unit head to discuss candidacy. The department chair or unit head shall provide a thorough and objective assessment of the instructor's/lecturer's promotion readiness.
- (b) An instructor/lecturer that decides to pursue promotion must submit a

## Attachment A

- completed dossier by the published deadline.
- (c) Candidates will be evaluated successively by the department/unit instructor and lecturer promotion committee, the department chair/unit head, the college instructor and lecturer promotion committee, the dean of the college, and the provost or the provost's designee.
  - (d) Instructors and lecturers are not required to apply for promotion.
  - (e) It is the responsibility of the candidate to ensure that the promotion dossier is accurate, complete, and meets established deadlines for submission.
  - (f) Recommendations for promotion by department/unit instructor and lecturer promotion committee, the department chair/unit head, the college instructor and lecturer promotion committee, the dean of the college, and the provost or the provost's designee must be complete, concise, and include explanations for the promotion recommendation based on evidence contained or explained in the candidate's dossier.
  - (g) A rationale for all votes, including split votes, shall be provided along with the promotion recommendation of the department/unit instructor and lecturer promotion committee and the college instructor and lecturer promotion committee. Abstentions are strongly discouraged in this process except in cases of conflict of interest.
  - (h) Instructors/Lecturers who apply but do not achieve promotion will continue at their current rank and retain the right to reapply in a future promotion cycle.
- (6) Candidate Dossier. Recommendations for promotion shall be accompanied by the following materials:
- (a) Individual summary statement;
  - (b) Current curriculum vitae;
  - (c) College promotion criteria where applicable;
  - (d) Department or unit promotion criteria where applicable;
  - (e) Annual assignments for the last five years: to include FTE assignment;
  - (f) Annual evaluations conducted by the unit head for the last five years;
  - (g) Summary statement on candidate's philosophy of teaching;
  - (h) Classes taught for the last five years;

## Attachment A

- (i) Evidence of innovation in teaching and learning;
- (j) Evidence of service performed for the last five years;
- (k) Evidence of professional development for the last five years;
- (l) Evidence related to performance of other assigned duties research (if applicable);
- (m) Evidence of research/scholarship of teaching and learning (if applicable);
- (n) Teaching and learning grants (if applicable); and
- (o) Summary statement of advising and mentoring for the last five years (if applicable).

Note: Dossier additions may be made by the candidate at any time prior to the provost's or provost's designee's decision and may include applicable items such as: applicable awards (e.g., teaching, service, research), publication acceptances, or newly funded grants. Depending upon the timing of an addition, newly added material may not be considered by all committees.

### (7) Department promotion procedures.

- (a) A department promotion committee shall be established within each academic department or unit to function as an advisory group to the department chair/unit head.
  - 1. Faculty members who serve on the college instructor and lecturer promotion committee may not serve on the department/unit instructor and lecturer promotion committee.
  - 2. Department chairs/unit heads may not serve on the department instructor and lecturer promotion committee, participate in discussions related to candidates, or vote on candidate dossiers. Department instructor and lecturer promotion committee members must not participate in voting on an application if there is a conflict of interest or if personal factors might impair objectivity regarding an individual applicant.
- (b) Each department promotion committee shall consist of at least two (2) department instructors or lecturers at or above the rank being sought by the candidate and three (3) tenure earning or tenured faculty, or clinical faculty at the rank of assistant professor, associate professor, or professor.

## Attachment A

- (c) The members of the committee shall be elected by a vote of all regular faculty members in the department/unit.
- (d) If a department/unit has fewer than three instructor and lecturer faculty at the appropriate rank, faculty with the appropriate rank from similar departments or units, normally within the respective college, may serve on the committee for the purpose of evaluating and voting on the candidate's file.
- (e) The department instructor and lecturer committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact business as required.
- (f) A quorum shall consist of the attendance of all committee members, when practicable, but not less than the majority of the committee members or fewer than three (3) faculty.
- (g) The department instructor and lecturer committee shall review the promotion dossier of faculty under consideration for a change of status. The committee will be professional and discriminating in its decision making and will make its review based on consideration of the facts and supportive evidence contained in the candidate's promotion dossier.
- (h) An evaluation and recommendation of the candidate by the department instructor and lecturer promotion committee shall be completed for each faculty member reviewed. Each committee member shall vote on each case considered, with exception of those determined to have a conflict of interest or personal factors that may lead to lack of objectivity, and the result shall be recorded. Each evaluation and recommendation must be accompanied by an explanation for all votes, including split votes and abstentions.
- (i) The department instructor and lecturer promotion committee chair shall forward the record of attendance, the record of the vote, the department instructor and lecturer committee's evaluation and recommendation, and promotion dossier to the department chair or unit head.
- (j) The department chair/unit head shall forward to the faculty candidate the department instructor and lecturer committee's evaluation and recommendation.

## Attachment A

- (k) Candidates may review and, if desired, provide a response to the department instructor and lecturer promotion committee evaluation and recommendation within five (5) days of receiving the department promotion committee evaluation and recommendation. Any response will become part of the candidate's dossier.
  - (l) Once the review period for candidate's optional response has passed, the department chair/unit head reviews the dossier to recommend in favor of or against promotion, and forwards the recommendation and comments to the candidate for review and potential comment.
  - (m) Candidates may review and, if desired, provide a response to the department chair/unit head evaluation and recommendation within five (5) days after receipt of notice of the department chair/unit head evaluation and recommendation. Any response will become part of the candidate's dossier.
  - (n) Once the review period for candidate's optional response to the department chair/unit head recommendation has passed, the dossier is forwarded to the college instructor and lecturer promotion committee for review and recommendation.
- (8) College promotion committee procedures.
- (a) A college instructor and lecturer promotion committee consisting of three (3) elected instructors and lecturers at or above the rank of the candidate and four (4) tenure earning or tenured faculty, or clinical faculty at the rank of assistant professor, associate professor, or professor, shall be established within each college.
  - (b) The members of the committee shall be elected by a vote of all regular faculty members in the college. No more than two members may be from the same department/unit.
    - 1. Faculty members serving on the department instructor and lecturer promotion committee may not serve on the college instructor and lecturer promotion committee.
    - 2. Faculty elected to serve on the college instructor and lecturer promotion committee shall serve a term of no more than two (2) consecutive years.

## Attachment A

Terms for college instructor and lecturer promotion committee members shall be staggered to provide for continuity and uniformity of committee action.

- (c) The college instructor and lecturer promotion committee chair shall be a member of the committee elected by majority vote of its members and shall call the committee into session to transact such business as required.
- (d) A quorum shall consist of the attendance of all committee members, when practicable, but not less than the majority of the committee members or less than four persons. In special cases (i.e. professional development leave/sabbatical or prolonged illness), an alternate member will serve.
- (e) The college instructor and lecturer promotion committee shall, review those credentials submitted by the faculty member under consideration for a change of status. The committee will be professional and discriminating in its decision making and will make its review based on consideration of the facts and supportive evidence contained in the candidate's dossier.
- (f) An evaluation and recommendation of the candidate by the college instructor and lecturer promotion committee shall be completed for each faculty member under review. Each committee member shall vote on each case considered, with exception of those determined to have a conflict of interest or personal factors that may lead to lack of objectivity. Each evaluation and recommendation must be accompanied by an explanation for all votes, including split votes, and abstentions.
- (g) The college instructor and lecturer committee chair shall forward the record of attendance, the record of the vote, the college instructor and lecturer committee's evaluation and recommendation, and promotion dossier to the dean.
- (h) Candidates may review and, if desired, provide a response to the college instructor and lecturer committee's evaluation and recommendation within five (5) days of receipt of notice of the college instructor and lecturer committee's evaluation and recommendation. Any response will become part of the candidate's dossier.

## Attachment A

- (i) Once the five (5) day period for candidate's optional response to the college instructor and lecturer committee's evaluation and recommendation has passed, the dean recommends in favor of or against promotion, and forwards the recommendations and comments to the candidate for review and potential comment.
  - (j) Candidates may review and, if desired, provide a response to the dean's evaluation and recommendation within five (5) calendar days after receipt of notice of the dean's evaluation and recommendation. Any response will become part of the candidate's promotion dossier.
  - (k) Once the five (5) day period for candidate's optional response to the dean's evaluation and recommendation has passed, the candidate's promotion dossier is forwarded to the provost or provost's designee for final review and decision of promotion.
- (9) Promotion decision and notification.
- (a) All candidates, whose applications are not withdrawn, will be reviewed by the provost or the provost's designee. Final decisions of promotion will be rendered in writing.
  - (b) Promotions shall become effective at the beginning of the succeeding academic year.

*Authority: BOG Regulation 1.001. History–New \_\_\_\_\_-16.*

ITEM: CL-2

University of Central Florida  
Board of Trustees

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

**DATE: March 24, 2016**

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**PROPOSED BOARD ACTION**

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

**BACKGROUND INFORMATION**

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

The four regulations are being presented together as the changes are interrelated. UCF-3.0124 is being amended to make reference to specific conditions applicable only to College of Medicine personnel, to clarify language regarding predetermination procedures, and to otherwise update references. Regulations UCF-3.036 and UCF-3.037 are grievance procedures applicable, respectively, to non-unit faculty and A&P employees. Each regulation is updated to make a broader reference to just cause standards. Additionally, UCF-3.036 is updated to modify timeframes. Regulation UCF-10.010 is a proposed new regulation to formalize specific standards for College of Medicine personnel with regard to performance.

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**Supporting documentation:** Attachment A: Proposed Amended Regulation UCF-3.0124 (redline)  
Attachment B: Proposed Amended Regulation UCF-3.036 (redline)  
Attachment C: Proposed Amended Regulation UCF-3.037 (redline)  
Attachment D: Proposed New Regulation UCF-10.010

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

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

## Attachment A

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

(1) Just cause shall be defined as:

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

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

(23) Termination and Suspension.

- (a) The appointment of a non-unit faculty or an A&P staff member may be terminated or suspended during its term for just cause. The employee shall be given a written predetermination notice of a proposed termination or suspension by the president or his designee. The notice shall state the reasons for the proposed termination or suspension. The predetermination notice shall provide the opportunity for a predetermination conference regarding the proposed action, if requested in writing within five business days of receipt of the predetermination notice. The predetermination conference shall be informal in nature and shall allow the employee an opportunity to present any information or records regarding the proposed action. ~~A final notice shall be issued to notify the employee of the University's final decision. Any termination or suspension imposed under this subsection shall take effect as set forth in the final notice issued by the President or designee. An employee who is terminated or suspended under this subsection may grieve such action as set forth in University Regulations UCF 3.036 (non-unit faculty) or UCF 3.037 (A&P).~~

- (b) A written final notice shall be issued to notify the employee of the University's final decision regarding the proposed action. Any termination or suspension imposed under this subsection shall take effect as set forth in the final notice issued by the President or designee. An employee who is terminated or suspended under this subsection may grieve such action as set forth in University Regulations UCF-3.036 (non-unit faculty) or UCF-3.037 (non-unit A&P). ~~The president or designee retains the right to impose disciplinary action other than termination or suspension for just cause. The employee shall be given written notice of any disciplinary action. The notice shall state the reasons for the disciplinary action. Any disciplinary action~~

## Attachment A

~~taken under this section shall be subject to the grievance procedure found in University Regulations UCF 3.036 or UCF 3.037, as applicable.~~

~~Counseling shall not be considered disciplinary action under this section.~~

~~(43) Suspension—Leave Pending a Predetermination Conference—Predetermination NoticeHearing. Notwithstanding the provisions of paragraph (23)(a) above, the President or his designee may immediately ~~suspend~~ place an employee on administrative leave ~~an employee from the performance of duties~~ when the president or designee has reason to believe that the employee's presence on the job would adversely affect the functioning of the university, or jeopardize the safety or welfare of any employee, colleague, student or patients ~~or colleagues~~. An involuntary administrative leave under this subsection ~~suspension~~ may be with or without pay. ~~Within five business days of the effective date of~~ As soon as practicable after placing an employee on leave under this provision ~~a suspension~~, the president or president's designee shall serve written notice upon the employee, including a statement of the reasons for any action taken. Either concurrent with or subsequent to that notice the University shall issue a predetermination notice regarding proposed disciplinary action in accordance with Section (3) above. ~~If the employee has been~~ suspended ~~placed on leave~~ without pay under this subsection and ultimately prevails in the predetermination procedure, the employee shall be reinstated with back pay.~~

~~(5) Other Disciplinary Action. The president or designee retains the right to impose disciplinary action other than termination or suspension for just cause. Disciplinary actions include, but are not limited to, written reprimand, demotion, payment of fines, loss of future salary increases, or reassignment. The employee shall be given written notice of any disciplinary action other than termination or suspension, which notice. ~~The notice shall state the reasons for the disciplinary action. Any disciplinary action taken under this section shall be subject to the grievance procedure found in University Regulations UCF-3.036 or UCF-3.037, as applicable. Counseling shall not be considered disciplinary action under this section.~~~~

~~(6) Notification. Whenever notice is provided to be given under this Regulation, the notice shall be personally delivered to the employee or mailed by certified mail to the employee's address of record with the university. The deposit of such notice in the U.S. Mail satisfies the requirement of notification and constitutes delivery of such notice. The University also may, but is not required to, provide notice to the employee by electronic mail to the employee's University-assigned electronic mail address.~~

## Attachment A

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

## Attachment B

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

(1)(a) ~~The purpose of this grievance~~ procedure is to promote a prompt and efficient ~~procedure for the~~ investigation and resolution of grievances filed by non-unit faculty employees of the University.

(ba) All problems and concerns should be resolved, whenever possible, before the filing of a grievance, and open communication is encouraged so that ~~resort to the~~ formal grievance ~~procedure~~ will not be necessary. Informal resolution of grievances is encouraged, and may be continued throughout the grievance process.

(eb) The burden of proof shall be on the University in a grievance alleging violation of any University Regulation ~~3.0124, entitled "Discipline and Termination for Cause of Non-Unit Faculty and Administrative and Professional Staff Members."~~ requiring that the University have just cause to discipline the grieving employee (see University Regulations UCF-3.0124 and UCF-10.010). In all other grievances, the burden of proof shall be on the grievant.

(dc) An employee who receives written notice of nonrenewal may only grieve the decision because of an alleged violation of a specific University regulation or because of an alleged violation of law.

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

(3) Time limits. All time limits contained in this regulation may be extended either upon approval by the Office of ~~Faculty Relations~~ Contract Compliance and Administrator Support or by mutual written agreement of the ~~parties~~ University and the grievant. Upon failure of the University or its representatives to provide a decision within the time limits provided in this

## Attachment B

regulation or any extension thereof, the grievant may appeal to the next appropriate step. Upon the failure of the grievant or representative to file an appeal within the time limits provided in this regulation or any extension thereof, the grievance shall be deemed to have been resolved at the prior step.

### (4) Definitions.

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

### (5) Step One Procedures.

- (a) If informal resolution is not successful, the grievant may initiate a grievance by filing the form below with the Office of Contract Compliance and Administrator Support~~Faculty Relations~~.
- (b) A Step One written grievance shall be filed no later than ~~285~~ days from the date following the act or omission giving rise to the grievance, or ~~258~~ days

## Attachment B

from the date the grievant acquires knowledge, or could have reasonably been expected to have acquired knowledge, of the act or omission.

- (c) The grievance will be investigated by a Step One Reviewer appointed by the Vice President. If the act or omission on which the grievance is based is alleged to have been made personally by the grievant's Vice President, the grievance must be initiated at Step Two.
- (d) The Step One Reviewer shall meet with the grievant and the grievant's counsel, and others, as appropriate, in order to fully investigate the grievance. The Office of Contract Compliance and Administrator Support~~Faculty Relations~~ will be available to assist. The Step One Reviewer shall provide a written decision within 2542 days after meeting with the grievant.

**Attachment B**

NON-UNIT FACULTY GRIEVANCE FORM

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

This grievance was received on \_\_\_\_\_ (date) by \_\_\_\_\_  
and was delivered by (check one)

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

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

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

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

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

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

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

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

University Policy or Regulation Violated:

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

Remedy Sought:

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

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

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

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

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

\_\_\_\_\_

## Attachment B

(6) Step Two Procedures.

- (a) A grievant who considers the Step One decision unsatisfactory may seek review of the response by filing the written grievance and decision, along with a written statement of the reason(s) that the grievant believes the response is incorrect, with the Office of ~~Faculty Relations~~Contract Compliance and Administrator Support. This filing must occur within fourteen days after receiving the Step One decision.
- (b) The grievance will be investigated by a Step Two Reviewer appointed by the President or designee.
- (c) The Step Two Reviewer shall meet with the grievant and the grievant's counsel, and others, as appropriate, in order to fully investigate the grievance. The Step Two Reviewer should issue a written decision within ~~25~~42 days after meeting with the grievant. The Step Two Reviewer's decision shall be final.

(7) Any grievance meeting shall be informal and shall not be in the nature of an evidentiary hearing. While either party may present information, the rules of evidence shall not apply and. ~~The grievant is permitted to bring counsel to assist or advise him or her, but~~ discovery, cross-examination, and similar legal procedures are not permissible. The decision of the grievance reviewers must be based on information presented in the grievance process.

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

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

## Attachment C

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

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

~~(a)~~ All problems should be resolved, whenever possible, before the filing of a grievance, and open communication is encouraged so that resort to the formal grievance procedure will not be necessary. Informal resolution of grievances is encouraged, and may be ~~continued~~sought throughout the process.

~~(b)~~ The burden of proof shall be on the University in a grievance alleging violation of a University Regulation ~~3.0124, Discipline and Termination for Cause of Non-Unit Faculty and Administrative and Professional Staff Members~~requiring that the University have just cause to discipline the grieving employee (see University Regulations UCF-3.0124 and UCF-10.010). In all other grievances, the burden of proof shall be on the grievant.

~~(c)~~ An employee who receives written notice of non-reappointment may only grieve the decision because of an alleged violation of a specific University regulation or because of an alleged violation of law.

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

(3) Time limits. All time limits contained in this regulation may be extended either upon approval by the Executive Director of Human Resources or by mutual written agreement of the parties. Upon failure of the University or its representatives to provide a decision

## Attachment C

within the time limits provided in this regulation or any extension thereof, the grievant may appeal to the next appropriate step. Upon the failure of the grievant ~~or counsel~~ to file an appeal within the time limits provided in this regulation or any extension thereof, the grievance shall be deemed to have been resolved at the prior step.

### (4) Definitions.

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

## Attachment C

may also refer to the President if the grievant works in an area supervised by a vice president and it is that vice president against whom the grievant is filing his or her grievance.

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

### Attachment C

NON-UNIT A&P GRIEVANCE - STEP ONE

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

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

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

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

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

CAMPUS ADDRESS & EMAIL: \_\_\_\_\_

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

University Policy or Regulation Violated:

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

Remedy Sought:

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

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

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

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

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

( ) personal delivery

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

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

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

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

\_\_\_\_\_

## Attachment C

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

## Attachment C

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

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

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

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

## Attachment D

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

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

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

## Attachment D

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

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

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

## Attachment D

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

*Authority: BOG Regulation 1.001. History–New \_\_\_\_\_-16.*

ITEM: CL-3

University of Central Florida  
Board of Trustees

**SUBJECT:** Amendment to University Regulation UCF-3.0262 Meritorious  
Service Awards Program

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION**

Approve amendments to University of Central Florida Regulation UCF-3.0262  
Meritorious Service Awards Program.

**BACKGROUND INFORMATION**

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-3.0262 establishes the recognition and awards for employees. The proposed amendment updates the program to recognize both USPS and A&P employees in five year increments.

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**Supporting documentation:** Attachment A: Proposed Amended Regulation UCF-3.0262  
(redline)

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

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

## Attachment A

### UCF-3.0262 Meritorious Service Awards Program.

- (1) The University of Central Florida Meritorious Service Awards Program provides for the recognition of eligible employees.
- (2) The University is authorized to expend State funds for recognition and awards to employees in compliance with this regulation. Any award will be contingent upon the availability of funds. Nothing in this regulation is intended to govern the expenditure of private funds to which the university may have access.
- (3) The awards provided for herein shall acknowledge employee achievement in the following components:
  - (a) Superior Accomplishment – Exemplary performance by faculty members, or Administrative and Professional (A&P) or USPS employees, that is deemed to have significantly contributed to their respective fields, thereby reflecting positively on the University of Central Florida.
  - (b) Service – Sustained satisfactory service with this university by faculty, A&P or USPS employees.
    1. Eligible employees will be recognized for service upon retirement.
    2. Eligible A&P and USPS employees shall also be recognized upon achieving increments of five continuous years of satisfactory service at this university.
    - ~~3. Eligible A&P employees shall be recognized upon achieving increments of ten continuous years of satisfactory service at this university.~~
- (4) Superior Accomplishment Component.
  - (a) Awards for superior accomplishment may be presented to eligible employees on an individual basis or collectively for outstanding group performance.
  - (b) No award granted under the superior accomplishment component shall exceed \$2,500.
  - (c) The University may award certificates, pins, plaques, letters of commendation, or other appropriate tokens of recognition for superior accomplishment, provided that the cost of the token does not exceed \$100.
- (5) Service Award Component.

## Attachment A

- (a) The University recognizes eligible retiring employees whose service has been satisfactory. Awards for retirees may take the form of suitable framed certificates, pins, or other tokens of recognition and appreciation, provided such awards do not cost in excess of \$100 each.
- (b) The University recognizes eligible employees who have attained sustained satisfactory service in increments of five years (for USPS ~~or ten years~~ and for A&P). Awards for satisfactory service may take the form of suitable framed certificates, pins, or other tokens of recognition, provided such awards do not cost in excess of \$100 each.

*Authority: BOG Regulation 1.001. History—New 8-30-87, Amended 5-11-89, 10-6-91, 4-23-03, Formerly 6C7-3.0262, Amended 4-16-09, \_\_\_\_\_-16.*

ITEM: EP-1

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** Conferral of Degrees

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION**

Approval: Conferral of degrees at the Spring 2016 commencement ceremonies.

**BACKGROUND INFORMATION**

UCF expects to award the following degrees at the Spring 2016 commencement ceremonies on May 5, 6, and 7, 2016:

6,814	baccalaureate degrees
1,146	master's degrees
<u>183</u>	doctoral and specialist degrees
<b>8,143</b>	<b>Total</b>

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**Supporting documentation:** Attachment A: Registrar's Graduation Count

**Prepared by:** Brian Boyd, University Registrar, Registrar's Office

**Submitted by:** A. Dale Whittaker, Provost and Executive Vice President

Board of Trustees Meeting - Consent Agenda

Attachment A

UCF Spring 2016 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	Picked-up cap and gown	Head-count	Degree award	Intent to graduate	Indicated attending	Picked-up cap and gown	Head-count	Intent to graduate	Indicated attending	Picked-up cap and gown	Head-count
<b>Thursday, 5/5, 9:00 a.m.</b>													
College of Arts and Humanities	700	490				66	66			4	4		
College of Engineering and Computer Science	731	512				210	210			59	59		
College of Optics and Photonics	6	4				13	13			6	6		
<b>College Totals:</b>	<b>1,437</b>	<b>1,006</b>	-	-	-	<b>289</b>	<b>289</b>	-	-	<b>69</b>	<b>69</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>1,364</b>												
<b>Thursday, 5/5, 2:30 p.m.</b>													
College of Health and Public Affairs	1,075	753				268	268			38	38		
<b>College Totals:</b>	<b>1,075</b>	<b>753</b>	-	-	-	<b>268</b>	<b>268</b>	-	-	<b>38</b>	<b>38</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>1,059</b>												
<b>Friday, 5/6, 9:00 a.m.</b>													
College of Sciences	1,523	1,066				105	105			25	25		
<b>College Totals:</b>	<b>1,523</b>	<b>1,066</b>	-	-	-	<b>105</b>	<b>105</b>	-	-	<b>25</b>	<b>25</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>1,196</b>												
<b>Friday, 5/6, 2:30 p.m.</b>													
College of Education and Human Performance	633	443				236	236			32	32		
* Education Specialists		-				20	20			-	-		
College of Nursing	290	203				37	37			8	8		
<b>College Totals:</b>	<b>923</b>	<b>646</b>	-	-	-	<b>293</b>	<b>293</b>	-	-	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>979</b>												
<b>Saturday, 5/7, 9:00 a.m.</b>													
College of Business Administration	856	599				172	172			3	3		
<b>College Totals:</b>	<b>856</b>	<b>599</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>172</b>	<b>172</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>774</b>												
<b>Saturday, 5/7, 2:30 p.m.</b>													
College of Graduate Studies	-	-				9	9			-	-		
College of Medicine	247	173				8	8			3	3		
Office of Undergraduate Studies	348	244				-	-			-	-		
Rosen College of Hospitality Management	405	284				2	2			5	5		
<b>College Totals:</b>	<b>1,000</b>	<b>700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>727</b>												
<b>Degree level ITG totals:</b>	<b>6,814</b>					<b>1,146</b>				<b>183</b>			
<b>Combined ITG submissions:</b>	<b>8,143</b>												
<b>All ceremony projected* attending:</b>	<b>6,099 74.9% of all ITG's</b>												
<b>Anticipated attendance - cap/gown pickup:</b>	<b>0 of all ITG's</b>												
<b>Headcount totals:</b>	<b>0 of all ITG's</b>												
<b>Undergraduate degrees awarded:</b>	<b>0 of all UGRD ITG's</b>												

ITEM: EP-2

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2018-19 Academic Calendar

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION:**

Approval of 2018-19 UCF academic calendar.

**BACKGROUND INFORMATION:**

The Board of Governors requires that the Board of Trustees approve the university's academic calendar. The attached 2018-19 calendar developed by the UCF Academic Calendar Committee has been approved by Provost Whittaker.

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**Supporting documentation:** Attachment A: 2018-19 Proposed Academic Calendar

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

**Submitted by:** A. Dale Whittaker, Provost and Executive Vice President

**Board of Trustees Meeting - Consent Agenda**  
 University of Central Florida Proposed  
 Academic Calendar 2018-19

Attachment A

EVENT	Fall 2018	Spring 2019	SU A (6 wks) 2019	B (6 wks) 2019	C (12 wks) 2019	D (8 wks) 2019	Holidays		
Classes Begin	20-Aug	7-Jan	13-May	24-Jun	13-May	13-May	Labor Day	Monday	9/3/2018
Add Deadline	24-Aug	10-Jan	16-May	27-Jun	16-May	16-May	Veterans Day	Friday	11/12/2018
Drop Deadline	23-Aug	11-Jan	17-May	28-Jun	17-May	17-May	Thanksgiving	Thurs-Sat	11/22-11/24
Academic Activity or Attendance Due	29-Aug	16-Jan	22-May	5-Jul	22-May	22-May	MLK	Monday	1/21/2019
Withdraw Date	26-Oct	20-Mar	6-Jun	18-Jul	5-Jul	21-Jun	Spring Break	Mon-Sat	3/11-3/16
Last Day of Class	1-Dec	22-Apr	21-Jun	2-Aug	2-Aug	12-Jul	Memorial Day	Monday	5/27/2019
Study Day	N/A	23-Apr	-	-	-	-	4th of July	Thursday	7/4/2019
Final Exams	12/3 - 12/8	4/24-4/30	-	-	-	-			
Grades Due	12-Dec	3-May	26-Jun	7-Aug	7-Aug	17-Jul			
Degree Conferal Date	14-Dec	2-May	3-Aug	3-Aug	3-Aug	3-Aug			
Certifications	15-Dec	6-May	9-Aug	9-Aug	9-Aug	9-Aug			
Commencement	12/14-12/15	5/2-5/4	3-Aug	3-Aug	3-Aug	3-Aug			
Number of Class Days	78	77	29	29	58	43			
Number of Final Exam Days	6	6	-	-	-	-			
Total Number of Instructional Days	84	83	29	29	58	43			
<b>Grand Total Number of Instructional Days</b>	<b>225</b>								
Total Instructional Days*	Fall 2018	Spring 2019	SU A (6 wks) 2019	B (6 wks) 2019	C (12 wks) 2019	D (8 wks) 2019			
August	10.5	-	-	-	-	-			
September	21.5	-	-	-	-	-			
October	25	-	-	-	-	-			
November	20.5	-	-	-	-	-			
December	6.5	-	-	-	-	-			
January	-	19.5	-	-	-	-			
February	-	22	-	-	-	-			
March	-	18	-	-	-	-			
April	-	23.5	-	-	-	-			
May	-	0	14	-	14	14			
June	-	-	15	5	20	20			
July	-	-	-	22	22	9			
August	-	-	-	2	2	0			
Totals	84	83	29	29	58	43			
Class Meeting Days**	Fall 2018	Spring 2019	A (6 weeks)	B (6 weeks)	C (12 weeks)	D (8 wks) 2019			
M-W-F	42	41	17	18	34	26			
M-T-W-R	57	56	23	23	46	34			
M-T-W-R-F	71	70	29	29	58	43			
M-W	28	28	11	11	22	17			
T-R	29	30	12	12	23	16			
M	13	14	5	6	11	8			
T	15	14	6	5	12	8			
W	15	14	6	6	12	9			
R	14	14	6	6	12	9			
F	14	14	6	6	12	9			
S#	13 (6.5)	14 (7)	-	-	-	-			

\* Does include final exam days

\*\* Does not include final exams

# Saturday is counted as one-half an instructional day

ITEM: EP-3a

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Master of Science in Biomedical Engineering

**DATE:** March 24, 2016

---

**PROPOSED BOARD ACTION**

Approval of a master of science degree in biomedical engineering.

**BACKGROUND INFORMATION**

The Department of Mechanical and Aerospace Engineering in the College of Engineering and Computer Science proposes to establish a master of science degree in biomedical engineering.

Biomedical engineering (BME) is an interdisciplinary field that involves the development of new technologies in healthcare from managing patient information, to improving diagnostic equipment, to designing therapeutic solutions that treat disease and injury. An increasing aging population in the U.S. along with a growing demand for more sophisticated medical equipment and procedures has driven and will continue to drive the demand for biomedical engineers. According to the Bureau of Labor Statistics, biomedical engineering is the fastest growing engineering discipline in the U.S. with an increase of 25 percent in employment in BME industries nationwide in the past four years (<http://www.bls.gov/ooh/architecture-and-engineering/biomedical-engineers.htm>). As of May 2013, Florida is one of the top eight states in the US with the highest BME employment, with an estimated 800 BME employees earning an average annual salary of \$77,000.

The proposed degree program addresses medical issues at the level of tissues, organs, and the body as a system applying engineering methodologies in surgical and cancer treatment planning and device development, along with the development of assistive and rehabilitative technology. This degree program will consist of 30 credit hours at the graduate level in one of three tracks: biofluids, biomechanics, and the biomedical engineering track for the M.D. program.

The motivation for high-patient safety, satisfaction, enhanced longevity, and quality of life has never been stronger; and the Affordable Care Act has provided financial incentives that reward the delivery of safe and efficient health care. Individuals who have a strong foundation in the biomedical sciences, mathematics, and engineering and who are trained to be creative problem solvers will be critical for the continued health and safety of the public. Graduates of the MSBME program will attain these skills through multi-disciplinary didactic, laboratory, and research experiences from the College of Engineering and Computer Science and the UCF College of Medicine. BME graduates will have a solid mathematics and engineering foundation enabling them to address the needs of the marketplace and enhance patient care and safety.

This proposal was evaluated and recommended by the department, college, and university Graduate Council Program Review Committee. The College of Graduate Studies recommends this proposal, and it has evaluated five of the eight program criteria as *met with strength* and three as *met*. The proposed implementation date is Fall 2016.

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**Supporting documentation:** Attachment A: Analysis Summary for New Degree Authorization

**Prepared by:** Mubarak Shah, Interim Vice Provost and Dean of the College of Graduate Studies

**Submitted by:** Dale Whittaker, Provost and Executive Vice President

Attachment A

**Analysis Summary for New Degree Authorization**  
**Program Name: Master of Science in Biomedical Engineering**

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
1.	The goals of the program are aligned with the university’s mission and relate to specific institutional strengths.	<b>Met with Strength.</b> The proposed master of science in biomedical engineering degree program clearly aligns with the mission, vision, and strategic goals of UCF by increasing the number of degree offerings in STEM disciplines. This degree program will train individuals for high-paying jobs that will have a significant impact on the local and national economies and ultimately enhance the health of our citizens.
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.	<b>Met.</b> Related to the proposed degree program, a 2011 program review recommended hiring more faculty to reduce the student-to-faculty ratio, exploring new avenues to foster research funding and student support, and developing and implementing a plan to recruit high-quality domestic students. In addition, biomedical engineering is identified as a high-priority in the college strategic plan. Since the 2011 program review, the Department of Mechanical and Aerospace Engineering has hired three additional faculty members with biomedical engineering experience and with research programs in biomedical engineering. The department is currently seeking to fill six faculty positions; several will support the master of science in biomedical engineering degree program.
3.	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.	<b>Met with Strength.</b> The program requires completion of 30 credit hours and includes thesis and non-thesis options. The proposal provides a strong course of study and elective course offerings with other departments to provide flexibility for students. The degree program is structured to be completed in two years for students in the biofluids and biomechanics tracks. The track for the M.D. and the M.S. in biomedical engineering students can be completed in five years.
4.	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.	<b>Met with Strength.</b> Participating faculty members have extensive teaching and research experience related to the focus area of the proposed degree. They have been successful in acquiring external funding and in publishing the results of their research in high-impact journals. Dr. Kassab, the director of the proposed program, will bring a long history of significant scholarship and student mentoring to the program. In addition, recent hires in mechanical and aerospace engineering and the connection to the prosthetic interface cluster hires demonstrate a commitment to biomedical engineering specializations within the college and department.

**Board of Trustees Meeting - Consent Agenda**

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
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.	<b>Met.</b> The resources of the Department of Mechanical and Aerospace Engineering are adequate to support this proposed new degree program. There will be no need for additional classroom resources and the laboratories of the participating faculty provide adequate facilities for research experiences. The library analysis shows that there are adequate resources, which will be complemented by additional journal subscriptions and book purchases of \$61,054 over the first five years, with the dean of the College of Engineering and Computer Science committing to the provision of these resources. There is also evidence of quality partnerships and commitment of health care organizations within the Central Florida community, which will be important for students as they engage in their research projects.
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.	<b>Met.</b> Strong evidence is provided that the proposed degree program is a unique program that will not duplicate existing degree programs in Florida. Data from the Bureau of Labor Statistics demonstrates a strong demand for individuals with a biomedical degree and the state of Florida employs a significant number of biomedical engineers. Results from student surveys also indicate significant student interest in a biomedical engineering master's degree. There is little overlap with the existing biomedical engineering programs in Florida because the research and teaching focus of the proposed degree program is substantially different from the focus at the other institutions. Current collaborations and the potential for future partnerships also will provide research and teaching opportunities.
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.	<b>Met with Strength.</b> The budget and cost of the program is appropriate. The cost of the program through the first five years of operation is relatively modest as many of the resources are already in place. There will be an internal reallocation of department funds to support the program. Hiring plans for the next few years will prevent any negative impact of attracting students from other programs.
8.	The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.	<b>Met with Strength.</b> Participating faculty members, departments, and their parent colleges have been extremely productive in teaching, research, and service. Significant research in biomedical engineering has been achieved at UCF by faculty in several departments in the College of Engineering and Computer Science and research funding has also increased. Both undergraduate and graduate student head count has increased over the last five years with an increased number of graduate degrees. Expanded collaborations between the College of Medicine and the department of Mechanical and Aerospace Engineering are expected given the nature of the proposed program and existing productive collaborations.

ITEM: EP-3b

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Master of Science in Data Analytics

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION**

Approval of a master of science degree in data analytics.

**BACKGROUND INFORMATION**

The Department of Computer Science in the College of Engineering and Computer Science and the Department of Statistics in the College of Sciences propose to establish a master of science degree in data analytics.

Data analytics is an emerging discipline that seeks to infer insights from large amounts of data (big data) by using various statistical techniques and algorithms. The discipline is concerned with both statistical techniques that measure the validity of such insights and with computational techniques for managing data and resources efficiently. There is a great need for people with technical skills in these areas, prompted by the large amounts of information that governments and businesses are collecting. By 2020, governments and businesses will collect zettabytes of data. Governments want to use these data to improve the life of their citizens, and businesses want to exploit these data to better serve their clients. Consequently, there is an increasing demand for data analysts who can create, adapt, and use state-of-the-art tools to obtain insight from large structured and unstructured data sets, converting them into knowledge. The proposed degree program aims to train people to develop algorithms and computerized systems to facilitate the discovery of information from big data.

The Bureau of Labor Statistics does not collect information about data scientists, but strong job growth is expected in the job categories under which such people fall (e.g., computer programmers). According to the November 2013 report of the Commission on Higher Education Access and Educational Attainment, Florida faces a “critical gap” in the areas of “computer and information technology.” Graduates would contribute to filling this gap with their skills in data analytics and computer programming. This degree program will provide employable technical skills including the development of algorithms and computer systems to extract insight from big data.

The proposed program will require 30 credit hours beyond the bachelor’s degree including one three-hour project course and will emphasize the technical aspects of big data analytics, including algorithm design, programming, acquisition, management, mining, analysis, and interpretation of data.

This proposal was evaluated and recommended by the department, college, and university Graduate Council Program Review Committee. The College of Graduate Studies recommends this proposal, and it has evaluated five of the eight program criteria as *met with strength* and three as *met*. The proposed implementation date is Fall 2016.

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**Supporting documentation:** Attachment A: Analysis Summary for New Degree Authorization

**Prepared by:** Mubarak Shah, Interim Vice Provost and Dean of the College of Graduate Studies

**Submitted by:** Dale Whittaker, Provost and Executive Vice President

Attachment A

**Analysis Summary for New Degree Authorization  
Program Name: Master of Science in Data Analytics**

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
1.	The goals of the program are aligned with the university’s mission and relate to specific institutional strengths.	<b>Met with Strength.</b> The proposed program is aligned with the goals and mission of the University of Central Florida and the State University System Strategic planning goals. The master of science degree in data analytics will offer prospective students advanced studies in the high-demand STEM discipline areas of data analytics. The curriculum is unique and interdisciplinary and focuses on the technical aspects of big data analytics with coursework from computer science and statistics. Graduates will be well-rounded, highly-skilled and prepared to either enter the workforce or pursue doctoral studies. Established partnerships with industry and the potential for more partnerships will be beneficial to faculty and students. Courses offered on nights or weekends allow working professionals to enroll and successfully complete the program part-time.
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.	<b>Met with Strength.</b> Recommendations from the most recent computer science program review included focusing on the area of data analytics, and to date the program has hired three faculty members who specialize in data analytics. In addition, adjustments to the faculty workload policy have resulted in a reduced teaching load for research active tenured and tenure track faculty.
3.	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.	<b>Met.</b> The master of science in data analytics degree program is a 30-hour program with 24 hours of required courses and six hours of elective courses. The curriculum was developed with advice from the computer science advisory board and is designed to address specific key competencies identified by this board as well as educational requirements commonly listed for data scientist positions. Structured as a part-time cohort program, the M.S. degree in data analytics program allows students to graduate in five terms (two years) by completing six credit hours per term in courses offered at night or on the weekends. Students will complete six of the eight required courses in the first year of the program. In the second year, the remaining two required courses including a semester long project course and two elective courses are completed. Although undergraduate degrees in computer science, statistics, computer engineering, or information technology are preferred, they are not required. Prerequisites allow a broad base of students to enter the program.
4.	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.	<b>Met with Strength.</b> Recent faculty hires in the area of data analytics have strengthened existing productive faculty in preparation for this program. Thirteen faculty currently at UCF (nine from computer science, three from statistics, and one from the Institute for Simulation and Training) will be involved in the proposed program. The size of the program (cohorts of 34 students each year) is well matched to the number of faculty to cover mentorship and support needs.

**Board of Trustees Meeting - Consent Agenda**

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
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><b>Met with Strength.</b> An analysis by the library indicates that UCF has the necessary and appropriate library collections to provide initial support for the program. The budget includes \$3,000 per year for the first three years of the program to strengthen resources in statistical methods and to purchase new books in the developing areas of big data and data mining.</p> <p>Classroom space will not be impacted as courses will be taught at nights and on the weekend. Both departments have existing industry partnerships to provide opportunities for students and faculty.</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><b>Met.</b> Data analytics is an emerging discipline, and there is a need for individuals with the expertise to be technical leaders in the area of big data analytics. The Bureau of Labor Statistics anticipates strong growth in data analytics with a need for individuals skilled in the technical aspects of data analytics. The proposed program is designed so that key skills as identified by industry are part of the curriculum. A recent survey of professionals in the Orlando area, UCF alumni, and students indicated sufficient demand for the proposed program. Although there are several master’s degree programs that are tangentially related to the proposed program, there are no degree duplications.</p> <p>The proposed program is planned as a part-time program with face-to-face delivery of courses in the evenings or on weekends. The targeted audience is located primarily in the Central Florida area and several companies have expressed interest in graduates of this degree program as potential employees (e.g. Walgreens, Siemens). Statewide recruiting plans also ensure a broad market of potential students.</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><b>Met.</b> The proposed program will be offered as a cost recovery program and it will be sustainable with the FTE projections. Departmental faculty will teach in this program as part of their in-load teaching assignment, and adjunct faculty will be hired to teach any courses that they would be released from. The courses for the proposed program have already been developed.</p>

**Board of Trustees Meeting - Consent Agenda**

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
8.	The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.	<b>Met with Strength.</b> The academic units collaborating for the proposed program have been productive in teaching, research, and service. Faculty in both departments are actively involved in research and have received significant research funding as contracts or grants including five NSF CAREER grants. The Department of Computer Science teaches more than 2,400 undergraduate majors and 300 graduate students. The Department of Statistics teaches 137 undergraduate majors and thousands of non-majors in general education courses each year as well as 46 graduate students. The Statistics department has been teaching data mining classes for the past 16 years and has the distinction of being the first academic program in the US to offer a data mining MS degree. Across the two departments there are six fellows including two fellows of the American Association for the Advancement of Science. Both departments also have experience with administering successful graduate programs.

ITEM: EP-3c

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** Bachelor of Science in Entertainment Management

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION**

Approval of a bachelor of science degree in entertainment management.

**BACKGROUND INFORMATION**

The proposed bachelor of science in entertainment management directly addresses central aspects of the university's goals and matches these goals to a productive degree for students interested in managerial positions within the entertainment industry. The program establishes a competitive skillset, supported by an in-depth training that values the knowledge required to be successful leaders in the evolving business needs of the entertainment industry.

This degree program is housed in the Department of Tourism, Events, and Attractions in the Rosen College of Hospitality Management, and it is supported by the College of Arts and Humanities. The entertainment management degree provides an educational path for students leading to careers in the entertainment industry as business practitioners as opposed to that of performers. It emphasizes managerial competencies specifically pertaining to the entertainment industry, such as developing resources and attracting audiences, along with leadership values and communication skills. The degree program will also serve to complement the education of students pursuing performance-based degrees in music and theater.

Graduates from the entertainment management B.S. degree program will be able to pursue careers that include live performances and events, historical, cultural, and educational exhibits, digital media, film enterprises, tourism attractions, experiential hospitality related products, special events, sports events, and recreational or leisure time activities. Many companies including Red Lobster, Disney Theatrical Group, and MAGIC Magazine have expressed strong support for this degree program and have indicated they would welcome its graduates as interns or employees. UCF will be the first public institution to provide a comprehensive entertainment management B.S. degree program that addresses the needs of this prominent industry.

This degree program consists of 36 general education credit hours, 45 credit hours in entertainment management, 15 hospitality management credit hours, 12 credit hours in performing arts, nine credit hours in restricted electives, and three internship credit hours.

This proposal was evaluated and recommend by department, college, and university undergraduate curriculum committees. The College of Undergraduate Studies recommends this program, and it has evaluated seven of the nine program criteria as *met with strength* and two of the nine criteria as *met*. The proposed implementation date is Summer 2016.

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**Supporting documentation:** Attachment A: Analysis Summary for New Degree Authorization

**Prepared by:** Elizabeth A. Dooley, Dean of the College Undergraduate Studies and Vice Provost for Teaching and Learning

**Submitted by:** A. Dale Whittaker, Provost and Executive Vice President

Attachment A

**Analysis Summary for New Degree Authorization**  
**Program Name: Bachelor of Science in Entertainment Management**

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
1.	The goals of the program are aligned with the university's mission and relate to specific institutional strengths.	<b>Met with Strength.</b> The goals of the program align well with the university's mission to offer quality undergraduate programs, expand international scope, increase diversity, and establish partnerships. The institution's strengths in hospitality management and related disciplines will be leveraged to a wider group of students who can apply their strategies to a strong and growing industry important to the region. An excellent reputation in the community has prepared UCF to build a unique and rigorous 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.	<b>Met.</b> In response to academic program reviews in 2010-11, which noted weaknesses in the Tourism, Events & Attractions Department, and concurrent internal reviews on the application of the Academic Learning Compacts, which identified issues in the event management program, the department addressed the rigor of its programs to enhance critical thinking activities and more closely articulate learning objectives and outcomes, which subsequently was reflected in revisions to the programs.
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 competences. Evidence is provided that, if appropriate, the university anticipates seeking accreditation for the proposed program.	<b>Met with Strength.</b> This major is planned well and includes five general core courses common to other related programs, 15 newly developed courses specific to basic and advanced topics in entertainment management, additional background courses from music and theatre, elective courses, and a sequence of internship courses, in common with other programs in the college. The courses are all in place for the degree program, including relevant criteria. Appropriate student learning outcomes have been identified and an assessment plan developed.

	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.	<b>Met with Strength.</b> The college has a strong set of existing faculty members covering a wide range of disciplines related to hospitality management and with experience in the industry, including the entertainment management industry. There is also an articulated plan for new faculty hires to support the program. The university is positioned to deliver the new degree program using a combination of experienced UCF faculty members and those newly hired to facilitate the new offering.
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.	<b>Met.</b> The library’s analysis is that there are adequate resources to support the proposed degree program. They have recommended an additional \$5,000 per year for three years for adding to the current holdings. Existing classroom space is sufficient to meet the needs of the program. There is no specialized equipment or space necessary to implement the degree program.
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.	<b>Met with Strength.</b> National and local agency predictions of employment growth in the sector and closely related sectors indicate strong-levels of employment opportunities, and the presence of multiple large industries in the area is a major strength. The estimates of headcounts and FTE students are realistic given the size of current related degrees in the college and the large potential audience in the immediate region. The college has in place several programs targeting diverse student populations at all levels:h locally, nationally, and abroad. There is also a commitment to fund scholarships for students from developing countries.
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.	<b>Met with Strength.</b> The proposed program will be funded entirely by a \$5 million donation, which covers recruitment and funding for five faculty members, 20 scholarships for students from developing countries, and other associated expenses.

	Criteria	Proposal Response to Criteria
8.	<p>The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.</p>	<p><b>Met with Strength.</b> Faculty members in the Rosen College of Hospitality Management have been very productive with excellent teaching, service, and research. The college has demonstrated strong student growth in recent years, and faculty members teach a large number of courses. Faculty members also serve on national committees and editorial boards, and as editors for national journals, and the college hosts a biannual international conference. A large number of faculty members are research active with an output significantly higher than comparable programs worldwide.</p>
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. The total number of credit hours does not exceed 120.</p>	<p><b>Met with Strength.</b> 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. One course is proposed for the common prerequisites. Community college partners have expressed strong support for the program in that it provides a new pathway for students transitioning to the bachelor's degree.</p>

ITEM: FF-2

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Revision to Florida Solar Energy Center Rule 6C7-8.007

**DATE:** March 24, 2016

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**PROPOSED BOARD ACTION**

Approve the attached amendment to existing Florida Solar Energy Center Rule 6C7-8.007.

**BACKGROUND INFORMATION**

The Florida Administrative Procedures Act requires that amendments to rules be approved by the Board of Trustees. The board is requested to approve an amendment to Florida Solar Energy Rule 6C7-8.007 Solar Thermal PV Equipment Testing Standards.

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**Supporting documentation:** Attachment A: Chapter 8 UCF Rule 6C7-8.007 Solar Thermal PV Equipment Testing Standards

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

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

Attachment A

**6C7-8.007 Solar Thermal and PV Equipment ~~Testing~~ Standards.**

(1) The Solar Equipment Testing and Standards Program shall apply to solar thermal and PV equipment submitted for testing and evaluation by manufacturers, distributors, or retailers (herein called the “Seller”). Equipment that converts sunlight directly into useful thermal or heat energy shall be designated as thermal collectors. Equipment that converts sunlight directly into useful electrical energy shall be designated as photovoltaic (herein called “PV”) modules. The procedures and requirements for participating in the program shall be those described in FSEC Standard ~~101-15~~ ~~401-10~~, “Operation of the Solar Thermal Collector Certification Program” (~~September-December 2015~~) (~~January 2010~~), and FSEC Standard 201-10, “Operation of the Photovoltaic Module Performance Certification Program” (January 2010), whichever is applicable. A copy of each of these standards is incorporated in this regulation by reference.

(2) Solar thermal collector and solar thermal system certifications issued by the Solar Rating & Certification Corporation™ (SRCC) or the International Association of Plumbing and Mechanical Officials (IAPMO) shall be deemed to comply with the solar thermal collector and solar thermal system standards of the Florida Solar Energy Center. The standards for solar thermal collectors shall be those described in FSEC Standard 102-10, “Test Methods and Minimum Standards for Certifying Solar Thermal Collectors” (January 2010). The standards for PV modules shall be those described in FSEC Standard 202-10, “Test Method for Photovoltaic Module Power Rating” (January 2010). A copy of each of these standards is incorporated in this rule by reference. Sellers are required to meet these standards and have a Label of Certification in accordance with FSEC Standard 101-10 or FSEC Standard 201-10, whichever is applicable, in order to sell certified solar thermal collectors or PV modules in Florida.

(3) ~~The criteria for testing the performance of solar thermal collectors and systems shall be those described in FSEC Standard 102-10 and FSEC Standard 105-10, “Solar Thermal System and Components Test Protocols” (January 2010) is herein incorporated by reference. The criteria for testing the performance of PV modules shall be those described in FSEC Standard 202-10.~~

(4) Results of tests, ~~as described in FSEC Standard 102-10, FSEC Standard 105-10 and FSEC Standard 202-10~~, conducted by organizations other than the Center may be accepted by the Center when the testing organization meets the requirements and criteria of FSEC Standard ~~101-15~~ ~~401-10~~, ~~FSEC Standard 103-10~~, “Operation of the Solar Thermal Systems Certification Program” (~~September-December 2015~~) (~~January 2010~~), ~~incorporated herein by reference~~, or FSEC Standard 201-10, “Operation of the Photovoltaic Equipment Certification Program”, incorporated herein by reference, whichever is applicable. The Center may refuse to accept test results from other testing organizations which do not meet these criteria.

*Rulemaking Authority 377.705, 1001.74 FS. Law Implemented 377.705, 1001.74 FS. History—New 5-5-10. Amended*

ITEM: NG-1

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: Dr. Alan Eustace  
Honorary Doctor of Business degree**

**DATE: March 24, 2016**

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**PROPOSED BOARD ACTION**

Approval of an Honorary Doctor of Business degree for Dr. Alan Eustace.

**BACKGROUND INFORMATION**

See attached.

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**Supporting documentation: Letters of Nomination**

**Prepared by: John Schell, Vice President and Chief of Staff**

**Submitted by: John C. Hitt, President**



Office of the President

March 18, 2016

Mr. William Yeargin, Chair  
Nominating and Governance Committee  
UCF Board of Trustees  
University of Central Florida  
Orlando, FL 32816

Dear Chair Yeargin:

I endorse the nomination made by Dean Paul Jarley for Dr. Alan Eustace to be awarded the Honorary Doctor of Business degree from UCF.

The many contributions Dr. Eustace has made to our nation and to UCF eminently qualify him for this distinction.

Cordially yours,

A handwritten signature in cursive script that reads 'John C. Hitt'.

John C. Hitt  
President



Office of the Dean

March 10, 2016

Dear Dr. Hitt,

Please accept my nomination of Dr. Alan Eustace to receive an Honorary Doctor of Business degree from the University of Central Florida. Dr. Eustace already holds three UCF degrees in computer science that helped to propel him into a highly successful computer science career. He was also a Valencia College transfer student, having attended for one year on a debate scholarship. His transfer to Florida Technological University was originally to pursue mechanical engineering. He took a course in computer science and decided to transition.

During his college experience, he worked part-time at Disney selling popcorn and ice cream and driving the monorail. He had a drive to succeed early on in his life.

After his graduation, Dr. Eustace worked for start-ups, as well as established brands like Digital, Compaq, and then HP's Western Research Laboratory, where he worked 15 years on pocket computing, chip multi-processors, power and energy management, internet performance, and frequency and voltage scaling. He then moved to working on ATOM, a binary-code instrumentation system that forms the basis for a wide variety of program analysis and computer architecture analysis tools. These tools had a profound influence on subsequent chip designs throughout the industry. Dr. Eustace was appointed head of the laboratory in 1999, but left it three years later to join Google, then a four-year-old startup.

At Google, he worked as senior vice president of Engineering and served as senior vice president of its Knowledge department until his retirement on March 27, 2015. He was also actively involved in a number of Google's community-related activities, such as the Second Harvest Food Bank and the Anita Borg Scholarship Fund.

Dr. Eustace is passionate about encouraging women to pursue computer science and serves on the board of the Anita Borg Institute, which hosts the annual Grace Hopper Conference, during which he speaks and influences new generations of women.

In the course of his professional career, Eustace has co-authored 9 publications and holds 10 patents.

In 2011, with his innovative spirit on "hyper-drive", Dr. Eustace began to pursue the goal of making a stratosphere jump. Working with various partners, they were able to build a life-support system to allow Dr. Eustace to breathe pure oxygen in a specialized pressure suit, as well as redesigned his parachute. On October 24, 2014, Eustace made a jump from the stratosphere, breaking Felix Baumgartner's 2012

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world record. His descent to Earth lasted 15 minutes and stretched nearly 26 miles with peak speeds exceeding 821.45 miles per hour, setting new world records for the highest free-fall jump, and total free-fall distance, 123,334 feet.

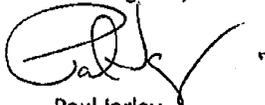
Unlike Baumgartner, Dr. Eustace, a twin-engine-jet-rated pilot, was not widely known as a daredevil prior to his jump. I say this as an important point to explain that Dr. Eustace embodies the same spirit we at UCF are trying to instill in our students, faculty, and staff - an innovative and pioneering spirit that pushes limits and never accepts the status quo. Dr. Eustace has pushed himself to the highest levels of technology development, corporate leadership, community mindedness, and human courage.

Not only that, he has helped UCF in numerous ways, by speaking on campus and giving generously for 15 years to support his UCF passion, the internationally renowned UCF Computer Programming Team. Through Dr. Eustace's support, our students are able to practice on 40 Saturdays a year in seven hour sessions, without having to work to support their educational expenses. The funding also helps the student compete at the regional and international competitions, where they have finished in top positions for more than 30 years. These student receive top positions with some of the most desirable tech companies, including Google.

Honoring Dr. Eustace with an Honorary Doctor of Business degree from the University of Central Florida would help to thank him for his service and generosity to UCF, and celebrate his business acumen and academic commitment to encouraging academic excellence in his career of research, community outreach, and development of new technologies to literally reach for the stars.

Thank you for the opportunity to nominate Dr. Eustace. Please let me know if you need any other background or information related to him.

Best regards,



Paul Jarley  
Dean  
College of Business Administration

cc: Robin Knight  
Senior Director of Development  
UCF College of Engineering and Computer Science

Rick Schell, Ph.D.  
Vice President and Chief of Staff  
Office of the President

ITEM: NG-2

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: Prince Mohammad bin Fahd bin Abdulaziz Al Saud  
Honorary Doctor of Public Service degree**

**DATE: March 24, 2016**

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**PROPOSED BOARD ACTION**

Approval of an Honorary Doctor of Public Service degree for Prince Mohammad bin Fahd bin Abdulaziz Al Saud.

**BACKGROUND INFORMATION**

See attached.

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**Supporting documentation: Letter of Nomination**

**Prepared by: John Schell, Vice President and Chief of Staff**

**Submitted by: John C. Hitt, President**



Office of the President

March 18, 2016

Mr. William Yeargin, Chair  
Nominating and Governance Committee  
UCF Board of Trustees  
University of Central Florida  
Orlando, FL 32816

Dear Chair Yeargin:

I am pleased to nominate Prince Mohammad bin Fahd bin Abdulaziz Al Saud for an Honorary Doctor of Public Service degree from the University of Central Florida. Upon the death of his father, King Fahd, Prince Mohammad inherited considerable power, influence, and wealth, which he has used to advance education and social development in Saudi Arabia and its region through a variety of projects for women, youth, the disabled, and the underprivileged. Prince Mohammad Bin Fahd has championed countless development initiatives of both a human and economic nature. He has also supported the international education efforts of the University of Central Florida.

Prince Mohammad bin Fahd's professional career has been extensive and successful. He has long been a prominent and innovative business leader, and he has pioneered the expansion of Saudi telecommunications and real estate development. However, the bulk of his professional career has been in public service.

His commitment to social justice, education, and economic welfare for his people became apparent when he was selected for the powerful position of governor of the Eastern Province of Saudi Arabia, a position that he held from 1985-2013. As governor, Prince Mohammad focused on the region's economic and social development, including expanding access to education, increasing inter-cultural understanding, supporting humanitarian causes, assisting youth development, and encouraging women's empowerment. His leadership was essential during Operation Desert Shield and Desert Storm when the Prince spearheaded all civilian activities in the Eastern Province, including hosting American and international coalition forces and providing assistance to refugees.

His support for civic philanthropy has complemented his elected duties. While firmly believing that the primary function of government bodies is to serve the needs of citizens, he also believes strongly in the need to activate civil social organizations in order to achieve what he refers to as "the principle of prosperity." Accordingly, Prince Mohammad bin Fahd has been a leading philanthropist in his country, personally creating and funding dozens of notable projects, including the following:

Prince Mohammad bin Fahd University  
Prince Mohammad bin Fahd Foundation for Humanitarian Development  
Prince Mohammad bin Fahd Program for Youth Development  
Prince Mohammad bin Fahd Endowed Chair for the Support of Youth Initiatives  
Prince Mohammad bin Fahd Fund for the Industrial Development of Youth Projects  
Prince Mohammad bin Fahd Endowed Chair for Urban and Regional Studies  
Prince Sultan bin Abdulaziz College for the Visually Impaired  
Prince Mohammed bin Fahd bin Abdul-Aziz Human Development Organization  
Prince Mohammad bin Fahd Committee for Social Rehabilitation  
Prince Sultan bin Abdulaziz Fund for Women's Development  
Princess Nouf bint Mohammad bin Fahd Fund for the Support of Working Women  
Princess Jawaher's Mashel Al-Khair Center for Women  
Prince Mohammad bin Fahd bin Abdulaziz Project for Affordable Housing  
Prince Mohammad bin Fahd Prize for Service Charity Work

Recently, Prince Mohammad bin Fahd's personal commitment to education along with his international vision led him to propose the establishment of the Prince Mohammad bin Fahd Program for Strategic Research and Studies at UCF, which promotes understanding between the United States and Saudi Arabia. The Program also fosters academic collaboration and research between UCF and the Prince Mohammad bin Fahd University. Since 2013, the Research and Studies Program has sponsored dozens of events, including international conferences. In addition, it has helped to build academic and research ties to Prince Mohammad bin Fahd University and other institutions of higher education in the Kingdom of Saudi Arabia and the broader Middle East.

Prince Mohammad and the Prince Mohammad bin Fahd University leadership envision an expansion of the Prince Mohammad bin Fahd Program for Strategic Research and Studies at UCF. With the support and encouragement of Prince Mohammad, a number of new and mutually beneficial initiatives are being planned, including the following:

*Research Initiative:* In development is a new research initiative that will be launched in April to bring together UCF and the Prince Mohammad bin Fahd University researchers for quarterly visits with the purpose of holding guest lectures and special events, identifying mutually beneficial research projects, securing funds for joint research projects, and establishing a Prince Mohammad bin Fahd University research journal.

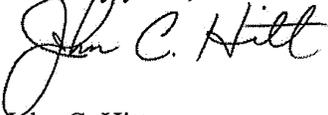
*Teaching Initiative:* A teaching initiative is underway to hire UCF graduate students to teach at Prince Mohammad bin Fahd University. This partnership will provide invaluable professional experience for UCF graduate students and help to meet the teaching needs of our Saudi university partner.

*Graduate Student Initiative:* Under consideration is establishing a means for highly qualified Prince Mohammad bin Fahd University students to enter UCF doctoral programs.

*Medical School Initiative:* Prince Mohammad bin Fahd University is establishing a new medical school, and the university will look to UCF as a model in terms of facilities, curriculum, and quality.

The lifetime achievements of Prince Mohammad bin Fahd in service to his country, to the people of the Middle East, and to the students, faculty, and staff of the University of Central Florida eminently qualify him for the Honorary Doctor of Public Service degree from the University of Central Florida. It is indeed a privilege for me to nominate Prince Mohammad bin Fahd bin Abdulaziz al Saud for this distinction.

Cordially yours,

A handwritten signature in cursive script that reads "John C. Hitt". The signature is written in black ink and is positioned above the printed name.

John C. Hitt  
President

ITEM: NG-3

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: J. Charles Gray  
Honorary Doctor of Public Service degree**

**DATE: March 24, 2016**

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**PROPOSED BOARD ACTION**

Approval of an Honorary Doctor of Public Service degree for J. Charles Gray.

**BACKGROUND INFORMATION**

See attached.

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**Supporting documentation: Letter of Nomination**

**Prepared by: John Schell, Vice President and Chief of Staff**

**Submitted by: John C. Hitt, President**



Office of the President

March 18, 2016

Mr. William Yeargin, Chair  
Nominating and Governance Committee  
UCF Board of Trustees  
University of Central Florida  
Orlando, FL 32816

Dear Chair Yeargin:

I am pleased to nominate J. Charles Gray for an Honorary Doctor of Public Service degree from the University of Central Florida. Charles is chairman of the board and founding director of GrayRobinson, one of our region's most respected law firms. For more than five decades, he has been a prominent regional and state civic leader, holding positions of authority and consequence in dozens of organizations. He has also been an enthusiastic and effective supporter of the University of Central Florida since its beginning.

Founded in 1970, GrayRobinson is a full-service, corporate law firm with nearly 300 attorneys in 13 Florida-wide offices. The firm provides legal services for Fortune 500 companies, emerging businesses, lending institutions, local and state governments, developers, entrepreneurs, and individuals across Florida, the nation, and the world. GrayRobinson is one of Florida's fastest-growing law firms, and it is on the forefront of emerging legal issues.

In addition to building his law firm, Charles has been generous in contributing his legal talent to benefit his community. He served seven years as Orange County Attorney, and he was instrumental in developing the county's Tourist Development Plan, the Orange County Civic/Convention Center, and the Orange County Comprehensive Growth Plan. Using innovative methods and financing, he developed a modern wastewater treatment and potable water program for our area. He was also central to the consolidation of 16 separate fire districts into one unified county fire department, saving lives, property, and tax dollars.

Many organizations in Central Florida have benefitted from the volunteer efforts of Charles over the decades. He has served with distinction on more than three dozen boards, whose variety is as impressive as their number. To name a few, he has been the chair or director of the Florida State Turnpike Authority, the Economic Development Commission of Mid-Florida, the Orange County Compact, the Greater Orlando Chamber of Commerce, Southeast National Bank of Orlando, the National Cattlemen's Association, and the Florida Chamber and Florida Research Consortium, Blueprint for an Innovative Economy.

He has also served on the boards of Florida TaxWatch, Florida Earth Foundation, Dr. Phillips Foundation, Orange County's Blue Ribbon Panel on Education, the University Club of Orlando, and the Orlando Museum of Art.

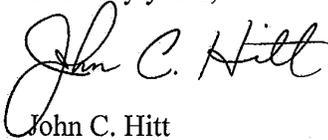
His impressive civic service has been recognized with many awards and recognitions. These include the Orlando Chamber of Commerce J. Gurney Lifetime of Service to Community Award (1988), the James B. Greene Award for Economic Development (1998), the John Young History Maker Award (2008), Orlando Business Journal's Most Influential Businessmen Legacy Award (2009), and Florida TaxWatch Life Time Emeritus Award (2015).

One of Charles's greatest services to Central Florida was his successful lobbying of then Governor Haydon Burns to establish Florida Technological University. He was an early supporter and life-long friend of Charles Millican, our university's first president. When President Millican retired, Charles served on the search committee that recommended my hiring.

Charles and his firm have been generous to UCF in time and resources. He served on the UCF Foundation Board of Directors from 1985 to 2001. He was chair from 1990-91 and is now an *emeritus* member of that board. Charles and Sandra, his wife, have supported a variety of UCF projects, and they were donors to the medical college scholarship fund for the charter class of students.

It is indeed a privilege for me to nominate J. Charles Gray for the Honorary Doctor of Public Service degree. Please recognize him for his service to our state, to our region, and to UCF by approving him for this distinction. His many achievements merit this honor and recognition.

Cordially yours,



John C. Hitt  
President