



Office of the President

REVISED
University of Central Florida
Board of Trustees Meeting
September 24, 2015
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.	Compensation and Labor, John Sprouls, Chair
9:00 – 10:00 a.m.	Advancement, Clarence Brown, Chair
10:00 – 11:00 a.m.	Educational Programs, Robert Garvy, Chair
11:00 a.m. – 12:00 p.m.	Finance and Facilities, Alex Martins, 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 July 23, 2015, meeting | Chairman Marchena |
| 5. | Remarks and introductions | John C. Hitt, President |
| 6. | Advancement Committee report | Chair Brown |
| 7. | Compensation and Labor Ad hoc Committee report | Chair Sprouls |
| 8. | Educational Programs Committee report | Chair Garvy |
-
- | | | |
|-------------|----------|--|
| EP-3 | Approval | Update to Type I Campus Proposal (Whittaker) |
|-------------|----------|--|

Board of Trustees Meeting - Agenda

- | | | | |
|-----|---|-------------------|---|
| 9. | Finance and Facilities Committee report | Chair Martins | |
| | FF-1 | Approval | Market Tuition Rate Proposals (Merck) |
| | FF-2 | Approval | Refinancing of UCF Stadium Corporation Certificates of Participation Series 2006A and B (Merck) |
| | FF-3 | Approval | Acquisition of Partnership IV Facilities from Leidos and Cowperwood (Merck) |
| 10. | Strategic Planning Committee report | Chair Florez | |
| 11. | Information | Chairman Marchena | |
| | INFO-1 | Information | Board Committee and Direct Support Organization Assignments (Marchena) |
| | INFO-2 | Information | 2016 Revised Finance and Facilities Committee Meeting Dates (Merck) |
| 12. | Consent Agenda | | |
| | CL-1 | Ratification | Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the Police Benevolent Association (Sprouls) |
| | CL-2 | Approval | Revision to University Regulations UCF-3.026 USPS Sick Leave Pool and UCF-3.0261 Faculty and A&P Sick Leave Pool (Sprouls) |
| | EP-1 | Approval | 2015 Equity Accountability Program (Whittaker) |
| | EP-2 | Approval | Amendment to Chapter 5 University Regulations (Cole) |
| | FF-4 | Approval | Revision to University Regulation UCF-7.130 Administration and Finance; Purchasing (Merck) |
| | FF-5 | Approval | Minor Amendment to 2015 Campus Master Plan—Laboratory and Environmental Support Facility Expansion (Merck) |

Board of Trustees Meeting - Agenda

- | | | |
|-----|---------------------------|--|
| 13. | New business | Chairman Marchena |
| | FCC Spectrum presentation | Grant Heston, Vice President for Communication and Marketing |

- | | | |
|-----|-------------------------------|-------------------|
| 14. | Announcements and adjournment | Chairman Marchena |
|-----|-------------------------------|-------------------|

Upcoming meetings and events:

State of the University	September 30 (3:00 p.m., Pegasus Ballroom)
-------------------------	---

Diversity Breakfast	October 12 (Pegasus Ballroom)
---------------------	----------------------------------

Board of Governors meeting and Trustee Summit	November 4-5 (Florida International University)
--	--

Board of Trustees meeting	November 19 (NorthView)
---------------------------	----------------------------

**Minutes
Board of Trustees Meeting
University of Central Florida
July 23, 2015**

Chair Olga Calvet called the meeting of the Board of Trustees to order at 1:05 p.m. in the *FAIRWINDS* Alumni Center on the UCF Orlando campus.

The following board members attended the meeting: Chair Olga Calvet, Clarence Brown, Richard Crotty, Robert Garvy, Marcos Marchena, Beverly Seay, and Cait Zona. Trustee Jim Atchison attended via teleconference.

WELCOME

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

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

PUBLIC COMMENT

Max Klein made comments regarding continuing evolution of free speech policies on campus.

Calvet called for approval of the May 21, 2015, meeting minutes and the June 29, 2015, retreat minutes, which were approved.

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

REMARKS

Hitt congratulated Chair Calvet, who was recently chosen to receive the University of Central Florida Alumni Association's 2015 Service to UCF Award. This award is given to a UCF graduate who has given of his or her time and talent to serve the university.

Hitt congratulated Trustee Alex Martins who was recently chosen to receive the Alumni Association's 2015 Distinguished Alumnus Award, the university's highest annual award given to one of its graduates.

Hitt reported that UCF was again well represented in *Orlando Magazine's* 50 Most Powerful People issue. Hitt noted that he was honored to be named once again. He congratulated former or current trustees Harris Rosen, Alex Martins, and Marcos Marchena among those honored. He congratulated Dr. Deborah German, Vice President for Medical Affairs and Founding Dean of the College of Medicine, who was also included on that list.

Hitt announced that George O’Leary was named interim director of athletics through the end of 2015.

Hitt congratulated Provost A. Dale Whittaker, who has been named Executive Vice President.

INTRODUCTIONS

Hitt congratulated the following members of the UCF community.

A. Staff

Dr. Adam Meyer is the winner of the 2015 Fink/Ryan Award, established in the early days of Disabled Student Services in Higher Education. Meyer is the director of Student Accessibility Services, and he is serving as the chair of the Inclusive Education Committee.

B. Employee of the Month

The Employee of the Month for June was Nikki Cason, a digital print operator for Print and Digital Communications.

Hitt asked the trustees to make every effort to attend the Board of Governors Trustee Summit to be held at Florida International University on November 4-5, 2015.

Calvet mentioned last year’s summit and its value, and she encouraged everyone to attend. Calvet referred the trustees to their meeting materials to review information about the Trustee Summit.

CONSENT AGENDA

A motion was made to remove item EP-3 from the consent agenda, and members of the board unanimously approved the following actions.

- EP-1 Conferral of Degrees—Concurrence with the conferral of degrees at the Summer 2015 commencement ceremonies.

2,970 baccalaureate degrees
542 master’s degrees
129 doctoral and specialist degrees
3,641 Total
- EP-2 2015-16 Tenure with Hire—Approval of tenure with hire.
- FF-1 Release of Unrestricted UCF Stadium Corporation Revenues—Approval of the release of revenues above budgeted obligations from the UCF Stadium Corporation to the UCF Athletics Association for 2015-16.

- FF-2 Amend Payment Schedule for UCFAA Loan to the University—Approval of an amended payment schedule for the UCF Athletics Association loan to the university.
- FF-3 2015-16 Direct Support Organizations' Budgets—Approval of the 2015-16 operating budgets for the following DSOs: UCF Athletics Association, UCF Convocation Corporation, UCF Finance Corporation, UCF Foundation, UCF Research Foundation, and UCF Stadium Corporation.
- FF-4 2015-16 College of Medicine Self-insurance Program Budget—Approval of the 2015-16 Self-insurance Program budget presented by the College of Medicine.
- FF-5 2015-16 College of Medicine Faculty Practice Plan Budget—Approval of the 2015-16 College of Medicine Faculty Practice Plan budget presented by the College of Medicine.
- FF-6 UCF Investment Policy and Manual—Approval of the revisions to the University of Central Florida Investment Policy and Manual.

ADVANCEMENT COMMITTEE REPORT

Rich Crotty, Chair of the Advancement Committee, reported that no committee meeting was held earlier in the day. He welcomed Michael Morsberger and called upon him to present his report.

- Michael Morsberger, Vice President for Alumni Relations and Development and Foundation CEO, reported that the Knights Helping Knights initiative was a week long effort to help those students who were displaced due to a fire. Received were 333 gifts, \$30,000, and 14 new laptops.
- Morsberger stated that a total of 48,000 gifts had been processed from approximately 17,000 donors, of which approximately 7,000 were alums. Since starting the silent phase of the campaign, \$196 million has been raised.
- Dr. Dan Holsenbeck, Vice President for University Relations, gave a legislative update, and he referred the trustees to their handouts for review of the final budget.
- Mr. Grant Heston, Vice President for Communications and Marketing, directed the board to their FYI packets, and he noted that the tenth edition of *Pegasus* magazine reached more than 230,000 people. He gave a visual presentation on how UCF impacts lives, growth, culture, and policy. Heston stated that the students featured were on billboards all around Central Florida and in online banners. Heston referred the trustees to their FYI packets to review an article published in *Politico* magazine.
- Heston advised that this is the four-year anniversary of WUCF in partnership with Brevard, and it is the three-year anniversary of UCF as sole owner and operator.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

Robert Garvy, Chair of the Educational Programs Committee, noted the Educational Programs Committee items approved in the consent agenda, and he reported the highlights from the committee meeting earlier in the day. He reported that item EP-3 had been removed from the consent agenda to be discussed by the trustees.

- Dr. Dale Whittaker, Provost and Executive Vice President for Academic Affairs, reported on the conferral of degrees and for 2015-16 tenure with hire. Whittaker presented the provost's update.
- Scott Cole, Vice President and General Counsel, reported on the amendment to university regulation UCF-2.032 Textbook Adoption.
- Dr. Diane Z. Chase, Vice Provost for Academic Program Quality, gave a review on program productivity.
- EP-3 Amendment to University Regulation UCF-2.032 Textbook Adoption—A motion was made and unanimously passed by the board to approve an amendment to EP-3 to read: "mitigation actions include offering the materials to UCF students at a reduced cost or no cost, or donating the royalties to a non-profit organization."

FINANCE AND FACILITIES COMMITTEE REPORT

Marcos Marchena, Chairman of the Finance and Facilities Committee, reported highlights from the committee meeting held earlier in the day and the June 15, 2015, committee meeting.

He stated that the third quarter reports for DSOs were reviewed. He commented that at the June 29, 2015, retreat they approved a modified CIP.

He noted the items approved in the consent agenda and presented the following item for board approval.

- FF-7 Revised 2015-16 University Operating Budget—A motion was made and unanimously passed by the board approving the university's revised 2015-16 operating budget.

NOMINATING AND GOVERNANCE COMMITTEE REPORT

Rich Crotty, Vice Chair of the Nominating and Governance Committee, reported that at the June 29, 2015, meeting, the Nominating and Governance Committee recommended that Marcos Marchena be elected chair and that Robert Garvy be elected vice chair, both for terms of two years. He asked if there were other nominations from the floor. There being no other nominations, the election was held.

- NG-1 Chair and Vice Chair Elections, UCF Board of Trustees—A motion was made and unanimously passed by the board approving the recommendations of Trustee Marcos Marchena to a two-year term as chair of the UCF Board of Trustees and

Trustee Robert Garvy to a two-year term as vice chair of the UCF Board of Trustees.

- NG-2 Chair *Emerita* Status for Olga M. Calvet—A motion was made and unanimously passed by the board to award the title of chair *emerita* to Olga M. Calvet, charter member of the UCF Board of Trustees.

Hitt congratulated Marcos Marchena and Robert Garvy, and he presented Marchena with a new gavel.

He thanked Chair Olga Calvet and Vice Chair John Sprouls for their service to the university.

Hitt and Marchena thanked Olga Calvet for her service as chair of the board and to the university, presenting her with a chair *emerita* certificate.

STRATEGIC PLANNING COMMITTEE REPORT

Marchena announced that there was no business to report.

NEW BUSINESS

Chair Marcos Marchena noted the annual review of Dr. Hitt's performance. He stated that the consultant had received all of the documentation and information needed from university sources. He further stated that if any board member had information that they wished the consultant to take into account, please submit the information to Rick Schell.

Marchena announced that he was removing himself as Chair of the Finance and Facilities Committee, and he appointed Trustee Alex Martins as chair of that committee.

ANNOUNCEMENTS AND ADJOURNMENT

Marchena announced the following upcoming meetings:

2015 White Coat Ceremony	August 3 (Pegasus Ballroom)
Commencement	August 8 (CFE Arena)
Countdown to Kickoff Luncheon	August 21 (CFE Arena)
Board of Governors meeting	September 2-3 (University of Florida)
Board of Governors Facilities	September 22

Board of Trustees Meeting - Minutes

Committee meeting

(Hyatt Regency Orlando Airport)

Board of Trustees meeting

September 24

(*FAIRWINDS* Alumni Center)

Marchena mentioned the importance of a good attendance at the Board of Governors Trustee Summit on November 4 and 5, 2015, at Florida International University.

Marchena adjourned the board meeting at 2:03 p.m.

Respectfully submitted: _____ Date: _____

John C. Hitt
Corporate Secretary

ITEM: EP-3

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Update to Type I Campus Proposal

DATE: September 24, 2015

PROPOSED BOARD ACTION

Approval of update to Type I Campus Proposal to the Board of Governors, State University System of Florida.

BACKGROUND

As part of the extraordinary opportunity for UCF to develop an innovative living and learning environment that capitalizes on the economic, social, and cultural activity of downtown Orlando, the university proposes updates to its Type I campus proposal for UCF Downtown. The attached presentation outlines updates to the plan for UCF Downtown and the academic programs proposed for that location to accommodate student and program growth. The proposed programming builds on existing program strengths, partnership with Valencia College, and synergies with the Creative Village site.

Supporting documentation: UCF Downtown Update Slides

Prepared by: Diane Chase, Vice Provost for Academic Program Quality

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

UCF DOWNTOWN



Campus Vision

We will create IMPACT:

Foster student success and entrepreneurship.

We will expand ACCESS:

Promote inclusivity and empower all students.

We will cultivate INNOVATION:

Challenge boundaries and create catalysts for change.

Academic Concept

Focus on academic programs that:

- Benefit students because of the learning environment downtown
- Develop unique synergies with downtown industry and organizations
- Build on downtown Orlando's emerging creative technology economy
- Strengthen research, community outreach and service

Criteria for Planning Process

- 1 Enrollment**
- 2 Strategic programs**
- 3 Community-facing programs**
- 4 Student experience**
- 5 Program synergies**

New Academic Building

UCF — 3,954 Students

- Communication (M.A.), Corporate Communication (Certificate)
- Health Care Informatics (M.S.)
- Health Informatics and Information Management (B.S.)
- Health Sciences (M.S.)
- Health Services Administration (B.S.)
- Human Communication (B.A.)
- Legal Studies (B.A., B.S.)
- Social Work (M.S.W.), Military Social Work (Certificate)
- Community Centers

Valencia — 354 Students

- Associate of Arts (A.A.)
- Health Information Technology (A.S.)

Total Students in New Academic Building: 4,308

Center for Emerging Media

UCF — 1,057 Students

- Digital Media (B.A., M.A.)
- Emerging Media: Character Animation Track (B.F.A.)
- Interactive Entertainment (M.S.)

Valencia — 273 Students

- Digital Media (A.S.)

Total Students in Center for Emerging Media: 1,330

Additional Development

UCF

- Food Services and Retail
- Housing: 300 Beds
- Parking Garage: 600 Spaces
- Student Services
- Recreation and Health
- UCF Police

City of Orlando

- Parking Garage: 600 Spaces

Private Developer

- Housing: 400 Beds
- Parking: 600 Spaces

Valencia — 1,676 Students

- Valencia Culinary and Hospitality

Total Students in Additional Development: 1,676

Academic ROI (Year 1)

UCF Academic Programs

13

BOG Programs of
Strategic Emphasis

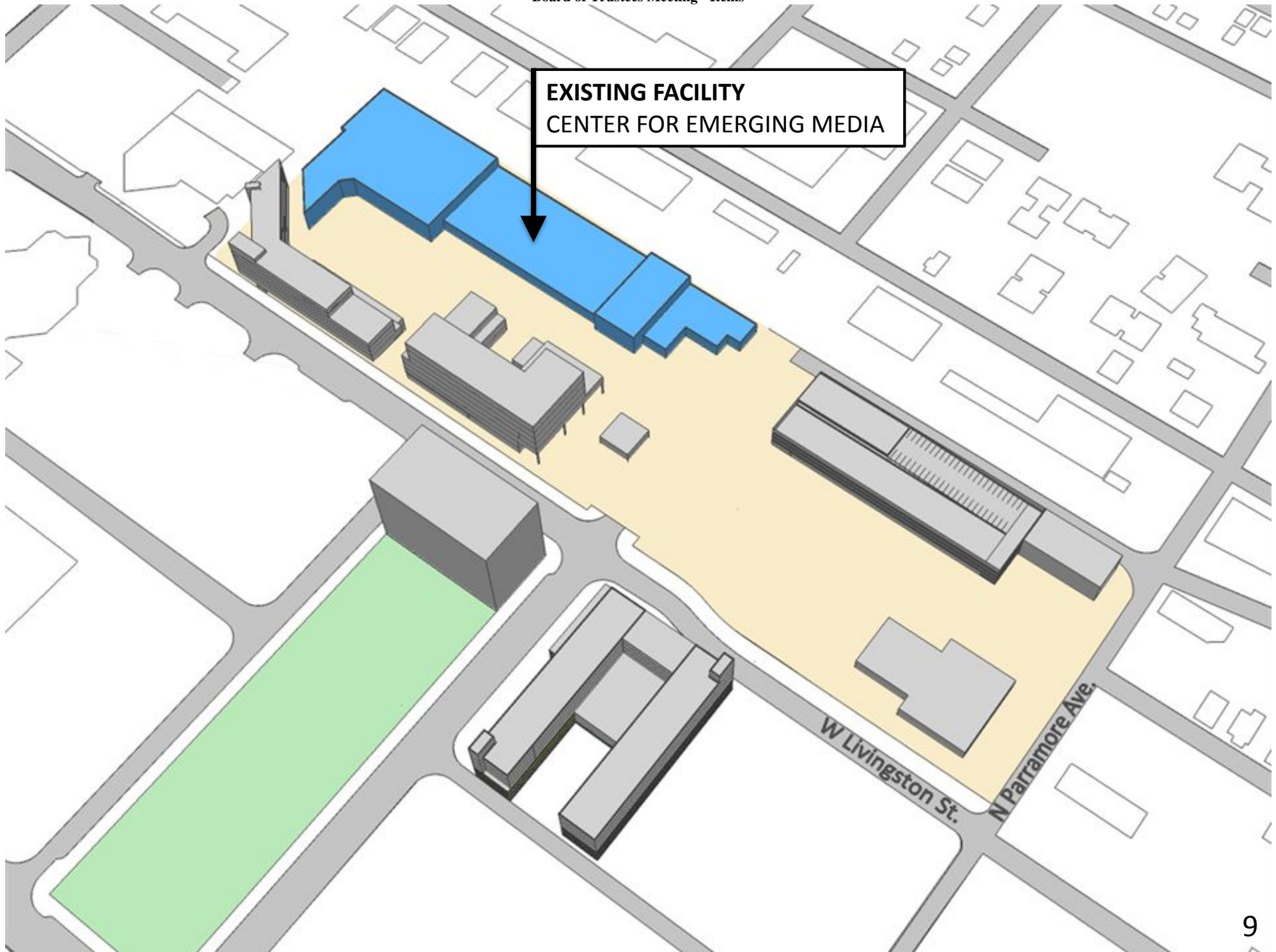
9

UCF Degrees Awarded
Annually

1,600

UCF and Valencia
Students Enrolled

7,314



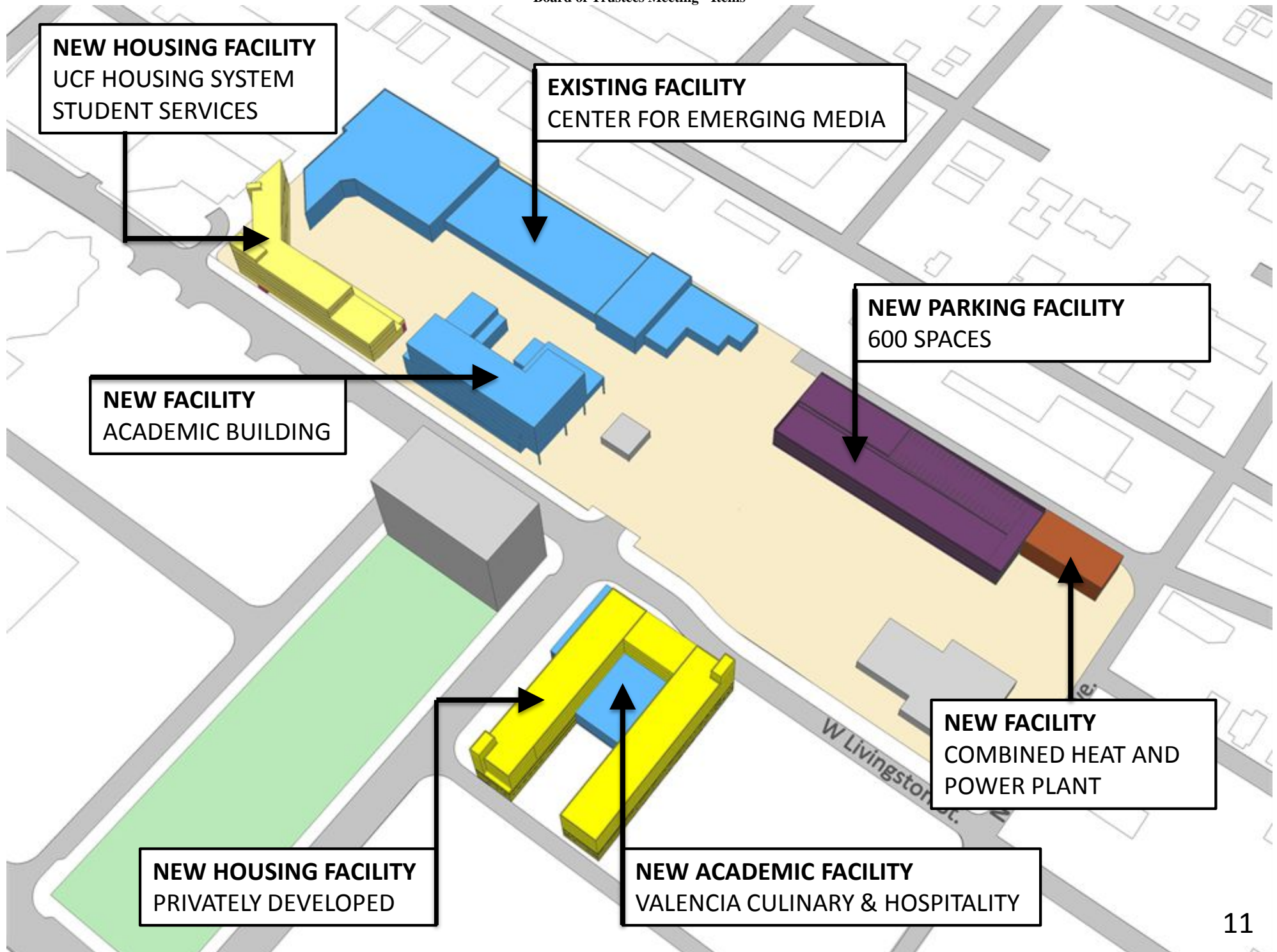
YEAR 1

**EXISTING FACILITY
CENTER FOR EMERGING MEDIA**

**NEW FACILITY
ACADEMIC BUILDING**

**NEW FACILITY
VALENCIA CULINARY & HOSPITALITY**

7,314 STUDENTS



UCF DOWNTOWN

ITEM: FF-1

**University of Central Florida
Board of Trustees**

SUBJECT: Market Tuition Rate Proposals

DATE: September 24, 2015

PROPOSED BOARD ACTION

Approval of the request to establish market tuition rates.

BACKGROUND INFORMATION

Pursuant to Regulation 7.001(15), a university Board of Trustees may submit market tuition rate proposals for the Board of Governors' approval.

The College of Health and Public Affairs requests approval to establish market tuition rates for the Executive Master of Science in Health Services Administration degree program. The College of Engineering and Computer Science requests approval to establish a market tuition rate for the Industrial Engineering Master of Science—Healthcare Systems Engineering track.

Supporting documentation: Market Tuition Proposal, Executive Master of Science in Health Services Administration (Attachment A)
Market Tuition Proposal, Industrial Engineering Master of Science—Healthcare Systems Engineering Track (Attachment B)

Prepared by: Diane Z. Chase, Vice Provost for Academic Program Quality

Submitted by: Diane Z. Chase, Vice Provost for Academic Program Quality

Board of Trustees Meeting - Items

**Attachment A
State University System
Market Tuition Proposals**

University: University of Central Florida		Proposal 1	Proposal 2	Proposal 3	Proposal 4	Proposal 5
	Executive Master of Science in Health Services Administration					
1	Degree Program					
2	CIP Code	51				
3	Has the program been approved pursuant to Regulation	Yes				
4	Does the program lead to initial licensing or certification?	No				
5	Is the program identified as a state critical workforce need?	Yes				
6	Are the program's admission & graduation requirements the same as other programs?	No				
7	Current Tuition Rate (enter the per credit hour rate)	\$833				
8	Proposed Market Tuition Rate (enter the per credit hour rate)	\$833				
9	Different Market Tuition Rate for Resident vs. Non-Resident Student? If yes, list the per credit hour rate.	No				
10	5 Other Public/Private Rates for Similar Program (per credit hour):					
11	University name and rate: North Carolina - Chapel Hill \$1,337					
12	University name and rate: University of Minnesota - \$1,357					
13	University name and rate: International University - \$1,238					
14	University name and rate: University of Colorado - \$1,063					
15	University name and rate: Alabama Birmingham - \$860					
16	Length of Program (Student Credit Hours)	44				
17	Current E&G Student Enrollment (Headcount):					
18	Resident	38				
19	Non-Resident	0				
20	Total	38				
21	Similar Program at other SUS Institutions (if yes, provide university and program name)	Yes				
22	Florida International University, Healthcare MBA	Yes				
23	University and program name:	n/a				
24	University and program name:	n/a				
25	University and program name:	n/a				

Attachment A
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

University: University of Central Florida

Proposed Market Tuition Program: Executive Master of Science in Health Services Administration

Date	
University Board of Trustees approval date:	
Proposed Implementation Date (month/year):	August 2015
Graduate online or Graduate Continuing Ed. Course:	Graduate online
CIP Code:	51.000
Description of the Program and the Market Tuition Rate Process	
<p><i>Description of the Program</i></p> <p>The master of science degree in executive health services administration (executive HSA) program is a 24-month cohort program that is offered completely online to health care professionals. The online delivery format offers flexibility and convenience to working professionals. This program is designed for self-motivated, experienced health services professionals with a minimum of three years of relevant professional experience, including managers, mid-career professionals, and clinicians. The program emphasizes innovation and entrepreneurship in the health care industry and will equip students with knowledge that can aid in lateral and upward movement in their career within the health care industry.</p> <p>The growth of the health care industry is not slowing down and with the passing of the Affordable Care Act in 2010 and the impending retirement of the baby boomer generation, the demand for administrative professionals in the health care industry will only become stronger. According to the Bureau of Labor Statistics, the job outlook for medical and health service managers “is expected to grow 23 percent from 2012 to 2022, much faster than the average for all occupations (Department of Labor Statistics, 2014).”</p> <p><i>What is the market tuition rate to be charged for each of the next three years?</i></p> <p>The market tuition rate includes all associated student fees, marketing, faculty development, and instructional costs.</p> <p>Class beginning 2015: \$36,653 Class beginning 2016: \$36,653 Class beginning 2017: \$36,653</p> <p><i>Explain the process used to determine market tuition.</i></p> <p>The executive HSA degree program is currently a cost recovery program. The current tuition rate is \$833.02 per credit hour. The market rate tuition should remain the same as the program conducted a market-rate analysis and determined that the current cost per credit hour falls down the middle of other peer institutions. The cost per credit hour at \$833.02 is also sufficient in meeting the operational costs of running the executive HSA degree program.</p>	

Attachment A
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

The market rate tuition for the executive HSA degree program was determined using a systematic evaluation of 10 peer institutions of UCF. We evaluated similar institutions based on the type (public or private), length of program, total credit hours, and costs. The average total cost of these 10 programs is \$46,825. The program's biggest competitor, Florida International University, is an 18-month program and costs \$52,000 for in-state students and \$54,000 for out-of-state students. The executive HSA degree program is much less costly. Additionally, the healthcare MBA at FIU is a Saturday-only program, with supplemental virtual learning. There is a new program offered by Rollins College that will start in Fall 2015 with a lower overall cost, but it is not online, it requires participation on the weekends, and it currently has only two full-time faculty members. The executive HSA degree program has alleviated the need for on-campus meetings through the use of virtual learning. From the evaluation of peer institutions, the market rate will remain the same for the next three years. The total tuition charged for similar programs ranges from \$23,520 to \$85,000. The current tuition of the UCF executive HSA degree program falls within the middle of other peer institutions. The market rate tuition for this degree program will be re-evaluated based on future market trends if necessary.

What is the current tuition rate?

\$36,653 (Fall 2015)

Provide tuition rates from at least five other institutions (public)

University of North Carolina - Chapel Hill: \$64,199 out-of-state (\$1,337 per credit hour) and \$26,928 in-state (\$561 per credit hour); 48 total credit hours

University of Minnesota: \$57,000 (\$1,357 per credit hour); 42 total credit hours

Florida International University: \$54,000 for out-of-state and \$52,000 for in-state (\$1,238 per credit hour); 42 total credit hours

University of Colorado Denver: \$51,000

University of Alabama Birmingham: \$49,000

University of Central Florida Executive HSA degree program: \$36,653

University of Washington – Seattle: \$29,640 (\$780 per credit hour); 38 total credit hours

University of Missouri-Columbia: \$29,400 (\$780 per credit hour); 38 total credit hours

Western Kentucky University: \$23,520 (\$560 per credit hour); 42 total credit hours

Describe any similar programs offered by another state university system institution:

Florida International University offers the only other master's executive HSA program in the state university system. Their program is a MBA in healthcare management and is a Saturday-only program supplemented with virtual learning. The program is geared towards the working professional with at least four years of relevant experience. It is an 18-month, 42 credit hours program that costs \$52,000 for in-state students and \$54,000 for out-of-state students.

Attachment A
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

The executive HSA program at UCF is completely online and focuses on developing and advancing the knowledge of our students in the areas of innovation and entrepreneurship of health care. Whereas, the FIU program is an MBA with a healthcare management track, the executive HSA degree program is solely a health care administration program in which the entire curriculum centers on health care. Furthermore, the executive has degree program is in the process of seeking accreditation with the Commission on the Accreditation of Healthcare Management Education (CAHME).

Mission Alignment

Describe how offering the proposed program at market tuition aligns with the mission of the university and the Board strategic plan:

The mission statement for UCF is as follows: The University of Central Florida is a public multi-campus, metropolitan research university that stands for opportunity. The university anchors the Central Florida city-state in meeting its economic, cultural, intellectual, environmental, and societal needs by providing high-quality, broad-based education and experienced-based learning; pioneering scholarship and impactful research; enriched student development and leadership growth; and highly relevant continuing education and public service initiatives that address pressing local, state, national, and international issues in support of the global community.

The executive HSA degree program supports the mission of the university because it provides high-quality, broad-based education in one of the fastest growing interdisciplinary fields while embracing leadership development and growth. The students in the program are required to develop research projects and address the community healthcare and social development needs. Additionally, the program prepares students to work on the managerial and clinical safety and quality issues within the health care industry, which has been identified as a fast growing sector in our local, national, and global communities. In addition, the program aligns with the goals of the Florida Board of Governors in the following ways:

There are four goals adopted by the Board of Governors and they include:

Goal 1: Access to and production of degrees: The executive HSA degree program is a young program and it graduated its first cohort of 11 students in Summer 2013. There was an 80 percent increase in enrollment for the second cohort of students admitted into the program. The online degree program offers convenience to working professionals, as well as the ability to recruit students from around the nation.

Goal 2: Meeting statewide professional and workforce needs: The executive HSA degree program has not been identified as a state critical workforce need. However, the health care industry is expected to grow quickly which will create a need for individuals with a HSA background and expertise.

Goal 3: Building world-class academic programs and research capacity: The executive HSA degree program is housed in the College of Health and Public Affairs, within the Health Management and Informatics Department. The curriculum of the executive HSA degree program aligns closely with the traditional HSA degree program, which is accredited by CAHME. Moreover, *U.S. News and World*

Attachment A
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

Report ranked the traditional HSA degree program 46th out of 100 for top graduate programs nationwide. The executive HSA degree program is currently seeking accreditation.

Goal 4: Meeting community needs and fulfilling unique institutional responsibilities: With the aging of the baby boomer population and the passing of the Affordable Care Act, there will be a need to increase the health care workforce administratively and clinically to support the growing health care needs of the population. The executive HSA degree program will help meet these needs by offering a program that adequately prepares individuals to work in the health care industry to meet the growing demand of health care services.

Declaratory Statement

Provide a declaratory statement that the policy will not increase the state's fiscal liability or obligation and that the Market Tuition Rate program cohorts will not supplant an existing E&G funded degree program in the same discipline:

The executive HSA degree program will not increase the state's fiscal liabilities or obligations. Any unforeseen costs will be the responsibility of the College of Health and Public Affairs.

Restrictions / Limitations

Identify any proposed restrictions, limitations, or conditions to be placed on the policy:

No restrictions, limitations, or conditions are anticipated beyond those already stipulated by the Florida Board of Governors policy on market tuition.

Accountability Measures

Indicate how the university will monitor the success of the policy. Provide specific metrics that will be used.

Success of market tuition for the executive HSA degree program will be measured using several metrics collected over a three-year review period including

- number of students enrolled
- compliance with CAHME standards for accreditation
- program revenues relative to program costs
- student satisfaction with the program
- employer satisfaction with the program
- number of degrees conferred

Course Availability

Explain how the university will ensure that sufficient courses are available to meet student demand and facilitate completion of each program submitted for consideration. Will any similar E&G courses be eliminated or scaled back if this program is implemented?

The executive HSA degree program is planned one year in advance. Within that time frame, the program director for the executive HSA degree program works with the chair of the Department of

Attachment A
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)

Health Management and Informatics to ensure sufficient staffing for all programs. Faculty members selected for teaching in these programs, do so on an in-load basis and adjunct faculty members are utilized as well. When the Department of Health Management and Informatics conducts their human resource planning, teaching needs in the executive HSA degree program are an important consideration.

Economic Impact

Provide economic impact that this proposal will have on the university and the student, anticipated revenue collection, how the revenue will be spent, whether any private vendors will be used, and which budget entity the funds will be budgeted.

The executive HSA degree program will economically impact the university and the students in two ways:

- 1) The revenue generated from the program can be used to support the program and the Department of Health Management and Informatics. Moreover, the revenue allocated to the department will allow the department to invest in faculty development, instructional support, and equipment necessary for student learning and research and teaching.
- 2) Students graduating from the executive HSA program will be equipped to be leaders in the health care industry which will benefit the community. Moreover, obtaining an executive HSA degree will allow students to grow professionally and to move vertically in their career ladder.

Anticipated gross revenue:

Cohort 1: \$36,652 x 12 students = \$439,834

Cohort 2: \$36,652 x 19 students = \$696,388

How revenues will be spent:

The revenue generated from this program will be used to support all costs of delivering the program, including but not limited to instructional costs, program administration, student support services, career services, marketing and recruitment efforts, and classroom, facility, and technology upgrades necessary for student learning. It will also be used to support professional development for faculty and staff, and to support strategic college and university academic initiatives.

Will private vendors be used?

Several private vendors will continue to be used including textbook publishers and wholesalers, food caterers, various media outlets for promotion, software vendors, and outside speakers.

What budget entity will be used for the proposed program?

Continuing Education and the College of Health and Public Affairs budget offices will administer the budget and the executive HSA degree program will have a designated auxiliary account.

Other Information

Provide any additional information if necessary, and complete the attached supplemental form. Indicate additional degrees that may be produced by going to market tuition and how the university will assist the students with employment or career advancement.

Attachment A
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

Supplemental form is attached. No additional degrees will be produced by going to market tuition.

The executive HAS degree program is a program targeted at working professionals in the health care industry. Thus, all of our students are working professionals. However, the program is proud of the great relationships we have with our alumni and they have stated that they have received a promotion as a result of pursuing the executive HSA degree. Additionally, in the last graduating cohort, 66 percent of the graduates that responded to the exit survey stated that they received a promotion as a result of earning the executive HSA degree.

Board of Trustees Meeting - Items

**Attachment B
State University System
Market Tuition Proposals**

University: University of Central Florida		Proposal 1	Proposal 2	Proposal 3	Proposal 4	Proposal 5
		Industrial Engineering M.S.-Healthcare Systems Engineering Track				
1	Degree Program					
2	CIP Code	\$14.35				
3	Has the program been approved pursuant to Regulation	Yes				
4	Does the program lead to initial licensing or certification?	No				
5	Is the program identified as a state critical workforce need?	No				
6	Are the program's admission & graduation requirements the same as other programs?	Yes				
7	Current Tuition Rate (enter the per credit hour rate)	\$288.00				
8	Proposed Market Tuition Rate (enter the per credit hour rate)	\$1,200.00				
9	Different Market Tuition Rate for Resident vs. Non-Resident Student? If yes, list the per credit hour rate.	No				
10	5 Other Public/Private Rates for Similar Program (per credit hour):					
11	University name and rate:	Binghamton University: \$411 (res), \$765 (non-res)				
12	University name and rate:	Ga Tech \$1392				
13	University name and rate:	Lehigh Univ \$1340				
14	University name and rate:	San Jose St Univ \$626				
15	University name and rate:					
16	Length of Program (Student Credit Hours)	30				
17	Current E&G Student Enrollment (Headcount):					
18	Resident	0				
19	Non-Resident	0				
20	Total	0				
21	Similar Program at other SUS Institutions (if yes, provide university and program name)	No				
22	University and program name:					
23	University and program name:					
24	University and program name:					
25	University and program name:					

Attachment B
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

University: University of Central Florida

Proposed Market Tuition Program: Industrial Engineering M.S.-Healthcare Systems Engineering Track

Date	
University Board of Trustees approval date:	
Proposed Implementation Date (month/year):	Fall 2016
Graduate online or Graduate Continuing Ed. Course:	Graduate online
CIP Code:	14.3501
Description of the Program and the Market Tuition Rate Process	
<p>This program will be based on the existing M.S. degree in Industrial Engineering program that is currently offered on campus. This industrial engineering M.S.-healthcare systems engineering track (IEMS-healthcare systems engineering track) will require completion of 30 credit hours of required courses (4) and prescribed elective courses (6), with all content delivered fully online.</p> <p>The market tuition was determined as follows:</p> <ul style="list-style-type: none"> • market studies by Apollidon, Inc. and EAB (Education Advisory Board) • comparison of four direct competitors' tuition costs, as well as their curricula and online availability • discussions with our industrial partners to understand the market need 	
Mission Alignment	
<p>Currently there is a widespread need among working healthcare systems professionals to acquire knowledge about methods for system redesign. There is no competing, fully-online program with a focus on systems engineering that can meet the nationwide demand from a broad range of place-bound healthcare professionals. A market-based program will provide the necessary resources for a higher level of program support. The IEMS-healthcare systems engineering track will require additional specialized instructors and support personnel. Moreover, course development will need to be continuous due to constant and fast-changing technology in the healthcare systems field. Healthcare companies have a need for their employees to be taught the latest technology, innovative processes, and system designs to increase efficiency, reduce error, and improve access and overall quality of care. Market rate tuition will provide support for attending seminars, conferences, and continuing education programs for the professional development that faculty members will require to attain the knowledge-base necessary to sustain the program. The higher level of funding provided by a market rate program will also provide the resources to recruit exceptional students and increase enrollment in the program. Under an online format, there need be no distinction between a student near UCF and one located hundreds of miles away or more, so a single rate is appropriate. Industrial and systems engineering tailored to the healthcare industry is focused on the application of its engineering-based tools to integrate resources, refine operations, and aid clinical decisions with the goal of making healthcare systems and processes consistent, high- quality, and cost-effective over the entire course of patient care. The ultimate goal is to engineer solutions to improve healthcare delivery processes and operations.</p>	

Attachment B
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

These goals are consistent with UCF's mission to meet societal needs through high-quality education that addresses pressing national challenges, and with the university's strategic plan. Furthermore, this new track directly supports the Florida Board of Governors performance metric for 2014-2015 (#8) to provide graduate degrees in areas of strategic emphasis, including the number of graduate degrees offered in STEM fields. The program also supports the Florida Board of Governors 2012-2025 Strategic Plan in that it will prepare and mobilize key human resources to address vital opportunities and challenges in Florida and across the U.S. to deliver much needed high-quality healthcare systems and operations at a reasonable cost. The results will lead to important advances in health, welfare, and the economy for citizens in Florida and beyond.

The program will also contribute to the Florida Board of Governors' goals for increased collaboration and external support, as well as increased community and business engagement through the involvement of the national businesses that support their employees' enrollment in this track and the interaction between UCF faculty members and new industrial partners. As an online program, the IEMS-healthcare systems engineering track directly supports the Florida Board of Governors' goals to increase the ratio of course sections offered via distance learning.

The IEMS-healthcare systems engineering track is also consistent with the UCF mission: The University of Central Florida is a public multi-campus, metropolitan research university that stands for opportunity. The university anchors the Central Florida city-state in meeting its economic, cultural, intellectual, environmental, and societal needs by providing high-quality, broad-based education and experience-based learning; pioneering scholarship and impactful research; enriched student development and leadership growth; and highly relevant continuing education and public service initiatives that address pressing local, state, national, and international issues in support of the global community.

In the Report To The President: Better Health Care And Lower Costs: Accelerating Improvement Through Systems Engineering, May 2014, the President's Council of Advisors on Science and Technology (PCAST) identified systems engineering as a method that "... has often produced dramatically positive results in the small number of health-care organizations that have incorporated it into their processes" "... systems-engineering knowhow must be propagated at all levels; PCAST recommends that the United States build a health-care workforce that is equipped with essential-systems engineering competencies that will enable system redesign."

The program is consistent with UCF's Goals:

Goal 2: Achieve international prominence in key programs of graduate study and research. In their market study, Apollidon, Inc. identified a strong interest for engineering programs from international students. Healthcare systems engineering embodies a global research agenda involving public and private institutions across the globe that publish results in numerous peer-reviewed journals and at multiple professional conferences across Asia, North America, and Europe.

Goal 4: Become more inclusive and diverse. The program will target a diverse population of working professionals from administrative, technical, clinical, and research communities.

Attachment B
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

Goal 5: Be America's leading partnership university. Healthcare systems engineering is an applied discipline, necessitating work being done in institutions, locations, and facilities that provide products and services to the bioscience and healthcare communities across the economy. Students in this program will need to engage and work in these areas, extending the reach of UCF as a global partner. The program offers potential differentiators that include partnerships and endorsements such as the following:

- partnerships are possible with corporations including Florida Hospital and VA Orlando Clinic, other VA hospitals, and other Florida-based healthcare providers
- partnerships with and endorsements from associations promoting education in the field including Health Systems Engineering Alliance, Society for Health Systems, Health Information & Management Systems Society, and other industrial engineering associations
- endorsements from international universities to accelerate international name recognition with students outside of the U.S.

Most of the candidate students who are likely to enroll in this program are expected to be working professionals already active in healthcare or related fields. The organizations in which they work will exhibit a regional presence well beyond Central Florida, or even Florida. Large concentrations of prospective students will come from major Central Florida employers including Florida Hospital, Veterans Affairs, and Siemens Healthcare that actually represent southeast regional, national, and international markets, respectively, and that extend beyond the traditional UCF student markets.

Declaratory Statement

The IEMS-healthcare systems engineering track will not increase the state's fiscal liabilities or obligations. Any unforeseen costs will be the responsibility of the College of Engineering and Computer Science using non-E&G funds. Further, the program will not displace any existing E&G funded degree program in industrial engineering.

Restrictions / Limitations

No restrictions, limitations, or conditions are anticipated beyond those already stipulated by the Florida Board of Governors' policy on market tuition.

Accountability Measures

Success of market tuition for the IEMS-healthcare systems engineering track will be measured using several metrics collected over a three-year review period, including

- number of Florida residents enrolled
- number of non-Florida residents enrolled
- program revenues relative to program costs
- student satisfaction with the program
- employer satisfaction with the program

Attachment B
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

- number of degrees conferred.

Course Availability

The IEMS-healthcare systems engineering track is an online program. All courses in this lockstep program will be offered in an appropriate cyclical manner. The graduate program director and department chair work closely to ensure sufficient staffing for all programs within the department.

No similar E&G coursework will be eliminated or scaled back. The core M.S. coursework is currently online and adding a track in healthcare systems engineering will enhance overall graduate enrollment with new students who would not otherwise have enrolled at UCF.

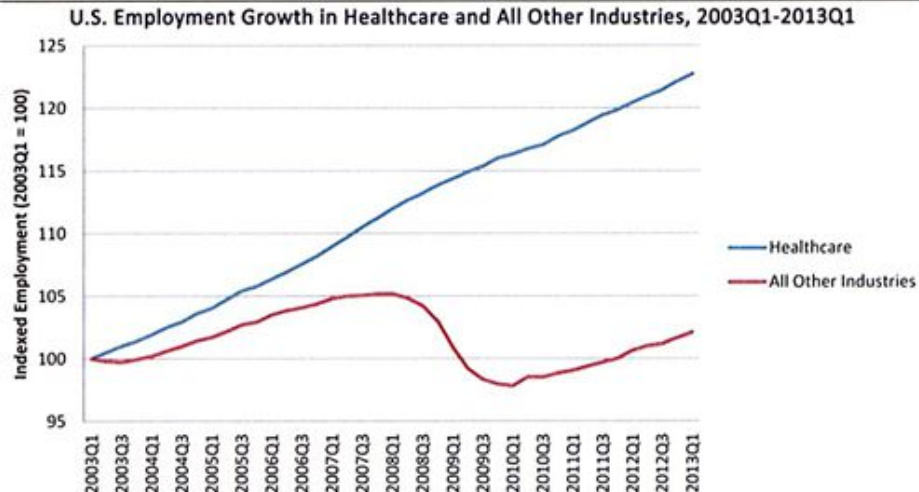
The courses in the IEMS-healthcare systems engineering track will be taught either by regular faculty members as part of their in-load teaching assignments or by adjunct faculty with especially strong qualifications to teach in this track. The revenue from students enrolled in the track will provide the funding for adjuncts teaching courses in the track and for reimbursing IEMS or the College of Health and Public Affairs for the time regular faculty members are devoted to the track.

Economic Impact

Tuition revenue from new enrollment will benefit the track by supporting high-quality instruction by exceptionally qualified faculty members and adjuncts, and IEMS by funding additional faculty positions, continuing professional development for faculty members teaching courses in the track, and graduate teaching assistantships that will be increasingly critical as the track grows. In addition, there is high-potential for developing a strong research and education partnership with the healthcare industry in Florida and elsewhere due to productive interactions between UCF faculty members and new industrial partners that address key issues facing the healthcare systems in the U.S.

The general growth in employment in the healthcare sector has been astonishing since 2003, as demonstrated in the following chart. This includes growth in all categories of employees from administrative to clinical.

Attachment B
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)



The continuing structural changes in the industry, such as implementation of the Affordable Care Act are also projected to add to employment in the healthcare sector. Educated industrial engineering professionals will continue to be valued in an industry that is experiencing this amount of growth and change, and where positive outcomes are so critical.

Salary Impact on Graduates

Salary data for process and quality careers is surveyed and published annually by the American Society for Quality. Their 2014 survey data includes salary data by job position that is specific to the healthcare sector. Positions that require an undergraduate degree or early career status (i.e., analyst, associate, or technician) currently pay median salaries of \$65,000, \$52,500, and \$66,000, respectively. Positions that require advanced degrees or extended tenure (i.e., process engineer, manager, supervisor, or quality engineer) are associated with notably higher median salaries of \$93,500, \$80,000, \$71,250, and \$76,470, respectively. For example, within organizations that include Six Sigma programs, Black Belts receive a median income of \$98,000, and Master Black Belts receive a median income of \$103,251. Although regional differences will drive variation in these numbers, it seems reasonable to estimate that students coming through this program will achieve salary benefits for themselves that could shift them from a base of \$50,000-\$75,000 up to \$70,000-\$95,000. This could provide program graduates an annual \$20,000 increase in income as much as ten years earlier than they might expect to achieve such income through career growth without earning the master's degree.

Need for the IEMS-Healthcare Systems Engineering Track

Healthcare systems consist of people, organizations, clinical systems, information technology systems, and materials whose combined action promote and restore the patient's health. The current healthcare systems are very complex; continually evolving and often fragmented. As discussed in the Report on *Building a Better Delivery System: A New Engineering/Health Care Partnership* by the National Academy of Engineering and Institute of Medicine (2005), applying systems engineering tools and methodologies is very much needed to improve efficiency, effectiveness, and equitable access to healthcare services in the United States.

Attachment B
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

Systems engineering can have a positive impact on mitigating the rising cost of healthcare, and the growing recognition of this fact will continue to create demand for qualified employees. Total U.S. health care expenditures were estimated to be \$2.9 trillion in 2013, and are projected to soar to \$3.4 trillion in 2016.

Anticipated revenue collection.

Based on the potential enrollment model below with each student enrolled for 30 credit hours over two years, and an estimated market rate tuition of \$1,200 per credit hour, the program's anticipated revenue is shown in a table below.

How the revenue will be spent:

The revenue generated from this program will be used to support all costs of delivering the program, including but not limited to instructional costs, program administration, student support services, career services, marketing and recruitment efforts, and classroom, facility, and technology upgrades necessary for student learning. It will also be used to support professional development for faculty and staff, and to support strategic college and university academic initiatives.

Will private vendors be used?

No private vendors will be used for this program. The department and college will collaborate with UCF's Division of Continuing Education to provide marketing and recruitment services for the new online IEMS-healthcare systems engineering track.

What budget entity will be used for the proposed program?

The IEMS-healthcare systems engineering track's budget will be administered by the Department of Industrial Engineering and Management Systems.

Other Information

The growing national and worldwide interest in healthcare systems engineering is being driven by the economics of cost and benefit in this significant portion of every national economy, and by the science prospects for personalized medicine through translational bench-to-bedside research. The need to reengineer, even reinvent, the healthcare sector to control cost and provide equitable access requires systems thinking and design at a level not historically evident in healthcare. The direct translation of genomic and proteomic analysis into the continuum of care has profound implications for population health and disease management in our society. Our future graduates can play a significant early role in these transitions.

Career Services and IEMS will maintain information about appropriate positions for students in this program and communicate that information to students in the program. This and other interactions with industry will continually inform the program of its relevance and centrality to the evolving healthcare field in Florida and the U.S. The program will adjust and strengthen in the future to ensure its sustained role in educating leaders and innovators in healthcare. The IEMS-healthcare systems engineering track will be up-to-date, responsive to developments in healthcare, and unique when compared to other degree options for healthcare professionals with strong technical and quantitative skills. Interest in the

Attachment B
State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)

program will not be limited to Florida and will include place-bound working professionals who need the flexibility of a fully online program to make an immediate difference in their workplaces and to develop themselves professionally so they can achieve their full potential. Given the unique program development, implementation and delivery, long-term sustainment, and continuous quality improvement requirements, and given a large, diverse, and widely scattered audience of healthcare professionals across the United States who will benefit from this program, as well as significant potential for international market outreach, offering such a critical program can be best accomplished under market rate tuition. Currently, there is no dedicated, fully online program with a focus on a systems engineering approach to healthcare delivery in Florida, and there are very few programs that can meet the nationwide demand from a broad range of place-bound healthcare professionals. This new program will also present many extensive opportunities for continuing future expansion of studies at the masters, doctoral, and post-doctoral levels in related disciplines.

Market rate tuition provides the financial resources necessary to offer a program large enough, and in a timely manner, to meet the anticipated market demand for this particular degree, including the resources necessary to develop and convert course materials, manage student recruitment, ensure continuing professional development of faculty members, and assure effective program delivery. The traditional mode of program delivery would not be sufficient to meet the anticipated program demand. Meeting this demand within our existing course framework could double or triple our enrollment loads. Therefore, the market rate option is the most appropriate pathway that is likely to result in a successful program launch in the next year. Constituents among the companies and individuals in our market space have become familiar with such market rate programs with many other academic institutions doing the same with great success.

ITEM: **FF-2**

**University of Central Florida
Board of Trustees**

SUBJECT: Refinancing of UCF Stadium Corporation Certificates of Participation Series 2006A and B

DATE: September 24, 2015

PROPOSED BOARD ACTION

Pursuant to the attached draft resolution, the UCF Stadium Corporation, formerly known as Golden Knights Corporation, is requesting approval to refinance the outstanding certificates of participation Series 2006A and 2006B.

The refunding of the Series 2006A certificates, which bear interest at a tax-exempt rate, is being undertaken to achieve debt service savings. The refunding of the variable-rate Series 2006B certificates, which bear interest at a taxable rate, are being converted to fixed-rate. Conversion from variable-rate to fixed-rate is permitted under the BOG debt management guidelines. Cash currently on deposit in the debt service reserve fund for the certificates will be used to refund a portion of the certificates.

BACKGROUND INFORMATION

In 2006, the corporation issued \$64,535,000 in certificates of participation to finance the construction of the football stadium. The project is operated and managed by the UCF Athletics Association, which has pledged additional revenues to strengthen the credit. In the event the debt-service coverage falls below 1.20 times, the university has agreed to support the cost of the project's utilities. Furthermore, if the debt-service reserve fund is drawn upon, the university agrees to replenish the amount from legally available revenues. The support agreement is being amended to clarify the university's obligations.

At the time the certificates are paid, the master-lease purchase agreement and the ground lease between the corporation and the Golden Knights Property Corporation will terminate. Therefore, at the time the revenue bonds are issued, the university will document the relationship between the university and the UCF Stadium Corporation, granting the corporation the right to pledge the revenues from the stadium to the bond trustee. The project will continue to be managed by the UCF Athletics Association pursuant to an amended and restated management agreement.

The outstanding principal on the certificates is currently \$50,890,000.

Supporting documentation: Draft Board of Trustees Resolution (Attachment A)
First Amendment to the Support Agreement
(Attachment B)
Operating Agreement (Attachment C)

Prepared by: John C. Pittman, Associate Vice President for Administration and
Finance, Debt Management

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

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE UCF STADIUM CORPORATION OF ITS REFUNDING REVENUE BONDS FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING INDEBTEDNESS; APPROVING THE FIRST AMENDMENT TO SUPPORT AGREEMENT AND AN OPERATING AGREEMENT IN CONNECTION WITH THE ISSUANCE BY THE UCF STADIUM CORPORATION OF ITS REFUNDING REVENUE BONDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, previously, the Golden Knights Corporation, now known as the UCF Stadium Corporation (the "Corporation") financed the construction of the football stadium (the "Football Stadium") with proceeds of its Certificates of Participation (Golden Knights Corporation Master Lease Program), Series 2006A Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Golden Knights Corporation (the "Series 2006A Certificates") and the Taxable Certificates of Participation (Golden Knights Corporation Master Lease Program), Series 2006B Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Golden Knights Corporation (the "Series 2006B Certificates" and together with the Series 2006A Certificates, the "Series 2006 Certificates"); and

WHEREAS, the Corporation has heretofore determined that due to lower interest rates and the opportunity to realize debt service savings by refunding the Series 2006 Certificates and converting the Series 2006B Certificates from a variable rate to a fixed rate, the most appropriate way of refinancing the Series 2006 Certificates is to issue its Refunding Revenue Bonds, Series 2015A (the "Series 2015A Bonds") and its Taxable Refunding Revenue Bonds, Series 2015B (the "Series 2015B Bonds" and together with the Series 2015A Bonds, the "Series 2015 Bonds") pursuant to the terms of a Trust Indenture, (the "Indenture") by and between the Corporation and the trustee named therein, (the "Trustee"); and

WHEREAS, the Golden Knights Corporation previously issued is Series 2014 Certificates of Participation (Golden Knights Corporation Master Lease Program), Series 2014 Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Golden Knights Corporation (the "Series 2014 Certificates") pursuant to a bank loan; and

WHEREAS, upon refunding of the Series 2006 Certificates, the Series 2014 Certificates will be exchanged for a Series 2015C Bond and remain on parity with the Series 2015 Bonds; and

WHEREAS, pursuant to the University of Central Florida Board of Trustee's (the "Board's") debt management guidelines, the Board is required to approve the issuance of debt by the Corporation; and

WHEREAS, payments due under the Series 2006 Certificates are currently secured by, among other things, payments to be made by the University of Central Florida (the "University")

pursuant to that certain Support Agreement (Football Stadium Financing), dated as of August 1, 2006 between the Corporation, the University and the Golden Knights Property Corporation (the "Support Agreement"); and

WHEREAS, the Corporation has requested that the University enter into that certain First Amendment to Support Agreement (Football Stadium Financing) (the "First Amendment") to clarify that the Board's obligations cover not only the Series 2006 Certificates but include obligations issued to refund the Series 2006 Certificates which includes the Series 2015 Bonds; and

WHEREAS, upon the refinancing of the Series 2006 Certificates the Board desires that the UCF Athletics Association, Inc. (the "Association") to continue to operate the Football Stadium and has requested that the Board enter into an Operating Agreement by and among the Board, the Corporation, and the Association and to provide for, among other things, operation of the Football Stadium by the Association; and

NOW, THEREFORE, BE IT RESOLVED by the University of Central Florida Board of Trustees:

Section 1. The aforementioned Recitals are incorporated herein by reference and made a part hereof.

Section 2. The First Amendment and the Operating Agreement (collectively, the "University Documents"), in substantially the forms presented to the Board at this meeting, are hereby authorized and approved.

Section 3 The President of the University or the Vice President for Administration and Finance, or their respective designee, are both hereby authorized to execute the University Documents and deliver them to the Corporation.

Section 4. The Board hereby approves the issuance of the Series 2015 Bonds for the purpose of refinancing the Series 2006 Certificates.

Section 5. The President and the Vice President for Administration and Finance are hereby authorized to take all actions and steps, to execute all instruments, documents, and contracts, and to take all other actions as they may deem necessary or desirable, consistent with this resolution and in connection with the delivery of the University Documents and refunding of the Series 2006 Certificates and the issuance of the Series 2015 Bonds.

Section 6. This Resolution shall take effect immediately upon its adoption.

Adopted this _____ day of September, 2015.

**FIRST AMENDMENT TO SUPPORT AGREEMENT
(Football Stadium Financing)**

THIS FIRST AMENDMENT TO SUPPORT AGREEMENT ("Agreement") is made and entered into as of the 1st day of December, 2015 by and between **THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, a public body corporate, (the "University") and the **UCF STADIUM CORPORATION**, formerly known as the Golden Knights Corporation, a not-for-profit Florida corporation and certified as a direct support organization of the University ("Stadium Corporation").

WHEREAS, the University previously entered into that certain Ground Lease Agreement dated as of August 1, 2006 (the "Ground Lease"), pursuant to which the University, among other things, leased to Golden Knights Property Corporation ("GKPC") certain real property described in the Ground Lease (the "Property"); and

WHEREAS, the Golden Knights Corporation and the GKPC entered into a Master Lease-Purchase Agreement, dated as of August 1, 2006 (the "Master Lease"), between GKPC, as Lessor, and the Golden Knights Corporation, as Lessee; and

WHEREAS, the Golden Knights Corporation issued its Certificates of Participation (Golden Knights Corporation Master Lease Program), Series 2006A Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Golden Knights Corporation (the "Series 2006A Certificates") and the Taxable Certificates of Participation (Golden Knights Corporation Master Lease Program), Series 2006B Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Golden Knights Corporation (the "Series 2006B Certificates" and together with the Series 2006A Certificates, the "Series 2006 Certificates"), the proceeds of which were used to finance the costs of the acquisition, construction and installation of a football stadium (the "Football Stadium"); and

WHEREAS, the University, the Golden Knights Corporation and GKPC previously entered into that certain Support Agreement, dated as of August 1, 2006 whereby the University agreed to provide certain financial and other support in connection with the Series 2006 Certificates (the "Original Support Agreement"); and

WHEREAS, the Stadium Corporation now desires to prepay and refund all of the Series 2006 Certificates by issuing its UCF Stadium Corporation Refunding Revenue Bonds, Series 2015A (the "Series 2015A Bonds") and its UCF Stadium Corporation Taxable Refunding Revenue Bonds, Series 2015B (the "Series 2015B Bonds" and together with the Series 2015A Bonds, the "Series 2015 Bonds") pursuant to the terms and provisions of the Trust Indenture dated as of July 1, 2015 (the "Indenture") between the Stadium Corporation and [____], as trustee (the "Trustee"); and

WHEREAS, in order to facilitate a reduction in the overall cost of borrowing by the Stadium Corporation in connection with the issuance of the Series 2015 Bonds, the University has agreed to continue to provide certain financial support, utilities, and other services as

provided in the Original Support Agreement for the benefit of the Stadium Corporation the holders of the Series 2015 Bonds and any Reserve Product Provider for the Series 2015 Bonds and any Additional Bonds issued as refunding bonds for the Series 2015 Bonds under Section 2.14 of the Indenture, all as set forth hereinafter; and

WHEREAS, the Stadium Corporation and the University now desire to amend certain provisions of the Original Support Agreement as provided herein to clarify and confirm that the terms and conditions set forth therein apply to the Series 2015 Bonds.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth hereinafter, the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I RECITALS AND DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Original Support Agreement and the Indenture, as now and hereafter amended, modified or supplemented.

ARTICLE II AMENDMENTS

SECTION 2.01 Section 2.01 of the Original Support Agreement is amended and restated in its entirety as follows:

“UTILITIES. As long as the Series 2015 Bonds remain Outstanding pursuant to the Indenture, the University hereby agrees to provide and deliver to the Football Stadium, to the boundary line of the Property, potable water, sewer, electricity, chilled water for air conditioning, telephone lines, telecommunications, cable, data, and such other utilities as are made available by the University, or provided by the University, to other University facilities, projects or properties on the University campus, for so long as and to the extent that the University provides the same to other University facilities, projects or properties on the University campus. The University also agrees to provide exterior garbage collection and removal services to the Football Stadium. Additionally, the University agrees to provide storm water retention and detention as reasonably necessary to support the Property and the Football Stadium.”

SECTION 2.02 Section 2.02 of the Original Support Agreement is amended and restated in its entirety as follows:

“FINANCIAL SUPPORT. Pursuant to the Indenture, the Trustee established a Debt Service Reserve Fund for the Series 2015 Bonds. The University agrees and covenants to transfer to the Trustee funds in an amount equal to the Deficiency Amount (defined below) as limited below, in the event the Trustee notifies the University that amounts (a) have been drawn from the Series 2015 Subaccount of the Debt Service Reserve Fund and used to pay the principal of or interest on the Series 2015 Bonds and/or (b) have been paid under or in

connection with a municipal bond debt service reserve insurance policy (the "Reserve Product") securing the Series 2015 Bonds in respect of principal of or interest on such Series 2015 Bonds (such amounts paid, interest thereon and any fees and expenses of the Reserve Product Provider in connection therewith being "Deficiency Amounts"); provided that the University's Deficiency Amounts obligation shall be limited to the maximum annual debt service for the Series 2015 Bonds, it being understood that failure by the University to pay a Deficiency Amount in the year in which it was incurred will not reduce the amount payable in any subsequent year. For the avoidance of doubt, the parties hereto agree that University's Deficiency Amount obligation hereunder in any year shall include (i) any Deficiency Amount incurred in the then current year up to the maximum annual debt service for the Series 2015 Bonds with respect to the current year Deficiency Amount, plus (ii) any unpaid Deficiency Amount incurred in any prior year(s).

Upon receipt of notice from the Trustee as provided above and subject to the next paragraph, the University covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from all Legally Available Revenues, as herein after defined, an amount equal to the Deficiency Amount. Upon being appropriated, and no later than five Business Days prior to the debt service payment coming due, the University shall transfer to the Trustee, the Deficiency Amount for deposit in the Series 2015 Subaccount of the Debt Service Reserve Fund and/or to reimburse the Reserve Product Provider for amounts paid under or in connection with the Reserve Product, including, but not limited to, interest on amounts drawn, and any fees and expenses of the Reserve Product Provider as set forth in [Section 5.07 of the Indenture]. Such covenant and agreement on the part of the University to budget and appropriate such amounts of Legally Available Revenues shall be absolute and unconditional, free from deductions and without any offset, recoupment, diminution or set-off whatsoever. In addition, such covenant and agreement on the part of the University to budget and appropriate such amounts of Legally Available Revenues shall be cumulative to the extent not paid to the Trustee, and a continuing obligation until such Legally Available Revenues are appropriated and paid to the Trustee in amounts sufficient to pay the Deficiency Amount and/or to reimburse the Reserve Product Provider for amounts paid under or in connection with the Reserve Product, including, but not limited to, interest on amounts drawn, and any fees and expenses of the Reserve Product Provider, subject to the limitation described in the immediately preceding paragraph. No lien upon or pledge of such budgeted Legally Available Revenues shall be in effect until such monies are budgeted, appropriated and deposited into the Series 2015 Subaccount Debt Service Reserve Fund. The University further acknowledges and agrees that the obligations of the University to include Deficiency Amounts in each of its annual budgets and to pay such Deficiency Amounts from Legally Available Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not preclude the University from pledging in the future its Legally Available Revenues, nor does it require the University to levy and collect any particular Legally Available Revenues, nor does it give the holder of the Series 2015 Bonds a prior claim on the Legally Available Revenues as opposed to claims of general creditors of the University. Such covenant to budget and appropriate Legally Available Revenues is subject in all respects to the prior payment of obligations secured by a pledge of certain auxiliary enterprise funds, indirect cost reimbursement and investment earnings comprising Legally Available Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the University hereunder shall be payable from the portion of Legally Available Revenues budgeted and

25102/022/01039443.DOCv3

appropriated as provided for hereunder and nothing herein shall be deemed to pledge any funds appropriated by the State of Florida to the University or to permit or constitute a mortgage or lien upon any assets owned by the University or the State of Florida. Notwithstanding any provisions of this Agreement to the contrary, the University shall never be obligated to maintain or continue any of the activities of the University which generate user service charges, regulatory fees or any Legally Available Revenues. Except as provided above, neither this Agreement nor the obligations of the University hereunder shall be construed as a pledge of or a lien on all or any Legally Available Revenues of the University or the State of Florida, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the students, faculty and administration of the University.

For purposes of this Agreement, Legally Available Revenues shall initially mean those funds collected and deposited into the University's various auxiliary enterprise funds, existing fund balances from such auxiliary enterprise funds, indirect cost reimbursement from research contract and grant revenues, as well as, existing fund balances from research contract and grant enterprise funds (subject to any restrictions contained in the associated research contract or grant) and the investment earnings on the University's pooled investments account [and amounts on deposit in the Surplus Fund established under the Indenture]. The University shall also include other revenues that may become legally available to the University on any date hereafter as Legally Available Revenues for the purpose of meeting its obligations hereunder.

In determining the amount of Legally Available Revenues for the immediately prior Fiscal Year, the Authorized Officer shall take into account the amount by which Legally Available Revenues would have increased during such prior Fiscal Year if or as a result of: (i) any rate increase approved by the University Board of Trustees in the prior Fiscal Year shall be treated as if such rate increase was in effect for the entire Fiscal Year, (ii) any rate increase or imposition of a new rate, fee or charge approved by the University Board of Trustees in the prior Fiscal Year and not effective until the current Fiscal Year shall be treated as if such rate, fee or charge was in effect for the entire prior Fiscal Year, and (iii) revenues from rates, fees and charges based on enrollment may be adjusted by applying the enrollment projected for the current Fiscal Year on the services, charges or other deliverables for the prior Fiscal Year. "

SECTION 2.03 Section 2.03(b) of the Original Support Agreement is amended and restated in its entirety as follows:

"(b) It is anticipated that from time to time the University will conduct events at the Football Stadium and will need to provide parking for attendees of these events in surface parking facilities or structured parking facilities owned by the University and not otherwise being used by the University during such events. The University agrees to permit the Stadium Corporation to use such parking facilities. The University agrees to charge rates at the level and amount requested by the Stadium Corporation and agrees to remit to the Trustee, 75% of the revenues collected during the event ("Event Parking Revenues"), provided, however, the University shall not be required to transfer such Event Parking Revenues to the extent a shortfall exists in its required deposits under the resolution authorizing the outstanding Parking Facility Revenue Bonds. Event Parking Revenues do not include hang tag revenues, parking meter revenues or other fees and charges collected by the University for use of such parking facilities during normal operating hours."

SECTION 2.04 Section 3.02 of the Original Support Agreement is amended and restated in its entirety as follows:

“WAIVER OR DEFERRAL OF CHARGES. The University hereby agrees, to the extent permitted by law, that in the event [System Revenues] available to pay debt service on the Series 2015 Bonds is expected to be less than 1.20 times the debt service payments for the succeeding Fiscal Year, based on the annual budget of the Football Stadium, prepared by the Stadium Corporation in accordance with the provisions of the Indenture, the University shall defer collecting from the Stadium Corporation any amount for all operating and maintenance expenditures until such time as the [System Revenues] available for debt service on the Series 2015 Bonds based on the current annual budget, as amended, is no less than 1.20 times debt service payments for the succeeding Fiscal Year. Any charges deferred or paid pursuant to this provision may be reimbursed to the University from any amounts subsequently available in the Surplus Fund.”

SECTION 2.05 Article XV **“THIRD-PARTY BENEFICIARY”** is amended and restated in its entirety as follows:

“The Reserve Product Provider is a third-party beneficiary of this Agreement, provided the Reserve Product Provider is not in default of its obligations under the Reserve Product and no amendment to this Agreement will be valid or binding without the prior written consent of the Reserve Product Provider.”

SECTION 2.06 Article XVI of the Original Support Agreement is amended and restated in its entirety as follows:

“TERM OF AGREEMENT. This Agreement shall terminate at such time as the Series 2015 Bonds or any Additional Bonds issued as refunding Bonds under the Indenture are no longer be Outstanding under the provisions of the Indenture and all obligations hereunder have been satisfied.”

SECTION 2.07 All references to the Series 2006 Certificates in Articles II through XVI of the Original Support Agreement are deemed to mean the Series 2015 Bonds and all references to “GKC” are deemed to mean the Stadium Corporation.

ARTICLE III COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

ARTICLE IV ORIGINAL SUPPORT AGREEMENT

Except as amended and modified herein, the Original Support Agreement shall remain in full force and effect.

Board of Trustees Meeting - Items

Attachment B

IN WITNESS WHEREOF, the University and the Stadium Corporation have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

UNIVERSITY OF CENTRAL FLORIDA,
on behalf of its Board of Trustees

Print Name: _____

By: _____
Name: Dr. John C. Hitt
Title: President

Print Name: _____

UCF STADIUM CORPORATION,
a not-for-profit Florida corporation

Print Name: _____

By: _____
Name:
Title:

Print Name: _____

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this “Agreement”), effective as of the 1st day of December, 2015, is between The University of Central Florida Board of Trustees (the “University”) a public body corporate of the State of Florida and the UCF Stadium Corporation (the “Corporation”) a Florida not-for-profit corporation and certified as a direct support organization of the University.

WITNESSETH:

Previously, the University granted the Corporation an interest in certain property pursuant to a ground lease agreement (the “Ground Lease”) upon which the Corporation constructed the Football Stadium (the “Football Stadium”) with the proceeds of the Certificates of Participation (Golden Knights Corporation Master Lease Program), Series 2006A Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Golden Knights Corporation (the “Series 2006A Certificates”) and the Taxable Certificates of Participation (Golden Knights Corporation Master Lease Program), Series 2006B Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Golden Knights Corporation (the “Series 2006B Certificates” and together with the Series 2006A Certificates, the “Series 2006 Certificates”).

Pursuant to the provisions of the Master Lease Purchase Agreement, the Corporation had covenanted to operate and maintain the Football Stadium.

The Corporation now desires to refinance the Series 2006 Certificates through the issuance of its UCF Stadium Corporation Refunding Revenue Bonds, Series 2015A (the “Series 2015A Bonds”) and its UCF Stadium Corporation Taxable Refunding Revenue Bonds, Series 2015B (the “Series 2015B Bonds” and together with the Series 2015A Bonds, the “Series 2015 Bonds”) pursuant to a Trust Indenture, dated as of December 1, 2015 (the “Indenture”) by and between the Corporation and the Bank of New York Mellon Trust Company, N.A. (the “Trustee”).

Upon prepayment in full of the Series 2006 Certificates, the Ground Lease and the Master Lease will terminate and the ownership of the Football Stadium will revert to the University by operation of law; however the University desires the Corporation continue to operate and maintain the Football Stadium and pledge revenues generated by and through such operation to secure the Series 2015 Bonds.

The UCF Athletics Association, Inc. (the “Association”) will manage the Football Stadium on behalf of the Corporation and deposit certain revenues of the Football Stadium with the Trustee pursuant to the terms of that certain Amended and Restated Management and Use Agreement (Football Stadium) by and between the Corporation and the Association, as Manager, dated as of December 1, 2015 (the “Management Agreement”).

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture.

In consideration of the premises, and of the mutual covenants and agreements set forth below, the Corporation and the University enter into this Agreement upon the following terms and conditions:

1. Description of the Property. The Football Stadium is located on the main campus of the University in Orlando, Florida.

2. Term. The term of this Agreement shall be for a term of [] years but in no event shall this Agreement be terminated prior to the time that all Bonds, and all other amounts due under the Indenture have been paid in full (the "Term"). The Corporation agrees to operate the Football Stadium as provided herein and the University agrees to make the payments (as described below) to the Corporation and the Trustee, as assignee.

3. Payments by the University. The University agrees to pay to the Corporation \$[] received from, including, but not limited to, game day and football season ticket sales, Concession Revenues and a percentage of merchandise sales calculated based on [].

4. Financial Statements. The Corporation shall cause to be delivered to the University and the Trustee, so long as Bonds remain Outstanding, within the meaning of the Indenture, audited annual financial reports of the Corporation prepared by certified independent auditors. Such annual reports shall be prepared in accordance with generally accepted auditing standards and on an accrual basis and shall be filed with the University no later than 10 days following the receipt by the Corporation of such reports.

In addition the Corporation shall deliver or cause to be delivered to the Trustee:

(i) the annual budget (the "Annual Budget") within 30 days following adoption of such budget by the University;

(ii) concurrently with the delivery of the audited financial statements referred to above, a compliance certificate signed by the Corporation's President or its designee, demonstrating compliance or lack thereof with the provisions of this Agreement and indicating whether an Event of Default has occurred under the Indenture and, if so, what actions the Corporation proposes to take to cure such Event of Default; and

(iii) with reasonable promptness, such other financial data relating to the Corporation and the Football Stadium as the University or the Trustee may reasonably request in writing.

5. Management of Football Stadium. The parties agree that the Association shall be solely responsible for management of the Football Stadium pursuant to the terms of the Management Agreement. The University hereby assigns its rights, title and interests in the Pledged Revenues to the Corporation for the benefit of the holders of the Bonds issued under the Indenture, including the Series 2015 Bonds. The University agrees and grants the Corporation the right to pledge the Pledged Revenues to secure repayment of the Bonds.

6. Maintenance of Improvements. The Corporation shall cause the Association to maintain the Football Stadium in good condition and repair in accordance with the terms of the Management Agreement.

7. Liability/Insurance. The Corporation assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the Corporation and its officers, employees, servants, and agents thereof while acting within the scope of their agency or employment with the Corporation; provided, however, the parties acknowledge that the Association shall maintain insurance coverage as provided in the Management Agreement. The Corporation and the University agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State Florida beyond the waiver provided in Section 768.28, Florida Statutes. In addition, the Corporation shall maintain liability and property coverage in an amount required by its risk management policies during the term of this Agreement.

8. Prohibitions Against Liens. Except as otherwise provided in the Indenture each of the Corporation and the University hereby covenant and agree that it will not grant any liens, charges, encumbrances or assignments on the Pledged Revenues. The Corporation and the University shall cause any liens, charges, encumbrances or assignments placed upon the Pledged Revenues not otherwise permitted herein to be immediately removed upon request of the University, the Corporation or the Trustee.

9. Notices. All notices given under this Agreement shall be in writing and shall be served by certified mail to the last address of the party to whom notice is to be given, as designated by such party in writing. The Corporation and the University hereby designate their address as follows:

The University:

University of Central Florida
4000 Central Florida Blvd.
Orlando, Florida 32816
Attention: William F. Merck, II, Vice President,
Administration and Finance

with a required copy to:

University of Central Florida
4000 Central Florida Blvd.
Orlando, Florida 32816
Attention: General Counsel

The Corporation:

University of Central Florida
4000 Central Florida Blvd.
Orlando, Florida 32816
Attention: William F. Merck, II
Secretary/Treasurer

with a required copy to:

University of Central Florida
4000 Central Florida Blvd.
Orlando, Florida 32816
Attention: General Counsel

10. Inspection. The University shall have the right, at any and all reasonable times, to enter upon the Football Stadium for the purpose of making inspections to determine whether the Corporation is complying with the terms of this Agreement.

11. Non-Discrimination. The Corporation shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Football Stadium.

12. Governing Law/Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Venue for any litigation arising from matters relating to this Agreement shall be in Orange County, Florida.

13. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

14. Binding Effect and Inurement. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as consent by the University to any assignment of this Agreement or any interest therein by the Football Stadium except to the Trustee under the Indenture. The Trustee is recognized as and shall be deemed to be a third party beneficiary of this Agreement and may enforce the provisions of this Agreement as if it were a party hereto.

15. Duplicate Originals. This Agreement is executed in duplicate originals each of which shall be considered an original for all purposes.

16. Partial Invalidity. If any term, covenant, condition or provision of this Agreement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. Entire Understanding. This Agreement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the parties hereto.

18. Section Captions. Articles, subsections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions thereof.

19. Assignment. This Agreement shall not be assigned by the Corporation or University in whole or in part without the prior written consent of the University. Any assignment made either in whole or in part without the prior written consent of the University shall be void and without legal effect. Notwithstanding the foregoing, the Corporation may assign or pledge this Agreement to the Trustee as security for the Series 2015 Bonds issued to prepay and refund the Series 2006 Certificates.

20. No Waiver of Breach. The failure of the University to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this Agreement shall not be construed as a waiver of such covenants, terms and conditions, and the same shall continue in full force and effect, and no waiver of the University of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the University.

21. Damage to Football Stadium. If any damage to the Football Stadium results from any act or negligence of Corporation, the University may at the University's option repair such damage, and the Corporation will thereupon reimburse to the University the total cost of such repairs and damages to the Football Stadium to the extent allowed by law; provided, however, that the University waives any right of action against the Corporation for any loss or damage to the Football Stadium resulting from fire or other casualty by such act or negligence if the University's insurance policy covers such loss or damage and permits such a waiver and the University actually receives reimbursement for such loss or damage pursuant to such insurance policy.

22. Obligations Limited. The Corporation's obligation hereunder does not constitute a debt, liability or general obligation of the Corporation, the University, the State or any political subdivision of the State, or a pledge of the faith and credit or taxing power of the Corporation, the University, or the State or any political subdivision of the State. Neither the Corporation nor the State shall be obligated or required to levy any ad valorem taxes on any property to pay the principal, premium, if any, or interest on the Series 2015 Bonds or to make payments under this Agreement except from the Pledged Revenues pledged for the payment thereof, in the manner and on the conditions contained in the Indenture. Neither the Series 2015 Bonds nor this Agreement shall constitute or create a lien upon property owned by the Corporation or the University or situated within the territorial limits of the State of Florida.

Attachment C

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first written above.

UCF STADIUM CORPORATION, a Florida
not for profit corporation

By: _____
Name:
Title:

**THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**, a public body
corporate

By: _____
Name: William F. Merck, II
Title: Vice President for Administration
and Finance

**University of Central Florida
Board of Trustees**

SUBJECT: Acquisition of Partnership IV Facility From Leidos and Cowperwood

DATE: September 24, 2015

PROPOSED BOARD ACTION

Approve the purchase and sale agreements and subsequent acquisition of the property located at 12809 Science Drive, Orlando, Florida, for the Partnership IV facility to further enhance the government modeling and simulation technology expansion, subject to satisfactory due diligence investigation and completed conditions contained within the agreements.

BACKGROUND INFORMATION

The University of Central Florida received a \$20 million appropriation from this legislative session to expand UCF's partnership with the military. Under the proposed transaction, UCF would serve as the acquiring agency to secure the ground lease from Leidos Realty, LLC, and the vertical improvements from Cowperwood Orlando I, LLC, for complete ownership in the name of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The property would be for the use and benefit of UCF. The total purchase price is estimated to be \$14.05 million, subject to an appraisal.

The purchase and sale agreement will require approval from the State of Florida. A subsequent 90-day due-diligence period and a series of conditions must be completed prior to closing, including simultaneous acquisition of both portions of the property.

Supporting Documentation: Leidos Realty, LLC Purchase and Sale Agreement (Attachment A)
Cowperwood Orlando I, LLC Purchase and Sale Agreement
(Attachment B)

Prepared by: Jennifer Cerasa, Associate General Counsel

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

PURCHASE AND SALE AGREEMENT

Between

LEIDOS REALTY, LLC,

as Seller,

and

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA,**

as Purchaser,

and

**UNIVERSITY OF CENTRAL FLORIDA,
A PUBLIC UNIVERSITY, ON BEHALF OF ITS BOARD OF TRUSTEES**

as Acquiring Agency

August ____, 2015

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “*Agreement*”) is made and entered into as of the Effective Date specified below, by and between LEIDOS REALTY, LLC, a Delaware limited liability company (“*Seller*”), and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (“*Trustees*”) for the use and benefit of the UNIVERSITY OF CENTRAL FLORIDA, a public university, on behalf of its Board of Trustees (“*Acquiring Agency*”). Trustees and Acquiring Agency are referred to jointly as “*Purchaser*”. Trustees’ agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection (“*DSL*”).

Recitals

This Agreement is made with respect to the following facts:

A. Seller owns the following described property (the “*Property*”):

(1) The fee simple interest in that certain real property located in the City of Orlando, Orange County, Florida, as described in Schedule 1 to this Agreement (the “*Land*”), subject to that certain Ground Lease Agreement dated December 29, 2005 between Cowperwood Orlando I, LLC, a Florida limited liability company (“*Ground Tenant*”) and Campus Point Realty Corporation, a California corporation as evidenced in the Memorandum of Lease recorded July 27, 2006 in Official Records Book 8774, Page 4935, Public Records of Orange County, Florida (the “*Ground Lease*”), together with all reversions, remainders, easements, rights-of-way, appurtenances, agreements, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with the Land or the Improvements (as hereinafter defined);

(2) Any interest of Seller arising under Florida law, or from the Ground Lease, in the improvements located on the Land, including that certain 83,931 square foot, more or less, office building (the “*Building*”) and all fixtures therein (such Building and fixtures are hereinafter collectively referred to as the “*Improvements*”), excluding, however, any such improvements or fixtures which are owned by the subtenants under the below-described Subleases in accordance with the provisions thereof. The Land and the Improvements are located at 12809 Science Drive, Orlando, Florida and are hereinafter collectively referred to as the “*Real Property*”;

(3) Any interest of Seller arising under Florida law, or from the Ground Lease, in the subleases and other occupancy agreements for space in the Building, including all rent, income and proceeds therefrom and security and other deposits made thereunder, and all amendments or modifications thereto and guaranties thereof, which subleases, amendments, modifications and guaranties are described on Schedule 2 attached hereto (the “*Subleases*”);

(4) All right, title and interest of Seller in and to all governmental permits, licenses, certificates and authorizations, including, without limitation, certificates of occupancy,

relating to the construction, use or operation of the Real Property, to the extent the same may be lawfully assigned to Purchaser (the “*Permits*”);

(5) All right, title and interest of Seller in and to all site plans, surveys, plats, plans, soil and substratus studies, architectural, construction, road, drainage and utility drawings, plans and specifications, engineering plans and studies, landscape plans, and other plans and studies of any kind if existing and in Seller’s possession, to the extent that they relate to the Real Property and are assignable (the “*Plans*”); and

(6) Any and all rights, privileges and appurtenances owned by Seller and in any way related to, or used in connection with, the operation of the Real Property, other than the Ground Lease, the Subleases, Permits and Plans (collectively, the “*Intangible Property*”).

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller the Property on the terms and conditions hereinafter set forth.

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property. Pursuant to the provisions of section 253.025, Florida Statutes, no agreement to acquire an interest in real property for purposes of chapter 253, Florida Statutes, with a purchase price of greater than \$100,000, may bind the state until the agreement has been submitted to and approved by the Trustees. As a result, this Agreement becomes legally binding on Trustees only upon approval of this Agreement at a scheduled meeting of the Governor and Cabinet sitting as the Trustees. In addition, the Acquiring Agency must obtain approval of its Board of Trustees. As a result, this Agreement becomes legally binding on Acquiring Agency only upon its approval of the Agreement.

Seller understands and agrees that Purchaser’s obligation to purchase the Property is contingent upon Purchaser simultaneously closing on the acquisition of the Improvements from Ground Tenant and the interest of Ground Tenant in the Ground Lease (the “Ground Lease Acquisition”), as further described in Section 10 below. In the event that Purchaser is unable for any reason to close on the Ground Lease Acquisition and terminate the Ground Lease and Sublease(s) at Closing, then Purchaser may terminate this Agreement, the Initial Deposit shall be returned to Acquiring Agency, this Agreement shall terminate and Purchaser shall be relieved from any further liability hereunder, except for the Surviving Obligations.

2. **Purchase Price.** The purchase price for the Property (the “*Initial Purchase Price*”) will be Three Million Four Hundred Thousand and No/100ths U.S. Dollars (\$3,400,000.00) subject to any adjustments, credits or prorations provided herein, and payable as follows:

2.1. Deposit. Twenty Five Thousand and No/100ths U.S. Dollars (U.S. \$25,000.00) (which amount, together with all interest earned thereon, is hereinafter called the “*Initial Deposit*”), will be paid by Acquiring Agency to Philip L. Logas, P.A., as escrow agent (“*Title Company*”) by wire transfer of immediately available funds within two (2) business days following the Effective Date. No later than the expiration of the Inspection Period (as defined below), if Purchaser elects to proceed with the purchase of the Property, then Acquiring Agency will make an additional deposit to Title Company in the amount of Seventy Five Thousand and No/100ths U.S. Dollars (U.S. \$75,000.00) (the “*Additional Deposit*”). The Initial Deposit and the Additional Deposit are referred to herein collectively as the “*Deposit*”. Title Company will place the Deposit in an interest-bearing account.

2.2. Status of Deposit. If Purchaser elects to proceed with the purchase of the Property, then Acquiring Agency shall pay the Additional Deposit at any time prior to the termination of the Inspection Period, at which time both the Initial Deposit and the Additional Deposit shall become non-refundable except in the event of a default by Seller, the failure to satisfy a Closing Condition, as hereinafter defined or the inability of Seller to render marketable title. Both the Initial Deposit and the Additional Deposit will be applied to the Purchase Price at Closing.

2.3. Cash at Closing. Upon Closing of the transaction contemplated by this Agreement (“*Closing*”), Acquiring Agency shall deliver into escrow with Title Company, by wire transfer of immediately available funds, the balance of the Purchase Price, subject to the adjustments and prorations provided for herein. Seller hereby authorizes Acquiring Agency to issue payment for the Purchase Price directly to Title Company who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the Title Company to pay Seller’s expenses of sale and real estate taxes at Closing.

2.4. Approved Value Contingency. The Initial Purchase Price is subject to adjustment in accordance with paragraph 2.5. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with section 253.025, Florida Statutes (“*DSL Approved Value*”). The determination of DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL’s approval of the survey required in paragraph 3.1.1. If funds in the amount of the Purchase Price are not available to the Acquiring Agency by the Closing, the Closing Date may be extended until such funds become available, not to exceed 60 days after the original Closing Date.

Acquiring Agency agrees that the Trustees shall take fee simple title to all of the Property at the Closing notwithstanding that Acquiring Agency is required to pay all of the Purchase Price. Seller shall convey its entire interest in the Property to the Trustees at Closing in accordance with the provisions of this Agreement. The Purchase Price is the sole responsibility of the Acquiring Agency and the Trustees shall have no obligation under this Agreement to provide any portion of the Purchase Price, and Seller shall have no recourse whatsoever, at law or equity, against the Trustees or the Property relating to the Purchase Price.

2.5. Adjustment of Purchase Price. If, prior to Closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the “*Final Adjusted Purchase Price*”). If the Final Adjusted Purchase Price is less than 99% of the Initial Purchase Price because of the adjustment provided for in this paragraph 2.5., Seller shall, in Seller’s sole discretion, have the right to terminate this Agreement and no party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller’s election to terminate this Agreement within 10 days after Seller’s receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of DSL’s written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price. The Final Adjusted Purchase Price as calculated in this paragraph 2.5 is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 2.5, are hereinafter referred to as the “Purchase Price”.

3. Purchaser’s Investigations.

3.1. Seller’s Deliveries. Within ten (10) days after the Effective Date (except as expressly provided to the contrary below), Seller will deliver or cause to be delivered to Purchaser the following (together with any information subsequently delivered by Seller to Purchaser, the “*Property Information*”):

3.1.1. Survey. A copy of the most recent survey of the Real Property in the possession or control of Seller (the “*Survey*”), if any. In addition, Purchaser shall have the right to obtain, at Acquiring Agency’s sole cost and expense, either an update to the Survey or a new ALTA/ACSM Land Title Survey in form and content satisfactory to Purchaser.

3.1.2. Copies. Copies of the following: the Ground Lease; all written Permits, if any; the Plans, if any; property tax bills for the current year and the previous (2) years; and Seller’s most recent Phase I environmental report and soils report, if any.

3.2 Title Insurance Commitment. Within twenty (20) days after the Effective Date of this Agreement, Purchaser shall obtain, at Acquiring Agency’s sole cost and expense, a current title insurance commitment issued by the Title Company as agent for Fidelity National Title Insurance Company (“*Title Underwriter*”), including legible copies of all recorded exceptions to title referred to therein (collectively, the “*Title Commitment*”). Purchaser will review the Title Commitment as part of its investigations hereunder and will have the right to negotiate with Title Company in order to cause Title Company to modify the Title Commitment to reflect only those exceptions to title that are acceptable to Purchaser. In addition, Purchaser shall have until the expiration of the Inspection Period (hereinafter defined) to review the Title Commitment and the Survey. If the Title Commitment shall reflect any exception to which Purchaser delivers written objection on or before expiration of the Inspection Period, Seller shall, at its sole option, notify Purchaser, within five (5) business days of Purchaser’s notice of objections, that it elects to either (x) attempt to cure the objectionable item(s), in which case

Seller shall have until the Closing Date to make such cure, or (y) not to attempt to cure such objectionable items. Seller will be deemed to have elected option (y) above if Seller does not provide a notice within such five (5) business day period. If Seller elects (or is deemed to have elected) either option (y) above, or option (x) above but is not able to make such cure, then, notwithstanding anything to the contrary in this Agreement, Purchaser may at its option terminate this Agreement in accordance with paragraph 3.5 below and receive a refund of the Deposit, whereupon the parties will be relieved from all obligations hereunder except for those obligations which expressly by the terms hereof survive termination of this Agreement (the “*Surviving Obligations*”), or waive its objections to title and proceed in accordance with this Agreement. Subject to paragraph 4.2, and if Purchaser does not terminate this Agreement pursuant to this paragraph 3.5 hereof, then the “*Permitted Exceptions*” hereunder shall be any encumbrance or exception arising from the acts or omissions of Purchaser and the exceptions to title disclosed in the Title Commitment that the Title Company has not agreed to insure over or remove during the Inspection Period, or thereafter, and matters disclosed in the Survey or any update thereof or new survey obtained by Purchaser, excluding (a) any delinquent taxes or assessments and (b) any monetary liens or encumbrances arising by act or omission of Seller. Seller will reasonably cooperate to allow or cause the Title Company to delete the standard printed exceptions of such title policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanic’s liens (collectively the “standard exceptions”) that may be deleted or modified from the owner’s title insurance policy to be issued to Trustees at the Closing. Seller will execute such certificates, affidavits or other instruments as the Title Company may reasonably require to issue the Title Policy (defined below), including, if required, any affidavit that states that no changes have been made to the Property since the date of the Survey.

3.3 Environmental Site Assessment. Purchaser, at Acquiring Agency’s sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL or Acquiring Agency to determine the existence or extent of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to extend the Inspection Period, hereinafter defined, to conduct such procedures at the Acquiring Agency’s sole cost and expense, provided that such extension shall not exceed 60 days.

3.3.1. If the environmental site assessment provided for in paragraph 3.3 confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement, receive a full return of the Deposit, and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at Seller’s sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL’s satisfaction in its sole discretion.

3.3.2. However, notwithstanding the foregoing, should the estimated cost to Seller of clean-up of Hazardous Materials exceed a sum which is equal to 2% of the Initial Purchase Price, Seller may elect to terminate this Agreement, return the Deposit to Purchaser,

and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property by Seller or with Seller's actual knowledge and prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the Assignment and Assumption of Ground Lease described in paragraph 11.2.1 of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

3.3.3. Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property during Seller's ownership thereof or those Hazardous Materials of which Seller has actual knowledge. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person, entity, or agency against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property during Seller's ownership or those Hazardous Materials of which Seller has actual knowledge that are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

3.3.4. The limitation herein on Seller's contractual obligation to indemnify Purchaser as specified herein shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

3.4 Inspection Period. Purchaser will have until 5:00 p.m., Eastern Time, on the date that is ninety (90) days after the Effective Date (the "*Inspection Period*") to investigate the Property and all matters relevant to its acquisition, ownership and operation. Such right of investigation will include, without limitation, the right to have made, at Acquiring Agency's expense, any non-invasive studies or inspections of the Property that Purchaser may deem necessary or appropriate. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Purchaser's direction so long as such cooperation is at no expense or liability to Seller. Purchaser shall conduct all such inspections at its own risk and in a reasonable manner consistent with and not likely to disturb the normal operations of the Property and so as to minimize disruption to the subtenants of the Property. Promptly after undertaking any testing or inspection, Purchaser shall restore the Property to substantially its condition prior to any such test or inspection.

3.5 Termination. If, on or before the expiration of the Inspection Period, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Property for any reason whatsoever in Purchaser's sole discretion, or for no reason, and states in such notice Purchaser's election to terminate this Agreement, then the Initial Deposit shall be returned to Acquiring Agency, this Agreement shall terminate and Purchaser and Seller shall be relieved from any further liability hereunder, except for the Surviving Obligations. If Purchaser does not

terminate this Agreement as described in the preceding sentence, then this Agreement shall remain in full force and effect in accordance with its terms, and the Deposit shall become nonrefundable, upon satisfaction of the Closing Conditions as hereinafter defined.

3.6 Indemnity. To the extent permitted by Florida law, Acquiring Agency agrees to indemnify and hold Seller harmless from any claim, demand, liability, lien, cost or expense asserted against Seller or the Property arising out of or resulting from Purchaser's or its employees', agents', representatives' or contractors' investigations of the Property prior to Closing, to pay Seller all reasonable costs and expenses, including reasonable attorneys' fees, incurred in defending any such matter, and to repair any damages resulting to the Property due to such investigations or, if requested by Seller, reimburse Seller for all direct expenses incurred by Seller in repairing such damages if Acquiring Agency does not promptly repair such damages. Notwithstanding any other terms and provisions of this Agreement to the contrary, this indemnification, repair and reimbursement obligation of Acquiring Agency will survive any termination of this Agreement.

3.7 Return of Property Information. If this Agreement is terminated for any reason, Purchaser shall promptly (and in any event within ten (10) days thereafter) deliver to Seller all Property Information and other documents delivered to Purchaser (its agents, representatives or designees) by Seller or Seller's agents, representatives or employees pursuant to this Agreement, together with originals of all engineering reports, environmental studies, sales reports, appraisals and other studies and reports obtained by Purchaser with respect to the Property. Purchaser shall confirm in writing that it has returned all documents as required herein. Purchaser shall not be liable to Seller for the accuracy or inaccuracy of any such studies or reports obtained by Purchaser or for any effect that any information contained in such studies or reports has or could have on the value of the Property.

3.8 Ground Tenant Estoppel. Seller shall use commercially reasonable efforts to secure and deliver to Purchaser, prior to the end of the Inspection Period, an estoppel certificate (the "Estoppel") from the Ground Tenant substantially in the form of Exhibit A hereto.

4. Title.

4.1. Issuance of Title Policy. At Closing, Acquiring Agency will cause the Title Company to issue, or unconditionally commit to issue, to Trustees its fee simple policy of title insurance insuring in the amount of the Purchase Price that Seller's interest in the Land is now vested in Trustees, subject only to the Permitted Exceptions (the "*Title Policy*"). Acquiring Agency will be solely responsible for satisfying any requirements that Title Company may impose specifically with respect to Purchaser, with any necessary cooperation from Seller, such as, for example, requirements with respect to Purchaser's organizational status or authority to complete the transaction.

4.2. Subsequent Title Defects. If, subsequent to the expiration of the Inspection Period and prior to Closing, Purchaser notifies Seller of the existence of any encumbrance, encroachment, defect in or other matter materially and adversely affecting title to

the Property, which was not reflected on either (i) the Title Commitment, issued or updated prior to the expiration of the Inspection Period, or (ii) the Survey (or any update thereto obtained by Purchaser prior to the expiration of the Inspection Period), which subsequently discovered defect is unacceptable to Purchaser in Purchaser's reasonable discretion, other than any delinquent taxes or assessments or any monetary liens or encumbrances created by, through or under Seller which Seller is obligated to remove under this Agreement prior to Closing pursuant to paragraph 12.6 (a "*Subsequent Defect*"), Seller may use such efforts as it may, in its sole judgment, deem appropriate to remove or cure such Subsequent Defect of title prior to Closing. Seller will have no obligation, however, to cure any Subsequent Defect unless caused by or arising by, through or under Seller. If Seller does not or is unable to so remove or cure all Subsequent Defects prior to Closing, Purchaser may (i) waive all such uncured Subsequent Defects and accept such title as Seller is able to convey as of Closing without any adjustment of the Purchase Price; or (ii) terminate this Agreement, whereupon Title Company will return the Deposit to Acquiring Agency, and all parties will be relieved of any further obligations hereunder, except for the Surviving Obligations.

5. **Seller's Representations and Warranties.**

5.1. **Representations and Warranties.** As a material inducement to Purchaser entering into this Agreement, Seller represents, warrants and covenants to Purchaser that the following matters are true as of the Effective Date and will be true as of the Closing Date:

5.1.1. **Authority.** Seller is a limited liability company duly organized and existing and in good standing under the laws of the State of Delaware and is authorized to conduct business in the State of Florida. Seller has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite corporate action has been taken by Seller in connection with the entering into this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so.

5.1.2. **No Options.** Except as reflected in the Permitted Exceptions, Seller has not granted to any party other than Purchaser any option, right of first refusal, contract or other agreement with respect to a purchase, transfer, sale or assignment (other than a leasehold interest pursuant to a Ground Lease) of the Property or any part thereof or any existing right of first refusal has been waived.

5.1.3. **Consents; Binding Obligations; Violations.** All consents and approvals which may be required in order for Seller to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Seller is subject or by which Seller is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.

5.1.4. Ground Lease. The Ground Lease is in full force and effect, has not been amended, modified or supplemented except as disclosed to Purchaser, and there are no existing defaults by either party thereto and there are no facts or circumstances existing which, with the giving of notice or the passage of time, or both, would constitute a default by either party thereto. The Ground Tenant has not exercised an option to purchase or right of first refusal.

5.1.5. INTENTIONALLY DELETED.

5.1.6. Parties in Possession. Except for any parties in possession pursuant to, and any rights of possession granted under, the Ground Lease or the Permitted Exceptions, there are no parties in possession of any part of the Land, and there are no other rights of possession which have been granted by Seller to any third party or parties.

5.1.7. Defaults. To the extent of Seller's actual knowledge, Seller is not in material default under any of the Permitted Exceptions.

5.1.8. Condemnation. Seller has no actual knowledge of any pending or threatened condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the Property.

5.1.9. Environmental Matters. To the extent of Seller's actual knowledge (i) there are no Hazardous Materials present on or under the Real Property in any quantity or manner that violates any Environmental Law now in effect; and (ii) there are no underground fuel storage tanks at the Real Property.

5.1.9.1. Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the best of Seller's actual knowledge no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

5.1.9.2. To the best of Seller's actual knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

5.1.9.3. To the best of Seller's actual knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

Attachment A

- 5.1.9.4. Seller, and to the best of Seller's actual knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.
- 5.1.9.5. No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued to Seller by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.
- 5.1.9.6. Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5.1.10. Violations. To the extent of Seller's actual knowledge, there is no existing material violation of any law, code, ordinance, rule or regulation of any governmental authority having jurisdiction over the Real Property, or any insurance policy covering the Real Property, with respect to the Real Property or its operation.

5.1.11. Special Assessments. To the extent of Seller's actual knowledge, the Real Property is not situated within any special assessment district other than the districts revealed by the most recent statement for real property taxes for the Real Property.

5.1.12. Litigation. Seller has no actual knowledge of any pending or threatened judicial, municipal or administrative proceedings affecting the Property. To Seller's actual knowledge, there is no pending or threatened litigation or dispute involving or concerning the Property.

5.1.13. Liens. Seller has no actual knowledge of any mechanics' liens, claims of lien or other claims against the Property and that Seller has no unpaid bills for labor or services performed on, or for materials supplied to the Property, except for those unpaid bills which will be paid prior to the Closing or paid by Seller with funds to be escrowed from the Closing proceeds.

5.1.14. Certification Regarding Terrorism. Seller hereby certifies that to the best of Seller's actual knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

5.2. Effective Date, Survival. All of the representations and warranties made by Seller in this paragraph 5 are made as of the Effective Date. At Closing, Seller shall

deliver to Purchaser a certificate pursuant to which Seller shall reaffirm the representations and warranties made by Seller in paragraph 5.1 as of the date of Closing. All of such representations shall survive Closing for a period of twenty-four (24) months following Closing.

5.3. Actual Knowledge Defined. For purposes of this Agreement, the phrase "Seller's actual knowledge" or comparable phrase means the present, actual knowledge of Seller, without duty of inquiry or investigation.

6. **Acquiring Agency's Representations and Warranties.**

6.1. Representations and Warranties. Acquiring Agency represents and warrants to Seller as follows:

6.1.1. Authority. Acquiring Agency is a public university duly organized and existing under the laws of the State of Florida. Pursuant to section 1001.706(7)(a), Florida Statutes, title to the Property shall vest in the Trustees. Subject to approval by the Trustees as described in paragraph 1, Purchaser has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so.

6.1.2. Consents; Binding Obligations; Violations. After approval set forth in in paragraph 1, this Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms. Neither the execution of this Agreement nor the consummation of the sale will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Purchaser is subject or by which Purchaser is bound, or constitute a breach or default under any agreement or other obligation to which Purchaser is a party or otherwise bound.

6.2. Effective Date; Survival. All of the representations and warranties made by Purchaser in this paragraph 6 are made as of the Effective Date. At Closing, Seller shall deliver to Purchaser a certificate pursuant to which Seller shall reaffirm the representations and warranties made by Seller in paragraph 6.1 as of the date of Closing. All of such representations shall survive Closing for a period of twenty four (24) months following Closing.

7. **"As Is" Purchase.**

7.1. Disclaimer. **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5 ABOVE, AND IN SELLER'S ASSIGNMENT AND ASSUMPTION OF GROUND LEASE TO PURCHASER AT CLOSING OR AS EXPRESSLY PROVIDED IN THIS AGREEMENT (COLLECTIVELY THE "EXPRESS WARRANTIES"), SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO OR CONCERNING (I) THE NATURE, QUALITY, AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY THEREOF, (II) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITIES AND USES WHICH**

PURCHASER MAY ELECT TO CONDUCT THEREON, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR THE HABITABILITY, MERCHANTABILITY OR FITNESS THEREOF FOR A PARTICULAR PURPOSE; (III) THE MANNER OF CONSTRUCTION AND CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS THEREON; EXCEPT FOR THE EXPRESS WARRANTIES, SELLER DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE COMPLIANCE OF THE PROPERTY WITH ANY SUCH LAWS. EXCEPT FOR THE EXPRESS WARRANTIES, PURCHASER AGREES TO ACCEPT THE PROPERTY AT CLOSING IN ITS PRESENT AS IS, WHERE IS, WITH ALL FAULTS CONDITION.

7.2. Acknowledgements. PURCHASER ACKNOWLEDGES AND AGREES THAT (i) PURCHASER IS REPRESENTED BY COUNSEL IN THIS TRANSACTION, (ii) PRIOR TO THE CLOSING PURCHASER WILL HAVE INSPECTED THE PROPERTY TO PURCHASER'S SATISFACTION, AND (iii) PURCHASER AND/OR ITS CONSULTANTS ARE QUALIFIED TO MAKE SUCH INSPECTION. EXCEPT FOR THE EXPRESS WARRANTIES, PURCHASER: (1) ACKNOWLEDGES THAT IT IS FULLY RELYING ON ITS OWN INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE BY SELLER OR ANY OF SELLER'S REPRESENTATIVES; (2) ACKNOWLEDGES THAT IT HAS THOROUGHLY INSPECTED THE PROPERTY TO THE EXTENT DEEMED NECESSARY IN ORDER TO EVALUATE THE CONDITION THEREOF, AND IS RELYING SOLELY UPON SUCH INSPECTION; AND (3) ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THIS AGREEMENT, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS.

7.3. Reliance. Except for the Express Warranties, Purchaser is not relying on any representation or promise made by Seller at any time and Purchaser hereby disclaims reliance on representations by Seller or any one acting on behalf of Seller and surrenders any right to sue based on any representations of the Seller not contained in this Agreement.

7.4. Survival. The provisions of this paragraph 7 will survive Closing or any termination of this Agreement.

8. Covenants of Seller. Seller hereby covenants with Purchaser as follows:

8.1. Ground Lease. Following the Effective Date, Seller will not execute or commit to enter into any modification, amendment or termination of the Ground Lease without Purchaser's prior written approval. If Seller desires to enter into any modification or amendment to the Ground Lease, Seller will deliver written notice to Purchaser requesting Purchaser's approval thereof and providing therewith the most current draft of the proposed modification or amendment. Seller also agrees to provide any other information in Seller's possession concerning the Ground Lease which Purchaser reasonably requests. Seller shall perform all obligations required to be performed by it under the Ground Lease in a timely

manner. Seller shall promptly deliver to Purchaser any notice sent to or received after the Effective Date pursuant to the Ground Lease.

8.2. New Agreements. Following the Effective Date, Seller will not enter into any new agreements which would affect the use, operation or enjoyment of the Property after Closing, without Purchaser's prior written consent.

8.3. Operation of Property Until Closing. Prior to Closing, Seller will perform when due all of its obligations under the Ground Lease, its Sublease and the Permitted Exceptions.

8.4. INTENTIONALLY DELETED

8.5. INTENTIONALLY DELETED

8.6. No Further Encumbrances. Prior to the Closing, Seller will not grant any new deed of trust, mortgage, lien, security interest or other encumbrance encumbering the Property or Seller's interest therein.

8.7. Miscellaneous Covenants. After the date of this Agreement and prior to Closing, Seller agrees: (i) to pay, prior to delinquency, all real property taxes which become due and payable with respect to the Property; (ii) to make no change in the zoning classification of the Real Property; and (iii) to cause to be maintained all property and liability insurance historically carried in connection with the Real Property.

9. Conditions Precedent. Unless waived by the party entitled to the benefit thereof, the obligations of either party to close under this Agreement are subject to satisfaction of the conditions that all representations and warranties of the other party contained in this Agreement are true and correct in all material respects as of Closing and that the other party has performed all material covenants, agreements and obligations required to be performed by it under this Agreement.

10. Closing Conditions. The obligations of either party to close under this Agreement are additionally subject to the occurrence of the following conditions ("Closing Conditions"): (i) Purchaser's simultaneous closing on the Ground Lease Acquisition (as defined in Section 1 above); (ii) all necessary approvals by the Board of Governors, Board of Trustees, or the State of Florida Governor and Cabinet approval as may be necessary for Closing or Purchaser obtaining the necessary funding to close; (iii) Purchaser obtaining an appropriation by the Legislature; (iv) Acquiring Agency obtaining a termination of those certain obligations regarding building a parking garage or deck pursuant to that certain Development and Easement Agreement with the Orange County Research and Development Authority; and (v) Acquiring Agency obtaining proof that Acquiring Agency may install a force protection fence which shall be satisfactory to Acquiring Agency in its sole discretion (the "Fence").

11. Closing. Purchaser and Seller agree that the purchase of the Property will be consummated as follows:

11.1 Closing Date. Closing will occur on the date that is ninety (90) days following the expiration of the Inspection Period, unless extended by the terms of this Agreement, or such earlier date as may be mutually agreed to by the parties, and simultaneously with the Ground Lease Acquisition (as set forth in the Closing Conditions) (the “*Closing Date*”).

11.2 Closing Documents. Seller and Purchaser will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

11.2.1 Special Warranty Deed. A Special Warranty Deed, in the form attached hereto as Exhibit B, conveying to Trustees all of Seller’s right, title and interest in and to the Real Property, subject only to the Ground Lease and the Permitted Exceptions.

11.2.2 Assignment of the Ground Lease. A document, in form reasonably acceptable to Purchaser and Seller, assigning Seller’s interest in the Ground Lease to Purchaser. Seller will agree to indemnify, protect, defend and hold Purchaser harmless from and against any and all claims, damages, losses, liabilities, costs and/or expenses, including reasonable attorneys’ fees, asserted against or suffered or incurred by Purchaser as a result of or in connection with any liabilities or obligations arising under the Ground Lease prior to Closing.

11.2.3 General Assignment. A general assignment, in the form attached hereto as Exhibit E, pursuant to which Seller will assign to Trustees all of Seller’s right, title and interest in and to the Permits, the Plans and the Intangible Property.

11.2.4 Title Policy. The Title Policy or an unconditional commitment by Title Company to issue the Title Policy promptly after Closing.

11.2.5 Non-Foreign Affidavit. An affidavit of Seller that evidences that it is exempt from the withholding requirements of Section 1445 of the Code.

11.2.6 State Specific Documents. Any disclosures, reports, instruments or other documents required by the Title Company or the laws of the State of Florida in order to consummate the sale of the Property. Specifically, within ten (10) days of Seller’s execution of this Agreement, Purchaser will deliver to Seller and Seller will confirm accuracy, execute and return to Purchaser, a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes.

11.2.7 Settlement Sheets and Funds. Settlement statements reflecting the Purchase Price and all adjustments and prorations to be made thereto pursuant to this Agreement including, without limitation, paragraph 12 below, together with any amounts, in immediately available funds, required to be paid by either party thereunder.

11.2.8 Updated Certificates. Seller will deliver to Purchaser a duly executed certificate as contemplated by paragraph 5.2 hereof on DSL’s standard approved forms.

Purchaser will deliver to Purchaser a duly executed certificate as contemplated by paragraph 6.2 hereof.

11.3 Further Documents. Seller and Purchaser will execute and deliver such other documents and will take such other action at Closing as may be necessary or appropriate to carry out their respective obligations under this Agreement, without further representations or warranties other than those contained herein.

11.4 Possession, Additional Deliveries. On the Closing Date, Seller will deliver to Purchaser, any keys to the Improvements, Permits and the Plans to the extent in Seller's possession.

12. Adjustments and Prorations. The following adjustments and prorations will be made at Closing and reflected, where appropriate, on the settlement sheets described in paragraph 10 above:

12.1. Intentionally Deleted

12.2. Ground Lease. To the extent applicable, rents payable under the Ground Lease for the month of Closing will be prorated between Seller and Acquiring Agency through the Closing Date. Seller will pay all such amounts due under the Ground Lease and attributable to any period on or prior to the Closing Date. Acquiring Agency shall pay all amounts due under the Ground Lease and attributable to any period after the Closing Date.

12.3. Ad Valorem Taxes. To the extent real estate and personal property taxes attributable to the Property are not paid by Ground Tenant, all real estate and personal property taxes attributable to the Property shall be paid by Seller at Closing pursuant to section 196.295, Florida Statutes. Seller shall pay all such taxes due and payable at Closing and which are attributable to the Property for any period on or prior to the Closing Date. If Trustees acquire title to the Property between January 1 and November 1, Seller shall, in accordance with section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If Trustees acquire title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector. Notwithstanding the foregoing, Purchaser acknowledges that real estate taxes attributable to the Property are payable by Ground Tenant through the date of Closing under the terms of the Ground lease. Nothing in this Agreement is intended to prevent Seller from collecting such tax amounts from Ground Tenant at or prior to Closing, and Purchaser will reasonably cooperate with Seller at Seller's request (but at no expense to Purchaser) to cause the real estate taxes to be allocated as between Seller and Ground Tenant in the manner provided in the Ground Lease.

12.4. Operating Expenses. Operating Expenses attributable to the Land, if any, shall be prorated at Closing. Seller will pay all operating expenses attributable to the Land, if any, through the Closing Date.

12.5. Documentary Stamp Taxes. Seller shall pay all documentary stamp taxes on the Deed associated with the conveyance, if any, of the Property to Trustees.

12.6 Closing Costs. In addition to the allocation of costs set forth in other provisions of this Agreement, (i) Seller shall be responsible for the payment of: (a) the cost of satisfying any liens on the Property if required herein, (b) the cost to cure title defects to the extent agreed to by Seller, (c) the fees of Seller's attorneys, and (d) the Broker's commission as set forth in Section 14 below; and (ii) Acquiring Agency shall be responsible for the payment of: (a) all costs of conducting its investigations of the Property, (b) all title insurance premiums attributable to the cost of the Title Policy including, without limitation, the cost of any special endorsements to such Title Policy (excluding the costs referenced above with respect to Seller's cure of title objections if agreed to by Seller), (c) the fees of Purchaser's attorneys, (d) all nominal recording costs, (e) the cost for any new or re-certified Survey obtained by Purchaser, and (e) any expenses of financing the Purchase Price including, but not limited to, appraisals and documentary stamp taxes on any mortgage with accompanying intangible tax.

12.7 Date of Prorations. The prorations and adjustments provided for in this Section 12 shall be made so that the Acquiring Agency shall receive the income and be charged with the expense of the operation of the Property on or after the Closing Date and Seller shall receive the income and be charged with the expense of operation of the Property before the Closing Date.

12.8 Survival. The parties' obligations under this paragraph 12, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

13. Casualty Damage. In the event that the Improvements should be damaged by any casualty prior to Closing, and if such event of casualty is of such a nature or extent as to give Purchaser the right to terminate the Ground Lease Acquisition under the terms of Purchaser's agreement with Ground Tenant related thereto, then in such event Purchaser shall also have a right to terminate this Agreement by notice to Seller given within ten (10) days after notice of termination is given to Ground Tenant, which notice to Seller will be accompanied by a copy of Purchaser's termination notice to Ground Tenant. Upon such termination, the Title Company will return the deposit to Purchaser and both parties will be relieved of any further obligations hereunder, except the Surviving Obligations.

14. Condemnation.

14.1. Notice. If prior to Closing Seller learns of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of all or any portion of the Real Property, Seller will notify Purchaser promptly thereof.

14.2. Termination. Other than with respect to an "*Immaterial Taking*" (as defined below), any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Real Property between the date of this Agreement and the Closing Date will, at Purchaser's option, cause a termination of this Agreement. The election to

terminate provided hereby must be exercised by Purchaser (or will be deemed to have been waived) by notice to Seller to that effect given within fifteen (15) days following Purchaser's receipt of Seller's notice pursuant to paragraph 14.1 above. Upon delivery of such termination notice, the Title Company will return the Deposit to Purchaser and both parties will be relieved of any further obligations hereunder, except for the Surviving Obligations. If Purchaser does not elect to so terminate this Agreement, or in the event of an Immaterial Taking, Seller will be relieved of all obligations under this Agreement with respect to the portion of the Real Property so taken or condemned, but Purchaser will be entitled to receive all proceeds of any such taking or condemnation, and Seller agrees that it will not make any adjustment or settlement of any such taking or condemnation proceeding without Purchaser's consent and will take at Closing all action necessary to assign its entire interest in such award to Purchaser. Any taking or condemnation for any public or quasi-public purpose or use which does not affect access, reduce parking or take any part of the Improvements will be deemed an "*Immaterial Taking*."

15. **Brokers and Commissions.**

15.1. **Commissions.** If, as and when Closing occurs and Seller receives the Purchase Price, Seller will pay to Matthew T. McKeever, CCIM, SIOR of Cushman & Wakefield, Purchaser's broker, and JLL, Seller's Broker (collectively "Broker"), a commission equal to 2% to each such broker, based on the Purchase Price, pursuant to the terms of a separate agreement for services rendered in connection with this transaction. Seller agrees to indemnify and hold Purchaser harmless from and against any loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys' fees) paid or incurred by Purchaser by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Seller.

15.2. **Survival.** The Seller's and Acquiring Agency's obligations under this paragraph 15 will survive Closing or any termination of this Agreement and remain fully enforceable thereafter.

16. **Remedies.**

16.1. **Seller's Default.** In the event that Seller shall fail to perform any of the material covenants or agreements contained herein which are to be performed by Seller, and such default continues uncured for ten (10) days after written notice specifying such default from Purchaser to Seller, Purchaser may, at its option, either (a) terminate this Agreement by giving written notice of termination to Seller, whereupon the Title Company shall return the Deposit to Purchaser and both Purchaser and Seller shall be relieved of any further obligations or liabilities hereunder except for Surviving Obligations; or (b) seek (i) direct (and not consequential) damages in the amount of Purchaser's third-party out-of-pocket expenses reasonably incurred in connection with Seller's default, or (ii) specific performance of this Agreement and direct (and not consequential) damages in the amount of Purchaser's third-party out-of-pocket expenses reasonably incurred in connection with Seller's default.

16.2 Purchaser's Default. In the event that Purchaser shall fail to perform any of the material covenants or agreements contained herein which are to be performed by Purchaser and such default continues uncured for ten (10) days after written notice specifying such default from Seller to Purchaser, Seller may, at its option, and as its sole and exclusive remedy, terminate this Agreement by giving written notice of termination to Purchaser, whereupon the Title Company shall pay the Deposit to Seller as liquidated damages and in full and complete settlement of any and all claims, and both Purchaser and Seller shall be relieved of any further obligations or liabilities hereunder except for Surviving Obligations. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages.

16.3 Indemnities; Defaults after Closing or Termination. The limitations on the parties' remedies set forth in paragraphs 16.1 and 16.2 will not be deemed to prohibit either Seller or Acquiring Agency from (i) seeking indemnification from the other for any matter with respect to which such other party has agreed hereunder to provide indemnification or from seeking damages from such other party in the event it fails or refuses to provide such indemnification; (ii) seeking damages incurred during the period of time after Closing that a representation or warranty given as of the Closing Date by the other party hereunder survives Closing, for the other party's breach of such representation or warranty discovered after such Closing; (iii) seeking damages or such equitable relief as may be available for the other party's failure to perform after Closing hereunder any obligation hereunder which expressly survives Closing; or (iv) seeking damages or such equitable relief as may be available for the other party's failure to perform after any termination of this Agreement any Surviving Obligations; provided, however, that in no event will either party be entitled to recover from the other any punitive, consequential or speculative damages, and no party may claim indemnification or damages of any kind from Trustees.

17. General Provisions. The parties further agree as follows:

17.1. Confidentiality. To the extent not in conflict with Chapter 119, Florida Statutes, each party shall hold in strict confidence all documents and information concerning the other and its business and properties and if the transaction contemplated hereby should not close, such confidence shall be maintained, and all such documents and information (in written form) shall immediately thereafter be returned to the party originally furnishing the same. No public disclosure, either written or oral, of the existence or terms of this Agreement shall be made by either Purchaser or Seller without the consent of the other unless otherwise required by law. The foregoing provision shall not, however, be construed to prohibit any party from making any disclosures to any governmental authority which it is required to make by law or to prohibit any party from disclosing to its investors, lenders, accountants, consultants and attorneys such terms of this transaction as are customarily disclosed to them in connection with similar acquisitions or from any party instituting a legal action in accordance with Section 15 above to enforce the provisions of this Contract. The parties shall at all times act in accordance with the requirements of Chapter 119, Florida Statutes.

17.2. Time and Dates. Time is of the essence of this Agreement and Seller's and Purchaser's obligations hereunder. For purposes of determining dates under this Agreement (a) a day that is a specified number of days after a given date will be the day that occurs the specified number of days after (but not including) the given date (so that, e.g., the day that is ten (10) days after January 1 will be January 11); and (b) a day that is a specified number of months after a given date will be the day that occurs on the same day of the calendar month as the given date the specified number of months later (so that, e.g., the day that is four (4) months after January 15 will be May 15). If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday, which day is sometimes referred to herein as a "business day".

17.3. Attorneys' Fees. In the event it becomes necessary for Purchaser or Seller to file a suit to enforce this Agreement or any provisions contained herein, then each party in such suit will be responsible for its own attorneys' fees and court costs incurred in such suit.

17.4. Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties, including, without limitation, any signed or unsigned letters of intent, relating to the purchase and sale of the Property. All prior negotiations between the parties, including without limitation, any signed or unsigned letters of intent, are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth herein.

17.5. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Florida.

17.6. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and addressed as set forth below. Any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt; or upon actual receipt if transmitted by facsimile or email to the facsimile number or email address set forth below, provided, however, that any notice given by email shall be promptly confirmed by facsimile:

If to Seller, to:

Attachment A

Leidos Inc.
11951 Freedom Drive
Reston, VA 20190
Attention: Merelle Y. Douglas
Fax: 571-526-7931
Email: MERELLE.Y.DOUGLAS@leidos.com

With a copy to:

Manelli Selter PLLC
2000 M Street, NW, Suite 760
Washington, DC 20036
Attn: Stephanie C. Cutler
Fax: (202) 887-0336
EMAIL: scutler@mdslaw.com

If to Trustees, to:

Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida
Division of State Lands, Florida Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 115
Tallahassee, Florida 32399-3000

If to Acquiring Agency, to:
University of Central Florida
4365 Andromeda Loop North
Orlando, FL 32816
Attention: General Counsel

With a copy to:
Philip L. Logas, Esq.
Philip L. Logas, P.A.
1525 International Parkway
Suite 4021
Lake Mary, Florida 32746
Email: plogas@logaslaw.com

The above addresses may be changed by written notice to the other party given as set forth herein.

17.7. No Recording. This Agreement will not be recorded by either party.

17.8. Headings. The headings which appear in some of the Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

17.9. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

17.10. Assignment. This Agreement cannot be assigned in whole or in part by either party without the prior written consent of the other, provided, however, that Purchaser may assign this Agreement to an Affiliate of Purchaser.

17.11. Successors and Assigns. Subject to paragraph 17.10, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.12 Effective Date. The “*Effective Date*” of this Agreement shall be the date that this Agreement is last signed by Seller and Purchaser, but in any event shall not be a date prior to approval of this Agreement by the Trustees at a scheduled meeting of the Governor and Cabinet sitting as the Trustees.

17.13 INTENTIONALLY DELETED.

17.14 Purchaser Approval. In the event Purchaser approval is required for any portion or portions of this Agreement, it shall be required that both the Trustees and Acquiring Agency each give approval. Failure to approve by either party shall not constitute the requisite approval.

17.15 Definitions and Index of Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall, unless expressly stated otherwise, have the meaning specified in this paragraph 17.15. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa. “Includes” or “including” shall mean, “including, without limitation.”

“*Additional Deposit*” shall have the meaning set forth in paragraph 2.1 hereof.

“*Agreement*” shall have the meaning set forth in the first paragraph hereof.

“*Broker*” shall have the meaning set forth in paragraph 15.1 hereof.

“*Building*” shall have the meaning set forth in the Recitals.

“*Closing*” shall have the meaning set forth in paragraph 2.3 hereof.

“*Closing Date*” shall have the meaning set forth in paragraph 11.1 hereof.

“*Deposit*” shall have the meaning set forth in paragraph 2.1 hereof.

“Effective Date” shall have the meaning set forth in paragraph 17.12 hereof.

“Environmental Law” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or to releases or threatened releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as now or may hereafter be in effect.

“Estoppel” shall have the meaning set forth in paragraph 3.8 hereof.

“Express Warranties” shall have the meaning set forth in paragraph 7.1 hereof.

“Improvements” shall have the meaning set forth in the Recitals hereof.

“Ground Lease” shall have the meaning set forth in the Recitals hereof.

“Hazardous Materials” means any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and urea-formaldehyde insulation.

“Immaterial Taking” shall have the meaning set forth in paragraph 14.2 hereof.

“Initial Deposit” shall have the meaning set forth in paragraph 2.1 hereof.

“Inspection Period” shall have the meaning set forth in paragraph 3.4 hereof.

“Intangible Property” shall have the meaning set forth in the Recitals hereof.

“Land” shall have the meaning set forth in the Recitals hereof.

“Permits” shall have the meaning set forth in the Recitals hereof.

“Permitted Exceptions” shall have the meaning set forth in paragraph 3.2 hereof.

“Person”, whether or not capitalized, means any individual, partnership, limited liability company, corporation, association, business trust, government or political subdivision thereof, governmental agency or other entity.

“Plans” shall have the meaning set forth in the Recitals hereof.

“Property” shall have the meaning set forth in the Recitals hereof.

“Property Information” shall have the meaning set forth in paragraph 3.1 hereof.

“Purchase Price” shall have the meaning set forth in paragraph 2 hereof.

“Purchaser” shall have the meaning set forth in the first paragraph hereof.

“Real Property” shall have the meaning set forth in the Recitals hereof.

“Seller” shall have the meaning set forth in the first paragraph hereof.

“Subleases” shall have the meaning set forth in the Recitals hereof.

“Subsequent Defect” shall have the meaning set forth in paragraph 4.2 hereof.

“Survey” shall have the meaning set forth in Section 3.1.1 hereof.

“Surviving Obligations” shall have the meaning set forth in paragraph 3.2 hereof.

“Title Commitment” shall have the meaning set forth in paragraph 3.2 hereof.

“Title Company” shall have the meaning set forth in paragraph 2 hereof.

“Title Policy” shall have the meaning set forth in paragraph 4.1 hereof.

“Title Underwriter” shall have the meaning set forth in paragraph 3.2 hereof.

“Warranties” shall have the meaning set forth in the Recitals hereof.

18. **Additional Fence Obligations.** Notwithstanding anything herein to the contrary, Purchaser acknowledges Seller’s strong interest in ensuring that the Fence to be constructed around the Real Property is satisfactory to Seller in all respects. Therefore, Purchaser agrees that Purchaser will reasonably coordinate with, and obtain Seller’s reasonable approval for, all matters related to the Fence, except that the following terms shall be deemed pre-agreed and pre-approved as between the parties: (i) the Fence will meet the Department of Defence force protection standards, and (ii) the driveway and roundabout off Science Drive, which serves as the main entrance to Seller’s adjacent property at 12901 Science Drive (the “Adjacent Property”), will remain fully usable and available as the main entrance for ingress and egress to and from the Adjacent Property. The foregoing obligations related to the Fence will survive Closing and be strictly enforceable by both parties.

[Balance of Page is Left Intentionally Blank - Signatures Appear on Following Page]

Attachment A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

LEIDOS REALTY, LLC,
a Delaware limited liability company

Witnesses:
Print Name: Gabrielle Reilly
Print Name: Merelle Douglas

By: [Signature]
Name: Robert W. Scott
Title: CEO
Date: August 27, 2015

TRUSTEES:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA**

**BY DIVISION OF STATE LANDS OF
THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Witnesses:

Print Name: _____
Print Name: _____

BY: _____
Kelley Boree
Division Director
Date: _____, 2015

Approved as to Form and Legality

By: _____
Date: _____

Attachment A

ACQUIRING AGENCY:
UNIVERSITY OF CENTRAL FLORIDA, a
public university, on behalf of its Board of Trustees

Witnesses:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____, 2015

Attachment A

This Agreement, together with the Initial Deposit described therein in the amount of \$25,000, has been received by the Title Company this ____ day of _____, 2015.

TITLE COMPANY:
PHILIP L. LOGAS, P.A.

Date: _____, 201____

By: _____

Name: Philip L. Logas

Title: Attorney

Tel: 407-849-1555

Fax: 407-849-1570

List of Schedules and Exhibits:

Schedules:

Schedule 1 – Legal Description of the Land

Exhibits:

Exhibit A – Form of Estoppel Certificate

Exhibit B – Form of Special Warranty Deed

Exhibit C – Form of General Assignment

Attachment A

Schedule 1
LEGAL DESCRIPTION OF THE LAND

Lot 2, Block 13, CENTRAL FLORIDA RESEARCH PARK SECTION IIA, according to the plat thereof as recorded in Plat Book 15 at Pages 85 through 87, inclusive, Public Records of Orange County, Florida.

Attachment A

Schedule 2
THE SUBLEASES

Attachment A

Exhibit A
FORM OF TENANT ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

_____, 2015

Re: Lease Dated: _____, 20____
Tenant: _____
Premises: _____

Ladies and Gentlemen:

It is our understanding that the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, by and through the University of Central Florida, a public university, on behalf of its Board of Trustees, or its assigns (collectively the "Purchaser") will be purchasing the fee simple property described above (the "Premises").

Accordingly, the tenant named above (the "Tenant"), in and under the lease described above (the "Lease") hereby certifies to Purchaser, and any assignee of Purchaser under the Purchase and Sale Agreement between Leidos Realty, LLC (the "Seller") and Purchaser, that as of the date hereof:

1. The Lease represents the entire agreement between the Seller as the landlord under the Lease ("Landlord") and Tenant, is in full force and effect and has not been assigned, extended, modified, supplemented or amended in any way, except as noted in the attachments hereto, and a true, correct and complete copy of the Lease, including any and all amendments, is attached hereto as Exhibit A.

2. Tenant has accepted possession of the Premises.

3. Tenant has fully inspected the Premises and found the same to be as required by the Lease and in good order and repair, and any improvements required by the Lease to be made by Landlord have been completed to the satisfaction of the undersigned.

4. The primary term of the Lease commenced on _____, and continues to _____, and contains _____ renewal options of _____ years each.

5. The current monthly base rent (exclusive of Tenant's share of operating expenses, insurance premiums and taxes) is \$_____. Tenant is also obligated to pay its proportionate share of certain taxes, insurance premiums and other costs and expenses associated with the Premises in accordance with the terms of the Lease, and the current monthly payment of such proportionate share is \$_____.

6. Rental payments are being made on a current basis and have been paid through the month of _____, 2015. Tenant has not entered into any agreements providing for the discounting, advance payment, abatement or offsetting of rents and no rent has been paid for more than one (1) month in advance.

7. Tenant has paid a security deposit of \$_____ to Landlord.

8. As of this date, Tenant has not given Landlord notice of any existing violation of the Lease or notice of Tenant's intent to vacate the Premises other than at the end of the term of the Lease or as otherwise provided in the Lease. To Tenant's knowledge, Landlord is not in default under any of the terms, conditions, provisions or agreements of the Lease, and Tenant has no offsets, claims or defenses against Landlord.

9. Tenant has no options or rights of first refusal to purchase the Building, the Premises or any part thereof, except as set forth in the Lease, which includes _____.

10. Tenant is the sole owner and holder of the leasehold estate created by the Lease. Tenant has not subleased any portion of the Premises, nor has Tenant assigned all or any portion of Tenant's rights under the Lease.

11. All insurance required of Tenant by the Lease has been provided by Tenant and all premiums now due have been paid.

12. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant.

13. Tenant acknowledges that Purchaser and its permitted assigns may rely on this Tenant Estoppel Certificate.

Dated: _____, 2015.

TENANT:

_____,
a _____

By: _____

Name: _____

Title: _____

Board of Trustees Meeting - Items

Attachment A

Exhibit B

This Instrument Prepared By and

Please Return To:

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, A.D. 2003, between _____, a _____ corporation, whose post office address is _____, Grantor, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in _____ County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel ID Number: _____

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but this reference shall not operate to reimpose any of the same.

TO HAVE AND TO HOLD the same unto the said grantee in fee simple forever.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, but against none other.

IN WITNESS WHEREOF the grantor has executed these presents, the day and year first written.

Signed, sealed and delivered in the presence of:

a _____ corporation

(Signature of First Witness)

Printed name of First Witness

BY: _____
as President

(Signature of Second Witness)

Printed name of Second Witness

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, as President of _____, a _____ corporation, on behalf of said corporation. Such person (notary Public must check applicable box):

- () is personally known to me
() produced a current driver's license
() produced _____ as identification

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____

My Commission Expires:

Attachment A

Exhibit C
FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment"), is made as of the ____ day of _____, 2015, between Leidos Realty, LLC, a _____ limited liability company ("Assignor"), and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Assignee").

Assignee has this day acquired from Assignor all of Assignor's right, title and interest in the land more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), together with any rights Assignor may have in its capacity as a ground lessor in and to the building (the "Building") located thereon and the other improvements located thereon (such Building and other improvements collectively referred to herein as the "Improvements").

In consideration of Assignee's acquisition of Assignor's right, title and interest in and to the Property and the Improvements and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignor hereby assigns, transfers and sets over unto Assignee, and Assignee hereby accepts from Assignor, all right, title and interest of Assignor (if any) in and to the following:

1. Permits and Plans. All (i) all governmental permits, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, relating to the construction, use or operation of the Property and/or, the Improvements, to the extent the same may be lawfully assigned to Assignee (the "Permits"), and (iii) all site plans, surveys, plats, plans, soil and substratus studies, architectural, construction, road, drainage and utility drawings, plans and specifications, engineering plans and studies, landscape plans, and other plans and studies of any kind if existing and in Assignor's possession or control, to the extent that they relate only to the Property or the Improvements and are assignable (the "Plans").

2. Intangible Property. All rights, privileges, easements, hereditaments, and appurtenances in any way related to, belonging to, or used in connection with the operation of the Property and/or the Improvements (the "Intangible Property").

This Assignment is made subject to and excepting therefrom (a) claims for any sums owed to Assignor from the obligor that were asserted in writing by Assignor on or before the date hereof and (b) claims for sums incurred by Assignor arising out of or in connection with correction by Assignor of any defects in the condition of any improvements to the Property, if any, and disclosed to Assignee in writing prior to the date hereof.

ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE OR KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE CONTRACT OR PROPERTY RIGHTS ASSIGNED HEREBY, INCLUDING, BUT NOT LIMITED TO: TITLE; COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING

1049215.1

THERE TO; OR PATENT INFRINGEMENT OR LATENT DEFECTS. BY ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT IT HAS INSPECTED SUCH ASSIGNED CONTRACT AND/OR PROPERTY RIGHTS AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE SAME "AS IS, WHERE IS" AND "WITH ALL FAULTS," WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED.

If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, each party shall bear its own costs and expenses of such litigation including, without limitation, reasonable attorneys' fees.

This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

Assignor shall, at no cost to Assignor, (i) cooperate with Assignee to fully vest in Assignee the rights, titles and interests intended to be assigned by this Assignment, and (ii) execute and deliver to Assignee all documents, instruments or conveyances reasonably required to accomplish such transfer.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the _____ day of _____, 2015.

[Signature page follows]

Attachment A

ASSIGNOR:

LEIDOS REALTY, LLC, a _____ limited liability
company

By: _____

Name: _____

Title: _____

ASSIGNEE:

Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida

By: _____

Name: _____

Title: _____

Attachment B

PURCHASE AND SALE AGREEMENT

Between

COWPERWOOD ORLANDO I, LLC,

as Seller,

and

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA,**

as Purchaser,

and

**UNIVERSITY OF CENTRAL FLORIDA,
A PUBLIC UNIVERSITY, ON BEHALF OF ITS BOARD OF TRUSTEES**

as Acquiring Agency

August ____, 2015

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "*Agreement*") is made and entered into as of the Effective Date specified below, by and between COWPERWOOD ORLANDO I, LLC, a Florida limited liability company ("*Seller*"), and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("*Trustees*") for the use and benefit of the UNIVERSITY OF CENTRAL FLORIDA, a public university, on behalf of its Board of Trustees ("*Acquiring Agency*"). Trustees and Acquiring Agency are referred to jointly as "*Purchaser*". Trustees' agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("*DSL*").

Recitals

This Agreement is made with respect to the following facts:

A. Seller owns the following described property (the "*Property*"):

(1) The leasehold estate described in Schedule 1 to this Agreement (the "*Leasehold Estate*") pursuant to that certain Ground Lease Agreement dated December 29, 2005 (as amended, the "*Ground Lease*") between Seller and Campus Point Realty Corporation, a California corporation (the "*Master Landlord*"), covering certain real property located in the City of Orlando, Orange County, Florida and legally described on Schedule 2 to this Agreement (the "*Land*"), together with all reversions, remainders, easements, rights-of-way, appurtenances, agreements, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with the Ground Lease or the Improvements (as hereinafter defined);

(2) All improvements located on the Land, including that certain 83,931 square foot, more or less, office building and all fixtures therein (such improvements and fixtures owned by Seller are hereinafter collectively referred to as the "*Improvements*"), excluding, however, any such improvements or fixtures which are (a) owned by Master Landlord, or (b) owned by the subtenants under the below-described Subleases in accordance with the provisions thereof. The Land and the Improvements are located at 12809 Science Drive, Orlando, Florida (the "*Building*"), and are hereinafter collectively referred to as the ("*Real Property*");

(3) All Subleases or occupancy agreements affecting the Real Property, including all rent, income and proceeds therefrom and security and other deposits made thereunder, and all amendments or modifications thereto and guaranties thereof, which Subleases, amendments, modifications and guaranties are described on Schedule 3 attached hereto (the "*Subleases*");

(4) All right, title and interest of Seller in and to all governmental permits, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, relating to the construction, use or operation of the Real Property, to the extent the same may be lawfully assigned to Purchaser (the "*Permits*");

(5) All right, title and interest of Seller in and to all unexpired warranties, guarantees and bonds, including, without limitation, contractors' and manufacturers' warranties or guarantees, relating to the Real Property, to the extent the same may be lawfully assigned to Purchaser (the "*Warranties*"); and

(6) All right, title and interest of Seller in and to all site plans, surveys, plats, plans, soil and substratus studies, architectural, construction, road, drainage and utility drawings, plans and specifications, engineering plans and studies, landscape plans, and other plans and studies of any kind if existing and in Seller's possession, to the extent that they relate only to the Real Property and are assignable (the "*Plans*").

(7) Any and all rights, privileges and appurtenances owned by Seller and in any way related to, or used in connection with, the operation of the Real Property, other than the Ground Lease, the Subleases, Warranties, Permits and Plans (collectively, the "*Intangible Property*").

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller the Property on the terms and conditions hereinafter set forth.

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property. Pursuant to the provisions of section 253.025, Florida Statutes, no agreement to acquire an interest in real property for purposes of chapter 253, Florida Statutes, with a purchase price of greater than \$100,000, may bind the state until the agreement has been submitted to and approved by the Trustees. As a result, this Agreement becomes legally binding on Trustees only upon approval of this Agreement at a scheduled meeting of the Governor and Cabinet sitting as the Trustees. In addition, the Acquiring Agency must obtain approval of its Board of Trustees. As a result, this Agreement becomes legally binding on Acquiring Agency only upon its approval of the Agreement.

Seller understands and agrees that Purchaser's obligation to purchase the Property is contingent upon Purchaser simultaneously closing on the purchase of the underlying fee simple interest in the Real Property such that Purchaser may terminate the Ground Lease and Sublease(s) at Closing. In the event that Purchaser is unable for any reason to close on the purchase of the fee simple title to the Real Property and terminate the Ground Lease and Sublease(s) at Closing, then Purchaser may terminate this Agreement, the Initial Deposit shall be returned to Acquiring Agency, this Agreement shall terminate and Purchaser and Seller shall be relieved from any further liability hereunder, except for the Seller's and Acquiring Agency's Surviving Obligations (as hereinafter defined).

2. **Purchase Price.** The purchase price for the Property (the "*Initial Purchase Price*") will be Ten Million Six Hundred Fifty Thousand and No/100ths U.S. Dollars (U.S.

\$10,650,000.00), subject to any adjustments, credits or prorations provided herein, and payable as follows:

2.1. Deposit. Twenty Five Thousand and No/100ths U.S. Dollars (U.S. \$25,000.00) (which amount, together with all interest earned thereon, is hereinafter called the "*Initial Deposit*"), will be paid by Acquiring Agency to Philip L. Logas, P.A., as escrow agent ("*Title Company*") by wire transfer of immediately available funds within two (2) business days following the Effective Date. No later than the expiration of the Inspection Period (as defined below), if Purchaser elects to proceed with the purchase of the Property, then Acquiring Agency will make an additional deposit to Title Company in the amount of Three Hundred Thousand and No/100ths U.S. Dollars (U.S. \$300,000.00) (the "*Additional Deposit*"). The Initial Deposit and the Additional Deposit are referred to herein collectively as the "*Deposit*". Title Company will place the Deposit in an interest-bearing account.

2.2. Status of Deposit. If Purchaser elects to proceed with the purchase of the Property, then Acquiring Agency shall pay the Additional Deposit at any time prior to the termination of the Inspection Period, at which time both the Initial Deposit and the Additional Deposit shall become non-refundable except in the event of a default by Seller, the failure to satisfy a Closing Condition, as hereinafter defined or the inability of Seller to render marketable title. Both the Initial Deposit and the Additional Deposit will be applied to the Purchase Price at Closing.

2.3. Cash at Closing. Upon Closing of the transaction contemplated by this Agreement ("*Closing*"), Acquiring Agency shall deliver into escrow with Title Company, by wire transfer of immediately available funds, the balance of the Purchase Price, subject to the adjustments and prorations provided for herein. Seller hereby authorizes Acquiring Agency to issue payment for the Purchase Price directly to Title Company who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the Title Company to pay Seller's expenses of sale and real estate taxes at closing.

2.4. Approved Value Contingency. The Initial Purchase Price is subject to adjustment in accordance with paragraph 2.5. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with section 253.025, Florida Statutes ("*DSL Approved Value*"). The determination of DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 3.1.1. If funds in the amount of the Purchase Price are not available to the Acquiring Agency by the closing, the closing date may be extended until such funds become available, not to exceed 60 days after the original closing date.

Acquiring Agency agrees that the Trustees shall take title to all of the Property at the closing notwithstanding that Acquiring Agency is required to pay all of the Purchase Price. Seller shall convey its entire interest in the Property to the Trustees at closing in accordance with the provisions of this Agreement. The Purchase Price is the sole responsibility of the Acquiring Agency and the Trustees shall have no obligation under this Agreement to provide any portion of

the Purchaser Price, and Seller shall have no recourse whatsoever, at law or equity, against the Trustees or the Property relating to the Purchase Price.

2.5. Adjustment of Purchase Price. If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be reduced to the DSL Approved Value of the Property (herein the "*Final Adjusted Purchase Price*"). If the Final Adjusted Purchase Price is less than 99% of the Initial Purchase Price because of the adjustment provided for in this paragraph 2.5., Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and no party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Purchase Price. If Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price. The Final Adjusted Purchase Price as calculated in this paragraph 2.5 is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 2.5 are hereinafter referred to as the "Purchase Price".

3. Purchaser's Investigations.

3.1. Seller's Deliveries. Within ten (10) days after the Effective Date (except as expressly provided to the contrary below), Seller will deliver or cause to be delivered to Purchaser the following (together with any information subsequently delivered by Seller to Purchaser, the "*Property Information*"):

3.1.1. Survey. A copy of the most recent survey of the Real Property in the possession or control of Seller (the "*Survey*"). In addition, Purchaser shall have the right to obtain, at Acquiring Agency's sole cost and expense, either an update to the Survey or a new ALTA/ACSM Land Title Survey in form and content satisfactory to Purchaser.

3.1.2. Copies. Copies of the following: the Subleases; all written Permits and Warranties; the Plans; Seller's common area maintenance budget for the current year and common area maintenance reconciliations for the previous two (2) years; utility bills for the Property for the current year; property tax bills for the current year and the previous (2) years; and Seller's most recent Phase I environmental report and soils report.

3.2 Title Insurance Commitment. Within twenty (20) days after the Effective Date of this Agreement, Purchaser shall obtain, at Acquiring Agency's sole cost and expense, a current title insurance commitment issued by the Title Company as agent for Fidelity National Title Insurance Company ("*Title Underwriter*"), including legible copies of all recorded exceptions to title referred to therein (collectively, the "*Title Commitment*"). Purchaser will review the Title Commitment as part of its investigations hereunder and will have the right to negotiate with Title Company in order to cause Title Company to modify the Title Commitment to reflect only those exceptions to title that are acceptable to Purchaser. In addition, Purchaser

shall have until the expiration of the Inspection Period (hereinafter defined) to review the Title Commitment and the Survey. If the Title Commitment shall reflect any exception to which Purchaser delivers written objection on or before expiration of the Inspection Period, Seller shall, at its sole option, notify Purchaser, within five (5) days of Purchaser's notice of objections, that it elects to either (x) attempt to cure the objectionable item(s), in which case Seller shall have until the Closing Date to make such cure, or (y) not to attempt to cure such objectionable items. If Seller elects either option (y) above, or option (x) above but is not able to make such cure, then, notwithstanding anything to the contrary in this Agreement, Purchaser may at its option terminate this Agreement and receive a refund of the Deposit, whereupon the parties will be relieved from all obligations hereunder except for those obligations which expressly by the terms hereof survive termination of this Agreement (the "*Surviving Obligations*") or waive its objections to title and proceed in accordance with this Agreement. Subject to paragraph 4.2, and if Purchaser does not terminate this Agreement pursuant to this paragraph 3.2 or paragraph 3.4 hereof, then the "*Permitted Exceptions*" hereunder shall be any encumbrance or exception arising from the acts or omissions of Purchaser and the exceptions to title disclosed in the Title Commitment that the Title Company has not agreed to insure over or remove during the Inspection Period, or thereafter, and matters disclosed in the Survey or any update thereof or new survey obtained by Purchaser, excluding (a) any delinquent taxes or assessments and (b) any monetary liens or encumbrances. Seller will cooperate to allow or cause the Title Company to delete the standard printed exceptions of such title policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession other than those disclosed by Seller, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanic's liens (collectively the "standard exceptions") that may be deleted or modified from the owner's title insurance policy to be issued to Trustees at the Closing. Seller will execute such certificates, affidavits or other instruments as the Title Company may require to issue the Title Policy (defined below), including, if required, any affidavit that states that no changes have been made to the Property since the date of the Survey.

3.3 Environmental Site Assessment. Purchaser, at Acquiring Agency's sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL or Acquiring Agency to determine the existence or extent of Hazardous Materials on the Property, Purchaser, at its sole option may elect to extend the Inspection Period, hereinafter defined, to conduct such procedures at the Acquiring Agency's sole cost and expense. In the event additional investigation shall take more than thirty (30) days, Seller and Purchaser shall mutually agree upon a new Inspection Period.

3.3.1. If the environmental site assessment provided for in paragraph 3.3 confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement, receive a full return of the Deposit, and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement and provided that costs do not exceed two percent (2%) of the Purchase Price, Seller shall, at Seller's sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. In the

event costs exceed two percent (2%) of the Purchase Price, Seller may elect to terminate this Agreement with no penalty to Seller or Purchaser or Purchaser and Seller may mutually agree upon a clean-up schedule and allocation of costs and expenses.

3.3.2. However, should the estimated cost to Seller of clean-up of Hazardous Materials exceed a sum which is equal to 2% of the Initial Purchase Price, Seller may elect to terminate this Agreement, return the Deposit to Purchaser, and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property by Seller or with Seller's knowledge prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the Assignment and Assumption of Ground Lease described in paragraph 11.2.1 of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

3.3.3. Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person, entity, or agency against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

3.3.4. The limitation herein on Seller's contractual obligation to indemnify Purchaser as specified herein shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

3.4 Inspection Period. Purchaser will have until 5:00 p.m., Eastern Time, on the date that is ninety (90) days after the Effective Date (the "*Inspection Period*") to investigate the Property and all matters relevant to its acquisition, ownership and operation. Such right of investigation will include, without limitation, the right to have made, at Acquiring Agency's expense, any non-invasive studies or inspections of the Property that Purchaser may deem necessary or appropriate. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Purchaser's direction so long as such cooperation is at no expense or liability to Seller. Purchaser shall conduct all such inspections at its own risk and in a reasonable manner consistent with and not likely to disturb the normal operations of the Property and so as to minimize disruption to the subtenants of the Property. Promptly after undertaking any testing or inspection, Purchaser shall restore the Property to substantially its condition prior to any such test or inspection.

3.5 Termination. If, on or before the expiration of the Inspection Period, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Property for any reason whatsoever in Purchaser's sole discretion, and states in such notice Purchaser's election to terminate this Agreement, then the Initial Deposit shall be returned to Acquiring Agency, this Agreement shall terminate and Purchaser and Seller shall be relieved from any further liability hereunder, except for the Surviving Obligations. If Purchaser does not terminate this Agreement as described in the preceding sentence, then this Agreement shall remain in full force and effect in accordance with its terms, and the Deposit shall become nonrefundable, upon satisfaction of the Closing Conditions as hereinafter defined.

3.6 Indemnity. To the extent permitted by Florida law, Acquiring Agency agrees to indemnify and hold Seller harmless from any claim, demand, liability, lien, cost or expense asserted against Seller or the Property arising out of or resulting from Purchaser's or its employees', agents', representatives' or contractors' investigations of the Property prior to Closing, to pay Seller all reasonable costs and expenses, including reasonable attorneys' fees, incurred in defending any such matter, and to repair any damages resulting to the Property due to such investigations or, if requested by Seller, reimburse Seller for all direct expenses incurred by Seller in repairing such damages if Acquiring Agency does not promptly repair such damages. Notwithstanding any other terms and provisions of this Agreement to the contrary, this indemnification, repair and reimbursement obligation of Acquiring Agency will survive any termination of this Agreement.

3.7 Return of Property Information. If this Agreement is terminated for any reason, Purchaser shall promptly (and in any event within ten (10) days thereafter) deliver to Seller all Property Information and other documents delivered to Purchaser (its agents, representatives or designees) by Seller or Seller's agents, representatives or employees pursuant to this Agreement, together with originals of all engineering reports, environmental studies, sales reports, appraisals and other studies and reports obtained by Purchaser with respect to the Property. Purchaser shall confirm in writing that it has returned all documents as required herein. Purchaser shall not be liable to Seller for the accuracy or inaccuracy of any such studies or reports obtained by Purchaser or for any effect that any information contained in such studies or reports has or could have on the value of the Property.

3.8 Tenant Estoppels. Seller shall use commercially reasonable efforts to secure and deliver to Purchaser, prior to the end of the Inspection Period, estoppel certificates from subtenants under all Subleases substantially in the form of Exhibit A hereto as well as an estoppel certificate from the Master Landlord setting forth the status of the Seller's Leasehold Estate. Seller shall be responsible for filling in the required information in each tenant estoppel certificate, for delivering the forms to the subtenants and for following up with subtenants as necessary to secure such estoppels (collectively the "*Estoppels*").

3.9 Non-Disturbance. Provided that there is a mortgage encumbering the Master Landlord's fee simple interest in the Property, Seller shall, prior to the end of the Inspection Period, use commercially reasonable efforts to obtain from the mortgage holder, a non-disturbance/attornment agreement.

4. **Title.**

4.1. **Issuance of Title Policy.** At Closing, Acquiring Agency will cause the Title Company to issue, or unconditionally commit to issue, to Trustees its leasehold policy of title insurance insuring in the amount of the Purchase Price that Seller's interest in the Leasehold Estate is now vested in Trustees, subject only to the Permitted Exceptions (the "*Title Policy*"). Acquiring Agency will be solely responsible for satisfying any requirements that Title Company may impose specifically with respect to Purchaser, with any necessary cooperation from Seller, such as, for example, requirements with respect to Purchaser's organizational status or authority to complete the transaction.

4.2. **Subsequent Title Defects.** If, subsequent to the expiration of the Inspection Period and prior to Closing, Purchaser notifies Seller of the existence of any encumbrance, encroachment, defect in or other matter materially and adversely affecting title to the Property, which was not reflected on either (i) the Title Commitment, issued or updated prior to the expiration of the Inspection Period, or (ii) the Survey (or any update thereto obtained by Purchaser prior to the expiration of the Inspection Period), which subsequently discovered defect is unacceptable to Purchaser in Purchaser's reasonable discretion, other than any delinquent taxes or assessments or any monetary liens or encumbrances created by, through or under Seller which Seller is obligated to remove under this Agreement prior to Closing pursuant to paragraph 12.6 (a "*Subsequent Defect*"), Seller may use such efforts as it may, in its sole judgment, deem appropriate to remove or cure such Subsequent Defect of title prior to Closing. Seller will have no obligation, however, to cure any Subsequent Defect unless caused by or arising by, through or under Seller. If Seller does not or is unable to so remove or cure all Subsequent Defects prior to Closing, Purchaser may (i) waive all such uncured Subsequent Defects and accept such title as Seller is able to convey as of Closing without any adjustment of the Purchase Price; or (ii) terminate this Agreement, whereupon Title Company will return the Deposit to Acquiring Agency, and all parties will be relieved of any further obligations hereunder, except for the Surviving Obligations.

5. **Seller's Representations and Warranties.**

5.1. **Representations and Warranties.** As a material inducement to Purchaser entering into this Agreement, Seller represents, warrants and covenants to Purchaser that the following matters are true as of the Effective Date and will be true as of the Closing Date:

5.1.1. **Authority.** Seller is a limited liability company duly organized and existing and in good standing under the laws of the State of Florida. Seller has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite entity action has been taken by Seller in connection with the entering into this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Seller is authorized to do so.

5.1.2. **No Options.** Except as reflected in the Permitted Exceptions, Seller has not granted to any party other than Purchaser any option, right of first refusal, contract

or other agreement with respect to a purchase, transfer, sale or assignment (other than a leasehold interest pursuant to a Lease/ Sublease) of the Property or any part thereof or any existing right of first refusal has been waived.

5.1.3. Consents; Binding Obligations; Violations. All consents and approvals which may be required in order for Seller to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Seller is subject or by which Seller is bound, or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.

5.1.4. Ground Lease. The Ground Lease is in full force and effect, has not been amended, modified or supplemented except as disclosed to Purchaser, and there are no existing defaults by either party thereto and there are no facts or circumstances existing which, with the giving of notice or the passage of time, or both, would constitute a default by either party thereto.

5.1.5. Subleases. Except as disclosed in the rent roll (the "*Rent Roll*"): (a) the Subleases are in full force and effect; (b) the Subleases have not been amended, supplemented or modified; (c) there are no options or other rights owned by the subtenants under the Subleases with respect to the purchase of the Property or any portion thereof; (d) there are no outstanding, unsatisfied or uncompleted concessions, rebates, allowances, free rent periods or obligations of Seller under the Subleases to perform repairs, painting, alterations or construct or install improvements (other than normal obligations with respect to the repair and maintenance of the Property) that have been agreed to with, or granted or promised to, the subtenants under the Subleases or to which it is entitled; (e) no amount of rent has been paid in advance (other than for the current month); (f) there are no defenses or rights of offset of the subtenant under the Subleases to rent which is to accrue in the future; and (g) to the extent of Seller's actual knowledge there are no existing defaults by either Seller or the subtenants under the Subleases and no facts or circumstances existing which, with the giving of notice or the passage of time, or both, would constitute a default by either the subtenant or Seller under the Subleases.

5.1.6. Parties in Possession. Except for any parties in possession pursuant to, and any rights of possession granted under the Subleases or the Permitted Exceptions, there are no parties in possession of any part of the Real Property, and there are no other rights of possession which have been granted by Seller to any third party or parties.

5.1.7. Defaults. To the extent of Seller's actual knowledge, Seller is not in material default under any of the Permitted Exceptions.

5.1.8. Condemnation. Seller has no actual knowledge of any pending or threatened condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the Property.

5.1.9. Environmental Matters. To the extent of Seller's actual knowledge (i) there are no Hazardous Materials present on or under the Real Property in any quantity or manner that violates any Environmental Law now in effect; and (ii) there are no underground fuel storage tanks at the Real Property. Further, to the extent of Seller's actual knowledge:

- 5.1.9.1. Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.
- 5.1.9.2. There does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.
- 5.1.9.3. No underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.
- 5.1.9.4. Seller or any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.
- 5.1.9.5. No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.
- 5.1.9.6. Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5.1.10. Violations. To the extent of Seller's actual knowledge, there is no existing material violation of any law, code, ordinance, rule or regulation of any governmental authority having jurisdiction over the Real Property, or any insurance policy covering the Real Property, with respect to the Real Property or its operation.

5.1.11. Special Assessments. To the extent of Seller's actual knowledge, the Real Property is not situated within any special assessment district other than the districts revealed by the most recent statement for real property taxes for the Real Property.

5.1.12. Litigation. There are no pending or, to the extent of Seller's actual knowledge, threatened judicial, municipal or administrative proceedings affecting the Property. To the extent of Seller's actual knowledge, there is no pending or threatened litigation or dispute involving or concerning the Property.

5.1.13. Liens. Seller represents that there are no mechanics' liens, claims of lien or other claims against the Property and that Seller has no unpaid bills for labor or services performed on, or for materials supplied to the Property, except for those unpaid bills which will be paid prior to the closing or paid by Seller with funds to be escrowed from the closing proceeds.

5.1.14. Certification Regarding Terrorism. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

5.2. Intentionally Deleted.

5.3. Effective Date, Survival. All of the representations and warranties made by Seller in this paragraph 5 are made as of the Effective Date. At Closing, Seller shall deliver to Purchaser a certificate pursuant to which Seller shall reaffirm the representations and warranties made by Seller in paragraph 5.1 as of the date of Closing. All of such representations shall survive Closing for a period of twenty four (24) months following Closing.

6. Acquiring Agency's Representations and Warranties.

6.1. Representations and Warranties. Acquiring Agency represents and warrants to Seller as follows:

6.1.1. Authority. Acquiring Agency is a public university duly organized and existing under the laws of the State of Florida. Pursuant to section 1001.706(7)(a), Florida Statutes, title to the Property shall vest in the Trustees. Subject to approval by the Trustees as described in paragraph 1, Purchaser has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. . Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so.

6.1.2. Consents; Binding Obligations; Violations. After approval set forth in in paragraph 1, this Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms. Neither the execution of this Agreement nor the consummation

of the sale will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Purchaser is subject or by which Purchaser is bound, or constitute a breach or default under any agreement or other obligation to which Purchaser is a party or otherwise bound.

6.2. Effective Date; Survival. All of the representations and warranties made by Purchaser in this paragraph 6 are made as of the Effective Date. At Closing, Purchaser shall deliver to Seller a certificate pursuant to which Purchaser shall reaffirm the representations and warranties made by Purchaser in paragraph 6.1 as of the date of Closing. All of such representations shall survive Closing for a period of twenty four (24) months following Closing.

7. "As Is" Purchase.

7.1. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5 ABOVE, AND IN SELLER'S ASSIGNMENT AND ASSUMPTION OF GROUND LEASE TO PURCHASER AT CLOSING OR AS EXPRESSLY PROVIDED IN THIS AGREEMENT (COLLECTIVELY THE "*EXPRESS WARRANTIES*"), SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO OR CONCERNING (I) THE NATURE, QUALITY, AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY THEREOF, (II) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR THE HABITABILITY, MERCHANTABILITY OR FITNESS THEREOF FOR A PARTICULAR PURPOSE; (III) THE MANNER OF CONSTRUCTION AND CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS THEREON; EXCEPT FOR THE EXPRESS WARRANTIES, SELLER DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE COMPLIANCE OF THE PROPERTY WITH ANY SUCH LAWS. EXCEPT FOR THE EXPRESS WARRANTIES, PURCHASER AGREES TO ACCEPT THE PROPERTY AT CLOSING IN ITS PRESENT AS IS, WHERE IS, WITH ALL FAULTS CONDITION.

7.2. Acknowledgements. PURCHASER ACKNOWLEDGES AND AGREES THAT (i) PURCHASER IS REPRESENTED BY COUNSEL IN THIS TRANSACTION, (ii) PRIOR TO THE CLOSING PURCHASER WILL HAVE INSPECTED THE PROPERTY TO PURCHASER'S SATISFACTION, AND (iii) PURCHASER AND/OR ITS CONSULTANTS ARE QUALIFIED TO MAKE SUCH INSPECTION. EXCEPT FOR THE EXPRESS WARRANTIES, PURCHASER: (1) ACKNOWLEDGES THAT IT IS FULLY RELYING ON ITS OWN INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE BY SELLER OR ANY OF SELLER'S REPRESENTATIVES; (2) ACKNOWLEDGES THAT IT HAS THOROUGHLY INSPECTED THE PROPERTY TO THE EXTENT DEEMED NECESSARY IN ORDER TO EVALUATE THE CONDITION THEREOF, AND IS RELYING SOLELY UPON SUCH INSPECTION; AND (3) ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THIS AGREEMENT, AND THAT SELLER

WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS.

7.3. Reliance. Except for the Express Warranties, Purchaser is not relying on any representation or promise made by Seller at any time and Purchaser hereby disclaims reliance on representations by Seller or any one acting on behalf of Seller and surrenders any right to sue based on any representations of the Seller not contained in this Agreement.

7.4. Survival. The provisions of this paragraph 7 will survive Closing or any termination of this Agreement.

8. **Covenants of Seller**. Seller hereby covenants with Purchaser as follows:

8.1. Ground Lease. Following the Effective Date, Seller will not execute or commit to enter into any modification, amendment or termination of the Ground Lease without Purchaser's prior written approval. If Seller desires to enter into any modification or amendment to the Ground Lease, Seller will deliver written notice to Purchaser requesting Purchaser's approval thereof and providing therewith the most current draft of the proposed modification or amendment. Seller also agrees to provide any other information in Seller's possession concerning the Ground Lease which Purchaser reasonably requests.

8.2. New Subleases. Following the Effective Date, Seller will not execute or commit to enter into (i) any new lease, sublease or other occupancy agreement affecting the Real Property, or (ii) any termination, modification, amendment or renewal of the Subleases except pursuant to existing provisions of the Subleases (collectively, a "*New Sublease*"), without Purchaser's prior written approval. If Seller desires to enter into a New Sublease, Seller will deliver written notice to Purchaser requesting Purchaser's approval thereof and providing therewith the most current draft of the proposed New Sublease. Seller also agrees to provide any other information concerning the New Sublease and proposed subtenant which Purchaser reasonably requests.

8.3. New Agreements. Following the Effective Date, Seller will not enter into any new agreements which affect the use, operation or enjoyment of the Property after Closing, without Purchaser's prior written consent.

8.4. Operation of Property Until Closing. Prior to Closing, Seller will operate and manage the Property in a normal businesslike manner, maintaining present services, and will perform when due all of its obligations under the Ground Lease, the Subleases and the Permitted Exceptions.

8.5. Rent. Seller shall not accept any payments of rent under any Sublease in advance of the then-current month.

8.6. Ground Lease. Seller shall perform all obligations required to be performed by it under the Ground Lease in a timely manner. Seller shall promptly deliver to Purchaser any notice delivered to or received after the Effective Date from Master Landlord under the Ground Lease.

8.7. No Further Encumbrances. Prior to the Closing, Seller will not grant any new deed of trust, mortgage, lien, security interest or other encumbrance encumbering the Property or Seller's interest therein.

8.8. Miscellaneous Covenants. After the date of this Agreement and prior to Closing, Seller agrees: (i) to pay, prior to delinquency, all real property and personal property taxes which become due and payable with respect to the Property; (ii) to make no change in the zoning classification of the Real Property; and (iii) to cause to be maintained all property and liability insurance historically carried in connection with the Property.

9. Conditions Precedent. Unless waived by the party entitled to the benefit thereof, the obligations of either party to close under this Agreement are subject to satisfaction of the conditions that all representations and warranties of the other party contained in this Agreement are true and correct in all material respects as of Closing and that the other party has performed all material covenants, agreements and obligations required to be performed by it under this Agreement.

10. Closing Conditions. Purchaser's closing on the purchase of the Property is contingent upon the occurrence of the following conditions ("Closing Condition"): (i) Purchaser simultaneously acquiring fee simple title to the Real Property (including the underlying ground); (ii) all necessary approvals by the Board of Governors, Board of Trustees, or the State of Florida Governor and Cabinet (sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida) approval as may be necessary for Closing or Purchaser obtaining the necessary funding to close; (iii) Purchaser obtaining an appropriation by the Legislature; (iv) all subtenant(s) under the Lease Sublease(s) executing a cancellation and release of the Lease/Sublease(s) and executing a new sublease(s) with Acquiring Agency or Trustees for a period not to exceed one (1) year from the Closing Date and upon the terms and conditions approved and used by Trustees in their standard sublease; (v) Acquiring Agency obtaining termination of that certain obligation to install a parking garage pursuant to the Development and Easement Agreement with the Orange County Research and Development Authority; and (vi) Acquiring Agency providing proof that it may install a force protection fence which shall be satisfactory to Acquiring Agency in its sole discretion.

11. Closing. Purchaser and Seller agree that the purchase of the Property will be consummated as follows:

11.1 Closing Date. Closing will occur on the date that is thirty (30) days following the expiration of the Inspection Period, unless extended by the terms of this Agreement, or such earlier date as may be mutually agreed to by the parties (the "*Closing Date*").

11.2 Closing Documents. Seller and Purchaser will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

11.2.1 Assignment of Ground Lease. An assignment of lease, in the form attached hereto as Exhibit C, conveying to Trustees all of Seller's right, title and interest in and to the Real Property, by virtue of the Ground Lease, the Subleases and the Permitted Exceptions.

11.2.3 Subleases. Termination of all Leases/Subleases and execution of new Sublease by and between Trustees and Acquiring Agency, and execution of new Subleases between Acquiring Agency and the current subtenants as subtenants, in forms that are acceptable to Purchaser. Seller will agree to indemnify, protect, defend and hold Purchaser harmless from and against any and all claims, damages, losses, liabilities, costs and/or expenses, including reasonable attorneys' fees, asserted against or suffered or incurred by Purchaser as a result of or in connection with any liabilities or obligations arising under the Leases/Subleases prior to Closing, and Acquiring Agency will assume and agree to perform all liabilities and obligations of Seller under the new subleases arising on or subsequent to Closing, and to the extent permitted by Florida law, Acquiring Agency will agree to indemnify, protect, defend and hold Seller harmless from and against any and all claims, damages, losses, liabilities, costs and/or expenses, including reasonable attorneys' fees, asserted against or suffered or incurred by Seller as a result of or in connection with any liabilities or obligations arising under the new subleases.

11.2.4 General Assignment. A general assignment, in the form attached hereto as Exhibit E, pursuant to which Seller will assign to Trustees all of Seller's right, title and interest in and to the Permits, the Warranties, the Plans and the Intangible Property.

11.2.5 Title Policy. The Title Policy or an unconditional commitment by Title Company to issue the Title Policy promptly after Closing.

11.2.6 Non-Foreign Affidavit. An affidavit of Seller that evidences that it is exempt from the withholding requirements of Section 1445 of the Code.

11.2.7 Subtenant Notifications. Seller shall deliver to Purchaser signed notifications to be sent to each subtenant under the Subleases, if any, after Closing advising of the transfer of ownership and directing that all further payments of rent be made as directed by Purchaser.

11.2.8 State Specific Documents. Any disclosures, reports, instruments or other documents required by the Title Company or the laws of the State of Florida in order to consummate the sale of the Property. Specifically, within ten (10) days of Seller's execution of this Agreement, Seller shall deliver to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes.

11.2.9 Settlement Sheets and Funds. Settlement statements reflecting the Purchase Price and all adjustments and prorations to be made thereto pursuant to this Agreement including, without limitation, paragraph 12 below, together with any amounts, in immediately available funds, required to be paid by either party thereunder.

11.2.10 Updated Certificates. Seller will deliver to Purchaser a duly executed certificate as contemplated by paragraph 5.3 hereof on DSL's standard approved forms. Seller's certificate will contain an update to the Rent Roll indicating any matters thereon that have changed from the date of the Rent Roll to the Closing Date. Purchaser will deliver to Purchaser a duly executed certificate as contemplated by paragraph 6.2 hereof.

11.3 Further Documents. Seller and Purchaser will execute and deliver such other documents and will take such other action at Closing as may be necessary or appropriate to carry out their respective obligations under this Agreement, without further representations or warranties other than those contained herein.

11.4 Possession, Additional Deliveries. On the Closing Date, Seller will deliver to Purchaser all keys to the Improvements and the Subleases, Contracts, Permits and Warranties and the Plans to the extent in Seller's possession.

12. **Adjustments and Prorations**. The following adjustments and prorations will be made at Closing and reflected, where appropriate, on the settlement sheets described in paragraph 11 above:

12.1. Sublease Rentals. All income from the Subleases, if any, and any portion of the Property shall be prorated through the Closing on the basis that Purchaser shall receive a credit for all rent which Seller has actually received and is allocable to the period after the Closing Date. Acquiring Agency shall receive all income accruing on or after the Closing Date, and Seller shall receive all income accruing prior to the Closing Date. Delinquent rent due from subtenants under the Subleases, if any, on or prior to the Closing collected by Acquiring Agency after the Closing shall be paid over by Purchaser to Seller as and when collected. Any rents collected by Acquiring Agency after Closing shall be first applied to the current month's rent due on the date of receipt or rent to become due within fourteen days thereafter, then to delinquent rents for any period occurring after the Closing Date and then to delinquent rents for any period occurring on or prior to the Closing Date. Seller shall also give Purchaser credit for any security and other deposits held under the terms of any and all Subleases and Purchaser shall assume responsibility to the subtenants with respect to any such security deposits.

12.2. Ground Lease. To the extent applicable, rents payable under the Ground Lease will be prorated between Seller and Acquiring Agency through the Closing Date. Seller will pay all such amounts due under the Ground Lease and attributable to any period on or prior to the Closing Date. Acquiring Agency shall pay all amounts due under the Ground Lease and attributable to any period after the Closing Date.

12.3. Ad Valorem Taxes. All real estate and personal property taxes attributable to the Property shall be paid by Seller at Closing pursuant to section 196.295, Florida Statutes. Seller shall pay all such taxes due and payable at Closing and which are attributable to the Property for any period on or prior to the Closing Date. If Trustees acquire title to the Property between January 1 and November 1, Seller shall, in accordance with section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the

Property. If Trustees acquire title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12.4. Operating Expenses. Operating Expenses attributable to the Property shall be prorated at Closing. Seller will pay all utility charges and other operating expenses attributable to the Property through the Closing Date (except for those utility charges and operating expenses payable directly by the subtenants in accordance with the Subleases, if any). Seller and Purchaser will adjust after Closing in cash at the time such adjustments are made with any subtenants, any overbilling or underbilling of the subtenants under the Subleases for operating expenses and/or real or personal property taxes payable by a subtenant pursuant to the Subleases resulting from a difference in the actual operating expenses and taxes for the Property payable by the subtenants during the year of Closing and the estimated operating expenses upon which such subtenant's estimated payments are currently being made. Purchaser will arrange with all utilities services and companies servicing the Property to have new accounts started in the name of Purchaser beginning at 12:01 a.m. on the Closing Date.

12.5. Documentary Stamp Taxes. Seller shall pay all documentary stamp taxes on the Assignment and Assumption of Ground Lease described in paragraph 11.2.1 of this Agreement and associated with the conveyance, if any, of the Property to Trustees.

12.6 Closing Costs. In addition to the allocation of costs set forth in other provisions of this Agreement, (i) Seller shall be responsible for the payment of: (a) the cost of satisfying any liens on the Property, (b) the cost to cure title defects to the extent agreed to by Seller, (c) the fees of Seller's attorneys, and (d) the Broker's commission as set forth in Section 14 below; and (ii) Acquiring Agency shall be responsible for the payment of: (a) all costs of conducting its investigations of the Property, (b) all title insurance premiums attributable to the cost of the Title Policy including, without limitation, the cost of any special endorsements to such Title Policy (excluding the costs referenced above with respect to Seller's cure of title objections if agreed to by Seller), (c) the fees of Purchaser's attorneys, (d) all nominal recording costs, (e) the cost for any new or re-certified Survey obtained by Purchaser, and (e) any expenses of financing the Purchase Price including, but not limited to, appraisals and documentary stamp taxes on any mortgage with accompanying intangible tax.

12.7 Date of Prorations. The prorations and adjustments provided for in this Section 12 shall be made so that the Acquiring Agency shall receive the income and be charged with the expense of the operation of the Property on or after the Closing Date and Seller shall receive the income and be charged with the expense of operation of the Property before the Closing Date.

12.8 Survival. The parties' obligations under this paragraph 12, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

13. Casualty Damage.

13.1. Notice and Estimate. In the event that the Improvements should be damaged by any casualty prior to Closing, Seller will promptly give Purchaser written notice of such occurrence, and as soon thereafter as practicable, will provide Purchaser with an estimate made by an architect, engineer or contractor selected by Seller and approved by Purchaser (which approval will not be unreasonably withheld or delayed) of the cost and amount of time required to repair such damage. If it is so estimated that it will take longer than until the Closing Date to repair such damage and if neither party terminates this Agreement pursuant to paragraphs 13.2 and 13.3 below, then Purchaser will be given an opportunity to review and approve any construction contract which Seller proposes to enter into to have such damage repaired and Purchaser will not unreasonably withhold or delay such approval.

13.2. Minor Damage. If the estimated cost of repairing such damage is less than \$250,000.00, Purchaser may elect to terminate this Agreement upon written notice to the Seller within ten (10) days after receipt of the estimate, in which event the Title Company will return the deposit to Purchaser and both parties will be relieved of any further obligations hereunder, except the Surviving Obligations; however, if Purchaser does not elect to so terminate the Agreement, then Seller will promptly contract for and commence the repairs and complete so much thereof as may be accomplished prior to the Closing Date. In the event such repairs are not completed on or before the Closing Date, Seller will assign to Purchaser so much of the insurance proceeds resulting from such damage as have not then been expended for repairs, and Seller will assign to Purchaser, and Purchaser will assume, the rights and obligations under the construction contract pursuant to which such repairs are being completed.

13.3. Major Damage. If the estimated cost of such repairs is \$250,000.00 or more, then either Seller or Purchaser may elect to terminate this Agreement upon written notice to the other given within ten (10) days after both parties' receipt of the estimate in which event the Title Company will return the Deposit to Acquiring Agency and both parties will be relieved of any further obligations hereunder, except for the Surviving Obligations; however, if neither party elects to so terminate this Agreement, then this Agreement will remain in full force and effect and the parties will proceed in accordance with paragraph 13.2.

14. Condemnation.

14.1. Notice. If prior to Closing Seller learns of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of all or any portion of the Real Property, Seller will notify Purchaser promptly thereof.

14.2. Termination. Other than with respect to an "*Immaterial Taking*" (as defined below), any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Real Property between the date of this Agreement and the Closing Date will, at Purchaser's option, cause a termination of this Agreement. The election to terminate provided hereby must be exercised by Purchaser (or will be deemed to have been waived) by notice to Seller to that effect given within fifteen (15) days following Purchaser's

receipt of Seller's notice pursuant to paragraph 14.1 above. Upon delivery of such termination notice, the Title Company will return the Deposit to Purchaser and both parties will be relieved of any further obligations hereunder, except for the Surviving Obligations. If Purchaser does not elect to so terminate this Agreement, or in the event of an Immaterial Taking, Seller will be relieved of all obligations under this Agreement with respect to the portion of the Real Property so taken or condemned, but Purchaser will be entitled to receive all proceeds of any such taking or condemnation, and Seller agrees that it will not make any adjustment or settlement of any such taking or condemnation proceeding without Purchaser's consent and will take at Closing all action necessary to assign its entire interest in such award to Purchaser. Any taking or condemnation for any public or quasi-public purpose or use which does not affect access, reduce parking or take any part of the Improvements will be deemed an "*Immaterial Taking*."

15. Brokers and Commissions.

15.1. Commissions. If, as and when Closing occurs and Seller receives the Purchase Price, Seller will pay to Matthew T. McKeever, CCIM, SIOR of Cushman & Wakefield, Purchaser's broker ("*Broker*"), a commission pursuant to the terms of a separate agreement for services rendered in connection with this transaction. Seller agrees to indemnify and hold Purchaser harmless from and against any loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys' fees) paid or incurred by Purchaser by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Seller. .

15.2. Survival. The Seller's and Acquiring Agency's obligations under this paragraph 15 will survive Closing or any termination of this Agreement and remain fully enforceable thereafter.

16. Remedies.

16.1. Seller's Default. In the event that Seller shall fail to perform any of the material covenants or agreements contained herein which are to be performed by Seller, and such default continues uncured for ten (10) days after written notice specifying such default from Purchaser to Seller, Purchaser may, at its option, either (a) terminate this Agreement by giving written notice of termination to Seller, whereupon the Title Company shall return the Deposit to Purchaser and both Purchaser and Seller shall be relieved of any further obligations or liabilities hereunder except for Surviving Obligations; or (b) seek (i) direct (and not consequential) damages in the amount of Purchaser's third-party out-of-pocket expenses reasonably incurred in connection with Seller's default, or (ii) specific performance of this Agreement and direct (and not consequential) damages in the amount of Purchaser's third-party out-of-pocket expenses reasonably incurred in connection with Seller's default.

16.2 Purchaser's Default. In the event that Purchaser shall fail to perform any of the material covenants or agreements contained herein which are to be performed by Purchaser and such default continues uncured for ten (10) days after written notice specifying such default from Seller to Purchaser, Seller may, at its option, and as its sole and exclusive remedy, terminate this Agreement by giving written notice of termination to Purchaser, whereupon the Title Company shall pay the Deposit to Seller as liquidated damages and both Purchaser and Seller shall be relieved of any further obligations or liabilities hereunder except for Surviving Obligations. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages.

16.3 Indemnities; Defaults after Closing or Termination. The limitations on the parties' remedies set forth in paragraphs 16.1 and 16.2 will not be deemed to prohibit either Seller or Acquiring Agency from (i) seeking indemnification from the other for any matter with respect to which such other party has agreed hereunder to provide indemnification or from seeking damages from such other party in the event it fails or refuses to provide such indemnification; (ii) seeking damages incurred during the period of time after Closing that a representation or warranty given as of the Closing Date by the other party hereunder survives Closing, for the other party's breach of such representation or warranty discovered after such Closing; (iii) seeking damages or such equitable relief as may be available for the other party's failure to perform after Closing hereunder any obligation hereunder which expressly survives Closing; or (iv) seeking damages or such equitable relief as may be available for the other party's failure to perform after any termination of this Agreement any Surviving Obligations; provided, however, that in no event will either party be entitled to recover from the other any punitive, consequential or speculative damages, and no party may claim any indemnification or damages of any kind from Trustees.

17. **General Provisions.** The parties further agree as follows:

17.1. Confidentiality. To the extent not in conflict with Chapter 119, Florida Statutes, each party shall hold in strict confidence all documents and information concerning the other and its business and properties and if the transaction contemplated hereby should not close, such confidence shall be maintained, and all such documents and information (in written form) shall immediately thereafter be returned to the party originally furnishing the same. No public disclosure, either written or oral, of the existence or terms of this Agreement shall be made by either Purchaser or Seller without the consent of the other unless otherwise required by law. The foregoing provision shall not, however, be construed to prohibit any party from making any disclosures to any governmental authority which it is required to make by law or to prohibit any party from disclosing to its investors, lenders, accountants, consultants and attorneys such terms of this transaction as are customarily disclosed to them in connection with similar acquisitions or from any party instituting a legal action in accordance with Section 15 above to enforce the provisions of this Contract. The parties shall at all time act in accordance with the requirements of Chapter 119, Florida Statutes.

17.2. Time and Dates. Time is of the essence of this Agreement and Seller's and Purchaser's obligations hereunder. For purposes of determining dates under this Agreement

(a) a day that is a specified number of days after a given date will be the day that occurs the specified number of days after (but not including) the given date (so that, e.g., the day that is ten (10) days after January 1 will be January 11); and (b) a day that is a specified number of months after a given date will be the day that occurs on the same day of the calendar month as the given date the specified number of months later (so that, e.g., the day that is four (4) months after January 15 will be May 15). If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday, which day is sometimes referred to herein as a "business day".

17.3. Attorneys' Fees. In the event it becomes necessary for Purchaser or Seller to file a suit to enforce this Agreement or any provisions contained herein, then each party in such suit will be responsible for its own attorneys' fees and court costs incurred in such suit.

17.4. Entire Agreement. No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties, including, without limitation, any signed or unsigned letters of intent, relating to the purchase and sale of the Property. All prior negotiations between the parties, including without limitation, any signed or unsigned letters of intent, are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth herein.

17.5. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Florida.

17.6. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and addressed as set forth below. Any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt; or upon actual receipt if transmitted by facsimile or email to the facsimile number or email address set forth below, provided, however, that any notice given by email shall be promptly confirmed by facsimile:

If to Seller, to:

Cowperwood Orlando I, LLC
151 Lafayette Drive, Suite 150
Oak Ridge, Tennessee 37830
Attention: J. Mark Harvey
Facsimile: (865) 483.8491
Email: mharvey@cowperwood.com

Attachment B

With a copy to:

ScottHulse, PC
1100 Chase Tower
201 East Main Drive
El Paso, Texas 79901
Attention: Bernard D. Felsen
Facsimile: (915) 546-83333
Email: bfel@scotthulse.com

If to Trustees, to:

Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida
Division of State Lands, Florida Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 115
Tallahassee, Florida 32399-3000

If to Acquiring Agency, to:
University of Central Florida
4365 Andromeda Loop North
Orlando, FL 32816
Attention: General Counsel

With a copy to:
Philip L. Logas, Esq.
Philip L. Logas, P.A.
1525 International Parkway
Suite 4021
Lake Mary, Florida 32746
Email: plogas@logaslaw.com

The above addresses may be changed by written notice to the other party given as set forth herein.

17.7. No Recording. This Agreement will not be recorded by either party.

17.8. Headings. The headings which appear in some of the Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

17.9. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other

counterpart. Executed copies hereof may be delivered by facsimile or email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

17.10. Assignment. This Agreement cannot be assigned in whole or in part by either party without the prior written consent of the other, provided, however, that Purchaser may assign this Agreement to an Affiliate of Purchaser.

17.11. Successors and Assigns. Subject to paragraph 17.10, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.12 Effective Date. The “*Effective Date*” of this Agreement shall be the date that this Agreement is last signed by Seller and Purchaser, but in any event shall not be a date prior to approval of this Agreement by the Trustees at a scheduled meeting of the Governor and Cabinet sitting as the Trustees.

17.13 Offer. The execution of this Agreement by one party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by September 30, 2015, the offer will lapse and become null and void.

17.14 Purchaser Approval. In the event Purchaser approval is required for any portion or portions of this Agreement, it shall be required that both the Trustees and Acquiring Agency each give approval. Failure to approve by either party shall not constitute the requisite approval.

17.15 Definitions and Index of Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall, unless expressly stated otherwise, have the meaning specified in this paragraph 17.15. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa. “Includes” or “including” shall mean, “including, without limitation.”

“*Additional Deposit*” shall have the meaning set forth in paragraph 2.1 hereof.

“*Agreement*” shall have the meaning set forth in the first paragraph hereof.

“*Broker*” shall have the meaning set forth in paragraph 14.2 hereof.

“*Building*” shall have the meaning set forth in the Recitals.

“*Closing*” shall have the meaning set forth in paragraph 2.3 hereof.

“*Closing Date*” shall have the meaning set forth in paragraph 11.1 hereof.

“*Deposit*” shall have the meaning set forth in paragraph 2.1 hereof.

“*Effective Date*” shall have the meaning set forth in paragraph 17.12 hereof.

“*Environmental Law*” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or

natural resources, or to releases or threatened releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as now or may hereafter be in effect.

“Estoppels” shall have the meaning set forth in paragraph 3.8 hereof.

“Express Warranties” shall have the meaning set forth in paragraph 7.1 hereof.

“Improvements” shall have the meaning set forth in the Recitals hereof.

“Ground Lease” shall have the meaning set forth in the Recitals hereof.

“Hazardous Materials” means any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and urea-formaldehyde insulation.

“Immaterial Taking” shall have the meaning set forth in paragraph 14.2 hereof.

“Initial Deposit” shall have the meaning set forth in paragraph 2.1 hereof.

“Inspection Period” shall have the meaning set forth in paragraph 3.4 hereof.

“Intangible Property” shall have the meaning set forth in the Recitals hereof.

“Land” shall have the meaning set forth in the Recitals hereof.

“Leasehold Estate” shall have the meaning set forth in the Recitals hereof.

“New Sublease” shall have the meaning set forth in paragraph 8.2 hereof.

“Permits” shall have the meaning set forth in the Recitals hereof.

“Permitted Exceptions” shall have the meaning set forth in paragraph 3.2 hereof.

“Person”, whether or not capitalized, means any individual, partnership, limited liability company, corporation, association, business trust, government or political subdivision thereof, governmental agency or other entity.

“Plans” shall have the meaning set forth in the Recitals hereof.

“Property” shall have the meaning set forth in the Recitals hereof.

“Property Information” shall have the meaning set forth in paragraph 3.1 hereof.

“Purchase Price” shall have the meaning set forth in paragraph 2 hereof.

“Purchaser” shall have the meaning set forth in the first paragraph hereof.

“Real Property” shall have the meaning set forth in the Recitals hereof.

“Rent Roll” shall have the meaning set forth in paragraph 5.1.5 hereof.

“Seller” shall have the meaning set forth in the first paragraph hereof.

“Subleases” shall have the meaning set forth in the Recitals hereof.

“Subsequent Defect” shall have the meaning set forth in paragraph 4.2 hereof.

“Survey” shall have the meaning set forth in paragraph 3.1.1 hereof.

Attachment B

“Surviving Obligations” shall have the meaning set forth in paragraph 3.2 hereof.

“Title Commitment” shall have the meaning set forth in paragraph 3.2 hereof.

“Title Company” shall have the meaning set forth in paragraph 2 hereof.

“Title Policy” shall have the meaning set forth in paragraph 4.1 hereof.

“Title Underwriter” shall have the meaning set forth in paragraph 3.2 hereof.

“Warranties” shall have the meaning set forth in the Recitals hereof.

[Balance of Page is Left Intentionally Blank - Signatures Appear on Following Page]

Attachment B

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

COWPERWOOD ORLANDO I, LLC,
a Florida limited liability company

Witnesses:

Delana Jordan
Print Name: Delana Jordan

Mitzi E. Hairston
Print Name: Mitzi Hairston

By: *J. Mark Harven*

Name: J. MARK HARVEN

Title: VICE PRESIDENT

Date: AUGUST 25, 2015

TRUSTEES:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA**

**BY DIVISION OF STATE LANDS OF
THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Witnesses:

Print Name: _____

Print Name: _____

BY: _____

Kelley Boree

Division Director

Date: _____, 2015

Approved as to Form and Legality

By: _____
Date: _____

Attachment B

ACQUIRING AGENCY:

UNIVERSITY OF CENTRAL FLORIDA, a
public university, on behalf of its Board of Trustees

Witnesses:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____, 2015

Attachment B

This Agreement, together with the Initial Deposit described therein in the amount of \$25,000, has been received by the Title Company this ____ day of _____, 2015.

TITLE COMPANY:

Date: _____, 201 ____

By: _____

Name: _____

Title: _____

Tel: _____

Fax: _____

List of Schedules and Exhibits:

Schedules:

Schedule 1 – Description of Leasehold Estate

Schedule 2 – Legal Description of the Land

Schedule 3 – Subleases

Exhibits:

Exhibit A – Form of Estoppel Certificate

Exhibit B – Intentionally Deleted

Exhibit C – Form of Assignment and Assumption of Ground Lease

Exhibit D – Intentionally Deleted

Exhibit E – Form of General Assignment

Attachment B

Schedule 1
DESCRIPTION OF THE LEASEHOLD ESTATE

Attachment B

Schedule 2
LEGAL DESCRIPTION OF THE LAND
[Reserved]

Attachment B

Schedule 3
THE SUBLEASES

Attachment B

Exhibit A
FORM OF TENANT ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

_____, 2015

Re: Lease Dated: _____, 20____
 Tenant: _____
 Premises: _____

Ladies and Gentlemen:

It is our understanding that the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, by and through the University of Central Florida, a public university, on behalf of its Board of Trustees, or its assigns (collectively the "Purchaser") will be purchasing the office building (the "Building"), in which the premises described above (the "Premises") are located.

Accordingly, the tenant named above (the "Tenant"), in and under the lease described above (the "Lease") hereby certifies to Purchaser, and any assignee of Purchaser under the Purchase and Sale Agreement between Cowperwood Orlando I, LLC (the "Seller") and Purchaser, that as of the date hereof:

1. The Lease represents the entire agreement between the Seller as the landlord under the Lease ("Landlord") and Tenant, is in full force and effect and has not been assigned, extended, modified, supplemented or amended in any way, except as noted in the attachments hereto, and a true, correct and complete copy of the Lease, including any and all amendments, is attached hereto as Exhibit A.

2. Tenant has accepted possession of the Premises.

3. Tenant has fully inspected the Premises and found the same to be as required by the Lease and in good order and repair, and any improvements required by the Lease to be made by Landlord have been completed to the satisfaction of the undersigned.

4. The primary term of the Lease commenced on _____, and continues to _____, and contains _____ renewal options of _____ years each.

5. The current monthly base rent (exclusive of Tenant's share of operating expenses, insurance premiums and taxes) is \$_____. Tenant is also obligated to pay its proportionate share of certain taxes, insurance premiums and other costs and expenses associated with the Premises in accordance with the terms of the Lease, and the current monthly payment of such proportionate share is \$_____.

6. Rental payments are being made on a current basis and have been paid through the month of _____, 2015. Tenant has not entered into any agreements providing for the discounting, advance payment, abatement or offsetting of rents and no rent has been paid for more than one (1) month in advance.

7. Tenant has paid a security deposit of \$_____ to Landlord.

8. As of this date, Tenant has not given Landlord notice of any existing violation of the Lease or notice of Tenant's intent to vacate the Premises other than at the end of the term of the Lease or as otherwise provided in the Lease. To Tenant's knowledge, Landlord is not in default under any of the terms, conditions, provisions or agreements of the Lease, and Tenant has no offsets, claims or defenses against Landlord.

9. Tenant has no options or rights of first refusal to purchase the Building, the Premises or any part thereof, except as set forth in the Lease, which includes _____.

10. Tenant is the sole owner and holder of the leasehold estate created by the Lease. Tenant has not subleased any portion of the Premises, nor has Tenant assigned all or any portion of Tenant's rights under the Lease.

11. All insurance required of Tenant by the Lease has been provided by Tenant and all premiums now due have been paid.

12. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant.

13. Tenant, at Purchaser's request, agrees to cancel the Lease at Purchaser's closing with Landlord and enter into a new lease with Purchaser or Purchaser's designee for a period not to exceed twelve months from the date of closing and upon the terms and conditions contained within the standard sublease form of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

14. Tenant acknowledges that Purchaser and its permitted assigns may rely on this Tenant Estoppel Certificate.

Dated: _____, 2015.

TENANT:

a _____

By: _____

Name: _____

Title: _____

Attachment B

Exhibit B

INTENTIONALLY DELETED

Exhibit C

FORM OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made and entered into as of the ____ day of _____, 2015, between Cowperwood Orlando I, LLC, a Florida limited liability company ("Assignor"), and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Assignee").

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, all right, title and interest of Assignor as lessee under that certain Ground Lease described in Exhibit A attached hereto and incorporated herein a memorandum of which is recorded in Official Records Book _____, at Page _____, of the Public Records of Orange County, Florida by reference for all purposes (the "Ground Lease").

Assignor shall indemnify, protect, defend and hold Assignee harmless from and against any and all claims, damages, losses, liabilities, costs and/or expenses, including reasonable attorneys' fees, asserted against or suffered or incurred by Assignee as a result of or in connection with any liabilities or obligations on the part of Assignor under the Ground Lease accruing prior to the date hereof.

Assignee hereby expressly assumes all liabilities and agrees to perform all obligations of Assignor under the Ground Lease to be performed from and after the date hereof and shall indemnify, protect, defend and hold Assignor harmless from and against any and all claims, damages, losses, liabilities, costs and/or expenses, including reasonable attorneys' fees, asserted against or suffered or incurred by Assignor as a result of or in connection with Assignee's failure to perform such assumed obligations from and after the date hereof.

This Assignment shall bind and inure to Assignor and Assignee and their respective successors and assigns.

[Remainder of Page Intentionally Blank]

Attachment B

ASSIGNOR:

COWPERWOOD ORLANDO I, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

By: _____

Name: _____

Title: _____

STATE OF _____)

_____)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2015, by _____, as _____ of _____, a _____, on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF _____

My Commission Expires:

Attachment B

STATE OF _____)

)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2015, by
_____, as _____ of _____, a
_____, on behalf of said _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF _____

My Commission Expires:

AFTER RECORDING, RETURN TO:

Attachment B

Exhibit D

INTENTIONALLY DELETED

Exhibit E
FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment"), is made as of the ____ day of _____, 2015, between Cowperwood Orlando I, LLC, a Florida limited liability company ("Assignor"), and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Assignee").

Assignee has this day acquired from Assignor all of Assignor's right, title and interest in and to the ground leasehold interest in the land more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), together with the building (the "Building") located thereon and the other improvements located thereon (such Building and other improvements collectively referred to herein as the "Improvements").

In consideration of Assignee's acquisition of Assignor's right, title and interest in and to the Property and the Improvements and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignor hereby assigns, transfers and sets over unto Assignee, and Assignee hereby accepts from Assignor, all right, title and interest of Assignor in and to the following:

1. Warranties, Permits and Plans. All (i) all unexpired warranties, guarantees and bonds, including, without limitation, contractors' and manufacturers' warranties or guarantees, relating to the Improvements, to the extent the same remain in full force and effect and may be lawfully assigned to Assignee (the "Warranties"); (ii) all governmental permits, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, relating to the construction, use or operation of the Property and/or, the Improvements, to the extent the same may be lawfully assigned to Assignee (the "Permits"), and (iii) all site plans, surveys, plats, plans, soil and substratus studies, architectural, construction, road, drainage and utility drawings, plans and specifications, engineering plans and studies, landscape plans, and other plans and studies of any kind if existing and in Assignor's possession or control, to the extent that they relate only to the Property or the Improvements and are assignable (the "Plans").

2. Intangible Property. All rights, privileges, easements, hereditaments, and appurtenances in any way related to, belonging to, or used in connection with the operation of the Property and/or the Improvements (the "Intangible Property"), excluding that certain Ground Lease dated December 29, 2005 between Assignor and Campus Point Realty Corporation, a California corporation, and any amendments or modifications thereto.

Attachment B

This Assignment is made subject to and excepting therefrom (a) claims for any sums owed to Assignor from the obligor that were asserted in writing by Assignor on or before the date hereof and (b) claims for sums incurred by Assignor arising out of or in connection with correction by Assignor of any defects in the condition of any improvements to the Property, if any, and disclosed to Assignee in writing prior to the date hereof.

EXCEPT FOR THOSE CERTAIN WARRANTIES AND REPRESENTATIONS THAT ARE SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN ASSIGNOR AND ASSIGNEE, ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE OR KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE CONTRACT OR PROPERTY RIGHTS ASSIGNED HEREBY, INCLUDING, BUT NOT LIMITED TO: TITLE; COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; DOCUMENTS PREPARED BY ANY THIRD PARTY; PATENT INFRINGEMENT OR LATENT DEFECTS. BY ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT IT HAS INSPECTED SUCH ASSIGNED CONTRACT AND/OR PROPERTY RIGHTS AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE SAME "AS IS, WHERE IS" AND "WITH ALL FAULTS," WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED.

If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, each party shall bear its own costs and expenses of such litigation including, without limitation, reasonable attorneys' fees.

This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

Assignor shall, at no cost to Assignor, (i) cooperate with Assignee to fully vest in Assignee the rights, titles and interests intended to be assigned by this Assignment, and (ii) execute and deliver to Assignee all documents, instruments or conveyances reasonably required to accomplish such transfer.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the _____ day of _____, 2015.

[Signature page follows]

Attachment B

ASSIGNOR:

COWPERWOOD ORLANDO I, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida

By: _____

Name: _____

Title: _____

ITEM: INFO-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Board Committee and Direct Support Organization Assignments

DATE: September 24, 2015

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.

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
August 25, 2015**

<u>Advancement</u>	<u>Audit, Operations Review, Compliance, and Ethics</u>	<u>Compensation and Labor, Ad Hoc</u>	<u>Educational Programs</u>
Minimum of five members Development and alumni relations, public and governmental relations, marketing, communications, and admissions	Minimum of three members Financial practices and management, internal controls, and standards of conduct for university and affiliates	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	Minimum of five members Academic and student life, components of the university, athletics, and strategic planning
Clarence Brown, Chair Alan Florez, Vice Chair Joseph Conte Alex Martins Beverly Seay Cait Zona	Beverly Seay, Chair Olga Calvet, Vice Chair Keith Koons John Sprouls William Yeargin	John Sprouls, Chair Olga Calvet, Vice Chair Clarence Brown Joseph Conte Ray Gilley	Robert Garvy, Chair Beverly Seay, Vice Chair Olga Calvet Keith Koons Cait Zona
Marcos Marchena (Ex Officio)	Marcos Marchena (Ex Officio)	Marcos Marchena (Ex Officio)	Marcos Marchena (Ex Officio)
Staff: Dan Holsenbeck Grant Heston Michael Morsberger	Staff: Rhonda Bishop Robert Taft	Staff: Scott Cole Shelia Daniels	Staff: Dale Whittaker

<u>Finance and Facilities</u>	<u>Nominating and Governance</u>	<u>Strategic Planning</u>	<u>Direct Support Organizations</u>
<p>Minimum of five members</p> <p>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</p>	<p>Minimum of five members</p> <p>Trustee assessment, trustee nominations, election procedures, presidential search procedures, and governance</p>	<p>Minimum of five members</p> <p>Provide support and guidance regarding strategic planning and the implementation of strategic plans</p>	<p>Athletics–Alan Florez Convocation–Beverly Seay Finance–Olga Calvet Foundation–Marcos Marchena Lockwood Community–William Yeargin Medical College–Clarence Brown Research Foundation–Joseph Conte Stadium–Robert Garvy</p>
<p>Alex Martins, Chair Robert Garvy, Vice Chair Alan Florez Keith Koons John Sprouls William Yeargin Cait Zona</p>	<p>Olga Calvet, Chair Alex Martins, Vice Chair Alan Florez Ray Gilley Beverly Seay</p>	<p>Alan Florez, Chair Clarence Brown, Vice Chair Robert Garvy Keith Koons Cait Zona</p>	
<p>Marcos Marchena (Ex Officio)</p> <p>Staff: William F. Merck II</p>	<p>Marcos Marchena (Ex Officio)</p> <p>Staff: Scott Cole</p>	<p>Marcos Marchena (Ex Officio)</p> <p>Staff: Dale Whittaker</p>	

M:\Board of Trustees\BOT Committee Assignments
August 25, 2015

ITEM: INFO-2

**University of Central Florida
Board of Trustees**

SUBJECT: 2016 Revised Finance and Facilities Committee Meeting Dates

DATE: September 24, 2015

PROPOSED BOARD ACTION

Information only.

BACKGROUND INFORMATION

The 2016 Board of Trustees' Finance and Facilities Committee meetings are scheduled as follows and are subject to change:

March 2	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
April 13	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
May 26	Time - TBD	Thursday	Fairwinds Alumni Center
June 22	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
August 24	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
October 12	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393
December 7	8:30 – 10:30 a.m.	Wednesday	Millican Hall, #393

Supporting documentation: None

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

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

ITEM: CL-1

**University of Central Florida
Board of Trustees**

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

DATE: September 24, 2015

PROPOSED BOARD ACTION

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

BACKGROUND INFORMATION

The law enforcement officers, corporals, and sergeants at the University of Central Florida are represented for purposes of collective bargaining by the Central Florida Police Benevolent Association. The parties entered into a three-year collective bargaining agreement that expires on September 30, 2015, and pursuant to that agreement, negotiations for a successor agreement began in June 2015. The unit employees voted to ratify the resulting three-year collective bargaining agreement on September 2, 2015. The University of Central Florida administration recommends in favor of ratification.

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

Prepared by: Shelia Daniels, Interim Associate Vice President and Chief Human Resources Officer

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

**2015-2018
UCF–BOT– PBA
Collective Bargaining
Agreement**

**UCF–BOT– PBA
Collective Bargaining Agreement
Table of Contents
2015-2018**

	PAGE:
Article 1 Recognition	2
Article 2 Non-Discrimination	3
Article 3 Management Rights	4
Article 4 Employee Representation	6
Article 5 Work Stoppages	8
Article 6 Internal Investigations and Disciplinary Action	9
Article 7 Dues Deduction	14
Article 8 Grievance and Arbitration	15
Article 9 Labor-Management Non-Bargaining Committees	20
Article 10 Assigned Duties	22
Article 11 Health and Safety and Physical Fitness	23
Article 12 Performance Evaluations	25
Article 13 Workday, Work Period, and Overtime	26
Article 14 Benefits and Awards	29
Article 15 Training Opportunities	31
Article 16 Change in Assignment	32
Article 17 Court Appearances and Call-Back	33
Article 18 Lay-Offs	34
Article 19 Pension	35
Article 20 Probationary Periods and Promotions	36
Article 21 Life and Accidental Death & Dismemberment Insurance	39
Article 22 Voting	40
Article 23 Defense and Indemnity	41
Article 24 Prevailing Rights	42
Article 25 Leave and Holidays	43
Article 26 Vehicles	44
Article 27 Uniforms and Equipment	45
Article 28 No Smoking Policy	47
Article 29 Wages	48
Article 30 Totality of Agreement	50
Article 31 Savings Clause	51
Article 32 Duration	52
Exhibit A – Grievance Form Step 1	53
Exhibit B – Grievance Form Step 2	54
Exhibit C – Grievance Form Step 3	55
Signature Page	56

AGREEMENT

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

Article 1

RECOGNITION

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

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

INCLUDED:

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

EXCLUDED:

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

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

Article 2

NON-DISCRIMINATION

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

Section 2. Neither the University nor the PBA shall discriminate against any employee based upon any protected category, as outlined in University Regulation UCF-3.001. Any such allegations shall be subject to the University's procedures, and after exhaustion of such procedures, to the procedures of the Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. Under no circumstances shall the grievance/arbitration procedures set forth in this Agreement be utilized to process any such allegations.

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

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

Article 3

MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 4

EMPLOYEE REPRESENTATION

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

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

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

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

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

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

Section 7. Employees may request accrued annual leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions in the same manner and under the same conditions as are applicable to other annual leave requests. Upon the approval of the Police Chief or his designee, members of the PBA's negotiating committee may be permitted to adjust their work schedules to accommodate negotiation meeting dates and times in order to retain their full-time work hours for the pay period, without use of personal leave. Under no circumstances will the Police Chief approve schedule adjustments for attendance at negotiating sessions where he determines that such approval would result in additional costs to the Department, or the reduction of on-duty staff to an unacceptable level.

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

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

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

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

Article 5

WORK STOPPAGES

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

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

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

Article 6

INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

I. Internal Investigations

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

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

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

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

2.4 The bargaining unit employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time, unless specifically waived by the officer under investigation (F.S. 112.532,(1)(c)).

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

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

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

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

interrogation session shall be made available to the interrogated bargaining unit employee no later than 72 hours, excluding holidays and weekends, following said interrogation.

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

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

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

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

- A. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
- B. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.

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

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

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

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

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

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

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

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

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

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

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

Section 12. At the discretion of the Chief of Police, in consultation with the Associate Vice President of Human Resources, an employee charged with conduct of such a nature as to impede job performance or endanger the public may be suspended pending an investigation outcome. Suspension may be with or without pay until findings and charges, if any, are determined.

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

II. Disciplinary Action

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

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

Section 16. Employees shall receive a copy of any disciplinary action at the time such disciplinary action takes place. A copy of any disciplinary action taken will be placed in the employee's personnel file housed in Human Resources.

Section 17. This article shall not restrict supervisors from issuing oral reprimands or letters of counseling. Oral reprimands and letters of counseling shall not be subject to the grievance procedure. Letters of counseling are non-disciplinary. Oral reprimands and letters of counseling will not be placed in the Human Resources personnel file.

Section 18. Grievability of Disciplinary Actions:

18.1 Written reprimands may be grieved only through Step 2 of the Grievance Procedure. After two years have elapsed from the date of the written reprimand, such reprimand will not be used for escalating the level of future disciplinary action.

18.2 Suspension, disciplinary demotion, and reduction in pay for disciplinary reasons may be grieved through Step 3 of the Grievance Procedure and on to Arbitration.

18.3 Dismissals may enter the Grievance Procedures at Step 2 for expediency and may be grieved through to Arbitration.

Section 19. Discipline Dispute Resolution Process (DDRP):

A DDRP affords an employee, who is subject of an administrative policy violation and/or investigation that may lead to disciplinary action and the Police Department an opportunity to internally mediate a mutually acceptable resolution prior to formal disciplinary processes.

19.1 The employee may request a Discipline Dispute Resolution Meeting (DDRM) at any time prior to a final receipt of discipline or prior to filing a formal grievance. The purpose of the meeting will be to discuss potential discipline and administrative charges in order to determine if a consensus resolution can be reached on the appropriate charges and discipline, if any. This is an informal process, therefore an employee may not have legal representation involved on their behalf in the DDRP.

19.2 The requesting employee shall complete a Request to Initiate a DDRP form (DDRP Request Form), which is located on the Police Department's intranet, and shall return the form to the Professional Standards Commander. The DDRP Request Form will be forwarded for review by the Chief of Police. The Chief of Police will notify the requesting employee of an approval or disapproval of the request in no later than seven (7) calendar days from date of receipt.

19.3 The Department shall set the time and date of the DDRM to be within ten (10) days of acceptance to proceed with the request. The meeting shall be held with the Deputy Chief, the requesting employee and the employee's supervisor, or an appropriate designee. The requesting employee is required to personally attend, but may be accompanied by an employee representative during the proceeding, if so desired.

19.4 Should the parties reach a consensus, that consensus shall be reduced to writing by the Deputy Chief. In the event that a DDRM results in a disciplinary action being forthcoming, the Deputy Chief shall have the authority to approve up to one-hundred and twenty (120) hours of suspension.

19.5 Discipline as result of a DDRM process in excess of one hundred and twenty (120) hours, demotions, or terminations will be forwarded to the Chief of Police for his approval in consultation with the Associate Vice President of Human Resources. The Chief's decision shall be forwarded to the Deputy Chief and the employee to effect the conclusion and signing of a final agreement. Upon mutual signing of the agreement, the resolution shall be implemented and the investigation and grievance process shall be considered complete.

19.6 Should an executed resolution agreement fail to be forthcoming from a DDRM effort, the matter will progress as if no meeting had been held. Nothing discussed at the DDRM shall be binding upon any party unless a final agreement has been signed by the employee and the Deputy Chief. Nothing discussed at the meeting shall be used against the employee or the university in the event a resolution fails to be implemented. The parties agree that should information discussed at the DDRM later be discovered independently, it may be used as long as the discovery is not a direct result of the Chief, Deputy Chief or designee/s disclosing the information by having such knowledge through the DDRM.

19.7 Should the PBA not be represented at the DDRM; or, if present and not in agreement with the employee on the level of discipline accepted and agreed upon, the PBA will not be held to the discipline accepted in any future cases. The PBA shall be notified of any final agreement in all cases handled through a Discipline Dispute Resolution Process.

Article 7

DUES DEDUCTION

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

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

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

Article 8

GRIEVANCE AND ARBITRATION

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

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

Section 3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits. Once a grievance is filed, only those acts or omissions and sections of the agreement identified at the initiation of the grievance may be considered at subsequent steps in the grievance process.

STEP ONE: The aggrieved employee shall present his grievance in writing to the Deputy Chief, or his designee, within ten (10) calendar days from the date following the act or omission giving rise to the grievance, or ten(10) calendar days from the date the grievant acquires knowledge, or could have reasonably been expected to have acquired knowledge of the act or omission which gave rise to the grievance on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Chief or his designee shall forward a copy of the grievance to the Police Chief and the University’s Human Resources Executive Director. The Deputy Chief or his designee shall meet with the Grievant, his PBA representative (if any), and the supervisor(s) involved, and shall render his decision on the grievance in writing with copies to the Grievant, the Police Chief, the Human Resources Executive Director, and the PBA within fourteen (14) calendar days of such meeting.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above shall then be taken up with the Police Chief or his designee. The grievant shall file the Step Two grievance with

the Police Chief within ten (10) calendar days after the Deputy Chief or designee's response in STEP ONE above. At this step, the grievance must be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and Sections of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Police Chief or his designee shall conduct a fact-finding meeting with the Grievant, his PBA representative (if any), and the Deputy Chief or his designee. Thereafter, the Police Chief, or his designee, shall issue his decision in writing on the grievance, with copies to the Grievant, the Human Resources Executive Director, and the PBA within fourteen (14) calendar days after presentation of the grievance at the fact-finding meeting.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Human Resources Executive Director, or his designee. The grievance, as specified in writing in STEP ONE above, shall be filed with the Human Resources Executive Director, or his designee, within ten (10) calendar days after the date of the Police Chief's response in STEP TWO above. The Human Resources Executive Director, or his designee, will conduct a meeting with the Grievant, his PBA representative and appropriate Department management. Thereafter, the Human Resources Executive Director, or his designee, shall issue his decision in writing on the grievance, with copies to the Grievant, the PBA, and the Department within fourteen (14) calendar days after the presentation of the grievance at this Step.

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

Section 4. Arbitration is the final step of the UCF due process procedures available to a grievant. If the Grievant is not satisfied with the decision of the Human Resources Executive Director, or his designee, in STEP THREE above, PBA may submit written notice of Arbitration by hand delivery, or by certified or registered mail, to the Human Resources Executive Director postmarked within twenty-one (21) calendar days of receipt of the Human Resources Executive Director's written decision at the conclusion of Step Three. Said written notice of arbitration shall include a written statement of the position of the Grievant with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the grievance filed at the initial entry step of the grievance procedure.

Section 5. Selection of Arbitrator

5.1 The parties agree to use Federal Mediation and Conciliation Service (FMCS) for purposes of identifying an arbitration panel for the grievance. The parties seeking have seven (7) calendar days from submission of the notice of arbitration to make a request to FMCS for selection

of an arbitration panel. The other party will be notified in writing what date that the request has been made to FMCS.

5.2 The parties agree that FMCS shall be asked to provide a list of no more than five (5) eligible arbitrators for the matter. To be eligible to serve as an arbitrator for the matter, the individual must be registered with FMCS and must have or use a Florida address from which to bill for travel and travel expenses. The parties agree that FMCS shall first use a Metropolitan designation for identifying an arbitration panel and, only if that panel is rejected by the parties, FMCS shall second use a Sub-Regional designation for identifying an arbitration panel.

5.3 As an alternative to requesting a panel or as an alternative to the panel provided by FMCS, the parties may agree independently to the selection of an arbitrator and request a direct appointment of that arbitrator by FMCS.

5.4 If the parties request a panel from FMCS, the parties shall confer regarding the selection of an arbitrator. Either party may reject the panel in which case the parties may request a second panel from FMCS. The other party may reject the second panel, in which case a third panel may be requested from FMCS. Once there is a panel that is not rejected, then the parties will select an arbitrator from the panel by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a U.S. quarter.

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

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

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

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

calculating any back wages award, the arbitrator shall consider whether the employee met his duty to mitigate losses during the period involved.

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

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

11.1 It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the Grievant.

11.2 Grievances not submitted by the Grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance may not be entertained or processed, and only facts disputed as to timing for deadline purposes by either the grievant or by the university management will be the subject of any arbitration resulting from the matter. A grievance that is not subject to failure in timely response by either party shall permit the Grievant to proceed to the next Step, and failure of the Grievant to proceed on a timely basis to each successive next Step shall bar the grievance.

11.3 If any deadline falls on a Saturday or Sunday, University holiday, or other time during which the University is closed for regular business the action subject to the deadline will be deemed timely, if accomplished by close of business the next business day.

11.4 The parties may mutually agree in writing to extend any deadline under the Grievance/Arbitration procedure.

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

Section 13. Where a grievance is general in nature in that it applies to a group of employees rather than a single employee, or if the grievance is directly between the Union and the Department or the University, such grievance shall be presented in writing directly to the Police Chief within ten (10) calendar days of the occurrence of the event or events that gave rise to the grievance, or the date on which the filing party or parties knew, or reasonably should have known, of the event, if that date is later. The grievance shall be signed by one or more aggrieved employee, or by the PBA on their behalf. Thereafter, the grievance shall be processed in accordance with the procedures set forth in STEPS TWO and THREE above; provided, however, that the grievance must contain the detailed information required in STEP ONE above.

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

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

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

Article 9

LABOR-MANAGEMENT NON-BARGAINING COMMITTEES

Section 1. Labor-Management Committee. There shall be a Labor-Management Committee which shall consist of six (6) members. Three (3) members shall be designated in writing by the PBA. Three (3) members shall be designated by the University: one (1) representative from the Police Department management ranks, one (1) from Human Resources, and one (1) mutually agreed upon by the Chief of Police and the Associate Vice President for Human Resources. Membership on this committee shall preclude any member from serving on Collective Bargaining Teams.

Section 2. The Labor-Management Committee may meet on a quarterly basis (e.g., January-March, April-June, etc). If either Labor or Management makes a request for the Committee to meet, then it shall meet in the quarter of that request or as soon thereafter as possible. If neither party requests a Labor-Management Committee meeting for a given calendar quarter the meeting for that quarter shall be deemed waived.

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

Section 4. The University will cooperate with the PBA to schedule the Labor-Management Committee meetings at times when the three (3) members designated by the PBA are off duty. In no event shall Labor-Management Committee meetings result in compensation for bargaining unit employees. However, upon the approval of the Police Chief, an employee designated to attend the Labor-Management Committee meeting on behalf of the PBA may be permitted to adjust their work schedules to accommodate Committee meeting dates and times in order to retain their full-time work hours for the next pay period without use of personal leave. Under no circumstances will the Police Chief approve schedule adjustments for attendance at meetings where he determines that such approval would result in additional costs to the department or the reduction of on-duty staff to an unacceptable level.

Section 5. Bargaining Agreement Administration Committee. Upon a request and mutual agreement of either the PBA and the University, there shall be a consultative meeting between the Vice President of Administration and Finance (or his designee) and up to two (2) additional members of his management staff and up to three (3) local PBA representatives, to discuss matters pertinent to the administration of this Agreement. The party requesting consultation shall submit a written list of items to be discussed no later than two (2) weeks in advance of the meeting. The other party shall also submit a written list of items in advance of the meeting if it wishes to discuss additional issues. The parties agree that such consultations may be used to resolve problems or engage in discussions regarding the administration of the Agreement; provided, however, that such meetings shall not constitute or be used for the purpose of collective bargaining. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked. Under no circumstances will the Police Chief approve schedule adjustments

for attendance at meetings where he determines that such approval would result in additional costs to the department or the reduction of on-duty staff to an unacceptable level.

Article 10

ASSIGNED DUTIES

Section 1. Assigned Duties

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

Section 2. Acting Ranks

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

Section 3. Review of Acting Rank Status

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

Section 4. Investigations Unit

Any police officer with a minimum of two (2) consecutive years of employment in the Department; or three (3) years of recent sworn officer experience, with a least one (1) year as an investigator; or five (5) years of recent sworn officer experience, with another law enforcement agency, and not on probation with the UCFPD immediately prior to the assignment shall be eligible for the investigations assignment. The number of Investigators assigned and the length of their assignments shall be within the exclusive discretion of the Chief.

Article 11

HEALTH AND SAFETY AND PHYSICAL FITNESS

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

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

Section 3. Employee Health and Safety

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

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

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

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

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

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

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

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

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

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

Section 7. No employee will be eligible for any wage increase without having passed a physical abilities test at least once in a two year period prior to the date the raise is to be awarded. If an employee is unable to medically perform the physical abilities test and the University has granted a medical waiver, such employee shall be required to take the test within thirty (30) days of release from the medical waiver. If an employee is on a pre-approved leave of absence and is unable to take the physical abilities test on the assigned date, such employee shall be assigned and required to take the test within thirty (30) calendar days of returning to duty.

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

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

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

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

Article 12

PERFORMANCE EVALUATIONS

Section 1. Performance Evaluations

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

1.2 Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. If that meeting does not resolve the employee's concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Police Chief. The purpose of these reviews is to ensure that the performance evaluation leading to the requirement of a Performance Improvement Plan was not done in an arbitrary and capricious manner.

1.3 Once a Performance Improvement Plan is implemented, the employee shall have at least ninety (90) days to show adequate improvement in performance. If, at the end of the evaluation period, the Chief determines that the employee has not achieved adequate improvement in performance, the employee may be demoted from his current job class or terminated from service.

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

Section 2. Grievability

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

Article 13

WORKDAY, WORK PERIOD, AND OVERTIME

Section 1. Work Period

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

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

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

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

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

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

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

Section 2. Workday

2.1 For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned

to Patrol, and eight (8) hours or ten (10) for all other bargaining unit employees. It is understood that officers assigned to Patrol will work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a work period.

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

Section 3. Compensatory Time

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

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

Section 4. Compensation for Special Duty

4.1 When an employee works an event for which the department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled work period, and a holiday(s) occurs or the employee uses sick leave, annual leave, or administrative leave in that work period, such employee will receive premium (time and one-half) pay for hours worked at that event.

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

Section 5. Shift Selection (Bids)

5.1 Shift selection shall be conducted twice a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be assigned by the Department without regard to seniority. The Department will honor selections unless it is

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

5.2 With respect to employees assigned without regard to seniority in accordance with Section 5.1 above, no employee shall be so assigned more than once every three years.

5.3 With respect to employees assigned without regard to seniority in accordance with Section 5.1 above, any such assignment shall be for the duration of the posted shift cycle.

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

Section 6. Shift Differential

6.1 A payment of shift differential for unit members who work patrol shifts other than the regular day shift will be set to meet the needs of the university.

6.2 Patrol unit members will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or night shift of \$.50 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.

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

6.4 Employees who select a shift or are assigned a shift according to the semi-annual shift selection process are eligible to receive a shift differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.

Article 14

BENEFITS AND AWARDS

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

Section 2. Death in the Line of Duty Benefits. Funeral and burial expenses, education benefits, and the State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be provided in accordance with applicable Florida Statutes. The surviving spouse and family shall be directly assisted by the University Police Department and the office of Human Resources in obtaining all applicable survivor's benefits.

Section 3. Retired Employees

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

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

Section 4. Tuition Waiver Program. The University is encouraged to accommodate employees seeking to take courses under the tuition-waiver course program referenced in UCF Employment Policies and Rules.

Section 5. Award Program. The University agrees to promote a program of recognition awards for employees which shall include:

- 5.1 Upon promotion, a framed certificate certifying the promotion;
- 5.2 Awards for bravery and outstanding service;

5.3 Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service.

Article 15

TRAINING OPPORTUNITIES

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

Article 16

CHANGE IN ASSIGNMENT

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

Article 17

COURT APPEARANCES AND CALL-BACK

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

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

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

Article 18

LAY-OFFS

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

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

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

Article 19

PENSION

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

Article 20

PROBATIONARY PERIODS AND PROMOTIONS

Section 1. Probationary Periods:

1.1 Each Law Enforcement Officer serves a probationary period of at least one year, which must include at least six months of active service following successful completion of FTO.

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

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

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

Section 2. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the qualified list of candidates passing the written test, who, in its judgment, is most qualified to perform the duties as described in the class specification, and position description.

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

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

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

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

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

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

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

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

2.9 The University promotional list shall be effective July 1st of each calendar year. Names shall be retained on the promotional list for a period of two (2) promotional testing cycles, counting the initial placement on a promotional list as the first cycle.

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

2.11 Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and are on the University's promotional list. All qualified employees shall be interviewed in such case.

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

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

2.14 Any certified police officer with (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency

immediately prior to the promotional examination shall be eligible to take a promotional examination for Corporal if he otherwise meets all of the qualifications for the promotion. Any combination of experience may be used, so long as there is one year of certified law enforcement officer experience in the Department.

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

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

Article 21

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

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

Article 22

VOTING

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

Article 23

DEFENSE AND INDEMNITY

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

Article 24

PREVAILING RIGHTS

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

Article 25

LEAVE AND HOLIDAYS

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

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

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

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

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

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

Article 26

VEHICLES

Section 1. The Chief shall have the exclusive discretion to assign take-home vehicles. Take-home vehicles will not be assigned to bargaining unit employees who reside more than ten air miles from the University. Employees assigned take-home vehicles must comply with the department general order 1013 regarding the use and care of such vehicles/motorcycles. Failure to do so could result in disciplinary action and/or loss of take-home vehicle privileges. The University shall have the sole and exclusive discretion to determine which car is assigned to each eligible officer.

Article 27

UNIFORMS AND EQUIPMENT

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

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

Section 3.

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

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

Section 4. Replacement of personal property. In the discretion of the Chief, an employee, while on duty and acting within the scope of his employment, who suffers damage to or destruction of his watch or prescription eyewear, or such other item of personal property as has been given prior approval by the University as being required by the employee to properly perform the duties of his position, may be reimbursed or have such property repaired or replaced. To be considered for such reimbursement, repair, or replacement, the employee must provide the Chief with a written statement detailing the circumstances under which such property was damaged or destroyed. Such statement must contain the time, date, and specific nature of the incident which resulted in the damage or destruction and the names of any witnesses thereto. This statement shall be reviewed by the employee's Lieutenant, who shall render his recommendation to the Chief. The decision to grant (or not grant) reimbursement, repair, or replacement (and any applicable amount) shall be within the exclusive discretion of the Chief. Under no circumstances shall the amount of any such reimbursement, repair, or replacement exceed \$75.00 for a watch or \$400 (including any required examination) for prescription eyewear.

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

Article 28

NO SMOKING POLICY

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

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

Article 29

WAGES

Section 1. Salary Increases. For Fiscal Year 2015-16, the University will implement a three (3) percent across-the-board salary increase to eligible employees. This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature.

Section 2. Eligibility Criteria for Salary Increases

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

2.2 Employees are eligible for the increases referenced in this article if they were employed in a regular position on June 30, 2015, and continuously employed until the administration of the increases.

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

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

1. Officer: \$40,000 - \$54,000
2. Corporal: \$45,000 - \$59,000
3. Sergeant: \$50,500 - \$70,000

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

Section 4. Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

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

Section 6. Investigations Unit. Law Enforcement Officers and Corporals assigned to work in the Investigations Unit will receive a five (5) percent differential added to base pay for the period of assignment to Investigations. Sergeants assigned to work in the Investigations Unit will receive no change in base pay for the period of their assignment.

Section 7. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of twenty-five (25) dollars per shift.

Section 8. K-9 Handlers will receive an additional thirty (30) minutes of compensable time per calendar day while assigned to handle a department canine.

Article 30

TOTALITY OF AGREEMENT

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

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

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

Article 31

SAVINGS CLAUSE

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

Article 32

DURATION

This Agreement shall be effective on the date subsequent to ratification by the PBA and approval by the Board of Trustees and shall remain in full force and effect through and including September 30, 2018. Should either party desire to negotiate a new agreement to succeed this agreement, it shall notify the other in writing. Upon such notification, negotiations shall proceed in accordance with the Florida Public Employees Relations Act.

For fiscal year 2016-17 and 2017-18, the parties agree to a Wages re-opener. Additionally, each party may re-open for negotiations up to two articles from the contract. The parties shall give notice of intent to re-open negotiations over wages and other articles identified in the notice no later than July 1st in 2016 and 2017. The re-opener notice may be sent U.S. Mail or through an e-mail message to, as applicable, the UCF Chief HR Officer or the identified PBA lead negotiator.

EXHIBIT A

University of Central Florida – PBA

GRIEVANCE FORM – STEP 1

(Deliver this form to the appropriate Deputy Chief or Designee at the Police Department)

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

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

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

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

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

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

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

Representation: I will be represented in this grievance by: [CHECK ONE]
_____ Self _____ PBA _____ Legal Counsel _____ Other

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

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

Date

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

EXHIBIT B

University of Central Florida – PBA

REQUEST FOR STEP 2

(Deliver this form and attachments to the Police Chief or designee)

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

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

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

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

DATE OF STEP 1 DECISION: _____

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

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

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

Representation: I will be represented in this grievance by: [CHECK ONE]
_____ Self _____ PBA _____ Legal Counsel _____ Other

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

Date

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

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

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

EXHIBIT C

University of Central Florida – PBA

REQUEST FOR STEP 3

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

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

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

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

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

DATE OF STEP 2 DECISION: _____

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

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

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

Representation: I will be represented in this grievance by: **[CHECK ONE]**
_____ **Self** _____ **PBA** _____ **Legal Counsel** _____ **Other**

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

Date

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

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

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

IN WITNESS THEREOF, the parties have set their signatures this ____ day of September, 2015.

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

John C. Hitt
President

William F. Merck II
Vice President for Administration and Finance

Shelia M. Daniels
Interim Associate Vice President and
Chief Human Resources Officer

Youndy C. Cook
Deputy General Counsel

Richard M. Beary
Associate Vice President and
Chief of Police

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

Steve Micciche
Chief Negotiator

Scott Freeman
Chair, Negotiating Committee

Robert Slavik
Negotiating Committee

ITEM: CL-2

**University of Central Florida
Board of Trustees**

SUBJECT: Revision to University Regulations UCF-3.026 USPS Sick Leave Pool and UCF-3.0261 Faculty and A&P Sick Leave Pool

DATE: September 24, 2015

PROPOSED BOARD ACTION

Approve the attached amendments to existing university regulations UCF-3.026 and UCF-3.0261.

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-3.026 establishes and explains the university’s sick leave pool for USPS employees. Regulation UCF-3.0261 establishes and explains the university’s sick leave pool for Faculty and A&P employees. The proposed amendments clarify and improve procedures for both sick leave pools.

Supporting documentation: Proposed Amended Regulation UCF-3.026 (redline)
Proposed Amended Regulation UCF-3.0261 (redline)

Prepared by: Youndy C. Cook, Deputy General Counsel

Submitted by: Scott Cole, Vice President and General Counsel

UCF-3.026 USPS Sick Leave Pool.

(1) General. The purpose of this regulation is to establish a USPS Sick Leave Pool to allow full-time and part-time employees to voluntarily pool a portion of their unused sick leave and, upon depletion of their own sick, annual, personal, and compensatory leave, to draw leave credits from the pool as prescribed in subsections (2) and (3) below.

(2) Membership.

- (a) Application for membership shall be in writing addressed to the pool administrator.
- (b) Membership shall be allowed only during open enrollment periods conducted during March and September of each year or at such other times as may be announced by ~~the president or~~ the pool administrator to meet program needs.
- (c) All full-time and part-time USPS employees who have been continuously employed with the University for more than one year are eligible for membership in the USPS Sick Leave Pool.
- (d) To enroll in the USPS Sick Leave Pool, an eligible full-time employee must have at least sixty-four (64) hours of unused sick leave at the time of enrollment; and must contribute the amount of sick leave established by the committee. An eligible part-time employee must have a proportionate sick leave balance and contribute a proportionate amount of sick leave based on their FTE at the time of enrollment. Should a member's FTE change to full-time, the employee must contribute an additional amount equal to other full-time members.
- (e) No employee shall be unreasonably denied enrollment in the sick leave pool.

(3) Administration.

- (a) The Executive Director of Human Resources, or designee, shall serve as the leave pool administrator. will appoint four USPS employees who have elected to participate in the pool to serve as the pool's committee. Each will be appointed to serve alternating two-year terms. A fifth member will be appointed each year from the Staff Council to serve for one year.
- (b) ~~The Director of Human Resources or designee shall serve as pool administrator.~~ There shall be a sick leave pool committee to oversee both of the sick leave pools at the University. The sick leave pool committee shall be

advisory in nature to the leave pool administrator. The sick leave pool committee shall consist of: two USPS employees appointed by the USPS Staff Council; two faculty employees appointed by the Faculty Senate; and two A&P employees appointed by the Executive Director of Human Resources. Anyone who serves on the sick leave pool committee must also be a member of a University sick leave pool. The two faculty employees on the sick leave pool committee must come from two different colleges or divisions. The two A&P employees on the sick leave pool committee will also come from two different colleges or divisions. All committee members will be appointed with the goal of an inclusive and diverse committee membership. Members of the committee will be appointed to serve in staggered two year terms. The leave pool administrator shall coordinate and manage all meetings of the sick leave pool committee.

- (c) The leave pool administrator shall have the authority to ~~approve~~review all recommendations of the sick leave pool committee and either accept, reject, or modify those recommendations at the administrator's discretion.

~~(d) The duties of the pool committee and the administrator shall be as described herein.~~

- (ed) ~~The pool shall be administered as described herein~~USPS Sick Leave Pool Administration:

1. Participating employees who require hospitalization or extended medical care as the result of any catastrophic injury or illness which exhausts all of their accrued ~~personal~~sick, annual, personal, and compensatory leave credits and which results in serious or major medical or health problems, may request permission to utilize leave credits from the pool.

2. Sick leave pool credits are intended for an employee who is completely out of work due to catastrophic injury or illness and who has no remaining accrued leave. Absent extraordinary circumstances, sick leave pool hours are not authorized for use when an employee is working on either intermittent or reduced work schedule medical leave.

32. All requests for sick leave pool credit utilization shall be made in writing by, or ~~for~~on behalf of, the employee, and shall be accompanied by a

completed Medical Certification form. (form provided by UCF) to support the request for hours. These requests shall be reviewed by the pool committee which shall recommend the number of pool leave credits which may be utilized in each case. The completed medical certification must contain sufficient justification to support the request for sick leave pool hours. These requests shall be reviewed by the sick leave pool committee. The committee may request additional information if needed to assess the request, and will recommend to the sick leave pool administrator whether pool leave credits should be utilized and, if so, in what amount. After review by the leave pool administrator, a Determination Notice of the decision will be sent to the employee within 5 days.

34. Employees who are not members of the sick leave pool at the time of a qualifying illness or injury shall not be eligible to utilize sick leave pool credits. Normally, sick leave pool credits may not be used for any pay period prior to the pay period in which the Determination Notice is sent. Sick Leave Pool credits may never be awarded or used for time prior to the start date of the medical leave of absence or more than two weeks prior to the date the request is received by the university.
45. The number of hours a member can withdraw from the USPS Sick Leave Pool will be determined by the member's highest ~~personal~~ sick leave balance during the twelve (12) month period immediately preceding the request for hours. A member shall not be granted more than the maximum 480 hours, or if part-time, an amount proportionate with the FTE. A member may be granted at least a minimum of 120 hours, or if part-time, an amount proportionate with the FTE if he/she has been a member of the sick leave pool for at least twelve continuous months. If any employee has not been a member of the USPS Sick Leave Pool for at least twelve (12) continuous months, then the highest accrual of sick leave hours since joining the pool will determine potential usage. A member shall not be granted more than the maximum 480 hours or, if part time, an amount proportionate with the FTE. A member who has less than 120 hours

~~accrued shall be able to use a maximum of 120 hours from the pool. A part time employee will be eligible for an amount proportionate with his/her FTE.~~

- ~~56.~~ When a member ~~withdraws~~uses more than 75% of -the maximum number of hours for which he/she is eligible, his/her membership in the USPS Sick Leave Pool will automatically terminate. ~~Membership in the pool will automatically terminate for those members who return less than twenty-five percent of the hours granted to him/her.~~ To re-enroll the employee would have to meet the eligibility and enrollment criteria listed above for initial enrollment in the Pool.
- ~~67.~~ When a USPS Sick Leave Pool member's illness or injury is work related, the member shall not be granted sick leave pool credits, regardless of whether or not they are currently receiving a workers' compensation benefit.

(4) Appeal of response to Sick Leave Pool request for hours.

- (a) Should the member or someone recognized to act of their behalf wish to appeal the response to their Sick Leave Pool request, they may do so by submitting an appeal in writing to Human Resources within fourteen calendar days of receiving the Determination Notice and forwarding such additional information that they wish to have considered.
- (b) Appeals will be reviewed by the Sick Leave Pool Committee for a recommendation and then the Executive Director of Human Resources for a final decision. A member is not entitled to further appeals or a hearing of any kind regarding a request for sick leave pool hours.

(45) Maintenance of USPS Sick Leave Pool. ~~The pool shall be maintained as described herein:~~

- (a) Should ~~the~~ membership in the USPS Sick Leave Pool drop below 50 employees, the USPS Sick Leave Pool~~pool~~ shall become inactive and the remaining leave pool credits shall be prorated equally among the membership at time of inactivation.
- (b) When the total credits available in the pool amounts to ~~120~~320 hours or less, it shall be considered to be depleted. Upon depletion, the pool members will be

notified in writing by the leave pool administrator that eight hours of sick leave credit will be deducted from their ~~account~~active leave accruals unless they inform the pool administrator ~~(in writing,~~ within two weeks of the date of the notice), of their intention to discontinue membership.

Authority: BOG Regulation 1.001. History–New 12-12-83, Formerly 6C7-3.26, Amended 11-8-87, 1-6-93, 3-16-03; Formerly 6C7-3.026, Amended 5-18-09, _____-15.

UCF-3.0261 Faculty and A&P Sick Leave Pool.

(1) General. The purpose of this regulation is to establish ~~a the Faculty and A&P s~~Sick H~~Leave p~~Pool to allow full- time and part-time Faculty and A&P employees to voluntarily pool a portion of their unused sick leave and, upon depletion of their own sick, annual and compensatory leave, to draw leave credits from the pool as prescribed below.

(2) Membership.

- (a) Initial membership in the Faculty/A&P Sick Leave Pool requires continuous employment with the University, in a benefits-earning position, for more than one year, and a balance of at least 64 hours of unused sick leave. In addition, an employee who wishes to join the pool will be required to ~~donate~~contribute sixteen (16) hours of unused sick leave time to the pool upon acceptance to the pool.
- (b) Applications for membership shall be made in writing and addressed to the pool administrator.
- (c) Open enrollment to the Faculty/A&P Sick Leave Pool will be held during March and September of each year or at such other times as may be ~~prescribed by the sick leave pool committee~~announced by the pool administrator to meet program needs.
- (d) No employee shall be unreasonably denied enrollment in the sick leave pool.

(3) Administration.

- (a) The Executive Director of Human Resources, or designee, shall serve as the leave pool administrator.
- (ab) ~~The president will appoint at least six Faculty or A&P employees who have elected to participate in the pool to serve as the pool's committee. In addition he will appoint another participating employee to serve as pool administrator. Appointments will be for a two year period.~~ There shall be a sick leave pool committee to oversee both of the sick leave pools at the University. The sick leave pool committee shall be advisory in nature to the leave pool administrator. The sick leave pool committee shall consist of: two USPS employees appointed by the USPS Staff Council; two faculty employees appointed by the president of the Faculty Senate-; and two A&P employees appointed by the Executive Director of

Human Resources. Anyone who serves on the sick leave pool committee must also be a member of a University sick leave pool. The two faculty employees on the sick leave pool committee must come from two different colleges or divisions. The two A&P employees on the sick leave pool committee will also come from two different colleges or divisions. All committee members will be appointed with the goal of an inclusive and diverse committee membership. Members of the committee will be appointed to serve in staggered two year terms. The leave pool administrator shall coordinate and manage all meetings of the sick leave pool committee.

(bc) ~~All decisions of the committee shall be made by majority vote of those present and shall require assent by at least three members. The committee's findings shall be reported to the pool administrator who shall have the authority to approve the committee's recommendations and to cast the deciding vote in case of a tie vote within the committee.~~The leave pool administrator shall have the authority to review all recommendations of the sick leave pool committee and either accept, reject, or modify those recommendations at the administrator's discretion.

(ed) The Faculty and A&P sick leave pool shall be administered as follows:

1. Participating employees who require hospitalization or extended medical care as the result of catastrophic injury or illness that exhausts all of their accrued ~~personal~~ sick, annual, personal, and compensatory leave credits and which results in serious or major medical or health problems, may request permission to utilize leave credits from the pool.
2. Sick leave pool credits are intended for an employee who is completely out of work due to catastrophic injury or illness and who has no remaining accrued leave. Absent extraordinary circumstances, sick leave pool hours are not authorized for use when an employee is working on either intermittent or reduced work schedule medical leave.
23. All requests for sick leave pool credit utilization shall be made in writing by, or ~~for~~ on behalf of, the employee and shall be accompanied by a completed UCF Medical Certification form. ~~medical verification of the~~

~~injury or illness. These requests shall be reviewed by the pool committee which shall decide the number of pool leave credits that may be utilized in each case. The completed medical certification must contain sufficient justification to support the request for sick leave pool hours. These requests shall be reviewed by the sick leave pool committee. The committee may request additional information if needed to assess the request, and will recommend to the sick leave pool administrator whether pool leave credits should be utilized and, if so, in what amount. After review by the leave pool committee, a Determination Notice of the decision will be sent to the employee within 5 days.~~

4. Employees who are not members of the sick leave pool at the time of a qualifying illness or injury shall not be eligible to utilize sick leave pool credits. Normally, sick leave pool credits may not be used for any pay period prior to the pay period in which the Determination Notice is sent. Sick Leave Pool credits may never be awarded or used for time prior to the start date of the medical leave of absence or more than two weeks prior to the date the request is received by the university.
35. After each 20 day utilization the employee must request additional sick leave pool credits by submitting new medical forms. Each time an employee requests another 20 days of sick leave pool credit, committee members shall reapply the definition of catastrophic as it applies to the most current request.
46. The maximum number of sick leave pool credits which may be granted to a full-time employee shall be sixty (60) days in increments of twenty (20) days or, as stated in hours, 480 hours in increments of 160 hours. If a part-time employee participates in the pool, then the maximum number of sick leave pool credits which may be granted to such an employee with a qualifying medical need will be prorated to the FTE of that employee.
57. There shall be a two-week period following depletion of an individual's personal sick, annual and compensatory leave credits before pool credits

may be used.

~~6. Employees who are not members of the sick leave pool at the time of a qualifying illness or injury shall not be eligible to utilize sick leave pool credits. Exceptions to this limitation may be made by the president after review and recommendation by the sick leave pool committee and the pool administrator.~~

(4). Appeal of response to Sick Leave Pool request for hours.

- (a) Should the member or someone recognized to act on their behalf wish to appeal the response to their Sick Leave Pool request, they may do so by submitting an appeal in writing to Human Resources within fourteen calendar days of receiving the Determination Notice and forwarding such additional information that they wish to have considered.
- (b) Appeals will be reviewed by the Sick Leave Pool Committee for a recommendation and then the Executive Director of Human Resources for final decision. A member is not entitled to further appeals or a hearing of any kind regarding a request for sick leave pool hours.

(45) Maintenance of Faculty and A&P sick leave pool. The pool shall be maintained in accordance with the following:

- (a) The Faculty and A&P sick leave pool shall become inactive if the membership in the pool drops below 50 employees. Should the pool become inactive, the remaining leave credits shall be prorated equally among the membership at time of inactivation. The sick leave pool can thereafter only be reactivated if a minimum of 50 employees agree to participate in the pool by each depositing sixteen (16) hours of accrued sick leave into the newly formed pool.
- (b) When the total credits available in the pool amount to 320 hours or less, the pool shall be considered to be depleted. Upon depletion, the pool members will be ~~notified~~ notified in writing that an additional sixteen (16) hours of sick leave credit will be deducted from their account unless they inform the pool administrator (in writing within two weeks of the date of the notice), of their intention to discontinue membership.

Authority: BOG Regulation 1.001. History–New 12-12-83, Formerly 6C7-3.261, Amended 1-6-93, 3-16-03; Formerly 6C7-3.0261, Amended 5-11-09, 8-30-10, _____-15.

ITEM: EP-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: 2015 Equity Accountability Program

DATE: September 24, 2015

PROPOSED BOARD ACTION

Approval of 2015 Florida Equity Report.

BACKGROUND INFORMATION

Florida Board of Governors regulation 2.003 (5) and (7), Equity and Access, requires the following:

- (5) Reporting and Monitoring. Each university shall prepare an annual Florida Equity Report in accordance with this regulation and reporting guidelines established by the Board of Governors Office.
- (a) At a minimum, the university's equity report must include information on the institution's progress in implementing strategic initiatives and performance related to equity and access as they pertain to academic services, programs, and student enrollment; equity in athletics; and employment.
 - (b) Each university's equity report shall assess sex equity in athletics, as well as representation by race and sex in student enrollment, senior-level administrative positions, and by faculty rank and/or tenure status.
 - 1. Annual goals shall be developed and included in the equity report to address each area of under-utilization. For each year in which prior year goals were not achieved, each university shall provide a narrative explanation and a plan for achievement of equity.
 - (c) Each equity report shall include a Web citation of the university's non-discrimination policy adopted by its university board of trustees.
 - (d) Such reports are to be submitted to the Board of Governors Office by July 1 of each year pursuant to the requirements of this regulation and guidelines distributed by the Board Office for each reporting period.
 - (e) Each university board of trustees or designee shall approve the annual Florida Equity Report for its institution prior to submission to the Board of Governors Office
 - (f) The Board of Governors Office shall annually assess the progress of each university's plan and advise the Board of Governors and the Legislature regarding compliance.
- (7) Each university shall develop a budget plan to support attainment of the university's goals as outlined in its equity plan in accordance with state and federal law.

The Office of Equal Opportunity and Affirmative Action Programs will report on progress towards achieving goals established in the 2014 Florida Equity Report, equity goals established in the 2015 Florida Equity Report and actions planned to achieve these goals.

Supporting documentation: 2015 Florida Equity Report:

- Florida Equity Report; Enrollment, Sex Equity in Athletics, and Employment; Report Year: 2014-15 (Attachment A)
- Florida Equity Report; Enrollment, Sex Equity in Athletics, and Employment; Report Year: 2014-15; Data Year: July – June, 2013-14 (Attachment B)
- UCF-3.001 Non-Discrimination; Affirmative Action Programs. (Attachment C)
- Report on the Assessment of the President's Performance and Recommendation for Compensation (Attachment D)
- Student Development and Enrollment Services Annual Report 2013-2014 (Attachment E)

Prepared by: Maria Beckman, Director, Equal Opportunity and Affirmative Action Programs

Submitted by: Dale Whittaker, Provost and Executive Vice President

Attachment A

Florida Equity Report
Enrollment, Sex Equity in Athletics, and Employment
Report Year: 2014-2015

University of Central Florida

Approved by University Board of Trustees: September 24, 2015

John C. Hitt, President: _____
Signature

Date approved by University President: _____

Submitted by:
Maria D. Beckman, Director
Equal Opportunity and Affirmative Action Programs
MH 330
University of Central Florida
Orlando, FL 32816-0030
(407) UCF-1EEO
Maria.Beckman@ucf.edu
September 30, 2015

University of Central Florida

FLORIDA EQUITY REPORT 2014-2015

Table of Contents

PART I EXECUTIVE SUMMARY	1
PART II POLICIES AND PROCEDURES IN SUPPORT OF EQUITY.....	5
PART III ACADEMIC PROGRAM REVIEWS	7
Chart 1. First-Time-in College (FTIC) Enrollment, Fall 2014 and Summer continuing into Fall 2014	
Chart 2. Florida College System Associate of Arts (AA) Degree Transfers, Fall 2013 and Summer Continuing into Fall 2014	
Chart 3. Retention of Full-Time FTICs (Beginners and Early Admits) Entering Fall 2013 or Summer 2013 Continuing into Fall, After One Year	
Chart 4. Graduation Rate of Full-Time FTICs (Beginners and Early Admits) Entering Fall 2008 or Summer 2008 Continuing Into Fall, After Six Years	
Chart 5. Bachelor's Degrees Awarded, Annual Year 2013-2014	
Chart 6. Master's Degrees Awarded, Annual Year 2013-2014	
Chart 7. Doctoral Degrees Awarded, AY 2013-2014	
Chart 8. First Professional Degrees Awarded, AY 2013-2014	
PART IV EQUITY IN INTERCOLLEGIATE ATHLETICS	14
Chart 1. Sex Equity in Athletics Update	
Chart 2. Sex Equity in Athletics Areas for Improvement	
PART V: EMPLOYMENT REPRESENTATION	15
Chart 1. Category Representation – Tenured Faculty	
Chart 2. Category Representation – Tenure-Track Faculty	
Chart 3. Category Representation – Non Tenure-Earning Faculty	
Chart 4. Category Representation – EAM Employees	
PART VI: AREAS OF IMPROVEMENT AND ACHIEVEMENT	16
PART VII: PROTECTED-CLASS REPRESENTATION: TENURE, 2013-2014	17
PART VIII: PROMOTION, TENURE COMMITTEE COMPOSITION, 2013-2014	18
PART IX: OTHER REQUIREMENTS, SUPPLEMENTAL DOCUMENTS	19
A. Budgetary Incentive Plan	
B. President's Evaluation Process and Results	
C. UCF Regulation 3.001	
D. Student Development and Enrollment Services report	

PART I: EXECUTIVE SUMMARY AND DESCRIPTION OF PLAN DEVELOPMENT

**University of Central Florida
Executive Summary: Florida Equity Report 2015
Enrollment, Gender Equity in Athletics, and Employment
Prepared by UCF Equal Opportunity and Affirmative Action Programs**

UCF Equal Opportunity and Affirmative Action (EO and AA) prepares the Florida Equity Report annually to fulfill state requirements. These include provisions within the Florida Educational Equity Act and the Florida Board of Governors' Equity Regulation 2.03 Equity and Access. The report includes information on the University's progress in implementing strategic initiatives and performance related to equity and access in student enrollment, athletics, and employment. The employment assessment includes reviewing representation of women and minorities in senior-level administrative positions and by faculty rank and/or tenure status.

EO and AA obtained data included in this report from officials in the University's Academic Affairs, Student Development and Enrollment Services, Human Resources, and Institutional Knowledge Management offices. Data collected includes information on women and members of specified race and ethnic protected classes.

Enrollment and Graduation

EO and AA analyzed the seven required indicators of equity by race, ethnicity, and sex. This assessment uses "annual maintenance or increase in enrollment levels" as the indicator of equity achievement represented by "☑" in the table below. EO and AA accepts representation of at least 80 percent of the maintenance level as acceptable to account for annual fluctuations in representation. Representation between 80 and 100 percent of the maintenance level is indicated by "≈". Representation below 80 percent of the maintenance level indicates an area for improvement and is indicated by "X" in Table 1.

For areas of improvement, EO and AA has established goals and timelines to achieve the goals. EO and AA periodically reviews the goals to monitor achievement efforts.

Table 1 Achievement of Equity in Enrollment and Graduation

Indicators	Black	American Indian and Alaska Native	Asian	Hispanic	Native Hawaiian and other Pacific Islander	Two or more races	Female
first time in college (FTICs), fall	≈	X	x	☑	≈	☑	☑
FCS ¹ transfers, fall	☑	X	☑	≈	X	≈	≈
retention of full-time FTICs after one year	≈	☑	≈	≈	X	X	≈
Graduation, full-time FTICs after six years ²	☑	☑	≈	☑	N/A	N/A	☑
bachelor's degrees awarded, 2013-2014	☑	X	☑	☑	☑	☑	≈
master's degrees awarded, 2013-2014	☑	≈	☑	☑	X	≈	X
doctoral ³ degrees awarded, 2013-2014	☑	N/A	X	≈	N/A	X	≈

Goal for 2014-15: Maintain or increase protected class member degree achievement at all levels. Particularly monitor the progress of American Indian and Alaska Native students. Goal achieved for black students at all degree levels and Asian and Hispanic students at the bachelor's and master's degree levels. However, there was a significant decrease in the number of American Indian and Alaska Native and Native Hawaiian and other Pacific Islander students in the following areas: FTICs, FCS transfers, retention and bachelor's degree. It is noted that American Indian and Alaska Native and Native Hawaiian and other Pacific Islander students were not awarded doctoral degrees. No Native Hawaiian and other Pacific Islander students were awarded master's degrees.

Goal for 2015-16: Maintain or increase protected class member degrees at all levels. Particularly increase the number of American Indian and Alaska Native and Native Hawaiian and other Pacific Islander FTICs and FCS transfers. EO and AA will work with the undergraduate admissions office to develop strategic recruitment opportunities to achieve this goal.

SDES provides a broad range of programs and services for protected-class students to include mentoring, workshops, conferences, and tutorial services. There are also various student associations that serve students by providing support and networking opportunities. This information is available in the full narrative report and attachments.

EO and AA has determined that the programs and services are effective and equitable in terms of availability and accessibility. EO and AA did not receive any formal

¹ "FCS" means Florida College System.

² The "Native Hawaiian and other Pacific Islander" and "Two or more races" categories were not used until 2010.

³ No doctoral degrees were awarded in the "American Indian and Alaskan Native" or "Native Hawaiian and other Pacific Islander" group.

discrimination grievances regarding the administration of services or the accessibility of programs for the dated year reported. EO and AA received one report of race discrimination concerning library services. This complaint was resolved amicably with the library inviting the student to participate on an advisory board. The student accepted.

Gender Equity in Athletics

This section involves review of 11 elements of gender equity, including comparisons of participation opportunities, scholarship offerings, facilities, training, coaching, competition levels and frequency, and equivalencies in practice times. UCF may be out of compliance with the equitable participation and scholarship requirements of Title IX for this data year (2013-2014).

Goal for 2014-15: Address the sex-based inequity in publicity and promotion for athletic teams by increasing the attention that the communications and marketing department pay to all Olympic sports teams, including the women's rowing team (the most populated women's sport). Goal achieved. A 2014 UCF Today report cited that the UCF women's rowing team finished as runners-up at the inaugural 2014 American Athletic Conference Rowing Championship. Additionally, four Knights were honored with all-conference honors.⁴ The assistant director of the Athletics Communications Department also received an award (Sports Information Director of the Year) for her reporting on the UCF Women's Volleyball team.

Goals for 2015-16: Increase the participation of women in athletic opportunities and in scholarship offerings. Encourage the women's sport coaches to award all available scholarship funds. Manage men's sport rosters, and investigate the feasibility of adding women's sport teams. Implement a program that assists coaches in tracking participation numbers.

Employment

EO and AA analyzed the four required indicators of equity for protected classes. This assessment uses "annual maintenance or increase in employment" as the indicator of equity achievement represented by a check mark in the table below. EO and AA accepts representation of at least 80 percent of the maintenance level as acceptable to account for annual fluctuations in representation. Representation between 80 and 100 percent of the maintenance level is indicated by "≈". Representation below 80 percent of the maintenance level indicates an area for improvement and is indicated by "X" in Table 1. The definitions used within the categories below include full-time faculty members and administrators on regular and visiting appointments.

⁴ <http://today.ucf.edu/knights-finish-second-inaugural-conference-rowing-championships/> May 2014

Table 2: Equity in Employment

Indicators		Black	American Indian and Alaska Native	Asian	Hispanic	Two or more races	Female
tenured faculty	one-year	≈	☑	≈	☑	☑	☑
	five-year	≈	☑	☑	☑	N/A	☑
tenure-track faculty	one-year	☑	N/A (n=0)	≈	≈	☑	≈
	five-year	X	X	X	☑	N/A	☑
non-tenure-track faculty	one-year	≈	≈	≈	≈	☑	☑
	five-year	☑	☑	≈	☑	N/A	☑
executive, administrative, and managerial employees	one-year	☑	≈	≈	≈	☑	☑
	five-year	☑	X	☑	☑	N/A	☑

Goals for 2014-15: Increase the number of tenured and tenure-earning black faculty members in the next academic year. Goal not achieved. The number of tenured black faculty members decreased from 30 to 27. The University did not lose or gain any tenure-track black faculty members during the reporting year. However, given that there were only four members⁵, the University must also do more to attract and hire black tenure-track faculty.

Increase the number of tenured and tenure-earning Hispanic faculty members in the next academic year. Goal achieved with respect to tenured faculty members, but not achieved with respect to tenure-track faculty members. The number of tenured Hispanic faculty members increased by four (34 to 38) during the last reporting year as did their proportion of the total tenured faculty workforce. However, the number of tenure-track Hispanic faculty members decreased by one member maintaining their proportion of the total tenured faculty workforce. EO and AA retains a goal of increasing the number of tenured and tenure-earning Hispanic faculty members in the next academic year.

Increase the number of women tenure-track faculty. Goal not achieved. The number of female tenure-track faculty members declined slightly (by one faculty member) during the last reporting year.

Goals for 2015-16: Increase the number of tenured and tenure-earning black faculty members, tenured and tenure earning Hispanic faculty members, tenure earning and tenured American Indian and Alaska Native faulty members, and tenure-track women faculty members in the next academic year. EO and AA has established a workgroup to review the causes for the decline of black faculty members in the tenure-track and tenured groups. The EO and AA office and the Office of Diversity and Inclusion are

⁵ See Tab 5, Chart 2, *infra*.

partnering to develop and implement strategies to attract and hire more minority and women candidates for tenure-track positions.

PART II: REVIEW OF POLICIES AND PROCEDURES

The University listed 31 policies and procedures in support of equity. EO AND AA created and monitored the 25 online links housed at the EO AND AA office's webpage, www.eeo.ucf.edu. That office periodically checks the other six links (from Academic Affairs, Human Resources, and Student Accessibility Services) to ensure they are operational.

EO AND AA includes website entries that provide a general description of 14 topics related to discrimination. For example, the religious discrimination section defines actions prohibited by statute. It then offers a scenario that would prompt UCF to conduct an investigation of discrimination.

The site offers four sections that relate to sex discrimination. Sexual harassment includes unwelcome sexual advances or requests for sexual favors. It also can include verbal or physical conduct of a sexual nature that an individual must submit to as a term or condition of employment, enrollment, or use of campus facilities or programs. Sexual harassment could include the creation of a hostile environment. The harassment is unlawful when it is so severe that it alters the conditions of employment, enrollment, or participation and creates an abusive environment based on sex. For the specific definition, see University Regulation 3.001: the description above is a summarized resource, for first reference.

Stemming from the recent emphasis on the Title IX rights of students faced with sexual violence, EO and AA addressed general questions in a Title IX overview section. The U.S. Department of Education renewed its interest in ensuring that all University representatives know precisely what to do if they encounter a student who has experienced sexual violence. EO and AA and the University Compliance, Ethics, and Risk Office created a separate Title IX website with information for students, parents, faculty, staff, and others. See <https://shield.ucf.edu/>.

In addition to these resources, the EO and AA website links to the University regulation prohibiting discrimination; the Faculty hiring guide; and the A&P and USPS hiring guides. The site provides search and screen guidelines, the Discrimination Grievance policy, procedures to file, an explanation of reasonable accommodation, and the request form to file.

As required by the Report Guidelines, UCF provides a reproduction of its Non-Discrimination Regulation, 3.001, last updated January 3, 2011, in the support documents for this report.

Each year, EO and AA notifies all faculty and staff members regarding the University's Non-Discrimination commitments. The office accomplishes this via email, with an accompanying invitation to training. This same training is required for all new employees including faculty and staff. The online registration system allows faculty and staff members to record their participation and to print a copy of their training transcript. During 2014-2015, EO and AA also provided in-person discrimination prevention training to supervisors enrolled in the University's Supervisory Skills Certification course, to employees involved in interviewing and selecting applicants, to other groups on request. EO and AA has been providing Title IX in-person training sessions to faculty and staff, and will continue to do so in the next academic year.

UCF Purchasing notifies vendors who contract with the University by printing the EO and AA statement on all documents. Official University letterhead includes the phrase "an equal opportunity and affirmative action institution". When a user enters the terms "discrimination," "equal opportunity," and "affirmative action" from the University's homepage, they are automatically redirected to EO and AA Office homepage. The President's Policy Statement, posted on campus bulletin boards, websites, and in other venues reinforce the University's Non-Discrimination commitment and provides contact information about the EO and AA office.

PART III: ACADEMIC PROGRAM REVIEWS

Items A, B, and C: As presented in the Executive Summary, each of the eight enrollment charts displays appropriate representation for females and protected class race/ethnic codes. The University established an internal goal to maintain or improve protected class representation. Two race/ethnic groups indicated representation at below 80% of expected levels. However, with respect to two groups, the cohort was in the single digits, so that the small fluctuation in absolute numbers produced a misleadingly large statistical disparity. The University will monitor the areas of improvement for masters, doctoral and first degrees for American Indian/Alaska Native and Native Hawaiian/ Other Pacific Islander students. It is noted that the retention rate for full-time FTICs entering fall 2013 and continuing into fall 2014 is within the 80 percentile with the exception of Native Hawaiian/Other Pacific Islander students (71 percent).

EO and AA applied the standard of parity or representation within 80% of the majority grouping to determine acceptable progress. This year, Chart 4 (Graduation Rate of Full-Time FTICs after Six Years) displays the pre-2010 race/ethnicity codes used by IPEDS. Charts 1, 2, 3, 5, 6,7 and 8 all use the current IPEDS codes.

Chart 1. Full-time First-Time-In-College Enrollment, Fall 2014 and Early Admits										
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	18	237	0	173	660	6	1667	119	19	2899
Women	24	382	3	182	731	2	1832	150	11	3317
Total	42	619	3	355	1391	8	3499	269	30	6216
Category % of Total	0.7%	10.0%	0.5%	5.7%	22.4%	0.1%	56.3%	4.3%	0.5%	100.0%
<i>Source: IPEDS 2014-15 Part A, Fall enrollment by race, ethnicity, and sex. Column 1, First time students.</i>										

Chart 2. Full-time Florida College System A.A. Transfers, Fall 2014 and Summer 2014										
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	49	222	3	103	440	3	993	52	15	1880
Women	45	332	5	95	620	6	1255	88	19	2465
Total	94	554	8	198	1060	9	2248	140	34	4345
Category % of Total	2.2%	12.8%	0.2%	4.6%	24.4%	0.2%	51.7%	3.2%	0.8 %	100.0%
<i>Source: IPEDS 2014-15 Part A, Fall enrollment by race, ethnicity, and sex. Column 2, Transfer-In</i>										

Chart 3. Retention of Full-Time FTICs Entering Fall 2013, or Summer 2013 and Continuing into Fall, After One Year

	NRA	B	AI/AN	A	H	NH/OP I	W	≥ Two	Unk	Femal e	Male	Total
Cohort	33	591	9	367	1247	7	3297	242	23	3181	2635	5816
Category % of Total	0.6%	10.2%	0.2%	6.3%	21.4%	0.1%	56.7%	4.2%	0.4%	54.7%	45.3%	100.0%
After 1 year	29	522	8	340	1088	5	2879	196	22	2831	2258	5089
Retention Rate	87.9%	88.3%	88.9%	92.6%	87.2%	71.4%	87.3%	81.0%	95.7%	89.0%	85.7%	87.5%

*Source: Local File***Chart 4. Graduation Rate of Full-Time FTICs, Beginners and Early Admits Entering Fall 2008, or Summer 2008 and Continuing into Fall After Six Years**

	NRA	B	AI/AN	A/PI	H	W	Unk	Female	Male	Total
Cohort	39	569	24	362	921	4128	91	3277	2856	6133
Category % of Total	0.6%	9.3%	0.4%	5.9%	15.0%	67.3%	1.5%	53.4%	46.6%	100.0%
After 6 years										
Number of Graduates	28	381	14	247	640	2900	67	2438	1839	4277
Percent Graduated	73.7%	67.0%	58.3%	68.2%	69.5%	70.3%	73.6%	74.4%	64.4%	69.7%
Category % Graduated	0.7%	8.9%	0.3%	5.8%	15.0%	67.8%	1.6%	57.0%	43.0%	100.0%
Number Retained	2	31	0	24	41	143	5	90	156	246
Percent Retained	5.3%	5.4%	N/A	6.6%	4.5%	3.5%	5.5%	2.7%	5.5%	4.0%
Category % Retained	0.8%	12.6%	N/A	9.8%	16.7%	58.1%	2.0%	36.6%	63.4%	100.0%

Source: Local Files

Chart 5. Bachelor's Degrees Awarded, AY 2013-2014

	NRA	B	AI/A N	A	H	NH/OPI	W	≥ Two	Unk	T
Men	87	433	4	291	1045	18	3162	98	51	5189
Women	110	762	25	349	1418	16	4280	139	84	7183
Total	197	1195	29	640	2463	34	7442	237	135	12372
Category % of Total	1.6%	9.7%	0.2%	5.2%	19.9%	0.3%	60.2%	1.9%	1.1%	100.0%

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Chart for 99.0000, all disciplines.

Chart 6. Master's Degrees Awarded, AY 2013-2014

	NRA	B	AI/A N	A	H	NH/OPI	W	≥ Two	Unk	T
Men	124	75	0	61	124	0	585	13	57	1039
Women	75	181	4	60	210	0	825	24	121	1500
Total	199	256	4	121	334	0	1410	37	178	2539
Category % of Total	7.8%	10.1 %	0.2%	4.8%	13.2%	N/A	55.5%	1.5%	7.0 %	100.0%

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Master's degrees. Chart for 99.0000, all disciplines.

Chart 7. Doctoral Degrees Awarded, AY 2013-2014

	NRA	B	AI/A N	A	H	NH/OPI	W	≥ Two	Unk	T
Men	57	8	0	1	10	0	67	1	0	144
Women	26	10	0	10	8	0	68	0	0	122
Total	83	18	0	11	18	0	135	1	0	266
Category % of Total	31.2%	6.8%	N/A	4.1%	6.8%	N/A	50.8%	0.4%	N/A	100.0%

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Doctoral degrees. Chart for 99.0000, all disciplines.

Chart 8. First Professional Degrees Awarded, AY 2013-2014										
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Women	0	4	1	6	7	0	36	1	2	57
Total	0	5	1	10	11	1	58	1	3	90
Category % of Total	N/A	5.6%	1.1%	11.1%	12.2%	1.1%	64.4%	1.1%	3.3%	100.0%
Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, First Professional degrees. Chart for 99.0000, all disciplines.										

Item D. Student Services review: Student Development and Enrollment Services (SDES) prepared an annual report on five of the requested areas using institutional effectiveness goals as a guideline. The full 2013-2014 SDES Annual Report EO and AA is attached. EO and AA evaluates the other four areas as described below.

1. Academic Advising
2. [Admission to Academic Program: **see below**]
3. Health Services
4. Club and Intramural Athletics
5. [Student Financial Assistance: **see below**]
6. Housing
7. [Student Employment: **see below**]
8. Educational and work environment
9. [Personnel: **see below**]

Area 2: Charts 1 and 2 above described admission to the academic program at the undergraduate level, both for FTICs and AA transfers. Neither level requires designation as an area for improvement, except for Native Hawaiian/Other Pacific Islander students. The chart below reflects graduate admission data, Fall 2014. For each protected class, the University has admitted a proportion of protected class members that is within 80 percent of their proportion in the previous year. This does not require a designation as an area for improvement.

Graduate Enrollment, Fall 2014											
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	F	T
Total	910	689	17	394	998	8	4283	155	642	4630	8096
Cat. % of Total	9.9 %	8.5%	0.2%	4.9%	12.3%	0.1%	53.0%	1.9%	8.0%	57.1 %	100.0%
Source: Fall 2014 IPEDS, full and part-time graduate students											

Area 5, 7: The Office of Student Financial Assistance awards grants, loans, scholarships, and College Work-Study to qualifying students. The office bases awards on compliance with basic guidelines, such as timely completion of the FAFSA for need-based awards and awards in which need is one of the criteria.

Student employment includes the federally-funded College Work-Study Program and independently-sought employment in campus units. Work-study students must demonstrate financial need.

Area 9: The University included all Personnel achievements in the Employment section.

Item E. Overall effectiveness in enrollment equity: A-

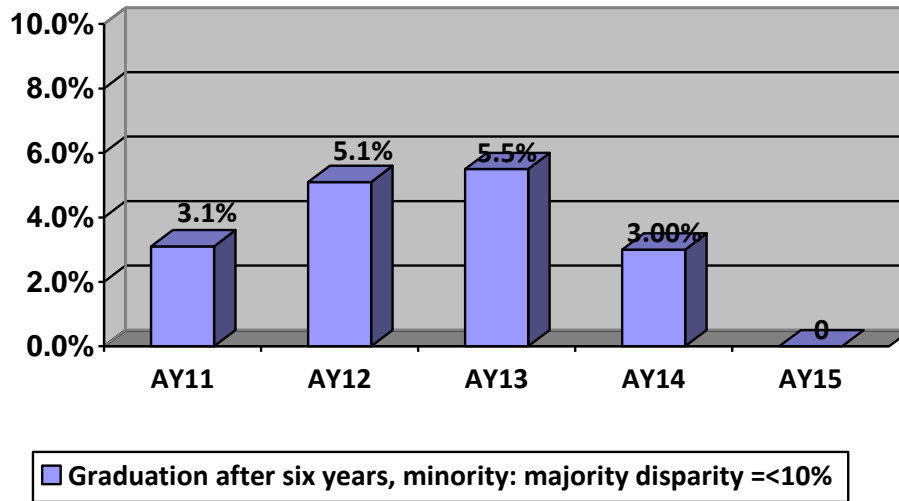
This non-scientific grading system reflects the University's programs that support all students, but may particularly support minority students such as the following:

Multicultural Academic Support Services: Entrepreneurship Series	Students were awarded scholarships through a \$3,000 Comerica Fund grant the Limited Liability Company licensing of awardees. Attendance to a four week series is required.
Multicultural Academic Support Services: Multicultural Knights Networking Reception	872 multicultural and first generation students discussed employment opportunities with 37 external corporations.
Multicultural Academic Support Services: The Seizing Opportunities for Achievement and Retention (SOAR) is a six-week academic, on-campus summer program for a selected group of freshman who receive additional academic preparation before attending classes in the fall. Students in this intensive program are evaluated solely by UCF's Undergraduate	Fi50 students (41 females and 9 males) attended the 2013-14 program. The summer to fall retention rate for SOAR participants was 100%.

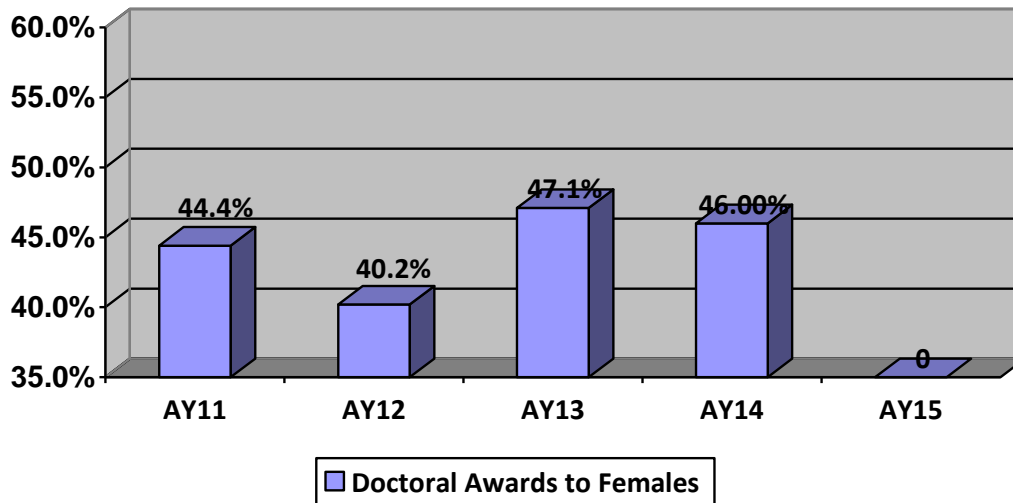
Admissions Office and participation is by invitation only .	
Student Academic Resource Center: The <i>Pegasus Success Program</i> is a Summer Bridge program that UCF offers to selected freshmen students each year by invitation only through the Undergraduate Admissions Office as a part of their conditional acceptance to the University. It is a program designed to help students make a successful transition from the high school environment to the UCF college environment.	The summer to fall retention rate for Pegasus Success participants remains above 90%.
Legacy Leadership and Mentoring Closing Program: This program recognized and celebrated graduating students of color in the program.	50 students, faculty and staff attended the event. .
Black History Month speaker actor and author Hill Harper. He has been recognized by Ebony as one of the 100 most influential Black Americans and has authored 5 books.	300 students, faculty and staff were in attendance. This year's for Black History Month event brought in 100 more participants than in 2013-2014.

Diverse Magazine (2014) featured the UCF in 128 categories for minority undergraduate degree production. In 42 of those categories, UCF ranked nationally in the Top 20. UCF ranked 8th nationally for awarding degrees to African American (988); 8th for Hispanics (1,868); 22nd Native Americans (49); and 39th for Asian Americans (605). The magazine did not rank UCF for award of Master's degrees, but ranked UCF in 4 categories for award of doctoral degrees. Source: <http://diverseeducation.com>.

EO and AA created charts for enrollment, athletics and employment that are important to equitable participation in higher education. The charts will be updated annually. The chart below indicates the disparity between the average minority graduation rate (including non-resident aliens) of FTIC, Beginners and Early Admits after 6 years and the majority graduation rate. The graduation rate of the lowest-performing racial/ethnic group is more than 90% of the majority graduation rate.



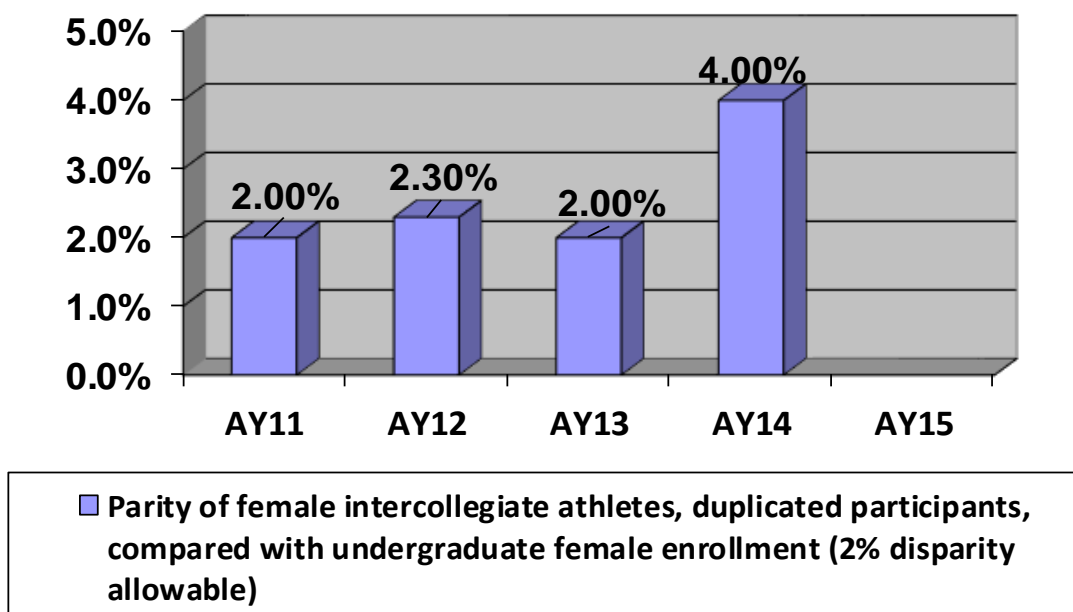
Over the past two years, females out performed males in obtaining bachelor's degrees, master's degrees and first professional degrees. Males out performed females in obtaining doctorate degrees during the previous two years. The chart below shows that females are reversing this trend last year and are maintaining this advancement this reporting year.



PART IV: EQUITY IN INTERCOLLEGIATE ATHLETICS

Tab 4 presents the required information regarding intercollegiate athletics.

EO and AA created a chart (below) for one area within gender equity in Athletics, to reflect disparity between male and female athletic participation. Current case law suggests that a disparity of two percent is the maximum variance that the U.S. Department of Education, Office for Civil Rights would accept to reflect fluctuations and other factors. This year, there is a 4% variance.



UCF Athletics evaluated all 11 elements of equity and identified two areas for improvement: Measure Numbers 2 (Participation) and 4 (Scholarship Offerings). UCF Athletics achieved its goal last year of improving publicity and promotion of the female Olympic sports. A 2014 UCF Today report cited that the UCF women's rowing team finished as runners-up at the inaugural 2014 American Athletic Conference Rowing Championship. Additionally, 4 Knights were honored with all-conference honors. The assistant director of the Athletics Communications Department also received an award (Sports Information Director of the Year) for her reporting on the UCF Women's Volleyball team.

UCF Athletics' scholarship offerings would have been within the 1% variance allowable in the reporting year if all of the coaches of the women's teams awarded all of the scholarship funds that were available to him or her. Next year, Athletics will encourage

the women's sport coaches to award all available scholarship funds. Athletics will also explore adding women's sport teams that will provide additional scholarship offerings.

With respect to the decrease in the participation opportunities for women athletes, Athletics will implement a program that assists coaches in tracking participation numbers. Athletics will also explore imposing roster limits for men's sport teams and adding women's sport teams. As the chart above indicates, Athletics has been within the 2% variance that meets the "substantially proportional" standard in the past several years (with improvement last year), but Athletics had some fluctuation this year. It is notable that an equal participation rate could have been achieved with the addition of approximately 17 female athletes or the reduction of 7 male athletes.

PART V: EMPLOYMENT REPRESENTATION

An analysis of the data compiled for this report last year, revealed the need for improvement in two employment areas: tenure-earning Black faculty as measured after one year and five years. Therefore, EO and AA set a goal to correct the decline in tenure-earning Black faculty members. In 2013-14, the University did not lose or gain any tenure-track black faculty members. However, given that there were only four tenure-track faculty members, it is clear that the University must do more to attract and hire black tenure-track faculty. In 2013-14, the University lost three *tenured* Black faculty members (from 30 to 27) while gaining tenured faculty members in other minority groups. EO and AA has established a workgroup to review the causes for the decline of black faculty members in the tenure-track and tenured groups. The EO and AA office and the Office of Diversity and Inclusion are partnering to develop and implement strategies to attract and hire more minority and women candidates for tenure-track positions.

EO and AA also set as a goal last year to increase the number of tenured and tenure-earning Hispanic faculty members in the next academic year. The goal was achieved with respect to tenured faculty members, but not achieved with respect to tenure-track faculty members. The number of tenured Hispanic faculty members increased by four (38 to 34) in 2013-14 which is a slightly greater increase than of tenured white faculty members. However, the number of tenure-track Hispanic faculty members decreased by one member maintaining their proportion of the total tenured faculty workforce. EO and AA retains a goal of increasing the number of tenured and tenure-earning Hispanic faculty members in the next academic year.

Last year, EO and AA set as a goal to increase the number of women tenure-track faculty. This goal was not achieved. The number of female tenure-track faculty members declined slightly (by one faculty member) during the last reporting year. increase tenure-track female faculty. EO and AA retains this goal for next year.

EO and AA has also set a goal of increasing the number of tenured and tenure-earning black faculty members, tenured and tenure earning Hispanic faculty members, tenure earning and tenured American Indian and Alaska Native faulty members, and tenure-track women faculty members in the next academic year.

PART VI: AREAS OF IMPROVEMENT AND ACHIEVEMENT

Tab 6 presented the required information regarding areas of achievement in 2013-14. and areas for improvement in 2014-15.

Academic Services, Programs, and Student Enrollment:

Goal for 2014-15: Maintain or increase protected class member degree achievement at all levels. Particularly monitor the progress of American Indian and Alaska Native students. Goal achieved for black students at all degree levels and Asian and Hispanic students at the bachelor's and master's degree levels. However, there was a significant decrease in the number of American Indian and Alaska Native and Native Hawaiian and other Pacific Islander students in the following areas: FTICs, FCS transfers, retention and bachelor's degree. It is noted that American Indian and Alaska Native and Native Hawaiian and other Pacific Islander students were not awarded doctoral degrees. No Native Hawaiian and other Pacific Islander students were awarded master's degrees. EO and AA also monitored a significant reduction in the proportion of Asian students earning master's degrees. Asian students have exceeded last year's master's degree achievement.

Maintain or increase protected class member degrees at all levels. Particularly increase the number of American Indian and Alaska Native and Native Hawaiian and other Pacific Islander FTICs and FCS transfers. EO and AA will work with the undergraduate admissions office to develop strategic recruitment opportunities to achieve this goal. Monitor the decrease in Asian student's achievement of doctoral degrees which significantly decreased during the reporting year.

Sex Equity in Athletics:

Goal for 2014-15: the University set as a goal to address a sex-based inequity in publicity and promotion for athletic teams by increasing the attention that the communications and marketing department pay to all Olympic sports teams, including the women's rowing team (the most populated women's sport). Goal achieved. A 2014 UCF Today report cited that the UCF women's rowing team finished as runners-up at the inaugural 2014 American Athletic Conference Rowing Championship. Additionally, four Knights were honored with all-conference honors. The assistant director of the Athletics Communications Department also received an award (Sports Information Director of the Year) for her reporting on the UCF Women's Volleyball team.

Goals for 2015-16: Increase the participation of women in athletic opportunities and in scholarship offerings. Encourage the women's sport coaches to award all available scholarship funds. Manage men's sport rosters, and investigate the feasibility of adding women's sport teams. Implement a program that assists coaches in tracking participation numbers.

Employment:

Goals for 2014-15: Increase the number of tenured and tenure-earning black faculty members in the next academic year. Goal not achieved. The number of tenured black faculty members decreased from 30 to 27. The University did not lose or gain any tenure-track black faculty members during the reporting year. However, given that there were only four members, the University must also do more to attract and hire black tenure-track faculty.

Increase the number of tenured and tenure-earning Hispanic faculty members in the next academic year. Goal achieved with respect to tenured faculty members, but not achieved with respect to tenure-track faculty members. The number of tenured Hispanic faculty members increased by four (34 to 38) during the last reporting year as did their proportion of the total tenured faculty workforce. However, the number of tenure-track Hispanic faculty members decreased by one member maintaining their proportion of the total tenured faculty workforce. EO and AA retains a goal of increasing the number of tenured and tenure-earning Hispanic faculty members in the next academic year.

Increase the number of women tenure-track faculty. Goal not achieved. The number of female tenure-track faculty members declined slightly (by one faculty member) during the last reporting year.

Goals for 2015-16: Increase the number of tenured and tenure-earning black faculty members, tenured and tenure earning Hispanic faculty members, tenure earning and tenured American Indian and Alaska Native faulty members, and tenure-track women faculty members in the next academic year. EO and AA has established a workgroup to review the causes for the decline of black faculty members in the tenure-track and tenured groups. The EO and AA office and the Office of Diversity and Inclusion are partnering to develop and implement strategies to attract and hire more minority and women candidates for tenure-track positions.

PART VII: PROTECTED-CLASS REPRESENTATION IN THE TENURE PROCESS

Tab 7 presents the required information regarding protected-class representation in the tenure process.

In the 2013-2014 promotion and tenure process, the University has a 100% approval rate. As such, adverse impact is not a factor for race/ethnic protected classes.

The second measure of equity applied to this area was “comparative success” rates:

- Race/ethnic minorities succeeded in achieving tenure at a rate of 100% (4/4). White applicants succeeded at a rate of 100% (8/8).
- Females succeeded at a rate of 100% (4/4). Males succeeded at a rate of 100% (8/8).

Progress in the tenure process for race/ethnic minorities and females reveals no adverse impact.

The University of Central Florida follows the guidelines for academic assignments as outlined in the Board of Trustees – United Faculty of Florida Collective Bargaining Agreement 2012-2015.

PART VIII: PROMOTION AND TENURE COMMITTEE COMPOSITION

Tab 8 presents the required information regarding composition of committees reviewing promotion and tenure. Faculty members elect committee representatives from among the tenured faculty to serve on departmental and college committees and the University committee. The University committee is comprised of 9 members: 5 (males) and 4 (females); 7 (whites), 1 Asian and 1 Hispanic respectively. 2 colleges and 5 departments had no female representation for 2013-2015. Non-female representation may be attributed to a number of factors including lack of tenure female faculty. EO and AA will follow-up with the departments to determine how to increase representation for not only women but other protected class members where possible.

PART IX: OTHER REQUIREMENTS

A. Budget Plan

BOG Regulation 2.003 (7) requires each University to develop a budget plan to support the University's goals as outlined in its equity plan in accordance with state and federal law.

The Office of Academic Affairs developed the Diversity Enhancement program to provide funding to hire tenured or tenure-track faculty members, as well as University librarians. This program was in operation in the 2013-2014 Academic Year. The goal of this program was to increase diversity at UCF and to attract under-represented faculty members in certain academic disciplines where under-representation was indicated.

Procedure: Each diversity enhancement line was funded for three years to cover a salary up to \$70,000. At the end of the initial three-year period, responsibility for funding a position must be assumed by the unit involved. The number of positions provided in a given year was 10, with a maximum of 30 for a three-year period. The distribution of these positions among eligible units was made by the provost and executive vice president based on requests for funding received by March 1 for the following year.

To assist with this program, the EO and AA prepared an under-representation analysis, using standard accepted techniques. The faculty representation in each discipline at the relevant levels will be compared with appropriate national availability factors. Disciplines with documented under-representation of protected classes were identified as disciplines meriting special attention for corrective action under the program.

Hires that address documented under-representation were exempt from posting in the UCF position vacancies system. National advertising could effectively be replaced by systematic, personal contact with colleagues or other search techniques. In some cases, national advertising for a particular position produced candidates who may not be selected for that vacancy but who may enhance the department through selection on a diversity enhancement line.

Criteria for hires: Eligible applicants were U.S. citizens or permanent residents who sought a tenured or tenure-track faculty appointment in an academic discipline or a faculty appointment in the UCF Library and who address a defined area of under-representation.

All faculty members hired under this program had strong credentials and met criteria for promotion and tenure on the normal schedule for faculty advancement. Thus, appropriate faculty review procedures were required during the appointment process.

Final approval for hire rested with the provost and executive vice president based upon all factors mentioned above.

The University Provost supported the University's equity goals to increase faculty diversity and to reduce significant underrepresentation of protected groups and females with a commitment of \$1,680,000 over the 2013-2014 FYs for the "Provost's Diversity Enhancement Program."⁶

B. President's Evaluation

President John Hitt included "to become more inclusive and diverse" in his five University goals shortly after assuming the presidency in 1992. The Board of Trustees' annually evaluates President Hitt's performance which includes an equity component. Comments on the 2013-2014 Performance Assessment reveal that President Hitt's commitment to diversity and inclusion is outstanding.

C. UCF Regulation 3.001 (attached)

D. Student Development and Enrollment Services report (attached)

⁶ In FY 2016, this program will be replaced with the Targeted Opportunity Funding Program. New hires will be funded by the Provost's office for three years.

Attachment B

Florida Equity Report:
Enrollment, Sex Equity in Athletics, and Employment
Report Year: 2014- 2015

University of Central Florida

Data Year: July – June, 2013-2014

Approved by University Board of Trustees (or designee): (date)

Approved by University President: (signature and date)

Submitted by:

Maria D. Beckman, Director
Equal Opportunity and Affirmative Action Programs
MH 330
University of Central Florida
Orlando, FL 32816-0030
(407) UCF-1EEO
Maria.Beckman@ucf.edu
(date)

Florida Equity Reports University of Central Florida 2014 - 2015

PART II: Policies and Procedures in Support of Equity

Data Year: July – June, 2013-2014

- A. President's Statement on Equal Opportunity and Affirmative Action
<http://www.eeo.ucf.edu/documents/new/PresidentStatement.pdf>
- B. Search and Screening Guidelines
<http://www.eeo.ucf.edu/documents/new/SearchandScreeningGuidelines3-10-152.pdf>
- D. Discrimination Grievance Investigation Procedure
<http://www.eeo.ucf.edu/documents/new/DiscriminationGrievancePolicy3-15-DirectorInfo.pdf>
- E. ADA - Request for Reasonable Accommodation
<http://www.eeo.ucf.edu/documents/new/DiscriminationGrievanceInvestigationProcedure3-15.pdf>
- F. Protocol for Providing Reasonable Accommodation
<http://www.eeo.ucf.edu/documents/new/ADA%20-%20Form%20to%20Request%20Reasonable%20Accommodation%207-10.pdf>
- G. Religious Accommodation: Guidelines for Departmental Procedures for Requests
<http://www.eeo.ucf.edu/documents/new/ADAAccommodationsInEmploymentAndForMembersOfThePublic7-10.pdf>
- H. Faculty Hiring Guide
<http://www.eeo.ucf.edu/documents/new/ReligiousAccommodation7-10.pdf>
- I. A&P Hiring Guide
<http://provost.ucf.edu/files/2012/06/Faculty-Hiring-Guide.pdf>
- J. Student Disability Services: Eligibility for accommodations, Disability documentation requirements
http://hr.ucf.edu/files/AP_Hiring_Guide.pdf
- K. University Regulation on Grievances Alleging Discrimination
<http://sas.sdes.ucf.edu/accommodations>

- L. University Non-Discrimination and Affirmative Action Regulation
http://www.eeo.ucf.edu/documents/new/3.0134GrievancesAllegingDiscrimination_finalMay09.pdf
- M. Resources - Discrimination Complaints - UCF Resource List
http://www.eeo.ucf.edu/documents/new/3_001Non-DiscrimAffirmActionsPrograms_Nov10.pdf
- N. Resources - Discrimination Complaints - Report Discrimination to UCF
<http://www.eeo.ucf.edu/documents/new/DiscriminationPrevention-CampusResourceList6-13.pdf>
- O. Resources - Discrimination Complaints - External Reporting Channels
<http://www.eeo.ucf.edu/documents/new/ReportDiscriminationtoUCF6-13.pdf>
- P. ADA - Student Accommodation Reviews
<http://www.eeo.ucf.edu/documents/new/Resourcesforexternalcomplaints4-15.pdf>
- P. Discrimination - Descriptions, Prevention - Age
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-Age.pdf>
- Q. Discrimination - Descriptions, Prevention - Disability
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-Disability.pdf>
- R. Discrimination - Descriptions, Prevention - Gender Identity or Gender Expression
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-GenderIdentityandExpression.pdf>
- S. Discrimination - Descriptions, Prevention - Genetic Information
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-GeneticInformation.pdf>
- T. Discrimination - Descriptions, Prevention - Marital Status
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-MaritalStatus.pdf>
- U. Discrimination - Descriptions, Prevention - National Origin
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-NationalOrigin.pdf>
- V. Discrimination - Descriptions, Prevention - Race
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-Race.pdf>
- W. Discrimination - Descriptions, Prevention - Religion
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-Religion.pdf>
- X. Discrimination - Descriptions, Prevention - Sex
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-Sex.pdf>
- Y. Discrimination - Descriptions, Prevention - Title IX overview
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-TitleIXoverview.pdf>
- Z. Discrimination - Descriptions, Prevention - Toolkit for assisting students
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-ToolkitforAssistingStudents.pdf>

- AA. Discrimination - Descriptions, Prevention - Sexual Harassment
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-SexualHarassment.pdf>
- BB. Discrimination - Descriptions, Prevention - Sexual Orientation
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-SexualOrientation.pdf>
- CC. Discrimination - Descriptions, Prevention - Veterans
<http://www.eeo.ucf.edu/documents/new/Discrimination-Descriptions,Prevention-VeteranStatus.pdf>
- DD. Discrimination - Descriptions, Prevention - Quick Reference to Assist Students
<http://www.eeo.ucf.edu/documents/new/Under%20Construction.pdf>
- EE. Search Committee Procedures Incorporating Search Firm-Search Firms
<http://www.eeo.ucf.edu/documents/new/Usingsearchfirms6-13.pdf>

Florida Equity Reports
University of Central Florida
2014 - 2015
PART III: Academic Program Reviews

Chart 1. Full-time First-Time-In-College Enrollment, Fall 2014 and Early Admits

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	18	237	0	173	660	6	1667	119	19	2899
Women	24	382	3	182	731	2	1832	150	11	3317
Total	42	619	3	355	1391	8	3499	269	30	6216
Category % of Total	0.7%	10.0%	0.0%	5.7%	22.4%	0.1%	56.3%	4.3%	0.5%	100.0%

Source: IPEDS 2014-15 Part A, Fall enrollment by race, ethnicity, and sex. Column 1, First time students.

**Florida Equity Reports
University of Central Florida
2014 - 2015
PART III: Academic Program Reviews**

Chart 2. Full-time Florida College System A.A. Transfers, Fall 2014 and Summer 2014

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	49	222	3	103	440	3	993	52	15	1880
Women	45	332	5	95	620	6	1255	88	19	2465
Total	94	554	8	198	1060	9	2248	140	34	4345
Category % of Total	2.2%	12.8%	0.2%	4.6%	24.4%	0.2%	51.7%	3.2%	0.8%	100.0%

Source: IPEDS 2014-15 Part A, Fall enrollment by race, ethnicity, and sex. Column 2, Transfer-In

**Florida Equity Reports
University of Central Florida
2014 - 2015
PART III: Academic Program Reviews**

Chart 3. Retention of Full-Time FTICs Entering Fall 2013, or Summer 2013 and Continuing into Fall, After One Year												
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	Female	Male	Total
Cohort	33	591	9	367	1247	7	3297	242	23	3181	2635	5816
Category % of Total	0.6%	10.2%	0.2%	6.3%	21.4%	0.1%	56.7%	4.2%	0.4%	54.7%	45.3%	100.0%
After 1 year	29	522	8	340	1088	5	2879	196	22	2831	2258	5089
Retention Rate	87.9%	88.3%	88.9%	92.6%	87.2%	71.4%	87.3%	81.0%	95.7%	89.0%	85.7%	87.5%
Source: Local File												

**Florida Equity Reports
University of Central Florida
2014 - 2015
PART III: Academic Program Reviews**

Chart 4. Graduation Rate of Full-Time FTICs, Beginners and Early Admits Entering Fall 2008, or Summer 2008 and Continuing into Fall After Six Years										
	NRA	B	AI/AN	A/PI	H	W	Unk	Female	Male	Total
Cohort	38	569	24	362	921	4128	91	3277	2856	6133
Category % of Total	0.6%	9.3%	0.4%	5.9%	15.0%	67.3%	1.5%	53.4%	46.6%	100.0%
After 6 years										
Number of Graduates	28	381	14	247	640	2900	67	2438	1839	4277
Percent Graduated	73.7%	67.0%	58.3%	68.2%	69.5%	70.3%	73.6%	74.4%	64.4%	69.7%
Category % Graduated	0.7%	8.9%	0.3%	5.8%	15.0%	67.8%	1.6%	57.0%	43.0%	100.0%
Number Retained	2	31	0	24	41	143	5	90	156	246
Percent Retained	5.3%	5.4%	N/A	6.6%	4.5%	3.5%	5.5%	2.7%	5.5%	4.0%
Category % Retained	0.8%	12.6%	N/A	9.8%	16.7%	58.1%	2.0%	36.6%	63.4%	100.0%

Source: Local Files

**Florida Equity Reports
University of Central Florida
2014 - 2015**

PART III: Academic Program Reviews

Chart 5. Bachelor's Degrees Awarded, AY 2013-2014

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	87	433	4	291	1045	18	3162	98	51	5189
Women	110	762	25	349	1418	16	4280	139	84	7183
Total	197	1195	29	640	2463	34	7442	237	135	12372
Category % of Total	1.6%	9.7%	0.2%	5.2%	19.9%	0.3%	60.2%	1.9%	1.1%	100.0%

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Bachelor's degrees. Chart for 99,0000, all disciplines.

**Florida Equity Reports
University of Central Florida
2014 - 2015
PART III: Academic Program Reviews**

Chart 6. Master's Degrees Awarded, AY 2013-2014

	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	124	75	0	61	124	0	585	13	57	1039
Women	75	181	4	60	210	0	825	24	121	1500
Total	199	256	4	121	334	0	1410	37	178	2539
Category % of Total	7.8%	10.1%	0.2%	4.8%	13.2%	N/A	55.5%	1.5%	7.0%	100.0%

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Master's degrees. Chart for 99,0000, all disciplines.

**Florida Equity Reports
University of Central Florida
2014 - 2015
PART III: Academic Program Reviews**

Chart 7. Doctoral Degrees Awarded, AY 2013-2014										
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T
Men	57	8	0	1	10	0	67	1	0	144
Women	26	10	0	10	8	0	68	0	0	122
Total	83	18	0	11	18	0	135	1	0	266
Category % of Total	31.2%	6.8%	N/A	4.1%	6.8%	N/A	50.8%	0.4%	N/A	100.0%
Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, Doctoral degrees. Chart for 99.0000, all disciplines.										

**Florida Equity Reports
University of Central Florida
2014 - 2015
PART III: Academic Program Reviews**

Chart 8. First Professional Degrees Awarded, AY 2013-2014											
	NRA	B	AI/AN	A	H	NH/OPI	W	≥ Two	Unk	T	
Men	0	1	0	4	4	1	22	0	1	33	
Women	0	4	1	6	7	0	36	1	2	57	
Total	0	5	1	10	11	1	58	1	3	90	
Category % of Total	N/A	5.6%	1.1%	11.1%	12.2%	1.1%	64.4%	1.1%	3.3%	100.0%	

Source: IPEDS Completions 2014-15 report (degrees awarded AY 2013-14), GRAND TOTAL BY FIRST MAJOR, First professional degrees. Chart for 99,0000, all disciplines.

**Florida Equity Reports
University of Central Florida
2014 - 2015**

PART IV: Sex Equity in Athletics

Chart 1. Sex Equity in Athletics Update

Element	Assessment	Area for improvement? (check if yes, and describe on form below)
1. Sports offerings	Men's Sports: Baseball, Basketball, Football, Golf, Soccer, Tennis; Women's Sports: Basketball, Golf, Rowing, Soccer, Softball, Tennis, Cross Country, Indoor Track, Outdoor Track, Volleyball	
2. Participation rates, male and female, compared with full-time undergraduate enrollment	Male Sport Participation: 227; Female Sport Participation: 238 = 51% Female, 49% Male. University Undergraduate Enrollment: Male: 16,570; Female: 19,853 = 55% Female, 45% Male	Yes
3. Availability of facilities, defined as locker room, practice, and competitive facilities	All equivalent	
4. Scholarship offerings for athletes	3% variance from participation proportions favoring males.	Yes
5. Funds allocated for:		
a) the athletic program as a whole	All equivalent	
b) administration	All equivalent	
c) travel and per diem allowances	All equivalent	
d) recruitment	All equivalent	
e) comparable coaching	All equivalent	

f) publicity and promotion	All equivalent	
g) other support costs	All equivalent	
6. Provision of equipment and supplies	All equivalent	
7. Scheduling of games and practice times	All equivalent	
8. Opportunities to receive tutoring	All equivalent	
9. Compensation of coaches and tutors	All equivalent	
10. Medical and training services	All equivalent	
11. Housing and dining facilities and services	All equivalent	

**Florida Equity Reports
University of Central Florida
2014 - 2015**

PART IV: Sex Equity in Athletics

Chart 2. Sex Equity in Athletics - Areas for Improvement

Areas for improvement	Program for improvement	Timetable
Participation Rates	Athletics will implement a program that assists our coaches in tracking our participation numbers. Encourage the women's sport coaches to award all available scholarship funds. Manage men's sport rosters, and investigate the feasibility of adding women's sport teams. Implement a program that assists coaches in tracking participation numbers. Athletics has been proportional for our previous years, but we had some fluctuation this year. Please note that the participation % could change with the addition of approximately 17 female athletes or the reduction of 7 male athletes, Athletics would be in compliance with our proportionality numbers.	Next Year (2015-16)

Encourage the women's sport coaches to award all available scholarship funds. Investigate the feasibility of adding women's sport teams.

Scholarship Offerings

Next Year (2015-16)

Check one basis below for assuring that the University is in compliance with the Florida Educational Equity Act:

- ☐ Accommodation of Interest and Abilities
- ☐ Substantial Proportionality
- ☐ History and Practice of Expansion of Sports

**Florida Equity Reports
University of Central Florida
PART V: Employment Representation**

Chart 1. Category Representation – Tenured Faculty												
Indicator	NRA	B	A/AN	A (2013 and 2014)	A/PI (2009)	H	NH/OPI (2013 and 2014)	W	≥ Two (2013 and 2014)	Not Reported	Female	Total
Number, Fall 2014	3	27	3	98	N/A	38	0	411	1	0	167	581
Number, Fall 2013	3	30	3	99	N/A	34	0	410	1	1	165	581
Percentage Change From Fall 2013 to 2014	0.0%	-10.0%	0.0%	-1.0%	N/A	11.8%	N/A	0.2%	0.0%	-100.0%	1.2%	0.0%
Number, Fall 2009	2	26	2	N/A	82	29	N/A	406	N/A	0	153	547
Percentage Change From Fall 2009 to 2014	50.0%	3.8%	50.0%	N/A	N/A	31.0%	N/A	1.2%	N/A	N/A	9.2%	6.2%
Area for improvement, compared with national standards? (Check if yes)												
Source: IPEDS Fall Staff 2014, 2013 and 2009												

**Florida Equity Reports
University of Central Florida
PART V: Employment Representation**

Chart 2. Category Representation – Tenure-Track Faculty												
Indicator	NRA	B	AI/AN	A (2013 and 2014)	A/PI (2009)	H	NH/OPI (2013 and 2014)	W	≥ Two (2013 and 2014)	Not Reported	Female	Total
Number, Fall 2014	29	4	0	22	N/A	15	0	98	2	0	77	170
Number, Fall 2013	24	4	0	24	N/A	16	0	100	1	0	78	169
Percentage Change From Fall 2013 to 2014	20.8%	0.0%	N/A	-8.3%	N/A	-6.3%	N/A	-2.0%	100.0%	N/A	-1.3%	0.6%
Number, Fall 2009	20	15	3	N/A	36	12	N/A	121	N/A	0	64	207
Percentage Change From Fall 2009 to 2014	45.0%	-73.3%	-100.0%	N/A	N/A	25.0%	N/A	-19.0%	N/A	N/A	20.3%	-17.9%
Area for improvement, compared with national standards? (Check if yes)												
Source: IPEDS Fall Staff 2014, 2013 and 2009												

Florida Equity Reports
University of Central Florida
PART V: Employment Representation

Chart 3. Category Representation – Non-Tenure-Earning Faculty or Faculty at Non-Tenure Granting Universities											
Indicator	NRA	B	A/AN	A (2013 and 2014)	A/PI (2009)	H	NH/OPI (2013 and 2014)	W	≥ Two (2013 and 2014)	Not Reported	Female Total
Number, Fall 2014	14	13	1	17	N/A	31	0	400	4	0	264 480
Number, Fall 2013	11	12	1	11	N/A	34	0	353	2	0	225 424
Percentage Change From Fall 2013 to 2014	27.3%	8.3%	0.0%	54.5%	N/A	-8.8%	N/A	13.3%	100.0%	N/A	17.3% 13.2%
Number, Fall 2009	70	13	0	N/A	23	20	N/A	402	N/A	0	257 528
Percentage Change From Fall 2009 to 2014	-80.0%	0.0%	N/A	N/A	N/A	55.0%	N/A	-0.5%	N/A	N/A	2.7% -9.1%
Area for improvement, compared with national standards? (Check if yes)											
Source: IPEDS Fall Staff 2014, 2013 and 2009											

Florida Equity Reports
University of Central Florida
PART V: Employment Representation

Chart 4. Category Representation – Executive/Administrative/Managerial												
Indicator	NRA	B	A/AN	A (2013 and 2014)	A/PI (2009)	H	NH/OPI (2013 and 2014)	W	≥ Two (2013 and 2014)	Not Reported	Female	Total
Number, Fall 2014	4	72	2	30	N/A	64	1	502	5	0	390	680
Number, Fall 2013	3	67	2	29	N/A	60	0	468	4	0	359	633
Percentage Change From Fall 2013 to 2014	33.3%	7.5%	0.0%	3.4%	N/A	6.7%	N/A	7.3%	25.0%	N/A	8.6%	7.4%
Number, Fall 2009	4	63	2	N/A	20	39	N/A	411	N/A	0	297	539
Percentage Change From Fall 2009 to 2014	0.0%	14.3%	0.0%	N/A	N/A	64.1%	N/A	22.1%	N/A	N/A	31.3%	26.2%
Area for improvement, compared with national standards? (Check if yes)												
Source: IPEDS Fall Staff 2014, 2013 and 2009												

Florida Equity Reports University of Central Florida 2014 - 2015

PART VI: Areas of Improvement from 2014 Report; Achievement of Improvement Reported in 2015

Areas of Improvement Pertaining to Academic Services, Programs, and Student Enrollment Identified in September 2015 Report	Achievement Report for Areas of Improvement Pertaining to Academic Services, Programs, and Student Enrollment Identified in Previous Report, September 2014
--	---

Maintain or increase protected class member degrees at all | Improvement achieved. Percentage of Asian students achieving r

Areas of Improvement Pertaining to Sex Equity in Athletics Identified in September 2015 Report	Achievement Report for Areas of Improvement Pertaining to Sex Equity in Athletics Identified in Previous Report, September 2014
--	---

Increase the participation of women in athletic opportunities

1. Increase resources for publicity and promotion for women's rowing team finished as runners-up at the inaugural 2014 American Athletic Conference Rowing Championship. The assistant director of the Athletics Communications Department also received an award for her reporting on the UCF Women's Volleyball team.

Areas of Improvement Pertaining to Employment Identified in September 2015 Report	Achievement Report for Areas of Improvement Pertaining to Employment Identified in Previous Report, September 2014
---	--

Increase the number of tenured and tenure-earning black faculty members, tenured and tenure earning Hispanic faculty members, tenure earning and tenured American Indian and Alaska Native faculty members, and tenure-track women faculty members in the next academic year.

Improvement Not Achieved. Numbers of Black faculty members remained constant and the University lost one Hispanic tenure-track faculty member. However, the university gained 4 tenured faculty members. The university lost 3 Black tenured faculty members.

Not Achieved: Decline has accelerated.

**Florida Equity Reports
University of Central Florida
2014 - 2015**

PART VII: Protected-class Representation in the Tenure Process, 2014-2015

Sex, Race/Ethnicity	Applied	Withdrawn	Denied	Deferred	Nominated
MALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	4	1	0	0	3
Black or African American	0	0	0	0	0
Hispanic	1	0	0	0	1
Native Hawaiian/Other Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	5	1	0	0	4
Other, Not Reported	0	0	0	0	0
Total Male (Number and Percent) (Include Other, Not Reported)	10	2	0	0	8
FEMALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Hispanic	0	0	0	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	4	0	0	0	4
Other, Not Reported	0	0	0	0	0
Total Female (Number and Percent) (Include Other, Not Reported)	4	0	0	0	4
	28.6	0%	0%	0%	33.3
GRAND TOTAL	14	2	0	0	12

**Florida Equity Reports
University of Central Florida
2014-2015**

PART VIII: Promotion and Tenure Committee Composition, AY 2014-2015

Type of Committee	Black or African American		American Indian/Alaskan Native		Asian		Native Hawaiian or Other Pacific Islander		Hispanic		Two or More Races		White		Other, Not Reported		Grand Total		Grand Total Committee
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
University Committee	0	0	0	0	1	0	0	0	0	1	0	0	4	3	0	0	5	4	9
College of Graduate Studies	0	0	0	0	3	0	0	0	0	0	0	0	2	0	0	0	5	0	5
Nanoscience Technology Center	0	0	0	0	3	1	0	0	1	0	0	0	3	0	0	0	7	1	8
College of Medicine	0	0	0	0	2	0	0	0	0	0	0	0	6	0	0	0	8	0	8
Biomedical Sciences	0	0	0	0	8	1	0	0	2	1	0	0	7	1	0	0	17	3	20
Internal Medicine	0	0	0	0	0	0	0	0	0	2	0	0	1	2	0	0	1	4	5
M.D. Program	0	0	0	0	0	0	0	0	0	0	0	0	3	1	0	0	3	1	4
College of Educ & Human Perfrm	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	1	2	3
Educational & Human Sciences	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	1	2	3
Teach Learn & Ldrshp, Schl of	0	0	0	0	0	0	0	0	0	0	0	0	2	5	0	0	2	5	7
ED Child, Family & Comm Sci	2	1	0	0	0	0	0	0	0	2	0	0	6	6	0	0	8	9	17
College of Sciences	0	0	0	0	2	0	0	0	0	0	0	1	6	1	0	0	8	2	10
Physics	0	0	0	0	4	1	0	0	3	0	0	0	13	0	0	0	20	1	21
Chemistry	0	0	0	0	0	0	0	0	1	0	0	0	11	0	0	0	12	0	12
Psychology	0	0	0	0	0	0	0	0	2	0	0	0	9	6	0	0	11	6	17
Political Science	0	0	0	0	0	0	0	0	0	0	0	0	3	2	0	0	3	2	5
Sociology	0	0	0	0	0	0	0	0	1	0	0	0	4	5	0	0	5	5	10
Biology	0	0	1	0	0	0	0	0	1	0	0	0	8	1	0	0	10	1	11
Anthropology	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	2	1	3
College of Arts & Humanities	0	0	0	0	0	0	0	0	2	0	0	0	5	1	0	0	7	1	8
Visual Arts & Design, Schl of	1	0	0	0	1	2	0	0	0	0	0	0	12	7	0	0	14	9	23
Philosophy	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	3
English	0	0	0	0	0	0	0	0	0	0	0	0	5	2	0	0	5	2	7

Writing and Rhetoric	0	0	0	0	0	1	0	0	0	0	1	1	0	0	1	2	3
College of Engr & Comp Sci	0	0	0	0	2	1	0	0	0	0	3	0	0	0	5	1	6
Electrical Engr & Comp Sci	0	0	0	0	7	0	0	0	0	0	8	1	0	0	15	1	16
Civil, Environ, & Constr Engr	0	1	0	0	2	0	0	0	0	0	8	0	0	0	10	1	11
Computer Science	0	0	0	0	4	0	0	0	1	0	2	0	0	0	7	0	7
College of Health & Public Aff	0	0	0	0	0	0	0	0	0	0	3	2	0	0	3	2	5
Comm Sciences & Disorders	0	0	0	0	0	0	0	0	0	0	2	2	0	0	2	2	4
Criminal Justice/Legal Studies	0	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	3
Grand Total	3	2	1	0	39	7	0	0	14	6	0	1	147	54	0	204	274

Attachment C

UCF-3.001 Non-Discrimination; Affirmative Action Programs.

(1) The University shall actively promote equal opportunity policies and practices conforming to federal and state laws against discrimination. The University shall not discriminate in offering access to its educational programs and activities or with respect to employment terms and conditions on the basis of race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, gender expression, and veteran status (as protected under the Vietnam Era Veterans' Readjustment Assistance Act). This commitment applies to the University's relationships with outside organizations, including the federal government, the military, ROTC, and private employers, only to the extent of state and federal requirements.

(2) It is the policy of the University that each employee and student be allowed to work and study in an environment free from unlawful discrimination, including harassment, and retaliation.

(a) For purposes of this regulation, unlawful discrimination is defined as treating an individual differently than similarly situated other individuals based on a protected category (such as race, color, religion, et al).

(b) Unlawful harassment is a form of unlawful discrimination wherein an individual is subjected to verbal or physical conduct, based on a protected category (such as race, color, religion, et al), which, due to severity and pervasiveness of the conduct, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive work, educational or business environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's employment, schooling, or business with the University.

(c) Retaliation is defined as taking an adverse action against an individual because that individual, in good faith: (i) reported or threatened to report discrimination or harassment; or (ii)

participated in any capacity, including as a witness or complainant, in a discrimination investigation or proceeding.

(d) Gender identity is defined as an individual's self-perception of being male, female, or both. Gender expression is defined as the manifestation of an individual's self-perception of being male, female, or both.

(3) Sexual harassment is a form of sex discrimination. Sexual harassment is defined as unwelcome sexual advances, or requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(a) Submission to such conduct or request is made either explicitly or implicitly a term or condition of an individual's employment or academic achievement;

(b) Submission to or rejection of such conduct or request by an individual is used as the basis for employment or academic decisions affecting such individual; or

(c) Such conduct or request has the purpose or effect of both unreasonably interfering with an individual's employment or academic performance and creating an intimidating, hostile, or offensive work or academic environment.

(4) Disciplinary Action.

(a) Any employee or student of the University who is found to have unlawfully discriminated against an employee, an applicant for employment, or a student will be subject to disciplinary action up to and including dismissal or expulsion. Any contractor or other visitor to the University who is found to have engaged in unlawful discriminatory or retaliatory conduct in violation of this regulation will be subject to removal from University facilities and may be denied reentry.

(b) Any employee in a supervisory capacity or student in a position of authorized influence who has actual knowledge by direct observation or by receipt of a complaint of

discrimination involving any of those employees he or she supervises or over whom he or she has authority, and who does not investigate or report the matter to an appropriate university official with authority to take action with regard to the matter, shall be subject to disciplinary action up to and including dismissal or expulsion.

(5) Complaint and Grievance Procedures. Any employee, student, contractor or visitor who believes that he or she is a victim of unlawful discrimination, including harassment, or retaliation may take formal or informal action. The individual may report the conduct to his or her supervisor or a higher level for further action; pursue informal resolution of the complaint; or may file a formal written grievance in accordance with Regulation UCF-3.0134. The Office of Equal Opportunity and Affirmative Action Programs is available to assist employees, students, contractors and visitors in reporting discriminatory conduct, informally resolving a complaint, or filing a formal grievance.

(6) The University, in affirming equal opportunity practices, is committed to a continuing program of promotion and maintenance of an affirmative action program. The University, as a federal contractor, is required by law to maintain a current affirmative action plan for the University. For further information about that plan, contact the Office of Equal Opportunity and Affirmative Action Programs, University of Central Florida, Orlando, Florida 32816.

Authority: BOG Regulation 1.001. History—New 10-8-75, Amended 1-10-82, 1-9-83, 12-27-83, 12-27-84, Formerly 6C7-3.01, Amended 3-27-86, 1-6-93, 3-16-03, 11-07-07, 07-10-08. Formerly 6C7-3.001, Amended 3-25-00, 1-3-11.

Attachment D

ITEM: CL-5

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Report on the Assessment of the President's Performance and
Recommendation for Compensation

DATE: November 20, 2014

PROPOSED BOARD ACTION

Approve the Compensation and Labor Committee's report on the assessment of the president's performance and its recommendation for compensation.

BACKGROUND INFORMATION

On November 30, 2004, the Presidential Performance and Compensation Review Policy was approved by the University of Central Florida Board of Trustees. This policy provides for the review of the president's performance and compensation on an annual basis by the board.

In addition, the charter of the Compensation and Labor Committee, approved by the board on March 19, 2009, states that the committee will submit an annual recommendation to the board for the president's performance and compensation.

Supporting documentation: 2013-14 Compensation and Labor Committee Report and
Recommendations

Prepared by: Marvin Pyles, Associate Vice President and Chief Human Resources Officer

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

**2013-14
Compensation and Labor Committee Report
and Recommendations**

UCF Board of Trustees

The Compensation and Labor Committee met on October 22, 2014, to review the university's accomplishment of goals established by the Board of Trustees, discuss new long-term goals with the president for 2014-17, review the president's performance, and consider recommendations for his compensation.

The Board of Trustees' Performance and Compensation Review Policy requires an annual assessment of the president's performance. The Board of Trustees Compensation and Labor Committee is responsible for conducting this annual assessment. Each trustee was interviewed by Marvin Pyles, chief human resources officer, using assessment questions that were distributed to each trustee in advance. The nine categories assessed were administrative leadership, budget and finance, external relations, academic leadership, medical affairs, fund-raising, relationship with the board, vision for the university, and personal characteristics. In addition, an overall assessment is required for the president's stewardship of UCF over the 2013-14 year. The assessment levels are defined as unsatisfactory, conditional, satisfactory, above satisfactory, and outstanding.

The assessment by the trustees was very positive. President Hitt was rated highest in the categories of administrative leadership, academic leadership, vision for the university, and personal characteristics. The president received a majority of trustee assessment ratings of outstanding in all categories, except for fund-raising. During this review, the president received no trustee ratings below satisfactory. The president also received an outstanding rating and supportive comments from the Board of Governors' Chair, Mori Hosseini.

The trustees believe the president has done an outstanding job in providing leadership to the university through recent challenging times and will continue to do so in the future. Many of them felt that the university has been successful because of his stewardship. In addition, they recognize that he has assembled a strong leadership team that has helped him guide the university. The trustees were unanimous in praising President Hitt's vision for the university. Several commented that he is particularly adept at identifying and pursuing visionary projects, which continue to create momentum to carry the university forward, citing the recent launch of the downtown Orlando campus project as an example.

Some trustees also recognized that it is President Hitt's stature and reputation in the State University System and the Orlando community that are key to helping him pursue these initiatives. He is consistently identified as a primary player in the growth and recognition of UCF within the community and the region. Several trustees expressed the sentiment

that they feel that the university would not be where it is today if not for his leadership over the past 22 years. As one trustee put it, he has a “knack for identifying opportunities for the university and bringing those opportunities to fruition.” Another trustee summarized, “Dr. Hitt stands out in his vision. He is second to none. He’s charging ahead.”

Two themes emerged as areas of concern. First, fundraising was consistently seen as an area that needed improvement. Most of the trustees identified fundraising as an area that needed more focus and emphasis. A second area of concern from several trustees was the lack of a succession plan for the president. While trustees were very complimentary of the president and do not want to see him retire, concerns exist about the difficulty to eventually replace him.

Responding to this annual performance review, the committee recommends that President Hitt’s annual assessment be rated as “Outstanding.”

An annual evaluation of the president’s compensation was also conducted in accordance with the Board of Trustee’s Performance and Compensation Review Policy. The committee studied data on presidential compensation for national, high-research universities of a size similar to that of UCF. The committee reviewed his compensation over the last six years. The committee observed that the president has more than 22 years of highly successful leadership at UCF. The committee also noted the 5 percent salary increase that was distributed to all employees, with the exception of the president.

Mindful of President Hitt’s “Outstanding” annual evaluation and the assessment of his compensation, the committee recommends a 3 percent increase to the president’s base salary, which increases his annual salary from \$491,000 to \$505,730.

The committee also recommends a 3 percent increase for the president’s performance-based incentive award for the next three-year cycle. The performance incentive awards are “at risk” remuneration, and they are paid according to the level of achievement of the three-year performance measures that are established by the board.

Prepared by: Marvin Pyles, associate vice president and chief human resources officer

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

MAJOR ACHIEVEMENTS

Accreditations; awards; highly regarded unit activities; specific programs; and faculty, administrators, and staff members which were all externally recognized.

Undergraduate Admissions

May 2014: UCF recognized as the Most Desirable College in Florida by collegefinder.com. Only one university was recognized from each state in the nation based on the most number of applications from high school seniors.

Career Services

Summer 2013: Ranked 13 on the 25 Most Popular College Career Services Departments in the United States by JobBrander.com.

Fall 2013: Silver Award winner for the 2013-2014 NASPA Excellence Awards in the careers, academic advising, and support for the program, 'Look Before You Leap - Externship Job Shadowing'

Spring 2014: Now ranked as a 'Silver' level school by Out for Work, a national organization for LGBT students. Moved up from 'Bronze' level status held during 2012.

University Testing Center

Spring 2014: 9th consecutive year the UTC has been recognized by College Board College Level Examination Program as one of the Top 100 CLEP test centers in the nation, administering the most number of CLEP exams and promoting access to higher education for all students.

Fraternity and Sorority Life

90% of the total Greek population is listed as full-time students (those enrolled in 12 or more hours) during spring 2014 semester.

38,614 hours of service completed in Orlando community during the 2013-2014 academic year.

\$189,274.73 raised by Greek community during the 2013-2014 academic year.

February 2014: Recognized by Gamma Sigma Alpha National Academic Honor Society for having a GPA higher than UCF's all-men's and all-women's GPA.

Student Union

August 2013: Recognized as 7 on list of 25 of Top Banquet and Meeting Facilities in Greater Orlando Area by Orlando Business Journal.

Recreation and Wellness Center

January 2014: Ranked among 6 standout university outdoor programs featured by *The Clymb* magazine.

January 2014: Intramural Sports - Women's Flag Football team became national champions as recognized by NIRSA. The team defeated Universidad de Nuevo León to win UCF's 11th all-time

national title, which is the highest in the USA.

April 2014: Achieved 2nd place for Creative Excellence Award as recognized by NIRSA. The *Hand Guide* was one of three award winners nationally.

First-Time-in-College Student Retention: Students who visited between 11-20 times had a retention rate of 92.3%, while those who visited 45 times or more had a retention rate of 90.4%. The UCF retention rate is 88%.

Alcohol and Other Drugs Program

October 2013: Received a score of 100% in Licensure Review by Florida Department of Children and Families, demonstrating proficiency in substance abuse treatment.

Academic Services for Student-Athletes

National Recognition: The UCF Football team received the Conference USA Sport Academic Award for having the highest GPA among all teams in the conference, 2nd year in a row.

The UCF Football team's Graduation Success Rate of 83% was a school record and ranked as #1 among the final Associated Press top 10 teams at the end of the 2013 season. UCF's overall student-athletes

Graduation Success Rate is 89%, which is a school record, highest in the American Athletic Conference and tied for 15th nationally among Football Bowl Subdivision schools.

Provided Resources and Services to Student-Athletes: ASSA recorded the 3rd highest GPA during the spring 2014 term: 3.11 overall for all student-athletes and an overall GPA of 3.09 for the academic year.

Prime TRIO

Peer Mentor Program: Received International Mentor Training Program Certification from the College Reading Language Association. This national certification is valid until 2017.

Student Outreach Services

National Achievers Society:

- High school graduation rate for 2014: 100%
- Postsecondary enrollment rate: 100%

Traditionally, students who participated in the former College Reach-Out Program and the National Achievers Society have maintained at least 99% high school graduation rate and 95% postsecondary enrollment over the past 10 years.

SPECIAL PROJECTS

Cost saving efforts, new or revised processes that improved efficiency, procured grants, or increased the number of student populations and customers served.

Enrollment and Academic Success

Undergraduate Admissions

First Time in College Enrollment:

- 33,265 applications
- 16,399 admitted
- 6,455 enrolled

Transfer Enrollment:

- 26,092 applications
- 16,938 admitted
- 10,930 enrolled

National Merit Signature Recruitment Effort: A record 79 new National Merit Scholars will enroll for fall 2014, which creates another overall record enrollment for National Merit Scholars at UCF and is an increase from 60 enrolled in fall 2013.

Top 10 Knights Signature Recruitment Effort: A new initiative launched to recognize academic achievement in high school and provide Florida students more certainty regarding admission to UCF. 2,234 new First Time in College Top 10 Knights to enroll in summer/fall 2014.

Student Financial Assistance

Financial Aid Disbursed: \$439,232,782 total aid disbursed to 103,400 (duplicated count) students.

Student Leadership Development

LEAD Scholars Recruited Students:

With high academic achievements in high school from fall 2013-2014 class:

- GPA: 4.08 (+.01 from 2012-2013)
- SAT: 1273.5 (+24.5)
- ACT: 27.44 (+.24)

LEAD Scholars Retention and Graduation Rates:

- 94.9% retention rate (2012-2013 rate: 94%)
- 83.1% graduation rate (2012-2013 rate: 80.3%)

Clinton Global Initiative University Member Institution:

12 UCF students were selected to be CGIU students. A project by three UCF students took the highest monetary award at the conference (\$7,500) in competition with 1,200 students. Three other UCF students were selected to present their posters at the project showcase.



LEAD Scholars participating in a group activity

Academic Support

SDES Academic Advising

Advising Contacts Made Across the SDDES Division:

- Total student contacts: 49,833
- First Year Advising and Exploration: 4,312 unique contacts
- Academic Advising for Student-Athletes: 1,210 (duplicated)
- Transfer and Transition Services: 36,611 (48% increase from 2012-2013)
- Sophomore and Second Year Center: 7,700 (duplicated)

First Year Advising and Exploration

Welcome Expo: 4,585 students in attendance with 26 vendors, 101 student organizations, and 33 academic departments, a 65% increase from 2012-2013.



Student with Knightro at the Welcome Expo

Study Union

A Partnership Between the Student Union and Student Academic Resource Center During Finals Week: Total guest count of 477,523 for the two Study Union periods (5% increase from 2012-2013). Study Union facilitated 143 final review sessions, including face-to-face, live-streamed, and recorded sessions with 12,943 (duplicated) student contacts (8% increase from 2012-2013).

Student Academic Resource Center

Online Peer-Assisted Learning (OPAL) Sessions: Online tutoring and Supplemental Instruction sessions offered via Adobe Connect as an option for Regional Campuses, veterans, non-traditional UCF students and for those who prefer to connect online. 183 OPAL sessions were offered with 410 contacts (39% increase in participants).

Supplemental Instruction (SI) Sessions:

Offered SI sessions for Science, Technology, Engineering, and Mathematics (STEM) in course sections to support student learning. 3,580 SI sessions were provided and 37,670 (duplicated) students attended SI sessions in 103 course sections.

In fall 2013, SI attendees had significantly higher average final grades (2.6 out of 4) than students who did not attend SI sessions (2.4 out of 4).

SI participants were also more likely to receive grades of A, B, or C and more likely to be retained in their STEM major, compared to the non-SI participants.

Learning Skills Development:

SARC supports learning skills development through programming and other outreach programs for the UCF community. 29,081 students connected with SARC outreach programming, an increase of 14%.

University Testing Center

Math Placement Test: Provided administrative oversight and testing services to UCF students for the UCF Math Placement Test. First-time-in-college students are placed in the math course for which they are most prepared.

Over 22,000 students received services for the UCF Math Placement Test, a 49% increase in the number of students from 2012-2013.

Wellness and Safety

Knights Helping Knights Pantry

A Program Designed to Aid UCF Students in Need: 33,553 lbs. of food distributed during 15,956 student visits.



HKHK Pantry is located in Ferrell Commons

Wellness and Health Promotion Services

Healthy Knights 2020: An initiative designed to provide resources, programs, and services in eight areas: sleep, mental health, sexual health, violence prevention, nutrition and physical activity, health disparities, alcohol and other drugs, and tobacco.

In the first year of this initiative, surveys indicated:

- Alcohol impaired driving rate decreased 6.4%
- Students who report receiving information on sexual assault increased 5.2%
- Marijuana use rate decreased 2.7%
- Students reporting being

- bullied decreased 2.1%
- Use of cigarettes was reduced 1.8%
- Binge drinking rate decreased 2%
- Students reported being in an emotionally abusive relationship decreased 1.8%
- Students indicating they received information about sleep increased 1.1%
- Students reporting ever having been tested for HIV increased .9%
- Students reporting use of condoms for oral sex increased .4%
- Students reporting unwanted sexual penetration decreased .5%
- Attempted suicide rate down .1%



Office of Student Rights and Responsibilities

UCF CARES: Initiative to develop and assist the UCF community with care-related resources and programs focused on health and safety, finding an appropriate network of support, connecting with advocacy, and education and training.

Student of Concern Committee assesses all information to facilitate consistent and comprehensive university responses to specific, critical student, faculty and staff concerns. 80 students were reviewed.

Health Services

Flu Shot Campaign: 3,442 flu vaccines, highest amount administered (non-pandemic).

Counseling and Psychological Services

Safe Zone: New program started in August 2013. Created by therapists at CAPS for UCF students, faculty, and staff members interested in showing visual support for Lesbian, Gay, Bisexual, Transgender, or Questioning+ persons at the university. The program provided:

- 15 LGBTQ+ 101 (Level 1) workshops, 331 participants
- 9 Safe Zone Advocates (Level 2) workshops, 102 advocates trained
- 5 Train the Trainer workshops, 13 new facilitators trained

QPR (Suicide Prevention): 800 students, faculty and staff were trained in QPR.

Since the inception of the program in 2007, over 6,000 people have been trained and on average, UCF has between 1,000-1,500 people on campus who have been trained in QPR.

Recreation and Wellness Center

RWC @ Knights Plaza: In its first full year of operation, RWC @ Knights Plaza saw 94,046 visitors. 284% increase (last fiscal year had 6 months data since opening).

Student Engagement



Students participating in UCF's Knights Give Back

Knights Giving Back

SDES Student Volunteer Activities

UCF Sport Clubs	5,200
Volunteer UCF	39,484
Fraternity and Sorority Life	38,614
LEAD Scholars	22,384
Academic Services for Student-Athletes	2,161
Total Hours	107,843

TOTAL ECONOMIC IMPACT \$2,387,644*

*at \$22.14 per hour based on the Points of Light Foundation impact of service



\$392,831 was raised by Knight-Thon in support of the Children's Miracle Network.

Student Engagement

Office of Student Involvement

Introduction of the KnightConnect Involvement Platform: An online system designed to assist students in keeping track of their on-campus involvement. In its first year, there were 13,462 users.



Volunteer UCF: Knights Give Back: A day of service by the UCF community saw 1,100 student volunteers, a growth from 950 volunteers in 2012.

Knight-Thon: UCF's largest student-run philanthropic event. Raised \$392,831 for the Children's Miracle Network. In 2012, \$258,554 was raised.

Fraternity and Sorority Life

Reconstructed Inter-Fraternity Council Fall 2013 Recruitment Kickoff: Over 400 men attended and IFC signed 520 students. The efforts doubled the number of men attending and signings by 50% from the previous year.

Programs

Career Services

Outreach Programming: 18,174 students participated in 566 outreach programs, including workshops, information tables, and employer information sessions.

There was an 80% increase in student participation and a 54% increase in programs offered.

Dream Share Project: A project based on the story of two college graduates who left their full-time employment to travel the country to interview people from a variety of backgrounds to find out how they found their career dreams.

205 students participated, a 388% increase from the previous year.

Activity and Service Fee Business Office Budget Committee:

Administered the receipt of 20 budget packages from agencies, departments, and the Student Government Administration.

The total requested budget from all areas for fiscal year 2014-15 was \$18,402,185. Projected fees to be received totaled \$17,500,000, which the committee worked with all areas to balance the budget.

Multicultural Academic and Support Services

First Generation Speaker Series: 6 First Generation speakers for a total of 650 student attendees.

LGBTQ+ Services

LGBTQ+ History Month: 35 programs offered with a total of 1,307 student participants. A large increase from 300 participants in 2012-2013.

Office of Student Rights and Responsibilities

Integrity and Ethical Development: 304 outreach programs and services with 2,710 students, faculty, and staff impacted.

Student Legal Services:

Gained 1,393 new student clients, a 14% increase from the previous year. 412 students attended outreach programs.

SDS Information Technology

IT Externships: A partnership with Career Services created with a focus

on a broad spectrum of IT functionality and operations, including customer support, infrastructure, development, applications, and management. 8 externships were completed (4 per session) during the first year of this partnership.

Creative School for Children

School-age Summer Camp: For the summer of 2014, Creative School for Children added a summer camp for elementary age students, serving 44 children between the ages of 5 and 12 years old. The UCF students, faculty, and staff's children, "Littlest Knights," participated in activities at the Arboretum, RWC, Student Union and the Colleges of Education and Human Performance, Sciences, and Hospitality Management. The Shimmery Knights, Zeta Phi Beta Step Team, Gospel Choir and UCF Women's Soccer coaches visited the school and shared their expertise with the children.



Students and administration at the LGBTQ+ Lavender Celebration

MAJOR EFFORTS

Housing and Residence Life

Living Learning Communities: Provide the opportunity to live and learn with others who share their interests or majors and a number of benefits to FTIC students.

Nationally benchmarked assessments have shown that students residing in LLCs have improved academic performance and a higher GPA when compared to non-participants. Students in LLCs have greater opportunity to connect with faculty and staff and report increased satisfaction with their overall collegiate experience.

- Overall university FTIC Retention Rate: 88%
- Students not living in on-campus housing: 84.6%
- Students living in on-campus housing: 88.2%
- Students living in LLCs: 89.6%
- LLCs
 - EXCEL: 94.2%
 - LEAD Scholars: 93.5%
 - Honors: 92.8%
 - LEARN: 92.6%
 - COMPASS: 92.3%
 - Hospitality (Rosen): 91.9%
 - Honors Lake Claire: 91.4%
 - Go Knights!: 91.2%
 - Business Knights: 90.6%
 - Nursing: 89.7%

Fraternity and Sorority Life

All Fraternity and Sorority GPAs were Higher than the Average UCF Undergraduate GPA: Fall 2013: All-Greek Average: 3.071 Undergraduate Average: 2.961

Spring 2014: All-Greek Average: 3.081 Undergraduate Average: 2.936

Career Services

First Destination Survey Project: An initiative to track graduates after leaving the institution. A response rate of 89% was achieved for the fall 2013 class and 87% for the spring 2014 class.

Probing to Remove Obstacles and Retention for Enrolled Student Success

PROGRESS: Universitywide initiative identifies policies, programs, and issues that are interfering with a student's progress towards graduation.

Based on assessment, the following changes were implemented: degree audits became more accessible via the MyUCF student system; more information about advising appointments, including walk-ins; aligned college communication with students failing to graduate after filing an ITG (Intent To Graduate) form to encourage completion of degree; and developed a new advising prototype (Pegasus Path).

Recreation and Wellness Center

Increase in Annual Visits to Facilities Across Campus: Total visits 1,041,460 up 1% from 1,034,756 (2012-2013).

SGA Bike Share Program: RWC partnered with SGA to start the Bike Share Program. Over 800 bikes were rented in the first semester of the program.

Office of Student Financial Assistance

ERS Robo-calls: The calls provided more efficient contact with student aid recipients to encourage them to turn in documents on time to receive student aid in a timely manner.

Office of Student Involvement

Homecoming Spirit Splash: UCF's largest Homecoming tradition. Topped an estimated 10,000 participants for the first time in event history.



RWC partnered with SGA to initiate the Bike Share Program.

Office of Student Rights and Responsibilities

Student Death Response Team:

The actions of the Death Protocol Committee play a significant role in offering condolences and support to the family and always strive to represent the university in a caring and concerned manner. In 2013-2014, there were 12 student deaths. In 2012-2013, UCF had 11 student deaths.

Homeless Student Committee:

Provided the students with additional on-campus and off-campus resources associated with financial aid, academic support, employment, and housing accommodations. During the 2013-2014 academic year, 13 students used this committee.

Activity and Service Fee Business Office

SGA Ticket Office: Sold 57,787 attraction tickets in 2013-2014, saving students over \$1,300,000 for these ticket sales.

Student Union

Knightro's Closet: Partnered with SGA to bring Knightro's Closet to the Knights Pantry, with a focus on providing clothing to students in need. In the first two months since the initiative started, approximately 300 clothing items were donated with approximately 25% of those being distributed to students.

Housing and Residence Life

Neptune Community: Completed construction and operationalized the Academic Village expansion project.

665 new on campus beds, a classroom, a multipurpose room, study rooms, counseling and advising offices, and other services are now available on the south end of campus.

NorthView Residence Facility: HRL is managing a privately owned housing facility, NorthView, which is adjacent to campus. NorthView houses 600 UCF students and provides adjoining space for the Hillel Center and Catholic Campus Ministries. This project provided additional housing specifically for UCF students.

In Partnership with Fraternity and Sorority Life: Opened two new sorority houses. 80 additional bed spaces in Greek Park, for an increase from 284 to 364 total beds.

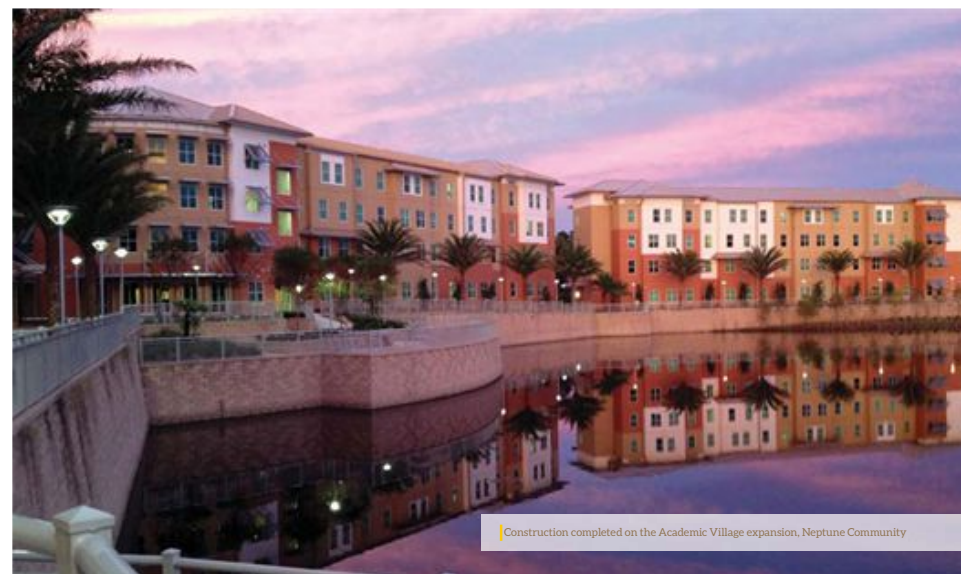
Health Services

Free STD Testing Events:

Partnership with Orange County Health Department to provide free testing for the UCF student community. Bi-monthly screening days (6 events from June, 2013 - May, 2014), testing approximately 1,000 students. The testing cost per person averages \$45, saving over \$45,000 for our students.

Provided Full Spectrum Pharmacy Services at the Main Health Center and Knights Plaza:

- Total prescriptions: 63,282
- Point of sale transactions processed (Health Center): 45,327
- Point of sale transactions process (Knights Plaza): 32,046
- Over the counter items scanned and sold: 139,537



Construction completed on the Academic Village expansion, Neptune Community



Spirit Splash topped an estimated 10,000 participants for the first time in event history.

Pride Commons

LGBTQ+ Affirming Space on Campus: Serves as a location where students within the community or whom support LGBTQ+ could space time. Approximately 6,049 student hours were recorded in Pride Commons in 2013-2014.

Multicultural Academic and Support Services

First Generation Advising Series: Four (2-hour) sessions for 30 academic advisor participants designed to train advisors on how to advise first generation students.

Counseling and Psychological Services

Outreach, Prevention, and Programming: Groups and workshops were provided, which addressed a variety of issues, with over 21,989 points of contact with students.

SDES Institute

New Professional Development Programs: Implemented by and for SDES

staff. Over 100 SDSE staff members registered for the event.

First Year Experience



Coordinated Convocation for incoming students, which kicked-off the academic year with a welcome from President John C. Hitt, SDSE Vice President Maribeth Ehasz, and SGA President Weston Bays. Convocation also hosted the author from UCF's Common

Reading Program book selection, *Garbology* by Edward Humes. Approximately 3,188 students were in attendance.

Student Disability Services

Examining the Real Disability Barriers Workshop: The workshop explores some of the greatest disability barriers that exist in day-to-day activities. The discovery will lead to a paradigm shift in how disability is viewed. Everyone who attends will be able to identify at least one action-item take-away that they can use to contribute to a more accessible and inclusive environment for people with disabilities. Approximately 100 people have attended three sessions of this workshop.

Registrar's Office

Electronic Transcript Implemented: Option allows students to ensure delivery to a destination, anywhere in the world, within

one hour. In addition, students have the ability to track the receipt, routing and opening of the transcript. In the first year of implementation, over 10,000 electronic transcripts were delivered on behalf of students.

Neighborhood Relations and Safety Education

Office Name Change: The Office of Off-Campus Student Services changed their name to Neighborhood Relations and Safety Education to emphasize and focus on neighborhood relations in order to support and market Housing and Residence Life and their work in the neighborhoods. The office staff resolved 80 out of 85 complaints, concerns, and issues related to neighborhood relations involving students and neighbors with a 94.1% success rate.



SDES: WHO WE ARE

Vice President



Maribeth Ehasz



Gordon Chavis



Sharon Ekern



Patricia MacKown



DeLaine Priest



Kerry Welch

Associate Vice Presidents

Assistant Vice Presidents



Belinda Boston



Mark Gumble



David Pavlennis



A.J. Range



Chanda Torres

The UCF Creed

Integrity, scholarship, community, creativity, and excellence are the core values that guide our conduct, performance, and decisions.

Integrity
I will practice and defend academic and personal honesty.

Scholarship
I will cherish and honor learning as a fundamental purpose of my membership in the UCF community.

Community
I will promote an open and supportive campus environment by respecting the rights and contributions of every individual.

Creativity
I will use my talents to enrich the human experience.

Excellence
I will strive toward the highest standards of performance in any endeavor I undertake.

Vision

"SDES empowers students to succeed by adding values"

Mission

The Division of Student Development and Enrollment Services (SDES) engages students in the total collegiate experience at the University of Central Florida (UCF); from matriculation, to successful progression, graduation, and employment in a global workforce. This is accomplished by providing opportunities for enriched student development, leadership growth, experience based learning, values education and civic engagement which lead to overall student success.

As a division within Academic Affairs, SDES affirms that "the student who comes to UCF should not be the same student who leaves UCF." We embrace the tenets of the UCF Creed - Integrity, Scholarship, Community, Creativity, and Excellence as a framework for developing student learning outcomes to facilitate transformational learning.

SDES goals support the university's strategic plan to lead and serve the Central Florida city-state.

Goals

- Promote student progression to graduation, graduate and professional school and productive employment.
- Create opportunities for students to develop and strengthen leadership skills.
- Assist students to further develop purpose, integrity, ethical practices, and civic responsibility.
- Embrace diversity and inclusiveness.
- Foster student engagement in the Central Florida city-state and the global community.

SDES Departments

- Academic Services for Student-Athletes
- Activity and Service Fee Business Office
- Budget and Personnel Support
- Career Services
- Counseling and Psychological Services
- Creative School for Children
- First Year Advising and Exploration
- First Year Experience
- Fraternity and Sorority Life
- Health Services
- Housing and Residence Life
- Information Technology
- LEAD Scholars Academy
- Multicultural Academic and Support Services
- Neighborhood Relations and Safety Education
- Office of Student Involvement
- Office of Student Rights and Responsibilities
- Recreation and Wellness Center
- Registrar's Office
- Social Justice and Advocacy
- Sophomore and Second Year Center
- Student Academic Resource Center
- Student Disability Services
- Student Financial Assistance
- Student Legal Services
- Student Outreach Services
- Student Union
- Transfer and Transition Services
- TRiO Programs
- Undergraduate Admissions
- Wellness and Health Promotion Services



Student Development and Enrollment Services

Enrollment Services

- » Enrollment Services
- » High School and State College Recruitment Visits
- » College Fairs
- » Campus-Based Open House Events
- » OverKnight Showcase for High School Counselors
- » Daily Campus Tours and Information Sessions
- » Admission Counseling
- » Comprehensive Counseling on Student Aid Options
- » Efficient Delivery of Student Aid
- » Financial Literacy and Debt Management Counseling
- » Promote College Awareness to Underrepresented 6-12 Grade Students and Parents

First Year Transition

- » Orientation
- » First Year Experience
- » LINK-Freshman Engagement
- » Freshman Seminar
- » FTIC Academic Advising
- » Undeclared Advising
- » Transfer and Transition Services

Learning Support

- » Peer Tutoring, and Mentoring
- » Supplemental Instruction
- » Sophomore Support
- » Academic Services for Student-Athletes
- » Student Disability Services
- » Course Accommodations
- » Summer Bridge Programs
- » TRiO Programs

Support Services

- » Career Development
- » Job Preparation
- » Career Fairs
- » Course Scheduling and Registration
- » Grades
- » Commencement
- » FERPA
- » Veteran Services
- » Creative School for Children
- » Pegasus Parent Resources
- » Neighborhood Relations
- » Articulation Agreements
- » Budget and Personnel
- » Information Technology
- » A&SF Business Office

Student Rights and Responsibilities

- » Integrity and Ethics Development
- » Student Conduct
- » Student Legal Services
- » Golden Rule
- » Crisis Response
- » Turnitin.com
- » Disciplinary Verifications
- » Death Notices
- » Admission Clearances

Maribeth Hhasz

Vice President

407.823.4372

Helping students stay in school, be healthy, live ethically.

**Integrity
Scholarship
Community
Creativity
Excellence**

Community Support

- » Diversity and Inclusion Initiatives
 - Diversity Certification
- » Multicultural Academic and Support Services
- » Social Justice and Advocacy
 - LGBTQ+ Services
 - Multicultural Student Center
- » Fraternity and Sorority Life
- » Greek Student Involvement and Leadership
- » Spiritual Development
- » Just Knights Response Team

Housing and Residence Life

- » Orlando Campus Housing
- » Rosen Campus Housing
- » Greek Housing and Development
- » Affiliated Housing
- » Residence Life
- » Off-Campus Housing Services

Wellness

- » Health Services
- » Alcohol Drug Programs
- » Individual and Group Counseling
- » Fitness
- » Lifestyle Assessments
- » Healthy Knights
- » Mental Health Assessment
- » Stress Management
- » HIV Testing
- » Clinical Dietician Services
- » Pharmacy
- » Dental Services
- » Safety Education
- » UCF CARES

Student Life

- » Student Government Association
- » Registered Student Organizations
- » Volunteer UCF
- » Late Knights
- » Homecoming
- » Campus Activities Board
- » LEAD Scholars Academy
- » Student Union
- » Recreational Sports
- » Outdoor Adventures
- » Knights Helping Knights Pantry

ITEM: **EP-2**

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Amendment to Chapter 5 University Regulations

DATE: September 24, 2015

PROPOSED BOARD ACTION

Approve amendment to the following Chapter 5 university regulations:

- UCF-5.006 Student Rights and Responsibilities
- UCF-5.007 Office of Student Conduct; Scope; Definitions; Student Conduct Records; Special Student Panels
- UCF-5.008 Rules of Conduct
- UCF-5.009 Student Conduct Review Process; Sanctions
- UCF-5.010 Student Conduct Appeals
- UCF-5.011 Scope; Authority; Principles of Group Responsibility; Violations of Law and Rule of Conduct Violations; Definitions; Student Organizational Conduct Records
- UCF-5.012 Organizational Rules of Conduct
- UCF-5.013 Organizational Conduct Review Process; Sanctions; Appeals
- UCF-5.015 Student Academic Behavior Standards
- UCF-5.016 Student Academic Appeals

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.”

Supporting documentation: Chapter 5 University Regulations:

- UCF-5.006 Student Rights and Responsibilities (Attachment A)
- UCF-5.007 Office of Student Conduct; Scope; Definitions; Student Conduct Records; Special Student Panels (Attachment B)
- UCF-5.008 Rules of Conduct (Attachment C)

- UCF-5.009 Student Conduct Review Process; Sanctions (Attachment D)
- UCF-5.010 Student Conduct Appeals (Attachment E)
- UCF-5.011 Scope; Authority; Principles of Group Responsibility; Violations of Law and Rule of Conduct Violations; Definitions; Student Organizational Conduct Records (Attachment F)
- UCF-5.012 Organizational Rules of Conduct (Attachment G)
- UCF-5.013 Organizational Conduct Review Process; Sanctions; Appeals (Attachment H)
- UCF-5.015 Student Academic Behavior Standards (Attachment I)
- UCF-5.016 Student Academic Appeals (Attachment J)

Prepared by: Youndy Cook, Deputy General Counsel

Submitted by: Scott Cole, Vice President and General Counsel

Attachment A

UCF-5.006 Student Rights and Responsibilities

(1) Student Rights. Upon enrollment, students are entitled to the following freedoms and rights, provided the exercise thereof is accomplished in accordance with University procedures and does not result in disruption or disturbance as elsewhere described in the Regulations.

- (a) Participation in Student Government Association and its elective process.
- (b) Membership in Student Organizations.
- (c) Freedom of expression. The basic freedoms of students to hear, write, distribute, and act upon a variety of thoughts and beliefs are guaranteed. Freedom of expression carries with it the responsibility for seeing that the essential order of the University is preserved.
- (d) Freedom to hold public forums. The University desires to create a spirit of free inquiry and to promote the timely discussion of a wide variety of issues, provided the views expressed are stated openly and are subject to critical evaluation. Restraints on free inquiry are held to a minimum and are consistent with preserving an organized society in which peaceful, democratic means for change are available. Guest lecturers or off-campus speakers sponsored by student groups may appear on the UCF campus following arrangements with the designated University authority for such appearances.
- (e) Freedom to hear, write, distribute, and act upon a variety of thoughts and beliefs. This freedom is subject to the following regulations:
 - 1. Written materials identified by authorship and sponsorship may be sold or distributed on campus within the guidelines of propriety and responsible journalism as established and supervised by the University Board of Publications which is appointed by the President or designee. The distribution of such material, as is arranged by the Director of Office of Student Involvement, is permissible for student organizations provided steps have been taken to preserve the orderliness of the campus.
 - 2. Non-university or off-campus printed materials shall not be distributed or circulated by students or student organizations without first being stamped by the office of the Director of the Office of Student Involvement.
 - 3. The distribution of materials or circulation of petitions to captive audiences such as those in classrooms, at registration, in study areas or in residential units is not allowed without prior permission. Such permission may be requested from the appropriate university official.
- (f) Peaceful assembly. Student gatherings must neither disrupt or interfere with the orderly educational operation of the institution, nor violate state or local laws, or University regulations.
- (g) Fair and impartial hearing. These matters shall include, but not be limited to:
 - 1. Disciplinary proceedings involving alleged violation of academic and nonacademic regulations.

2. Refunds and charges. The status of a student charged with a violation of University regulations shall not be affected pending final disposition of the charges except in the case of administrative action. For specific procedures and rights of students during the student conduct process, see later section entitled "Student Conduct Review Process."
- (h) Confidentiality of student records. Each University office and agency which generates, collects, and disseminates information on students must follow the guidelines for confidentiality of those records in their possession. For further information see "Student Record Guidelines."

~~(2) — Provisions for Responding to Incidents Involving Acts of Violence. The University of Central Florida strongly encourages individuals to report any acts of violence including, harassment, sexual violence, relationship violence, physical harm and stalking to appropriate university of law enforcement officials. The Office of Student Rights and Responsibilities is responsible for educating students about their rights and responsibilities as students at the University of Central Florida. The Office of Student Rights and Responsibilities is available to assist students who are victims of crime or violations of the Rules of Conduct which are committed by University of Central Florida students. The office can also provide educational programs on related topics and refer individuals who are victims of crimes to campus support services. The Office of Student Rights and Responsibilities is also concerned with the well-being and rights of students who are victims in the university community.~~

- ~~(a) — Reporting Options. Reports of sexual misconduct or sexual harassment (including sexual violence) by a UCF student or UCF student organization may be filed through the University's student conduct review process or through the University's Equal Opportunity & Affirmative Action Office, in addition to or aside from, pursuing criminal charges. Reports of all other abusive conduct by a UCF student may be filed with the Office of Student Conduct in addition to or aside from pursuing criminal charges. Any University of Central Florida student who has been harassed, sexual assaulted, physically harmed or stalked is strongly encouraged to contact the local police department (University of Central Florida Police Department), Orange County Sheriff's Office, Seminole County Sheriff's Office, City of Orlando Police Department or other local law enforcement authorities where such harassment, assault, stalking, and/or harm occurred.~~
- ~~(b) — Resources. UCF recognizes the importance of offering assistance and support for individuals who feel they are a victim of a violent act committed by a student or student organization of the University of Central Florida. Individuals are also highly encouraged to contact the University's Counseling and Psychological Services (CAPS), the University Health Center, Student Care Services or the University Victim Services office for any counseling, health care or other advocacy services.~~
- ~~(c) — Interim Measures. Upon the University's receipt of a report of harassment, sexual misconduct, relationship violence, physical harm or stalking, the University will~~

~~impose reasonable and appropriate interim measures designed to eliminate the reported hostile environment and protect the parties involved. The University will maintain consistent contact with the parties to ensure that all safety, emotional, and physical well-being concerns are being addressed. Interim measures may be imposed regardless of whether formal disciplinary action is sought by the victim or the University. The University, at its discretion, will implement interim measures for individuals involved including but not limited to:~~

- ~~1. Issuing a no contact order~~
- ~~2. Access to counseling services and assistance in setting up an initial appointment~~
- ~~3. Providing alternative course completion options~~
- ~~4. Assistance from University support staff in completing housing relocation~~
- ~~5. Providing an escort to ensure safe movement between classes and activities~~

~~If the Director of the Office of Student Rights and Responsibilities or designee, upon notifying the Vice President of Student Development and Enrollment Services decides at any point that the well-being of a student or of any member of the University community is at stake, an interim suspension may be imposed on a student or student organization who is suspected of violating the Rules of Conduct or Organizational Rules of Conduct as outlined in the Golden Rule [section UCF-5.009 (1) (a), UCF 5.013 (1) (a)].~~

- ~~(d) Conduct Process. The University has an obligation under Title IX to investigate reports of sexual misconduct and harassment (including sexual violence) and take prompt and appropriate action. For reports received regarding cases of sexual misconduct and harassment (including sexual violence) against students or student organizations, the Deputy Title IX Coordinator within Student Development and Enrollment Services assists in conducting an investigation, recommending corrective action and serving as point of contact to direct students to appropriate campus and community resources. Victims may choose whether or not to pursue any action through the University student conduct review process. Victims who do choose to pursue the University student conduct review process may choose how to proceed within the student conduct review process. If a victim of sexual misconduct or harassment (including sexual violence) requests confidentiality or asks that the matter not be pursued, the University will determine whether or not the matter will be pursued by means of the student conduct review process within a reasonable time frame from the receipt of the incident report. The University may proceed with conduct action without the victim's consent if the alleged behavior renders others in reasonable fear of physical harm or creates a hostile environment in which others are unable to conduct or participate in University work, education, research or other activities, or otherwise adversely affects the accused student's or student organization's~~

~~suitability as a part of the University community. If the decision is made to proceed, the charged student and/or charged student organization and the victim will be notified of alleged charges and each provided an appointment date to discuss the matter with the Office of Student Conduct. At that point, the victim can choose whether he or she will participate or not in the University student conduct review process (See UCF 5.009 and UCF 5.013 for information regarding the Student Conduct Review Process). To encourage reporting, any individual (including a bystander or third party) who reports sexual misconduct or harassment (including sexual violence) will not be subject to disciplinary action by the University for one's own personal use of alcohol or other drugs at or near the time of incident provided that any such violations did not harm or place the health or safety of any other person at risk. The University may offer support, resources, and educational counseling to such an individual. The University will provide due process to students or student organizations accused of harassment, sexual violence, relationship violence, physical harm and stalking. See UCF 5.009 and UCF 5.013 for more information regarding the student conduct review processes for students and student organizations.~~

- ~~(e) — Accommodations in Student Conduct Hearings. Individuals who feel they are a victim of harassment, sexual violence, relationship violence, physical harm and stalking whose cases are handled by the Office of Student Conduct in a formal administrative or panel hearing have certain rights in the student conduct review process as listed below should they choose to participate in the process. Administrative and panel hearing officers who hear cases of sexual violence, harassment, relationship violence, physical harm and stalking cases receive annual training on how to conduct fair and impartial hearings for these types of cases. The following provisions are designed to provide a fair process for both parties while also ensuring victims protections under Title IX and campus SaVE Act. The University shall provide notice of these rights to the victim at least five (5) business days before a formal disciplinary hearing is conducted through the University student conduct review process. Victim rights include the following:~~
- ~~1. — A victim may have a person of her or his choice accompany her or him throughout the Student Conduct Review process. This person will act as a support person or advisor but will not represent the victim or address witnesses, accused student, accused student organization, panel, administrator or any other party or otherwise directly participate in the hearing. A victim shall be notified of the available assistance at the University of Central Florida.~~
 - ~~2. — A victim will be afforded similar and timely access to any information that will be used during the Student Conduct Review Process.~~

- ~~3. A victim will receive notice to attend a preliminary conference meeting with the Office of Student Conduct and be informed of the available resolution options in the Student Conduct Review Process.~~
- ~~4. A victim may submit a list of questions related to the alleged incident, prior to the hearing, that she or he feels the charged student should be asked during the hearing process.~~
- ~~5. A victim will have equal opportunity to present relevant witnesses and other information during the Student Conduct Review Process.~~
- ~~6. A victim may not have her or his irrelevant past conduct, including sexual history, discussed during the hearing. The issue of relevancy shall be determined by the Student Hearing Panel or the hearing officer.~~
- ~~7. A victim or survivor will be provided access to participate, view and hear the entire formal hearing whether in person, via videoconference or telephone or by other means available.~~
- ~~8. A victim should not be questioned directly by the charged student or charged student organization during the Student Conduct Review Process. All questions shall be asked through a hearing officer.~~
- ~~9. A victim may make a "victim impact statement" and suggest an appropriate disciplinary sanction: warning, probation, suspension, or expulsion (see UCF 5.009(5) for more information regarding disciplinary sanctions for students, see section UCF 5.013(5) for more information regarding student organization disciplinary sanctions) to include appropriate compensations if the charged student or charged student organization is found to have been in violation of the Rules of Conduct or Organizational Rules of Conduct.~~
- ~~10. The victim and the charged student or charged student organization will be informed of the outcome of the student conduct review, any outcomes, and the appeal process concurrently in writing. The victim be informed of the outcome of the hearing and the outcome of any appeal without a commitment to protect the confidentiality of the information, pursuant to the Clery Act Regulations, 34 CFR 668.46(b)(11). The "final outcome" means only the final determination with respect to the alleged offense and any sanction that is imposed against the charged student or student organization. If the alleged victim of such crime or offense is deceased as a result of such crime or offense, the next of kin shall be treated as the alleged victim for purposes of this paragraph. The university will provide the written determination of the hearing and appeal outcomes, and any changes to the result before it becomes final to the victim.~~
- ~~11. A victim has the right to appeal the outcome of the Student Conduct Review Process on the basis outlined in the Student Conduct Appeals section UCF 5.010 and UCF 5.013.~~

~~12. — A victim will be given periodic status updates throughout the Student Conduct Review Process, which generally takes sixty calendar days following receipt of an incident report.~~

- ~~(f) — Possible Sanctions. Any student or student organization found in violation of the Rules of Conduct for sexual harassment, stalking, relationship violence, and sexual assault is subject to disciplinary action from UCF including but not limited to disciplinary probation, disciplinary suspension, or disciplinary expulsion. In addition to issuing punitive sanctions, educational requirements such as but not limited to attendance at seminars, workshops, presentations, writing papers, and conducting interviews on what constitutes consent and other relevant topical areas will also be imposed. Any student organization found in violation of the Organizational Rules of Conduct for sexual harassment and/or sexual assault is subject to disciplinary action from UCF including but not limited to organizational probation, organizational suspension, or recommendation of charter revocation. In addition to issuing punitive sanctions, educational requirements such as but not limited to attendance at seminars, workshops, presentations, writing papers, and conducting interviews on what constitutes consent and other relevant topical areas will also be imposed. The standard used to determine responsibility is a preponderance of the evidence, that is, whether it is “more likely than not” that charged student or charged student organization violated University policy. It is also a violation of University policy to engage in any form of retaliation or intimidation in connection with complaints of sexual harassment, stalking, relationship violence, and sexual assault. Any such acts of retaliation or intimidation by a UCF student should be reported to the Office of Student Conduct. The same penalties may be imposed for retaliation as for the alleged violence.~~

(32) Student Responsibilities. A student at the University is deemed to have given his or her consent to the policies of the University and the Florida Board of Governors and to the laws of the State of Florida. Each student is responsible for reviewing the rules and regulations of the University and for abiding by them.~~The most basic responsibility of a student is to study and move forward in intellectual development, while taking advantage of the many opportunities provided in this University environment for total personal growth, development and maturation.~~

- ~~(a) — Students and organizations are responsible for the observation of all University policies and regulations.~~
- ~~(b) — Rights and freedoms in any environment are protected through exercised responsibilities and maintained through an established system for justice. The ideal balance of control for liberties is strongly weighted toward understanding and observing regulations as acts of individual responsibility, not always because of agreement, but because compliance also serves the best interests of all and helps in the completion of stated individual and University objectives.~~

- ~~(c) — The University has compiled student governing information in this handbook and has distributed it to help provide direction and awareness for the academic community. It is each student's responsibility to become aware of and learn its regulatory content and procedures for dealing with problems which may arise in the course of educational progress.~~
- ~~(d) — When University regulations are judged to no longer serve the best interests of all; the consideration for change should be introduced through appropriate channels.~~
- ~~(e) — Within the University, emphasis is placed on the development of each individual's recognition and acceptance of personal and social responsibilities.~~
- ~~(f) — High ethical and moral standards of conduct are a part of the University's mission and its contribution to the well being of society.~~

(43) Smoking. While on UCF property, students will uphold the smoke-free campus policy (<http://smokefree.sdes.ucf.edu/>) to ensure a healthy and clean environment for everyone. Smoking of any kind is prohibited in all facilities and areas of the UCF campus.

(54) Alcohol Emergencies. The University of Central Florida highly encourages students and student organizations to call for medical assistance whenever an individual experiences severe intoxication or serious injury after consuming alcohol. Students and student organizations may be reluctant to call for help for themselves or others due to potential involvement from the UCF Police Department or the Office of Student Conduct. Due to the serious or life-threatening nature of these medical emergencies, the University of Central Florida urges students to contact emergency medical services or the UCF police department if alcohol-related medical emergencies arise. The university's primary goal is to create a safe environment for its students. Procedures and expectations regarding these incidents have been outlined in the Office of Student Conduct Rules of Conduct Alcoholic Beverages section and the Organizational Rules of Conduct section.

(65) Student Care Services. In order to provide comprehensive and consistent care for students experiencing academic, financial or personal challenges, Student Care Services, under Student Rights and Responsibilities provides support to students ~~of concern~~ identified as needing additional on-campus or off-campus resources. Care Managers for Student Care Services reviews referrals from students, faculty, staff and UCF community members who are concerned about behavior exhibited by a student. The goal of Student Care Services is to intervene and support the student before a situation reaches crisis level.

- (a.) ~~Student Care Services~~Care Managers will reach out to the student ~~of concern~~ to assess what resources would be beneficial ~~to the student~~ and collaboratively develop an action plan ~~with the student~~ to reduce obstacles affecting ~~their~~ success at UCF. ~~Student Care Services~~Care Managers will assist the student in coordinating with campus resources currently being utilized and then will work with the student to monitor progress. Depending upon the circumstances, the referring person may receive feedback about the student's action plan.
- (b.) In order to support student success, ~~Student Care Services~~Care Managers may utilize additional campus resources to assist the student. This may include

collaboration with the Student of Concern Committee (SOCC), a multidisciplinary group that reviews potential concerns presented by the UCF community regarding student behavior. SOCC offers additional knowledge of university resources and procedures and may make further recommendations regarding action plan items for student success. Students of concern are presented to the committee at the discretion of ~~the~~ Student Care Services or ~~the~~ Director of Student Rights and Responsibilities.

- (c.) ~~Student Care Services has~~ Care Managers have additional campus support systems in place to assess students engaging in behavior that may pose a risk to themselves or others. This includes the University Crisis Committee, Mandated Assessment Procedure, and Involuntary Withdrawal Procedure.

(76) University Crisis Committee. The University may refer students who are viewed to be engaging in behavior(s) that poses risk to themselves or others to the Crisis Committee for possible action. Such behaviors include, but are not limited to: suicidal behavior, self-injury, threats to harm others, disruptive behavior, disordered eating, and endangerment to the community.

- (a) The Director of OSRR or designee will convene the crisis committee members in order to review each case and decide on the best course of action. The Crisis Committee is composed of the following persons and/or their designee(s): Health Services Director, Counseling and Psychological Services Director, ~~Associate Director of Safety and Security for~~ Chief of UCF Police Department ~~University Police~~, Director of the Office of Student Rights and Responsibilities, ~~Case Manager of the Office of Student Rights and Responsibilities~~, Student Care Services Assistant Director, Office of Student Conduct ~~Director~~ Representative, Associate Dean for Academic Services, Senior Associate Vice President & Dean of Students, and the Director of Housing and Residence Life.
- (b) Various campus units may enlist the services of the Committee. These include but are not limited to Housing and Residence Life, Health Services, ~~Disability Student Accessibility~~ Services, Counseling and Psychological Services, Recreation and Wellness Center, Wellness and Health Promotion Services, Office of Fraternity and Sorority Life, Athletics, Alcohol and Other Drug ~~Programming Office~~ Intervention Services, University Police, and the Office of Student Conduct. In the event that a student's behavior raises concern about risk of danger to self or others, the involved unit will contact the Director of OSRR or designee. The Director of OSRR or designee will then contact Crisis Committee members to convene a meeting in order to review the case and decide on the best course of action.
- (c) The role of the Health Services Director and the Counseling and Psychological Services Director on the Crisis Committee will be consultative in nature. When possible, the Health Services Director and the Counseling and Psychological Services Director will not confer on a case for which they are (or have been)

serving in a direct provider relationship with the involved student. When the involved student has been a client at UCF Counseling and Psychological Services, the Counseling and Psychological Services Director or designee will maintain the confidentiality of the student's clinical information and will make recommendations for action based solely upon the information provided in the Crisis Committee meeting.

(87) Mandated Assessment Procedure. This University procedure is established for behaviors or actions that result in hospitalization from imminent danger to self or others via the Baker Act (F.S. 394.463) or Marchman Act (Chapter 397, Florida Statutes), significant acts or threats of violence to others, chronic eating disorders, dramatic and/or expansive displays of self-mutilation, behaviors that are significantly disruptive to the UCF community and /or diminish the ability of a student to care for him/herself. Whenever the UCF Police provide transportation of a UCF student to the hospital for involuntary examination, the police will file a report with the OSRR. In addition, anyone may also file reports about students of concern with Student Care Services.

- (a.) Once a report is received, the ~~Director of OSRR~~ Assistant Director of Student Care Services or designee may notify and consult with designated representatives of UCF Counseling and Psychological Services or Student Health Services and/or the University Crisis Committee to review the severity of the student's behavior for potential of continued risk to the campus community. A determination will be made whether a mandated assessment and/or physical assessment is needed to help the student in their specific situation or whether some other more stringent, protective action is appropriate to protect both the welfare of the student and the community. The mandated assessment session(s) may be used to evaluate the student's risk of harm to self or others, and to take appropriate actions to ensure the safety of the student or others if risk is present. In addition, the mandated assessment session(s) are designed to assist students in developing a safety and/or well-being plan and provide students with educational resources. ~~The Director of OSRR or designee~~ A member of Student Care Services will contact the student in a timely manner and require an initial meeting between an OSRR representative and the student to inform the student of their rights and responsibilities regarding the incident.
- (b.) All students identified as threatening self-harm or having attempted suicide must complete a mandated assessment with a licensed mental health professional and/or a physical assessment with a licensed medical provider. Examples of a licensed mental health professional include a UCF Health Services psychiatrist, a UCF Counseling and Psychological Services clinician, or a community based counselor or psychiatrist of the student's choice. Before the mandated assessment is conducted, the Assistant Director of Student Care Services ~~Director of OSRR~~ or designee will first attempt to obtain an *Authorization to Release/Exchange Confidential Information form* from the student to provide the licensed mental

health professional and/or licensed medical health professional conducting the assessment with background information relevant to the reason for the mandated assessment. The Director of OSRR or designee will require proof of participation for the mandated assessment with a licensed mental health professional and/or proof of a physical assessment with an appropriate medical provider. The student must meet with Student Care Services within two weeks (10 business days) to complete a follow up appointment. Student must provide proof of assessment within four weeks (20 business days) or prior to return to the university (in the event a student withdraws for the remainder of the semester or is placed on Medical Withdrawal). Failure to comply may result in disciplinary action or the convening of the University Crisis Committee to consider the initiation of the Involuntary Withdrawal Procedure

- (c.) In cases where more protective action is needed based on more severe behavior/conduct (e.g., behaviors/actions towards killing self, behavior endangering others, threats to harm others, behavior significantly disruptive to the UCF community), the Director of OSRR or designee may initiate one or both of the following:

1. Interim Suspension followed by initiating the Student Conduct Review process;
2. Convening of the University Crisis Committee to consider the initiation of the Involuntary Withdrawal Procedure.

(98) Involuntary Withdrawal Procedure. A student who poses a serious danger of imminent or serious physical harm ~~to himself/herself or others on property~~ at the University may be involuntarily withdrawn from the University by the Director of OSRR or designee upon appropriate notification and consultation from the University Crisis Committee and the Senior Associate Vice President & Dean of Students ~~Vice President for SDES~~ or designee.

- (a) This notification is received in the form of an incident report to the Office of Student Rights & Responsibilities, or a psychiatric evaluation filed with the UCF Police Department. The student will be withdrawn if the Director of OSRR or designee concludes, on the basis of preponderance of evidence that the student engages or threatens to engage in behavior that may:
1. Pose a significant danger of causing harm ~~to others~~;
 2. Cause significant property damage or interfere with the educational environment of others at the university; or
 3. Demonstrates an inability to care for his/her daily physical or mental wellbeing without assistance and has failed to secure such assistance.
- (b) The Director of OSRR or designee reserves the right to impose an immediate and interim withdrawal (the equivalent of an summary-interim suspension), prior to the review of all information, if the Director of OSRR or designee concludes that the student poses a threat to the welfare of any individual, the student body, or any part of the University or its community. In such cases, there will be a

- scheduling of a hearing within three (3) ~~calendar~~business days to determine the status of interim withdrawal. At this hearing, the student shall be offered an opportunity to provide documentation from an appropriate healthcare provider of their choice who has conducted a proper assessment.
- (c) The Director of OSRR or designee will call a meeting of the University Crisis Committee at the earliest possible date. The student may be present at this meeting and may present information in support of his/her case. Following the student's presentation, the committee shall convene in executive session. At the conclusion of this proceeding, the committee shall make a recommendation to the Director of OSRR or designee whether to withdraw the student, reinstate the student, or reinstate the student with conditions.
 - (d) The Director of OSRR or designee will make a final decision regarding the student's enrollment status and notify the student in writing within 24 hours of the Crisis Committee's recommendation.
 - (e) A student subject to involuntary withdrawal is entitled to the following:
 1. Notice of intent to remove the student pursuant to this policy stating the reasons for the action.
 2. The opportunity to examine the psychiatric or other evaluations provided to the committee and to discuss them.
 3. The opportunity to present relevant information for consideration of his/her case personally, or by a health professional working with that student, if the student is not capable of self-representation.
 4. The opportunity to have an advisor of the student's own choice accompany the student.
 5. The right to appeal.
 - (f) In the event a student disagrees with the decision of the Director of OSRR or designee, the student may appeal the finding. The appeal must be made in writing to the ~~Associate~~ Vice President ~~for Campus Life~~ for SDES, or designee, within three (3) business days after the date of the notification to the student of the decision. The ~~-~~Vice President of SDES or designee, shall, within three (3) business days, sustain the initial decision or remand the case to the Crisis Committee for re-consideration. The Vice President's decision will be considered final agency action.
 - (g) Upon being withdrawn, the student may no longer enroll in classes, may not be an active member of a registered Student Organization, may no longer use University facilities, must vacate University owned ~~or affiliated~~ housing, may no longer be permitted on University property, may not be employed by UCF, and may be entitled to whatever refunds of tuition, fees, and room and board charges as would be appropriate given the timing of the withdrawal.
 - (h) Students who are involuntarily withdrawn from the University shall have a hold placed on their records, which will prevent them from being readmitted or

reenrolled ~~in~~at the institution except as stated in this paragraph. A student may request readmission or reenrollment at the University and provide the Director of OSRR or designee with documentation from an appropriate healthcare provider of their choice who has conducted a proper assessment of the student and concluded that the student does not pose a serious threat to others. In cases where the Director of OSRR or designee has imposed other conditions for readmission, it is the responsibility of the student to provide documentation of compliance with such conditions.

- (i) A student who is not involuntarily withdrawn may be subject to conditions to continue enrollment at the University. In such cases, the student will be provided with a written summary of conditions and must meet all conditions in order to maintain student status. A student who fails to meet such conditions will be subject to involuntary withdrawal by the Director of the Office of Student Rights & Responsibilities or designee, or will be subject to charges through the University's Student Conduct Review Process for failure to comply.
- (j) The current medical withdrawal process should not be used to handle withdrawals related to mental health issues where an imminent threat to the community is evident or a violation of the ~~Golden Rule~~Rules of Conduct has allegedly occurred. However, a student could choose to pursue a medical withdrawal within six (6) months of the end of the semester. As a general principle, the regular Student Conduct Review Process and its policies and practices are preferred in serious instances of misconduct, without regard to whether there might be mental health issues present. The procedures and specifications given in this regulation are to be employed in those extraordinary situations in which, in the judgment of the appropriate administrative officers, the regular Student Conduct Review Process is not applicable or cannot be applied.

(9) Student Title IX Resources and Statement of Policy on Sexual Misconduct

- (a) The University of Central Florida is committed to fostering an environment in which all members of our campus community are safe, secure, and free from sexual misconduct, including but not limited to, sexual harassment, sexual assault, stalking, dating violence, and domestic violence.
- (b) Our community expects that all interpersonal relationships and interactions – especially those of an intimate nature – be grounded upon mutual respect and open communication. When learning of conduct or behavior that may not meet these standards, community members are expected take an active role in promoting the inherent dignity of all individuals.
- (c) Federal laws, specifically Title IX of the Education Amendments of 1972 (Title IX), prohibits discrimination on the basis of sex in education programs or activities. Title IX prohibits sex discrimination against students, staff and faculty– which includes acts of sexual misconduct such as sexual harassment, sexual violence, dating violence, domestic violation, and sex-related stalking. Title IX

also prohibits retaliation for asserting or otherwise participating in claims of sex discrimination. A closely related federal law, Section 304 of the Violence against Women Act, requires universities to increase transparency about the scope of sex-related violence on campus, guarantee victims enhanced rights, provide for standards in institutional conduct proceedings, and provide campus community wide prevention education and awareness programming.

(d) The University Of Central Florida encourages any faculty, staff, student or non-student who thinks that he or she has been subjected to Sexual Misconduct by another student, member of the faculty or staff, or campus visitor or contractor, to immediately report the incident.

(e) Rights of the Complainant and the Respondent. A student or student organization charged with Sexual Misconduct ("Respondent") and a student alleging Sexual Misconduct ("Complainant") rights in the student conduct review process as listed below where there is an administrative or panel hearing. These rights are in addition to the conduct review procedures outlined in UCF-5.009 (students) and UCF-5.013 (student organizations). Administrative hearing officers and panel members who hear cases of Sexual Misconduct – including sexual assault, sexual harassment, dating violence, domestic violence and stalking – receive training on how to conduct fair and impartial hearings for these types of cases. The following provisions are designed to provide a fair process for both parties while also ensuring victims protections under Title IX and Campus SaVE Act. The University shall provide notice of these rights to the Complainant and the Respondent at least five (5) business days before a formal disciplinary hearing is conducted through the University student conduct review process. Complainant and Respondent rights include the following.

1. Both the complainant and respondent are permitted to have an advisor or support person accompany them throughout the entire process. This person will act as a support person or advisor but will not represent the complainant or respondent or address witnesses, panel, administrator or any other party or otherwise directly participate in the hearing. A complainant or respondent shall be notified of the available assistance at the University of Central Florida.
2. Both the complainant and respondent will be afforded similar and timely access to any information that will be used during the Student Conduct Review Process.
3. Both the complainant and respondent will receive notice to attend a preliminary conference meeting with the Office of Student Conduct and be informed of the available resolution options in the Student Conduct Review Process.

4. Both the complainant and respondent may submit a list of proposed questions related to the alleged incident, prior to the hearing, to be asked during the hearing process.
5. Both the complainant and respondent will have equal opportunity to present relevant witnesses and other information during the Student Conduct Review Process.
6. The complainant may not have irrelevant past conduct, including sexual history, discussed during the hearing. The issue of relevancy shall be determined by the Student Hearing Panel or the hearing officer.
7. The complainant will be provided access to participate, view and hear the entire formal hearing whether in person, via videoconference or telephone or by other means available.
8. The complainant and respondent should not be questioned directly by one another during the Student Conduct Review Process. All questions shall be asked through the hearing body.
9. The complainant may make a “victim impact statement” and suggest an appropriate disciplinary sanction: warning, probation, suspension, or expulsion. See UCF-5.009(5) for more information regarding disciplinary sanctions for students, and section UCF-5.013(5) for more information regarding student organization disciplinary sanctions to include appropriate compensations if the respondent is found to have been in violation of the Rules of Conduct or Organizational Rules of Conduct.
10. Both the complainant and respondent will be informed, concurrently and in writing, of the outcome of the student conduct review process and the outcome of the appeal process, in accordance with federal guidelines.
11. Both the complainant and the respondent have the right to appeal the outcome of the Student Conduct Review Process on the basis outlined in the Student Conduct Appeals section UCF-5.010 and UCF-5.013.
12. Both the complainant and respondent will be given periodic status updates throughout the Student Conduct Review Process.

Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.003, New 6-18-09, Amended 7-19-12, 9-5-13, 11-24-14, _____-15.

Attachment B

UCF-5.007 Office of Student Conduct; Scope, Definitions; Student Conduct Records

(1) Scope

- (a) The Rules of Conduct shall apply to all undergraduate students, graduate students and students pursuing professional studies, including those attending its regional campuses and/or off campus instructional sites. The Rules of Conduct shall be deemed a part of the terms and conditions of admission and enrollment of all students. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida. The Rules of Conduct apply to student conduct and will not be used to impose discipline for the lawful expression of ideas. Specific restrictions on time and place of meetings and assemblies are found in other University regulations or policies.
- (b) These Rules of Conduct apply to all student conduct that occurs on University premises, as defined below; or at activities officially approved by the University of Central Florida or which are sponsored or conducted by University groups and organizations, regardless of location.
- (c) Off-Campus Conduct. The University may take action against a student for off-campus conduct if the conduct is specifically prohibited by law or the Rules of Conduct; or if the conduct poses (or demonstrates that the student's continued presence on University premises poses) a danger to the health, safety or welfare of the University community; or if the conduct is disruptive to the orderly processes and functions of the University.
- (d) Failure to comply with duly established laws or University regulations may subject violator(s) to appropriate civil authorities.

(2) Authority

- (a) The Florida Board of Governors Regulation 6.0105 requires each university to establish a Student Disciplinary System, including a code of conduct, to apply to student disciplinary proceedings.
- (b) These regulations are designed to ensure fairness and due process in student disciplinary proceedings.

- (c) Generally, authority necessary to enforce the student conduct regulations is vested in the Vice President for Student Development and Enrollment Services or designee. Selected functions of this authority are shared with faculty, staff and students. Some functions of student conduct administration are assisted through review boards or committees.

(3) Violations of Law and Rule of Conduct Violations. A student who commits offenses against the laws of municipalities, states, or the United States, is subject to prosecution by those authorities and may be subject to disciplinary action under University rules when the conduct violates institutional standards. Student shall not be forced to present self-incriminating evidence; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The Student Conduct Review process is not a criminal or judicial proceeding and is designed to address student behavior; therefore, alleged violations of the Rules of Conduct will be addressed independently of any penalty imposed by the courts for the criminal offense.

(4) Definitions

- (a) The term “Academic Integrity Panel” is comprised of two faculty members and two students selected from the Student Conduct Board. Members of this panel will receive training annual on how to conduct an investigation related to academic misconduct.

- (b) The term “Advisor” or “Support Person” refers to the person of the Complainant’s, Respondent’s, charged students or organization’s choice who may assist and/or accompany the charged student or student organization throughout the Student Conduct Review Process but shall not speak for or present the case on behalf of the Complainant, Respondent, or organization~~charged student or organization.~~

- ~~(c) The term “Charged student” means any student that is charged with a violation of the Rules of Conduct.~~

- ~~(d)~~ (e) The term “Clery Act” refers to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The Clery Act is a federal law that requires institutions of higher education to provide current and prospective students and employees, the public, and the Department with crime statistics and information about campus crime prevention programs and policies. Among other

crimes, the Clery Act requires that colleges and universities report forcible sex offenses including sexual assault and rape. The Clery Act was most recently amended by the Violence Against Women Reauthorization Act of 2013.

- (d) The term “Complainant” refers to anyone who reports having been subject to sexual misconduct.
- (e) The term “Continuously enrolled” is defined as being enrolled in classes without a break of two or more consecutive regular semesters/terms (i.e., Fall and Spring, or Spring, Summer, and Fall).
- (f) The term “Dating Violence is defined as violence or threat of such violence to an individual committed by a student who is or has been in a romantic or intimate relationship with said individual.
- (fg) The term “Director of the ~~OSRROSC~~” refers to the Director of the Office of Student ~~Rights and Responsibilities~~ Conduct.
- (gh) The term “Disciplinary Sanction Review Committee” is a committee composed of an equal number of faculty/staff and students appointed by the Director of the ~~OSRROSC~~ to review the disciplinary probation/suspension status of a student.
- (hi) The term “Hold” refers to a service indicator placed on a student’s record.
- (ij) The term “Off campus” refers to any location not defined as University premises.
- (jk) The term “Overlay” refers to a notification on a student’s university transcript that states the student is not in good standing.
- (kl) The term “Preponderance of evidence” means that evidence, considered as a whole, shows that the fact sought to be proved is more probable than not. This is the standard used in adjudicating all disciplinary cases within the Student Conduct Review Process.
- (lm) The term “Record Sealing” refers to when a student’s disciplinary record cannot be examined except by a court order or designated officials.
- (n) The term “Respondent” means any student that is charged with a violation of the Rules of Conduct.
- (o) The term “Responsible Employee” is defined as a university employee who has the authority to redress sexual misconduct or other forms of harmful behavior, the duty

to report incidents of sexual misconduct or other student misconduct, or is someone a student could reasonably believe has this authority or duty.

- (mp) The term “Sanction” refers to outcome(s) imposed on students found in violation of any Rules of Conduct of this University.
- (mq) The term “Student” means any person enrolled in one or more classes at the University, either full time or part time, study abroad, on-line students, students pursuing undergraduate, graduate or professional studies, whether degree seeking or non-degree seeking. Persons who withdraw after allegedly violating the Rules of Conduct, or who are not officially enrolled for a particular academic term but who have a continuing relationship with the University, or who have been notified of their acceptance for admission are considered “students”.
- (or) The term “Student Conduct Board” means any person or persons authorized by the Director of the ~~OSRROSC~~ or designee to gather information and make proposed findings regarding whether a student has violated the Rules of Conduct and to propose sanctions that may be imposed. Board members are selected through an annual application and interview process with the exception of the justices from the Student Government Association Judicial Council. All Student Conduct Board members, including justices, receive training from the Office of Student Conduct. Student Conduct Board members who serve on hearings related to allegations of domestic violence, dating violence, sexual assault, and stalking will receive additional training annually. They will be trained on how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability.
- (ps) The term “Title IX” refers to the Title IX of the Education Amendments of 1972 which is a federal law that protects people from discrimination based on sex in education programs or activities which receive Federal financial assistance. Title IX states that: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance”. Title IX’s sex discrimination prohibition protects against sexual harassment and sexual violence and extends to claims of discrimination based on

gender identity or failure to conform to stereotypical notions of masculinity or femininity. Other examples of the types of discrimination that are covered under Title IX include the failure to provide equal opportunity in athletics; discrimination in a school's science, technology, engineering, and math (STEM) courses and programs; and discrimination based on pregnancy and parental status.

(t) The “Title IX Coordinator” is defined as a university employee who is responsible for coordinating the University’s efforts to comply with and carry out its responsibilities under Title IX, which prohibits sex discrimination in all the operations of this College, as well as retaliation for the purpose of interfering with any right or privilege secured by Title IX.

(qu) The term “University” means the University of Central Florida.

(fv) The term “University community” refers, collectively and individually, to students, University officials, Trustees, and all visitors, contractors, and guests to the University or any of its campuses, facilities or events.

(sw) The term “University official” includes any person employed by the University (i.e. faculty, staff, administration, and residence hall staff) acting within the scope of their job duties.

(tx) The term “University premises” includes all land, buildings, facilities, and other properties in the possession of or owned, used, or controlled by the University.

(uy) The term “VAWA” refers to the Violence Against Women Reauthorization Act of 2013, amended the Violence Against Women Act and the Clery Act to provide new requirements for schools to prevent and respond to sexual violence, domestic violence, dating violence, and stalking. Some of these requirements include providing primary prevention education and awareness programs for all incoming students and employees; collecting statistics on domestic violence, dating violence, and stalking in addition to current requirements to collect sexual assault statistics; issuing complainants a written notice of their rights; and adopting grievance policies that are prompt, fair, and impartial as well as administered by trained officials. The updates are sometimes referred to as Campus Sexual Violence Elimination Act or Campus SaVE Act.

(~~v~~z) The term “VP of SDES” refers to the Vice President of Student Development and Enrollment Services.

(~~w~~aa) The term “Witness” refers to an individual who is in the proximity of an incident and viewed the actions of said incident or who has relevant information about a given incident or who has relevant information about a given incident or actions related to a specific incident.

(5) Student Conduct Records

(a) Maintenance of Records. A student’s conduct case record will be maintained in the Office of Student Conduct. The case record of a student found responsible for charge(s) against them, with sanctions less than suspension or expulsion, will generally be maintained in the Office of Student Conduct for seven years from the calendar year of record, after which they are destroyed. The case record of a student who has been placed on Disciplinary Suspension or Expulsion will be permanently maintained as official records by the Office of Student Conduct.

(b) Release of Records. The release of student disciplinary records will be governed by applicable federal and state laws regarding the privacy of educational records.

(6) Evaluation of Student Conduct Review Process. The Student Conduct Review Process will be evaluated periodically by a committee, which shall be composed of students and staff members of the university.

Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.0041, New 6-18-09. Amended 9-5-13, 11-20-14, _____-15.

Attachment C

UCF-5.008 Rules of Conduct

The following defined and described actions include, but are not limited to, conduct for which disciplinary action may be taken at the University of Central Florida. Students and organizations are responsible for the observation of all University policies and regulations. Each student is expected to abide by these rules of conduct, and administrators are expected to enforce them. These Rules of Conduct should be read broadly and are not designed to define prohibited conduct in exhaustive terms. Additional rules and regulations may be revised during the year; announcements will be made on adoption of the changes or additions. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida. The Rules of Conduct apply to student conduct and will not be used to impose discipline for the lawful expression of ideas.

(1) Academic Misconduct

- (a) Unauthorized assistance: Using or attempting to use unauthorized materials, information or study aids in any academic exercise unless specifically authorized by the instructor of record. The unauthorized possession of examination or course related material also constitutes cheating.
- (b) Communication to another through written, visual, electronic, or oral means. The presentation of material which has not been studied or learned, but rather was obtained through someone else's efforts and used as part of an examination, course assignment or project.
- (c) Commercial Use of Academic Material: Selling notes, handouts, etc. without authorization or using them for any commercial purpose without the express written permission of the University and the Instructor is a violation of this rule.
- (d) Falsifying or misrepresenting your academic work.
- (e) Plagiarism: Whereby another's work is used or appropriated without any indication of the source, thereby attempting to convey the impression that such work is the student's own.
- (f) Multiple Submissions: Submitting the same academic work for credit more than once without the express written permission of the instructor.
- (g) Any student who knowingly helps another violate academic behavior standards is also in violation of the standards.

(2) Possessing and/or Providing False and Misleading Information and/or Falsification of University Records

- (a) Withholding related information, or furnishing false or misleading information (oral or written) to University officials, university and non-university law enforcement officers, faculty or staff.
- (b) Possession, use or attempted use of any form of fraudulent identification.
- (c) Forgery, alteration or misuse of any University document, material, file, record or instrument of identification.
- (d) Deliberately and purposefully providing false or misleading verbal or written information about another person.
- (e) Falsification, distortion, or misrepresentation of information during the Student Conduct Review Process, including knowingly initiating a false complaint.

(3) Disruptive Conduct

- (a) An act that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the University or any part thereof or the rights of ~~other members of the University community~~ one or more individuals.
- (b) Any act which deliberately impedes or interferes with the normal flow of pedestrian and vehicular traffic.
- (c) An act which tampers with the election(s) of any University student organization or group including major violations of the SGA Election Statutes.
- (d) Misuse of any University safety equipment, firefighting equipment, or fire alarms.
- (e) An act which deliberately interferes with the academic freedom or the freedom of speech of any member or guest of the University community.
- (f) A false report of an explosive or incendiary device, which constitutes a threat or bomb scare.
- (g) Breach of peace: an act, which aids, abets, or procures another person to breach the peace on the University premises or at University sponsored/related functions.
- (h) Failure to comply with oral or written instruction from duly authorized University officials (i.e. faculty, staff, administration, residence hall staff) acting within the scope of their job duties or law enforcement officers acting in the performance of their duties, including failure to identify oneself to these persons when requested to do so.

- (i) Failure to produce identification upon request by a University official (i.e. faculty, staff, administration, residence hall staff), acting within the scope of their job duties or law enforcement officers acting in the performance of their duties.
- (j) Hindering or interfering with the Student Conduct Review Process by failing to obey the notice from a university official to appear for a student conduct meeting or hearing; and/or attempting to discourage an individual's proper participating in, or use of, the Student Conduct Review Process.

(4) Harmful Behavior

- (a) Physical harm or threat of physical harm to any person. This harmful behavior policy may not apply in those instances where it is found that a student is acting in self-defense.
- (b) Verbal or written abuse, threats, intimidation, coercion and/or other conduct that endangers the health, safety, or wellbeing of others, or which would place a reasonable person in the victim's position in fear of bodily injury or death. This definition, however, shall not be interpreted to abridge the rights of the University community to freedom of expression protected by the First Amendment of the United States Constitution and any other applicable law.
- (c) Harassment: defined as conduct (including written or electronic communication) based on a protected category (such as race, color, religion, national origin, gender equity, et al), which, due to the severity and pervasiveness of the conduct and its targeted nature on the basis of a protected category, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive educational or work environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's employment, schooling, or business with the University. Harassment under this provision is conduct (verbal or physical behavior) that would constitute harassment under federal or state civil rights laws or under University Regulation (UCF-3.001).
- (d) Bullying: Defined as behavior of any sort (including communicative behavior) directed at another, that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person in the target's position substantial emotional distress and undermine his or her ability to work, study, or participate in University life or regular activities, or which would place a reasonable person in

~~fear of injury or death. Bullying: Defined as behavior (including written, visual, electronic or oral means) that is intentional and repeated, or meant to be done in humor or in jest, that results in the intimidation, injury, or distress of another individual physically, mentally, or socially. Bullying, however, is not speech or conduct otherwise protected by the First Amendment of the United States Constitution and any other applicable law~~

~~(e) Dating Violence: defined as violence, or threat of such violence, to an individual committed by a student who is or has been in a romantic or intimate relationship with said individual.~~

~~(f) Domestic Violence: defined as violence towards a current or former spouse or intimate partner in which the individuals are currently or have previously cohabitated together.~~

~~(ge)~~ Stalking: defined as repeated, unwanted conduct toward or contact with another person that creates fear for the person's safety or the safety of others, or causes an individual to suffer emotional distress. Such conduct is direct, indirect, or through a third party using any type of action, method, or means. Cyber stalking is also included in this definition.

~~(hf)~~ Failure to respect the privacy of other individuals including but not limited to stalking.

~~(ig)~~ Retaliation against or harassment of complainant(s), ~~or other person(s) alleging misconduct,~~ or anyone who participates in an investigation of harassment.

~~(jh)~~ Condoning or encouraging acts of harmful behavior as defined above or failing to stop an act of harmful behavior while it is occurring. ~~Note: See provisions for victim/survivor acts of violence regarding domestic violence, dating violence, and stalking in section UCF 5.006(2) under Student Rights. See F.S.S. 741.28, 784.046, 784.048 for definitions of Florida State Statutes www.leg.state.fl.us/Statutes/.~~

(5) Sexual Misconduct

~~(a) Any nonconsensual sexual conduct which occurs on or off the UCF campus.~~

~~Consent, to be valid, must be:~~

~~1. Freely and actively given.~~

~~2. In mutually understandable words or actions.~~

- ~~3. Consent to one form of sexual activity can never imply consent to other forms of sexual activity.~~
- ~~4. Consent is not the lack of resistance; there is no duty to fight off a sexual aggressor.~~
- ~~5. Consent can be withdrawn at anytime, as long as the withdrawal is clearly communicated by the person withdrawing consent through words or actions.~~
- ~~6. A person shall not knowingly take advantage of another person who is under 18 years of age, mentally defective, under the influence of prescribed medication, alcohol or other chemical drugs, or who is not conscious or awake, and thus is not able to give consent as defined above. Further, a person shall not physically or verbally coerce another person to engage in any form of sexual conduct, to the end that consent as defined above is not given.~~
- ~~7. Any attempted acts of sexual misconduct are also violations of this policy.~~

(a) Any nonconsensual sexual conduct which occurs on or off the UCF campus.

1. Consent, to be valid, must be an affirmative act or statement by each person that is informed, freely given and mutually understood. A determination of whether consent exists will be based on the information the initiator of the sexual act knew or should have known as a sober, reasonable person. Being intoxicated does not relieve an initiator of a sexual act from obtaining consent.:
 - a. It is the responsibility of each person involved in any sexual activity to ensure that he or she has the affirmative consent of the other, or others, to engage in the sexual activity.
 - b. The existence of a dating or sexual relationship between the persons involved, or the fact of past sexual relations is not indicator of consent for any current or future sexual encounter.
 - c. Consent cannot be obtained by force, threat, coercion, manipulation, reasonable fear of injury, intimidation, use of position of influence, or through the use of one's mental or physical helplessness or incapacity.

2. Consent must be ongoing throughout a sexual activity, for each sexual act, and can be revoked at any time.

- a. Within each sexual encounter, there may be separate individual sexual acts involved.
- b. Consent to one act by itself does not constitute to another act.
- c. If verbal consent is not given, ongoing active participation is required for consent.
- d. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- e. Lack of protest or resistance is not consent
- f. Silence is not consent.
- g. Consent can be withdrawn at any time as long as the withdrawal is clearly communicated by the person withdrawing consent through words or actions.

3. If a person is mentally or physically incapacitated so that the person cannot understand the fact, nature, or extent of the sexual situation, there is no consent.

- a. Incapacitation is a temporary or permanent state in which a person cannot make informed, rational judgments because the person lacks the physical or mental capacity to understand the nature or consequences of their words and/or conduct, and/or the person is unable to physically or verbally communicate consent.
- b. This includes but is not limited to conditions due to age, alcohol or drug consumption, being unconscious or asleep, or because of an intellectual or other disability that prevents the person from having the capacity to give consent.

- (b) Sexual Harassment: Conduct (verbal or physical behavior) that would constitute sexual harassment under federal or state civil rights laws or under University Regulation UCF-3.001. Unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature which, due to the severity and pervasiveness of the conduct and the targeted nature of the conduct on the basis of sex, objectively prevents or impairs another person's full enjoyment of the educational

benefits, atmosphere, or opportunities provided as part of the University. This provision also applies to unwanted, unwelcome, inappropriate, or irrelevant sexual or gender-based activities, sexual advances, or requests for sexual favors, when (i) submission to such conduct is made either explicitly or implicitly a term or condition of a student's academic, extracurricular, or employment participation; or (ii) submission to or rejection of such conduct or request is used as the basis for employment decisions or to determine participation in academic or extracurricular activities.

- (c) Exposure of one's body in such a manner that another party reasonably could be offended or to display sexual behavior which another person reasonably finds offensive.
- (d) Sexual stimulation sought through trespass, spy, or eavesdropping activities.
- (e) Attempting to commit by solicitation sexual acts with a minor by oral, written, or electronic means.
- (f) Dating Violence: defined as violence, or threat of such violence, to an individual committed by a student who is or has been in a romantic or intimate relationship with said individual.
- (g) Domestic Violence: defined as violence towards a current or former spouse or intimate partner in which the individuals are currently or have previously cohabitated together.
- (h) Sex-related stalking: defined as repeated, unwanted conduct toward or contact with another person because of sex that creates fear for the person's safety or the safety of others, or causes an individual to suffer emotional distress. Such conduct is direct, indirect, or through a third party, using any type of action, method, or means. Cyber stalking is also included in this definition.
- (fi) Condoning or encouraging acts of sexual misconduct as defined above or failing to stop an act of sexual misconduct while it is occurring.
- (gi) Any attempted acts of sexual misconduct are also violations of this policy.

~~Note: See provisions for victim acts of sexual misconduct in section UCF-5.006(2) under Student Rights. See F.S.S. 784.046 for definitions of Florida State Statutes www.leg.state.fl.us/Statutes/.~~

(6) Larceny/Property Damage

- (a) Unauthorized use, possession, ~~or services~~ or theft of property or service. Such property may be personal or public.
- (b) Damage or defacing of University property or the property of another person whether or not it is on University premises.

(7) Hazing

- (a) Any action or situation which recklessly or intentionally endangers the mental or physical health and/or safety of a student for the purpose of initiation or admission into, or affiliation with, any organization operating under registration with the University. Hazing may result in felony charges.
- (b) Brutality of a physical nature such as whipping, beating, branding, forced calisthenics, exposure to the elements; forced consumption of any food, liquid, liquor, drug, or other substances; or other forced elements; or other forced activity which could adversely affect the mental or physical health or safety of the individual.
- (c) Any activity which could subject the individual to mental stress such as sleep deprivation, forced exclusion from social contact, forced contact which could result in embarrassment, or any other activity which could adversely affect the mental health or dignity of the individual.
- (d) Forcing or requiring the violation of University policies, federal, state, or local law.
- (e) Any activity, as described above, upon which the initiation or admission into or affiliation with a University of Central Florida organization may be directly or indirectly conditioned, shall be presumed to be a “forced” activity, the willingness of an individual to participate in such an activity notwithstanding.

(8) Misuse or Unauthorized Use of Facilities and Grounds

- (a) Misuse or unauthorized use of classroom or laboratory facilities.
- (b) Abusing grounds or building structures including, but not limited to ramps, rails, stair sets and entryways by means of recreational cycling, skating, scootering, or other recreational activities or devices as outlined in Regulation UCF-4.036.
- (c) Unauthorized entry or attempted entry to any University facility.
- (d) Unauthorized possession, duplication or use of keys to any University premises.

(9) Misconduct at University Sponsored/Related Activities

- (a) Violation of UCF rules of conduct at UCF sponsored related activities shall also be a violation of the golden rule.
- (b) Violations of a regulation(s) of a host institution sponsored/related activity shall be a violation of the golden rule.

(10) Controlled Substance and Drug Violations

- (a) Possessing, consuming, or attempting to possess cannabis in any amount, except as expressly permitted by law
- (b) Cultivating, manufacturing, or attempting to obtain cannabis in any amount, except as expressly permitted by law.
- (c) Possessing, consuming, cultivating, manufacturing, or attempting to possess any controlled substances other than alcohol, cannabis, , except as expressly permitted by law.
- (d) Selling or distributing cannabis or any other controlled substances and related paraphernalia, other than alcohol and alcohol-related paraphernalia, except as expressly permitted by law.
- (e) Possessing or attempting to possess any drug related paraphernalia, other than alcohol-related paraphernalia, except as expressly permitted by law.
- (f) Misconduct under the influence of controlled substance of alcohol.

(11) Alcoholic Beverages Violation

- (a) Possessing or consuming alcoholic beverages, or possessing or using alcohol-related paraphernalia, except as expressly permitted by the law and University Regulations and/or Policies.
- (b) Selling or distributing alcoholic beverages or alcohol-related paraphernalia, except as expressly permitted by law and University Regulations and/or Policies
- (c) Misconduct under the influence of alcohol
- (d) Alcohol Emergencies- University Expectations for Individuals.
 - 1. University of Central Florida students who receive medical attention due to alcohol-related emergencies may be exempt from disciplinary action as part of the conditions for alcohol emergencies after review by the Director of the Office of Student ~~Rights and Responsibilities~~Conduct. Students

eligible for exemption will be referred for assessment and follow-up services in lieu of the student conduct review process.

2. Students who receive medical assistance for alcohol emergencies may receive exemption for violations of the Rules of Conduct Section 11 subsections a, b, & c; however, exemption for other Rules of Conduct violations may not be granted. The Director of the ~~Office of Student Rights and Responsibilities~~Office of Student Conduct reserves the right to review each incident individually to determine whether the student will be exempt from disciplinary action. The Director of the ~~Office of Student Rights and Responsibilities~~Office of Student Conduct maintains the right to recommend additional requirements for students who are referred for assessment and fail to meet the requirements of their assessment. For subsequent incidents, appropriate interventions will be handled on a case by case basis.
3. Students who seek medical assistance on behalf of another intoxicated student may be exempt from disciplinary action for violations of the Rules of Conduct Section 11 subsections a, b & c. However, exemption for other Rule of Conduct violations may not be granted.
4. For parental notification regarding medical transports for alcohol-related incidents, refer to the Parental Notification Policy in the on the Office of Student Conduct website: <http://osc.sdes.ucf.edu/notification>.
5. Additional information regarding alcohol emergencies can be found through the ~~Office of Student Rights and Responsibilities~~Office of Student Conduct website: ~~<http://osrr.sdes.ucf.edu>~~<http://osc.sdes.ucf.edu/alcohol>.

(12) Possession of Weapons and/or Dangerous Material

- (a) The possession, use, or storage of weapons on property owned or controlled by the University or at events sponsored and/or supported by the University is prohibited, except as specifically outlined in University Policy 3-119.1 (Weapons on University Property and at University Events).
- (b) Possession or use of fireworks of any description, explosives, or chemicals which are disruptive, explosive, or corrosive are prohibited on University premises or at University sponsored/related activities.

(13) Instigation or Participation in Group Disturbances during Demonstrations, Parades, or Picketings

- (a) Participation in a demonstration(s), parade(s), or picketing which invades the rights of others, which interferes with the educational function of the University, or which jeopardizes public order and safety.
- (b) Leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area.

(14) Misuse of Computing and Telecommunications Resources

- (a) Theft or other abuse of computer facilities and resources
- (b) Unauthorized entry into a file, to use, read, or change the contents, or for any other purpose.
- (c) Unauthorized transfer of a file.
- (d) Use of another individual's identification and/or password.
- (e) Use of computing facilities and telecommunications resources to interfere with the work of another student, faculty member or University Official.
- (f) Use of computing facilities and telecommunications resources to send obscene or abusive messages.
- (g) Use of computing facilities and telecommunications resources to interfere with normal operation of the University computing system.
- (h) Use of computing facilities and telecommunications resources in violation of copyright laws.
- (i) Any violation of the University of Central Florida Use of Information Technology and Resources Policy.
- (j) Any violation of the University of Central Florida ResNet Acceptable Use Policy.

(15) Gambling

- (a) Play in an unlawful game of chance for money or for anything of value on University premises or at any affair sponsored by a student or student organization.
- (b) Unlawfully sell, barter or dispose of a ticket, order, or any interest in a scheme of chance by whatever name on University premises or at any affair sponsored by a student or student organization.

- (c) Wager on a University team or organization in a competition, with a direct influence in the success of the competition.

(16) University Student Residence Violations. Violation(s) of any Department of Housing and residence Life policy, rule or regulation published in hard copy or available electronically via Department of Housing and Residence Life website.

(17) University Wordmark Violations. Unauthorized use of the official University wordmark, Pegasus, monogram, seal, or other graphic identity symbol.

(18) Violation of Local, State, and/or Federal Laws. Violation of any local, state and/or federal law that may result in a felony or misdemeanor.

Authority: BOG Regulations 1.001 and 6.0105. History – Formerly 6C7-5.0042, New 6-18-09, Amended 7-19-12, 9-5-13, 11-20-14, _____-15.

Attachment D

UCF-5.009 Student Conduct Review Process; Sanctions

(1) Violation Reports. Alleged violations of the UCF Rules of Conduct shall be reported in writing to the Director of the ~~OSRR-OSC~~ or designee. Upon receiving an alleged violation of misconduct, the Director of the ~~OSRR-OSC~~ or designee may review relevant information and consult with relevant parties regarding the incident in question. In unusual cases, which dictate a decision for the welfare of any individual, the student body, or any part of the University or its community, the Director of the ~~OSRR-OSC~~ or designee, upon notifying the VP of SDES, may take immediate action to resolve the situation by placing the student on interim suspension. Such action is subject to review at a hearing within three (3) business days by the VP of SDES or designee to determine the status of the interim suspension. The outcome of an interim suspension hearing shall remain in effect until the final disposition of formal charges resulting from the circumstances of the case, unless the VP of SDES or designee shall decide otherwise.

- (a) The Director of the ~~OSRR-OSC~~ will refer all information warranting disciplinary action to the Office of Student Conduct. The Office of Student Conduct will send written notification to the charged student indicating the nature of the activity in question and what university rules were allegedly violated.
- (b) Upon receipt of an incident report the Office of Student Conduct has six months to charge a student with a violation of the Rules of Conduct. The Office of Student Conduct may exercise discretion when applying the time provision to account for circumstances that warrant a waiver of the six month time limit from the date of discovery.
- (c) Students charged with alleged violations of the Rules of Conduct will receive notice to attend a required preliminary conference with the Office of Student Conduct to discuss the charges. If the student fails to attend that conference, a hold may be placed on the student's record, preventing them from registering for future classes until the matter is resolved. Students who leave the university or withdraw from a class before a disciplinary matter is resolved may be prohibited from future enrollment until such time as the matter is resolved. The student will receive information regarding the Student Conduct Review Process, including the student's rights during the process, an opportunity to inspect and/or review the information known at the time charges are prepared, and notice on how to contact the Student

Government Association Judicial Advisor. At the conclusion of the meeting, the Office of Student Conduct recommends an option for resolution of the disciplinary charges. These options are dismissal, mediation, informal hearing, or formal hearing.

(2) Options for Resolution of Disciplinary Charges

- (a) Case Dismissal: The Director of the ~~OSRR~~ OSC or designee may dismiss a case if it is found to not have sufficient facts or information to substantiate the claim of misconduct, the accused person is not a student, or the action claimed as misconduct is not a violation of the rules of conduct.
- (b) Mediation: Depending on the nature and severity of the alleged violation, the Office of Student Conduct may recommend formal mediation through the Office of Student Rights and Responsibilities as an alternative to disciplinary action. The involved parties must each agree to mediation. Mediation is confidential. In mediation, the parties voluntarily meet with an impartial mediator to communicate their concerns and needs to each other and to reach their own agreement on the resolution of the case. The participants in mediation are responsible for keeping their agreement or renegotiating it, if necessary. In the event that the participants do not agree to mediate or mediate but do not reach a full and final resolution, the case will be referred back for disciplinary action through an informal or a formal hearing. Breach of a mediated agreement may result in a follow up mediation session or the matter may be referred back through the conduct process at the discretion of the Office of Student Conduct. Mediation will not be a resolution option for cases involving allegations of incidents of Sexual Misconduct.
- (c) Informal Hearing: At the discretion of the Office of Student Conduct, violations found not to warrant a formal hearing may be referred to an informal hearing. At the informal hearing the charged student has the opportunity to meet with an Office of Student Conduct staff member or designee and accept responsibility for the charges of violation of the Rules of Conduct. At the informal level the matter will be settled by the following outcomes: punitive sanction (disciplinary warning or disciplinary probation) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not resolved informally, the case will be resolved through a formal hearing. The outcomes from an informal hearing process (decision of

responsibility and recommended sanctions) are final and are not eligible to be appealed (UCF-5.010).

- (d) Formal Hearing: If an alleged violation of the Rules of Conduct is not dismissed or otherwise resolved, then the Office of Student Conduct shall present in writing formal charges to the student. The charged student may request either a panel or administrative hearing. The charged student's hearing shall be open only to the charged student, his/her advisor, the hearing body, witnesses (when called upon), and a representative from the Office of Student Conduct. In cases of alleged Academic Misconduct, the student is required to have an academic integrity panel hearing as stated in UCF-5.015.

Formal notification shall include:

1. The student's name and address.
2. Date, time and location of the formal hearing.
3. The rule(s) of conduct allegedly violated as known at the time formal charges are prepared.
4. Names of potential witnesses known at the time formal charges are prepared.
5. A description of any physical or written documentation known at the time charges are prepared.

(3) Formal Hearings.

There are two types of formal hearings – panel hearings and administrative hearings.

(a) Panel Hearings.

1. A panel to consider an individual case shall be randomly selected by the Office of Student Conduct from the Student Conduct Board and shall consist of two (2) faculty and administrative staff members combined, and two (2) student members. One panel member shall be selected by the Office of Student Conduct to chair the hearing and report the finding(s) and recommended sanctions, if any, to the Director of the ~~OSRR~~ OSC or designee.
2. At hearings conducted by a panel, an Office of Student Conduct staff member shall act as an advisor to the panel. The Director of the ~~OSRR~~ OSC or designee shall receive the panel's proposed finding(s) as to "in violation" or

"not in violation" of the Rules of Conduct, and consider any sanctions proposed by the panel.

3. The Director of the ~~OSRR~~ OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the OSRR or designee accepts the proposed finding(s) of "in violation," they may approve, mitigate or increase the sanctions proposed by the panel.
4. Any decision by the Director of the ~~OSRR~~ OSC or designee to alter proposed sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

(b) Administrative Hearings

1. Administrative hearings shall be conducted by one faculty or staff member randomly selected by the Office of Student Conduct from the Student Conduct Board. The charged student shall be informed of the hearing officer assigned to his/her case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The student shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a student has opted not to challenge the impartiality of a hearing officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled. Administrative Hearings are not an option in cases of alleged Academic Misconduct.
2. At hearings conducted by an administrative hearing officer, an Office of Student Conduct staff member shall act as an advisor to the administrative hearing officer. The Director of the ~~OSRR~~ OSC or designee shall receive the administrative hearing officer's proposed finding(s) as to "in violation" or "not in violation" of the Rules of Conduct, and consider any sanctions proposed by the administrative hearing officer.
3. The Director of the ~~OSRR~~ OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the ~~OSRR~~ OSC or designee accepts the proposed

finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.

4. Any decision by the Director of the ~~OSRR~~OSC or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (c) Conduct of Formal Hearings - the following is furnished as a guide to the sequence of events in a formal hearing. Please note that all formal hearing proceedings are recorded. The recording is part of the official record of the formal hearing and no other recordings are permitted.
1. Reading of charges.
 2. Student response of “in violation” or “not in violation.”
 3. Presentation of information in support of the charges.
 4. Opening statement by the charged student.
 5. Questioning of the charged student by the hearing body.
 6. Presentation and questioning of witnesses in support of the charges.
 7. Presentation and questioning of witnesses by the charged student.
 8. Final questions of the charged student by the hearing body.
 9. Closing remarks by the charged student.
 10. Hearing is brought to a close; student is invited to await announcement of the proposed finding(s) and recommended sanction(s), if any.
- (d) Deliberations by the panel or the administrative hearing officer are not part of the hearing and are confidential. Deliberations occur after the closure of the hearing and are not recorded. Following deliberations, the panel or the administrative hearing officer will announce to the student the proposed finding(s) and proposed sanction(s), if any. The announcement of the proposed finding(s) and proposed sanction(s), if any, will be recorded as part of the official case record.
- (e) Case Record for Formal Hearing - The case record shall consist of the following items:
1. A copy of the formal charges in writing.
 2. A recording of the formal hearing.

3. A recording of the announcement of the proposed finding(s) and proposed sanctions, if any.
4. All staff memoranda submitted.
5. All items of physical or written documentation submitted, provided such items are not returned to a rightful owner. In that case, photographs or other facsimiles shall be made before return.
6. The proposed finding(s) and sanction(s) by the hearing panel or administrator, if any.
7. The Director of the ~~OSRR's~~ OSC's or designee's decision.

(4) Student Rights in the Student Conduct Review Process.

The following rights shall be explained to each charged student prior to the commencement of any formal disciplinary hearing:

- (a) The charged student shall be afforded reasonable written notice, at least five (5) business days prior to the formal hearing, unless waived in writing. Written notice sent to the charged student's electronic and/or physical address listed in the Registrar's records shall constitute full and adequate notice. Written notice shall include:
 1. The student's name and address.
 2. Date, time and location and nature of the proceeding of the formal hearing.
 3. The rule(s) of conduct allegedly violated as known at the time formal charges are prepared.
 4. Names of potential witnesses known at the time formal charges are prepared.
 5. A description of any written or physical documentation known at the time charges are prepared.
- (b) The student may have, at his or her own expense and initiative, an advisor present at the hearing. It is the student's responsibility to make appropriate arrangements for the advisor to attend the hearing, and the hearing shall not be delayed due to scheduling conflicts of the chosen advisor. The advisor may be present to advise the student but shall not speak for or present the case for the student or otherwise participate directly in the proceeding. A student organization may consult with their advisor at any time during the hearing. This consultation must take place in a

manner that does not disrupt the proceedings. A student organization's advisor must not be connected to the actual conduct case or a related case. In addition, an advisor may not serve as a witness. If the advisor does not adhere to their defined role in the student conduct review process, they may be removed from the hearing. The Office of Student Conduct shall maintain a list of impartial advisors and resources available to the student.

- (c) All hearings shall be conducted on the basis that the charged student is not in violation until the preponderance of evidence proves otherwise. At a hearing, the technical rules of evidence applicable to civil and criminal cases shall not apply. The burden of proof in a student conduct hearing is not on the student charged with a violation of the Rules of Conduct.
- (d) The student may inspect any information presented in support of the charges at least three (3) business days before the formal hearing. Information may be presented in support of the student. The University also has the right to review any information the student intends to use at least three (3) business days before the formal hearing.
- (e) The university cannot compel any person to attend a formal hearing. However, all parties may arrange for witnesses to voluntarily present relevant information during the proceeding. Pertinent information may be accepted as information for consideration by the person or body conducting the hearing. The student may hear and question adverse witnesses who testify at the hearing.
- (f) The student shall not be forced to present self-incriminating information; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The University's formal hearing is not a criminal or judicial proceeding and is designed to address student behavior; therefore, alleged violations of the UCF Rules of Conduct will be addressed independently of any outcome imposed by the courts for the criminal offense.
- (g) The proposed finding, as well as the Director of the ~~OSRR's~~ OSC's or designee's determination, of "in violation" or "not in violation" on the charges shall be based solely on the information presented at the formal hearing.
- (h) Should the proposed finding of the hearing body be that the student is in violation, prior conduct history will then be reviewed and may affect proposed sanctioning.

- (i) The results of any formal hearing shall be made available to the student within seven (7) business days following the hearing (deadline can be extended by mutual agreement of the charged student and the Director of the ~~OSRROSC~~'s or designee). For academic integrity cases, the results of any formal hearing shall be made available to the student within fourteen (14) business days following the hearing.
- (j) The student's enrollment status shall remain unchanged pending the University's final agency action in the matter, except in cases where the VP of SDES or designee determines that the safety, health, or general welfare of the student, any individual, or any part of the University may be involved.

(5) Additional Procedures in Cases of Sexual Misconduct. Where a student is charged with Sexual Misconduct, the procedures outlined in UCF-5.006(9)(e) will apply in addition to the procedures of the Student Conduct Review Process.

(56) Sanctions.

- (a) Disciplinary Warning- An official warning that the student's behavior is in violation of the UCF Rules of Conduct, and that if the student is subsequently found in violation of a rule while on disciplinary warning; subsequent action may be more severe.
- (b) Disciplinary Probation- Disciplinary probation status shall be for a specific length of time in which any further violation of the rules of conduct puts the student's status with the University in jeopardy. If the student is found "in-violation" for another violation of the rules of conduct, while on disciplinary probation, more severe sanctions may be imposed such as suspension or expulsion. Restrictive conditions may be imposed and vary according to the severity of the offense. While on disciplinary probation, restrictive conditions may include, but may not be limited to the following: loss of good standing, which may become a matter of record; denial of the privilege to occupy a position of leadership or responsibility in any University student organization, publication, or activity, or ability to represent the University in an official capacity or position; trespass of University facilities or other areas of campus or contact with another specified person(s). Under disciplinary probation, the student may continue to attend classes and is given a chance to show capability and willingness to live in accordance with University rules. However, if the student

is subsequently found in violation of a rule while on disciplinary probation, the University may suspend or expel the student from the University. While on Disciplinary Probation, a hold will be placed on a student's record for record keeping purposes.

- (c) Disciplinary Suspension- A student involved in an offense warranting consideration of action more serious than disciplinary probation or one involved in repeated misconduct may face suspension. During the period of suspension, a student may not be enrolled in classes, participate in University related activities, whether they occur on or off campus. A student under disciplinary suspension may not otherwise be present on University premises unless authorized in writing in advance under conditions approved by the Director of the ~~OSRROSC~~. In determining if and to what extent suspended students shall be authorized to be on University premises, the Director of the ~~OSRROSC~~ or designee shall consider whether the suspension creates an undue hardship on the suspended student in regard to considerations that include, but are not limited to, the medical needs of the student. An overlay will be placed on a student's record during the period of suspension. Further, while on disciplinary suspension, a hold will be placed on a student's record for record keeping purposes. All assigned educational sanctions must be completed prior to the conclusion of disciplinary suspension; otherwise the disciplinary suspension will remain in effect.
- (d) Disciplinary Expulsion- Expulsion is a sanction which removes the student from his/her academic program and permanently separates a student from the University of Central Florida without opportunity to graduate or re-enroll at the university in the future. An overlay will be permanently placed on the student's record. Further, a hold will be permanently placed on a student's record for record keeping purposes.
- (e) Educational Sanctions- In conjunction with a sanction listed above, a student found to have been in violation of any of the Rules of Conduct will be assigned educational requirements such as, but not limited to, reflective/research papers, classes/seminars, community service, interviews, etc. If a student has any outstanding educational requirements at the conclusion of disciplinary probation or suspension, a student's disciplinary probation or suspension status and hold will remain in effect pending the completion of the educational requirements.

*Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.0041, New 6-18-09.
Amended 9-5-13, 3-5-15, _____-15.*

Attachment E

UCF-5.010 Student Conduct Appeals**(1) Appeals Within the Student Conduct Review Process**

- (a) Students found in violation as a result of a formal hearing may appeal the finding(s) and sanction(s) imposed. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date the student was notified of the decision by the Director of the ~~OSR~~OSC or designee. The appeal form can be found at <http://osc.sdes.ucf.edu/processresources>.
- (b) Students may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
 - 1. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.
 - 2. Discovery of new and significant information that could have affected the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
 - 3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, the student must state the reason(s) for appeal, the supporting facts, and the recommended solution. This is not a re-hearing of the conduct case. An appeal cannot be filed simply because a student is dissatisfied with the decision. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of an appeal.
- (d) The Appellate Officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision and sanction(s) or do one of the following:
 - 1. If the student alleges that the sanction was disproportionate to the violation(s) and the Appellate Officer finds the sanction to be disproportionate, the Appellate Officer may reduce the sanction.
 - 2. If the student alleges that there was a defect in procedure or new information was presented which was sufficiently substantial to have affected the outcome, the Appellate Officer will order a new hearing.

- (e) The student shall receive a written decision to the appeal. There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time. Decisions of the ~~VP of SDES or designee~~ Appellate Officer reflect final agency action.
- (f) The Office of Student Conduct cannot place an overlay on the student's record until the appeal decision is completed or if the student chooses not to appeal. At such time, if appropriate, a hold and/or overlay, is placed on the student's record. If the Appellate Officer upholds the original findings, the effective date of any disciplinary sanction(s) imposed will revert back to the date of the Director of the ~~OSRR's~~ OSC's or designee's final decision letter.

(2) Appeals Within the Student Conduct Review Process —~~Victims~~ Complainants

- (a) ~~Victims~~ Complainants of sexual assault, dating violence, domestic violence, and stalking may appeal the finding(s) and sanction(s) imposed of a student conduct formal hearing. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date both the charged student and victim were notified of the decision by the Director of the ~~OSRR's~~ OSC or designee. The appeal form can be found at <http://osc.sdes.ucf.edu/processresources>.
- (b) ~~Victims~~ Complainants may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
 1. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.
 2. Discovery of new and significant information that could have affected the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
 3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, one must state the reason(s) for appeal, supporting facts, and the recommended solution. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of the appeal.

- (d) The Appellate Officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision and sanction(s) or do one of the following:
 - 1. If the ~~victim~~complainant alleges that the sanction was disproportionate to the violation(s) and the Appellate Officer finds the sanction to be disproportionate, the Appellate Officer may alter the sanction.
 - 2. If the ~~victim~~complainant alleges that there was a defect in procedure or new information was presented which was sufficiently substantial to have affected the outcome, the Appellate Officer will order a new hearing.
 - (e) The victim and charged student shall receive a written decision to the appeal concurrently. There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time. Decisions of the ~~VP of SDES or designee~~ Appellate Officer reflect final agency action.
- (3) Disciplinary Sanction Review Request (Probation/Suspension)
- (a) Upon completion of one semester of disciplinary probation and one semester of disciplinary suspension, and completion of all educational requirements, a student has the opportunity to request a review of their disciplinary probation or disciplinary suspension status through the Community ReEngagement and Educational Development (CREED) Program.
 - (b) Requests should be submitted to the Director of the ~~OSRROSC~~ or designee via an online ~~Disciplinary Sanction Review~~ CREED Program request submission form available at www.osc.sdes.ucf.edu. This request can only be submitted once a semester.
 - (c) The CREED Program is designed for a student to have the opportunity to demonstrate that in the period following a violation of the Rules of Conduct, they have taken steps to become a productive and engaged member of the UCF community. This request is intended to provide a student with the opportunity to discuss in writing what they have done to proactively address their behavior while on disciplinary probation or disciplinary suspension.

- (d) In considering this request, ~~a student should provide information showing how they have been going above and beyond the basic requirements of their sanction(s)~~ a student should complete all outlined requirements of the CREED Program which can be reviewed online at www.osc.sdes.ucf.edu. Students that simply fulfill the minimum requirements of their sanction(s) will not be ~~subject~~eligible for ~~a disciplinary sanction review~~ the CREED Program.
- (e) A CREED Program application request for disciplinary sanction review should include information such as the following:
1. Reflection Essay~~Positive change in ethical decision making and personal accountability~~
 2. Faculty/Staff/Advisor (Academic or Organization) Letter of Recommendation~~Proof of counseling or assessment (if applicable)~~
 3. Community Service~~Involvement in educational programs and academic progress~~
 4. Residential Life Letter of Support (On-Campus or Affiliated Residential Students only)~~Community involvement and service~~
 5. Proof of Counseling/Assessment (if applicable)
 6. Academic Progress (if applicable)
 7. Termination of Probation Letter (Admission Clearance Only, and if applicable)
- (f) Upon receipt of the ~~CREED Program packet~~request, the Director of the ~~OSRR~~ OSC or designee will review to determine whether or not the student meets criteria for review. If the Director of the ~~OSRR~~OSC or designee agrees that the student's request meets any or all of the above mentioned criteria, the student will be contacted within fourteen (14) business days to schedule a "~~disciplinary sanction review meeting~~CREED review meeting" with a committee appointed by the Director of the ~~OSRR~~OSC or designee, comprised ~~of an equal number~~ of faculty, staff and students.
- (g) Prior to this meeting, the committee will have reviewed the submitted packet and will prepare 10-15 questions for the student to address, as well as provide the student with the opportunity to further discuss why the disciplinary probation or

~~suspension status should be altered or terminated. At this meeting, the student will have the opportunity to further discuss with the committee why their disciplinary probation and/or suspension status should be altered or terminated.~~ No alterations

shall be made to include new or increased sanctions. Should the committee feel that further information and/or documentation is necessary in order to render a recommendation, the review may be temporarily recessed. A time frame of not more than two (2) weeks will be given to the student to produce requested information and/or documentation. Upon receipt of the requested information and/or documentation, the committee will reconvene the review with the student.

- (h) After the meeting, the committee will issue a recommendation to the Director of the ~~OSRROSC~~ or designee. The Director of the ~~OSRROSC~~ or designee will provide a decision to the student in writing within five to seven (5-7) business days of receiving the recommendation.
- (i) If the request is denied by the Director of the ~~OSRROSC~~ or designee the decision shall include a concise and explicit written statement that explains the basis for that decision and suggested action items for the student's success.
- (j) There is no appeal process for a CREED Review Meeting decision ~~Disciplinary Sanction Review~~.

(4) Sealing of Records

- (a) A student's conduct record is eligible to be sealed if the incident(s) in question are minor and do not result in suspension or expulsion and where further violations would not likely result in suspension or expulsion from the university.
- (b) A student conduct record may be sealed upon the successful submission and review of appropriate paperwork to the Office of Student Conduct.
- (c) The factors influencing the decision by the Director of the ~~OSRROSC~~ for sealing are the severity of the violation, effect of the violation on the University community, sanctions applied, completion of sanctions, and ethical development demonstrated by the student.
- (d) There is no appeals process regarding student conduct record sealing.

*Authority: BOG Regulations 1.001 and 6.0105. History – Formerly 6C7-5.00431, New 6-18-09.
Amended 3-5-15, _____-15.*

Attachment F

UCF-5.011 Scope; Authority; Principles of Group Responsibility; Violations of Law and Rule of Conduct Violations; ~~Definitions~~; Student Organizational Conduct Records

(1) Scope

- (a) The organizational conduct regulations (UCF-5.011, 5.012, and 5.013) shall apply to all student organizations of the University, including those at its regional campuses and/or at off campus instructional sites, and shall be deemed a part of the terms and conditions of student organization registration. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida, including when students come together as student organizations. The Organizational Rules of Conduct, set out below, apply to student organization conduct and will not be used to impose discipline for the lawful expression of ideas. Specific restrictions on time and place of meetings and assemblies are found in other University regulations or policies.
- (b) The Organizational Rules of Conduct apply to all student organizations for conduct that occurs:
 - 1. on University premises; or
 - 2. during or while participating in University and/or organization sponsored or related activities; or
 - 3. during school sessions, holidays, breaks, and university closures; or
 - 4. against students or non-students.
- (c) The University may take action against a student organization for off-campus conduct if the conduct is specifically prohibited by law or the Organizational Rules of Conduct; or if the conduct poses (or demonstrates that the student organization's continued recognition at the University poses) a danger to the health, safety or welfare of the University community; or if the conduct is disruptive to the orderly processes and functions of the University.

(2) Authority

- (a) The Florida Board of Governors Regulation 6.0105 requires each university to establish a Student Disciplinary System, including a code of conduct, to apply to student disciplinary proceedings.
- (b) These regulations shall ensure a fair and impartial process in student organizational disciplinary proceedings and guarantee the integrity of the university.

- (c) Generally, authority necessary to enforce the organizational student conduct regulations is vested in the Vice President for Student Development and Enrollment Services or designee. Selected functions of this authority are shared with faculty, staff and students. Some functions of student conduct administration are assisted through review boards.

(3) Definitions. Definitions for terms used in this section, as well as in the Organizational Conduct Review Process, are located in UCF-5.007(4).

- ~~(a) — The term “Advisor” refers to the one person of the charged student organization’s choice who may assist and/or accompany the charged student organization throughout the Student Organization Conduct Review Process. An Advisor shall not speak for or present the case on behalf of the charged student organization.~~
- ~~(b) — The term “Charged student organization” means any student organization that is charged with a violation of the Organizational Rules of Conduct.~~
- ~~(c) — The term “Director of the OSRR” refers to the Director of the Office of Student Rights and Responsibilities.~~
- ~~(d) — The term “University community” refers, collectively and individually, to students, University officials, Trustees, and all visitors, contractors and guests to the University or any of its campuses, facilities or events.~~
- ~~(e) — The term “Off campus” refers to any location not defined as University premises.~~
- ~~(f) — The term “Preponderance of evidence” means that evidence, considered as a whole, shows that the fact sought to be proved is more probable than not. This is the standard used in resolving all disciplinary cases within the Student Conduct Review Process.~~
- ~~(g) — The term “Sanction” refers to outcome(s) imposed on student organizations found in violation of the Organizational Rules of Conduct.~~
- ~~(h) — The term “Student” means any person continuously enrolled in one or more classes at the University, either full time or part time, including study abroad, pursuing undergraduate, graduate or professional studies.~~
- ~~(i) — The term “Student Conduct Board” means any person or persons authorized by the Director of the OSRR or designee to gather information and make proposed findings regarding whether a student organization has violated the Organizational Rules of Conduct and to propose sanctions that may be imposed. Board members~~

~~are selected through an annual application and interview process with the exception of the justices from the Student Government Association Judicial Council. All Student Conduct Board members, including justices, receive extensive training from the Office of Student Conduct.~~

~~(k) The term “University” means the University of Central Florida.~~

~~(l) The term “University official” is any person employed by the University (i.e. faculty, staff, administration, and residence hall staff) acting within the scope of their job duties.~~

~~(m) The term “University premises” includes all land, buildings, facilities, and other properties in the possession of or owned, used, or controlled by the University.~~

~~(n) The term “VP of SDES” refers to the Vice President of Student Development and Enrollment Services.~~

(4) Principles of Group Responsibility. Any student organization can be held responsible for its actions or the actions of one or more of its members (active or inactive). There is no minimum number of group members who must be involved in an incident before disciplinary action may be taken against the organization. In some instances, the conduct of a single member may provide sufficient grounds for action against the entire organization. Misconduct on the part of the organization may be addressed when:

- (a) Members of the organization act together to violate University standards of conduct;
- (b) One or more members, alumni, or guests allegedly violate an Organizational Rule of Conduct at an organization-sponsored, financed, or otherwise supported activity;
- (c) One or more members of an organization or its officers has knowledge of the incident, behavior, etc. and fails to take corrective or prohibitive action before such incident, behavior, etc. occurs or fails to stop such incident, behavior, etc. while it is occurring;
- (d) A violation occurs on premises and/or transportation owned, operated, or rented exclusively by the student organization;
- (e) A pattern of individual violations has occurred and/or continues to occur without adequate control, response, or sanction on the part of the student organization or its leaders;
- (f) The student organization or related activities provided the context for the violation;

- (g) The student organization chooses to protect one or more individual offenders who are members, alumni, former members, or guests of the student organization from official actions.

(5) Alcohol Emergencies. The University of Central Florida highly encourages student organizations to call for medical assistance whenever an individual experiences severe intoxication or serious injury after consuming alcohol. Student organizations may be reluctant to call for help for themselves or others due to potential involvement from the UCF Police Department or the Office of Student Conduct. Due to the serious or life-threatening nature of these medical emergencies, the University of Central Florida urges students to contact emergency medical services or the UCF police department if alcohol-related medical emergencies arise. The university's primary goal is to create a safe environment for its student organizations. Procedures and expectations regarding these incidents have been outlined in the Organizational Rules of Conduct Alcoholic Beverages.

(6) Violations of Law and Rule of Conduct Violations. Students who commit offenses against the laws of municipalities, states, or the United States are subject to prosecution by those authorities and may be subject to disciplinary action by the University when their conduct violates institutional standards. Students shall not be forced to present self-incriminating evidence; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The Student Organization Conduct process is not a criminal or judicial proceeding and is designed to address student organization behavior as outlined in the Principles of Group Responsibility, above; therefore, alleged violations of the Organizational Rules of Conduct will be addressed independently of any penalty imposed by the courts for the criminal offense.

(7) Student Organizational Conduct Records

- (a) Maintenance of Records. A student organizations conduct case record will be maintained in the Office of Student Conduct. The case record of a student organization found responsible for charge(s) against them, with sanctions less than suspension or revocation, will generally be maintained in the Office of Student Conduct for seven years from the calendar year of record, after which they are destroyed. The case record of a student organization that has been suspended or whose registration has been revoked will be permanently maintained by the Office of Student Conduct.

- (b) Release of Records. The release of student organization disciplinary records will be governed by applicable federal and state laws regarding the privacy of educational records.

Authority: BOG Regulations 1.001 and 6.0105. History – New 10-16-09. Amended 7-19-12, 9-3-13, _____-15.

Attachment G

UCF-5.012 Organizational Rules of Conduct

Student organizations are expected to abide by these Organizational Rules of Conduct, and administrators and faculty are expected to enforce them. These rules should be read broadly and are not intended to define prohibited conduct in exhaustive terms. These rules may be revised during the year; announcements will be made on adoption of changes or additions. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida, including when students come together as student organizations. The Organizational Rules of Conduct, set out below, apply to student organization conduct and will not be used to impose discipline for the lawful expression of ideas. The following is a non-exhaustive list of prohibited conduct for which disciplinary action may be taken at the University of Central Florida. The following offenses, or the aiding, assisting, condoning, or attempting to commit these offenses, constitute violations of the Organizational Rules of Conduct.

(1) Theft, Disregard for Property

- (a) Malicious or unwarranted damage or destruction of another's property;
- (b) Taking, attempting to take, or keeping in its possession property or services not belonging to the student organization.
- (c) Misuse or mishandling of organizational funds by any officer, member, or other individual.

(2) Possessing and/or Providing False and Misleading Information and/or Falsification of University Records

- (a) Withholding related information, or furnishing false, misleading, incomplete, or incorrect information (oral or written) to University officials, non-university law enforcement officers, faculty or staff.
- (b) Possession, use or attempted use of any form of fraudulent identification.
- (c) Forgery, alteration or misuse of any University document, material, file, record or instrument of identification.
- (d) Deliberately and purposefully providing false or misleading verbal or written information about another person.
- (e) Falsification, distortion, or misrepresentation of information during the Student Conduct Review Process, including knowingly initiating a false complaint

(3) Disruptive Conduct

- (a) An act that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the University or any part thereof or the rights of ~~other members of the University community~~ one or more individuals.
- (b) Obstructing the free movement of other students around the campus, interfering with the use of University facilities, preventing the normal operation of the University; or conducting any event that interferes with the normal progress of academic events on campus.
- (c) Engaging in obscene or indecent conduct.
- (d) Failure to comply with the administrative policies as enacted by the University.
- (e) Failure to comply with the directions of University officials or authorized agents acting in the performance of their duties. Student organization officers and members shall comply with all directions or requests of University officials, University police officers or authorized agents in a timely manner.
- (f) Hindering or interfering with the Organizational Conduct Review Process by failing to obey the notice from a university official to appear for a student conduct meeting or hearing and/or attempting to discourage an individual's proper participating in, or use of, the Organizational Conduct Review Process.
- (g) Failure to comply with the student organization's constitution.
- (h) Participating in any event with a student organization that is currently on disciplinary probation (with restrictive conditions), has been suspended, or has had their UCF registration revoked.

(4) Harmful Behavior

- (a) Physical violence towards another person or group.
- (b) Harassment: Defined as conduct (including written or electronic communication) based on a protected category (such as race, color, religion, national origin, et al.) which, due to the severity and pervasiveness of the conduct and its targeted nature on the basis of a protected category, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive educational or work environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's schooling or employment with the

University. Harassment under this provision is conduct (verbal or physical behavior) that would constitute harassment under federal or state civil rights laws or under University Regulation UCF-3.001.

- (c) Bullying: Defined as behavior of any sort (including communicative behavior) directed at another, that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person in the target's position substantial emotional distress and undermine his or her ability to work, study, or participate in University life or regular activities, or which would place a reasonable person in fear of injury or death.

~~Bullying: Defined as behavior (including written, visual, electronic or oral means) that is intentional and repeated, or meant to be done in humor or in jest, that results in the intimidation, injury, or distress of another individual physically, mentally, or socially. Bullying, however, is not speech or conduct otherwise protected by the 1st First Amendment of the United States Constitution and any other applicable law.~~

- (d) Verbal or written abuse, threats, intimidation, coercion and/or other conduct that endangers the health, safety or well-being of another person or group, or which would place a reasonable person in the victim's position in fear of bodily injury or death. This definition, however, shall not be interpreted to abridge the rights of the University community to freedom of expression protected by the First Amendment of the United States Constitution and any other applicable law.
- (e) Failure to respect the privacy of other individuals.
- (f) Retaliation against or harassment of complainant(s), ~~or~~ other person(s) alleging misconduct, or anyone who participates in an investigation of harassment.
- (g) Condoning or encouraging acts of harmful behavior as defined above or failing to stop an act of harmful behavior while it is occurring.

(5) Sexual Misconduct

- (a) Any nonconsensual sexual conduct or attempted nonconsensual sexual conduct which occurs on or off the UCF campus.

1. Consent, to be valid, must be an affirmative act or statement by each person that is informed, freely given and mutually understood. A

determination of whether consent exists will be based on the information the initiator of the sexual act knew or should have known as a sober, reasonable person. Being intoxicated does not relieve an initiator of a sexual act from obtaining consent:

- a. It is the responsibility of each person involved in any sexual activity to ensure that he or she has the affirmative consent of the other, or others, to engage in the sexual activity.
 - b. The existence of a dating or sexual relationship between the persons involved, or the fact of past sexual relations is not indicator of consent for any current or future sexual encounter.
 - c. Consent cannot be obtained by force, threat, coercion, manipulation, reasonable fear of injury, intimidation, use of position of influence, or through the use of one's mental or physical helplessness or incapacity.
2. Consent must be ongoing throughout a sexual activity, for each sexual act, and can be revoked at any time.
- a. Within each sexual encounter, there may be separate individual sexual acts involved.
 - b. Consent to one act by itself does not constitute to another act.
 - c. If verbal consent is not given, ongoing active participation is required for consent.
 - d. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
 - e. Lack of protest or resistance is not consent
 - f. Silence is not consent.
 - g. Consent can be withdrawn at any time as long as the withdrawal is clearly communicated by the person withdrawing consent through words or actions.
3. If a person is mentally or physically incapacitated so that the person cannot understand the fact, nature, or extent of the sexual situation, there is no consent.

- a. Incapacitation is a temporary or permanent state in which a person cannot make informed, rational judgments because the person lacks the physical or mental capacity to understand the nature or consequences of their words and/or conduct, and/or the person is unable to physically or verbally communicate consent.
 - b. This includes but is not limited to conditions due to age, alcohol or drug consumption, being unconscious or asleep, or because of an intellectual or other disability that prevents the person from having the capacity to give consent
- ~~1. — Consent, to be valid, must be: freely and actively given; and in mutually understandable words or actions.~~
 - ~~2. — Consent to one form of sexual activity can never imply consent to other forms of sexual activity.~~
 - ~~3. — Consent is not the lack of resistance; there is no duty to fight off a sexual aggressor.~~
 - ~~4. — Consent can be withdrawn at anytime, as long as the withdrawal is clearly communicated by the person withdrawing consent through words or actions.~~
 - ~~5. — A person shall not knowingly take advantage of another person who is under 18 years of age, mentally defective, under the influence of prescribed medication, alcohol or other chemical drugs, or who is not conscious or awake, and thus is not able to give consent as defined above. Further, a person shall not physically or verbally coerce another person to engage in any form of sexual conduct, to the end that consent as defined above is not given.~~
- (b) Obscene or indecent behavior, which includes, but is not limited to, exposure of one's sexual organs or the lewd display of sexual behavior.
 - (c) Sexual Harassment: defined as conduct (verbal or physical) of a sexual nature that, due to the severity and pervasiveness of the conduct and the targeted nature of the conduct on the basis of sex, creates an objectively intimidating, hostile, or offensive campus, educational, or working environment for another person.

This definition also applies to unwanted, unwelcome, inappropriate, or irrelevant sexual or gender-based activities, sexual advances, or requests for sexual favors, when (i) submission to such conduct is made either explicitly or implicitly a term or condition of a student's academic or extracurricular participation, or employment; or (ii) submission to or rejection of such conduct or request is used as the basis for employment decisions or to determine participation in academic or extracurricular activities. Sexual harassment under this provision is conduct (verbal or physical behavior) that would constitute sexual harassment under federal or state civil rights laws or under University Regulation UCF-3.001.

- (d) Condoning or encouraging acts of sexual misconduct ~~as defined above~~ or failing to stop an act of sexual misconduct while it is occurring.

(6) Alcohol Related Misconduct

- (a) Use and/or possession of alcoholic beverages, except as expressly permitted by law and University regulations/policies.
- (b) Sale and/or distribution of alcoholic beverages, except as expressly permitted by the law and University regulations/policies.
- (c) Furnishing or causing to be furnished any alcoholic beverage to any person under the legal drinking age.
- (d) Behavior under the influence of alcohol.
- (e) Furnishing or causing to be furnished any alcoholic beverage to any person in a state of noticeable intoxication.
- (f) Failure of a student organization to take all necessary steps to see that no person under the legal drinking age possesses alcoholic beverages at functions it sponsors or within any property or transportation it owns, operates, and/or rents.
- (g) Alcohol Emergencies- University Expectations for Student Organizations. Student organizations may be eligible for exemptions from disciplinary action when a representative of an organization at a student organizational event calls for emergency assistance on behalf of a person experiencing an alcohol related emergency. Student organizations that seek medical assistance for alcohol emergencies may receive exemption for violations of the Organizational Rules

of Conduct Section 6 subsections a through f; however, exemption for other Organizational Rule of Conduct violations may not be granted. Student organizations may be eligible for this exemption on a case by case basis at the discretion of the Director of the ~~Office of Student Rights and Responsibilities~~Office of Student Conduct. Additional information regarding alcohol emergencies can be found at the ~~Office of Student Rights and Responsibilities~~Office of Student Conduct website: <http://osrr.sdes.ucf.edu>.

(7) Drug Related Misconduct

- (a) Use and/or possession of any narcotic or other controlled substances, and possession and/or use of drug paraphernalia, except as expressly permitted by law.
- (b) Sale and/or distribution of any narcotic or other controlled substances, except as expressly permitted by law.
- (c) Cultivation and/or manufacture of any narcotic or other controlled substances, except as expressly permitted by law.
- (d) Attempt to obtain any narcotic or other controlled substances, except as expressly permitted by law.

(8) Unauthorized Entry. Unauthorized entry, attempted entry, or loitering in private or restricted areas that are owned and/or operated by the University.

(9) Gambling

- (a) Play or sponsor of an unlawful game of chance for money or for anything of value on University premises or at any affair sponsored by a student organization.
- (b) Unlawful sale, barter, or disposition of a ticket, order, or any interest in a scheme of chance by whatever name on University premises or at any activity sponsored by a student organization
- (c) Wagering on a University team or organization in a competition, with or without intent to have a direct influence in the success of the competition

(10) Hazing- The University does not condone hazing in any form and defines hazing to include but not limited to:

- (a) Any action or situation which recklessly or intentionally endangers the mental or physical health and/or safety of a student for the purpose of initiation or admission into, or association with, any organization. Hazing may result in felony charges.
 - (b) Brutality of a physical nature such as whipping, beating, branding, forced calisthenics, exposure to the elements; forced consumption of any food, liquor, liquid, drug, or other substances; or other forced elements; or other forced activity which could adversely affect the mental or physical health or safety of the individual.
 - (c) Any activity that could subject the individual to mental or physical stress such as sleep deprivation, forced exclusion from social contact, forced contact which could result in embarrassment, or any other activity that could adversely affect the mental or physical health or dignity of the individual.
 - (d) Forcing or requiring the violation of University policies, federal, state, or local law.
 - (e) Any activity, as described above, upon which the initiation or admission into or association with a student organization may be directly or indirectly conditioned, shall be presumed to be a "forced" activity, the willingness of an individual to participate in such an activity notwithstanding.
- (11) Outstanding Debt. Failure to pay on and off campus vendors in a timely manner. Groups shall not knowingly enter into purchase or rental agreements that are beyond the resources of the organization's ability to pay. The University will not cover outstanding debts of student organizations.
- (12) Use of Facilities. Failure to comply with University regulations and procedures for campus events and/or use of campus facilities or grounds. Those individuals acting on behalf of an organization that reserve facilities should check with the University department or office responsible for the facility to guarantee that all procedures have been followed.
- (13) Fire Safety and Sanitation
- (a) Tampering with or damage to fire safety equipment.

- (b) Causing, condoning, or encouraging the creation of any situation involving incendiary or other chemicals or substances, explosives, or fire that reasonably may result in danger to another's person or property.
- (c) Possession or use of illegal fireworks, incendiary devices, or dangerous explosives.
- (d) Failure to properly maintain a student organization's facilities or property (or surrounding property) such that a potential danger to the health and safety of the occupants or members of the University and surrounding community is created.

(14) Advertising

- (a) Origination or circulation of any advertising media that contains matter that violates federal, state and/or local laws.
- (b) Origination or circulation of any advertising media containing false or misleading information, ~~or obscene language or patently offensive material.~~

(15) Solicitation and Fundraising. Failure to comply with applicable law and University regulations and procedures for solicitation and fundraising activities on campus.

(16) University Wordmark Violations. Unauthorized use of the University's name, abbreviation, trademarks or wordmarks, including the Pegasus, monograms, seal, or other graphic identity symbols. The phrases "UCF" or "University of Central Florida" (or some form thereof) cannot precede the title of the organization. This section refers to but is not limited to, the student organization's: domain name, web address, promotional materials, and uniforms/shirts.

(17) Academic Misconduct

- (a) Unauthorized academic assistance: Using or attempting to use unauthorized materials, information or study aids in any academic exercise unless specifically authorized by the instructor of record.
- (b) The unauthorized possession of examination or course related material.
- (c) Commercial Use of Academic Material: Selling notes, handouts, etc. without authorization or using them for any commercial purpose without the express written permission of the University and the Instructor.
- (d) Knowingly helping any student violate academic behavior standards.

(18) Violation of Local, State, and/or Federal Laws. Violation of any local, state and/or federal law that may result in a felony or misdemeanor.

Authority: BOG Regulations 1.001 and 6.0105. History – New 10-16-09, Amended 7-19-12, 9-3-13, _____-15.

Attachment H

UCF-5.013 Organization Conduct Review Process; Sanctions; Appeals**(1) Violation Reports**

- (a) Alleged violations of the UCF Organizational Rules of Conduct shall be reported in writing to the Director of the ~~OSRROSC~~ or designee. Incident reports can be submitted for information purposes only, for information purposes with the requirement that the student organization attend an academic integrity seminar, or to initiate the student conduct review process. Upon receiving an incident report, the Director of the ~~OSRROSC~~ or designee may review relevant information and consult with relevant parties regarding the incident in question. In unusual cases, which dictate a decision for the health and safety of any individual, the student body, or any part of the University or its community, the Director of the ~~OSRROSC~~ or designee, upon notifying the VP of SDES, may take immediate action to resolve the situation by placing the student organization on interim suspension. Such action is subject to review at a hearing within ten (10) business days by the VP of SDES or designee to determine the status of the interim suspension. The outcome of an interim suspension hearing shall remain in effect until the final disposition of formal charges resulting from the circumstances of the case, unless the VP of SDES or designee shall decide otherwise.
- (b) The Director of the ~~OSRROSC~~ will refer all information warranting disciplinary action to the Office of Student Conduct. The Office of Student Conduct will send written notification to the chief officer of the student organization at their UCF mailing address indicating the nature of the activity in question and what Organizational Rules of Conduct were allegedly violated. The chief officer of the student organization shall serve as the organization's representative in the organization conduct review process. The student organization may not designate an advisor as their representative in the conduct review process.
- (c) Upon receipt of an incident report the Office of Student Conduct has six months to charge a student organization with a violation of the Organizational Rules of Conduct. The Office of Student Conduct may exercise discretion when applying the time provision to account for circumstances that warrant a waiver of the six month time limit from the date the violation report was filed.
- (d) A student organization charged with alleged violations of the Organizational Rules of Conduct (see UCF-5.012) will receive notice to attend a mandatory preliminary

conference with the Office of Student Conduct. If the student organization fails to attend the mandatory preliminary conference without providing a satisfactory reason for the absence, the student organization may be placed on immediate social probation until such time as the student organization completes the mandatory preliminary conference. During the mandatory preliminary conference the student organization will receive information regarding the Student Organization Conduct Review Process, including the student organization's rights during the process; an opportunity to inspect and/or review the information known at the time charges were prepared and how to contact the Student Government Association Judicial Advisor. At the conclusion of the mandatory preliminary conference, one of the following will occur: case dismissal, mediation, informal hearing, or formal hearing.

- (e) Social probation includes but is not limited to the prohibition of the following: any on or off campus fundraisers, socials, intramural competitions, receptions, service projects, conferences, retreats, etc. The organization may also not be able to update its registration until such time that it appears before a hearing. Groups under social probation may gather at regularly scheduled business meetings.

(2) Options for Resolution of Disciplinary Charges

- (a) Case Dismissal: The Director of ~~OSRR~~OSRROSC or designee may dismiss a case if it is found to not have sufficient facts or evidence to substantiate the claim of misconduct or the misconduct is not a violation of the organizational rules of conduct.
- (b) Mediation: Depending on the nature and severity of the alleged violation, the Office of Student Conduct may recommend formal mediation through the Office of Student Rights and Responsibilities as an alternative to disciplinary action. The involved parties must each agree to mediation. Mediation is a confidential process where the parties voluntarily meet with an impartial mediator to communicate their concerns and needs to each other and to reach their own agreement on the resolution of the case. The participants in mediation are responsible for keeping their agreement or renegotiating it, if necessary. In the event that the participants do not agree to mediate or mediate but do not reach a full and final resolution, the case will be referred back to the Office of Student Conduct for disciplinary action through an informal or a formal hearing. Breach of a mediated agreement may result in a follow up mediation session or the matter may

be referred back through the conduct process at the discretion of the Office of Student Conduct.

- (c) Informal Hearing: At the discretion of the Office of Student Conduct, violations found not to warrant a formal hearing may be referred to an informal hearing. At the informal hearing the charged student organization has the opportunity to meet with an Office of Student Conduct staff member and accept responsibility for the charges of violation of the Organizational Rules of Conduct. At the informal level the matter will be settled by the following outcomes: punitive sanction (warning, probation, or restrictive probation) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not settled informally, the case will be resolved through a formal hearing.
- (d) Formal Hearing: If an alleged violation of the Organizational Rules of Conduct is not dismissed or otherwise resolved, then the Office of Student Conduct shall present in writing formal charges to the student organization. The charged student organization may request either a panel or administrative hearing. In cases of alleged Harmful Behavior or Sexual Misconduct (see Organizational Rules of Conduct, UCF-5.012) the student organization is required to have a panel hearing. The charged student organization's hearing shall only be open to the charged student organization's chief officer, their advisor, the hearing body, witnesses (when called upon), a representative from the Office of Student Conduct, and a university staff member from an appropriate office (Office of Student Involvement, Office of Fraternity and Sorority Life, Recreation and Wellness Center, etc.).

(3) Formal Hearings. There are two types of formal hearings – panel hearings and administrative hearings.

(a) Panel Hearings.

1. A panel to consider an organizational case shall be comprised of members from the Office of Student Conduct Student Conduct Board. The panel shall consist of two (2) faculty and administrative staff members combined and two (2) student members that have been trained by the Office of Student Conduct to hear organizational cases. One panel member shall be selected by the Office of Student Conduct to chair the hearing and report the proposed finding(s) and sanction(s), if any, to the Director of the ~~OSRROSC~~ or designee.

2. At hearings conducted by a panel, an Office of Student Conduct staff member shall act as an advisor to the panel. The Director of the ~~OSRROSC~~ shall receive the panel's proposed finding(s) as to "in violation" or "not in violation" of the Organizational Rules of Conduct and consider any sanctions proposed by the panel.
3. The Director of the ~~OSRROSC~~ or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the ~~OSRROSC~~ or designee accepts the proposed finding of "in violation," they may approve, mitigate or increase the sanctions proposed by the panel.
4. Any decision by the Director of the ~~OSRROSC~~ or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

(b) Administrative Hearings

1. Administrative hearings shall be conducted by a faculty or staff member from the Student Conduct Board trained by the Office of Student Conduct to hear organizational cases. The charged student organization shall be informed of the hearing officer assigned to its case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The charged student organization shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a charged student organization has opted not to challenge the impartiality of a hearing officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
~~Administrative hearings are not an option in cases of alleged Harmful Behavior or Sexual Misconduct (see Organizational Rules of Conduct, UCF 5.012).~~
2. At hearings conducted by an administrative hearing officer, an Office of Student Conduct staff member shall act as an advisor to the administrative hearing officer. The Director of the ~~OSRROSC~~ or designee shall receive the administrative hearing officer's proposed finding(s) as to "in violation" or "not in violation" of the Organizational Rules of Conduct, and consider any sanctions proposed by the administrative hearing officer.
3. The Director of the ~~OSRROSC~~ or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director

of the OSRROSC or designee accepts the proposed finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.

4. Any decision by the Director of the OSRROSC or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

(c) Conduct of Formal Hearings - the following is furnished as a guide to the events in a formal hearing. Please note that all formal hearing proceedings are recorded. The recording is part of the official record of the hearing and no other recordings are permitted.

1. Reading of charges.
2. Student organization response of “in violation” or “not in violation.”
3. Presentation of information in support of the charges.
4. Opening statement by the charged student organization.
5. Questioning of the charged student organization by the hearing body.
6. Presentation and questioning of witnesses in support of the charges.
7. Presentation and questioning of witnesses by the charged student organization.
8. Final questions of the charged student organization by the hearing body.
9. Closing remarks by the charged student organization.
10. Hearing is brought to a close; student organization is invited to await announcement of the proposed finding(s) and recommended sanction(s), if any.

(d) Deliberations by the panel or the administrative hearing officer are not part of the hearing and are confidential. Deliberations occur after the closure of the hearing and are not recorded. Following deliberations, the panel or the administrative hearing officer will announce to the student the finding(s) and recommended sanction(s), if any. The announcement of the finding(s) and recommended sanction(s), if any, will be recorded as part of the official case record.

(e) Case Record for Formal Hearing - The case record shall consist of the following items:

1. A copy of the formal charges in writing.
2. A recording of the formal hearing.
3. A recording of the announcement of the proposed finding(s) and proposed sanctions, if any.

4. All staff memoranda submitted.
5. All items of physical or written documentation submitted, provided such items are not returned to a rightful owner. In that case, photographs or other facsimiles shall be made before return.
6. The finding(s) and recommended sanction(s), if any, by the hearing panel or administrator.
7. The Director of the ~~OSPROSC~~'s decision.

(4) Student Organization Rights during the Formal Conduct Review Process - The following rights shall be explained to the charged student organization before the commencement of a formal disciplinary hearing:

- (a) The charged student organization shall be afforded written notice, at least five (5) business days prior to a formal hearing, unless waived in writing. Written notice sent to the chief student officer of the charged student organization's electronic and/or physical address shall constitute full and adequate notice. Written notice shall include:
 1. The name of the organization, the chief student officer's name and organization's address, if applicable.
 2. Date, time and location of the formal hearing
 3. Alleged Organizational Rule of Conduct Violation(s) known at the time formal charges are prepared.
 4. Names of potential witnesses known at the time that formal charges are prepared.
 5. A description of any physical or written documentation known at the time charges are prepared.

Provided that the required notice stated above has been given to the student organization along with its representative(s) but a representative failed to attend a scheduled formal hearing without providing a satisfactory reason for the absence, the organization may be placed on immediate social probation until such time as the organization completes the formal hearing and any further steps in the conduct process. The organization will also not be able to update its registration while on social probation.

- (b) The student organization may have at their own expense and initiative, an advisor present at the hearing. It is the student organization's responsibility to make appropriate arrangements for the advisor to attend the hearing, and the hearing shall not be delayed due to scheduling conflicts of the chosen advisor. The advisor may be present to advise

the student organization but shall not speak for or present the case for the student organization or otherwise participate directly in the proceeding. A student organization may consult with their advisor at any time during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. A student organization's advisor must not be connected to the actual conduct case or a related case. In addition, an advisor may not serve as a witness. If the advisor does not adhere to their defined role in the student conduct review process, they may be removed from the hearing. The Office of Student Conduct shall maintain a list of impartial advisors and resources available to the student organization.

- (c) All hearings shall be conducted on the basis that the charged student organization is not in violation until the preponderance of evidence proves otherwise. At a student conduct organizational hearing, the technical rules of evidence applicable to civil and criminal cases shall not apply. The burden of proof in a student conduct hearing is not on the student organization charged with a violation of the Organizational Rules of Conduct.
- (d) The student organization's chief officer may inspect any information presented in support of the charges. Information may be presented in support of the charged student organization.
- (e) The university cannot compel any person to attend a student organizational hearing. However, all parties to a student organizational conduct hearing may arrange for witnesses to voluntarily present relevant information during the proceeding. Pertinent information may be accepted as information for consideration by the person or body conducting the student organizational formal hearing. The student organization may hear and question adverse witnesses who testify at the student organizational formal hearing.
- (f) The student organization shall not be forced to present information that incriminates its individual members; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal prosecution.
- (g) The proposed finding(s), as well as the Director of the ~~OSRROSC~~'s determination, of "in violation" or "not in violation" on the charges shall be based solely on the information presented at the student organizational formal hearing.

- (h) Should the proposed finding(s) of the hearing body be that the organization is in violation, prior conduct history that has occurred within three academic years of the incident will then be reviewed and may affect the proposed sanctions.
- (i) The final decision shall be furnished in writing to the student organization within four (4) business days following the hearing (the deadline can be extended by mutual agreement of the charged student organization and the Director of the ~~OSRROSC~~ or designee).
- (j) The student organization's registration status shall remain unchanged pending the University's final decision in the matter except in cases where the VP of SDES or designee determines that the safety, health, or general welfare of any individual, or any part of the University may be involved.

(5) Additional Procedures in Cases of Sexual Misconduct. Where a student organization is charged with Sexual Misconduct, the procedures outlined in UCF-5.006(9)(e) will apply in addition to the procedures of the Student Conduct Review Process.

(56) Sanctions for Student Organizations

- (a) Disciplinary Warning: An official warning that the organization's behavior is in violation of the Organizational Rules of Conduct and that if the organization is subsequently found in violation of a rule, subsequent action may be more severe.
- (b) Disciplinary Probation: A period of time during which any further violation of the Organizational Rules of Conduct puts the student organization's status with the University in jeopardy. Restrictive conditions may also be imposed as part of disciplinary probation and will vary according to the severity of the offense. Restrictive conditions may include barring or limiting some or all of the organization's activities and/or privileges (including, but not limited to: social activities; intramural competition; organizational competition; Homecoming; eligibility to receive any University award or honorary recognition; privilege to occupy a position of leadership or responsibility in any University student organization governing body, publication, or activity; or ability to represent the University in an official capacity or position). If a student organization is found "in violation" for another violation of the Organizational Rules of Conduct while on disciplinary probation, more severe sanctions may be imposed.

- (c) Suspension: While on suspension the student organization loses its University recognition and/or registration for a temporary period of time. While an organization is suspended, it may not use University resources or participate as an organization in any University activities or events.
- (d) Revocation of UCF Registration: Permanent severance of the organization's relationship with UCF.
- (e) Recommendation for Charter Revocation: An official request to a national office that the local chapter's charter be revoked.
- (f) Educational Sanctions: In conjunction with any sanction listed above, a student organization found to have been in violation of any of the Organizational Rules of Conduct will be assigned educational sanctions such as, but not limited to: reflective/research papers, classes/seminars, community service, restitution, interviews, etc. If a student organization has any outstanding educational sanctions at the conclusion of disciplinary probation or suspension, the disciplinary probation or suspension will remain in effect pending completion of the educational sanctions.

(67) Appeal Within the Student Organization Review Process

- (a) A student organization found in violation as a result of a hearing may appeal the finding(s) and sanction(s) imposed. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date the student organization was notified of the decision by the Director of the ~~OSRROSC~~.
- (b) Student organizations may appeal the finding(s) and sanction(s) imposed on the basis of one or more of the following:
 - 1. Irregularities in fairness and stated procedures of the hearing that substantially affected the outcome of the hearing.
 - 2. Discovery of new and significant information that would be likely to change the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
 - 3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, the student organization must state the reason(s) for appeal, the supporting facts, and the recommended solution. This is not a re-hearing of the conduct case. An appeal cannot be filed simply because a student organization is dissatisfied

with the decision. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of an appeal.

- (d) The Appellate Officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision and sanction(s), or do one of the following:
 - 1. reduce the sanction; or.
 - 2. order a new hearing.
- (e) The student organization shall receive a written decision to the appeal. There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time. Decisions of the VP of SDES or designee reflect final agency action.
- (f) If the Appellate Officer upholds the original findings, the effective date of any disciplinary sanction(s) imposed will revert back to the date of the Director of ~~OSRR~~OSC's final decision letter.

(78) Student Organization Disciplinary Sanction Review

- (a) Upon completion of one semester ~~one-half~~ of the disciplinary probation or disciplinary suspension (not applicable for one semester probation or suspensions) and upon completion of all educational sanctions/requirements, a student organization has the opportunity to request modification of their disciplinary probation or suspension status through the Community ReEngagement and Educational Development (CREED) Program.
- (b) Requests must be submitted to the Director of the ~~OSRR~~OSC or designee via an online Student Organization CREED Program Submission form~~Disciplinary Sanction Review form~~ that can be found at <http://www.osc.sdes.ucf.edu>. This request may only be submitted once a semester.
- (c) The CREED Program is designed for student organizations to have the opportunity to demonstrate that in the period following a violation of the Organizational Rules of Conduct, they have taken steps to become productive and engaged members of the UCF community. Student organizations that simply fulfill the minimum requirements of their sanction(s) will not be eligible for the CREED Program.~~The request shall describe in detail how the organization has exceeded the basic requirements of their sanction(s).~~

~~Fulfillment of the minimum requirements of sanctions will not be sufficient to warrant modification of a sanction.~~

- (d) ~~A CREED Program application~~ A request for disciplinary sanction modification should include information such as the following; ~~but is not limited to, information such as the following:~~

1. Reflection Essay

2. Faculty/Staff/Advisor (Academic or Organization) Letter of Recommendation

3. Community Service

4. Fraternity and Sorority Life (FSL) Letter of Support (*Greek Affiliated Student Organizations Only*)

5. Proof of Counseling/Assessment (*If applicable*)

~~1. Positive change in organizational accountability and decision making.~~

~~2. Proof of additional steps the student organization has taken to proactively address disciplinary matters.~~

~~3. Proof of ongoing communication with appropriate university officials and personnel (i.e. Office of Student Involvement, Office of Fraternity and Sorority Life, Recreation and Wellness Center staff, etc.) regarding criteria 1 and 2 listed above.~~

- (e) Upon receipt of the CREED Program packet, ~~The request will first be reviewed by the~~ Director of the ~~OSRR~~ OSC or designee will review to determine whether or not the student organization meets the criteria for review. If the Director of the ~~OSRR~~ OSC or designee agrees that the student organizations request meets any or all of the above mentioned criteria, the student organization will be contacted within fourteen (14) business days to schedule a “CREED review meeting” with a committee appointed by the Director of the OSC or designee, comprised of faculty, staff and students. ~~meeting with a committee appointed by the Director of the OSRR or designee, comprised of an equal number of faculty, staff and students.~~

- (f) Prior to this meeting, the committee will have reviewed the packet and will prepare 10-15 questions to be addressed, as well as provide the opportunity to further discuss why the applying organization disciplinary probation or suspension status should be altered or terminated. No alterations shall be made to include new or increased sanctions. Should the committee feel that further information and/or documentation is necessary

in order to render a recommendation, the review may be temporarily recessed. A time frame of not more than two (2) weeks will be given to the organization to produce requested information and/or documentation. Upon receipt of the requested information and/or documentation, the committee will reconvene the review with the organization. At this meeting, the student organization will have the opportunity to further discuss with the committee why their disciplinary probation and/or suspension status should be modified. No modification shall be made to include new or increased sanctions.

- (g) After the meeting, the committee will issue a recommendation to the Director of the OSRROSC or designee. The Director of the OSRROSC or designee will provide a decision to the student organization in writing within ~~two (2)~~five to seven (5-7) business days of receiving the recommendation.
- (h) If the request is denied by the Director of the OSRROSC or designee the decision shall include a concise and explicit written statement that explains the basis for that decision.
- (i) There is no appeal process for a Student Organization Disciplinary CREED Review meeting Sanction Review decision.

Authority: BOG Regulations 1.001 and 6.0105. History - New 10-16-09, Amended 9-3-13, _____-15.

Attachment I

UCF-5.015 Student Academic Behavior Standards

(1) The Office of Undergraduate Studies, College of Graduate Studies, Registrar's Office, and the Office of Student ~~Conduct~~Rights and Responsibilities will review this regulation periodically.

(2) UCF is committed to a policy of honesty in academic affairs. Conduct that comprises a breach of this policy may result in academic action and/or disciplinary action. Academic action affects student assignments, examinations or grades. Disciplinary action could affects student enrollment status.

(3) Academic misconduct includes but is not limited to cheating, plagiarism, assisting another in cheating or plagiarism, and commercial use of academic materials. ~~The V~~violations of ~~student~~ academic ~~behavior standards~~misconduct on the undergraduate and graduate level are listed and defined in the Rules of Conduct (UCF-5.008)

~~(4) Procedures~~

~~(a) —When an instructor becomes aware of an alleged violation of student academic behavior standards and before any academic action is taken, the instructor must decide if the behavior warrants formal documentation through the Alleged Academic Misconduct Report Form (AAMR) by identifying the alleged misconduct violations and proposing course sanctions. Proposed sanctions may be discussed with the department chair prior to student notification. The instructor must notify and attempt to meet the student within 10 days of becoming aware of the alleged violation of academic misconduct. The instructor must attempt to meet with the student in person or virtually, to discuss the incident,~~

~~proposed course sanctions, and to complete the remainder of the form. Report forms are available at <http://osc.sdes.ucf.edu>.~~

~~(b) — The form may be signed with the following options:~~

- ~~1. — The student accepts responsibility for the violation and accepts the academic course sanction(s).~~
- ~~2. — The student does not accept responsibility for this violation, although the instructor or, in the instructor's absence, the chair or unit head, or designee identified by the chair or unit head believes a violation occurred.~~
- ~~3. — The student accepts responsibility for the violation but does not accept the academic sanction(s) and requests a hearing.~~

~~(c) — In all cases where an AAMR form is completed by the instructor, the form and all supporting documentation will be submitted to the department chair or unit head. The instructor will forward the form to the Office of Student Rights and Responsibilities. Should an alleged violation of academic behavior standards arise before the withdrawal deadline in a term, the student shall not be permitted to withdraw from the course in question. Only a written release from the instructor, or the authorized party deciding a student appeal, will permit withdrawal. Should the student withdraw after an alleged incident, the withdrawal will be reversed pending the resolution of the process.~~

~~(d) — If the student accepts responsibility for the alleged academic misconduct and accepts the proposed course sanction(s) by signing the completed form, the instructor carries out the agreed upon sanction(s). The instructor files the AAMR form with the Director, Office of Student Rights and Responsibilities or designee~~

~~for documentation. Once the instructor submits documentation to OSRR and the Director of OSRR concludes the student does not have any previous academic misconduct and the violation is not especially egregious, the undergraduate student will receive the Z designation for the course, be required to complete the Academic Integrity Seminar, and receive an Office of Student Conduct hold on record until the OSC requirements are completed.~~

- ~~(e) — If a student has been previously documented an academic misconduct violation, the violation is deemed especially egregious and/or the student and instructor are unable to resolve the alleged academic misconduct violations through academic course sanctions, the instructor will still complete the AARM form with the Director, Office of Student Rights and Responsibilities, in order to document the incident and propose course sanction(s). The Office of Student Rights and Responsibilities will convene a hearing of the Academic Integrity Panel to consider alleged academic misconduct violations and recommend action. The Academic Integrity Panel meets in the presence of the student, by means of the Student Conduct Review Process (UCF 5.009).~~
- ~~(f) — Students found “in violation” of academic misconduct will be prescribed conduct sanctions appropriate to the findings of the panel. OSRR will report hearing outcomes back to the instructor, department chair and college dean. The student’s undergraduate program will be notified of recommended sanctions and will determine if program sanctions should be imposed. The Office of Student Rights and Responsibilities will be notified by the college, with notification to Academic Services, if the undergraduate program recommends additional program~~

~~sanctions. OSRR shall provide the student with the results of any formal hearing and/or program action(s) should be available for the student within fourteen (14) business days. Students found “not in violation” of academic misconduct may have their proposed course sanctions removed and the instructor will determine a new grade since no violation was found.~~

(4) When an instructor becomes aware of an alleged violation of student academic misconduct and before any academic action is taken, the instructor must:

- (a) document the alleged violation(s) through the Academic Misconduct Report Form (AMR), available at <http://osc.sdes.ucf.edu>;
- (b) discuss proposed action with the department chair prior to student notification;
- (c) attempt to notify the student within 10 business days of becoming aware of the alleged violation of academic misconduct; and
- (d) attempt to meet with the student, whether in person or virtually, to discuss the incident and to complete the remainder of the AMR form. The instructor can recommend one of the following options through the Office of Student Conduct:
 - 1. Documentation only with an Academic Integrity Workshop
 - 2. Initiate the Conduct Review Process

(5) After the AMR form is completed by the instructor, the following steps will be taken:

- (a) the AMR form and all supporting documentation will be submitted to the department chair or unit head.
- (b) the instructor will forward the form to the Office of Student Conduct (Ferrell Commons 7G 227)

- (c) If the student accepts responsibility for the academic misconduct and the recommended action is “Documentation only with an Academic Integrity Workshop”, the following steps shall include:
1. the student and the instructor of record review the allegation(s) and sign (physically or virtually) the completed AMR form;
 2. the instructor files the AMR form with the Director, Office of Student Conduct (<http://osc.sdes.ucf.edu/reporting>);
 3. the student must complete the Academic Integrity Workshop through the Office of Integrity and Ethical Development;
 4. an Office of Student Conduct hold will be placed on the student’s record until the Academic Integrity Workshop requirements are completed.
- (d) If the student accepts responsibility for the academic misconduct and the recommended action is “Initiate the Conduct Review Process”, the final resolution will come from an Academic Integrity Panel following a formal hearing.
- (e) If the student does not accept responsibility for the academic misconduct; or the reported violation of Academic Misconduct is deemed especially egregious; or the student has previously been documented for an Academic Misconduct violation, the student will be required to attend an Academic Integrity Panel as defined in UCF-5.007 (4)(a).
- (f) The Director of Student Conduct has the ability to change the instructor’s recommended action if the violation is particularly egregious or if the student has been previously reported for violating the academic misconduct policy.

- (g) Undergraduate students found “in violation” will be prescribed conduct sanctions appropriate to the findings and recommendations of the Academic Integrity Panel. The Office of Student Conduct will report the hearing outcome from the academic integrity hearing back to the instructor, department chair and college dean who will, with consultation with the college, determine if further course sanctions should be imposed. If the undergraduate program recommends further course or program action, the undergraduate program must notify OSC and Academic Services. Final results of the academic integrity panel hearing and/or course or program action must be made available to the student within fourteen (14) business days.
- (h) Students found “not in violation” will be notified within fourteen (14) business days. The Office of Student Conduct will report the findings back to the instructor, department chair, and college dean. Students may have their proposed course sanctions removed and the instructor may determine a new grade since no violation was found.
- (gi). For graduate students found “in violation” ~~of academic misconduct~~, the ~~OSRR~~ OSC notifies the Dean of the Academic College in which the graduate program resides. They will in turn notify the graduate program that a student was found in violation and asks if the program wishes to invoke any program-level academic sanction(s). The student’s graduate program will determine if program sanctions are necessary. If they are deemed necessary, recommendation of program sanction(s) will be made using the *Probation/Dismissal Form* and/or *Conditional Retention Plan*. This information will be forwarded to the College of Graduate

Studies. The ~~OSRROSC~~ will be notified if the graduate program recommends additional program sanctions. The results of any formal hearing and/or program action(s) should be available for the student within fourteen (14) business days.

(h) Graduate students found “not in violation” of academic misconduct may have their proposed course sanctions removed and the instructor ~~will~~may determine a new grade since no violation was found

(k) Students found “in violation” as ~~at~~the result of an Academic Integrity Panel hearing may appeal the finding(s) and sanction(s) imposed by the Director of the ~~OSRROSC~~. ~~Graduate students may appeal program sanctions provided by the student’s graduate program, per UCF 5.017.~~ The appeal must be made in writing to the appellate officer (Provost or designee) within seven (7) business days after the date the student was notified of the decision by the Director of the ~~OSRROSC~~. Students may appeal the finding and sanction(s) imposed on the basis of one or more of the following:

1. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.
2. Discovery of new and significant information that could have affected the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the hearing.
3. The sanction(s) are extraordinarily disproportionate to the violation(s).

(l) The student shall receive a written decision to the appeal. There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as

the appellate officer's appeal load at that particular time. Decisions of the Provost or designee reflect final agency action.

~~(4m)~~ Undergraduate students may appeal program sanctions provided by the student's undergraduate program, per UCF-5.016. Graduate Students may appeal program sanctions provided by the student's graduate program, per UCF-5.017. Students found "in violation" for academic misconduct are not eligible for academic appeal regarding the final grade issued by the course of the reported violation. Alleged academic misconduct claims are not eligible for review through the academic grade appeal process.

~~(56)~~ Z Designation for Academic Misconduct

- (a) A Z designation is to denote a student was found "in violation" of academic misconduct while enrolled in a course. A Z designation does not affect a student's grade point average. As a result of academic misconduct in an undergraduate course, an appropriate grade will be assigned to a student that is preceded by the letter Z.
- (b) Z designations will remain on a student's transcript if:
 - 1. The student is found "in violation" of academic misconduct and the punitive sanction is suspension for one or more semesters or expulsion; or
 - 2. The student is found "in violation" of academic misconduct twice during their UCF academic career.
 - a. The punitive sanction received in either academic misconduct case has no bearing on the Z designation being permanently placed on the student's transcript.

- b. A Z designation will be placed in association with both courses in which the student was found “in violation” of academic misconduct.
- ~~The faculty member’s syllabus shall state the impact that violating academic behavior standards has on the grade for the course (may provide a zero for the assignment, resulting in the lowering of the final grade (e.g. ZA, ZB, etc...), or award an F in the course (ZF)).~~
- (c) If a student is found “in violation” of academic misconduct a Z designation will be placed on their transcript in association with the final course letter grade recorded (ex. ZA, ZB, ZC, ZD, ZF). ~~The student shall remain enrolled in the course. If the student has withdrawn from the class to avoid the disciplinary action, s/he will be added back to the roster and assigned the appropriate grade.~~
- (d) A Z designation will be denoted on the student’s transcript as a ZW if a student withdrew from the course prior to the conclusion of the conduct process and was subsequently found “in violation” of academic misconduct. ~~When submitting final grades, the faculty member will inform the Registrar’s Office of the Z designation via the change of grade of form. The Registrar’s Office will record the submitted grade, affix a Z in front, and flag the audit such that the grade cannot be changed until the student completes the required Academic Integrity Seminar.~~
- (e) OSC will communicate with the Registrar’s Office to have Z designations placed on student’s transcript following the conclusion of the Conduct Review Process. Student Recourse for Removal of Z Designation (first violation)
1. ~~— If the student has not previously used both grade forgiveness opportunities permitted in a student’s academic lifetime, s/he may repeat the course for~~

~~forgiveness the next semester it is offered. If the class is satisfactorily completed, the Z designation will be removed from the transcript as long as the student also completes the Academic Integrity Seminar, or;~~

~~2. If the student is satisfied with the grade assigned, but wants the Z designation removed, the student must satisfactorily complete a mandatory Academic Integrity Seminar (non-credit) within one year after the violation, at which time the Z designation will be removed from the transcript.~~

~~3. If the student is satisfied with the grade assigned, but wants the Z designation removed, the student must satisfactorily complete a mandatory Academic Integrity Seminar (non-credit) within one year after the violation, at which time the Z designation will be removed from the transcript.~~

(f) Students have the opportunity to improve the letter grade recorded in association with a course in which they were found “in violation” of academic misconduct through the use of grade forgiveness. The Z designation however will still remain on the student’s transcript.~~A grade change, whether removal of the Z and/or designation of forgiveness, must occur within one academic year following the initial enrollment. Only the faculty member initially assigning the grade, or if s/he is unavailable, the department chair is able to change the grade.~~

(g) A student can attempt to have a Z designation permanently removed through participating in an Academic Misconduct Disciplinary Sanction Review.

~~Z designation (second violation)~~

- ~~1. Second violation Z designations are not removable; all Z designations awarded stay on the transcript (the Z is explained on the reverse side of the transcript).~~
 - ~~2. No grade change will occur and the Z designation will be calculated into the GPA in the same way as the grade awarded.~~
- ~~(h) Please note that the Z designation is separate from the Student Conduct Review Process, which may include additional sanctions.~~

Authority: BOG Regulation 1.001. History – Formerly 6C7-5.0042, Amended 8-10-09, 9-4-12,

_____ -15.

Attachment J

UCF-5.016 Student Academic Appeals

(1) Scope. This regulation shall apply to:

- (a) Undergraduate and graduate student appeals of grades (typically limited to final grades) resulting from an instructor's:
 - 1. Alleged deviation from established and announced grading policy;
 - 2. Alleged errors in application of grading procedures; and
 - 3. Alleged lowering of grades for non-academic reasons, including discrimination.
- (b) The professional judgment exercised by an instructor in assigning a specific grade or in conducting a class is excluded from the provisions of this rule except as noted above.
- (c) Appeals of graduate programs actions or decisions by a faculty member, program, or college, including termination from an academic program, are discussed in the following section.

(2) General Policy. The following assumptions are adopted:

- (a) Students are entitled to a fair, timely, and open resolution of academic appeals.
- (b) Faculty members and administrators are entitled to a fair, timely, and open forum in defense of their action.
- (c) Students have access to published materials and student government representatives to help them become familiar with and understand procedures for handling academic appeals.
- (d) Faculty members and administrators have access to published materials and University staff to help them be aware of and understand procedures to address academic appeals.
- (e) Resolution of student academic appeals should be made as informally as possible.
- (f) The University as an institution and its faculty are entitled to procedures that ensure the maintenance of academic standards.
- (g) The appropriate forum for discussion or alteration of academic matters is the academic unit responsible for these matters.

(3) Resolution of Student Appeals at Informal Level

- (a) Step 1: All student academic appeals of allegedly wrongful academic action(s) by an instructor or administrator shall first be brought to the attention of the person whose action is being appealed. (The instructor of the course or administrator whose action is being appealed will be referred to in this regulation as the Responding Party.) This action must be initiated within one semester of the alleged wrongful action or grade. The parties should attempt to resolve the problem in a timely and satisfactory manner. If dissatisfied with the decision of the Responding Party, or if that person is not available, the student must first continue to pursue an informal solution with the unit head, usually the chair or director of the unit.
- (b) Step 2: The unit head or supervisor, in consultation with the Responding Party, should make every effort to communicate with the student and resolve the problem. When classes are in session, this communication shall normally take place within 10 ~~school~~business days of the complaint being brought to the unit head or supervisor. Between semesters and during the summer term, this communication may be extended ten days into the new semester. The unit head or supervisor will provide the student with a written decision that includes reference to student academic appeals procedures.
 - 1. When the Responding Party is not available to discuss the problem, if at all possible, the resolution should wait until such time as the Responding Party can return to the campus, but not more than six months.
 - 2. If the unit head or college dean or designee determines that an emergency exists requiring that the problem be solved prior to the availability of the Responding Party (e.g. in a case of probable delayed graduation), the unit head or dean or designee shall make every reasonable effort to inform the Responding Party of the situation. The Responding Party may elect to submit a written statement and/or to designate a replacement to aid in solving the problem.

3. If the Responding Party cannot be reached or does not designate a replacement, and the complaint must be dealt with promptly, then the unit head or dean or designee shall act on behalf of the Responding Party.

(4) Resolution of Student Academic Appeals at the College Level

- (a) Step 3: If not satisfied with the resolution of the complaint proposed by the unit head or supervisor, the student should consult with Student Government Association's Judicial Advisor or designee, who shall furnish advice to the student's rights and responsibilities with respect to this policy.
- (b) Step 4: Within 10 ~~school~~business days of receipt of the unit head's or supervisor's decision, if the student wishes to file a formal appeal, the student must contact the dean's office of the college in which the action occurred and schedule an appointment with the dean or a designee. That individual will informally review the student's concerns, counsel the student on his/her options, and explain the formal Student Academic Appeals process.
- (c) Step 5: If the student is not satisfied with the outcome of the consultation with the administrator, within 10 days of their meeting or conversation, the student may appeal in writing to the Student Academic Appeals Committee. This committee will determine the legitimacy of the awarded grade and if appropriate, suggest a resolution. The student's written appeal shall include the basis of the original complaint, the dates when the instructor, unit head, administrator, or supervisor, discussed the problem with the student, and the suggested resolution at that time.

(5) Composition of the Student Academic Appeals Committee

- (a) Each college shall establish a Student Academic Appeals Committee whenever required.
- (b) The committee shall be made up of at least three and no more than five tenure-earning or tenured faculty members and an equal number of students.
- (c) Student members shall be selected by the dean of the college or designee from a panel of no less than thirty (30) students. This panel shall be appointed by the Vice President of Student Development and Enrollment Services from a list recommended for this purpose by the Student Body President.

- (d) Any member may be challenged for cause by either party. The validity of such challenges shall be decided by the Office of Student Rights and Responsibilities. If a challenge is upheld, the college dean or designee shall appoint a replacement from the college's tenured and tenure-earning faculty or the student panel.
- (e) The college dean or designee shall assemble the Student Academic Appeals Committee to conduct a formal review of the student academic appeal.

(6) Formal Review of a Student Academic Appeal

- (a) In conducting a formal review, the Student Academic Appeals Committee shall adhere to the following guidelines:
 - 1. The time limits specified in the following review procedure may be extended by mutual agreement of the parties.
 - 2. The committee shall not be officially convened to review the appeal until the Responding Party, or substitute/replacement, has received a copy of the appeal and has had at least 5 ~~school-business~~ days to submit, if desired, a response or additional information. The student will be provided with a copy of any material submitted by the Responding Party at least 5 ~~school-business~~ days before the committee meets to review the case.
 - 3. The committee should make every reasonable effort to meet for review of the case within 20 ~~school-business~~ days after receipt of the student's written appeal and any information provided by the Responding Party and/or unit head.
 - 4. The committee will function as an objective, fact finding body when examining all available and relevant information concerning the student's appeal of academic action by the Responding Party. Such information shall include the student's written appeal, written and/or oral information provided by the Responding Party, statements made by both parties before the committee, and any other information the committee may deem relevant.
 - 5. The college dean or designee will convene the committee, establish procedural rules for conducting the meeting, serve as its chair, and will

vote in the case of a tie. The meeting is not covered by Sunshine laws, and is thus closed to outside parties.

6. The student and Responding Party shall be invited to meet with the committee. Each shall be allowed adequate time to respond to the appeal and material as submitted, to answer any questions from committee members, and to present additional information needed to clarify the issues involved.
7. After meeting with both parties, the committee shall vote on the validity of the student's appeal and if appropriate, develop its recommendations. The committee chair will ensure that the committee's majority opinion is recorded and forwarded to the college dean.

- (b) The college dean shall render a decision within 10 ~~school~~business days of the conclusion of the committee hearing. Copies of the committee's recommendations and the dean's decision shall be made available to both parties concerned, to the provost, and all other involved parties and departments.

(7) Final Appeal

- (a) Step 6: If dissatisfied with the college dean's decision, the student may, within 10 ~~school~~business days, file a written request for review with the dean of undergraduate studies or the dean of graduate studies (depending upon the classification of the student), stating the basis for review and the resolution sought by the student.
- (b) Acting as the University President's representative, the dean of undergraduate studies or the dean of graduate studies shall make a final decision on the matter within 10 ~~school~~business days of receipt of the student's request for review. Copies of the dean's written decision shall be sent to the student, the college dean, the chair, the Director of ~~OSRROSC~~, the Responding Party, and other involved parties.

Authority: BOG Regulation 1.001. History—Formerly 6C7-5.00431, Amended 8-10-09, 9-4-12, _____-15.

ITEM: FF-4

**University of Central Florida
Board of Trustees**

SUBJECT: Revision to University Regulation UCF-7.130 Administration and Finance; Purchasing

DATE: September 24, 2015

PROPOSED BOARD ACTION

Approve the attached amendments to existing university regulation UCF-7.130 Administration and Finance; Purchasing.

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-7.130 is being amended to remove language in (6)(a) concerning the execution of contracts in order to reduce university risk.

Supporting documentation: University Regulation UCF-7.130

Prepared by: Youndy C. Cook, Deputy General Counsel

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

UCF-7.130 Administration and Finance; Purchasing.

(1) The University Board of Trustees (BOT) has authority to establish a system of coordinated procurement policies, procedures, and practices to be used in acquiring commodities and contractual services required by the University. The University Purchasing Department has the duty to:

- (a) Develop purchasing procedures.
- (b) Canvass sources of supply and contracting for the purchase or lease of all commodities and contractual services for the University, in any manner, including purchase by installment- or lease-purchase contracts. Installment- or lease-purchase contracts may provide for the payment of interest on unpaid portions of the purchase price.
- (c) Recommend or advise the suspension or debarment of a contractor, in accordance with University Regulation UCF-7.124, from doing business with the University for demonstrated cause, including previous unsatisfactory performance.
- (d) Plan and coordinate purchases in volume and negotiate and execute agreements and contracts for commodities and contractual services under which the University may make purchases.
- (e) Develop an Annual Certification List to serve as a waiver of the competitive solicitation requirement for commodities/services that are frequently purchased and are available from a single source.
- (f) Evaluate and approve contracts let by the Federal Government, other states, political subdivisions, or any independent college or university or purchasing cooperative or consortium for the procurement of commodities and contractual services, when it is determined to be cost-effective and in the best interest of the University to make purchases under contracts let by such other entities.
- (g) Elect as an alternative to any provision in Board of Governor's (BOG) Regulation 18.002 to proceed with a bid solicitation or contract award process when it is set forth, in writing, that the particular facts and circumstances which demonstrate that the delay due to staying the solicitation or contract award process would be detrimental to the interests of the University. After the award of a contract resulting from a competitive solicitation in which a timely protest was received

and in which the University did not prevail, the contract may be canceled and re-awarded to the prevailing party.

- (h) Award contracts for commodities and contractual services to multiple suppliers, if it is determined to be in the best interest of the University. Such awards may be on a university, regional or multiple state university-wide basis and the contracts may be for multiple years.
 - (i) Reject or cancel any or all competitive solicitations when determined to be in the best interest of the Institution.
 - (j) Inspect the part of the plant or place of business to determine the capability of contract performance of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the University, when specified in the agreement.
- (2) Competitive Solicitations Required.
- (a) All contracts for the purchase of commodities or contractual services exceeding \$75,000 shall be awarded pursuant to a competitive solicitation, unless otherwise authorized herein.
 - (b) When only one response is received to a competitive solicitation for commodities or contractual services exceeding \$75,000 the University shall review the solicitation responses to determine if a second call for a competitive solicitation is in the best interest of the University. If it is determined that a second call would not serve a useful purpose, the University shall proceed with the acquisition or cancel the acquisition.
 - (c) When multiple responses that are equal in all respects are received to a competitive solicitation, the University will give preference to responses that include commodities manufactured in the state, Florida businesses, or foreign manufacturers located in the state to determine the contract award, or, if these conditions do not exist, will use toss of the coin.
 - (d) The purchase of commodities and contractual services shall not be divided to avoid the requirement of competitive solicitation.
 - (e) The Purchasing Department, in issuing an Invitation to Bid, Request for Proposal or Invitation to Negotiate, shall provide notice of a decision or intended decision

concerning a solicitation, or contract award by electronic posting for 72 hours, which is interpreted as three business days. (Business days do not include Saturdays, Sundays, State or University holidays, or any other days when the University is otherwise closed for business.) This notice shall contain the following statement: "Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings."

- (f) Advertisement. Invitations to Bid, Requests for Proposals, and Invitations to Negotiate for commodities expected to be in excess of \$150,000 and for contractual services expected to be in excess of \$75,000 shall be advertised in the Florida Administrative Weekly or the State of Florida's VBS System. The Director of Purchasing shall have the authority to waive this advertisement requirement when the number of potential bidders or proposers is limited and can otherwise be solicited, when the availability of funding so requires, or where delivery is urgent.
- (g) Bids and proposals shall remain sealed (with the exception of typical information revealed at the Bid/Proposal opening for the tabulation sheet) until notice of final contract award is given or in accordance with Florida Statute as appropriate.
- (h) In the case of extension errors, the unit price will prevail.
- (i) Withdrawal. A vendor may withdraw his or her bid or proposal in writing if done within seventy-two (72) hours of the bid or proposal opening, if the bid or proposal is clearly erroneous and it is withdrawn prior to final award or the purchase order being issued.
- (j) Bid/Proposal Evaluations – Bids/Proposals shall be evaluated based on the requirements set forth in the Invitation to Bid/ Request for Proposal, which may include criteria to determine acceptability such as inspection, testing quality, workmanship; delivery and suitability for a particular purpose. Those criteria that will affect the bid/proposal price and be considered in evaluation for award shall be objectively measured, such as all or none, discounts, transportation costs and total or life cycle costs. The Invitation to Bid or Request for Proposal shall set

forth the criteria to be used. No criteria may be used in bid/proposal evaluation that is not set forth in the Invitation to Bid or Request for Proposal.

(3) Purchase of Commodities or Contractual Services.

- (a) Purchase of Products with Recycled Content. The University encourages the purchase and use of products and materials with recycled content and post consumer recovered material.
- (b) Purchase of Private Attorney Services. Written approval from the Attorney General is not required for private attorney services acquired by the University.
- (c) Purchase of Insurance. The University has the authority to purchase insurance as deemed necessary and appropriate for the operation and educational mission of the University. Examples of insurance coverage that may be acquired by the University include (but are not limited to) insurance coverage for:
 - 1. Physical damage on vehicles and boats;
 - 2. Inland marine on property owned, leased, or loaned to or by the University;
 - 3. Building and property damage;
 - 4. Equipment losses due to theft;
 - 5. Loss of rental income;
 - 6. Excess general liability coverage;
 - 7. Professional liability;
- (d) Purchase of Printing. Printing shall be purchased in accordance with the requirements of these rules. The University may refer to the requirements of Chapter 283, F.S., and rules promulgated thereto for guidance with respect to the purchase of printing services.
- (e) Purchases from Small, Minority and Woman-Owned Business Enterprises (SMWBE). The University is an equal opportunity institution and encourages procurement contracting with SWMBE.
- (f) Purchases from Contractors Convicted of Public Entity Crimes. The University shall not accept a competitive solicitation from, or purchase commodities or contractual services from, a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list

for a period of 36 months from the date of being added to the convicted vendor list.

- (g) Preferences for Florida-Based Vendors when Purchasing Personal Property: For purchases of tangible personal property, the Florida Legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose principal place of business is the State of Florida. Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to Resident Vendor pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. Refer to Florida Statute 287.084 and BOG Regulation 18.001 for additional information regarding applicability and implementation of this section.
- h) Purchasing actions that are not subject to the competitive solicitation process include but are not limited to:
 - 1. Emergency Purchases. When the President or his or her designee determines, in writing, that a condition exists that threatens the health or safety of person(s) or animal(s) or the preservation or protection of property or the continuance of a vital University function, the University may proceed with an emergency purchase without a competitive solicitation. The emergency purchase shall be limited to the purchase of only the type of items and quantities or for a time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements.
 - 2. Sole Source Purchases. Commodities or contractual services available from a single source shall be exempted from the competitive solicitation process. Sole Source document shall be publicly posted by the Purchasing Department for three working days. Working days do not include Saturdays, Sundays, or State or University Holidays.
 - 3. Purchases from competitively bid Contracts and Negotiated Annual Price Agreements established by the State, other governmental entities, other public or private educational institutions, and any purchasing cooperative or consortium are not subject to competitive solicitation.

4. Construction Direct Purchase Program. Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchase program are not subject to any further competitive solicitation.
- (i) Commodities and contractual services that are not subject to the competitive solicitation process include:
 1. Artistic services;
 2. Academic reviews;
 3. Lectures;
 4. Accountant services, including auditor services;
 5. Legal services, including attorney, paralegal, expert witness, appraisal, lobbyist, arbitrator or mediator services;
 6. Health services, including related equipment and supplies, involving examination, diagnosis, treatment, prevention, consultation or administration of physical or mental conditions or the provision of developmental or vocational rehabilitation;
 7. Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed;
 8. Training and education services;
 9. Advertising;
 10. Services or commodities provided by governmental agencies, another university in the State of Florida or other independent colleges and universities;
 11. Programs or continuing education events that are offered to the general public for which fees have been collected to pay all expenses associated with the program or event;

12. Purchases from firms or individuals that are prescribed by state or federal law or specified by a granting agency;
 13. Regulated utilities and government franchised services;
 14. Regulated public communications, except long distance telecommunication services or facilities;
 15. Extension of an existing contract;
 16. Renewal of an existing contract if the terms of the contract specify renewal option(s);
 17. Purchases from the Annual Certification List developed by the University;
 18. Purchases for resale;
 19. Contracts or services provided by not-for-profit support and affiliate organizations of the University, direct support organizations, health support organizations and faculty practice plans;
 20. Implementation/programming/training services available from the owner of copyrighted software or its contracted vendor;
 21. Purchases of materials, supplies, equipment, or services for instructional or sponsored research purposes when a director of sponsored research or designee certifies that, in a particular instance, it is necessary for the efficient or expeditious prosecution of a research project in accordance with sponsored research procedures or to attain the instructional objective. Sponsored research documents shall be publicly posted by the Purchasing Department for three business days.
 22. Purchases for the Florida High Tech Corridor initiative; and
 23. The acquisition of commodities or contractual services that are specifically provided for in an existing contract, grant, subcontract, letter of agreement, etc.
- (j) Participants in Contract Awards Not Subject to Competitive Solicitations.
1. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation or specifications, or designs or

develops a program for future implementation shall be eligible to contract with the University dealing with the specific subject matter.

2. The individuals taking part in the development or selection of criteria for evaluation, the evaluation process and the contract award in any purchase shall be independent of, and have no conflict of interest in, the entities evaluated and selected and may be required to so attest in writing.

(4) Bonds.

- (a) Solicitation Security. A certified, cashier's or treasurer's check, bank draft or bid bond may be required as a condition for participating in a competitive solicitation where the University is reasonably uncertain about the contractor's ability to perform, and the expected value of the contract is in excess of \$100,000.
- (b) Payment and Performance Bonds for Commodities and Services Contracts. The Purchasing Director is authorized to require any contractor contracting with the University to provide services or commodities (including installation) to furnish a payment and performance bond, with good and sufficient securities, to the University prior to the issuance of the contract when the total contract amount is greater than \$100,000 and the University is uncertain about the contractor's ability to perform.
- (c) A bond or security required pursuant to paragraphs (a) or (b) above must be in an amount equal to 100% of the response submitted to the competitive solicitation.
- (d) Solicitation Protest Bond. Any contractor that files a formal protest pursuant to the protest procedures of BOG Regulation 18.002 and this regulation protesting a decision or intended decision pertaining to a solicitation, shall at the time of filing of the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the contractor filing the protest action. In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond.

(5) Notice and Protest Procedures for Protests Related to a University's Contract Procurement Process

- (a) The procedures set forth in BOG Regulation 18.002 shall apply exclusively to any protest that arises from any university contract procurement processes for the purchase of goods, services, leases and for construction-related competitive solicitations.
- (b) Any qualified offeror who is adversely affected by the university's decision may file a written notice of intent to protest within 72 hours after university posting of award or intent to award notice. The protesting firm must reduce its complaint to a written petition and file it with the department that issued the solicitation within ten (10) calendar days from registration of the original complaint. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' (BOG) Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings. Additional information on protest procedures can be viewed in the above referenced BOG Regulations.

(6) Contracts.

- (a) Contracts for the purchase of commodities or contractual services or licenses shall consist of a purchase order or bilateral agreement signed by the President of the University or designee prior to ~~or within thirty (30) days of~~ the goods or services being rendered by the contractor.
- (b) Any contract for the purchase of services or tangible personal property for a period in excess of one fiscal year shall include the following or an equivalent statement: "The State of Florida's and University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."
- (c) Extension of a contract shall be for a period not to exceed 12 months, shall be in writing, shall be signed by both parties, and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract.
- (d) A contract may contain provisions for renewal. If the commodity or contractual service is purchased as a result of a competitive solicitation, the cost of any

contemplated renewal must be included in the competitive solicitation. All contract renewals are subject to sufficient annual appropriations.

- (e) When any commodity contract requires deferred payments and the payment of interest, such contract may be submitted to the State of Florida Comptroller for the purpose of pre-audit review and approval prior to acceptance by the University. The President shall have the authority to enter into deferred payment agreements utilizing the State of Florida Comptroller's Consolidated Equipment Financing Program. No agreement shall establish a debt of the state or shall be a pledge of the faith and credit of the state; nor shall any agreement be a liability or obligation of the state except from appropriated funds.
 - (f) In order to promote cost-effective procurement of commodities and contractual services, the University may enter into contracts that limit the liability of a vendor consistent with Section 672.719, F.S.
 - (g) The total value of the contract is, for purposes of this regulation and university procedures, the purchase price for the initial term plus all renewal costs.
 - (h) If a contractor does not furnish proof of payment to subcontractors, suppliers, or laborers within 60 days after the project is certified to be finally complete by the University, the University will pay any retainage, on a pro-rata basis, directly to the subcontractors, suppliers or laborers. In order to obtain payment, subcontractors, suppliers, or laborers who have not been paid after the 60 days have passed have an additional 30 days to submit documentation satisfactory to the University showing that they have performed work on the project, the amount due, and certifying that they have not been paid. If a contractor does not complete a project, the University will use any retainage to complete the work and then pay any balance of the retainage, on a pro-rata basis, to subcontractors, suppliers, or laborers who provide the above required documentation within 30 days after the completion of the project.
- (7) Standard of Conduct. It shall be a breach of ethical standards: (a) for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services; (b) for any potential contractor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a

contract or potential contract for commodities or services; or (c) for any University or University direct support organization employee participating on a procurement selection committee to solicit donations from responding vendors during the selection process, except for donations or benefits expressly stated in the procurement document.

(8) Purchase of Motor Vehicles.

- (a) The term “motor vehicle” includes any automobile, truck, watercraft or other vehicle designed primarily for transporting persons, and construction vehicles or farm equipment.
- (b) The University has authority to:
 - 1. Establish standard classes of motor vehicles to be leased, purchased or used by University personnel;
 - 2. Obtain the most cost effective and efficient motor vehicles for state purposes;
 - 3. Establish and operate facilities for the acquisition, disposal, operation, maintenance, repair, storage, control and regulation of University-owned motor vehicles. Acquisition may be by purchase, lease, installment-purchase, loan or by any other legal means and may include a trade-in. All motor vehicles purchased or leased shall be of a class that will safely transport University personnel and adequately meet the minimum requirements of the University.
 - 4. Contract for specialized maintenance services.
- (c) Motor vehicles owned, leased or operated by the University shall be available for official University business only.

(9) Public Records.

- (a) Agreements may be canceled unilaterally by the University for refusal by the vendor/contractor to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the vendor/contractor in conjunction with the Agreement.
- (b) The University is subject to the Florida Public Records laws.
- (c) Contract for Services. To the extent that Payee meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other

contract requirements provided by law, Payee must comply with public records laws, including the requirements of Section 119.0701, Florida Statutes.

(10) Vendors Excluded from Competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, Invitations to Bid, Request for Proposals and/or Invitations to Negotiate shall be excluded from competing for such procurements.

Authority: BOG Regulations 1.001, 18.001, 18.002 and 18.003. History–New 4-23-03, Amended 4-17-06, 8-6-07, 10-19-07, Formerly 6C7-7.130, Amended 7-6-09, 8-8-14, _____-15.

ITEM: **FF-5**

**University of Central Florida
Board of Trustees**

SUBJECT: Minor Amendment to 2015 Campus Master Plan—Laboratory and Environmental Support Facility Expansion

DATE: September 24, 2015

PROPOSED BOARD ACTION

Approve a minor amendment to the University of Central Florida Campus Master Plan for an expansion to Building 48, the Laboratory and Environmental Support facility.

BACKGROUND INFORMATION

The purpose of the proposed amendment is to approve an expansion of the existing Laboratory and Environmental Support facility. The department of Environmental Health and Safety has undergone a significant increase in staffing in the past few years, and this expansion will provide enough office and collaboration space to house two of the three EH&S functional groups, the Research and Environmental Support team and the Workplace Safety and Insurance groups.

The amendment would constitute a minor amendment that needs only Board of Trustees approval.

Supporting documentation: Memorandum from Maria Yebra-Teimouri (Attachment A)
Project Location (Attachment B)
Capital Improvements List (Attachment C)
Urban Design Map (Attachment D)

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

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

Attachment A

MEMORANDUM

TO: W. Scott Cole, Vice President and General Counsel
FROM: Maria Yebra-Teimouri, Coordinator, Facilities Planning
SUBJECT: Minor Amendment to 2015 Campus Master Plan
DATE: September 24, 2015

The University of Central Florida proposes a minor amendment to its 2015 Campus Master Plan to amend the Capital Improvements and Urban Design Elements in order to add a proposed expansion to building 48, the Laboratory and Environmental Support facility. This Laboratory and Environmental Support expansion will provide office and collaboration space to house two of the three Environmental Health and Safety functional groups: the Research and Environmental Support team and the Workplace Safety and Insurance group. The RES team, currently housed in Building 16, has outgrown its current space, increasing from 3.5 FTE to 13 FTE, while EH&S, as a whole, increased from 13.5 FTE to 30 FTE.

This expansion will accommodate eight coordinator offices, three assistant director offices, eight staff cubicles, an eight-person conference room, and necessary support spaces such as one men's and one women's restroom and a mechanical and electrical room. The expansion adds 2,980 square feet to the existing facility for an overall 9,245 square-foot Laboratory and Environmental Support facility.

Expanding the Laboratory and Environmental Support facility provides the best location for the increased number of EH&S employees since the department operates most effectively when individuals are in close proximity to each other. The rest of the EH&S personnel, as well as other Facilities & Safety resources, are housed in adjacent Facilities & Safety buildings, making this an optimal location.

Please find below an analysis of the statutory thresholds and university responses that reflect the nature of the amendment request as a minor amendment. The thresholds are referenced under section 1013.30(9), F.S.

An amendment to a campus master plan must be reviewed and adopted under subsections (6)-(8) if such amendment, alone or in conjunction with other amendments, would:

Attachment A

- (a) Increase density or intensity of use of land on the campus by more than 10 percent;

University Response: The proposed Laboratory and Environmental Support expansion adds 2,980 square feet of Support Space land use to the campus. The current campus land designated for Support Space is more than 2,000,000 square feet. This constitutes a .0014% change in land use and therefore does not trip the 10 percent threshold for the use of land.

- (b) Decrease the amount of natural areas, open space, or buffers on the campus by more than 10 percent:

University Response: The proposed expansion closely wraps around the existing support facility and does not decrease natural areas, open space, or buffers on campus by more than 10 percent.

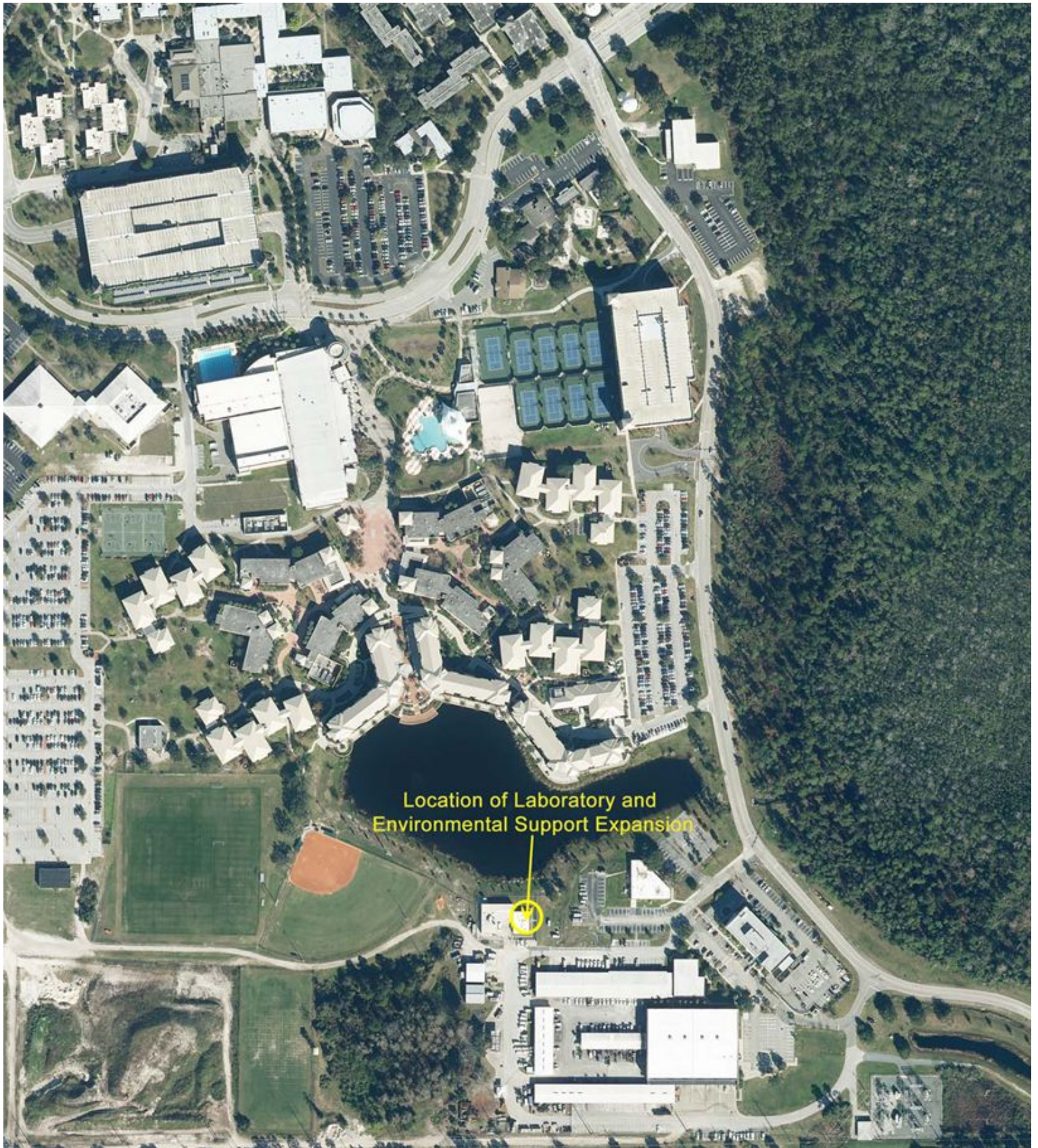
- (c) Rearrange land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the county, the host local government, or any affected local government.

University Response: The proposed expansion does not rearrange land use in any way, and the occupants, already employed by UCF, will not generate an increase in capacity on any proposed campus development, road, or public facility by greater than 10 percent. Consequently, it will have a less than 10 percent impact on a road or service provided or maintained by the state, county, host local government, or any affected local government.

In summary, the proposed expansion does not exceed the amendment threshold criteria in 1013.30 (9), F.S. and may therefore be treated as a minor amendment.

Thank you for your time and attention to this matter. If you require additional information, please contact me at (407) 823-3893.

Attachment B



Board of Trustees Meeting - Consent Agenda

Attachment C

UNIVERSITY OF CENTRAL FLORIDA													
CAPITAL IMPROVEMENTS LIST													
MAIN CAMPUS FTE		22,898	23,128	23,484	23,661	23,661	23,646	23,833	24,038	24,277	24,591		
PROJECT LIST 2015 -25	*Fund Type	2015-16 YR #1	2016-17 YR #2	2017-18 YR #3	2018-19 YR #4	2019-20 YR #5	2020-21 YR #6	2021-22 YR #7	2022-23 YR #8	2023-24 YR #9	2024-25 YR #10	Net	Gross
1 ENGINEERING BUILDING I RENOVATION	PECO	\$13,954,277	\$925,000									118,196	130,883
2 MATHEMATICAL SCIENCES BUILDING REMODELING AND RENOVATION	PECO	\$9,422,105	\$700,000									100,289	106,523
3 UTILITIES, INFRASTRUCTURE	PECO	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	N/A	N/A
4 LIBRARY RENOVATION PHASE II	PECO, CITF	\$3,500,000	\$29,500,000	\$3,500,000								222,387	226,506
5 INTERDISCIPLINARY RESEARCH AND INCUBATOR FACILITY	PECO	\$5,924,183	\$33,852,470	\$5,924,183								78,676	118,013
6 CCP VC CLASSROOM BUILDING	PECO	\$7,550,000											7,550,000
7 ARTS COMPLEX PHASE II (PERFORMANCE)	PECO	\$5,000,000	\$40,000,000	\$5,000,000								100,596	150,594
8 MILLICAN HALL RENOVATION	PECO		\$349,418	\$6,363,058	\$349,418							87,742	88,680
9 BUSINESS ADMINISTRATION RENOVATION	PECO		\$9,475,843	\$494,001								118,624	121,054
10 CHEMISTRIES RENOVATION	PECO		\$59,843	\$9,815,336	\$59,843							43,265	49,073
11 FACILITIES & SAFETY COMPLEX RENOVATION	PECO			\$4,856,238									4,856,238
12 VISUAL ARTS RENOVATION AND EXPANSION	PECO			\$3,000,000	\$24,000,000	\$3,000,000						79,573	83,000
13 MULTI-PURPOSE RESEARCH AND EDUCATION BUILDING	PECO		\$2,779,189	\$22,235,512	\$2,779,189							47,310	75,384
14 COLLEGE OF NURSING	PECO, C		\$3,476,712	\$27,813,698	\$3,476,712							119,206	170,684
15 PARTNERSHIP CAMPUS	PECO	\$2,450,000	\$19,600,000	\$2,450,000								78,294	117,442
16 HOWARD PHILLIPS HALL RENOVATION	PECO			\$6,564,998	\$652,249							86,303	84,689
17 COLBOURN HALL RENOVATION	PECO			\$7,865,978	\$410,075							73,500	83,857
18 FERRELL COMMONS (E AND G SPACE) RENOVATION	PECO			\$6,564,998	\$652,249							86,149	95,860
19 COLLEGE OF SCIENCES BUILDING RENOVATION	PECO				\$317,437	\$2,539,494	\$317,436					49,580	54,644
20 REHEARSAL HALL RENOVATION	PECO				\$48,007	\$394,055	\$48,006					9,327	10,743
21 CLASSROOM BUILDING III	PECO		\$2,400,000		\$19,200,000	\$2,400,000						53,532	79,488
22 FACILITIES BUILDING AT LAKE NONA	B-P		\$600,000		\$4,800,000	\$600,000						13,666	20,799
23 RECYCLING CENTER	PECO			\$2,300,000	\$18,400,000	\$2,300,000						26,666	40,000
24 HUMANITIES AND FINE ARTS II (Phase I)	PECO			\$2,772,353	\$17,060,631	\$2,772,353						88,562	87,543
25 SIMULATION AND TRAINING BUILDING	PECO			\$2,370,336	\$16,410,374	\$2,370,336						90,960	99,924
26 BUSINESS ADMINISTRATION III BUILDING	PECO			\$1,584,527	\$12,307,012	\$1,584,527						41,118	61,677
27 EDUCATION BUILDING II	PECO			\$2,062,318	\$15,394,083	\$2,062,318						51,479	77,319
28 BAND BUILDING	PECO			\$453,045	\$2,800,279	\$453,045						10,024	13,529
29 ARTS COMPLEX PHASE III	PECO			\$1,210,857	\$7,627,447	\$1,210,857						25,447	38,171
30 SOCIAL SCIENCES FACILITY	PECO												
31 COASTAL BIOLOGY STATION	PECO		\$2,500,000										2,500,000
32 INTERDISCIPLINARY RESEARCH BUILDING II	PECO								\$2,370,336	\$17,330,596	\$2,370,336	40,543	60,815
33 CENTER FOR EMERGING MEDIA BUILD OUT	PECO								\$6,360,339			16,544	24,814
34 ROSEN STORAGE SHED	P	\$225,000											225,000
35 ROSEN EDUCATIONAL FACILITY	P	\$17,000,000											17,000,000
36 TEMPORARY ATHLETICS FOOTBALL GAME DAY PARKING	O	\$50,000											50,000
37 PEGASUS HEALTH EXPANSION	P, B			\$10,000,000									10,000,000
38 HUMANITIES AND FINE ARTS II (Phase II)	PECO								\$1,107,260	\$8,600,076	\$1,107,260	27,364	41,045
39 PARTNERSHIP CAMPUS	PECO											N/A	N/A
40 CAPITAL IMPROVEMENT RESERVE	PECO											N/A	N/A
41 SUSTAINABILITY CENTER (Phase I)	PECO, C								\$5,000,000			5,000	7,500
42 CIVIL AND ENVIRONMENTAL ENGINEERING	PECO, C		\$1,160,667	\$14,508,333	\$1,741,000							50,000	75,000
43 SUSTAINABILITY CENTER (Phase II)	PECO, C				\$5,000,000							5,000	7,500
44 LABORATORY AND ENVIRONMENTAL SUPPORT EXPANSION	O	\$1,800,000											1,800,000
45 CREATIVE VILLAGE GARAGE	P, B		\$15,000,000										15,000,000
46 SPECIAL PURPOSE HOUSING AND PARKING GARAGE I	P, B		\$25,000,000									108,667	160,000
47 SPECIAL PURPOSE HOUSING II	P, B		\$8,000,000									21,333	32,000
48 PARKING DECKS	P, B		\$17,000,000									112,000	168,000
49 GRADUATE HOUSING	P, B		\$50,000,000									100,000	150,000
50 REFUGANCE UCF FOUNDATION PROPERTIES	P, B		\$37,410,000									288,167	432,250
51 STUDENT HOUSING	P, B		\$50,000,000									149,533	224,000
52 GARAGE EXPANSION	P, B		\$5,000,000									33,891	50,857
53 CLASSROOM AND LAB BUILDING, LAKE NONA	P, B		\$25,475,601									60,976	91,464
54 FACILITIES BUILDING AT LAKE NONA	P, B		\$6,000,000									13,866	20,799
55 EXPO CENTER HOUSING	P, B		\$18,000,000									68,667	103,000
56 REGIONAL CAMPUSES MULTI-PURPOSE BUILDINGS	P, B		\$28,000,000									40,000	60,000
57 PARTNERSHIP GARAGE	P, B		\$7,000,000									994,900	7,000,000
58 PARKING DECK (ATHLETIC COMPLEX)	P, B		\$5,000,000									112,000	168,000
59 BASEBALL STADIUM EXPANSION PHASE II	P, B		\$4,500,000									3,800	5,200
60 BASEBALL CLUB HOUSE EXPANSION AND RENOVATION	P, B		\$1,000,000										1,000,000
61 BRIGHTHOUSE NETWORKS STADIUM EXPANSION PHASE I-SEATING	P, B		\$11,000,000									N/A	N/A
62 WAYNE DENSCHE SPORTS CENTER EXPANSION AND RENOVATION	P, B		\$1,000,000									12,000	18,000
63 TENNIS COMPLEX PHASE I	P, B		\$1,400,000									4,980	7,470
64 TENNIS COMPLEX PHASE II	P, B		\$1,000,000										1,000,000
65 TENNIS COMPLEX PHASE III	P, B		\$2,000,000										2,000,000
66 MULTI-PURPOSE MEDICAL RESEARCH AND INCUBATOR FACILITY	P, B		\$112,863,923										112,863,923
67 HEALTH SCIENCES CAMPUS PARKING GARAGE I	P, B		\$15,000,000										15,000,000
68 BIO-MEDICAL ANNEX RENOVATION AND EXPANSION	P, B		\$12,800,000										12,800,000
69 OUTPATIENT CENTER	P, B		\$75,000,000										75,000,000
70 DENTAL SCHOOL	P, B			\$75,000,000									75,000,000
71 INFRASTRUCTURE AND SITEWORK LAKE NONA CLINICAL FACILITIES	P, B			\$10,000,000									10,000,000
72 STRATEGIC LAND AND PROPERTY	P, B		\$100,000,000									N/A	N/A
73 BRIGHTHOUSE NETWORKS STADIUM TOWER EXPANSION	P, B		\$5,000,000									14,225	21,337
74 TRACK AND SOCCER CLUB HOUSE	P, B		\$850,000									2,800	4,200
75 SOFTBALL PRACTICE FIELD	P, B		\$250,000									N/A	N/A
76 ATHLETICS PRACTICE FIELD	P, B		\$500,000									N/A	N/A
77 WOMENS COMPETITION AND PRACTICE FIELD	P, B		\$2,000,000									N/A	N/A
78 BASEBALL PRACTICE FIELD	P, B		\$400,000									N/A	N/A
79 BASKETBALL PRACTICE FACILITY	P, B		\$12,000,000									32,000	48,000
80 RECREATION AND WELLNESS CENTER PHASE III	P, B		\$20,000,000									5,200	7,800
81 LIFE SCIENCES INCUBATOR, LAKE NONA	P, B		\$10,000,000									36,667	55,000
82 EAST ATHLETICS CENTER	P, B		\$15,000,000									11,706	17,559
83 CARACOL to BELIZE	C		\$350,000									49,570	72,555
84 BURNETT BIO-MEDICAL SCIENCE CENTER INFRASTRUCTURE	C		\$7,500,000	\$75,000								6,271	9,407
85 ORLANDO REPERTORY THEATRE III RENOVATIONS	C		\$75,000	\$75,000								8,000	12,000
86 RESEARCH LAB, LAKE NONA	C, P, B		\$6,412,845	\$97,268,758	\$9,180,000							132,018	198,027
87 NOT USED													0
88 HOTEL AND CONFERENCE CENTER	P		\$60,000,000									190,000	250,000
89 PARKING GARAGE VII	B			\$20,000,000								242,667	364,000
90 LIBRARY EXPANSION	CITF, P		\$44,114,399	\$40,471,926	\$40,471,926							109,703	164,594
91 LAKE CLARE RENOVATION	CITF		\$5,000,000									100,000	150,000
92 CREATIVE SCHOOL FOR CHILDREN	CITF		\$6,000,000									25,000	37,500
93 STUDENT UNION II (Phase I)	CITF		\$14,000,000									37,800	56,700
94 STUDENT UNION II (Phase II)	CITF		\$6,000,000									17,000	25,500
95 STUDENT UNION II (Phase III)	CITF		\$21,000,000									60,000	90,000
96 RWC PARK PHASE IV	CITF		\$5,000,000									32,000	50,000
TOTAL													
												New Campus Sq. Ft.	
												Off Campus Sq. Ft.	

Funding sources denote probable building completion year

Projects in green denote projects planned off-campus.

Projects in blue denote renovation and/or remodeling projects

*Fund Types:

PECO (Public Education Capital Outlay), C (Courtelis), P (Private),

B (Bond), CITF (Capital Improvement Trust Fund), O (Other)

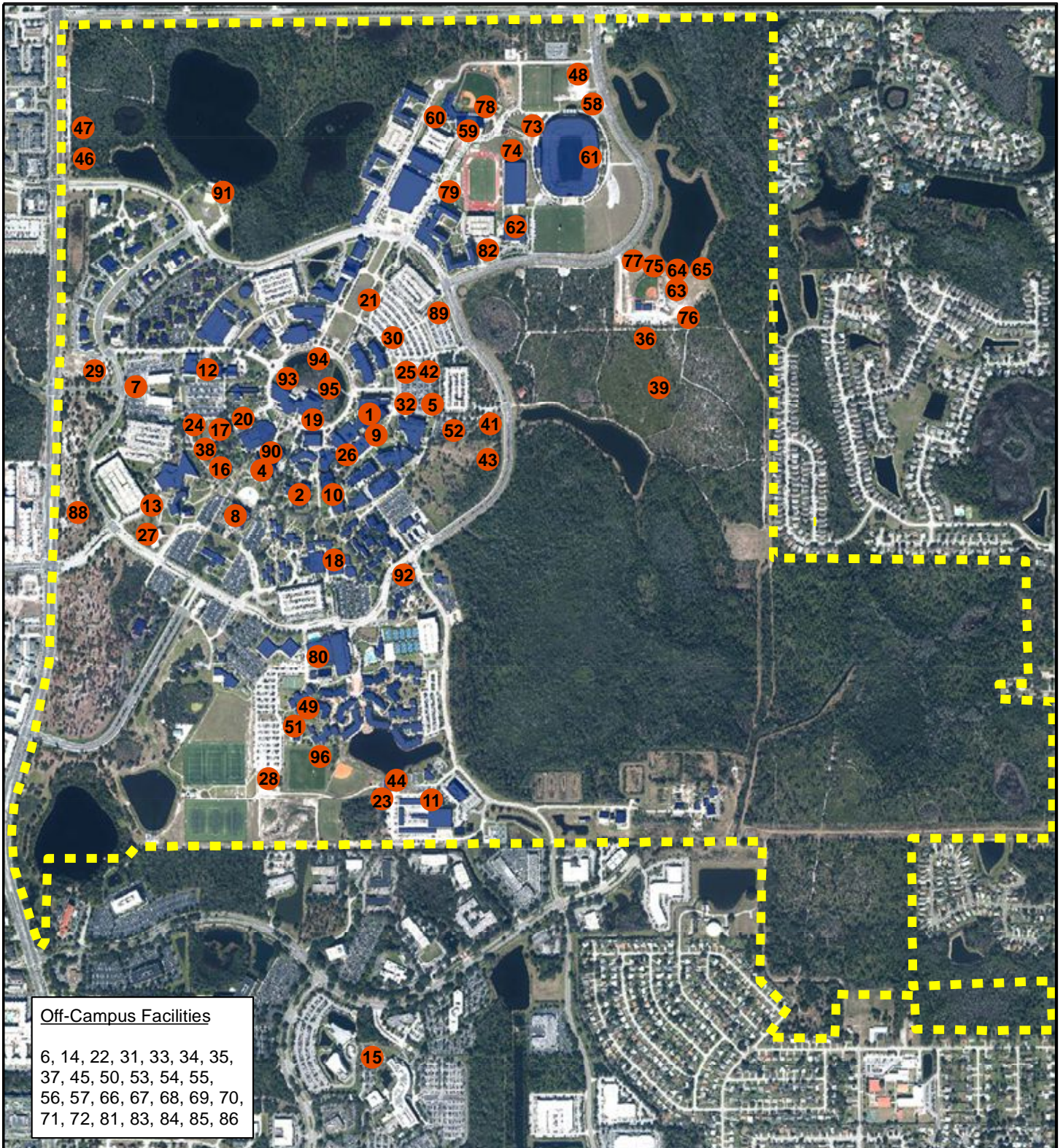


Figure 3-1

Urban Design and Capital Improvements

Comprehensive Master Plan Update
University of Central Florida
Orlando, Florida
2015-2025

All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.