



UNIVERSITY OF CENTRAL FLORIDA

Office of the President

**REVISED**

University of Central Florida  
Board of Trustees Meeting  
October 26, 2017  
*FAIRWINDS* Alumni Center  
Agenda

9:00 a.m. – 4:00 p.m.

Lunch 12:00 p.m.

800-442-5794, passcode, 463796

International calls +1 719-785-9345, passcode, 463796

COMMITTEE MEETINGS

9:00 – 9:30 a.m.

9:30 – 10:15 a.m.

10:15 – 11:30 a.m.

11:30 a.m. – 12:00 p.m.

Finance and Facilities, Alex Martins, Chair

Advancement, Clarence Brown, Chair

Compensation and Labor, John Sprouls, Chair

Nominating and Governance, William Yeargin,  
Chair

BOARD MEETING

1:00 – 4:00 p.m.

1. Welcome and call to order Marcos Marchena, Chairman
  2. Roll call Rick Schell, Associate Corporate Secretary
  3. Public comment Rick Schell
  4. [Minutes of July 20, 2017, and September 27, 2017, meetings](#) Chairman Marchena
  5. Remarks and introductions John C. Hitt, President
  6. Reports
- INFO-1** Information IGNITE Update  
Mike Morsberger (Vice President for Development and CEO, UCF Foundation)
7. Advancement Committee report Chair Brown
- ADV-1** Approval Naming of the Tony and Sonja Nicholson Plaza (Morsberger)

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|-----|--|---|
| 8.  | Audit and Compliance Committee report      | Chair Beverly Seay  |
| 9.  | Compensation and Labor Committee report    | Chair Sprouls   |
|     | <b>CL-1</b> Approval                       | Report on the Assessment of the President's Performance and Recommendation for Compensation (Sprouls)   |
| 10. | Educational Programs Committee report      | Chair Robert Garvy  |
| 11. | Finance and Facilities Committee report    | Chair Alex Martins  |
|     | <b>FF-1</b> Approval                       | Commercial Lease by and between TSLF Church Street Exchange, LLC, and University of Central Florida Board of Trustees (William Merck II, Vice President for Administration and Finance and CFO) |
|     | <b>FF-2</b> Approval                       | Five-year Capital Improvement Plan Revised (Merck)  |
| 12. | Nominating and Governance Committee report | Chair Yeargin   |
|     | <b>NG-1</b> Approval                       | Board Policy on Delegation of Authority to the President (Yeargin)  |
| 13. | Consent Agenda                             | Chairman Marchena   |
|     | <b>AUD-1</b> Approval                      | Compliance and Ethics Program Plan (Seay)   |
|     | <b>CL-2</b> Approval                       | 2014–17 Performance Unit Plan Goal Accomplishments (Sprouls)  |
|     | <b>CL-3</b> Approval                       | Performance Unit Plan Payments for the 2014–17 Cycle (Sprouls)  |
|     | <b>CL-4</b> Approval                       | 2017–20 Performance Unit Plan Awards (Sprouls)  |
|     | <b>CL-5</b> Approval                       | The Annual Report, July 1, 2016–June 30, 2017 (Sprouls)   |

<b>CL-6</b>	Approval	Amendment to University Regulations UCF–3.001Non-Discrimination: Affirmative Action Programs, UCF–3.0134 Grievances Alleging Discrimination, and UCF–5.020 Religious Observances (Sprouls)
<b>CL-7</b>	Approval	Revision to University Regulation UCF–3.0122 Resignation and Nonrenewal of Non-unit Faculty and Administrative and Professional Staff Members (Sprouls)
<b>CL-8</b>	Approval	Article 5, AFSCME Activities; Article 7, Wages; and Article 13, Change in Assignment; of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees (Sprouls)
<b>EP-1</b>	Approval	Conferral of Degrees (A. Dale Whittaker, Provost and Executive Vice President)
<b>EP-2</b>	Approval	Tenure with Hire (Whittaker)
<b>FF-3</b>	Approval	Amendments to University Regulation UCF–4.030 Boating on University Lakes (Merck)
<b>FF-4</b>	Approval	Amendments to University Regulation UCF–7.230 Real Property Leasing (Merck)
<b>FF-5</b>	Approval	Revision to Florida Solar Energy Center Rules 6C7–8.009 and 6C7–8.010 (Merck)
<b>FF-6</b>	Approval	Amendments to University Regulation UCF–4.019 Fee Policy–Payments, Refunds, and Release of Fee Liability (Merck)
<b>FF-7</b>	Approval	Garvy Center for Student-Athlete Nutrition (Merck)
<b>NG-2</b>	Approval	Amend Nominating and Governance Committee Charter (Yeargin)
<b>NG-3</b>	Approval	Anthony J. Nicholson Honorary Doctor of Public Service Degree (Schell)
14.	New business	Chairman Marchena

15. Announcements and adjournment Chairman Marchena

Upcoming meetings and events

Board of Trustees retreat	October 27, 2017 ( <i>FAIRWINDS</i> Alumni Center)
Trustee Summit 2017	November 8, 2017 (Student Union)
Board of Governors meeting	November 8–9, 2017 ( <i>FAIRWINDS</i> Alumni Center)
Commencement	December 15–16, 2017 (CFE Arena)
Board of Trustees meeting	January 18, 2018 ( <i>FAIRWINDS</i> Alumni Center)



**Minutes  
Board of Trustees Meeting  
University of Central Florida  
July 20, 2017**

Chairman Marcos Marchena called the meeting of the Board of Trustees to order at 1:17 p.m. in the Live Oak Event Center on the UCF Orlando campus.

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

**WELCOME**

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

The following board members attended the meeting: Chairman Marcos Marchena, Vice Chair Robert Garvy, Ken Bradley, Clarence Brown, Joseph Conte, Nicholas Larkins, John Lord, Beverly Seay, William Self, John Sprouls, David Walsh, and William Yeargin. Trustee Alex Martins attended via teleconference.

**PUBLIC COMMENT**

There were no requests for public comment.

Marchena welcomed new trustee, John Lord. Marchena reported that Ray Gilley continued to serve as trustee about 14 months beyond the end of his term and after moving out of state. Marchena recognized Gilley's level of commitment on behalf of the university and expressed his appreciation.

**MINUTES**

Marchena called for approval of the May 18, 2017, and June 23, 2017, meeting minutes, which were approved.

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

**REMARKS**

Hitt welcomed and congratulated new board member, John Lord, who is a trustee of the Alfred I. duPont Trust and the past chair of the board of directors of the Nemours Foundation. Trustee Lord retired in 2000 from his position with Bank of America after a 32-year banking career to join the duPont Trust. Hitt presented him with a gold Pegasus pin and welcomed him to the board.

## **INTRODUCTIONS**

Hitt congratulated the following members of the UCF community.

### **A. Students**

The Association for Computing Machinery hosted the 41<sup>st</sup> World Finals of the International Collegiate Programming Contest. Again, UCF placed first in the nation and 13th in the world. MIT, Rochester, UC Berkeley, Washington University, Cornell, Virginia Tech, and others came behind. Hitt referred the board to the complete list of rankings included in their meeting materials. He noted that Beverly Seay gave a presentation at the World Finals and also served as a deputy. Hitt thanked Seay for her support at the finals.

### **B. Faculty**

In 2002-03, the Board of Trustees funded the trustee chairs initiative to retain and to attract exceptional faculty. There are currently eight UCF faculty members who hold trustee chairs. Three faculty members were selected as the 2017 Trustee Chairs. These chairs have five-year appointments and receive an annual stipend of \$50,000 with the potential for renewal with sustained preeminence.

Sudipta Seal, a professor in the College of Engineering and Computer Science, joined UCF in 1997. He was recognized as a Pegasus Professor in 2012. He has served as the director of the Advanced Materials Processing Analysis Center and Nanoscience Technology Center since 2009, and he has served as the interim chair of Materials Science and Engineering since 2014.

Judy Simms-Cendan is the director of International Experiences and Associate Professor of Obstetrics and Gynecology at the UCF College of Medicine. Simms-Cendan's leadership in providing healthcare to uninsured migrant farm workers earned her an inaugural award from the U.S. Public Health Service and the Inter-professional Education Collaborative.

Hitt recognized the following members of her team: Tracy Wharton, Patrick Pabian, Jennifer Tucker, Geraldine Luzincourt, Erin Onge, Sven Normann, and Robin Kohn.

Rebekah McCloud, the director of the University of Central Florida Student Development and Enrollment Services TRiO Center, announced that UCF will receive \$3.8 million over five years for three TRiO Upward Bound program grants. McCloud was the primary proposal writer for the TRiO Upward Bound programs that are designed to assist low-income, first generation high school students by providing a pipeline to post-secondary education.

Jerry Johnson is the co-director of the Institute for the Advancement of Research, Innovation and Practice in Rural Education. A national research report "Why Rural Matters" was released in March at the National Press Club in Washington D.C. as part of a Congressional briefing. Featured prominently on the cover of the report is Johnson's UCF affiliation.

### C. Staff

The Communications and Marketing division recently won two notable awards. Marketing won its first national American Advertising Award, and *Pegasus Magazine* won for its overall design and layout.

News and Information also won top honors at the Orlando chapter of Florida Public Relations Association annual awards. Competing against Central Florida industry and organizations, the team won the top overall award for a communications campaign to grow UCF's research reputation.

### D. Employee of the Month

The Employee of the Month for May was Elba Miscannon, an executive administrative assistant to the director of the Learning Support Center of Student Development and Enrollment Services. She has been with UCF for the past seventeen years.

The Employee of the Month for June was Jerry Archambault, an accountant for Activity and Service Fees of Student Development and Enrollment Services. He has been with UCF for the past fifteen years.

## **REPORTS**

Marchena introduced Scott Cole, Vice President and General Counsel, who gave an informational report on the following item.

- INFO-1 Public Records and Sunshine Laws Update

## **ADVANCEMENT COMMITTEE REPORT**

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

Brown reported that updates relating to INFO-2 were presented by the following individuals.

- Dan Holsenbeck, Senior Vice President for University Relations, introduced Gregory A. Schuckman, Assistant Vice President for University Relations and Director for Federal Relations and Research Advancement, who is a lobbyist in Washington, D.C. Schuckman provided an update on federal funding.
- Mike Morsberger, Vice President for Advancement and CEO of the UCF Foundation, provided an update on the IGNITE campaign.

## **COMPENSATION AND LABOR COMMITTEE REPORT**

John Sprouls, Chair of the Compensation and Labor Committee, reported the highlights from the committee meeting held earlier in the day.

- Sprouls reported that the committee discussed two items on the consent agenda:
  - CLC-1 Amendments to University Regulations, UCF-3.035 University Closings Due to Emergency Conditions and UCF-3.040 Benefits and Hours of Work. Sprouls stated that the amendments contained nothing material. The committee approved the amendments to the regulations.
  - CLC-2 Performance Unit Plan Incentive Measures and Goals. Paul McConnell, McConnell and Company, a compensation specialist, presented a draft of the 2017-18 Performance Unit Plan. An amendment was accepted to increase the weight of “Excellence” to 40% and to reduce the weight of “Scale” and “Impact” to 30%.
- Maureen Binder, Associate Vice President and Chief Human Resources Officer, reported on additional compensation for exempt personnel (INFO-1).
- Sprouls noted that a Presidential performance review takes place every year. Every third year an external consultant performs the review and years in between the UCF Human Resources Department performs the review. He called attention to the information item (INFO-2) that consists of the questions Binder will ask the trustees for the review.

### **EDUCATIONAL PROGRAMS COMMITTEE REPORT**

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

- A. Dale Whittaker, Provost and Executive Vice President, reported on the Conferral of Degrees (EPC-1) that was unanimously approved by the committee. He indicated that there are a total of 3,699 baccalaureate, master’s, and doctoral degrees that will be conferred at the Summer 2017 commencement ceremonies on August 5, 2017.
  - 3,051 baccalaureate degrees
  - 524 master’s degrees
  - 124 doctoral and specialist degrees
  - 3,699 Total
- Elizabeth Klonoff, Vice President for Research and Dean, reported on the New Degree Program-Master of Athletic Training (EPC-2), that was unanimously approved by the committee.
- Whittaker reported on the 2017-18 Tenure with Hire (EPC-3). A total of 13 faculty members were unanimously approved by the committee.
- Paige Borden, Associate Provost for Academic Program Quality and Associate Vice President for Institutional Knowledge Management, reported on Performance Based Funding–Metric 10 Recommendation (EPC-4) that was unanimously approved by the committee.
- Youndy Cook, Deputy General Counsel, reported on Amendment to 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-.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); UCF-5.017 (Appeals of Graduate Program Actions or Decisions) (EPC-5). She noted the changes to various sections of the chapter. The amendment to Chapter 5 was unanimously approved by the committee.

- Borden reported on the UCF 2017 Textbook and Instructional Materials Affordability Annual Report (EPC-6), which was unanimously approved by the committee.
- Whittaker introduced Gregory Welch, Assistant Professor and Florida Hospital Endowed Chair in Healthcare Simulation in the College of Nursing, who reported on Healthcare Simulation (INFO-1), virtual patients, and experiential training. Welch studied Electrical Technology at Purdue University and Computer Science at UNC Chapel Hill.
- Whittaker reported on Mythbuster-Digital Learning (INFO-2), providing an update on access, quality, and the success of digital learning.

### **FINANCE AND FACILITIES COMMITTEE REPORT**

Alex Martins, Chair of the Finance and Facilities Committee, via teleconference reported the highlights from the committee meeting held on June 14, 2017, and earlier in the day.

- Martins reported that at the June 14, 2017, meeting the committee unanimously approved the following items that are on the consent agenda.
  - 2017-18 College of Medicine Faculty Practice Plan Budget (FF-13)
  - 2017-18 College of Medicine Self-insurance Program Budget (FF-14)
  - Amendments to University Regulation UCF-4.0293 Use of University Facilities (FF-15) an update to the procedures for using university facilities and to articulate more clearly limitations on outside individuals and entities who wish to use university facilities.
- Martins noted that the following information items were presented at the June 14, 2017, committee meeting:
  - Direct Support Organizations' 2016-17 Third-Quarter Financial Reports (INFO-1) for the period ended March 31, 2017, was provided as an information item.
  - UCF Investments Quarterly Report Ended March 31, 2017, Including Annual Review (INFO-2).
- Martins stated that in response to public comments made at the May 18, 2017, Board of Trustees meeting, the committee was provided background information and an update on the house-keeping operations staff and schedule changes, and that the committee accepted the report.

Martins presented the following items for board approval.

- FF-1 Campus Bookstore Contract—A motion was unanimously passed approving a 10-year bookstore agreement with Barnes and Noble.
- FF-2 Release of Unrestricted UCF Stadium Corporation Revenues—A motion was unanimously passed approving the release of revenues above budgeted

obligations from the UCF Stadium Corporation to the UCF Athletics Association for 2017-18.

- FF-3 2017-18 Direct Support Organizations' Budgets—A motion was unanimously passed approving the 2017-18 operating budgets for the following DSOs: UCF Athletics Association, UCF Convocation Corporation, UCF Finance Corporation, UCF Foundation, UCF Limbless Solutions, UCF Research Foundation, and UCF Stadium Corporation.
- FF-4 Five-year Capital Improvement Plan—A motion was unanimously passed approving the capital improvement plan for 2018-19 through 2022-23, with the understanding that several line items could have name changes.
- FF-5 Finance and Facilities Committee Charter Review—A motion was unanimously passed approving the updated Finance and Facilities Committee charter.
- FF-6 2017-18 Updated University Operating Budget—A motion was unanimously passed approving the revised 2017-18 operating budget.
- FF-7 Refinancing of UCF Finance Corporation Series 2007 Bonds—A motion was unanimously passed approving the UCF Finance Corporation's request to refinance the outstanding Series 2007 bonds.
- FF-8 Campus Concessions Food Services Management Agreement—A motion was passed 12 for and with John Sprouls recusing himself due to a conflict of interest approving a 10-year negotiated agreement to provide concessions at Spectrum Stadium, CFE Arena, and other UCF Athletics venues.
- FF-9 Amendment to Sublease Agreement between UCF and Pegasus Hotel LLC—A motion was unanimously passed approving the amendment to the sublease agreement with Pegasus Hotel LLC for an on-campus hotel and conference center.
- FF-10 Financing of Solar Farm—This item was tabled until such time that university staff completes further investigation into the use of the land, educate the trustees in greater detail about the project, and bring recommendations from an energy consultant back to the committee.
- FF-11 Baseball Stadium Expansion—A motion was unanimously passed approving UCF to fund internally up to \$3.6 million in construction costs to expand and renovate the baseball stadium.
- FF-12 Amendment to the Revised and Restated Development Agreement with Osceola County Including Appendix B Lease Agreement—A motion was unanimously passed approving the amended and restated development agreement and lease for the advanced manufacturing industry center in Osceola County.

## **NOMINATING AND GOVERNANCE COMMITTEE REPORT**

William Yeargin, Chair of the Nominating and Governance Committee, reported that on May 9, 2017, the Nominating and Governance Committee unanimously recommended that Marcos Marchena be reelected chairman and that Robert Garvy be reelected 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 unanimously passed approving the recommendations of the Nominating and Governance Committee to elect Trustee Marcos Marchena for an additional two-year term as chairman of the UCF Board of Trustees, and elect Trustee Robert Garvy for an additional two-year term as vice chair of the UCF Board of Trustees.
- Yeargin reported that a recommendation that the university confer an honorary doctorate of public service degree for Leonard Williams was on the consent agenda as NG-2.

Marchena expressed his appreciation for the confidence shown and stated he looked forward to working with everyone in the future.

Marchena stated that on-line learning is one of the ways that we are going to be able to continue to have the kind of impact we want to have, and he requested that the university dedicate some funding to expand distance learning with a three year goal to increase on-line learning from our current 42% to 50% by the year 2020.

## **STRATEGIC PLANNING COMMITTEE REPORT**

Clarence Brown, Chair, noted the report that was given to the Strategic Planning Committee. It detailed the plan to infuse the strategic plan into the university culture.

## **CONSENT AGENDA**

A motion was made to accept the consent agenda, and members of the board unanimously approved the following actions.

- CL-1 Amendments to University Regulations UCF-3.035 University Closings Due to Emergency Conditions and UCF-3.040 Benefits and Hours of Work—Approval of the amendments to University Regulations UCF-3.035 and UCF-3.040
- CL-2 Performance Unit Plan Incentive Measures and Goals— Approval of the 2018-20 performance incentive measures and goals for the president and senior officials
- EP-1 Conferral of Degrees—Approval of degrees at the Summer 2017 commencement ceremonies

- EP-2 New Degree Program-Master of Athletic Training—Approval of new degree program—Masters of Athletic Training
- EP-3 2017-18 Tenure with Hire—Approval of tenure with hire
- EP-4 Performance-based Funding-Metric 10 Selection—Approval of three replacement options
- EP-5 Amendment to Chapter 5 University Regulations—Approval of amendment to university regulations relating to student conduct rules, student organization conduct rules, and review proceedings for violations of the conduct rules by students or student organizations, student academic behavior standards and student academic appeals. The Chapter 5 regulations to be amended are:
  - 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
  - UCF-5.017 Appeals of Graduate Program Actions or Decisions
- EP-6 UCF 2017 Textbook and Instructional Materials Affordability Annual Report—Approval of the Textbook and Instructional Materials Affordability Annual Report
- FF-13 2017-18 College of Medicine Faculty Practice Plan Budget—Approval of the 2017-18 College of Medicine Faculty Practice Plan budget presented by the College of Medicine
- FF-14 2017-18 College of Medicine Self-insurance Program Budget—Approval of approval of the 2017-18 Self-insurance Program budget presented by the College of Medicine
- FF-15 Amendments to University Regulation UCF-4.0293 Use of University Facilities—Approval of amendments to existing university regulation UCF-4.0293
- NG-2 Honorary Doctor in Public Service Degree for Leonard Williams—Approval of an Honorary Doctor of Public Service degree for Leonard Williams



**NEW BUSINESS**

Marchena presented the following informational item to the board. He indicated that he expects to make some adjustments to the assignments to the committees.

- INFO-3 Board Committee and Direct Support Organization Assignments

Bradley reported that the university will host the American Heart Walk in September, and the organizers anticipate over 20,000 people involved in the walk.

**ANNOUNCEMENTS AND ADJOURNMENT**

Marchena announced the following upcoming meetings:

Commencement	August 5, 2017 (CFE Arena)
Class of 2021 White Coat Ceremony	August 7, 2017 (Pegasus Ballroom)
UCF Football Kickoff Luncheon	August 18, 2017 (CFE Arena) Please let Rick Schell know if you would like to attend.
Board of Governors meeting	August 30-31, 2017 (University of Florida)
Board of Trustees teleconference meeting	September 27, 2017 (President's Boardroom)
Board of Governors committee meetings	October 3, 2017 (Florida Gulf Coast University)
Board of Trustees meeting	October 26, 2017 (FAIRWINDS Alumni Center)
Board of Trustees retreat	October 27, 2017 (FAIRWINDS Alumni Center)
Board of Governors Trustee Summit	November 8, 2017 (UCF Student Union)

Board of Governors meeting

November 8-9, 2017  
(*FAIRWINDS* Alumni Center)

Marchena adjourned the board meeting at 2:46 p.m.

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

John C. Hitt  
Corporate Secretary

**Minutes  
Board of Trustees Teleconference Meeting  
University of Central Florida  
September 27, 2017**

Chairman Marcos Marchena called the teleconference meeting of the Board of Trustees to order at 8:33 a.m.

The following board members attended the meeting via teleconference: Chairman Marcos Marchena, Vice Chair Robert Garvy, Trustees Clarence Brown, Joseph Conte, John Lord, Alex Martins, Beverly Seay, William Self, John Sprouls, David Walsh, and William Yeargin.

**WELCOME**

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

Marchena called on Nancy Myers, Director, Office of Institutional Equity, who presented the following item for board approval.

BOT-1 Florida Equity Report—A motion was unanimously passed approving the report.

Marchena called on William F. Merck II, Vice President for Administration and Finance and CFO, who presented the following items for board approval.

FF-1 Lease Agreement between Ustler Development, Inc., and Development Ventures Group, Inc., and University of Central Florida Board of Trustees—A motion was unanimously passed approving the lease agreement.

FF-2 Mental Health Counseling and Public Safety Officers Implementation Plan—A motion was unanimously passed approving the implementation plan.

Marchena called on Grant Heston, Vice President for Communications and Marketing, who presented the following item for board approval.

FF-3 WUCF TV Channel Sharing Agreement—A motion was unanimously passed approving the agreement.

Marchena called on John Sprouls, Chair of the Compensation and Labor Committee, who presented the following item for board approval.

CL-1 Article 3: Management Rights; Article 13: Work Day, Work Period, and Committee Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages of the Collective Bargaining

Agreement with the Central Florida Police Benevolent Association–A motion was unanimously passed approving all of the articles.

**NEW BUSINESS**

Marchena called on John C. Hitt, President, who presented the following item for board approval. Marchena recommended that the item be adopted for the current semester, the next semester, and then revisit the item in the future.

BOT-2 In-State Tuition Eligibility–A motion was unanimously passed approving the In-State Tuition Eligibility.

**ADJOURNMENT**

Marchena adjourned the board meeting at 9:22 a.m.

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

ITEM: **INFO-1**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** IGNITE Update

**DATE:** October 26, 2017

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**PROPOSED COMMITTEE ACTION**

For presentation at meeting.

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**Supporting documentation:** Presentation to be shown at meeting

**Prepared by:** UCF Advancement

**Submitted by:** Mike Morsberger, Vice President for Advancement and CEO, UCF Foundation

**ITEM: ADV-1**

**University of Central Florida  
Board of Trustees  
Advancement Committee**

**SUBJECT:** Naming of the Tony and Sonja Nicholson Plaza

**DATE:** October 26, 2017

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**PROPOSED COMMITTEE ACTION**

Approve naming the Tony and Sonja Nicholson Plaza (Nicholson Plaza) upon the completion of certain actions by the Donors. The naming is requested in grateful recognition of the generous contributions by Anthony J. and Sonya R. Nicholson (Donors or the Nicholsons) to the University of Central Florida and the UCF Athletics Association, Inc.

**BACKGROUND INFORMATION**

On August 4, 2017, the Nicholsons made a charitable commitment of \$2 million to the Nicholson Athletics Facilities Enhancement Fund to support construction and enhancement of facilities associated with UCF Athletics. This support is unrestricted for this purpose and may include the enhancement of the Nicholson Fieldhouse and construction of an open air plaza connecting Nicholson Fieldhouse to Spectrum Stadium (Tony and Sonja Nicholson Plaza or Nicholson Plaza). Other commitments of the Nicholsons have been satisfied or combined in the current pledge.

Physical naming of the Nicholson Plaza is conditioned upon receipt of \$300,000 by November 30, 2018, of which \$100,000 has been received, and timely performance on the pledge payment schedule. The Nicholsons may be publicly recognized following approval by the UCF Board of Trustees.

The Nicholson's are leading annual donors and provide support to the communications school (Nicholson School of Communication), athletics (Nicholson Fieldhouse), and other special needs of UCF.

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**Supporting Documentation:** Attachment A: 9.005 Naming of Buildings and Facilities

**Prepared by:** Margaret Jarrell-Cole, Associate Vice President and  
Legal Counsel, UCF Foundation, Inc.

**Submitted on behalf of:** Michael J. Morsberger, Vice President for Advancement and  
Chief Executive Officer of the UCF Foundation, Inc.

ATTACHMENT A

**9.5 Naming of Buildings and Facilities**

The naming of any building, road, bridge, park, recreational complex, other similar facility or educational site, as defined in Board regulation 8.009, (collectively referred to as a “University Facility”) of a state university for individuals or groups who have made significant contributions to the university or the state of Florida is the prerogative and privilege of the State University System of Florida and is vested in the Board of Governors. The Board of Governors hereby delegates such approval authority to each university board of trustees provided that the board of trustees establishes procedures for the naming of such University Facilities to include the following elements:

- (a) The naming of any University Facility must be approved by the board of trustees as a noticed, non-consent agenda item.
- (b) Non-gift related honorary naming of a University Facility should be reserved for individuals who have made significant contributions to the university or to the state of Florida or to the fields of education, government, science or human betterment and who are of recognized accomplishment and character. Honorary naming of a University Facility is not allowed for any active board member or employee of the Board of Governors or any active employee, student, or trustee of the university.
- (c) Gift-related naming of a University Facility requires a donation which makes a significant contribution to the cost of the University Facility, or for an existing facility, significant improvements, both as established by the board of trustees’ policy. The limitations set forth in paragraph (b) are not applicable to gift-related naming of a University Facility.

Authority: Section 7 (d), Art. IX, Fla. Const., History—Formerly 6C-9.005, 11-3-72, Amended 12-17-74, 8-11-85, Amended and Renumbered as 9.005, 3-27-08. Amended 11-21-13.

ATTACHMENT A

**9.5 Naming of Buildings and Facilities**

The naming of any building, road, bridge, park, recreational complex, other similar facility or educational site, as defined in Board regulation 8.009, (collectively referred to as a “University Facility”) of a state university for individuals or groups who have made significant contributions to the university or the state of Florida is the prerogative and privilege of the State University System of Florida and is vested in the Board of Governors. The Board of Governors hereby delegates such approval authority to each university board of trustees provided that the board of trustees establishes procedures for the naming of such University Facilities to include the following elements:

- (a) The naming of any University Facility must be approved by the board of trustees as a noticed, non-consent agenda item.
- (b) Non-gift related honorary naming of a University Facility should be reserved for individuals who have made significant contributions to the university or to the state of Florida or to the fields of education, government, science or human betterment and who are of recognized accomplishment and character. Honorary naming of a University Facility is not allowed for any active board member or employee of the Board of Governors or any active employee, student, or trustee of the university.
- (c) Gift-related naming of a University Facility requires a donation which makes a significant contribution to the cost of the University Facility, or for an existing facility, significant improvements, both as established by the board of trustees’ policy. The limitations set forth in paragraph (b) are not applicable to gift-related naming of a University Facility.

Authority: Section 7 (d), Art. IX, Fla. Const., History—Formerly 6C-9.005, 11-3-72, Amended 12-17-74, 8-11-85, Amended and Renumbered as 9.005, 3-27-08. Amended 11-21-13.



ITEM: CL-1

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Report on the Assessment of the President's Performance and  
Recommendation for Compensation

**DATE:** October 26, 2017

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**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 review of the president's performance and compensation on an annual basis by the board.

The charter of the Compensation and Labor Committee states that the committee will submit an annual recommendation to the board for the president's performance and compensation.

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**Supporting documentation:**

Attachment A: 2016-17 Report on the Assessment of the President's  
Performance and Recommendation for Compensation

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

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

## **2016-17 Compensation and Labor Committee Report and Recommendations**

### **UCF Board of Trustees**

The Compensation and Labor Committee met on October 26, 2017, to review the university's accomplishment of goals established by the Board of Trustees, discuss new long-term goals with the president for 2017-20, 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 Maureen Binder, 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 2016-17 year. The assessment levels are defined as unsatisfactory, conditional, satisfactory, above satisfactory, and outstanding. In addition to the trustees' assessment, Chairman Marchena contacted the Board of Governors' Chair, Thomas Kuntz, and received his evaluation of the president's performance

The trustees' assessment of the president's performance was outstanding overall. President Hitt was rated highest in the categories of personal characteristics, relationship with the board, vision for the university, and administrative leadership. The president received a majority of trustee assessment ratings of outstanding in all categories, except for fund-raising.

The trustees believe the president has done an outstanding job in providing leadership to the university over the last year. Many of them felt that the university has been successful because of his leadership. In addition, they recognize that he has assembled a strong leadership team that has helped him guide the university. Several trustees noted that he empowers his team and that they are a talented group of individuals. The trustees were almost unanimous in praising Dr. Hitt's vision for the university. Several commented that that his greatest strength is that he has big ideas and has been able to both execute and find ways to creatively fund them in ways that involve partnership and stakeholder engagement. They cited the downtown Orlando campus project and the teaching hospital as examples. One trustee specifically stated that at one point, no one downtown knew of UCF and now everyone knows UCF and John Hitt. Many of the trustees also recognized that President Hitt's stature and reputation in the State University System and the Orlando community is key to helping him pursue these initiatives. The president is consistently identified as a key player in the growth and recognition of UCF within the

community and the region. Several trustees expressed the sentiment that the university would not be where it is today, if not for his leadership over the past 25 years. Several trustees stated that President Hitt is doing an excellent job and is an asset to the university and the state. Several also commented that UCF is “lucky to have him as our president.”

Two themes did emerge as areas of concern. In past years, fundraising was consistently seen as an area which needed improvement. However, most trustees expressed that President Hitt has made noteworthy changes in this area. Several trustees stated that they felt comfortable that UCF was now on the right path in this area. In addition, trustees commented that the Ignite campaign has shown momentum and appears to be bringing good results. Another area of concern from several trustees was the lack of a succession plan for the president and other senior leaders who may potentially retire concurrently with President Hitt. While they were very complimentary of the president (“exemplary and outstanding leader,” “provides outstanding leadership to the university”) and did not want to see him retire, some expressed concerns about how UCF will eventually replace him. Several noted that succession planning should be a priority over the next year.

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 Trustees’ 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 also reviewed President Hitt’s compensation over the last seven years. The committee observed that the president has more than 25 years of highly successful leadership at UCF.

In reviewing Dr. Hitt’s base salary and comparing it to presidential salaries of the State University Large Schools, he is paid competitively at the 80<sup>th</sup> percentile. However, mindful of President Hitt’s “Outstanding” annual evaluation, the committee recommends an increase to his base salary of 2% as well as increase in his Performance Unit Points of 3% for the 2017-2020 cycle.

Prepared by: Maureen Binder, Associate Vice President and Chief Human Resources Officer

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

**ITEM: FF-1**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Commercial Lease by and between TSLF Church Street Exchange, LLC,  
and University of Central Florida Board of Trustees

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Recommend approval of the commercial lease agreement for a portion of the ground floor of The Church Street Exchange, located at 101 South Garland Avenue in Orlando.

**BACKGROUND INFORMATION**

The commercial lease agreement involves approximately 17,189 square feet of the ground floor of the building commonly known as The Church Street Exchange at Church Street Station in downtown Orlando.

The lease term will commence on November 1 and continue for 48 months. Annual rental rate for the first year is \$326,591, payable in advance in equal monthly installments of \$27,215.92. The rental rate for the first year is inclusive of real estate taxes and operating expenses. For each subsequent year, base rent will be increased either 3 percent or based on CPI, whichever is less, and the tenant will also be responsible for a proportionate share (19.38 percent) of the operating expenses for the ground floor of the building.

This lease is currently occupied by CanvsOrl, Inc., and is contingent upon the termination of the existing lease on or before November 1, 2017. It is the landlord's intention to immediately sublease the space back to CanvsOrl, Inc., mirroring the terms and conditions of this lease.

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**Supporting documentation:** Attachment A: Commercial Lease Agreement

**Prepared by:** Jennifer Cerasa, Associate General Counsel

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

Attachment A

**COMMERCIAL LEASE**

**BY AND BETWEEN**

**TSLF CHURCH STREET EXCHANGE, LLC**  
a Delaware limited liability company

**AND**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**

**FOR A PORTION OF THE  
GROUND FLOOR**

**OF**

**THE CHURCH STREET EXCHANGE**

**101 SOUTH GARLAND AVE  
ORLANDO, FLORIDA**

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1 - BASIC LEASE TERMS.....	1
1.1    Building.....	1
1.2    Leased Premises.....	1
1.3    Lease Term.....	1
1.4    Commencement Date.....	1
1.5    Base Rent .....	1
1.6    Security Deposit.....	1
1.7    Addresses: .....	2
ARTICLE 2 - ADDITIONAL DEFINITIONS.....	2
2.1    Abandon .....	2
2.2    Act of God or Force Majeure.....	2
2.3    Common Areas .....	3
2.4    Guarantor .....	3
2.5    Lease Year .....	3
2.6    Permitted Use.....	3
2.7    Rules and Regulations.....	3
ARTICLE 3 - GRANTING AND RENT PROVISIONS.....	4
3.1    Grant of Leased Premises .....	4
3.2    Base Rent .....	4
3.3    Additional Rent.....	4
3.4    Legal Tender .....	8
3.5    Late Payment Charge .....	8
3.6    Security Deposits .....	8

TABLE OF CONTENTS  
(continued)

	<b>Page</b>
3.7 Reserved.....	9
3.8 Holding Over .....	9
ARTICLE 4 - OCCUPANCY, USE AND OPERATIONS.....	9
4.1 Use and Operation of Tenant’s Business .....	9
4.2 Signs.....	9
4.3 Compliance with Laws; Rules and Regulations .....	10
4.4 Right of Entry; Inspection.....	11
4.5 Personal Property and Rent Taxes .....	11
4.6 Parking .....	11
4.7 Security .....	11
ARTICLE 5 - UTILITIES AND SERVICE .....	12
ARTICLE 6 - REPAIRS AND MAINTENANCE.....	13
6.1 Repairs and Maintenance .....	13
6.2 Janitorial Service.....	14
6.3 Leakage/Mold .....	14
ARTICLE 7 - ALTERATIONS AND IMPROVEMENTS.....	14
7.1 Construction.....	14
7.2 Tenant Improvements .....	14
7.3 Right of First Refusal.....	15
7.4 Common and Service Areas.....	15
ARTICLE 8 - CASUALTY AND CONDEMNATION.....	16
8.1 Casualty.....	16
8.2 Condemnation .....	17
ARTICLE 9 – INSURANCE.....	18

TABLE OF CONTENTS  
(continued)

	<b>Page</b>
9.1 Property Insurance .....	18
9.2 Waiver of Subrogation .....	18
9.3 Hold Harmless .....	19
9.4 Liability Insurance .....	19
9.5 Business Interruption Insurance.....	20
9.6 Workers' Compensation Insurance and Employers Liability .....	20
9.7 Insurance Requirements .....	20
9.8 Hazardous Material .....	20
ARTICLE 10 - ASSIGNMENT OR SUBLEASE.....	21
10.1 Assignment or Sublease by Tenant.....	21
10.2 Assignment by Landlord.....	22
10.3 Default and Collection .....	22
10.4 Rights of Mortgagee, Estoppel Letters and Subordination Agreements.....	23
ARTICLE 11 - LANDLORD'S LIEN.....	24
11.1 Landlord's Lien.....	24
ARTICLE 12 - DEFAULT AND REMEDIES .....	24
12.1 Default by Tenant .....	24
12.2 Remedies for Tenant's Default .....	26
12.3 Default by Landlord .....	29
12.4 Waiver of Bond.....	29
ARTICLE 13 - MISCELLANEOUS MATTERS .....	29
13.1 Waiver.....	29
13.2 Attorneys' Fees .....	30
13.3 Successors .....	30



TABLE OF CONTENTS  
(continued)

	<b>Page</b>
13.4 Interpretations; Severability.....	30
13.5 Notices .....	30
13.6 Multiple Tenants .....	30
13.7 Termination of Existing Lease.....	30
13.8 Time is of the Essence .....	31
13.9 Entire Agreement .....	31
13.10 Amendment.....	31
13.11 Limitation of Warranties.....	31
13.12 Waiver and Releases .....	31
13.13 RADON GAS DISCLOSURE.....	31
13.14 Exhibits, Riders and Addenda.....	32
13.15 Real Estate .....	32
13.16 Waiver of Jury Trial.....	32
13.17 Legal Authority.....	32
13.18 No Reservation; No Option .....	32
13.19 Modified Gross Lease.....	32

## **INDEX OF EXHIBITS**

“A”	LEGAL DESCRIPTION OF LAND
“B”	LEASED PREMISES
“C”	RESERVED
“D”	GUARANTY AGREEMENT
“E”	RULES AND REGULATIONS
“F”	MEMORANDUM OF ACCEPTANCE OF LEASED PREMISES
“G”	BASE RENT SCHEDULE
“H”	NOTICE OF LIMITATION UPON LIENS
“I”	LEASE SUBORDINATION, ATTORNMENT, AND NON-DISTURBANCE AGREEMENT
“J”	LEASE RATIFICATION AGREEMENT AND ESTOPPEL CERTIFICATE
“K”	SCHEDULE OF EXCLUSIVE USE RIGHTS
“L”	SIGN CRITERIA

**COMMERCIAL LEASE**  
The Church Street Exchange  
101 South Garland Ave, Ground Floor  
Orlando, Florida

THIS COMMERCIAL LEASE (this “Lease”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between **TSLF CHURCH STREET EXCHANGE, LLC**, a Delaware limited liability company (“Landlord”), and **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES** (“Tenant”).

**ARTICLE 1 - BASIC LEASE TERMS**

For the purpose of this Lease, the following terms shall have the meanings set forth below:

- 1.1 Building. The “Building” (including the Leased Premises) is commonly known as The Church Street Exchange at Church Street Station, located on that certain tract of land (the “Land”) located in Orlando, Florida, and more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference, together with all other buildings, structures, fixtures and other improvements located thereon from time to time. The Building and the Land are collectively referred to herein as the “Property”.
- 1.2 Leased Premises. The “Leased Premises” hereby leased to Tenant is that area shown on Exhibit “B”, attached hereto and incorporated herein by reference, which consists of approximately 17,189± rentable square feet (subject to final measurements performed according to the most recent BOMA guidelines for office space) and is located on the Ground Floor of the Building.
- 1.3 Lease Term. The “Lease Term” shall commence on the Commencement Date (as hereinafter defined) and continue for forty-eight (48) months after the Commencement Date.
- 1.4 Commencement Date. The “Commencement Date”, upon which Tenant’s obligations to perform under this Lease shall commence, shall be November 1, 2017.
- 1.5 Base Rent. The “Base Rent” for the Leased Premises during the Lease Term is as set forth on Exhibit “G”, attached hereto and incorporated herein, plus sales tax, or any other tax, which may be imposed upon rents now or hereafter by any governmental authority.
- 1.6 Security Deposit. Intentionally Deleted.

1.7 Addresses:

Landlord's Address:

TSLF Church Street Exchange, LLC  
c/o Tremont Realty Capital  
255 Washington Street, Suite 300  
Newton, MA 02458  
Attn: Steven Skelley

Tenant's Address:

University of Central Florida  
4365 Andromeda Loop North, Suite 328  
Orlando, Florida 32816  
Attn: William F. Merck, II, Vice President

With a copy to:

Lowndes Drosdick Doster Kantor & Reed  
450 South Orange Avenue, Suite 200  
Orlando, Florida 32801  
Attn: Timothy R. Miedona, Esquire

With a copy to:

University of Central Florida  
4365 Andromeda Loop North, Suite 360  
Orlando, Florida 32816  
Attn: Scott Cole, Esq., General Counsel

Landlord and Tenant, by written notice to the other may change from time to time the foregoing addresses, and Landlord, by written notice to Tenant, may notify Tenant from time to time of the appointment of a "Building Manager" and such Building Manager's address.

**ARTICLE 2 - ADDITIONAL DEFINITIONS**

The following list sets out certain additional defined terms pertaining to this Lease:

- 2.1 Abandon. "Abandon" means the vacating of all or a substantial portion of the Leased Premises by Tenant, whether or not Tenant is in default of the Rent or other payments due under this Lease.
- 2.2 Act of God or Force Majeure. An "Act of God" or "Force Majeure" is defined for purposes of this Lease as strikes, lockouts, sitdowns, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections, terrorism and/or any other cause not reasonably within the control of Landlord or which by the exercise of due diligence Landlord is unable wholly or in part to prevent or overcome. Landlord shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Tenant, so long as the performance or nonperformance of the covenant or obligation is delayed or prevented by an Act of God, Force Majeure or by Tenant. Except as provided below, Tenant shall not be required to perform any covenant or obligation in this Lease, or be liable to Landlord, so long as the performance or nonperformance of the covenant or obligation is delayed or prevented by an Act of God or Force Majeure. Notwithstanding the foregoing or anything to the contrary contained herein, no Act of God or Force Majeure event shall excuse performance of

Tenant's obligations with regard to the payment of Rent and/or other charges to be paid by Tenant pursuant to this Lease except as otherwise provided herein.

- 2.3 Canvs Sublease. The "Canvs Sublease" shall mean a sublease of the Leased Premises from Tenant to Canvsorl, Inc., a copy of which will be provided to Landlord prior to execution of this Lease and which shall be entered simultaneously with this Lease.
- 2.4 Common Areas. The "Common Areas" are those areas of the Property devoted to public corridors, elevators, elevator foyers, lobbies, janitor closets, restrooms, mechanical rooms, Building storage rooms, Building engineering offices, mail rooms, Building repair shops, Building receiving areas, parking spaces or areas and other similar facilities or spaces, which are designated by Landlord from time to time for the common use of, or providing service to, two or more tenants.
- 2.5 Guarantor. Intentionally Deleted.
- 2.6 Lease Year. Each succeeding twelve (12) month period commencing with the first day of the first full calendar month of the Lease Term shall be a "Lease Year".
- 2.7 Permitted Use. Tenant shall use and occupy the Leased Premises as a co-working space, classroom or for other collaborative educational purposes, and shall not use, nor occupy the Leased Premises for any other purposes without Landlord's prior written consent, which consent shall not be unreasonably withheld conditioned or delayed. Tenant hereby acknowledges that its use was a material inducement for Landlord entering into this Lease, and that a key factor in the economic success of Church Street Exchange is an appropriate tenant mix. Landlord, in its sole discretion, shall determine the appropriate mix of tenants and uses for Church Street Exchange; provided, however, that so long as Tenant or a subtenant is using the space as a co-working space, then Landlord shall not lease space in the Church Street Exchange building to any to other national or regional co-working operators, such as WeWork, Regus or similar national or regional operators, that provide desk space, offices and shared conference and communal areas in a leased space greater than 8,500 square feet without Tenant's approval, not to be unreasonably withheld. Landlord may however lease shared office space in the Church Street Exchange building with up to four (4) unrelated businesses sharing once leased space at the Landlord's discretion. The Landlord's limitation on leasing to national co-working operators set forth in the prior sentence shall expire on the third (3rd) anniversary of the Commencement Date. Furthermore, Tenant shall not conduct any business on the Leased Premises that would violate the restrictive use provisions set forth in Exhibit "K" to this Lease or that would interfere with, violate the use rights of, injure or annoy other lessees within Church Street Exchange, or would violate any law, ordinance, government regulation or directive.
- 2.8 Rules and Regulations. Tenant agrees to abide by all rules and regulations for the Property ("Rules and Regulations") attached hereto as Exhibit "E" and incorporated herein by this reference, as amended and supplemented from time to time by Landlord in Landlord's sole and absolute discretion, so long as amendments or new rules do not enlarge Tenant's obligations, or unreasonably or substantially diminish Tenant's rights

under this Lease. Landlord will not be liable to Tenant for violation of the same or any other act or omission by any other tenant, but shall uniformly enforce the Rules and Regulations.

### **ARTICLE 3 - GRANTING AND RENT PROVISIONS**

- 3.1 Grant of Leased Premises. In consideration of the obligation of Tenant to pay the Rent (defined below) and other charges as provided in this Lease and in consideration of the performance by Tenant of the other terms and provisions of this Lease, Landlord hereby demises and leases the Leased Premises to Tenant, and Tenant hereby takes and leases the Leased Premises from Landlord, during the Lease Term, subject to the terms and provisions of this Lease.
- 3.2 Base Rent. Beginning on the Commencement Date, Tenant agrees to pay monthly as Base Rent during the Lease Term the sums of money set forth on Exhibit "G", plus sales tax, or any other tax, which may be imposed upon such sums now or hereafter by any governmental authority, which amounts shall be payable to Landlord at the address set forth in Section 13.5 or at such other address that Landlord in writing shall notify Tenant. Tenant's obligation to pay such sales tax or other tax set forth in the previous sentence shall be subject to the provisions of Section 13.20 below. Upon the Effective Date of this Lease, the following shall be due and payable: the first monthly installment of Base Rent for the first month's Base Rent payable under this Lease, plus applicable sales tax (if applicable as further discussed in Section 13.20 below). Monthly installment payments of Base Rent shall be due and payable on or before the first day of each calendar month thereafter during the Lease Term, in the amounts set forth on Exhibit "G", without demand, offset or deduction. If the Commencement Date should be a date other than the first day of a calendar month, the monthly Base Rent shall be prorated to the end of that calendar month, and all succeeding installments of Base Rent shall be payable on or before the first day of each succeeding calendar month during the Lease Term. In addition to Tenant's requirement to pay Base Rent hereunder, Tenant shall pay Additional Rent (as hereinafter defined) to Landlord.
- 3.3 Additional Rent. Commencing on the 1st anniversary of the Commencement Date and continuing throughout the Lease Term, Tenant shall pay to Landlord, as Additional Rent, the total amount of Operating Expenses above the actual Operating Expenses for Calendar Year 2017 ("Base Year"). Tenant's Base Year shall be defined as total Operating Expenses for Calendar Year 2017.

3.3.1 Definitions of Material Terms.

(a) All sums other than Base Rent due from Tenant to Landlord under this Lease shall constitute "Additional Rent."

(b) The term "Operating Expenses" shall mean (i) any and all costs and expenses of Landlord's ownership, administration, management, operation, maintenance, service and repair of the Property, or any portions thereof, including, without limitation, wages, salaries, taxes, insurance, licenses, permits, benefits and other payroll burdens of

all employees directly related to the management, operation and maintenance of the Property; security, guard and other similar services and devices; legal and accounting services directly related to the management, operation, maintenance, service and/or repair of the Property; Common Area janitorial, cleaning and maintenance services; management service costs, fees and expenses; Building management office rent or rental value (based on market rent for similar office space); power, electricity, fuel, gas, water, waste disposal and other utility costs and expenses; landscaping care and maintenance; garbage removal; maintenance, labor, materials and related services and expenses, including, but not limited to, license, permit and inspection fees; window cleaning; mechanical, electrical and plumbing system maintenance and repair; charges for rental equipment; all assessments, charges, fees and other expenses for which Landlord is obligated, in its capacity as the owner of the Property pursuant to any restrictive covenants or other recorded matters of title now or hereafter affecting the Property or portion thereof; pest control; maintenance contracts, and any and all other utilities, materials, supplies, maintenance, service, and repairs related to the Property, and (ii) any and all costs and expenses of procuring and maintaining casualty, liability, loss of income, windstorm and other insurance applicable to the Property, or portions thereof. Operating Expenses and Taxes (as defined below) shall be grossed up to reflect a 95% occupied and assessed Building.

Excluded from Operating Expenses; costs reimbursed by insurance; costs in connection with preparing space for a new tenant; advertising expenses; real estate brokers' commissions; franchise, transfer, inheritance or capital stock taxes or other taxes imposed upon or measured by the income or profits of Landlord; financing or refinancing costs, interest on debt or amortization or rental payments under any underlying encumbrance; any expenses incurred by Landlord which are customarily considered capital in nature and amortized for tax purposes (unless the same are intended to reduce overall Operating Expenses, in which event, the costs of such capital items shall be included as part of Operating Expenses, amortized over their useful in accordance with generally accepted accounting principles); and administrative wages and salaries.

If for any reason, Landlord shall make an expenditure, directly or indirectly, which is intended to reduce any of the Operating Expenses and which, by generally accepted accounting principles would be treated as a capital expenditure, the annual Operating Expenses of the Property shall also include the amortization of such capital expenditure based upon the useful life of the expenditure (not less than five (5) years).

In the event during the Lease Term any alteration of or improvement to any portion of the Property shall be required to maintain compliance with applicable laws, excluding the Leased Premises or any premises leased or available to be leased by other tenants of the Property (a "Mandated Alteration"), which, by generally accepted accounting principles would be treated as a capital expenditure, then, provided that such Mandated Alteration is the result of the adoption of a new or changed ordinance, act, statute, order, mandate, rule or regulation or interpretation thereof not existing on the Commencement Date of this Lease, the annual Operating Expenses of the Property shall also include the annual amortization of such capital expenditure based upon the useful life of the expenditure (not less than five (5) years).

(c) Tenant shall not be subject to any costs incurred to test, survey, clean up, contain, abate, remove or otherwise remedy hazardous materials, mold, hazardous wastes or asbestos containing materials from the Building or costs associated with the Landlord's efforts to comply with the Americans with Disabilities Act, except within the Leased Premises to the extent caused by Tenant or required due to work performed by Tenant.

(d) The term "Taxes" shall mean the gross amount of all impositions, taxes, assessments (special or otherwise), water and sewer assessments and other governmental liens, fees or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefore, including all taxes whatsoever (except only those taxes of the following categories: any inheritance, estate, succession, transfer or gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate tax-paying entity without regard to Landlord's income source as arising from or out of the Property) attributable in any manner to the Property or the rents (however the term may be defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located therein or used in conjunction therewith or any charge or other amount required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax," "rental tax," "excise tax," "business tax" or designated in any other manner, together with any expenses for tax consulting services and legal services in appealing or protesting such taxes.

(e) The term "Tenant's Proportionate Share" shall mean the following percentage: 19.38%. Landlord and Tenant acknowledge and agree that Tenant's Proportionate Share has been obtained by dividing the rentable square footage of the Leased Premises as set forth in Section 1.2 of this Lease (unless increased by expansion of the Leased Premises), by the total rentable square footage of the Property, which Landlord and Tenant hereby stipulate for all purposes is 88,698 rentable square feet, and multiplying such quotient by 100. In the event Tenant's Proportionate Share is changed during a calendar year by reason of a change in the rentable square footage of the Leased Premises, Tenant's Proportionate Share shall thereafter mean the result obtained by dividing the new rentable square footage of the Leased Premises by the rentable square footage of the Property set forth above and multiplying such quotient by 100.

(f) The term "Rent" shall mean the sum of the Base Rent and Additional Rent and any and all other sums payable by Tenant under this Lease. Tenant agrees to pay Additional Rent upon demand by Landlord, and agrees that Additional Rent is to be treated in the same manner as Base Rent, including, but not limited to, in terms of the lien for Rent herein provided and in terms of the default provisions contained herein.

3.3.2 Estimates of Operating Expenses and Taxes. Landlord may, if Landlord so elects and at any time or from time to time during such year (but not more often than once per quarter), estimate the amount of Operating Expenses and Taxes that will be paid or incurred in any Lease Year. In such case as to all Operating Expenses and Taxes, if the anticipated Operating Expenses and Taxes for any calendar year shall be greater than the Operating Expenses and Taxes for the Base Year, Landlord may give Tenant written notice of the amount of such estimated Operating Expenses and Taxes, the excess of such amounts over the Base Year and Tenant's Proportionate Share of such amount that will be



due each month from Tenant. In such event, Tenant shall, subsequent to receipt of such written notice, pay monthly Tenant's Proportionate Share of such amounts at the same time and in the same manner as Base Rent is due from Tenant hereunder.

3.3.3 Annual Reconciliation. Landlord shall deliver to Tenant an annual reconciliation of the Operating Expenses and Taxes within one hundred twenty (120) days after the end of each calendar year. If the total amount Tenant paid for increases in estimated Operating Expenses and Taxes is less than Tenant's Proportionate Share of the actual amount of such increases, Tenant shall pay to Landlord as Additional Rent in one (1) lump sum the difference between the total amount actually paid by Tenant for such year and Tenant's Proportionate Share of the actual amount, and this lump sum payment shall be made within sixty (60) days of receipt of Landlord's statement therefor. In the event of overpayment by Tenant, Landlord shall apply the excess to the next payment of Rent when due, until such excess is exhausted or until no further payments of Rent are due, in which case, Landlord shall pay to Tenant the balance of such excess within thirty (30) days thereafter. Tenant shall contract with the providers of electricity (as determined by a separate meter or submeter either existing or to be installed by Landlord at Landlord's expense) and janitorial service for the Leased Premises directly.

3.3.4 Prorations. If the Commencement Date is other than January 1 or if the expiration date of the Lease Term is other than December 31, Tenant's Proportionate Share of any Operating Expenses and Taxes for such year shall be prorated based upon a thirty (30) day month. Even if the Lease Term has expired, and Tenant has vacated the Leased Premises when the final determination is made of Tenant's Proportionate Share of Operating Expenses and Taxes for the year in which this Lease expires, Tenant shall pay any increase due over the estimated amount paid and conversely any overpayment made shall be rebated by Landlord to Tenant, all as specified above. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved of, the liability for or the obligation to immediately pay any Additional Rent due for the final months of this Lease by reason of the provisions of this section.

3.3.5 Audit. Tenant shall have the right to have Landlord's books and records pertaining to Operating Expenses and Taxes for any year during the Lease Term reviewed, copied and audited ("Tenant's Audit") provided that (i) such right shall not be exercised more than once during any calendar year; (ii) if Tenant elects to conduct Tenant's Audit, Tenant shall provide Landlord with written notice thereof no later than three hundred sixty five (365) days following Tenant's receipt of Landlord's statement of Operating Expenses and Taxes for the year to which Tenant's Audit will apply; (iii) Tenant shall have no right to conduct Tenant's Audit if Tenant is, either at the time Tenant forwards Landlord written notice that Tenant's Audit will be conducted or at any time during Tenant's Audit, then in default under this Lease; (iv) conducting Tenant's Audit shall not relieve Tenant from the obligation to pay Tenant's Proportionate Share of Operating Expenses and Taxes, as billed by Landlord, pending the outcome of such audit; (v) Tenant's right to conduct such audit for any calendar year shall expire three hundred sixty-five (365) days following Tenant's receipt of Landlord's statement of Operating Expenses and Taxes for such year, and if Landlord has not received written notice of such audit within such three hundred sixty five (365) day period, Tenant shall have waived its

right to conduct Tenant's Audit for such calendar year; (vi) Tenant's Audit shall be conducted by a Certified Public Accountant not employed by or otherwise affiliated with Tenant, except to the extent that such accountant has been engaged by Tenant to conduct Tenant's Audit; (vii) Tenant's Audit shall be conducted at Landlord's office where the records of the year in question are maintained by Landlord, during Landlord's normal business hours; and (viii) Tenant's Audit shall be conducted at Tenant's sole cost and expense. However, if such audit demonstrates to Landlord's reasonable satisfaction that Landlord has overstated the Operating Expenses and Taxes for the year audited by more than five percent (5%), Landlord shall reimburse Tenant for Tenant's actual reasonable cost incurred in conducting Tenant's Audit, within thirty (30) days of Landlord's receipt of documentation reasonably acceptable to Landlord reflecting the amount of such overpayment and the cost of Tenant's Audit.

No subtenant of Tenant shall have any right to audit, copy or review any of Landlord's books or records, or to dispute any Additional Rent. Tenant shall provide, as a condition precedent to Landlord's duty to agree to any change in the Operating Expenses and Taxes, a copy of any audit conducted by Tenant or any agent of Tenant.

3.3.6 Maximum Annual Increase. Notwithstanding anything herein to the contrary, Tenant's annual assessment related to Landlord controllable Operating Expenses shall not exceed one hundred five percent (105%) of the non-cumulative assessment for the previous year. For purposes hereof, "controllable Operating Expenses" mean all Operating Expenses other than Taxes, utilities and insurance.

3.4 Legal Tender. All sums due and payable pursuant to the terms and provisions of this Lease shall be paid by Tenant without offset, demand or other credit, and shall be payable only in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

3.5 Late Payment Charge. Other remedies for nonpayment of Rent notwithstanding, if any monthly Rent payment is not received by Landlord on or before the fifth (5th) day of the month for which such Rent payment is due, or if any other payment hereunder due Landlord by Tenant is not received by Landlord on or before the fifth (5th) day of the month next following the month in which Tenant was invoiced (so long as Tenant received at least ten (10) days to pay such invoice), a late payment charge of five percent (5%) of such past due amount shall become due and payable in addition to such amounts owed under this Lease. If during the Lease Term, Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, such occurrence shall automatically constitute an Event of Default, and Landlord, in addition to any and all other rights or remedies afforded it hereunder, may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be borne by Tenant.

3.6 Security Deposits. Intentionally Deleted.

3.7 Reserved.

- 3.8 Holding Over. Any holding over by Tenant after expiration of the Lease Term shall not constitute a renewal or extension of the Lease or give Tenant any rights in or to the Leased Premises except as expressly provided in this Lease. Any holding over after the expiration of the Lease without the consent of Landlord shall be construed to be a tenancy from month to month on the same terms and conditions herein specified except for Base Rent, as defined in Exhibit "G", which shall be calculated as follows: Base Rent shall be equal to two hundred percent (200%) of the Base Rent of the last month of the previous Lease Term.

**ARTICLE 4 - OCCUPANCY, USE AND OPERATIONS**

- 4.1 Use and Operation of Tenant's Business. Tenant represents and warrants to Landlord that the Leased Premises shall be used and occupied only for the Permitted Use. Tenant acknowledges that its type of business, as specified herein, is a material consideration for Landlord's execution of this Lease. Tenant shall not change the nature of its business without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Furthermore, Tenant shall not use the Leased Premises for any purpose prohibited by the Rules and Regulations. Tenant shall occupy the Leased Premises, conduct its business and control its agents, licensees, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance, or disturb any third party. Tenant shall in good faith continuously throughout the Lease Term conduct and carry on its business in the entire Leased Premises. Tenant and its agents, employees, licensees, invitees and customers shall have the nonexclusive right to use the Common Areas in common with Landlord, other tenants of the Property and other persons designated by Landlord, subject to reasonable rules and regulations governing use that Landlord from time to time prescribes. Tenant shall not solicit business, distribute handbills or display merchandise within the Common Areas (except on the second floor of the Building), or take any action which would interfere with the rights of other persons to use the Common Areas. Tenant shall not permit any operation which emits any odor or matter which intrudes into other portions of the Property, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Property or otherwise interfere with, annoy or disturb any other tenant in its normal business operations or Landlord in its management of the Property. Tenant shall be entitled to have a small kitchen for food preparation for use in the Leased Premises. Tenant shall neither permit any waste on the Leased Premises nor allow the Leased Premises to be used in any way which would, in the opinion of Landlord, be extra hazardous on account of fire or which would in any way increase or render void Landlord's insurance on the Property.
- 4.2 Signs. Tenant shall be entitled to a listing on the Building directory and at the entrance to its Leased Premises, provided by Landlord at Tenant's expense. Otherwise, no signs of any type or description shall be erected, placed or painted in or about the Leased Premises or the Property without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. No signs of any type or description shall be erected, placed or painted in or about the Leased Premises or the Property unless

in compliance with the Sign Criteria attached as Exhibit "L". Landlord reserves the right to remove, at Tenant's expense, all signs other than signs approved in writing by Landlord under this Section 4.2, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof. The foregoing notwithstanding, Tenant shall be entitled to space on any common signage serving Church Street Exchange, whether on the inside or outside of the Building. Any sign placed on any common signage serving Church Street Exchange by Tenant must be installed in compliance with Landlord's sign criteria for such common signage and shall be removed within thirty (30) days after the termination of this Lease for any reason. Any failure to so remove such sign shall automatically vest ownership in same to Landlord. Tenant shall be liable to Landlord for any cost or expense incurred by Landlord in removing such sign and for any damage caused by the removal of such sign.

- 4.3 Compliance with Laws; Rules and Regulations. Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Leased Premises in connection with Tenant's business operation on the Leased Premises. To the extent expressly permitted by Florida Statutes 768.28, Tenant further agrees to indemnify and hold harmless Landlord from and against any and all claims, liability, injury, damage, causes of action, costs or expenses of any nature whatsoever which Landlord suffers as a result of Tenant's failure to comply with such laws, ordinances, orders, rules and regulations. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Leased Premises. Tenant will comply with the Rules and Regulations of the Property as reasonably adopted by Landlord from time to time. If Tenant is not complying with such Rules and Regulations or if Tenant is in any way not complying with this Article 4, then, notwithstanding anything to the contrary contained herein, after written notice to Tenant and expiration of a ten (10) business day cure period, Landlord may, at its election, enter the Leased Premises without liability therefor and fulfill Tenant's obligations and Landlord shall not be deemed guilty of trespass, or become liable for any loss or damage which may be occasioned thereby, except to the extent of Landlord's negligence or intentional misconduct. Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations. Tenant shall not be obligated to make structural alterations to comply with laws unless related to or caused or required by Tenant's specific use of the Leased Premises.

The parties acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Leased Premises and Building depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties hereby agree that Landlord shall be responsible for ADA Title III compliance in the Common Areas and Leased Premises, except that Landlord may perform, or require that Tenant

perform, and Tenant shall be responsible for the cost of, ADA Title III "path of travel" requirements triggered by alterations in the Leased Premises by Tenant. Landlord will take action to ensure that the Building and the Leased Premises are ADA compliant on the Commencement Date. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees.

- 4.4 Right of Entry; Inspection. Landlord or its authorized agents shall at any and all reasonable times upon reasonable notice to Tenant have the right to enter the Leased Premises to inspect the same, to show the Leased Premises to prospective mortgagees and purchasers, and, during the last six (6) months of the Lease Term, to prospective tenants, and to alter, improve or repair the Leased Premises or any other portion of the Property if such alterations, improvements or repair are reasonably required by any governmental entity or deemed reasonably necessary by Landlord, and such work does not unreasonably interfere with Tenant's conduct of business. Tenant hereby waives any claim for abatement or reduction of Rent and for any other loss occasioned thereby other than any loss or damage occasioned by the negligence or misconduct of Landlord or its agents. Tenant shall not prohibit Landlord from entering the Leased Premises upon reasonable notice from Landlord (except in case of an emergency, in which event, no notice shall be required). Tenant may change Landlord's lock system provided that Tenant first supply Landlord with the key to such replacement lock system. Landlord shall have the right at all times to enter the Leased Premises by any means in the event of an emergency without liability therefor.
- 4.5 Personal Property and Rent Taxes. Tenant shall be liable for all tangible personal property taxes levied against leasehold improvements, merchandise, personal property, trade fixtures and all other taxable property located within the Leased Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property, Tenant shall pay to Landlord, upon demand, that part of such taxes for which Tenant is liable. Subject to Section 13.20 below, Tenant shall pay when due any and all applicable sales or use tax, or any other tax, which may be imposed now or hereafter by any governmental authority, related to Tenant's use and operation of its business in the Leased Premises.
- 4.6 Parking. Tenant hereby agrees that Tenant shall comply with all parking regulations in connection with the Leased Premises and Building. Landlord will use reasonable efforts to secure a discounted parking rate from the City of Orlando for tenants of the Building. However, Tenant is responsible for securing such parking, at Tenant's sole expense.
- 4.7 Security. With respect to security for the Property, Landlord and Tenant hereby agree as follows:
- 4.7.1 Landlord's Responsibility. Landlord shall provide such security services and devices to the Property as Landlord desires in its sole and absolute discretion, but which Landlord agrees shall at all times during this Lease at least consist of a security guard at the Property twenty-four (24) hours per day, seven (7) days per week. Tenant acknowledges that Landlord does not insure, promise or guarantee the safety of Tenant or Tenant's agents, employees, licensees, invitees, customers, guests or invitees, or to any

other person whomsoever, and cannot prohibit or warrant against criminal or intentional acts of other individuals. Landlord shall in no way be liable for damage or destruction to property or injury or death to any person as a result of criminal or intentional acts of others. In addition, Tenant acknowledges that Landlord has no control over the security, access to, or operation of the parking areas and other areas adjacent to the Property which are not owned by Landlord and agrees that Landlord shall not have any duty to Tenant or Tenant's agents, employees, licensees, customers, guests or invitees, or to any other person whomsoever, for any lack of security at, in or around such parking areas and other areas not owned by Landlord. Tenant acknowledges and agrees that such security services and devices are intended to supplement, not replace, Tenant's own security arrangements for the interior of the Leased Premises.

4.7.2 Tenant's Responsibility. Tenant shall: (i) promptly report the loss or theft of all keys or access devices such as access cards which would permit unauthorized entrance to the Leased Premises or Building, (ii) promptly report to Landlord door-to-door solicitation or other unauthorized activity in the Building or parking areas, and (iii) promptly inform Landlord in the event of a break-in or other emergency.

4.7.3 Interruption of Security. Tenant acknowledges that the above security provisions may be suspended or modified at Landlord's sole discretion or as a result of (non-financial) causes beyond the reasonable control of Landlord. No such interruption, discontinuance or modification of security service will constitute an eviction, constructive eviction, or a disturbance of Tenant's use and possession of the Leased Premises, and further, no such interruption, discontinuance or modification of security service will render Landlord liable to Tenant or Tenant's agents, employees, licensees, invitees, customers, guests or invitees, or to any other person whomsoever, for damages, abatement of Rent, or otherwise, or relieve Tenant of the responsibility of performing Tenant's obligations under this Lease.

4.7.4 Landlord's Liability. Notwithstanding anything to the contrary set forth in this Lease, Landlord shall have no liability to Tenant or Tenant's agents, employees, licensees, customers, guests or invitees, or to any other person whomsoever, for the safety or security of the Property or any parking area or structure, except to the extent caused by Landlord's breach of its obligations hereunder.

## **ARTICLE 5 - UTILITIES AND SERVICE**

The Tenant understands that this lease is a Modified Gross Lease and the Base Rent for the Base Year is inclusive of Real Estate Taxes, and Operating Expenses for the Base Year. After the Base Year and throughout the remaining Term of this Lease, Tenant shall be responsible for Tenant's Proportionate Share of any excess amounts of Real Estate Taxes, and Operating Expenses above the Base Year amounts, subject to the cap set forth in Section 3.3.6 above. Notwithstanding the foregoing, Tenant shall be responsible for all utilities that are separately metered to the Tenant's Leased Premises and further tenant shall be responsible for all janitorial services within the Tenant's Leased Premises. Tenant hereby agrees that all utilities for the Leased Premises may be separately metered with such sub meter to be located in the Leased Premises. Tenant hereby agrees that Landlord or its authorized agents shall at any and all

reasonable times upon reasonable notice to Tenant have the right to enter the Leased Premises to inspect and read such sub meter located in the Leased Premises. Landlord, however, shall be responsible for the electricity costs related to the chillers serving Tenant's HVAC, but the same shall be part of the Operating Expenses.

Subject to the Building Rules and Regulations, Landlord shall provide electricity, water, HVAC service providing adequate heating and cooling, and elevator service on a twenty-four (24) hour basis, seven (7) days per week, provided, however, for HVAC use requested by Tenant outside the Building Hours, Landlord will charge Tenant \$50 per hour for such HVAC usage, which charges shall be payable thirty (30) days after billed by Landlord. Landlord shall provide or cause to be provided the mains, conduits and other facilities necessary to supply water, electricity, telephone service and sewage service to the Leased Premises. Landlord shall provide routine maintenance, painting, plumbing and electric lighting service for all Common Areas and special service areas, if any, as designated by Landlord from time to time, of the Property in the manner and to the extent deemed by the Landlord to be standard. Landlord may, in its sole discretion, provide additional services not enumerated herein. All of the above utility obligations of Landlord shall be subject to any and all Acts of God and Force Majeure, and Landlord shall not be liable for any interruption whatsoever in utility services furnished by it which are due to Acts of God or Force Majeure. Moreover, Landlord shall not be liable for any interruption of such utility services which continues during any reasonable period necessary to restore such service upon the occurrence of any of the foregoing conditions. Failure by Landlord to any extent to provide any services of Landlord specified herein or any other services not specified, or any cessation thereof, shall not render Landlord liable in any respect for damages to either person or property (other than if caused by the gross negligence or willful misconduct of Landlord, its agents or employees), be construed as an eviction of Tenant, work an abatement of Rent (unless such interruption not due to Acts of God or Force Majeure lasts for more than three (3) days) or relieve Tenant from fulfillment of any covenant in this Lease. If any of the equipment or machinery necessary or useful for provision of any utility services, and for which Landlord is responsible, breaks down, or for any cause ceases to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of Rent or damages on account of any interruption in service occasioned from the repairs (unless such interruption not due to Acts of God or Force Majeure last for more than three (3) consecutive days).

## **ARTICLE 6 - REPAIRS AND MAINTENANCE**

- 6.1 Repairs and Maintenance. Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Leased Premises during the Lease Term except as are set forth in this Lease. In addition to Landlord's other obligations under this Lease, Landlord shall maintain the roof, foundation, HVAC system, life safety systems, and Common Areas, including, without limitation, elevators and bathroom areas, exterior windows and the structural soundness of the exterior walls. Landlord shall not be liable to Tenant, except as may be expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any damages nor to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Landlord under this Lease (other than if caused by the gross negligence or willful misconduct of Landlord, its agents or employees or if such repairs materially interfere

with Tenant's ability to use the Leased Premises for its Permitted Use). At the expiration or earlier termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Leased Premises to Landlord in as good condition as existed at the Commencement Date of this Lease, ordinary wear and tear and casualty excepted. The cost and expense of any repairs necessary to restore the condition of the Leased Premises shall be borne by Tenant and shall be remitted to Landlord by Tenant within fifteen (15) days of demand by Landlord therefore. Tenant shall be responsible for maintenance, repair and replacement of the air handlers located within the Leased Premises which are part of the HVAC system.

- 6.2 Janitorial Service. Tenant shall at its sole cost and responsibility provide commercially reasonable janitorial service to the Leased Premises during the Lease Term.
- 6.3 Leakage/Mold. Without limiting any of Landlord's obligations under the terms of this Lease, Landlord will promptly (within thirty (30) days of written notice) repair and remedy any water intrusion or leakage from the roof, ceiling, windows or window framing ("Leakage") into the Leased Premises. Tenant agrees to notify Landlord if Tenant observes mold, mildew and/or moisture conditions (collectively, "Mold") from any source, including leaks, and allow Landlord to evaluate the same. Landlord shall take all appropriate corrective actions, at Landlord's cost and expense subject to Tenant's timely notice to Landlord, to immediately remove the same and replace any damage done to the Leased Premises or Tenant's improvements, furniture, or fixtures due to such Mold. In the event of Landlord's failure to remedy any Leakage or Mold upon the expiration of thirty (30) days written notice from Tenant, then, at Tenant's option, Tenant may perform all work necessary to remedy the problem and Landlord shall reimburse Tenant for all such costs within thirty (30) days of invoice.

## **ARTICLE 7 - ALTERATIONS AND IMPROVEMENTS**

- 7.1 Construction. Tenant acknowledges and agrees that Landlord has not undertaken to perform any modification, alteration or improvement to the Leased Premises, and Tenant further waives any defects in the Leased Premises and acknowledges and accepts, as of occupancy, (i) the Leased Premises as suitable for the purpose for which they are leased in its "AS-IS WHERE-IS" condition, and (ii) the Property, including, but not limited to, the Leased Premises, and every part and appurtenance thereof as being in good and satisfactory condition. Notwithstanding the foregoing, Landlord covenants that, to the best of Landlord's actual knowledge without independent investigation, the Leased Premises have been constructed in accordance with all applicable county, code and state law requirements at the time of construction. Upon the request of Landlord, Tenant shall deliver to Landlord a completed Memorandum of Acceptance of Leased Premises in Landlord's prescribed form as set forth in Exhibit "F", attached hereto and incorporated herein by reference.
- 7.2 Tenant Improvements. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Leased Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. To the extent Tenant proposes to undertake any alterations,



additions or improvements to the Leased Premises following Tenant's acceptance of the Leased Premises, Tenant shall furnish, at Tenant's sole cost and expense, complete plans and specifications for any proposed alteration, addition or improvement for review and reasonable approval by Landlord. Any alterations, physical additions or improvements to the Leased Premises made by or installed by either party hereto shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures, or A/V equipment (including screen, monitors, and projectors), and security equipment owned by Tenant, which may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Landlord. Tenant shall have no authority or power, express or implied, to create or cause any mechanic's or materialmen's lien, charge or encumbrance of any kind against the Leased Premises, the Property or any portion thereof and the interest of the Landlord shall not be subject to liens for improvements made by the Tenant, and Tenant shall so inform any party with whom it contracts for labor or materials for the Leased Premises. Tenant acknowledges that it has been advised by Landlord that Landlord has recorded (or will record upon taking title to said Land) a Notice of Limitation Upon Liens, in form as attached hereto as Exhibit "H", in the public records for the purpose of giving constructive notice of this provision. Tenant shall promptly cause any such liens that have arisen by reason or any work claimed to have been undertaken by or through Tenant to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and, to the extent expressly permitted by Florida Statutes, shall indemnify Landlord against any costs or expenses arising out of any such claim.

Tenant shall make no improvements or additions to the Leased Premises without first providing Landlord with evidence of insurance in force in such types, amounts, form and content reasonably acceptable to Landlord. Such insurance shall (except for workmen's compensation insurance) name Landlord as an additional insured and shall include, without limitation, liability, and workmen's compensation insurance.

7.3 Right of First Refusal. Intentionally deleted.

7.4 Common and Service Areas. Landlord may close any part of the Common Area to make repairs or alterations but shall maintain reasonable access to the Leased Premises. Landlord may unilaterally change or alter any buildings comprising Church Street Exchange and may construct additional stores in the buildings comprising Church Street Exchange provided that Landlord shall not unreasonably interfere with Tenant's ability to conduct business on the Leased Premises or affect the aesthetic look of the Leased Premises. Landlord may close, alter, relocate or remove Common Areas, and may place, inspect, repair and replace in the Leased Premises (below floors, above ceilings or next to columns) utility lines, pipes and the like to serve other areas of the Property outside the Leased Premises and otherwise alter or modify the Property for such purposes, and, during the continuance of any such work, to take such measures for safety or for the expediting of such work as may be required, in Landlord's judgment, all without affecting any of Tenant's obligations hereunder, and in all events such activities do not

unreasonably interfere with Tenant's ability to conduct business on the Leased Premises or affect the aesthetic look of the Leased Premises, and all installations, such as pipes and wiring, shall be concealed. The Common Areas shall be under Landlord's sole operation and control. Tenant acknowledges that Landlord may be required to grant to major tenants of the Property the right to display and sell merchandise and services on portions of the Common Areas (with the exception of Tenant's storefront), and the rights herein granted to Tenant shall be subject to any such rights granted to major tenants. Tenant shall be responsible for and shall, to the extent expressly permitted by Florida Statutes, indemnify and hold Landlord harmless from any liability, loss or damage arising out of or caused by Tenant, its employees, subtenants, licensees, concessionaires, agents, suppliers, vendors, or service contractors, to any part of the Common Areas, or the Property whether such damages be structural or non-structural. Tenant may place furniture in the atrium located in the Common Area along the Leased Premises, subject to Landlord's approval, which approval shall not be unreasonably withheld. Such furniture must also be approved by the City of Orlando and may not violate any law.

## **ARTICLE 8 - CASUALTY AND CONDEMNATION**

- 8.1 Casualty. Tenant shall give Landlord immediate notice of any change, damage or destruction to the Leased Premises by fire or other casualty. Following damage or destruction to the Leased Premises that is not considered substantial (as reasonably determined by Landlord), Landlord shall proceed with reasonable diligence to rebuild or repair the Leased Premises to substantially the same condition in which they existed prior to the damage or destruction provided that such damage or destruction was not caused by Tenant, in which event Tenant shall be responsible for such rebuild or repair. Following substantial damage or destruction to the Leased Premises, at Landlord's sole option, either (i) this Lease shall terminate, and, in such case, the Rent shall be abated for the unexpired portion of the Lease, effective as of the date of the casualty, or (ii) this Lease shall not terminate, and Landlord shall proceed with reasonable diligence to rebuild or repair the Leased Premises to substantially the same condition in which they existed prior to the damage or destruction. In the event of substantial damage or destruction, Landlord agrees to provide Tenant written notice of its decision within thirty (30) days of Tenant's written notice, and if Landlord chooses or is obligated to rebuild, Landlord shall also provide an estimate date of completion. In the event Landlord estimates that the Leased Premises cannot be repaired or reconstructed within two hundred ten (210) days of Tenant's written notice, Tenant shall have the right to terminate this Lease by providing Landlord written notice of its intent to terminate within ten (10) days of receipt of notice from Landlord of its intent to repair. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage or destruction, and the damage or destruction was not caused or contributed to by act or negligence of Tenant, its agents, employees, licensees or invitees or those for whom Tenant is responsible, the Rent payable under this Lease during the period for which the Leased Premises are untenantable shall be reduced to an amount determined by multiplying the sum of the Base Rent that would otherwise be payable but for this provision, by the ratio that the portion of the Leased Premises not rendered untenantable bears to the total rentable square footage of the Leased Premises prior to the casualty. Landlord's obligation to rebuild or restore under this section shall be limited to restoring the Leased Premises to

substantially the condition in which the same existed prior to the casualty, exclusive of any fixtures, alterations or improvements installed or constructed by or on behalf of Tenant, and Tenant shall, promptly, after the completion of such work by Landlord, proceed with reasonable diligence and at Tenant's sole cost and expense, to restore such improvements to substantially the condition in which the same existed prior to the casualty and to otherwise make the Leased Premises suitable for Tenant's use. If Landlord fails to proceed with reasonable diligence to pursue the restoration of the Leased Premises and Common Areas, or to substantially complete the necessary repairs or rebuilding within two hundred ten (210) days from the date that Landlord received written notice from Tenant of the damage or destruction (subject to extension due to an Act of God or Force Majeure), or if Landlord's notice indicates the Leased Premises cannot be rebuilt within such two hundred ten (210) day period, or if the damage occurs in the last year of the Term, Tenant may, at its option, terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist. Nothing herein requires Landlord to make repairs in the event of damage, destruction or loss if any other provision of this section gives to Landlord the right or option in its discretion to decline to make the repairs or the right to decline responsibility for the cost of the repairs.

- 8.2 Condemnation. If all or a portion of the Leased Premises (or any portion of the Building or Common Areas which Tenant and Landlord reasonably deem necessary for its continued use of the Leased Premises), shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, this Lease shall at Landlord's or Tenant's option either (i) terminate and the Rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemnation authority, or (ii) this Lease shall not terminate and Landlord shall restore and reconstruct, to the extent of condemnation proceeds (excluding any proceeds for the Land) actually received after the exercise by any mortgagee of the Property of an option to apply such proceeds against Landlord's debt to such mortgagee, the Property and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable. The Base Rent payable under this Lease during the unexpired portion of the Lease Term shall be reduced to an amount determined by multiplying the Base Rent that would otherwise be payable for this provision by the ratio that the portion of the Leased Premises not rendered untenable bears to the total rentable square footage of the Leased Premises prior to the casualty. If Landlord fails to substantially complete such restoration and reconstruction within one hundred eighty (180) days of the date of physical possession by the condemning authority work (subject to extension due to Act of God or Force Majeure), Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations of this Lease shall cease to exist. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof), whether for the whole or a part of the Leased Premises, shall be the property of Landlord (whether such award is compensation for damaged to Landlord's or Tenant's interest in the Leased Premises), and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business, or moving expenses, or for taking of Tenant's fixtures and

other property within the Leased Premises if a separate award for such items is made to Tenant.

## **ARTICLE 9 – INSURANCE**

- 9.1 **Property Insurance.** Landlord shall insure loss or damage to the Property by maintaining causes-of-loss special form insurance for the full replacement cost of the Property. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord. Landlord shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods or supplies) of Tenant upon or within the Leased Premises, any fixtures installed or paid for by Tenant upon or within the Leased Premises, or any improvements which Tenant may construct on the Leased Premises. Tenant at all times during the Lease Term shall, at its own cost and expense, keep in full force and effect insurance against fire and extended coverages for the actual cash value of any fixtures and improvements installed or constructed by or on behalf of Tenant, including, but not limited to, fixtures and improvements comprising Tenant's trade fixtures, furniture, machinery, goods, supplies and all other items of personal property of Tenant located on or within the Leased Premises. Tenant shall not do or permit to be done any act or thing as a result of which either (i) any policy of insurance of any kind covering any or all of the Property or any liability of Landlord in connection therewith, may become void or suspended, or (ii) the insurance risk under any such policy would (in the opinion of the insurer thereunder) be made greater than that which exists on the Commencement Date. If an increase in any insurance premiums paid by Landlord for the Property is caused by Tenant's use of the Leased Premises in a manner other than the Permitted Use, or if Tenant vacates the Leased Premises and causes an increase in such premiums (and said vacating is deemed a default hereunder), or Landlord incurs any expenses on behalf of Tenant in regard to providing insurance coverage as set forth herein, Tenant shall pay to Landlord within ten (10) days after receipt of Landlord's invoice therefor, the amount of such increase, which shall be Additional Rent hereunder.
- 9.2 **Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers, members, directors, partners and employees, for any loss, damage or destruction that may occur to the Leased Premises, improvements to the Leased Premises, or personal property within the Leased Premises, by reason of fire or the elements, regardless of cause or origin, including the negligence or misconduct of Landlord or Tenant and their agents, officers, members, directors, partners and employees, but only to the extent that such loss, damage or destruction is or would be covered by property insurance carried or required to be carried hereunder. Landlord and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers. Notwithstanding the foregoing, so long as University of Central Florida Board of

Trustees is the Tenant under this Lease and elects to self-insure through the State of Florida, this Section 9.2 shall not be applicable to this Lease.

- 9.3 Hold Harmless. Other than death or injury to persons or damage or destruction to property resulting from the gross negligence or willful misconduct of Landlord or its agents and employees, Landlord shall not be liable to Tenant or any of Tenant's agents, employees, licensees, invitees, customers, guests or invitees, for any claims, losses, demands, causes of action, liability, judgments, damages, costs or expenses arising out of or connected with the death or injury to any person or damage or destruction to any property on or about the Leased Premises or the Property, including but not limited to, consequential damages, (i) caused by any negligent act or omission of Tenant, its employees, agents, subtenants, licensees and concessionaires, or (ii) arising out of the negligent use of the Leased Premises or the Property by Tenant, its employees, agents, subtenants, licensees, concessionaires or invitees or (iii) arising out of any breach or default by Tenant in the performance of its obligations under this Lease, and Tenant hereby agrees to hold harmless Landlord from any liability, loss, expense or claim (including, but not limited to, reasonable attorneys' fees and paralegals' fees) arising out of such damage or destruction to property or death or injury to any person, unless caused by the negligence of Landlord, its agents or employees. Landlord shall not be liable to Tenant for any liability, loss, expense, claim, death, damage or destruction that may be occasioned by or through the acts or omissions of other tenants of the Property or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord acting within the scope of their authority. Further, Tenant specifically agrees to be responsible for and hold harmless Landlord from any and all damages or expenses of whatever kind arising out of or caused by a burglary, theft, vandalism, malicious mischief or other illegal acts performed in, at or from the Leased Premises.

Landlord shall indemnify, defend and hold Tenant and its employees, agents, subtenants, licensees, concessionaires or invitees harmless from and against any claims, losses, demands, causes of action, liability, judgments, damages, costs or expenses arising out of or connected with the death or injury to any person or damage or destruction to any property on or about the Leased Premises or the Property, including, but not limited to, consequential damages, (i) caused by any act or omission of Landlord, its employees, agents, or contractors, or (ii) arising out of the use of or work performed on or about the Leased Premises or the Property by Landlord, its employees, agents, or contractors, or (iii) arising out of any breach or default by Landlord in the performance of its obligations under this Lease.

- 9.4 Liability Insurance. Tenant shall impose the following insurance upon Canvsorl, Inc. in the Canvs Sublease, and upon any other permitted subtenant or assignee, to be kept in force during the Lease Term: comprehensive general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage (with an umbrella policy of \$5,000,000 in the aggregate), insuring both Landlord and Tenant against liability arising out of Tenant's use or occupancy of the Leased Premises, including, without limitation, the Common Areas and any other areas appurtenant thereto. Such insurance shall contain endorsements for contractual liability (other than rent) insurance relating to all obligations of Tenant pursuant to this Lease,

including its indemnification of Landlord, which shall include coverage for liability of Tenant's employees. So long as University of Central Florida Board of Trustees is the Tenant under this Lease, Tenant shall at its sole cost and expense obtain and keep in force during the Lease Term comprehensive general liability insurance with a combined single limit of not less than \$200,000 per person for bodily injury and property damage and \$300,000 each occurrence, insuring both Landlord and Tenant against liability arising out of Tenant's use or occupancy of the Leased Premises, including, without limitation, the Common Areas and any other areas appurtenant thereto.

- 9.5 Excess Liability. Tenant and any subtenants shall also name Landlord as additional insured on any excess liability policy that Tenant or any subtenant maintains.
- 9.6 Workers' Compensation Insurance and Employers Liability. At all times during the Lease Term, Tenant shall, at Tenant's sole cost and expense, keep in full force and effect statutory workers' compensation insurance as required by law and, so long as University of Central Florida Board of Trustees is the Tenant under this Lease, employers liability insurance in the amount of \$200,000 and for all other occupants, subtenants or assignees, employers liability insurance in the amount of \$500,000.
- 9.7 Insurance Requirements. All insurance certificates required to be carried by Tenant under this Lease shall be deposited with Landlord on the date Tenant first occupies the Leased Premises and upon renewals of such policies not less than ten (10) days after to the expiration of the term of such coverage. All insurance required to be carried by Tenant under this Lease shall be in form and content, and written by insurers acceptable to Landlord, in its reasonable discretion, provided however, Landlord hereby agrees that Tenant may self-insure through the State of Florida. In addition, insurance for all subtenants or any other occupant or assignee of this Lease that is not University of Central Board of Trustees must be written by insurers with an A.M. Best Rating of at least A-VII and Landlord (except for statutory workers' compensation insurance) shall be named as additional insured or loss payee, as applicable (without obligation to pay premiums). All policies shall provide that they may not be terminated without thirty (30) days' prior written notice to Landlord, and in the event Tenant's policy through the State of Florida does not contain such a provision, Tenant shall be responsible for providing such notice. If Tenant shall fail to comply with any of the requirements contained relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord, on demand as Additional Rent hereunder, the premium cost thereof.
- 9.8 Hazardous Material. Throughout the Lease Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Leased Premises other than in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this Lease, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any applicable federal, state, or local laws, rule, regulation, or order. To the extent expressly permitted by Florida Statutes 768.28, Tenant shall indemnify, defend, and hold harmless Landlord from and against (a) any loss, cost,

expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work of the Leased Premises (“Remedial Work”) required by any applicable federal, state or local law, rule, regulation or order, or by an governmental agency, authority, political subdivision having jurisdiction over the Leased Premises and which arise out of the activities of the Tenant, and (b) any claims of third parties for loss, injury, cost, expense, damage or destruction arising out of the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Materials on, under, in, above, to, or from the Leased Premises and which arise out of the activities of the Tenant. In the event any Remedial Work is so required under any applicable federal, state, or local law, rule, regulation or order, Tenant shall promptly perform or cause to be performed such Remedial Work in compliance with such law, rule, regulation, or order. In the event Tenant shall fail to commence the Remedial Work in a timely fashion, or shall fail to prosecute diligently the Remedial Work to completion, each as determined by Landlord in its reasonable discretion, such failure shall constitute an Event of Default on the part of Tenant under the terms of this Lease, and Landlord, in addition to any other rights or remedies afforded it hereunder, may, but shall not be obligated to, cause the Remedial Work to be performed, and Tenant, upon demand, shall promptly reimburse Landlord for the costs and expenses thereof, plus interest thereon at the highest rate allowed by law from the date of such expenditure through the date such amounts are paid in full. To the best of Landlord’s actual knowledge and except as otherwise disclosed to Tenant, the Leased Premises, Common Areas, and all occupied areas of the Building are free of asbestos and other Hazardous Materials.

## **ARTICLE 10 - ASSIGNMENT OR SUBLEASE**

- 10.1 Assignment or Sublease by Tenant. Tenant shall not assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise or mortgage or pledge the same, or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord, which consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to assign or sublet to an affiliated entity, purchaser of substantially all of Tenant’s assets, or successor by merger, without Landlord’s approval, provided that the use of the Leased Premises does not change from Tenant’s Permitted Use (“Permitted Subtenant/Assignee”). Landlord hereby consents to the Canvs Sublease as well as the potential subletting that may occur by Canvsorl, Inc. in accordance with its operation as a co-working/temporary office space. In no event shall any assignment or sublease ever release Tenant from any obligation or liability under this Lease. No other assignee or sublessee of the Leased Premises or any portion thereof may assign or sublet the Leased Premises or any portion thereof, except as set forth herein. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord’s rights as to any subsequent assignments and subletting. Fifty percent (50%) of any increase in rent over that charged herein for the same period payable by any assignee or sublessee (other than a Permitted Subtenant/Assignee) to the Tenant or the Tenant’s designate as a part of such assignment or subletting, less any costs related to such assignment or sublease (e.g. tenant improvements, broker commissions, etc.) shall be paid over to the Landlord as it is received. Whether or not Landlord grants consent to any proposed assignment or

sublease, Tenant shall pay \$750.00 towards Landlord's review and processing expenses in connection therewith, provided however, Landlord hereby waives the \$750.00 with respect to the Canvs Sublease.

Landlord shall have no obligation to recognize any, or to agree to not disturb the possession of the Leased Premises by any, subtenant of Tenant upon any event of default of Tenant under this Lease or upon any other termination of the Lease, unless Landlord shall agree to do so in writing by separate instrument, but Landlord shall have no obligation to do so. Such non-recognition shall expressly apply to the Canvs Sublease. Landlord's consent to any sublease shall not be construed as or imply any agreement on Landlord's part not to disturb any subtenant's possession of the Leased Premises upon an event of default by Tenant or upon any other termination of this Lease. In the event of Tenant's surrender of this Lease or the termination of this Lease for any reason or by any circumstance, Landlord may, at its option, either terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder. During the time that any uncured event of default exists hereunder, Landlord, as assignee, may collect such sublease rent and, in such case, Landlord shall apply the sublease rent toward Tenant's obligations under this Lease. Any subtenant shall be required in its sublease to pay all sublease rent directly to Landlord upon receipt of notice from Landlord that an event of default exists under this Lease. This Section shall put any subtenant on notice that Landlord has no obligation to recognize any sublease and that upon termination of this Lease for any reason Landlord may terminate any subtenant's tenancy and any rights to possession of the Leased Premises without any recourse against Landlord

- 10.2 Assignment by Landlord. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment which includes an assumption shall operate to release Landlord from any and all liabilities under this Lease arising after the date of such sale, transfer or assignment.
- 10.3 Default and Collection. If any Event of Default should occur while the Leased Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may at Landlord's option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease, and apply such rent against any sums due to Landlord by Tenant under this Lease, and Tenant hereby directs any such assignee or subtenant to make such payments of rent directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any such assignee or subtenant shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its obligations under this Lease. Receipt by Landlord of rent from any assignee or subtenant of the Leased Premises shall not be deemed a waiver of the covenant contained in this Lease against assignment and subletting or a release of Tenant or any Guarantor from any obligation under this Lease. The receipt by Landlord of any such amounts from an assignee or subtenant obligated to make payments of rent shall be a full and complete release, discharge and acquittance to such assignee or subtenant to the extent of any such amount of rent so paid to Landlord. Landlord is authorized and empowered, on behalf of Tenant, to endorse the name of Tenant upon any check, draft or other instrument payable to Tenant evidencing payment of rent, or any part thereof, and



to apply the proceeds therefrom in accordance with the terms hereof. Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Leased Premises. Any attempted assignment or sublease or encumbrance by Tenant in violation of the terms and covenants of this section shall be void and automatically constitute an Event of Default under this Lease.

- 10.4 Rights of Mortgagee, Estoppel Letters and Subordination Agreements. Tenant accepts this Lease subject and subordinate to any mortgage or deed of trust lien presently existing, if any, or hereafter encumbering the Property, or any portion thereof, and to all existing ordinances and recorded restrictions, covenants, easements, and agreements with respect to the Property or any portion thereof; subject to, and so long as Tenant has received the Lease Subordination, Non-Disturbance and Attornment Agreement described below from all current and future mortgagees. Upon any foreclosure of any such mortgage, or the sale or conveyance of the Property, or any portion thereof, in lieu of foreclosure, or any other transfer of Landlord's interest in the Property, whether or not in connection with a mortgage, Tenant hereby does, and hereafter agrees to attorn to the purchaser at such foreclosure sale or to the grantee under any deed in lieu of foreclosure or to any other transferee of Landlord's interest, and shall recognize the purchaser, grantee, or other transferee as Landlord under this Lease, and no further attornment or other agreement shall be required to effect or evidence Tenant's attornment to and recognition of such purchaser or grantee as Landlord hereunder. Such agreement of Tenant to attorn shall survive any such foreclosure sale, trustee's sale, conveyance in lieu thereof, or any other transfer of Landlord's interest in the Leased Premises.

Notwithstanding anything contained in this Section 10.4 to the contrary, this Lease is conditioned and contingent upon Tenant's receipt of a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") substantially in the form attached hereto as Exhibit "I" in recordable form and executed by the Landlord and Landlord's applicable lender and/or mortgagee of the Building within three (3) business days of the Effective Date of this Lease. If the SNDA is not received as required, then Tenant shall have the right to terminate this Lease without further obligation by written notice given to Landlord.

In addition, within twenty (20) days of receipt of written request, at any time before or after any such foreclosure sale, trustee's sale, conveyance in lieu thereof, or other transfer, at Landlord's expense, Landlord shall provide for the applicable lender or mortgagee, and Tenant shall execute, acknowledge, and deliver to any existing mortgagee or a prospective transferee a, **SNDA** substantially in the form attached hereto as Exhibit "I" and any additional written instruments and certificates evidencing such attornment as such existing mortgagee or other prospective transferee may reasonably require. Notwithstanding anything to the contrary contained in this section, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as mortgagee in its discretion may consider appropriate; provided such mortgagee has delivered an SNDA substantially in the form attached to this Lease. Tenant agrees to furnish, from time to time, within twenty (20) days after receipt of a written request from Landlord or Landlord's mortgagee, (i) a statement certifying, if applicable, all or some of the following: Tenant

is in possession of Leased Premises; this Lease is in full force and effect; this Lease is unmodified (except as disclosed in such statement); Tenant claims no present charge, lien, or claim of offset against Rent; the Rent is paid for the current month, but is not prepaid for more than one (1) month and will not be prepaid for more than one (1) month in advance; there is no existing default by reason of some act or omission by Landlord; Landlord has performed all inducements required of Landlord in connection with this Lease, including construction obligations, and Tenant accepts the Leased Premises as constructed; (ii) an acknowledgment of the assignment of Rent and other sums due hereunder to the mortgagee and agreement to be bound thereby; (iii) an agreement requiring Tenant to advise the mortgagee of damage to or destruction of the Leased Premises by fire or other casualty requiring reconstruction; (iv) an agreement by Tenant to give the mortgagee written notice of Landlord's default hereunder and to permit the mortgagee to cure such default within a reasonable time after such notice before exercising any remedy Tenant might possess as result of such default; and (v) such other matters as may be reasonably required by Landlord or Landlord's mortgagee. Tenant's failure to deliver such statement, in addition to being a default under this Lease shall be deemed to establish conclusively that this Lease is in full force and effect except as declared by Landlord or Landlord's mortgagee, that Landlord is not in default of any of its obligations under this Lease, and that Landlord has not received more than one (1) month's Rent in advance.

Attached hereto as Exhibit "J" is a form of Lease Ratification Agreement and Estoppel Certificate which, at the request of Landlord or Landlord's mortgagee, shall be expanded to cover some or all of the items listed in hereinabove which are not included in Exhibit "J".

#### **ARTICLE 11 - LANDLORD'S LIEN**

- 11.1 Landlord's Lien. Tenant hereby pledges and assigns to Landlord as security for the payment of any and all Rent and/or other sums or amounts provided for herein, all of the equipment, furniture, fixtures, goods and chattels of Tenant which shall or may be brought or put on or into the Leased Premises and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise at the election of Landlord. In the event Tenant seeks to finance its equipment or its leasehold interest, Landlord hereby agrees that in the event Tenant obtains financing on Tenant's personal property or its leasehold interest in the Leased Premises, Landlord shall reasonably subordinate its Landlord lien it may have on Tenant's personal property or leasehold interest that Landlord may be entitled to by statute or otherwise pursuant to a subordination agreement with such Tenant's lender on terms reasonably acceptable to Landlord.

#### **ARTICLE 12 - DEFAULT AND REMEDIES**

- 12.1 Default by Tenant. The following shall be deemed to be events of default by Tenant under this Lease (an "Event of Default"):

12.1.1 Tenant shall fail to pay when due any installment of Rent or any other payment required pursuant to this Lease and fails to cure such failure within five (5) days after receipt of written notice.

12.1.2 Notwithstanding anything in this Lease to the contrary, including, but not limited to, Section 12.1.1. above, and regardless of the number of times of Landlord's prior acceptance of late payments of Rent or any other payment required pursuant to this Lease, if Landlord notifies Tenant in writing twice in any calendar year that Rent or any other payment required pursuant to this Lease has not been paid when due, any further late payment of Rent or other amount required pursuant to this Lease within such calendar year will automatically constitute an Event of Default under this Lease and there shall be no notice or grace period for Tenant to cure such default other than the five (5) days (i.e., an Event of Default shall automatically occur on the sixth (6<sup>th</sup>) day after the day upon which the Rent or other payment was due);

12.1.3 Intentionally Omitted.

12.1.4 Intentionally Omitted.

12.1.5 Intentionally Omitted.

12.1.6 Tenant or any guarantor of Tenant's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder and not dismissed within sixty (60) days;

12.1.7 Tenant or any guarantor of Tenant's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

12.1.8 Tenant shall do or permit to be done any act which results in a lien being filed against the Leased Premises or the Property, and such lien is not released or bonded within thirty (30) days of Tenant's receipt of notice of such lien;

12.1.9 The liquidation, termination, dissolution or (if Tenant is a natural person) the death of Tenant or any Guarantor of Tenant's obligations hereunder; or

12.1.10 Intentionally Omitted.

12.1.11 If during the Lease Term, Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds.

12.1.12 Tenant pays the Rent late (i.e., later than five (5) days after the date due) more than two (2) times in any six (6) month period.

12.1.13 Tenant shall be in default of any other term, provision or covenant of this Lease, and, other than specified in Sections 12.1.1 – 12.1.12 above, such default is not

cured within thirty (30) days after written notice thereof to Tenant, or such longer time as required to reasonably cure the default so long as Tenant is diligently pursuing to cure same.

- 12.2 Remedies for Tenant's Default. Upon the occurrence of any Event of Default set forth in this Lease, Landlord shall, in addition to any other rights or remedies available to Landlord under this Lease and under the laws of the State of Florida, have the option to pursue any one or more of the remedies set forth in this section without any additional notice or demand:

12.2.1 Landlord may elect to declare the entire Rent for the balance of the Lease Term, or any part thereof, due and payable immediately, which if paid shall be discounted to then present value using a discount rate of eight percent (8%).

12.2.2 Landlord may elect, at any time subsequent to such Event of Default, by written notice to Tenant, to terminate this Lease on the date specified in such notice of termination, and Tenant shall surrender the Leased Premises to Landlord as if the Lease Term ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided; provided, however, whether or not Landlord shall elect to terminate this Lease, Landlord shall have the immediate right to re-enter the Leased Premises and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, and Landlord shall not be deemed guilty of trespass, or become liable for any loss, cost, expense, damage or destruction which may be occasioned thereby.

12.2.3 Landlord may retake possession of the Leased Premises for the account of Tenant and may re-enter the Leased Premises, by summary proceedings or otherwise, and, using its best efforts, attempt to relet the Leased Premises, or any part thereof, as Tenant's agent, in the name of Landlord, or otherwise to any tenant and upon such terms and conditions and for any use or purpose and for a term shorter or longer than the balance of the Lease Term, all as Landlord may deem appropriate. Should Landlord elect to re-enter or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof. Upon each such reletting, all rent received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than Rent due hereunder, from Tenant to Landlord; second to the payment of any reasonable costs and expenses of such reletting including brokerage fees and to costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rent received from such reletting during any month be less than that to be paid during that month by Tenant as set forth herein, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly, but to the extent permitted by law, Tenant shall not be entitled to any surpluses from such reletting. Landlord shall recover from Tenant all damages it may incur by reason of Tenant's default, including the reasonable cost of recovering the Leased Premises and, including charges equivalent to Rent reserved in this Lease for the remainder of the Lease Term, all

of which amounts shall be immediately due and payable from Tenant to Landlord. In computing the net amount of rents collected through such reletting, Landlord may deduct all reasonable expenses incurred in obtaining possession of and reletting the Leased Premises, including legal expenses, attorneys' fees and paralegals' fees whether suit is filed or not and if suit is filed through all trial and appellate levels, bankruptcy and probate, brokerage fees, the cost of restoring the Leased Premises to good order, and the cost of all alterations and decorations deemed necessary by Landlord to effect reletting.

12.2.4 Landlord may retake possession of the Leased Premises, or any part thereof, on its own behalf, without thereby relieving Tenant from any liability for damages accruing prior to such retaking. Alternatively, Landlord may elect not to seek to re-enter any portion of the Leased Premises, without waiving its right to do so at any future time or its right to collect the Rent due hereunder as and when the same shall become due and to continue to hold Tenant fully liable for all its obligations hereunder.

12.2.5 If Tenant is in default, (a) Landlord, in addition to retaking possession, may bring an action immediately for all damages resulting therefrom, and (b) Landlord shall use reasonable efforts to mitigate its damages.

12.2.6 In the event of a breach or threatened breach of any of the covenants or provisions hereof, Landlord shall have the further right to seek an injunction.

12.2.7 Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for specific performance of any covenant or agreement contained herein, or for the enforcement of any other legal or equitable remedy, including recovery of all monies due or to become due from Tenant under any of the provisions of this Lease.

12.2.8 If Landlord exercises any of the remedies provided for in subparagraphs 12.2.1 through 12.2.5 above, Tenant shall surrender possession and vacate the Leased Premises immediately and deliver possession thereof to Landlord, and Landlord may then or at any time thereafter re-enter and take complete and peaceful possession of the Leased Premises, with or without process of law, full or complete license to do so being hereby granted by Tenant to Landlord, and Landlord may remove all occupants and property therefrom in accordance with Florida law, without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

12.2.9 Upon an Event of Default resulting from Tenant's failure to pay Rent or any other amount due hereunder, all sums past due shall bear interest from the date due at the highest legal rate of interest permitted under the laws of the State of Florida. Neither the accrual nor the payment of such interest shall be deemed to excuse or cure any breach, default or Event of Default hereunder. In the event that any interest paid or charged hereunder shall exceed the maximum legal rate then applicable, such rate so charged by Landlord shall be automatically reduced to the current maximum legal rate of interest, and Landlord shall promptly refund to Tenant the excess amount of interest paid over such maximum legal rate of interest.

12.2.10 The rights, privileges, elections and remedies of Landlord under this Lease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination. Notwithstanding anything in this Lease to the contrary, no termination of this Lease (whether upon an Event of Default or otherwise) shall be deemed to limit or negate Landlord's rights hereunder to indemnification from Tenant (or Tenant's insurance carriers) for any claim or liability asserted against or imposed upon Landlord, whether before or after the termination of this Lease, which is directly or indirectly based upon death, personal injury, property damage or destruction, or other matters occurring prior to the termination hereof.

12.2.11 The pursuit by Landlord or Tenant of any particular remedy, whether specified herein or otherwise, shall, to the extent permitted by law, not preclude Landlord or Tenant from pursuing any other remedy or remedies available to it at law or in equity, all of which shall be deemed to be cumulative. If Landlord's re-entry is the result of Tenant's bankruptcy, insolvency or reorganization, Landlord shall recover as liquidated damages, in addition to accrued Rent and other charges, the full Rent for the maximum period allowed by any act relating to bankruptcy, insolvency or reorganization. If Tenant Abandons or vacates the Leased Premises, or if Landlord re-enters the Leased Premises pursuant to court order, any property left in the Leased Premises by Tenant shall be deemed to have been abandoned by Tenant, and Landlord shall have the right to retain or dispose of such property in any manner without any obligation to account therefor to Tenant. Tenant, for itself and for all persons claiming through or under it, hereby waives any and all rights which are or may be conferred upon Tenant by any present or future law to redeem the Leased Premises after a warrant to dispossess shall have been issued or after judgment in an action for ejectment shall have been made and entered. The parties hereby waive trial by jury in an action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or claim of injury, death, damage or destruction. In the event of a breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity, including injunctive relief, to enforce Landlord's rights or any of them, as if re-entry and other remedies were not herein provided for.

Notwithstanding anything to the contrary set forth in this Lease, Landlord reserves all rights which any state or local laws, rules, regulations or ordinances confer upon a Landlord against a tenant in default. The term and conditions set forth in this article shall apply to any renewals or extensions of this Lease. This agreement shall be deemed to have been made in the State of Florida and shall be interpreted, and the rights and liabilities of the parties herein determined, in accordance with the laws of the State of Florida.

Notwithstanding any other right or remedy set forth in this Lease, if Landlord has made Rent concessions of any type or character, or waived any Base Rent, and Tenant defaults at any time during the Lease Term, the Rent concessions, including, but not limited to, any waived Base Rent, shall be canceled and the amount of the Base Rent or other Rent concessions shall be due and payable immediately as if no Rent concessions or waiver of any Base Rent had ever been

granted. A Rent concession or waiver of the Base Rent shall not relieve Tenant of any obligation to pay any other charge due and payable under this Lease, including, without limitation, any sum due under Section 3 of this Lease.

Notwithstanding anything to the contrary set forth in this Lease and subject to Landlord's right to terminate this Lease hereunder, at law or otherwise, this Lease may be terminated by Landlord only by written notice of such termination to Tenant given in accordance with the Section of this Lease entitled Notices, and no other act or omission of Landlord shall be construed as a termination of this Lease.

12.3 Default by Landlord. A "Landlord Default" shall be deemed to exist if (i) Landlord defaults in the performance of any of its monetary obligations under this Lease and fails to cure such default within ten (10) days of Landlord's receipt of written notice of such default or (ii) Landlord defaults in the performance of any of its non-monetary obligations under this Lease and fails to cure such default, or to commence and diligently pursue completion thereof, within thirty (30) days of Landlord's receipt of written notice of such default, provided, however, that Landlord shall not be deemed in default if such default cannot be cured within such thirty (30) day period and Landlord commences curing such default within such thirty (30) day period and thereafter diligently pursues such cure and in any event completes such curing within ninety (90) days. In the event that a Landlord Default shall exist, except as otherwise specifically provided herein to the contrary, Tenant's sole and exclusive remedy shall be to cure such default for the account of Landlord, and Landlord shall reimburse Tenant for any amount paid and any expense or contractual liability so incurred upon invoice. If Landlord fails to reimburse Tenant within thirty (30) days after invoice for any cost incurred by Tenant hereunder, then Tenant shall have the right to bring a cause of action against Landlord in the jurisdiction in which the Premises is located for an amount not to exceed the amount specified on said invoice plus reasonable court and attorney costs incurred by Tenant in bringing such cause of action.

12.4 Waiver of Bond. In any distress for Rent action filed by Landlord against Tenant, Tenant waives all constitutional, statutory or common law bonding requirements, including the requirement under §83.12, *Florida Statutes*, that Landlord file a bond payable to Tenant at least double the sum demanded by Landlord. Tenant specifically agrees that no bond shall be required in any such action and Tenant further waives the right under §83.14, *Florida Statutes*, to replevin distrained property.

### **ARTICLE 13 - MISCELLANEOUS MATTERS**

13.1 Waiver. Failure of Landlord to declare an Event of Default immediately upon its occurrence, or delay in taking any action in connection with an Event of Default, shall not constitute a waiver of the default, but Landlord shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Failure by Landlord or Tenant to enforce one or more of the remedies provided under this Lease or at law or in equity upon any Event of Default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord may collect and

receive Rent due from Tenant without waiving or affecting any rights or remedies that Landlord may have at law or in equity or by virtue of this Lease at the time of such payment. Institution of any action to re-enter the Leased Premises shall not be construed to be an election by Landlord to terminate this Lease.

13.2 Attorneys' Fees. Intentionally Deleted.

13.3 Successors. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and permitted assigns.

13.4 Interpretations; Severability. The captions appearing in this Lease are for convenience only and in no way define, limit, construe or describe the scope or intent of any Article, Section, subsection or paragraph. Grammatical changes required to make the provisions of this Lease apply (i) in the plural sense where there is more than one (1) Tenant and (ii) to either corporations, companies, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Each covenant and agreement contained in this Lease shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from Tenant's obligation to perform each and every covenant, obligation and agreement of this Lease to be performed by Tenant.

13.5 Notices. All Rent and other payments required to be made by Tenant shall be payable to Landlord at the following lockbox address: c/o TSLF CHURCH STREET EXCHANGE, LLC, C/O Tremont Realty Capital, 255 Washington Street, Suite 300, Newton, MA 02458. All payments required to be made by Landlord to Tenant shall be payable to Tenant at Tenant's address set forth in the Section of this Lease entitled Addresses. Any notice or document (other than Rent) required or permitted to be delivered by the terms of this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or with a national overnight carrier, addressed to the parties at the respective addresses set forth in the Section of this Lease entitled Addresses (or, in the case of Tenant, at the Leased Premises subsequent to the Commencement Date).

13.6 Multiple Tenants. If this Lease is executed by more than one person or entity as "Tenant", each such person and entity shall be jointly and severally liable hereunder. It is expressly understood that (i) any one of the named Tenants shall be empowered to execute any modification, amendment, exhibit, floor plan, or other document referenced



herein and bind all of the named signatories thereto and (ii) Landlord shall be entitled to rely on same to the extent as if all of the named signatories had executed same.

- 13.7 Termination of Existing Lease. Landlord and Tenant hereby acknowledge that the Leased Premises are currently subject to that certain Commercial Lease by and between Landlord and Canvsorl, Inc. dated April 7, 2014 (the "Existing Lease"). Landlord and Tenant hereby agree that this Lease shall be contingent upon the termination of the Existing Lease on or before November 1, 2017. In the event the Existing Lease is not terminated on or before November 1, 2017, then this Lease shall be deemed null and void and of no further effect.
- 13.8 Time is of the Essence. The time of the performance of all of the covenants, conditions and agreements of this Lease is of the essence.
- 13.9 Entire Agreement. It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that this Lease, with the specific references to extrinsic documents, is the entire agreement of the parties, that there are, and were, no verbal representations, warranties, understandings, stipulations, agreement or promises pertaining to the subject matter of this Lease or of any expressly mentioned extrinsic documents that are not incorporated in writing in this Lease or in such documents.
- 13.10 Amendment. This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant.
- 13.11 Limitation of Warranties. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, suitability, fitness for a particular purpose of or of any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease. Without limiting the generality of the foregoing, and subject to specific warranties and representation by Landlord in this Lease, Tenant expressly acknowledges that Landlord has not made any warranties or representations concerning any hazardous substances or other environmental matters affecting any part of the Property, and Landlord hereby expressly disclaims and Tenant waives any express or implied warranties with respect to any such matters.
- 13.12 Waiver and Releases. Tenant shall not have the right to withhold or to offset Rent or to terminate this Lease except as may be expressly provided herein. Tenant waives and releases any and all statutory liens and offset rights, except as specifically contained herein.
- 13.13 RADON GAS DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Orange County, Florida, public health unit.

- 13.14 Exhibits, Riders and Addenda. All exhibits, riders and addenda attached to this Lease are incorporated herein by reference. Tenant acknowledges that the terms of the agreements set forth in all exhibits, schedules, riders and addenda are acceptable to Tenant.
- 13.15 Real Estate. Tenant warrants that it has had no dealings with any broker other than Jones Lang LaSalle in connection with the negotiation or execution of this Lease, and to the extent expressly permitted by Florida Statutes 768.28, Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any other broker or agent other than the brokers with respect to this Lease. In the event this Lease shall be terminated due to Tenant's default prior to the natural expiration of the Term of this Lease, Tenant shall pay to Landlord the unamortized portion of any leasing commission paid by Landlord.
- 13.16 Waiver of Jury Trial. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THE LEASED PREMISES (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS LEASE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS LEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LANDLORD AND TENANT TO ENTER AND ACCEPT THIS LEASE.
- 13.17 Legal Authority. If Landlord or Tenant is a corporation (including any form of professional association), then each individual executing or attesting this Lease on behalf of such corporation covenants, warrants and represents that he/she is duly authorized to execute or attest and deliver this Lease on behalf of such corporation. If Landlord or Tenant is a partnership (general or limited) or limited liability company, then each individual executing this Lease on behalf of the partnership or company hereby covenants, warrants and represents that he is duly authorized to execute and deliver this Lease on behalf of the partnership or company in accordance with the partnership agreement or membership or operating agreement, as the case may be, or an amendment thereto, now in effect.
- 13.18 No Reservation; No Option. The submission of this Lease for examination does not constitute a reservation of or an option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery by Landlord and Tenant.
- 13.19 Modified Gross Lease. It is the intention of the parties hereto that this Lease is and shall be treated as a modified gross lease.

13.20 Sales Tax. So long as the University of Central Florida Board of Trustees is the Tenant under this Lease and provided that Tenant provides its tax exemption certificate to Landlord and Landlord is not otherwise required to remit to the State of Florida any sales tax on the Base Rent or any other amounts collected under this Lease, then Tenant shall not be required to pay such sales taxes under this Lease; provided however, Tenant shall require any subtenants or assignees to pay such taxes as otherwise required hereunder.

Annual Appropriation. Tenant's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Legislature of the State of Florida to the University of Central Florida.

*[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

WITNESSES:

LANDLORD:

**TSLF CHURCH STREET EXCHANGE, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESSES:

TENANT:

**UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT "A"**

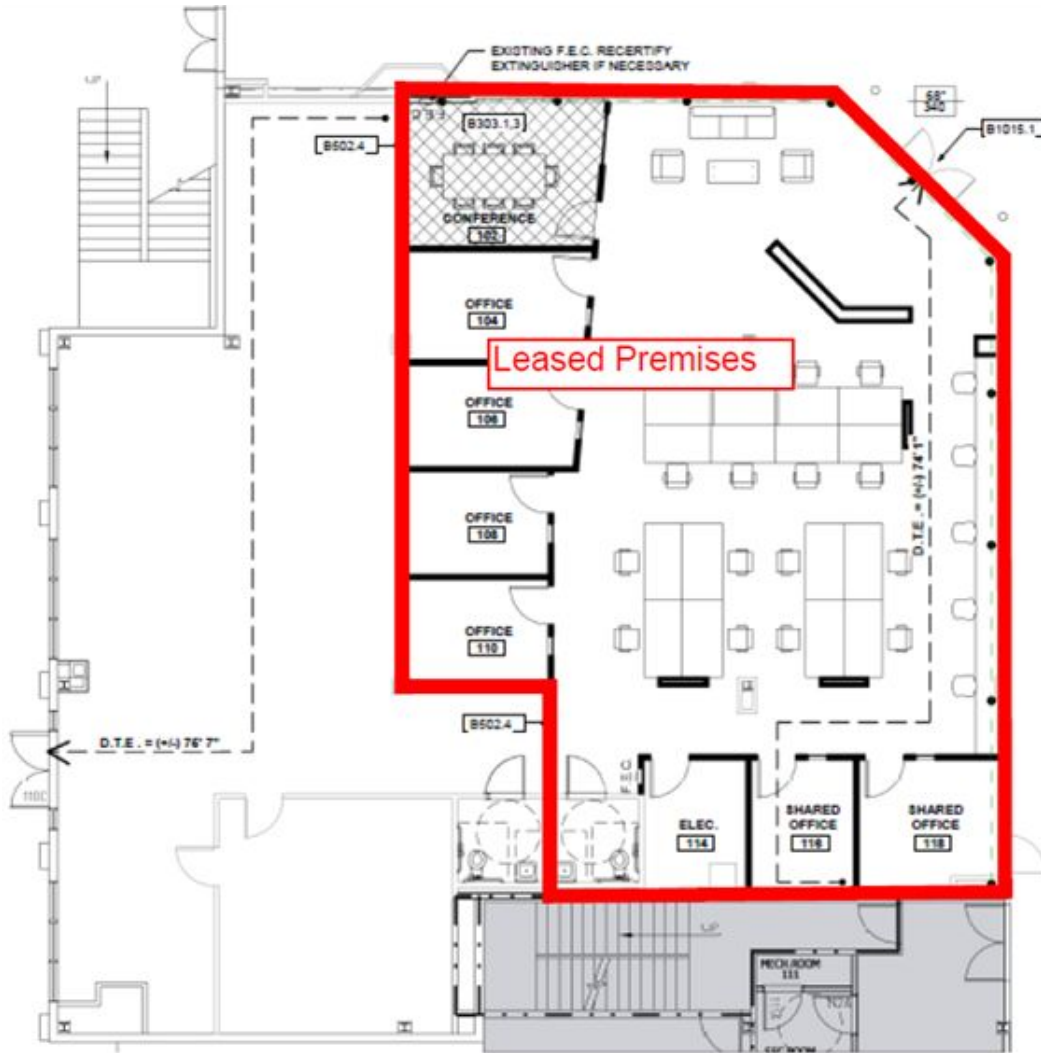
**LEGAL DESCRIPTION OF THE LAND**

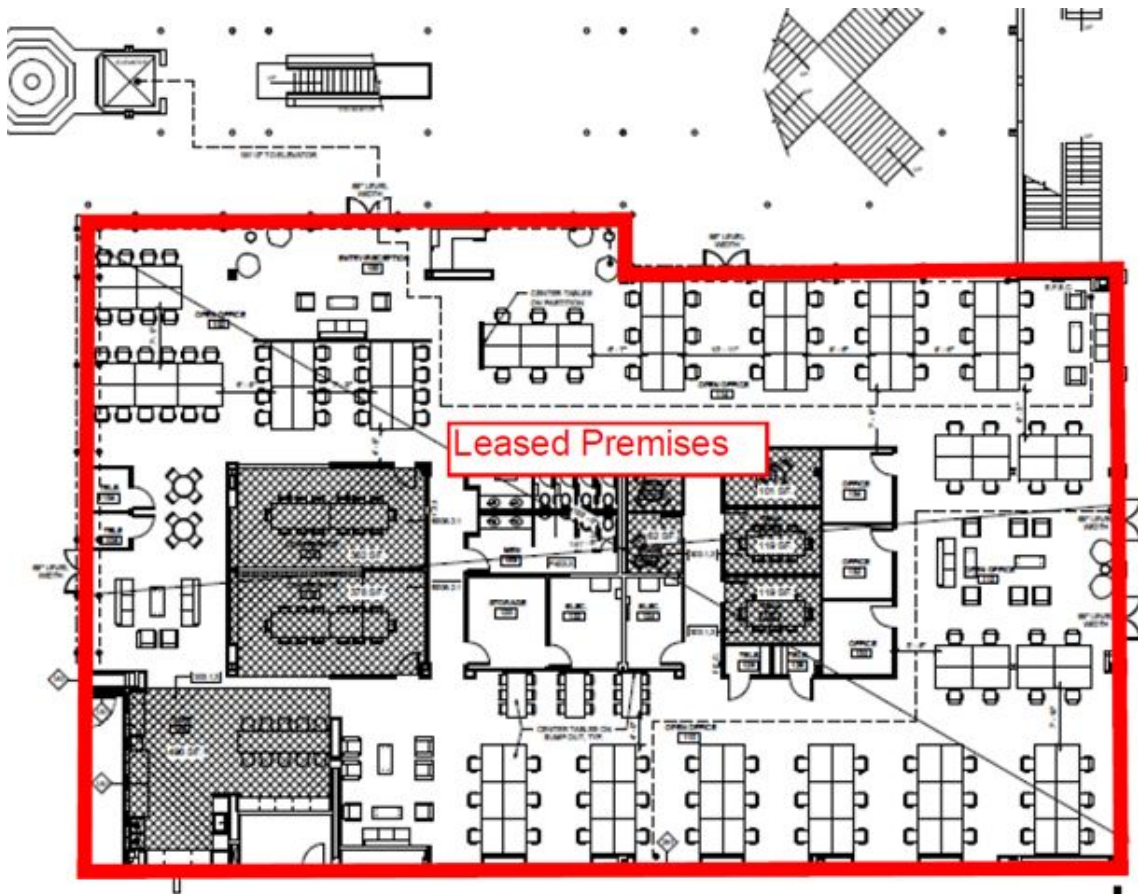
ALL OF CHURCH STREET EXCHANGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE 28 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**EASEMENT - TRACT 4**

EASEMENTS CREATED UNDER THAT CERTAIN GERTRUDE AVENUE BRIDGE AGREEMENT EXECUTED BETWEEN LINCOLN CHURCH STREET MARKET AND CHURCH STREET STATION ASSOCIATES LIMITED PARTNERSHIP FILED JANUARY 30, 1989 IN OFFICIAL RECORDS BOOK 4051, PAGE 3830, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS ASSIGNED BY ASSIGNMENT OF EASEMENT RIGHTS RECORDED MAY 25, 1989 IN OFFICIAL RECORDS BOOK 4083, PAGE 2000; ASSIGNMENT OF EASEMENT RIGHTS RECORDED AUGUST 25, 1989 IN OFFICIAL RECORDS BOOK 4109, PAGE 3388; ASSIGNMENT OF EASEMENT RIGHTS RECORDED AUGUST 25, 1989 IN OFFICIAL RECORDS BOOK 4109, PAGE 3411; BLANKET ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED MARCH 31, 1994 IN OFFICIAL RECORDS BOOK 4719, PAGE 3218; ASSIGNMENT OF EASEMENT RIGHTS RECORDED APRIL 19, 1999 IN OFFICIAL RECORDS BOOK 5730, PAGE 2473; AND SPECIAL WARRANTY DEED RECORDED JULY 7, 2001 IN OFFICIAL RECORDS BOOK 6293, PAGE 6086; ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**EXHIBIT "B"**  
**LEASED PREMISES**





**EXHIBIT “C”**

INTENTIONALLY OMITTED



**EXHIBIT “D”**

INTENTIONALLY OMITTED

## **EXHIBIT “E”**

### **RULES AND REGULATIONS**

Landlord has adopted the following Building Rules and Regulations for the care, protection and benefit of your Leased Premises and the Building and for the general comfort and welfare of all Tenants. These Rules and Regulations are subject to amendment by the Landlord from time to time.

#### **1. Building Hours and Access.**

1.1 Normal Building Hours shall be established by the Landlord consistent with the creation of an upscale entertainment complex. Specific Building Hours as to the Leased Premises may be agreed upon between Landlord and Tenant. Landlord will provide Tenant, at Landlord's expense, a building card access system that will provide Tenant with access to the Leased Premises (including electricity) at all times. Building Hours are defined as 7:00 AM and 7:00 PM Monday through Friday, and any five hour time allotment requested by Tenant (as of 3:00 PM on the Friday prior) on Saturday.

1.2 Landlord reserves the right to designate the time when freight, furniture, goods, merchandise and other articles may be brought into, moved or taken from Leased Premises or the Building. Tenants must make arrangements with the management office when the elevator is required for the purpose of carrying any kind of freight. Landlord shall in all cases have the right to specify the proper weight and position of any heavy article.

1.3 Landlord reserves the right at all times to exclude loiterers, vendors, solicitors, and peddlers from the Building and to require registration of satisfactory identification or credentials from all persons seeking access to any part of the Building outside ordinary business hours. The Landlord will exercise its best judgment in the execution of such control but shall not be liable for the granting or refusal of such access.

#### **2. Building.**

2.1 The sidewalks, entry passages, corridors, halls, elevators, and stairways shall not be obstructed by the Tenant or used by it for other than ingress and egress.

2.2 The floors, skylights and windows that reflect or admit light into any place in the Building shall not be covered or obstructed by the Tenant, except for window treatments reasonably approved by Landlord and including Tenant's specialty window treatments.

2.3 Restroom facilities, water fountains, and other water facilities shall not be used for any purpose other than those for which they were constructed, and no rubbish, or other obstructing substances, shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officers, employees, agents, patrons, customers, licensees, visitors, or invitees shall, have caused it.

2.4 Tenant shall not injure, overload or deface the Building, the woodwork, or the walls of the Leased Premises, nor carry on upon the Leased Premises any noxious, noisy or offensive business, nor store in the Building of the Leased Premises any flammable or odorous materials.

2.5 Tenant, its officers, agents, employees, patrons, customers, licensees, invitees, and visitors shall not solicit in the Building, parking facilities or Common Areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the Building's parking facilities.

2.6 Landlord will not be responsible for lost or stolen property, equipment, money, or any article taken from the Leased Premises, Building or parking facilities, regardless of how or when loss occurs.

2.7 Nothing shall be thrown out of the windows of the Building, or down the stairways or the passages.

2.8 The Landlord shall not be liable for any damages from the stoppage of elevators for necessary or desirable repairs or improvements, delays of any sort or duration in connection with the elevator service. However, Landlord shall use its best efforts to schedule non-emergency service during times that would least impact Tenant's business.

3. Doors and Windows.

3.1 Tenant entrance doors should be kept closed at all times required to be in compliance with the fire code.

3.2 Tenant shall not put additional locks or latches upon any door without the written consent of the Landlord, nor shall any duplicate keys be made. All necessary keys shall be furnished by the Landlord, and the same shall be surrendered upon the termination of this Lease, and the Tenant shall then give to the Landlord or his agent's explanation of the combination of all locks upon the doors of vaults.

3.3 All glass, locks and trimmings in or upon the doors and windows of the Building and the demising walls of the Leased Premises shall be kept whole and when any part thereof shall be broken the same shall be immediately replaced or repaired and put in good repair by Landlord, unless the same was caused by Tenant, its invitees, agents, employees, permittees or assigns, in which event, Tenant shall be responsible for the repair and/or replacement of such items.

4. Leased Premises Use.

4.1 Tenant shall not install in the Leased Premises any heavy weight equipment or fixtures or permit any concentration of excessive weight in any portion thereof without first having obtained Landlord's prior written consent, which may be withheld by Landlord in its sole and absolute discretion.

4.2 Tenant shall not (without Landlord's prior written consent, which may be withheld by Landlord in its sole and absolute discretion) install or operate any large business machine, equipment, or any other machinery in the Leased Premises or carry on any mechanical business thereon. Tenant shall not operate any device which may emanate electrical waves which will impair radio or television broadcasting or reception from or in the Building.

4.3 Except as necessary for Tenant's approved signage, Tenant shall not install wires of any kind or type (including, but not limited to, TV and radio antennas) to the outside of the Building and no wires shall be run or installed in any part of the Building without Landlord's prior written consent, which may be withheld by Landlord in its sole and absolute discretion. Such wiring shall be done by the electrician of the Building only, and no outside electrician shall be allowed to do work of this kind unless by the prior written permission of Landlord or its representatives.

4.4 If Tenant desires any signal, communications, alarm or other utility service connection installed or changed, such work will be done at expense of Tenant with the approval and under the direction of Landlord.

4.5 Intentionally deleted.

4.6 All contractors or technicians performing work for Tenant within Leased Premises, Building or parking facilities shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph and computer equipment, cabling electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Building, Leased Premises or parking facilities. None of this work shall be done by Tenant without Landlord's prior written approval, which shall not be unreasonably withheld.

4.7 If Tenant must dispose of crates, boxes, etc., which will not fit into office wastepaper baskets, it will be the responsibility of Tenant to dispose of same. In no event shall Tenant set such items in the public hallways or other areas of Building or parking facilities, excepting Tenant's own Leased Premises, for disposal.

4.8 Tenant will be responsible for any damage to the Leased Premises, other than normal wear and tear, including carpeting and flooring as a result of rust or corrosion of file cabinets, roller chairs, metal objects or spills of any type of liquid.

4.9 If the Leased Premises demised to any Tenant become infested with vermin, as a result of Tenant's acts or omissions, such Tenant, at its sole cost and expense, shall cause its Leased Premises to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord.

4.10 Tenant shall not conduct its business in such manner as to create any nuisance, or interfere with, annoy or disturb any other Tenant in the Building, or Landlord in its operation of the Building or parking facilities. In addition, Tenant shall not allow its officers, agents, employees, patrons, customers, licensees or visitors to conduct themselves in such manner as to create any nuisance or interfere with, annoy or disturb any other tenant in the Building or Landlord in its operation of the Building or commit waste or suffer to permit waste to be

committed in the Leased Premises, Building or Property. No person shall disturb the occupants of the Building by the use of musical systems.

4.11 Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities or any part of appurtenance of the Leased Premises.

4.12 The work of Landlord's janitors or cleaning personnel shall not be hindered by Tenant and such work may be done at any reasonable time.

4.13 No Tenant shall do or permit anything to be done in said Leased Premises or bring or keep anything therein which will in any way increase the rate of fire insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of other Tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the Fire Department, or with any insurance policy upon the Building or any part thereof, or conflict with any of the rules or ordinances of the state or local municipalities in which the Building is located.

4.14 No animals, except seeing-eye dogs, will be allowed in the Building.

4.15 No bicycles, skateboards or similar vehicles will be ridden in the Building, and shall be stored only in designated areas.

4.16 Tenant, its employees, clerks, or servants shall not use the Leased Premises for the purposes of lodging rooms or for any immoral or unlawful purposes.

4.17 Each tenant is required to furnish Landlord with emergency telephone numbers of such tenant's key personnel.

4.18 The security of each leased premises is the responsibility of the tenant thereof, and it shall be the tenant's responsibility to contact the police.

4.19 All tenants must comply with local governmental recycling requirements.

4.20 No auctions, fire, bankruptcy or going out of business sales or events are permitted on the Property, without the prior written consent of Landlord which may be withheld by Landlord in its sole and absolute discretion.

4.21 The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substances of any kind shall be deposited therein, and the expense of any breakage, stoppage, damage or destruction resulting from a violation of this provision shall be borne by the tenant or whose employees, agents, licensees, guests, invitees or customers shall have caused it.

4.22 The Landlord reserves the right to make such other and further reasonable Rules and Regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the Leased Premises, Building and Property, and for the preservation of good order therein.

**EXHIBIT "F"**

**MEMORANDUM OF ACCEPTANCE OF LEASED PREMISES**

This MEMORANDUM OF ACCEPTANCE OF THE LEASED PREMISES is an addendum to that certain Commercial Lease executed on the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **TSLF CHURCH STREET EXCHANGE, LLC**, a Delaware limited liability company, as Landlord, and **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, as Tenant.

Tenant acknowledges and agrees that:

1. The Leased Premises (as defined in the Lease) are tenantable and accepted by Tenant as suitable for the purpose for which they were let.
2. The Commencement Date of the Lease is November 1, 2017.
3. The expiration date of the Lease is the October 31, 2021.
4. All other terms and conditions of the Lease are ratified and acknowledged to be unchanged.

EXECUTED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

LANDLORD:

**TSLF CHURCH STREET EXCHANGE, LLC**,  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESSES:

TENANT:

**UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_



## **EXHIBIT “G”**

### **BASE RENT SCHEDULE**

1. Base Rent for the Lease Term.

Commencing on the Commencement Date annual Base Rent shall be due and payable in accordance with the terms and conditions of Article 3 of this Lease. The Base Rent to be paid by Tenant to Landlord each and every month during the term of this Lease shall be as follows:

Base Rent for the initial Lease Year (i.e., Commencement Date until September 30, 2018) shall be the sum of Three Hundred Twenty-Six Thousand Five Hundred Ninety-One Dollars (\$326,591.00), and shall be adjusted for each succeeding Lease Year as set forth below, in the coin or currency of the United States of America, payable in advance in equal monthly installments of Twenty-Seven Thousand Two Hundred Fifteen and 92/100 Dollars (\$27,215.92), without deductions and setoffs and without prior demand therefor, on the first day of each calendar month during the Term. Such Base Rent shall commence to accrue and be due and payable on the Commencement Date.

On the first day of each succeeding Lease Year after the initial Lease Year, Tenant shall pay annual Base Rent in the amount equal to the lesser of (i) Base Rent for the previous Lease Year, plus three percent (3.0%) thereof, or (ii) Base Rent adjusted by the increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items, (1982-84 = 100), as published by the Bureau of Labor Statistics of the United States of America (“CPI”), calculated as follows:  $\text{Base Rent for the previous Lease Year} \times (1 + ((\text{CPI as of 30 days prior to the expiration of the previous Lease Year} - \text{CPI as of the first day of the previous Lease Year}) \div \text{CPI as of the first day of the previous Lease Year}))$ . In the event CPI ever becomes unavailable, the parties hereto agree to substitute a similar available index.

2. Sales and Use Tax

During the Lease Term or any extension or renewal thereof, Tenant shall pay to Landlord concurrently with the payment of any and all Rent an additional sum equal to the “sales” or “use” tax levied by the State of Florida by reason of the occupancy of the Leased Premises and the payment of Rent by Tenant.

**EXHIBIT “H”**

**NOTICE OF LIMITATION UPON LIENS**

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, TSLF Church Street Exchange, LLC, a Delaware limited liability, as owner and Landlord, has recorded this Notice in order to comply with the requirements of Fla. Stat. Chapter 713, Section 713.10 thereof. All of the leases to be entered by the undersigned, as Landlord, for the rental of the Leased Premises on the parcel of land described herein shall include the provision set forth hereinbelow prohibiting liability of the interest of the Landlord, which shall not be subject to liens for improvements made upon the property described by a lessee or Tenant.

(a) Name of Landlord

TSLF Church Street Exchange, LLC  
c/o Tremont Realty Capital  
255 Washington Street, Suite 300  
Newton, MA 02458  
Attn: Steven Skelley

(b) Legal Description of Land to which Notice Applies

See Attached Exhibit “A”

(c) All leases to be entered by Landlord for the subject land shall contain the following provision:

“Tenant shall have no authority or power, express or implied, to create or cause any mechanic’s or materialmen’s lien, charge or encumbrance of any kind against the Leased Premises, the Property or any portion thereof and the interest of the Landlord shall not be subject to liens for improvements made by the Tenant. Tenant acknowledges that it has been advised by Landlord that Landlord has recorded a Notice of Limitation Upon Liens in the public records for the purpose of giving constructive notice of this provision. Tenant shall promptly cause any such liens that have arisen by reason of any work claimed to have been undertaken by or through Tenant to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and shall to the extent expressly permitted by Florida Statutes, indemnify Landlord against losses arising out of any such claim.”

IN WITNESS WHEREOF, the Owner/Landlord has executed this Notice this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

LANDLORD:

**TSLF CHURCH STREET EXCHANGE, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as Managing Member of TSLF Church Street Exchange, LLC, a Delaware limited liability company, on behalf of the limited liability company, who [ ] is personally known to me or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Printed Name  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "T"**

**LEASE SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE  
AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 between \_\_\_\_\_, having an address at \_\_\_\_\_ ("Lender"), **TSLF CHURCH STREET EXCHANGE, LLC**, a Delaware limited liability company, having an address at 255 Washington Street, Suite 300, Newton, Massachusetts 02458 ("Landlord") and **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, having an office at 4365 Andromeda Loop North, Suite 328, Orlando, Florida 32816 ("Tenant").

WHEREAS, Lender has made a loan (the "Loan") to Landlord evidenced by a note (the "Note" which term shall also include all modifications, extensions, renewals, refinancings, amendments, substitutions and consolidations thereof hereafter executed) secured by that certain Mortgage dated \_\_\_\_\_, 20\_\_ and recorded among the Official Records of Orange County, Florida, in Official Records Book \_\_\_\_\_ at page \_\_\_\_\_ (the "Mortgage," which term shall also include all modifications, extensions, renewals, refinancings, amendments, substitutions and consolidations thereof hereafter executed).

WHEREAS, Landlord and Tenant have entered into a certain lease dated \_\_\_\_\_, 2017, which lease provides for the direct payment of rents from Tenant to Landlord for the use and occupancy of 17,189 rentable square feet of space on the ground floor at The Church Street Exchange located at 101 South Garland Ave, 2nd Floor, Orlando, Florida 32801 (the "Premises") by Tenant, as more fully set forth in the lease (hereafter, the lease and all future amendments and modification thereto, and extensions thereof, shall be referred to as the "Lease"); and

WHEREAS, Lender wishes to obtain from Tenant certain assurances that Tenant will attorn to the purchaser at a foreclosure sale in the event of a foreclosure or to the holder of the Note and Mortgage in the event of such holder's exercise of its rights under the Note and Mortgage and Lender and Tenant wish to confirm that Tenant's Lease is and shall be hereafter subordinate in all respects to the Mortgage; and

NOW, THEREFORE, in consideration of the above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender, Landlord and Tenant desire to enter into this Agreement upon the terms, covenants and conditions contained herein.

1. Subordination and Attornment. The Lease and all of the rights of Tenant thereunder shall be and are hereby declared to be and at all times hereafter shall be and remain subject and subordinate in all respects to the Mortgage and to all renewals, modifications, supplements, amendments, consolidations, replacements, substitutions, additions and extensions thereof and all of the rights of the Lender thereunder and to any subsequent Deeds of Trust with which the Mortgage may be spread or consolidated. Notwithstanding such subordination, Landlord and Tenant each hereby agree that the Lease shall not terminate in the event of a foreclosure of the Mortgage, whether judicial or non-judicial or any other proceedings brought to enforce the Mortgage or by deed in lieu of foreclosure of the Mortgage, or by deed in lieu of

foreclosure and Tenant further agrees to attorn to and to recognize Lender (as mortgagee in possession or otherwise), or the purchaser at such foreclosure sale, as Tenant's landlord for the balance of the term of the Lease, in accordance with the terms and provisions thereof and Tenant shall promptly execute and deliver any instrument that Lender or any other party acquiring the Premises or so succeeding to Landlord's rights (the "Successor Landlord") may reasonably request in writing to further evidence said attornment, but subject, nevertheless, to the provisions of this Agreement, which Agreement shall be controlling in the event of any conflict.

2. The attornment provided for in Section 1 of this Agreement shall inure to the benefit of Lender or any Successor Landlord, shall be self-operative, and no further instrument shall be required to give effect to such attornment. Tenant, however, upon demand of Lender or any Successor Landlord, as the case may be, agrees to execute, from time to time, instruments in confirmation of such attornment. Nothing contained in this Section 2 shall be construed to impair any right otherwise exercisable by Lender or any such Successor Landlord.

3. Estoppel. Tenant hereby agrees that the Lease is in full force and effect, that as of the date hereof there are no known defaults by Landlord, that all conditions to the effectiveness or continuing effectiveness of the Lease required to be satisfied as of the date hereof have been satisfied, that the Lease has not been modified or amended and that the Lease is a complete statement of the agreement of Tenant and Landlord with respect to the Premises.

4. Default; Cure.

(a) Tenant, from and after the date hereof, shall send a copy of any notice of default or notice in connection with the commencement of any action to terminate the Lease or similar notice under the Lease to Lender at the same time such notice is sent to Landlord under the Lease and agrees that notwithstanding any provisions of the Lease to the contrary, such notice shall not be effective unless Lender shall have been delivered such notice in accordance with Section 11 hereof and shall have failed to cure such default as hereinafter provided.

(b) Lender shall have the right, but not the obligation, to cure any default on the part of the Landlord within thirty (30) calendar days after the date of Lender's receipt of a notice of Landlord's default given by Tenant; provided however, in the event the default is of a nature that cannot be cured within such thirty (30) day period, if Lender is proceeding in good faith and with commercially reasonable diligence to cure such default, such thirty (30) day period shall be extended for a reasonable number of days required to complete such cure, including any period of time required to obtain possession of the Premises through foreclosure or other legal process.

5. No change, in the terms, covenants, conditions and agreements of the Lease which reduce the rent or shorten the term shall be binding on Lender unless such change shall have been expressly approved in writing by Lender.

6. Anything herein or in the Lease to the contrary notwithstanding, in the event that Lender or any Successor Landlord shall acquire title to the Premises, Lender or any Successor Landlord shall have no obligation, nor shall Lender or any Successor Landlord incur any liability, beyond Lender's or any Successor Landlord's then interest, if any, in the Premises and

Tenant shall look exclusively to such interest of Lender or any Successor Landlord, if any, in the Premises, including any rents and sales, insurance and condemnation proceeds therefrom, for the payment and discharge of any obligations imposed upon Lender or any Successor Landlord hereunder or under the Lease; and, Lender or any Successor Landlord is hereby released and relieved of any other liability hereunder and under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Lender or any Successor Landlord, Tenant shall look solely to the estate or interest owned by Lender or any Successor Landlord in the Premises, including any rents and sales, insurance and condemnation proceeds therefrom, and Tenant will not collect or attempt to collect any such judgment (a) from any officer, director, shareholder, employee, agent or representative of Lender or any Successor Landlord or (b) out of any assets of Lender or any Successor Landlord other than Lender's or any Successor Landlord's estate or interest in the Premises.

7. Non-Disturbance.

(a) So long as there is no Event or Default (as derived in the Lease) by Tenant under the Lease, then Lender agrees with Tenant that in the event the interest of Landlord is acquired by Lender, or Lender acquires title to the Property or comes into possession of said Property by reason of foreclosure or enforcement of the Mortgage or the Note, or by a conveyance in lieu thereof, or by any other means, Tenant's possession of the Premises and Tenant's rights, privileges and obligations under the Lease (as modified by this Agreement) shall not be disturbed, diminished or interfered with by Lender or any party claiming through Lender during the term of the Lease, including any extensions thereof permitted to Tenant, and the Lease shall continue in full force and effect and shall not be terminated except in accordance with the terms of the Lease.

(b) Immediately upon the acquisition by Lender of possession or title to the Property by reason of foreclosure or enforcement of the Mortgage or the Note, or by a conveyance in lieu thereof, or as a result of any other means, Tenant agrees to be bound to Lender under all of the terms, covenants and conditions of the Lease (as modified by this Agreement) for the balance of the term thereof, including any extensions thereof permitted to Tenant, with the same force and effect as if Lender were that landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto.

(c) Lender further agrees that if it or any Successor Landlord obtains possession or title to the Property during the Lease term, such party shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and Tenant shall, from and after the occurrence of the events set forth above, have the same remedies that Tenant might have had under the lease against Landlord; *provided*, however, that such party shall not be: (a) liable for any previous act or omission of Landlord or any prior landlord occurring prior to Lender obtaining possession or title to the Property, except as to continuing defaults which remain uncured as of the date of transfer of possession, (b) subject to any offsets, defenses, claims or counterclaims that Tenant may have against Landlord or against any prior landlord which arise prior to the date Lender obtains possession or title to the Property, (c) bound by any prepayment of more than one (1) month's rent or other charges under the Lease, unless such prepayment shall have been expressly approved in writing by Lender, (d) bound by any amendment,

modification, extension (unless pursuant to the terms of the Lease), termination, cancellation or surrender of the Lease unless approved in writing by Lender (provided, however, if Lender fails to provide such approval within fifteen (15) days after the receipt of the same, such failure shall constitute approval by Lender), or (e) obligated to perform any work or to make improvements to the Premises, except as to Landlord's normal maintenance obligations set forth in the Lease.

8. Landlord and Tenant hereby jointly and severally agree for the benefit and reliance of Lender, as follows:

(a) That neither this Agreement, nor anything to the contrary in the Lease or in any modifications or amendments thereto shall, prior to Lender's acquisition of Landlord's interest in and possession of the Premises, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises upon Lender, or impose responsibility for the carrying out by Lender of any of the covenants, terms or conditions of the Lease or of any modification or amendment specified herein or hereafter consented to by Lender, nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Premises by any party whomsoever, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss, injury or death to Tenant or any licensee, invitee, guest, employee or agent. Notwithstanding anything to the contrary in the Lease, Lender, its successors and assigns or a purchaser under the terms of the Mortgage, shall only be responsible for the performance of the covenants and obligations of the Lease when and to the extent set forth in Section 7 hereof.

(b) That in the event Lender gains title to the Premises, Lender may assign its interest without the consent of, or assumption of any liability to Landlord or Tenant.

9. Tenant acknowledges that it has notice that Landlord's interest under the Lease and the rent and all other sums due thereunder have been assigned to Lender pursuant to the Mortgage as part of the security for the obligations secured by the Mortgage. In the event that Lender notifies Tenant in writing of a default under the Mortgage and demands in writing that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant agrees that it shall pay its rent and all other sums due under the Lease to Lender. Landlord hereby agrees that Tenant shall not be liable in any respect for any damages incurred by Landlord as a result of Tenant's compliance with the provisions of this Section 9.

10. Obligations of Succeeding Owner. Tenant hereby agrees that any entity or person which at any time hereafter becomes the Landlord under the Lease, including, without limitation, Lender, as a result of Lender's exercise of its rights under the Mortgage, or a purchaser from Lender, shall be liable only for the performance of the obligations of the Landlord under the Lease which arise and accrue during the period of such entity's or person's ownership of the Property.

11. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing, be personally delivered by hand or delivered overnight by a nationally recognized air carrier or shall be sent postage prepaid, by certified mail, return receipt requested. Rejection or other refusal to accept or inability to deliver because of changed address of which

no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice if given to Tenant shall be addressed as follows:

\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

If given to Landlord, notices shall be addressed as follows:

TSLF Church Street Exchange  
C/O Tremont Realty Capital  
255 Washington Street, Suite 300  
Newton, MA 02458

With a copy to:

If given to Lender, notices shall be addressed as follows:

With a copy to:

Any notice given hereunder shall be deemed to be given on the earlier to occur of (i) the day of receipt (as evidenced by a receipt signed by the intended recipient or the refusal to accept delivery by the intended recipient) or (ii) three (3) business days after delivery to the courier company. As used in this paragraph, the term “business days” shall mean all days except Saturdays, Sundays, and the days observed as public holidays in Orlando, Florida. Any party entitled to receive notice hereunder may designate any other address to the parties hereto in a writing and delivered in accordance with the provisions of this Section 11.

12. Miscellaneous. This Agreement may not be amended or modified in any manner other than by an agreement in writing, executed by the parties hereto or their respective successors in interest, and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words “foreclosure” and “foreclosure sale” as used herein shall be deemed to include the acquisition of Landlord’s estate in the Property by any power of sale contained in the Mortgage, or by voluntary deed, assignment or the conveyance or transfer in lieu of foreclosure; and the word “Lender” shall include the Lender herein specifically named and any of its successors and assigns, including



anyone who shall have succeeded to Landlord's interest in the Property or acquired possession thereof by, through or under foreclosure of the Mortgage, or by any other manner or enforcement of the Mortgage, or the Note or other obligation secured thereby.

13. Conflicts with Lease. This Agreement shall supersede, as between Tenant and Lender, all of the terms and provisions of the Lease which are inconsistent with this Agreement, but shall not affect obligations or liabilities of Landlord, as landlord, under the Lease.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

15. Governing Law; Venue. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed by their duly authorized representatives as of the date first above written.

TENANT:

**UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, as \_\_\_\_\_ of **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, on behalf the \_\_\_\_\_, who [ ] is personally known to me or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

LENDER:

a Delaware limited liability company

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Delaware limited liability company, on behalf of the limited liability company, who is [ ] personally known to me or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

LANDLORD:

**TSLF CHURCH STREET EXCHANGE, LLC**  
a Delaware limited liability company

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

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as Managing Member of TSLF Church Street Exchange, LLC, a Delaware limited liability company, on behalf the limited liability company, who [ ] is personally known to me or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Printed Name

My Commission Expires:\_\_\_\_\_

**EXHIBIT “J”**

**LEASE RATIFICATION AGREEMENT AND ESTOPPEL CERTIFICATE**

To: TSLF Church Street Exchange, LLC (the “Purchaser”)  
c/o Tremont Realty Capital  
255 Washington Street, Suite 300  
Newton, MA 02458

\_\_\_\_ (“Lender”)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Lease of The Church Street Exchange (the “Premises”) comprising approximately \_\_\_\_\_ square feet, (First Floor) at the property located at 101 South Garland Ave, First Floor, Orlando, Florida 32801 (the “Property”)

The undersigned tenant (the “Tenant”) hereby certifies to Purchaser and Lender, and their respective affiliates, successors, transferees and assigns, as follows:

- 1) Tenant is obligated under the terms of an executed lease (the “Lease”) dated \_\_\_\_\_, 2017 for certain Leased Premises at the Property. The Lease has not been cancelled, modified, assigned, extended or amended; and there are no other agreements, written or oral, relating to Tenant’s lease of the Premises.
- 2) Tenant expects to take possession of the Premises on and pursuant to the Lease will commence regular payment of rent on the Commencement Date. Base rent is payable in the amount of \$\_\_\_\_\_ per month, plus tenant electric, and Additional Rent is will be payable as of the Commencement Date in a to-be-determined amount per month.
- 3) Base rent, common area charges, rent escalations, additional rent and tenant electric under the Lease are not yet due and payable. No rent or other sum payable under the Lease has been paid more than one (1) month in advance.
- 4) The Lease terminates on September 30, 2021 and Tenant has no provisions for renewal or extension options of any type in the Lease or in any other instrument referred to in paragraph 1 above.
- 5) All work to be performed for Tenant under the Lease has been performed as required under the Lease and has been accepted by Tenant, except any Landlord’s Work as defined in the Lease, [and all allowances to be paid to Tenant, for tenant improvements or any other items, have been paid in full].
- 6) The Lease is in full force and effect and is free from default and from any event which could become a default. Tenant has no claims against the landlord or offsets or defenses against rent, and Tenant has no disputes with the landlord.

- 7) Tenant has not assigned the Lease or sublet any part of the Premises and does not hold the Premises under an assignment or sublease, except: N/A
- 8) Tenant has no options to terminate the Lease or surrender the space back to the Landlord and has no rights or options to purchase all or any part of the Premises or the Property. Tenant has the following expansion rights or options, including rights of first refusal and rights of first offer, for any space at the Property:  
\_\_\_\_\_
- 9) Tenant is not insolvent or bankrupt and is not contemplating seeking relief under any insolvency or bankruptcy statutes. There are no actions, whether voluntary or involuntary, pending against Tenant under any insolvency, bankruptcy or other debtor relief laws of the United States or any state thereof, or any other jurisdiction.
- 10) Tenant has not received written notice of any violations or potential violations of any laws or regulations with respect to the Premises or its use of the Premises which remain uncured as of the date hereof.
- 11) The address set forth in the Lease for sending notices to Tenant under the Lease is still applicable and correct.

The undersigned has executed this Estoppel Certificate with the knowledge and understanding that (i) Purchaser, Lender and their respective affiliates, successors, transferees and assigns, shall be entitled to rely on this Estoppel Certificate, (ii) that Purchaser will be acquiring the Property in reliance on this Estoppel Certificate, (iii) that Lender will be loaning money in reliance on this Estoppel Certificate and (iv) that the undersigned will be bound by this Estoppel Certificate. The statements contained herein may be relied upon by Purchaser, Lender and their respective affiliates, successors, transferees and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tenant:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “K”**

**SCHEDULE OF EXCLUSIVE USE RIGHTS**

The following is a summary of the business operations or activities that have been granted some degrees of exclusivity or which Landlord has agreed to prohibit and from which Tenant is prohibited from engaging in on the Leased Premises.

1. Operation of a retail hair salon offering spray tans, teeth whitening, and nail treatments.
2. Operation of a software service provider for employer human resources with services such as payroll, benefits administration, healthcare exchanges and decision support.

**EXHIBIT “L”**

**SIGN CRITERIA**

No signs of any type or description shall be erected, placed or painted in or about the Leased Premises or the Property without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and absolute discretion. In the event Landlord consents to any such signage, all signs must comply with all state, city, local and any other governmental requirements.



**ITEM: FF-2**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Five-year Capital Improvement Plan Revised

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the revised capital improvement plan for 2018-19 through 2022-23.

**BACKGROUND INFORMATION**

The university must submit a revised capital improvement plan to the Board of Governors. The revised plan includes the Rosen Educational Facility in the three-year Public Education Capital Outlay list. This project was originally funded 100 percent from donations, but could now be funded from 50 percent PECO and 50 percent donations. The Research Building I funding was originally requested over three fiscal years. We are now requesting the entire PECO allocation in 2018-19.

The revised attached schedule includes projects that are proposed for inclusion in the five-year capital improvement plan.

We request approval to submit to the Board of Governors the revised 2018-19 Capital Improvement Plan with the projects listed in the attached schedule.

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**Supporting documentation:** Attachment A: Revised 2018-19 Capital Improvement List

**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

# Board of Trustees Meeting - Reports

Attachment: A

UNIVERSITY OF CENTRAL FLORIDA FUTURE PROJECT PROJECTIONS FOR 2018-23 2018 FIVE-YEAR FIXED CAPITAL IMPROVEMENTS PLAN								
PECO PROJECTS	REVISED 09/20/2017	2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
UTILITIES, INFRASTRUCTURE, CAPITAL RENEWAL, AND ROOFS (P,C)		\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$70,000,000	1
RESEARCH BUILDING I (P,C,E)		\$23,639,773					\$23,639,773	2
ENGINEERING BUILDING I RENOVATION (C,E)		\$17,745,473	\$1,176,311				\$18,921,784	3
COLLEGE OF NURSING AND ALLIED HEALTH (P,C,E) HEALTH SCIENCES CAMPUS		\$8,321,670	\$66,573,360	\$8,321,670			\$83,216,700	4
MATHEMATICAL SCIENCES BUILDING REMODELING AND RENOVATION (C,E)		\$11,970,963	\$890,181				\$12,861,144	5
TREVOR COUBOURN HALL AND COUBOURN DEMOLITION (P,C,E)		\$38,000,000					\$38,000,000	6
JOHN C. HITT LIBRARY RENOVATION PHASE II (P,C,E)		\$2,411,142	\$34,735,896	\$4,121,208			\$41,268,246	7
ARTS COMPLEX PHASE I (PERFORMANCE) (P,C,E)		\$3,060,000	\$27,172,800	\$3,060,000			\$33,292,800	8
ROSEN EDUCATIONAL FACILITY (P,C,E)			\$6,500,000				\$6,500,000	9
CHEMISTRY RENOVATION (P,C,E)			\$700,241	\$12,731,680	\$700,241		\$14,132,162	10
FLORIDA SOLAR ENERGY CENTER RENOVATION (P,C,E)			\$11,322,000				\$11,322,000	11
INFRASTRUCTURE CHILLED WATER REPLACEMENT (P,C)			\$5,100,000	\$10,200,000	\$7,401,120		\$22,701,120	12
RESEARCH BUILDING II (P,C,E)			\$6,859,773	\$54,878,187	\$6,859,773		\$68,597,733	13
VISUAL ARTS RENOVATION AND EXPANSION (P,C,E)			\$3,891,362	\$31,130,899	\$3,891,362		\$38,913,623	14
WASTEWATER, WATER, NATURAL GAS REPLACEMENT (P,C)			\$7,140,000	\$10,200,000	\$12,780,600		\$30,120,600	15
MILLICAN HALL RENOVATION (P,C,E)			\$1,472,991	\$11,783,935	\$1,472,991		\$14,729,917	16
BUSINESS ADMINISTRATION RENOVATION (P,C,E)			\$640,779	\$12,291,313	\$640,779		\$13,572,871	17
FACILITIES & SAFETY COMPLEX RENOVATION (P,C,E)			\$6,287,805				\$6,287,805	18
RESEARCH BUILDING III (P,C,E)			\$7,483,389	\$59,867,113	\$7,483,389		\$74,833,891	19
MULTI-PURPOSE RESEARCH AND EDUCATION BUILDING (P,C,E)			\$3,604,940	\$28,839,551	\$3,604,940		\$36,049,431	20
UCF DOWNTOWN CAMPUS BUILDING II (P,C,E)			\$87,991,555				\$87,991,555	21
TOTAL		\$119,149,021	\$168,170,789	\$177,807,152	\$231,092,359	\$50,733,834	\$746,953,155	
CITF PROJECT REQUESTS								
		2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
JOHN C. HITT LIBRARY RENOVATION PHASE II (P,C,E)		\$41,268,246					\$41,268,246	1
CREATIVE SCHOOL FOR CHILDREN (P,C,E)			\$6,000,000				\$6,000,000	2
TOTAL		\$41,268,246	\$6,000,000	\$0	\$0	\$0	\$47,268,246	
REQUESTS FROM OTHER STATE SOURCES								
		2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
RESEARCH BUILDING I (P,C,E)		\$3,353,680	\$17,264,759	\$3,021,334			\$23,639,773	1
ARA RESEARCH BUILDING		\$27,540,000					\$27,540,000	2
CAMPUS ENTRYWAYS PHASE I (P,C,E)		\$2,153,996					\$2,153,996	3
CAMPUS ENTRYWAYS PHASE II (P,C,E)			\$5,015,978				\$5,015,978	4
WELCOME CENTER EXPANSION (P,C,E)			\$8,768,771				\$8,768,771	5
CIVIL AND ENVIRONMENTAL ENGINEERING (P,C,E)			\$1,535,637	\$22,937,137	\$1,535,637		\$26,008,411	6
HOWARD PHILLIPS HALL RENOVATION (P,C,E)			\$9,165,322				\$9,165,322	7
BIOLOGICAL SCIENCES RENOVATION (P,C,E)			\$10,189,800				\$10,189,800	8
FERRELL COMMONS (E AND G SPACE) RENOVATION (P,C,E)			\$7,253,771				\$7,253,771	9
TRANSGENIC ANIMAL FACILITY (P,C)			\$2,010,000				\$2,010,000	10
CAMERA ACCESS CONTROL (P,C)			\$13,219,200				\$13,219,200	11
ARTS COMPLEX PHASE II (PERFORMANCE) (P,C,E)				\$3,855,522	\$30,844,179	\$3,855,522	\$38,555,223	12
CLASSROOM BUILDING III (P,C,E)				\$3,052,049	\$25,290,675	\$3,052,049	\$29,394,773	13
FACILITIES AND SAFETY BUILDING AT HEALTH SCIENCES CAMPUS (P,C,E)				\$7,630,122			\$7,630,122	14
RECYCLING CENTER (P,C)				\$2,924,880	\$23,399,042	\$2,924,880	\$29,248,802	15
HUMANITIES AND FINE ARTS II (P,C,E)				\$3,525,566	\$21,695,783	\$3,525,566	\$28,746,915	16
SOCIAL SCIENCES FACILITY (P,C,E)				\$3,052,049	\$24,416,391	\$3,052,049	\$30,520,489	17
UCF HEALTH EXPANSION AND WELLNESS CENTER (P,C,E)				\$1,271,687	\$10,173,496	\$1,271,687	\$12,716,870	18
COASTAL BIOLOGY STATION (P,C,E)				\$6,358,435			\$6,358,435	19
UCF DOWNTOWN CAMPUS BUILDING II (P,C,E)				\$87,991,555			\$87,991,555	20
TECHNOLOGY COMMONS II RENOVATION (P,C,E)					\$3,781,674		\$3,781,674	21
COLLEGE OF SCIENCES BUILDING RENOVATION (P,C,E)					\$4,091,598		\$4,091,598	22
SIMULATION AND TRAINING BUILDING (P,C)					\$3,014,325	\$23,412,234	\$26,426,559	23
BUSINESS ADMINISTRATION III BUILDING (P,C)					\$2,015,023	\$15,650,667	\$17,665,690	24
EDUCATION BUILDING II (P,C)					\$2,428,390	\$18,361,845	\$20,790,235	25
BAND BUILDING II INFRASTRUCTURE (P,C)					\$578,675	\$3,561,078	\$4,139,753	26
ARTS COMPLEX III (P,C)					\$1,889,327	\$15,995,013	\$15,884,340	27
RESEARCH BUILDING IV (P,C)					\$2,927,203	\$25,291,037	\$28,218,240	28
THEATRE BUILDING RENOVATION (P,C,E)						\$4,338,335	\$4,338,335	29
SUSTAINABILITY CENTER (P,C,E)						\$6,358,435	\$6,358,435	30
WET TEACHING LAB AND EXPANDED STEM FACILITY (P)						\$16,143,188	\$16,143,188	31
UTILITY INFRASTRUCTURE AND SITE WORK CLINICAL FACILITIES HEALTH SCIENCES CAMPUS (P,C)						\$13,230,632	\$13,230,632	32
TOTAL		\$33,047,676	\$74,423,238	\$145,620,336	\$156,081,415	\$158,024,217	\$567,196,882	
REQUESTS FROM NON-STATE SOURCES, INCLUDING DEBT								
		2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
DOWNTOWN WELCOME CENTER (P,C,E)		\$3,060,000					\$3,060,000	
UCF SOLAR FARM (P,C,E)		\$15,300,000					\$15,300,000	
INSTITUTE FOR HOSPITALITY IN HEALTHCARE (P,C,E) HEALTH SCIENCES CAMPUS		\$15,300,000					\$15,300,000	
UCF DOWNTOWN CAMPUS GARAGE II (P,C,E)		\$16,983,000					\$16,983,000	
SPECIAL PURPOSE HOUSING AND PARKING GARAGE (P,C,E)		\$30,569,400					\$30,569,400	
SPECIAL PURPOSE HOUSING II (P,C,E)		\$9,782,208					\$9,782,208	
PARKING DECKS (P,C,E)		\$20,787,192					\$20,787,192	
GRADUATE HOUSING (P,C,E)		\$61,138,800					\$61,138,800	
STUDENT HOUSING (P,C,E)		\$61,138,800					\$61,138,800	
PARTNERSHIP GARAGE (P,C,E)		\$8,559,432					\$8,559,432	
BASEBALL STADIUM EXPANSION PHASE II (P,C,E)		\$3,396,600					\$3,396,600	
GARVY CENTER FOR STUDENT-ATHLETE NUTRITION		\$1,850,000					\$1,850,000	
BASEBALL CLUBHOUSE EXPANSION AND RENOVATION (P,C,E)		\$1,132,200					\$1,132,200	
FOOTBALL BUILDING (P,C,E)		\$16,685,798					\$16,685,798	
GOLF TRAINING FACILITY (P,C,E)		\$2,000,000					\$2,000,000	
SPECTRUM STADIUM RUST REMEDIATION (P,C,E)		\$8,825,000					\$8,825,000	
VENUE HVAC (P,C)		\$2,800,000					\$2,800,000	
VENUE EXPANSION AND RENOVATION (P,C)		\$8,000,000					\$8,000,000	
PARKING DECK (P,C,E)		\$5,661,000					\$5,661,000	
MULTI-PURPOSE MEDICAL RESEARCH AND INCUBATOR FACILITY (P,C,E)		\$139,635,343					\$139,635,343	
OUTPATIENT CENTER (P,C,E) LAKE NONA		\$91,708,200					\$91,708,200	
CAMPUS ENTRYWAYS PHASE I (P,C,E)		\$2,153,996					\$2,153,996	
ROSEN EDUCATIONAL FACILITY (P,C,E)			\$6,500,000				\$6,500,000	
CREATIVE SCHOOL FOR CHILDREN			\$6,000,000				\$6,000,000	
CAMPUS ENTRYWAYS PHASE II (P,C,E)			\$5,015,978				\$5,015,978	
CIVIL AND ENVIRONMENTAL ENGINEERING (P,C,E)			\$1,535,637	\$22,937,137	\$1,535,637		\$26,008,411	
HEALTH SCIENCES CAMPUS PARKING GARAGE I (P,C,E)			\$16,983,000				\$16,983,000	
BIO-MEDICAL ANNEX RENOVATION AND EXPANSION (P,C,E)				\$14,492,160			\$14,492,160	
FACILITIES AND SAFETY BUILDING AT HEALTH SCIENCES CAMPUS (P,C,E)				\$7,630,122			\$7,630,122	
PARKING GARAGE VII (P,C,E)				\$25,433,741			\$25,433,741	
COASTAL BIOLOGY STATION (P,C,E)				\$6,358,435			\$6,358,435	
UCF DOWNTOWN CAMPUS BUILDING II (P,C,E)				\$87,991,555			\$87,991,555	
UCF HEALTH EXPANSION AND WELLNESS CENTER (P,C,E)				\$1,271,687	\$10,173,496	\$1,271,687	\$12,716,870	
DENTAL SCHOOL (P,C,E) HEALTH SCIENCES CAMPUS					\$73,000,000		\$73,000,000	
SUSTAINABILITY CENTER (P,C,E)						\$6,358,435	\$6,358,435	
WET TEACHING LAB AND EXPANDED STEM FACILITY (P,C,E)						\$16,143,188	\$16,143,188	
UTILITY INFRASTRUCTURE AND SITE WORK CLINICAL FACILITIES HEALTH SCIENCES CAMPUS						\$13,230,632	\$13,230,632	
SPECTRUM STADIUM EXPANSION AND IMPROVEMENTS PHASE I (P,C,E)						\$16,416,900	\$16,416,900	
SPECTRUM STADIUM EXPANSION AND IMPROVEMENTS PHASE II (P,C,E)						\$44,905,316	\$44,905,316	
TOTAL		\$526,464,969	\$36,034,615	\$166,114,837	\$84,709,133	\$98,326,158	\$911,649,712	
GRAND TOTAL		\$719,929,912	\$284,626,642	\$489,542,325	\$471,882,907	\$307,084,209	\$2,273,067,995	

Projects to be programmed

Projects with approved building programs

Remodeling denotes change in space usage.

Renovation denotes no change in space usage.

**ITEM: NG-1**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: Board Policy on Delegation of Authority to the President**

**DATE: October 26, 2017**

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**PROPOSED BOARD ACTION**

Adopt a board policy detailing delegation of authority to the president of the University of Central Florida.

**BACKGROUND INFORMATION**

Article IX, Section 7 of the Florida Constitution provides that the Board of Governors shall establish the powers and duties of the university boards of trustees. Board of Governors Regulation 1.001 delegates those powers and duties to the boards of trustees. The Board of Trustees may further delegate certain powers and duties to the President. This policy outlines the authority delegated to the president, as well as specifying the items that require specific approval of the board of trustees or consultation with the chair of the Board of Trustees.

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**Supporting documentation:** Attachment A: UCF Board of Trustees Policy Delegation of Authority to the President

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

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

**UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES  
POLICY**

**Delegation of Authority to the President**

**POLICY STATEMENT**

Article IX, Section 7 of the Florida Constitution provides that the Board of Governors shall establish the powers and duties of the university boards of trustees. Board of Governors Regulation 1.001, copy attached as Exhibit A, delegates those powers and duties to the boards of trustees.

The Board of Trustees desires to further delegate certain of its powers and duties to the President as more particularly described below. Any power or duty delegated by the Board to the President may be rescinded at any time by majority vote of the Board. Except as otherwise provided herein, the President may further delegate his or her powers and duties to employees of the University in accordance with the University's Policy on Delegation of Authority.

**DEFINITIONS**

Affiliated Entities: Direct support organizations, practice plan corporations, or self-insurance trust funds of the University of Central Florida.

Board: UCF Board of Trustees

BOG: Florida Board of Governors

President: President of UCF

UCF or University: University of Central Florida

**PROCEDURES:**

Except as provided herein, the Board delegates to the President all usual and customary powers of a President to administer the day to day operations of the University. This includes the powers and duties described in Board of Governors Regulation 1.001 and those reasonably implied therefrom, which are not required to be directly performed by the Board.

**The President's authority also includes the following:**

1. Propose regulations for approval by the Board.
2. Govern Traffic on the grounds of the University.
3. Close and/or suspend operations of the campus as deemed necessary.
4. Set the agenda for Board meetings in consultation with the Chair of the Board.
5. Establish the University calendar.
6. Administer the personnel program subject to Board and BOG policies and regulations.
7. Administer University travel in accordance with Section 112.061, Florida Statutes.
8. Administer the collective bargaining process.
9. Administer the financial activities of the university including proposing university budgets and managing university revenues and expenditures.
10. Administer the purchasing and construction programs and act as custodian for university property.
11. Execute contracts on behalf of the Board.
12. Oversee the research activities of the University, including managing the intellectual property of the university.
13. Oversee the philanthropic activities of the University.
14. Perform such other duties related to the above not specifically retained by the Board.

**Items requiring specific approval of the Board:**

1. All duties required to be undertaken directly by the Board pursuant to BOG Regulation 1.001.
2. Financial commitment, obligation, or contingent risk of five million dollars or .5% percent of the University budget, whichever amount is smaller.
3. Contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars.
4. Changes requiring SACS substantive-change approval.
5. Acquisition (including gifts), sale, or encumbrance of real property.
6. Matters with potential for significant damage to the reputation of the University.
7. Any material change to the University's investment program.
8. Approval of capital projects valued at two million dollars or more and any material changes to such projects.
9. Borrowing of funds by the University or Affiliated Entities and any changes to the term of existing indebtedness.
10. Public Private Partnerships.
11. Use of University funds for capital improvement projects exceeding two million dollars in construction costs and all changes to such projects that increase project costs by more than 10 percent of the original estimate.
12. Creation, dissolution or amendment of governing documents of Affiliated Entities.
13. Review and confirmation of all appointments by the President to affiliated entities other than President or designee as provided in Section 1004.28 F.S.
14. Adoption of or amendment to the University strategic plan.

15. Annual operating and capital budgets for the University and Affiliated Entities and amendments to any line item of two million dollars or greater that exceeds 10% of the value of such line item.
16. University works plans, accountability plans and all other significant reports required to be submitted to the BOG.
17. Creation or termination of degree programs.
18. Naming of Buildings.
19. Establishment or closure of educational sites.
20. Amendment to University governing documents.
21. Establishment or elimination of Board Committees.
22. Hiring, supervision, termination and annual evaluation of the President.
23. University regulations and Board policies.
24. Annual institutional budget request and changes thereto in an amount greater than the lower of five million dollars or .5% of the budget
25. Adoption of new or changes in existing tuition and fees.
26. Internal and external audits of the University and Affiliated Entities.
27. Campus master plan, capital improvement plans, and amendments thereto.
28. Adoption or amendments to Committee charters.
29. Awarding of Tenure.
30. Collective bargaining agreements and impasse.
31. Conferral of degrees.
32. Transfer of university funds to, from, or among Affiliated Entities.
33. Performance unit plan adoption, amendment and cancellation as well as participation, goals and payments under the performance unit plan.
34. Hiring and firing or reduction of compensation of the Vice President and General Counsel, Chief Compliance Officer, and Chief Audit Executive, who shall report to the Board as well as the President.
35. Selection of Chair and Vice Chair of the Board.
36. All items required by the BOG or Florida Legislature to be approved by the Board.
37. Any additional items required by the Board to be approved by it.

**Items requiring President to consult with the Board Chair before implementation:**

1. Hiring, dismissal (except for Vice President and General Counsel, Chief Compliance officer and Chief Audit Executive) and any annual increase of more than 5% in the compensation of any Vice President or other direct report to the President, the head football coach or the head men's basketball coach. The President and Chair shall review and agree annually on the individuals that are governed by this provision.
2. Initiation, appeal or settlement of lawsuits involving the University or Affiliated Entities other than tort claims handled by the State Division of Risk Management.
3. Any matter which has the potential to create significant political or reputational issues for the University.

4. Employment contract with an employee of the University or an Affiliated Entity with a term greater than one year

INITIATING AUTHORITY

UCF Board of Trustees

**History:** New \_\_\_\_-2017.

Authority: Section 7(c), Art. IX, Fla. Const.; FL BOG Regulation 1.001; FL BOG Delegation Best Practices and Principles.

**ITEM: AUD-1**

**University of Central Florida  
Board of Trustees  
Audit and Compliance Committee**

**SUBJECT:** Compliance and Ethics Program Plan

**DATE:** October 26, 2017

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**PROPOSED COMMITTEE ACTION**

Approval of the Compliance and Ethics Program Plan.

**BACKGROUND INFORMATION**

The Compliance and Ethics Program Plan outlines and documents UCF's Compliance and Ethics Program (Program) and communicates roles and responsibilities in the Program. UCF's Program is reasonably designed to optimize its effectiveness in preventing or detecting noncompliance, unethical behavior, and criminal conduct. The development and approval of the Program plan is a requirement of Board of Governors Regulation 4.003 State University System Compliance and Ethics Programs

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**Supporting documentation:** Attachment A: Compliance and Ethics Program Plan

**Prepared by:** Rhonda L. Bishop, Chief Compliance and Ethics Officer

**Submitted by:** Rhonda L. Bishop, Chief Compliance and Ethics Officer





UNIVERSITY OF CENTRAL FLORIDA

# Compliance and Ethics Program Plan

## Introduction

UCF is committed to conducting research, instruction, business, and all other activities with the highest ethical standards and in compliance with applicable federal, state, and local laws and regulations. This Compliance and Ethics Program Plan (Plan) outlines and documents UCF's Compliance and Ethics Program (Program) and communicates roles and responsibilities in the Program. UCF's Program is reasonably designed to optimize its effectiveness in preventing or detecting noncompliance, unethical behavior, and criminal conduct. The Program is developed consistent with the Code of Ethics for Public Officers and Employees contained in Part III, Chapter 112, Florida Statutes; other applicable codes of ethics; the Federal Sentencing Guidelines Manual, Chapter 8, Part B, Section 2.1 (Appendix A); and as required by the Florida Board of Governors Regulation 4.003 (Appendix B).

## Revisions

The Plan is intended to be a living document capable of keeping pace with the implementation of an effective compliance and ethics program, the university's mission, goals, and strategic initiatives, and the continually evolving regulatory landscape. As required by Board of Governors Regulation 4.003, the Plan and any subsequent changes will be approved by the UCF Board of Trustees and copy of the approved plan shall be provided to the Board of Governors. It is the responsibility of the chief compliance and ethics officer to enact modifications to this document and assure UCF's continued commitment to the highest ethical standards and the adherence to applicable federal, state, and local laws and regulations and university policies and procedures.

## Table of Contents

Elements of an Effective Program	2
Benefits of a Comprehensive Compliance Program	2
Element I – Oversight of Compliance and Ethics and Related Activities	2
Element II – Standards of Conduct, Policies and Procedures	6
Element III – Effective Training and Education	7
Element IV – Effective Lines of Communication	9
Element V – Routine Monitoring, Auditing, and Identification of Risks	11
Element VI – Respond Promptly to Detected Problems and Undertake Corrective Action	13
Element VII – Enforce and Promote Standards through Appropriate Incentives and Disciplinary Guidelines	14
Element VIII – Measure Compliance Program Effectiveness	15
<b>Appendices</b>	17

- A. Federal Sentencing Guidelines Manual, Chapter 8, Section 2.1
- B. Florida Board of Governors Regulation 4.003
- C. UCF Audit and Compliance Committee Charter
- D. University Compliance, Ethics, and Risk Charter
- E. Accountability Matrix
- F. UCF Employee Code of Conduct
- G. UCF Policy 2-001.5 University Policy Development
- H. UCF Policy 2-101.1 University Regulation Development
- I. UCF Policy 2-700 Reporting Misconduct and Protection from Retaliation
- J. UCF Policy 2-800 Fraud Prevention and Detection

- K. UCF Regulation 3.018 Conflict of Interest or Commitment; Outside Activity or Employment
- L. UCF Policy 4-504.2 Reporting a Potential Conflict of Interest or Conflict of Commitment in Research
- M. UCF BOT – UFF Collective Bargaining Agreement, Article 16
- N. Regulation 3.0124 Discipline and Termination for Cause of Non-unit Faculty and A & P Staff Members
- O. Regulation 3.0191 Disciplinary Action – University Support Personnel System

## **Elements of an Effective Compliance Program**

The elements of an effective compliance program are based on Chapter 8 of the Federal Sentencing Guidelines and serve as the foundation for Board of Governors Regulation 4.003. These requirements set forth an effective compliance and ethics program for organizations and require not only promoting compliance with laws, but also advancing a culture of ethical conduct. Federal agencies use these guidelines to determine the effectiveness of a compliance and ethics program, and to determine whether the existence of the program will provide safe harbor in the event of noncompliance.

These elements serve as the basis for UCF's Program and provide the objectives of the Program's work plan submitted annually to our Board of Trustees Audit and Compliance Committee. The Program is focused on projects and activities that will mitigate risks to the resources and reputation of UCF, as well as to the careers and professional reputations of its employees. The Plan is divided into eight elements and includes an overview of the projects and activities that have been developed to meet those requirements.

## **Benefits of a Comprehensive Compliance Program**

In response to the Federal Sentencing Guidelines and calls for increased accountability in public service, UCF took a proactive approach in 2011 to hire a chief compliance and ethics officer who was charged with developing an effective compliance and ethics program. In 2016, the Board of Governors approved Regulation 4.003 that requires all state university system schools to hire a chief compliance and ethics officer and implement a program by November 2018. The benefits of UCF's Program are that it:

- demonstrates appropriate stewardship over the resources entrusted to UCF
- commits the university to a culture of ethics and compliance, and to conducting all activities and business with the utmost integrity
- assures the UCF Board of Trustees, president, and senior leadership that programs are in place to conduct university activities in accordance with federal, state, and local laws and regulations, as well as institutional policies and procedures
- provides a mechanism to monitor performance and strengthen business practices
- mitigates fines or penalties that may be imposed on the university in the event of noncompliance.

## **Element I - Oversight of Compliance and Ethics and Related Activities**

The Federal Sentencing Guidelines require that an organization's governing authority be knowledgeable about the content and operation of the compliance and ethics program and that they exercise reasonable oversight with respect to the implementation and effectiveness of the compliance and ethics program. Board of Governors Regulation 4.003 requires that each Board of Trustees assign responsibility for providing governance oversight of the Program to the committee of the board responsible for audit and compliance.

### **UCF Audit and Compliance Committee**

The Audit and Compliance Committee is appointed by the UCF Board of Trustees and assists the board in discharging its oversight responsibilities. The committee oversees the following for UCF and its direct support organizations:

- internal control structure
- independence and performance of internal and external audits and corrective actions plans
- integrity of information technology infrastructure and data governance
- independence and effectiveness of the compliance and ethics program
- compliance with applicable laws and regulations
- standards for ethical conduct
- risk mitigation
- internal investigation processes.

The full charge and responsibilities of the committee is communicated in the committee's charter (Appendix C). The committee's charter is reviewed annually, updated as appropriate, and discussed with and approved by our Board of Trustees.

### **UCF President**

The university president serves as the chief executive officer of the university and is responsible for the operation of the university. The president must be knowledgeable about the Program and shall exercise oversight with respect to its implementation and effectiveness. In coordination with the Board of Trustees, the president designates a senior-level administrator as the chief compliance and ethics officer and is responsible for ensuring that the chief compliance and ethics officer has the independence and objectivity to perform the responsibilities of the position and has the adequate resources and appropriate authority, and that any imposed restriction or barrier that may impede the function of the chief compliance and ethics officer is removed.

### **Vice Presidents and Senior Leadership**

Vice presidents and members of the senior leadership team are responsible for fostering a culture of ethical conduct and compliance at UCF and for performing their roles in compliance with all applicable federal and state laws and regulations, as well as the policies and procedures of the university. In addition, all vice presidents and senior leadership team members are responsible for ensuring that any compliance programs under their area of supervision have adequate resources and are appropriately positioned to be effective, that the function of the program is not impeded, and that any imposed barriers to an effective Program are removed.

### **Chief Compliance and Ethics Officer**

The chief compliance and ethics officer is assigned the overall responsibility for the compliance and ethics program and is delegated day-to-day operational responsibility. The chief compliance and ethics officer reports functionally to the Audit and Compliance Committee of the Board of

Trustees and administratively to the president and to the vice president and executive chief of staff. The chief compliance and ethics officer and staff members have organizational independence and objectivity to perform their responsibilities and all activities of the office free from influence.

The chief compliance and ethics officer oversees the University Compliance, Ethics, and Risk office and is responsible for developing the Program as required by this Plan. The full responsibilities of the chief compliance and ethics officer and office are detailed in the University Compliance, Ethics, and Risk Charter (Appendix D). The charter is reviewed at least every three years for consistency with applicable Board of Governors and university regulations, professional standards, and best practices. The charter is approved by the Board of Trustees and a copy of the approved charter and any subsequent changes are provided to the Board of Governors.

To ensure the Program is effectively developed, the chief compliance and ethics officer is responsible for the following:

- maintaining a professional staff with sufficient size, knowledge, skills, experience, and professional certifications
- utilizing third-party resources as appropriate to supplement the department's efforts
- performing assessments of the program and making appropriate changes and improvements
- routinely communicating to the Board of Trustees Audit and Compliance Committee and president on the effectiveness of the compliance and ethics program
- developing and updating this plan.

### **University Compliance, Ethics, and Risk Office**

The University Compliance, Ethics, and Risk office led by the chief compliance and ethics officer is charged with implementing and sustaining the Program and the ongoing development of effective policies and procedures, education and training, monitoring, communication, risk assessments, and responding to reported issues. The office partners with responsible university personnel to monitor compliance and ensure appropriate corrective actions when necessary.

**Purpose Statement:** To provide oversight and guidance to university-wide ethics, compliance, and enterprise risk management activities, and foster a culture that embeds these disciplines in all university functions and activities.

### **Compliance and Ethics Advisory Committee**

The Compliance and Ethics Advisory Committee is comprised of subject matter experts who are responsible for compliance in their respective areas, as well as representatives from the Faculty Senate and Staff Council, Office of the Provost, Office of the General Counsel, and University

Audit. The compliance committee advises the chief compliance and ethics officer on the development of a comprehensive compliance and ethics program and the mitigation of compliance and ethical risks at UCF. In addition, the purpose of the committee is to ensure consistent communication and development of compliance and ethics programs across the university and to ensure that the elements of the Plan are implemented at all levels of the institution. The committee members are charged with promoting a culture of ethics, accountability, and compliance at UCF.

### **Compliance Partners**

The key to the Program's success is fostering a culture of ethics, compliance, and accountability that weaves compliance into everyday business processes at UCF. To achieve this goal, the Accountability Matrix (Appendix E) identifies the compliance and ethics requirements, the individuals responsible for those areas, and the vice president accountable for compliance and ethical conduct, as well as for ensuring that those areas are appropriately staffed and supported.

These individuals, referred to as *compliance partners*, play an important role in ensuring that the Program is effectively implemented and that risks are mitigated. Each compliance partner has a dotted line of responsibility to the chief compliance and ethics officer. They are required to report any incidents of noncompliance or unethical conduct, external requests related to compliance and ethics activities, or any imposed restriction or barrier to the effectiveness of their function or the Program to the chief compliance and ethics officer. The compliance partners annually report the effectiveness of compliance and ethics initiatives within their area responsibility to the University Compliance, Ethics, and Risk office.

### **Faculty, Staff, and Students**

The responsibility for compliance with laws, regulations, policies, procedures, and standards of conduct rests with every member of the UCF community. Through this commitment, each of us is preserving the distinguished reputation of the university, as well as the careers, professional reputations, and future of all of the faculty, staff, and students. This expectation is communicated to employees through the UCF Employee Code of Conduct and to students through *The Golden Rule*.

### **Exercise Due Diligence to Avoid Delegation of Authority to Unethical Individuals**

UCF uses reasonable efforts not to include within the university and affiliated organizations individuals whom UCF knew, or should have known through the exercise of due diligence, to have engaged in conduct inconsistent with an effective compliance and ethics program. As part of these efforts, University Compliance, Ethics, and Risk provides guidance on appropriate disciplinary actions related to noncompliance or unethical conduct and recommends the removal of individuals from Program related roles as appropriate.

In addition, background checks serve as an important part of the selection process at UCF. This type of information is collected as a means of promoting a safe environment for students, employees, and the public. UCF requires a background check on all prospective employees as a condition of employment and follows Equal Employment Opportunity Commission guidelines when evaluating information obtained through the background check process.

- Level 1 background checks are performed on final candidates prior to an offer of employment and UCF employs a third party agency. Information collected can include an employment history, education, character, finances, and criminal history. The Level 1 background check collects information from federal criminal, county criminal, national criminal database, Transunion social security trace, driving records, and the National Sex Offender Registry.
- Level 2 background checks are performed on prospective and current employees where required by law or university policy.

## **Element II - Standards of Conduct, Policies and Procedures**

As part of an effective Program, UCF develops expectations for ethical conduct and compliance through several avenues. Codes of conduct, regulations, and policies and procedures set expectations for ethical conduct and compliance. Additionally, University Compliance, Ethics, and Risk serves as a resource for regulation and policy development and assists UCF faculty and staff in identifying and understanding policies applicable to their roles. The following standards, policies and procedures are core to UCF's effective Program:

### **UCF Employee Code of Conduct**

The purpose of the UCF Employee Code of Conduct (Appendix F) is to provide one guiding document that serves to communicate expectations and requirements and provides a resource for employees when faced with questions or ethical dilemmas. Embedded in the code are UCF's ethical standards of honesty and integrity, respect, responsibility and accountability, and stewardship, as well as the five tenets of the UCF Creed. Together they communicate the ethical principles and values of the university. The UCF Employee Code of Conduct is part of UCF's comprehensive compliance and ethics program, supported by the UCF Board of Trustees, the president, and senior leadership. All employees are required to follow the UCF Employee Code of Conduct.

### **UCF Policy 2-001.5 – University Policy Development**

UCF Policy 2-001.5 (Appendix G) establishes how university policy is developed, reviewed, approved, and maintained. The chief compliance and ethics officer administers the policy and provides guidance on the effective development of policies and procedures. The chief compliance and ethics officer also chairs the University Policies and Procedures Committee that is charged with reviewing policies and procedures and providing a recommendation of approval prior to review and approval by the university president. All policies are maintained online in the UCF Policies and Procedures Manual and must be reviewed annually by the responsible authority and every five years by the committee. New and revised policies are communicated to the university community through the policy listserv.



### **UCF Policy 2-101.1 – University Regulation Development**

UCF Policy 2-101.1 (Appendix H) establishes how a university regulation is developed. The policy and process is administered by the vice president and general counsel in compliance with the procedures adopted by the Board of Governors. The Office of the General Counsel maintains the online regulation library and provides communication to the university community on new and revised regulations through the regulation listserv.

### **UCF Policy 2-700 – Reporting Misconduct and Protection from Retaliation**

UCF Policy 2-700 (Appendix I) is administered by the chief compliance and ethics officer and establishes how and where members of the university community, including companies that conduct business with the university, should report concerns. The policy statement includes three main expectations:

1. All members of the UCF community are expected and encouraged to make good faith reports of suspected misconduct.
2. An employee who knowingly makes a false report or provides false information during an investigation may be subject to disciplinary action up to and including termination.
3. Retaliation against anyone who, in good faith, reports misconduct, or who participates in an investigation of misconduct, is strictly prohibited.

The policy covers the avenues for reporting, including within an employee's department, to central offices, to the University Compliance, Ethics, and Risk office, and through the UCF IntegrityLine (anonymous report line). The policy also covers the requirement to report possible fraud to University Audit and the requirements under Florida statute for reporting child abuse, neglect, and abandonment.

### **UCF Policy 2-800 - Fraud Prevention and Detection**

UCF Policy 2-800 (Appendix J) is administered by the Chief Audit Executive and communicates the requirement that suspected fraud, waste, or abuse be reported and investigated by University Audit. It is the policy of UCF to proactively exercise due diligence in the prevention and detection of fraud and objectively and independently investigate any misuse of university resources, as well as any suspected acts of fraud, theft, corruption, waste, or abuse, and to take appropriate disciplinary or legal action.

### **Element III – Effective Training and Education**

The University Compliance, Ethics, and Risk office and compliance partners are responsible for developing and implementing training and education to support ethical conduct and compliance at UCF. University Compliance, Ethics, and Risk collaborates with compliance partners to assist in the development, evaluation, and delivery of training. All UCF employees are provided training to conduct university business with the highest ethical standards and in compliance with applicable laws, regulations, and policies and procedures.

Creating training modules and identifying need-based education is pivotal to the success of the Program. As part of the Program's core training regarding compliance and ethical conduct, University Compliance, Ethics, and Risk developed and provides the following on-line and in-person training to employees:

***Employee Code of Conduct training*** – This training is provided to new employees during orientation and is available and promoted to current employees on a regular basis.

***Ethical Leadership training*** – This training is encouraged for all employees and provided by University Compliance, Ethics, and Risk through the leadership development program and as requested. The training covers the ethical standards and values of the university and provides a framework for employees to navigate ethical dilemmas and decision-making. Employees who attend learn what it means to be an ethical leader and how leaders impact the culture of the university.

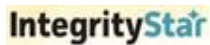
***Potential Conflicts – Florida Code of Ethics for Public Officers and Employees training*** – This training provides an overview of the state's ethics laws, assists employees with identifying prohibited actions or conduct, and communicates the reporting and disclosure requirements of the state and university. This training is available and promoted to new and current employees on a regular basis.

***Gifts and Honoraria training*** – This training is based on the state's ethics laws as it relates to employees soliciting and receiving gifts, applicable reporting requirements, and communicates the university's standards. This training is available and promoted to new and current employees on a regular basis.

University Compliance, Ethics, and Risk also provides targeted versions of the training listed above to departments and groups, as requested. In addition, training is developed or updated to meet the needs of the Program and to address areas of concern. As part of the Program, the office provides training on the Clery Act and federal research compliance requirements in collaboration with compliance partners from the UCF Police Department, Office of Institutional Equity, and the Office of Research and Commercialization. Compliance partners develop and administer vital training to employees as part of UCF's effective Program and cover the large amount of ethical and compliance requirements applicable to the university.

## **Website**

In addition, the development and maintenance of the compliance website, which promotes UCF's policies and procedures, is a critical educational resource for university employees. Information on the website includes an overview of the Program, UCF Employee Code of Conduct, policies and procedures, the UCF IntegrityLine report line, UCF *IntegrityStar Newsletter*, educational modules and videos, and links for additional resources. The training videos provided on the website and distributed to employees through other channels, cover the topics of retaliation, phishing, employment of relatives, respecting others, and avoiding conflicts of interest.



The *IntegrityStar Newsletter* is the official UCF Compliance and Ethics newsletter that is distributed to all employees three times per year (once per semester). Newsletter articles cover ethics and compliance topics, include articles by compliance partners, highlight new policies and regulations, and list upcoming training opportunities. The newsletter includes a recognition section in which employees are celebrated for demonstrating the values of the university. The newsletter provides guidance to employees and contains educational videos and cartoons that communicate ethical conduct and compliance requirements. Each newsletter provides a link to the IntegrityLine and reminds employees to report suspected misconduct.

### **Educational Outreach**

University Compliance, Ethics, and Risk also educates the university community on ethical and compliance requirements through correspondence such as employee-specific and all-employee emails, direct mailing to departments or employees, and distribution of the UCF Compliance and Ethics brochure. The brochure provides an overview of the office and Program at UCF and is distributed as part of new employee orientation, outreach events, and national Compliance and Ethics Week activities.

### **Compliance and Ethics Week**

Annually UCF celebrates national Compliance and Ethics Week through activities promoted and hosted by University Compliance, Ethics, and Risk. As part of the outreach activities, lunch and learn training sessions are conducted by compliance partners on compliance and ethical hot topics. During the week, the values of the university are celebrated and the elements of the Program are promoted to all employees.

### **Compliance and Ethics Training for BOT Members**

Board of Trustee members receive training regarding their responsibility and accountability for ethical conduct and compliance with applicable laws, regulations, rules, policies, and procedures as part of the orientation process and as requested by the chair. The chief compliance and ethics officer regularly educates the Board of Trustees Audit and Compliance Committee regarding applicable federal and state compliance requirements and the Program during committee meetings.

## **Element IV – Effective Lines of Communication**

As part of an effective program, organizations are required to have and publicize a system that allows for anonymity or confidentiality, whereby members of the university community can report or seek guidance regarding potential or actual misconduct without the fear of retaliation. All members of the UCF community are expected and encouraged to make good faith reports of suspected misconduct. These expectations are communicated in UCF Policy 2-700, Reporting Misconduct and Protection from Retaliation. The policy includes procedures for when to report and the communication lines that are available for reporting. As part of the options for reporting,

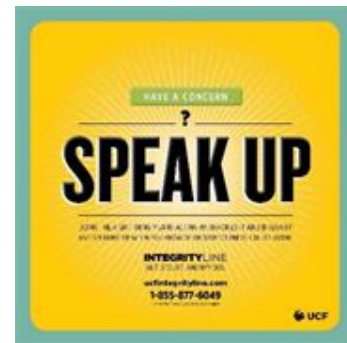
the UCF IntegrityLine, the anonymous reporting line, is provided and publicized to all members of the university community.

The UCF IntegrityLine is a secure reporting system administered by an independent third-party, NAVEX Global. The IntegrityLine is available 24 hours a day, 365 days a year, and is located at [ucfintegrityline.com](http://ucfintegrityline.com), or by calling 1-855-877-6049 toll-free. NAVEX Global uses their case management system, EthicsPoint to provide an anonymous way for individuals who may be reluctant to report suspected misconduct through university administrative or central offices. The internet portal never identifies a visitor and deletes the internet address so that anonymity is preserved. Callers are not traced or recorded.

IntegrityLine reports are processed by EthicsPoint and sent to the University Compliance, Ethics, and Risk office to address appropriately. All reports are reviewed, investigated, and responded to as discreetly and promptly as possible. Reports received through the UCF IntegrityLine are triaged in a joint meeting between the chief compliance and ethics officer and the chief audit executive. Based on the nature of the report, they are either investigated by the University Compliance, Ethics, and Risk office, or University Audit, or investigated jointly by both offices, or they may be referred to the appropriate compliance partner for review. When reports are received through the UCF IntegrityLine that involve behavior involving students under the UCF *Golden Rule*, the cases are referred to the Office of Student Rights and Responsibilities. When reports are criminal in nature, the reports are referred to the UCF Police Department.

If employees decide to provide their identity, every effort is made by the University Compliance, Ethics, and Risk office to keep their identity confidential. The university does not tolerate retaliation and will take all reasonable and necessary actions to protect members of the university community who have filed good faith reports of misconduct. If someone who has filed a report or participated in an investigation feels as if they are experiencing retaliation, they are directed to contact the University Compliance, Ethics, and Risk office immediately. Reports of retaliation are investigated by University Compliance, Ethics, and Risk and include the appropriate compliance partners based on the allegations.

The UCF IntegrityLine is publicized through multiple channels to the university community. The image to the right is the poster that is distributed to all building managers and placed throughout buildings on all UCF campuses. The IntegrityLine logo and link are also placed on all University Compliance, Ethics, and Risk web pages, compliance partner websites, *IntegrityStar Newsletter* editions, UCF Employee Code of Conduct, and training modules. In addition, wallet cards are distributed to all new employees during orientation, training sessions, and during outreach events. Marketing materials with the IntegrityLine information, such as ear buds, are distributed to employees during outreach events and training.



## **Element V – Routine Monitoring, Auditing, and Identification of Risks**

To ensure that the Program is followed, routine monitoring, risk assessments, and audits are performed. Through these efforts weaknesses and risks are identified and steps are taken to improve the program, strengthen internal controls, and mitigate the risks of misconduct and noncompliance. To fulfill the requirements of this element, the following activities are included in the Program:

### **Conflicts of Interest Disclosure**

As a state institution and recipient of federal funds, UCF must comply with both state and federal requirements regarding the disclosure and management of conflicts of interest and commitment. Additionally, the university is committed to conducting university business and activities with integrity and has developed policies and procedures to identify, manage, and, when appropriate, remove potential and actual conflicts of interest and commitment. University Compliance, Ethics, and Risk provides oversight and management of the university's conflicts of interest and commitment reporting process. Annually the office provides the Board of Trustees Audit and Compliance Committee a report based on monitoring efforts of the disclosure process and policies for the university, UCF direct support organizations and component units. Every five years the office conducts a full review of the conflicts of interest and commitment policies and procedures, disclosure process, monitoring efforts, and corrective actions or management plans for the university, UCF direct support organizations, and component units.

Each academic year, a potential conflict of interest and commitment disclosure is required of all faculty, executive staff, post-doctoral employees, and select individuals in university positions of trust, or other employees engaged in the design, conduct, and reporting of research at UCF. All other employees must submit a report prior to the initiation of any outside activity or employment and when a potential conflict of interest exists. An amended disclosure must be submitted within 30 days of any change in circumstances.

University Compliance, Ethics, and Risks provides training modules, guidance, review and approval of disclosures, reviews and monitors management plans, and performs investigations into conflicts of interest and commitment. The process of disclosing all outside activities for review and approval protects employees from unknowingly violating a state or federal law, and protects the credibility and reputations of employees and the university by providing a transparent system of disclosure, approval, and documentation of outside activities that might otherwise raise concerns of a conflict of interest or commitment. The following regulation and policy communicate the expectations for disclosure and compliance:

UCF Regulation 3.018 Conflict of Interest or Commitment; Outside Activity or Employment (Appendix K) is a longstanding university regulation that outlines the conflict of interest and commitment disclosure process at UCF and includes state and federal reporting requirements.

UCF Policy 4-504.2 Reporting a Potential Conflict of Interest or Conflict of Commitment in Research (Appendix L) communicates the federal disclosure requirements and procedures for faculty and staff who engage in federally funded research.

### **IntegrityLine Case Review**

Twice a month University Compliance, Ethics, and Risk reviews open investigations to ensure issues are being addressed in a timely manner and assesses the reports received for trends of noncompliance or risks. Annually, the office performs an analysis on data for the year and provides a report and overview to the board's Audit and Compliance Committee, president, and vice presidents. In response to trends identified through both the monthly and annual analysis, University Compliance, Ethics, and Risk provides guidance on noncompliance or risks identified and makes changes to the Program, provides targeted training and education, provides targeted communications and guidance, and collaborates with compliance partners to address issues as appropriate.

### **Risk Assessment**

University Compliance, Ethics, and Risk performs an enterprise-wide risk assessment of university activities every three years. This assessment identifies and ranks risks and evaluates the existence of appropriate internal controls to mitigate risks. The assessment, in conjunction with the elements of an effective compliance program, is the basis for the annual compliance work plan. The work plan stipulates development, review, training, monitoring or other activities that University Compliance, Ethics, and Risk will conduct during the year.

### **External Compliance Requests or Investigations**

University Compliance, Ethics, and Risk provides oversight and coordination of external inquiries into compliance with federal and state laws or NCAA requirements and takes appropriate steps to ensure safe harbor for the university in instances of non-compliance. As part of this responsibility, the office provides guidance to compliance partners, conducts investigations, and provides the university's response as appropriate. Based on the issues that are identified, the office ensures that appropriate changes are made to the Program to support compliance, ethical conduct, and mitigation of risks.

### **Coordination with Internal Audit**

University Audit serves as the university's internal auditor, providing internal audits and reviews, management consulting and advisory services, investigations of fraud and abuse, follow-up of audit recommendations, evaluation of the processes of risk management and governance, and coordination with external auditors. University Compliance, Ethics, and Risk provides guidance to University Audit on compliance-related audits and matters. Based on audit findings, University Compliance, Ethics, and Risk provides guidance, training, or assists departments with policy and procedure development. Fraud or other issues requiring investigation or an audit identified by University Compliance, Ethics, and Risk are referred to University Audit for appropriate response. As appropriate, both offices work together to evaluate or investigate misconduct or risks.

## **External Audits**

The UCF Audit and Compliance Committee is assigned oversight responsibility to:

- receive and review audits by the State of Florida Auditor General
- receive and review audits of the direct support organizations and component units
- review and contract with external auditors for special audits or reviews related to the university's affairs and report the results of any such special projects to the board.

Serving as the internal auditor, University Audit provides coordination and guidance to the board and senior leadership for external audits or investigative matters related to fraud, waste, and abuse and other matters as requested.

## **Element VI - Respond Promptly to Detected Problems and Undertake Corrective Action**

When non-compliance, unethical behavior, or criminal conduct is detected, the university takes the appropriate steps to prevent further similar behavior, including making any necessary modifications to the Program. University Compliance, Ethics, and Risk provides guidance on compliance, ethics, and risk related matters to the university community. The office collaborates with compliance partners and senior leadership to review and resolve compliance and ethics issues, accomplish objectives, and facilitate the resolution of problems. As part of this responsibility, the office performs the following:

### **Investigations**

The University Compliance, Ethics, and Risk office receives allegations of misconduct or noncompliance through multiple channels including direct reports from employees, compliance partners, individuals or entities external to the university, and the UCF IntegrityLine. Allegations of misconduct or noncompliance may also be identified through monitoring and other Program activities. The office initiates, conducts, supervises, coordinates, or refers to other appropriate offices investigations of misconduct or noncompliance, or performs reviews deemed appropriate in accordance with university regulations and policies, state statutes, and federal regulations.

### **Corrective Actions**

When problems are detected, University Compliance, Ethics, and Risk makes the appropriate modifications to the Program and updates the Plan to reflect those changes. When appropriate, the office provides oversight and guidance to compliance partners to make changes to the Program within their area of responsibility. In addition, the office provides recommendations to colleges, departments, or units for corrective actions to resolve and correct issues related to

misconduct or noncompliance identified through investigations, monitoring, or other activities.

It is the responsibility of each college, department, or unit's executive officer to implement recommended corrective actions. The office monitors the completion of recommended corrective actions and escalates issues as appropriate to senior leadership, the president, and the board's Audit and Compliance Committee. These efforts serve to ensure that the Program remains effective and that the university is taking steps to prevent the reoccurrence of misconduct, noncompliance, or criminal activity.

## **Element VII – Enforce and Promote Standards through Appropriate Incentives and Disciplinary Guidelines**

The Program is promoted and enforced consistently through the application of appropriate incentives and, when necessary, appropriate disciplinary measures resulting, for example, for instances such as employees engaging in misconduct or noncompliance and failing to take reasonable steps to prevent or detect misconduct, noncompliance, and criminal conduct. University Compliance, Ethics, and Risk, in consultation with the president and the board's Audit and Compliance Committee, provides guidance and recommendations for appropriate incentives and disciplinary measures to encourage a culture of compliance and ethics. When failures in compliance and ethics are identified, the Program requires that issues are addressed through appropriate measures, including education or disciplinary action.

### **Employee Performance**

Annually all employees receive performance appraisals. Employees are evaluated on the performance of their duties as communicated through job descriptions, whether they met expected goals and objectives and whether they performed in a manner consistent with UCF values.

### **Incentive Program**

University Compliance, Ethics, and Risk implemented a process for identifying and recognizing employees who exemplify the expectations of the Program and the values of the university. Three times per year, employees are recognized in an article in the *IntegrityStar Newsletter*. In addition, incentives are offered to employees who participate in the annual Compliance and Ethics Week activities.

### **Disciplinary Procedures for Employees**

Additionally, University Compliance, Ethics, and Risk provides guidance to supervisors and members of the senior leadership team on appropriate disciplinary action up to and including termination when misconduct, noncompliance, or criminal conduct is identified. As part of this process, University Compliance, Ethics, and Risk collaborates with Human Resources and General Counsel to ensure that supervisors provide disciplinary action consistently and in compliance with applicable laws, regulations, and policies. It is the responsibility of the supervisor or appropriate senior leader to ensure that disciplinary action is implemented,



including criminal charges when appropriate, and that other corrective actions are completed. The following policies communicate the expectations and procedures for disciplinary action: UCF Board of Trustees – United Faculty of Florida Collective Bargaining Agreement, Article 16 (Appendix M) provides the negotiated policy and procedures for disciplinary action for in-unit faculty.

Regulation 3.0124 Discipline and Termination for Cause of Non-unit Faculty and A & P Staff Members (Appendix N) communicates the policy and procedures for disciplinary action for non-unit faculty and Administrative & Professional employees.

Regulation 3.0191 Disciplinary Action – University Support Personnel System (Appendix O) provides the policy and procedures for disciplinary action for University Support Personnel System employees of the university with regular status.

### **Element VIII – Measure Compliance Program Effectiveness**

The Program is evaluated periodically to assess its effectiveness in promoting a culture of compliance and ethical conduct and for compliance with Chapter 8 of the Federal Sentencing Guidelines and Board of Governors Regulation 4.003. The following are the activities performed to assess the effectiveness of the Program:

#### **Annual Effectiveness Reports**

Annually University Compliance, Ethics, and Risk provides an annual report on the effectiveness of the Program to the board's Audit and Compliance Committee and the president. To assess the program, compliance partners are required to report annually on their activities and efforts for meeting the requirements of the Plan through a survey developed by University Compliance, Ethics, and Risk. These reports, as well as the activities and efforts of the office, are assessed and included in the annual report. Based on this process any identified deficiencies are addressed and appropriate modifications are made to the Plan. As required by Board of Governors Regulation 4.003, any Plan revisions based on the report are approved by the Board of Trustees. A copy of the report and revised plan is provided to the Board of Governors.

#### **Culture Survey**

University Compliance, Ethics, and Risk conducts an anonymous survey every two years to evaluate the compliance and ethics culture at UCF. The results from the initial survey served as a benchmark for future surveys. The survey serves as a mechanism to identify opportunities to strengthen the compliance and ethics culture and to measure the compliance and ethics program's progress. The survey is distributed by email to all university employees, including hourly, and student employees. The survey includes questions related to an employee's knowledge of the Program, thoughts on the university's culture, view of leadership, how comfortable they are raising concerns, and if they feel protected from retaliation.

### **Institutional Effectiveness Assessment Process**

As part of the university's Institutional Effectiveness Assessment Process, University Compliance, Ethics, and Risk annually develops an assessment plan that targets specific components of the Program to evaluate, measure, and improve. The process includes the annual setting of outcomes and measures, collecting data, reporting results, and developing a new assessment plan to measure the impact of the improvements made to the Program. Using this process allows the office to evaluate Program effectiveness and make improvements as necessary.

### **Program Effectiveness Review**

As required by Board of Governors Regulation 4.003, each university will obtain an external review of the Program's design and effectiveness at least once every five years. The review and any recommendations for improvement will be provided to the university president and Board of Trustees. The assessment will be approved by the Board of Trustees and a copy provided to the Board of Governors. The first review will be conducted within five years of the implementation of Regulation 4.003 and will be performed consistent with guidance from the Board of Governor's Inspector General's office.

**2. EFFECTIVE COMPLIANCE AND ETHICS PROGRAM**

Historical Note: Effective November 1, 2004 (see Appendix C, amendment 673).

**§8B2.1. Effective Compliance and Ethics Program**

- (a) To have an effective compliance and ethics program, for purposes of subsection (f) of §8C2.5 (Culpability Score) and subsection (b)(1) of §8D1.4 (Recommended Conditions of Probation - Organizations), an organization shall—

- (1) exercise due diligence to prevent and detect criminal conduct; and
- (2) otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

Such compliance and ethics program shall be reasonably designed, implemented, and enforced so that the program is generally effective in preventing and detecting criminal conduct. The failure to prevent or detect the instant offense does not necessarily mean that the program is not generally effective in preventing and detecting criminal conduct.

- (b) Due diligence and the promotion of an organizational culture that encourages ethical conduct and a commitment to compliance with the law within the meaning of subsection (a) minimally require the following:
- (1) The organization shall establish standards and procedures to prevent and detect criminal conduct.
  - (2) (A) The organization's governing authority shall be knowledgeable about the content and operation of the compliance and ethics program and shall exercise reasonable oversight with respect to the implementation and effectiveness of the compliance and ethics program.
  - (B) High-level personnel of the organization shall ensure that the organization has an effective compliance and ethics program, as described in this guideline. Specific individual(s) within high-level personnel shall be assigned overall responsibility for the compliance and ethics program.
  - (C) Specific individual(s) within the organization shall be delegated day-to-day operational responsibility for the compliance and ethics program. Individual(s) with operational responsibility shall report periodically to high-level personnel and, as appropriate, to the governing authority, or an appropriate subgroup of the governing authority, on the effectiveness of the compliance and ethics program. To carry out such operational responsibility, such individual(s) shall be given adequate resources, appropriate authority, and direct access to the governing authority or an appropriate subgroup of the governing authority.

- (3) The organization shall use reasonable efforts not to include within the substantial authority personnel of the organization any individual whom the organization knew, or should have known through the exercise of due diligence, has engaged in illegal activities or other conduct inconsistent with an effective compliance and ethics program.
- (4) (A) The organization shall take reasonable steps to communicate periodically and in a practical manner its standards and procedures, and other aspects of the compliance and ethics program, to the individuals referred to in subparagraph (B) by conducting effective training programs and otherwise disseminating information appropriate to such individuals' respective roles and responsibilities.
- (B) The individuals referred to in subparagraph (A) are the members of the governing authority, high-level personnel, substantial authority personnel, the organization's employees, and, as appropriate, the organization's agents.
- (5) The organization shall take reasonable steps—
  - (A) to ensure that the organization's compliance and ethics program is followed, including monitoring and auditing to detect criminal conduct;
  - (B) to evaluate periodically the effectiveness of the organization's compliance and ethics program; and
  - (C) to have and publicize a system, which may include mechanisms that allow for anonymity or confidentiality, whereby the organization's employees and agents may report or seek guidance regarding potential or actual criminal conduct without fear of retaliation.
- (6) The organization's compliance and ethics program shall be promoted and enforced consistently throughout the organization through (A) appropriate incentives to perform in accordance with the compliance and ethics program; and (B) appropriate disciplinary measures for engaging in criminal conduct and for failing to take reasonable steps to prevent or detect criminal conduct.
- (7) After criminal conduct has been detected, the organization shall take reasonable steps to respond appropriately to the criminal conduct and to prevent further similar criminal conduct, including making any necessary modifications to the organization's compliance and ethics program.
- (c) In implementing subsection (b), the organization shall periodically assess the risk of criminal conduct and shall take appropriate steps to design, implement, or modify each requirement set forth in subsection (b) to reduce the risk of criminal conduct identified through this process.

CommentaryApplication Notes:1. Definitions.—For purposes of this guideline:

*"Compliance and ethics program" means a program designed to prevent and detect criminal conduct.*

*"Governing authority" means the (A) the Board of Directors; or (B) if the organization does not have a Board of Directors, the highest-level governing body of the organization.*

*"High-level personnel of the organization" and "substantial authority personnel" have the meaning given those terms in the Commentary to §8A1.2 (Application Instructions - Organizations).*

*"Standards and procedures" means standards of conduct and internal controls that are reasonably capable of reducing the likelihood of criminal conduct.*

2. Factors to Consider in Meeting Requirements of this Guideline.—

(A) In General.—Each of the requirements set forth in this guideline shall be met by an organization; however, in determining what specific actions are necessary to meet those requirements, factors that shall be considered include: (i) applicable industry practice or the standards called for by any applicable governmental regulation; (ii) the size of the organization; and (iii) similar misconduct.

(B) Applicable Governmental Regulation and Industry Practice.—An organization's failure to incorporate and follow applicable industry practice or the standards called for by any applicable governmental regulation weighs against a finding of an effective compliance and ethics program.

(C) The Size of the Organization.—

(i) In General.—The formality and scope of actions that an organization shall take to meet the requirements of this guideline, including the necessary features of the organization's standards and procedures, depend on the size of the organization.

(ii) Large Organizations.—A large organization generally shall devote more formal operations and greater resources in meeting the requirements of this guideline than shall a small organization. As appropriate, a large organization should encourage small organizations (especially those that have, or seek to have, a business relationship with the large organization) to implement effective compliance and ethics programs.

(iii) Small Organizations.—In meeting the requirements of this guideline, small organizations shall demonstrate the same degree of commitment to ethical conduct and compliance with the law as large organizations. However, a small organization may meet the requirements of this guideline with less formality and fewer resources than would be expected of large organizations. In appropriate

*circumstances, reliance on existing resources and simple systems can demonstrate a degree of commitment that, for a large organization, would only be demonstrated through more formally planned and implemented systems.*

*Examples of the informality and use of fewer resources with which a small organization may meet the requirements of this guideline include the following: (I) the governing authority's discharge of its responsibility for oversight of the compliance and ethics program by directly managing the organization's compliance and ethics efforts; (II) training employees through informal staff meetings, and monitoring through regular "walk-arounds" or continuous observation while managing the organization; (III) using available personnel, rather than employing separate staff, to carry out the compliance and ethics program; and (IV) modeling its own compliance and ethics program on existing, well-regarded compliance and ethics programs and best practices of other similar organizations.*

(D) Recurrence of Similar Misconduct.—*Recurrence of similar misconduct creates doubt regarding whether the organization took reasonable steps to meet the requirements of this guideline. For purposes of this subparagraph, "similar misconduct" has the meaning given that term in the Commentary to §8A1.2 (Application Instructions - Organizations).*

3. Application of Subsection (b)(2).—*High-level personnel and substantial authority personnel of the organization shall be knowledgeable about the content and operation of the compliance and ethics program, shall perform their assigned duties consistent with the exercise of due diligence, and shall promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.*

*If the specific individual(s) assigned overall responsibility for the compliance and ethics program does not have day-to-day operational responsibility for the program, then the individual(s) with day-to-day operational responsibility for the program typically should, no less than annually, give the governing authority or an appropriate subgroup thereof information on the implementation and effectiveness of the compliance and ethics program.*

4. Application of Subsection (b)(3).—

(A) Consistency with Other Law.—*Nothing in subsection (b)(3) is intended to require conduct inconsistent with any Federal, State, or local law, including any law governing employment or hiring practices.*

(B) Implementation.—*In implementing subsection (b)(3), the organization shall hire and promote individuals so as to ensure that all individuals within the high-level personnel and substantial authority personnel of the organization will perform their assigned duties in a manner consistent with the exercise of due diligence and the promotion of an organizational culture that encourages ethical conduct and a commitment to compliance with the law under subsection (a). With respect to the hiring or promotion of such individuals, an organization shall consider the relatedness of the individual's illegal activities and other misconduct (i.e., other conduct inconsistent with an effective compliance and ethics program) to the specific responsibilities the individual is anticipated to be assigned and other factors such as: (i) the recency of the individual's*

*illegal activities and other misconduct; and (ii) whether the individual has engaged in other such illegal activities and other such misconduct.*

5. Application of Subsection (b)(6).—*Adequate discipline of individuals responsible for an offense is a necessary component of enforcement; however, the form of discipline that will be appropriate will be case specific.*
6. Application of Subsection (b)(7).—*Subsection (b)(7) has two aspects.*

*First, the organization should respond appropriately to the criminal conduct. The organization should take reasonable steps, as warranted under the circumstances, to remedy the harm resulting from the criminal conduct. These steps may include, where appropriate, providing restitution to identifiable victims, as well as other forms of remediation. Other reasonable steps to respond appropriately to the criminal conduct may include self-reporting and cooperation with authorities.*

*Second, the organization should act appropriately to prevent further similar criminal conduct, including assessing the compliance and ethics program and making modifications necessary to ensure the program is effective. The steps taken should be consistent with subsections (b)(5) and (c) and may include the use of an outside professional advisor to ensure adequate assessment and implementation of any modifications.*

7. Application of Subsection (c).—*To meet the requirements of subsection (c), an organization shall:*
  - (A) *Assess periodically the risk that criminal conduct will occur, including assessing the following:*
    - (i) *The nature and seriousness of such criminal conduct.*
    - (ii) *The likelihood that certain criminal conduct may occur because of the nature of the organization's business. If, because of the nature of an organization's business, there is a substantial risk that certain types of criminal conduct may occur, the organization shall take reasonable steps to prevent and detect that type of criminal conduct. For example, an organization that, due to the nature of its business, employs sales personnel who have flexibility to set prices shall establish standards and procedures designed to prevent and detect price-fixing. An organization that, due to the nature of its business, employs sales personnel who have flexibility to represent the material characteristics of a product shall establish standards and procedures designed to prevent and detect fraud.*
    - (iii) *The prior history of the organization. The prior history of an organization may indicate types of criminal conduct that it shall take actions to prevent and detect.*
  - (B) *Prioritize periodically, as appropriate, the actions taken pursuant to any requirement set forth in subsection (b), in order to focus on preventing and detecting the criminal conduct identified under subparagraph (A) of this note as most serious, and most likely, to occur.*

**§8B2.1**

## GUIDELINES MANUAL

November 1, 2013

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- (C) *Modify, as appropriate, the actions taken pursuant to any requirement set forth in subsection (b) to reduce the risk of criminal conduct identified under subparagraph (A) of this note as most serious, and most likely, to occur.*

Background: *This section sets forth the requirements for an effective compliance and ethics program. This section responds to section 805(a)(5) of the Sarbanes-Oxley Act of 2002, Public Law 107–204, which directed the Commission to review and amend, as appropriate, the guidelines and related policy statements to ensure that the guidelines that apply to organizations in this chapter "are sufficient to deter and punish organizational criminal misconduct."*

*The requirements set forth in this guideline are intended to achieve reasonable prevention and detection of criminal conduct for which the organization would be vicariously liable. The prior diligence of an organization in seeking to prevent and detect criminal conduct has a direct bearing on the appropriate penalties and probation terms for the organization if it is convicted and sentenced for a criminal offense.*

Historical Note: Effective November 1, 2004 (see Appendix C, amendment 673). Amended effective November 1, 2010 (see Appendix C, amendment 744); November 1, 2011 (see Appendix C, amendment 758); November 1, 2013 (see Appendix C, amendment 778).



Appendix B

**4.003 State University System Compliance and Ethics Programs**

- (1) Each board of trustees shall implement a university-wide compliance and ethics program (Program) as a point for coordination of and responsibility for activities that promote ethical conduct and maximize compliance with applicable laws, regulations, rules, policies, and procedures.
- (2) The Program shall be:
  - (a) Reasonably designed to optimize its effectiveness in preventing or detecting non-compliance, unethical behavior, and criminal conduct, as appropriate to the institution's mission, size, activities, and unique risk profile;
  - (b) Developed consistent with the Code of Ethics for Public Officers and Employees contained in Part III, Chapter 112, Florida Statutes; other applicable codes of ethics; and the Federal Sentencing Guidelines Manual, Chapter 8, Part B, Section 2.1(b); and
  - (c) Implemented within two (2) years of the effective date of this regulation.
- (3) Each board of trustees shall assign responsibility for providing governance oversight of the Program to the committee of the board responsible for audit and compliance. The charter required by Board of Governors Regulation 4.002(2) shall address governance oversight for the Program.
- (4) Each university, in coordination with its board of trustees, shall designate a senior-level administrator as the chief compliance officer. The chief compliance officer is the individual responsible for managing or coordinating the Program. Universities may have multiple compliance officers; however, the highest ranking compliance officer shall be designated the chief compliance officer. Nothing in this regulation shall be construed to conflict with the General Counsel's responsibility to provide legal advice on ethics laws. The chief compliance officer shall not be the same individual as the chief audit executive with the exception of New College of Florida and Florida Polytechnic University who may, due to fiscal and workload considerations, name the same individual as both chief audit executive and chief compliance officer.
- (5) The chief compliance officer shall report functionally to the board of trustees and administratively to the president. If the university has an established compliance program in which the chief compliance officer reports either administratively or functionally to the chief audit executive, then the university shall have five (5) years from the effective date of this regulation to transition the reporting relationship of the chief compliance officer to report functionally to the board of trustees and administratively to the president.

- (6) The office of the chief compliance officer shall be governed by a charter approved by the board of trustees and reviewed at least every three (3) years for consistency with applicable Board of Governors and university regulations, professional standards, and best practices. A copy of the approved charter and any subsequent changes shall be provided to the Board of Governors.
- (7) The Program shall address the following components:
  - (a) The president and board of trustees shall be knowledgeable about the Program and shall exercise oversight with respect to its implementation and effectiveness. The board of trustees shall approve a Program plan and any subsequent changes. A copy of the approved plan shall be provided to the Board of Governors.
  - (b) University employees and board of trustees' members shall receive training regarding their responsibility and accountability for ethical conduct and compliance with applicable laws, regulations, rules, policies, and procedures. The Program plan shall specify when and how often this training shall occur.
  - (c) At least once every five (5) years, the president and board of trustees shall be provided with an external review of the Program's design and effectiveness and any recommendations for improvement, as appropriate. The first external review shall be initiated within five (5) years from the effective date of this regulation. The assessment shall be approved by the board of trustees and a copy provided to the Board of Governors.
  - (d) The Program may designate compliance officers for various program areas throughout the university based on an assessment of risk in any particular program or area. If so designated, the individual shall coordinate and communicate with the chief compliance officer on matters relating to the Program.
  - (e) The Program shall require the university, in a manner which promotes visibility, to publicize a mechanism for individuals to report potential or actual misconduct and violations of university policy, regulations, or law, and to ensure that no individual faces retaliation for reporting a potential or actual violation when such report is made in good faith. If the chief compliance officer determines the reporting process is being abused by an individual, he or she may recommend actions to prevent such abuse.
  - (f) The Program shall articulate the steps for reporting and escalating matters of alleged misconduct, including criminal conduct, when there are reasonable grounds to believe such conduct has occurred.
  - (g) The chief compliance officer shall:
    - 1. Have the independence and objectivity to perform the responsibilities of the chief compliance officer function;
    - 2. Have adequate resources and appropriate authority;
    - 3. Communicate routinely to the president and board of trustees regarding Program activities;

4. Conduct and report on compliance and ethics activities and inquiries free of actual or perceived impairment to the independence of the chief compliance officer;
  5. Have timely access to any records, data, and other information in possession or control of the university, including information reported to the university's hotline/helpline;
  6. Coordinate or request compliance activity information or assistance as may be necessary from any university, federal, state, or local government entity;
  7. Notify the president, or the administrative supervisor of the chief compliance officer, of any unresolved restriction or barrier imposed by any individual on the scope of any inquiry, or the failure to provide access to necessary information or people for the purposes of such inquiry. In such circumstances, the chief compliance officer shall request the president remedy the restrictions. If unresolved by the president or if the president is imposing the inappropriate restrictions, the chief compliance officer shall notify the chair of the board of trustees committee charged with governance oversight of the Program. If the matter is not resolved by the board of trustees, the chief compliance officer shall notify the Board of Governors through the Office of Inspector General and Director of Compliance (OIGC);
  8. Report at least annually on the effectiveness of the Program. Any Program plan revisions, based on the chief compliance officer's report shall be approved by the board of trustees. A copy of the report and revised plan shall be provided to the Board of Governors;
  9. Promote and enforce the Program, in consultation with the president and board of trustees, consistently through appropriate incentives and disciplinary measures to encourage a culture of compliance and ethics. Failures in compliance or ethics shall be addressed through appropriate measures, including education or disciplinary action;
  10. Initiate, conduct, supervise, coordinate, or refer to other appropriate offices (such as human resources, audit, Title IX, or general counsel) such inquiries, investigations, or reviews as deemed appropriate and in accordance with university regulations and policies; and
  11. Submit final reports to appropriate action officials.
- (h) When non-compliance, unethical behavior, or criminal conduct has been detected, the university shall take reasonable steps to prevent further similar behavior, including making any necessary modifications to the Program.
- (8) The university shall use reasonable efforts not to include within the university and its affiliated organizations individuals whom it knew, or should have known (through the exercise of due diligence), to have engaged in conduct not consistent with an effective Program.

Authority: Section 7(d), Art. IX, Fla. Const.; History: New 11-3-16.

Appendix C

## **UCF Audit and Compliance Committee Charter**

### **1. Purpose**

The Audit and Compliance Committee ("Committee") is appointed by the University of Central Florida Board of Trustees ("Board") and assists the Board in discharging its oversight responsibilities. The committee oversees the following for the University of Central Florida ("University") and its direct support organizations ("DSO"):

- internal control structure,
- independence and performance of internal and external audits and corrective actions plans,
- integrity of information technology infrastructure and data governance,
- independence and effectiveness of the compliance and ethics program,
- compliance with applicable laws and regulations,
- standards for ethical conduct,
- risk mitigation,
- and internal investigation processes.

### **2. Membership**

The Committee will consist of at least three members of the Board of Trustees.

Members will be independent and objective in the discharge of their responsibilities and free of any financial, family, or other material personal relationship that would impair their independence from management and the University.

The Chair of the Board will appoint the chair, vice chair, and additional members of the Committee. Members will serve on the Committee until their departure from the Board, resignation, or replacement by the Chair of the Board.

### **3. Experience and Education**

Members of the Committee should have professional experience and expertise in at least one of the following fields: post-secondary education, non-profit administration, law, banking, insurance and financial services, finance, accounting, financial reporting, auditing, risk management, or information technology.

As requested, the University and outside resources, as directed by the committee, may provide the Committee with educational resources relating to the Committee in maintaining and enhancing an appropriate level of financial and compliance literacy.

### **4. Meetings**

The Committee will meet as needed to address matters on its agenda, but not less frequently than three times each year.

A majority of the members of the Committee will constitute a quorum for the transaction of business.

Meeting agendas will be prepared jointly by the Committee chair, the chief audit executive, and the chief compliance and ethics officer taking into account recommendations from Committee members. Meeting agendas and appropriate briefing materials will be provided in advance to Committee members.

The Committee will maintain written minutes of its meetings.

The Committee may ask members of management or other individuals to provide pertinent information as necessary. In addition, the Committee may request special reports from University or DSO management on topics that may enhance its understanding of its activities and operations.

In addition to scheduled meetings of the full Committee, the Committee chair will meet with the chief audit executive and chief compliance and ethics officer on a regular basis or as needed.

The Committee is subject to Florida's Government in the Sunshine Law, as set forth in Chapter 286, Florida Statutes. The Sunshine Law extends to all discussions and deliberations as well as any formal action taken by the Committee.

## **5. Authority**

The Board authorizes the Committee to:

- Perform activities within the scope of its charter.
- Have unrestricted access to management, faculty, and employees of the University and its DSOs, as well as to all their books, records, and facilities.
- Study or investigate any matter related to audit, compliance, or related concerns such as potential fraud or conflicts of interest that the Committee deems appropriate.
- Engage independent counsel and other advisers as it deems necessary to discharge its duties.
- Provide oversight and direction of the internal auditing function, of external auditors, and of engagements with state auditors.
- Provide oversight and direction of the institutional compliance, ethics, and risk program, and be knowledgeable of the program with respect to its implementation and effectiveness.
- Perform other duties as assigned by the Board.

## **6. Roles and responsibilities**

With regard to each topic listed below, the Committee will:

**A. Internal Controls and Financial Statements**

- Evaluate the overall effectiveness of the internal control framework by reviewing audit reports and open audit issue status updates and investigation memorandum to determine if recommendations made by the internal and external auditors have been implemented by management.
- Make inquiries of management and the external auditors concerning the effectiveness of the University's system of internal controls.
- Determine whether the external auditors are satisfied with the disclosure and content of the financial statements, including the nature and extent of any significant changes in accounting principles.
- Review management's written responses to significant findings and recommendations of the auditors, including the timetable to correct weaknesses in the internal control system.
- Review the adequacy of accounting, management, and financial processes of the University and its DSOs.
- Review the financial reporting process implemented by management of the University and its DSOs.
- Review University and DSO management processes for ensuring the transparency of the financial statements and the completeness and clarity of the disclosures.

**B. External Audit**

- Receive and review audits by the State of Florida Auditor General.
- Receive and review audits of the direct support organizations and component units.
- Review and contract with external auditors for special audits or reviews related to the University's affairs and report the results of any such special projects to the Board.

**C. Internal Audit**

- Review the independence, qualifications, activities, performance, resources, and structure of the internal audit function and ensure no unjustified restrictions or limitations are made.
- Review the effectiveness of the internal audit function and ensure that it has appropriate standing within the University.
- Ensure that significant findings and recommendations made by the internal auditors and management's proposed response are received, discussed, and appropriately dispositioned.

- Review the proposed internal audit plan for the coming year or the multi-year plan and ensure that it addresses key areas of risk based on risk assessment procedures performed by Audit in consultation with management and the Committee.
- Obtain reports or notification concerning financial fraud resulting in losses in excess of \$10,000 or involving a member of senior management.

**D. Data Integrity**

- Review the adequacy of the university's information technology management methodology with regards to internal controls, including applications, systems, and infrastructure.
- Review the adequacy of the university's data management policies and procedures to ensure data security and data integrity in institutional reporting.

**E. Compliance and Ethics Program**

- Review and approve the Compliance Program Plan and any subsequent changes.
- Review the independence, qualifications, activities, resources, and structure of the compliance and ethics function and ensure no unjustified restrictions or limitations are made.
- Review the effectiveness of the compliance and ethics program in preventing or detecting noncompliance, unethical behavior, and criminal misconduct and ensure that it has appropriate standing and visibility across the University.
- Ensure that significant findings and recommendations made by the chief compliance and ethics officer are received, discussed, and appropriately dispositioned.
- Ensure that procedures for reporting misconduct, or ethical and criminal violations are well publicized and administered and include a mechanism that allows for anonymity or confidentiality, whereby members of the university community may report or seek guidance without the fear of retaliation.
- Review the effectiveness of the system for monitoring compliance with laws and regulations and management's investigation and follow-up (including disciplinary action) of any wrongful acts or non-compliance.
- Review the proposed compliance and ethics work plan for the coming year and ensure that it addresses key areas of risk and includes elements of an effective program as defined by Chapter 8 of the Federal Sentencing Guidelines.
- Obtain regular updates from the chief compliance and ethics officer regarding compliance and ethics matters that may have a material impact on the organization's financial statements or compliance policies.
- Review the findings of any examinations or investigations by regulatory bodies.

- Review the University and DSO conflict of interest policies to ensure that: 1) the term "conflict of interest" is clearly defined, 2) guidelines are comprehensive, 3) annual signoff is required, and 4) potential conflicts are adequately resolved and documented.

#### **G. Reporting Responsibilities**

- Regularly update the Board about its activities and make appropriate recommendations.
- Ensure the Board is aware of matters that may cause significant financial, legal, reputational, or operational impact to the University or its DSOs.
- Receive a summary of findings from completed internal and external audits and the status of implementing related recommendations.
- Receive a summary of findings from completed reports related to the compliance, ethics, or risk programs.

#### **H. Evaluating Performance**

- Evaluate the Committee's own performance, both of individual members and collectively, on a periodic basis and communicate the results of this evaluation to the Board.
- Review the Committee's charter annually and update as necessary.
- Ensure that any changes to the charter are discussed with the Board and reapproved.

*Approved by the UCF Board of Trustees January 13, 2017.*



Appendix D

## UNIVERSITY COMPLIANCE, ETHICS, AND RISK CHARTER

### **Purpose and Mission**

University Compliance, Ethics, and Risk provides oversight and guidance to university-wide ethics, compliance, and enterprise risk management activities, and fosters a culture that embeds these disciplines in all university functions and activities. The office provides centralized and coordinated oversight through the ongoing development of effective policies and procedures, education and training, monitoring, communication, risk assessment, and response to reported issues as required by Chapter 8 of the Federal Sentencing Guidelines and Board of Governors Regulation 4.003. These guidelines and regulation set forth the requirements of an effective compliance and ethics program and require promoting compliance with laws and ethical conduct.

The mission of the office is to support and promote a culture of ethics, compliance, risk mitigation, and accountability.

### **Reporting Structure and Independence**

University Compliance, Ethics, and Risk reports administratively to the president and the vice president and executive chief of staff, and functionally to the Audit and Compliance Committee of the Board of Trustees. This reporting structure promotes independence and full consideration of compliance, ethics, and risk recommendations and action plans.

The chief compliance and ethics officer and staff shall have organizational independence and objectivity to perform their responsibilities and all activities of the office shall remain free from influence.

### **Authority**

University Compliance, Ethics, and Risk has the authority to review or investigate all areas of the university, including its direct support organizations and faculty practice plan. Reviews and investigations shall not be restricted or limited by management, the president, or the Board of Trustees. University Compliance, Ethics, and Risk has unrestricted and timely access to records, data, personnel, and physical property relevant to performing compliance reviews and investigations, and to allow for appropriate oversight and guidance related to compliance, ethics, and risk mitigation efforts.

The chief compliance and ethics officer will notify the president and request remediation of any unresolved restriction or barrier imposed by any individual on the scope of any inquiry, or the failure to provide access to necessary information or people for the purposes of such inquiry. If unresolved by the president or if the inappropriate restriction is imposed by the president, the chief compliance and ethics officer will notify the chair of the Audit and Compliance Committee of the Board of Trustees. If not resolved, the chief compliance and ethics officer will notify the Board of Governors through the Office of the Inspector General and Director of

Compliance.

Documents and records obtained for the above purposes will be handled in compliance with applicable laws, regulations, and university policies and procedures. As required by law, University Compliance, Ethics, and Risk will comply with public records requests.

### **Duties and Responsibilities**

The duties and responsibilities of the chief compliance and ethics officer and staff include projects and activities that fulfill the requirements for an effective compliance and ethics program as required by Chapter 8 of the Federal Sentencing Guidelines and Board of Governors Regulation 4.003. The University Compliance, Ethics, and Risk Program (Program) will be reasonably designed to optimize its effectiveness in preventing or detecting noncompliance, unethical behavior, and criminal conduct. The Program's design supports mitigation of risks to the university and its employees and provides safe harbor in the event of misconduct or noncompliance. The following elements define the duties and responsibilities of the office:

1. Oversight of Compliance and Ethics and Related Activities
2. Development of Effective Lines of Communication
3. Providing Effective Training and Education
4. Revising and Developing Policies and Procedures
5. Performing Internal Monitoring, Investigations, and Compliance Reviews
6. Responding Promptly to Detected Problems and Undertaking Corrective Action
7. Enforcing and Promoting Standards through Appropriate Incentives and Disciplinary Guidelines
8. Measuring Compliance Program Effectiveness
9. Oversight and Coordination of External Inquiries into Compliance with Federal and State Laws and Take Appropriate Steps to Ensure Safe Harbor

The chief compliance and ethics officer and staff will:

- Develop a Program plan based on the requirements for an effective program. The Program plan and subsequent changes will be provided to the board of trustees for approval. A copy of the approved plan will be provided to the board of governors.
- Provide training to university employees and Board of Trustees' members regarding their responsibility and accountability for ethical conduct and compliance with applicable laws, regulations, rules, policies, and procedures. The Program plan will specify when and how often this training will occur.
- Obtain an external review of the Program's design and effectiveness at least once every five years. The review and any recommendations for improvement will be provided to

the president and Board of Trustees. The assessment will be approved by the Board of Trustees and a copy provided to the Board of Governors.

- Identify and provide oversight and coordination of compliance partners responsible for compliance and ethics related activities across campus and provide communication, training, and guidance on the Program and compliance and ethics related matters.
- Administer and promote the UCF IntegrityLine, an anonymous mechanism available for individuals to report potential or actual misconduct and violations of university policy, regulations, or law, and ensure that no individual faces retaliation for reporting a potential or actual violation when such report is made in good faith.
- Maintain and communicate the university's policy on reporting misconduct and protection from retaliation and ensure the policy articulates the steps for reporting and escalating matters of alleged misconduct, including criminal conduct, when there are reasonable grounds to believe such conduct has occurred.
- Communicate routinely to the president and the board of trustees regarding Program activities. Annually report on the effectiveness of the Program. Any Program plan revisions, based on the chief compliance and ethics officer's report, shall be approved by the Board of Trustees. A copy of the report and revised plan will be provided to the Board of Governors.
- Promote and enforce the Program, in consultation with the president and board of trustees, consistently through appropriate incentives and disciplinary measures to encourage a culture of compliance and ethics. Failures in compliance and ethics will be addressed through appropriate measures, including education or disciplinary action.
- Initiate, conduct, supervise, coordinate, or refer to other appropriate offices such as inquiries, investigations, or reviews deemed appropriate in accordance with university regulations and policies, state statutes, and/or federal regulations.
- Make necessary modification to the Program in response to detected non-compliance, unethical behavior, or criminal conduct and take steps to prevent its occurrence.
- Assist the university in its responsibility to use reasonable efforts to exclude within the university and its affiliated organizations individuals whom it knew or should have known through the exercise of due diligence to have engaged in conduct not consistent with an effective Program.
- Coordinate or request compliance activity information or assistance as necessary from any university, federal, state, or local government entity. Oversee and coordinate external inquiries into compliance with federal and state laws and take appropriate

steps to ensure safe harbor in instances of non-compliance.

University Compliance, Ethics, and Risk provides guidance on compliance, ethics, and related matters to the university community. The office collaborates with compliance partners and senior leadership to review and resolve compliance and ethics issues and coordinate compliance and ethics activities, accomplish objectives, and facilitate the resolution of problems.

To ensure University Compliance, Ethics, and Risk staff has the capabilities to perform the duties and responsibilities as described the chief compliance and ethics officer will:

- Maintain a professional staff with sufficient size, knowledge, skills, experience, and professional certifications
- Utilize third-party resources as appropriate to supplement the department's efforts
- Perform assessments of the program and make appropriate changes and improvements

### **Professional Standards**

University Compliance, Ethics, and Risk adheres to the *Florida Code of Ethics* and the *Code of Professional Ethics for Compliance and Ethics Professionals*.

*The University Compliance, Ethics, and Risk Charter will be reviewed at least every three years for consistency with applicable Board of Governors and university regulations, professional standards, and best practices. Subsequent changes will be submitted to the Board of Trustees for approval. A copy of the charter and any subsequent changes will be provided to the Board of Governors.*

*Approved by the UCF Board of Trustees January 13, 2017*

## Appendix E

University Of Central Florida Compliance and Ethics Accountability Matrix							
Compliance Area	Vice President	Responsible Individual(s)	Compliance Partner	Compliance Activities			
Pre Award	Provost and Executive Vice President  Vice President for Research and Dean of the College of Graduate Studies	Director, Research Integrity & Compliance* Office of Research and Commercialization	Director, Research Integrity & Compliance* <i>Office of Research and Commercialization</i>	Sponsored Awards	Pre-award Requirements		
				Subrecipient Awards	Performance Reporting	Committed Effort Reporting	
Post Award				Effort Reporting	Responsible Conduct	Export Compliance	
				Cost Sharing	Allowable Costs	Indirect Cost	
Research				Animal Research Required Training	Required Monitoring, Review and Oversight Conflicts of Interest	Human Subjects Research Required Training	
Animal Subjects Research				Animal Welfare IACUC Operations	Animal Protocols Documentation	Controlled Substances (in animal research)	
Human Subjects Research				Identification of Covered Research Approvals and Certification	Protocol Review IRB Operations Documentation	Adverse Event and Other Reporting Subject Recruiting and Informed Consent	
Technology Transfer				Invention Disclosure Disposition	Patents Marketing	Contract Performance Contracting	
Records & Registration/ Privacy (not HIPAA)/FERPA	Provost and Executive Vice President  Vice President for Student Development and Enrollment Services	Associate Vice President	Director* <i>Registrar's Office</i>	Student Records FERPA	Required Record Keeping	Training Reporting	
			Director/Senior Associate AD* <i>Learning Support Services</i>	Student-athlete Advising	Student Disability Services		
Students		Associate Vice President and Dean of Students*	Associate Vice President and Dean of Students*	Associate Vice President and Dean of Students* <i>Student Development and Enrollment Services</i>	Student Rights and Responsibilities: Student Conduct	Clery Reporting	Student Records Drug Free Campus Act
				Health & Counseling Centers: Billing Compliance Quality	Privacy Stark, Anti-Kickback Accreditation	Risk Management HIPAA Credentialing	
				Director, Integrity and Ethical Development* <i>Office of Student Rights &amp; Responsibilities</i>	Student Integrity and Ethical Development		Training

# Board of Trustees Meeting - Consent Agenda

Compliance Area	Vice President	Responsible Individual(s)	Compliance Partner	Compliance Activities		
Financial Aid	Provost and Executive Vice President	Associate Vice President*	Director, Student Financial Assistance* <i>Office of Student Financial Assistance</i>	Institutional Eligibility	Student Eligibility	Awards and Disbursements
Admissions	Vice President for Student Development and Enrollment Services		Associate Vice President* <i>Undergraduate Admissions</i>	Admissions		
Pegasus Health and College of Medicine	Vice President and General Counsel	Chief Legal Officer and Associate Vice President for Medical Affairs	Associate General Counsel, Legal Affairs & Special Projects* <i>College of Medicine</i>	HIPAA	Privacy	
	Vice President for Medical Affairs and Dean of College of Medicine		Manager, Legal Affairs and Health Care Compliance* <i>College of Medicine</i>	Billing Compliance Stark, Anti-kickback	Quality, Risk Management, Safety	Credentialing and Accreditation
Faculty Relations	Provost and Executive Vice President Vice President and General Counsel	Associate General Counsel, Associate Provost	Associate Provost and Director of Operations* Academic Affairs	Discipline/Faculty Concerns	Collective Bargaining	Textbook Compliance Issues
Immigration (Taxes & SEVIS)	Provost and Executive Vice President Vice President for Information Technologies and Resources	Vice Provost for UCF Global	Assistant Vice President* <i>International Affairs and Global Strategies</i>	Student Visa Regulations	SEVIS Reporting Obligations	Employee Visa Obligations
Technology Services		Associate Vice President & Chief Operating Officer	Information Security Officer* <i>Information Security Office</i>	Computer Use Email Web Publishing	Networking Telecomm Internet File Sharing	Records Management IT Project Management
Information Security				Information Security (for Hardcopy and Electronic Materials)		People Soft and Blackboard Security
Human Resources	Vice President for Administration and Finance and Chief Financial Officer	Associate Vice President for Human Resources and Chief HR Officer*	Associate Vice President for Human Resources and Chief HR Officer* <i>Human Resources</i>	Classification and Compensation Personnel Transactions	Recruiting Payroll Employee Health	Employee Relations Training and Development
Copyright and Licensing		Associate Vice President for University Services	Associate Vice President for University Services <i>University Services</i>	Granting Permissions Protecting University Rights	UCF Card University License Agreements	Obtaining Permissions Required Oversight or Notices
Dining Services Vendor Agreements				Food Acquisition Food Storage	Food Handling Staffing Controls	Required Certifications and Licenses

# Board of Trustees Meeting - Consent Agenda

Compliance Area	Vice President	Responsible Individual(s)	Compliance Partner	Compliance Activities		
Procurement			Director, UCF Procurement Services UCF Procurement Services*	Solicitation of Bids		Diversity in Contracts
Financial Reporting	Vice President for Administration and Finance and Chief Financial Officer	Associate Provost for Budget, Planning and Administration and Associate Vice President for Finance, Controller	Associate Provost for Budget, Planning and Administration and Associate Vice President for Finance, Controller <i>Finance and Accounting</i>	Financial Reporting	Fixed Assets	General Accounting
Accounts Payable/Receivable				Post Award G & C	Debt and Investments	
				Cost Accounting		
Student Accounting				Collections	Cashiering	Purchase and Travel Cards
				Disbursements	Travel	
Post Award Grants & Contracts				Student Tuition and Fee Assessment	Student Billing and Collection	Refunding Red Flags
		Post-award Requirements	Subrecipients Record Retention	Financial Reporting Receivables Management		
Taxes			Associate Director, Tax* <i>Finance and Accounting</i>	Taxes		
Financial Services		Associate Vice President for Debt Management*	Associate Vice President for Debt Management* <i>Debt Management/Financial Services</i>	Golden Knights Corp, UCF Finance Corp	Debt Management	UCF Convocation Corporation
Facilities Planning & Construction		Associate Vice President for Facilities and Safety*	Director, Resource Management <i>Facilities Operations</i>	Real Estate Acquisitions and Leases	Construction Contracts	Management of Real Estate Holdings
Hazard Risk Management			Director, Environmental Health and Safety* <i>Environmental Health and Safety</i>	Property and Liability Insurance	Physical Risk Control	Workers' Comp
Radiation Safety				Radioactive Materials	Waste Management	Radiation Safety
				Radiation Producing Devices	Hazmat Requirements	Lab Safety
	Laser Safety			Employee's Right to Know Statement	Personal Protective Equipment	
Chemical/Biological Safety	Select Agents and Toxins			Air Quality	Export Controlled Materials	
	Chemical Management			Artificial Gene Transfer	Recombinant DNA	
	Biological Safety	IBC Operations and Recordkeeping	Controlled Substances			
Fire & Occupational Safety			Building and Fire Codes	Ergonomics	EM Safety	

# Board of Trustees Meeting - Consent Agenda

Compliance Area	Vice President	Responsible Individual(s)	Compliance Partner	Compliance Activities		
Campus Safety and Police		Associate Vice President and Chief of Police*	Associate Vice President and Chief of Police* Police Department	Crime Prevention	Campus Safety	Internet Crime
Workplace Safety				Workplace Violence & Threat Assessment	Drugs & Alcohol Violations	Weapons Violations
Emergency Management			Director, Emergency Management Office of Emergency Management	Emergency Response and Preparedness	Continuity of Operations	Homeland Security Compliance
Office of Institutional Equity (OIE)	Vice President and Chief of Staff	Director, OIE*	Director, OIE* Office of Institutional Equity	Affirmative Action Plan Maintenance and Compliance	Discrimination Grievance Handling	Recordkeeping & Reporting Obligations
				Compliance with Title IX Requirements	Responding to External Complaints of Discrimination and Retaliation	Access/Disability Accommodations
Conflict of Interest Process	President	Chief Compliance and Ethics Officer*	Director of Compliance and Ethics* University Compliance, Ethics, and Risk	Training Reporting	Institutional Conflicts Oversight and Monitoring	Required Record Keeping
Athletics	President	Chief Compliance and Ethics Officer* Vice President and Director of Athletics	Senior Associate Athletic Director for Compliance* Athletics Compliance	Rules Compliance	Documentation	Education
				Monitoring	Eligibility	Financial Aid

\* Compliance and Ethics Advisory Committee Members



Appendix F



UNIVERSITY OF CENTRAL FLORIDA

# Employee Code of Conduct

## A Word from our President

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We all share the responsibility to conduct university business with integrity and uncompromising ethical standards. Compliance and ethics are a shared responsibility that require our vigilant attention, cooperation, and determination. My expectation is that each of you demonstrates an unwavering commitment to the highest standards of compliance and ethical behavior.

Our UCF creed emphasizes the core values of integrity, scholarship, community, creativity, and excellence. It is no accident that “integrity” heads the list. Integrity means doing the right thing, at all times. It means being honest, you have to be someone whose word can be trusted. Integrity also means being dependable, consistent, and accountable. We all want to work with someone principled who can be counted on to behave in an honorable way even when no one is looking.

You serve as a role model regardless of your position at UCF and your actions set the tone for a culture of compliance and ethics. Continue to hold yourself and each other accountable; know the laws, regulations, our policies, procedures, and ethical standards, and most important abide by them. This Employee Code of Conduct will help you in those efforts.

Thank you for your dedication, for your many contributions on campus and off, and for being such positive role models for your fellow Knights.

Keep reaching for the stars, GO KNIGHTS, and charge on!

Cordially yours,

**John C. Hitt**  
**President**



## MISSION STATEMENT

We are a public multi-campus, metropolitan research university that stands for opportunity. Our 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.

## The five visionary goals that guide UCF

1. Offer the best undergraduate education available in Florida
2. Achieve international prominence in key programs of graduate study and research
3. Provide international focus to our curricula and research programs
4. Become more inclusive and diverse
5. Be America's leading partnership university

## UCF Collective Impact Strategic Plan – Our Promise

**Harness the power of scale** to transform lives and livelihoods.

**Attract and cultivate exceptional and diverse faculty, students, and staff** whose collective contributions strengthen us.

**Deploy our distinctive assets** to solve society's greatest challenges.

**Create partnerships at every level** that amplify our academic, economic, social, and cultural impact and reputation.

**Innovate academic, operational, and financial models** to transform higher education.

# Contents

<b>HONESTY AND INTEGRITY:</b>	
<b>OUR GUIDING PRINCIPLES</b>	<b>5</b>
The Purpose of the UCF Employee	
Code of Conduct	<b>6</b>
UCF Ethical Standards	<b>7</b>
Doing the Knight Thing	<b>8</b>
Asking Questions, Raising Concerns	<b>10</b>
UCF IntegrityLine	<b>11</b>
Protection from Retaliation	<b>12</b>
<b>RESPECT: OUR COMMITMENT</b>	
<b>TO EACH OTHER</b>	<b>13</b>
Dignity and Respect	<b>14</b>
Engaging, Exploring, and Advancing an	
Inclusive Culture	<b>15</b>
Equal Opportunity	<b>15</b>
<b>RESPONSIBILITY AND ACCOUNTABILITY:</b>	
<b>OUR COMPLIANCE COMMITMENTS</b>	<b>17</b>
Compliance and Ethics at UCF	<b>18</b>
Health, Safety, and Security in the Workplace	<b>19</b>
International Considerations	<b>20</b>
Research Integrity and Compliance	<b>21</b>
Intellectual Property and Copyrighted Material	<b>22</b>
Records Management	<b>23</b>
Information Privacy and Security	<b>24</b>
External Communications	<b>26</b>
<b>STEWARDSHIP: OUR DUTY AS</b>	
<b>PUBLIC EMPLOYEES</b>	<b>27</b>
Fiscal Responsibilities	<b>28</b>
Florida Code of Ethics for Public Employees	<b>29</b>
Avoiding Conflicts	<b>30</b>
Outside Activity and Conflict of Interest	
and Commitment Disclosure	<b>32</b>
<b>ADDITIONAL GUIDANCE &amp; RESOURCES</b>	<b>33</b>
Ethical Decision-Making	<b>34</b>
University Contacts	<b>35</b>
FAQs	<b>36</b>



# Honesty and Integrity: Our Guiding Principles





## THE PURPOSE OF THE UCF EMPLOYEE CODE OF CONDUCT

There are many laws, regulations, UCF policies, and ethical standards that we, as employees, are already expected to follow. The purpose of this Employee Code of Conduct is to provide one guiding document that highlights many of these requirements, and that can serve as a resource for employees when faced with questions or ethical dilemmas.

The UCF Employee Code of Conduct is part of UCF's comprehensive compliance and ethics program, supported by the UCF Board of Trustees, the president, and senior leadership. University Compliance, Ethics, and Risk oversees our compliance and ethics program with support from the Compliance and Ethics Advisory Committee and compliance partners.

Please read this Employee Code of Conduct carefully. All employees are required to follow the UCF Employee Code of Conduct. Students are required to follow The Golden Rule.

This UCF Employee Code of Conduct does not cover every law, regulation, or policy that applies to all employees, and it does not replace department, program, or unit codes of conducts or standards.



## UCF ETHICAL STANDARDS

UCF is founded on integrity and expects members of the university community to demonstrate an unwavering commitment to the highest standards of excellence and ethical behavior. As individual members of the university community, our behavior is a reflection of who we are and affects not only our reputation, but also the reputation of the university. The following ethical principles and values guide members of the university community in all decisions and actions:

### **Honesty and Integrity**

We are fair and honest in all of our activities and avoid actual or perceived conflicts of interests or commitments. We strive for transparency in our actions and do not allow plagiarism, lying, deliberate misrepresentation, theft, fraud, or cheating.

### **Respect**

We treat everyone with respect and dignity; we embrace, celebrate, and value diversity and inclusion. We respect the ideas of others, even when they differ from our own. We do not tolerate harassment, mistreatment, belittling, harming, or taking advantage of others.

### **Responsibility and Accountability**

We honor our commitments and take responsibility for our actions. We comply with all applicable laws, regulations, and policies, ensuring that all of our decisions are legal and ethically sound. We recognize our obligation to report unethical and illegal conduct.

### **Stewardship**

We use resources and information entrusted to UCF to support the university's vision, mission, and strategic goals. We do not use them for personal benefit, gain, or favor.



## DOING THE KNIGHT THING

Doing the Knight Thing means doing the right thing. Here at UCF, we promote a culture of integrity, trust, and respect, which is consistent with the UCF Creed. Since the UCF Creed's inception in 2001, the UCF community has consistently lived by its five tenets and those tenets remain just as relevant, if not more relevant, today.

### **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.



Carefully read this Employee Code of Conduct, including the UCF Ethical Standards, and the UCF Creed. These resources will help you to identify the right course of action for most situations.

**If you are unsure of the right action to take, ask yourself:**

- Is it legal?
- Does it align with UCF standards and values?
- Would it violate UCF regulations or policies?
- Could it affect you financially or provide a personal benefit to you?

If you are still uncertain of the right thing to do in a given situation and need more assistance, consult with your supervisor, compliance partner of the related compliance area, University Compliance, Ethics, and Risk, or submit an inquiry through the UCF IntegrityLine. For more guidance on making the right decision, refer to the Ethical Decision-Making section of this Code of Conduct.

**Supervisors and managers have the added responsibility of:**

- Leading by example
- Setting clear expectations
- Supporting a respectful and professional work environment
- Promoting a culture where employees feel comfortable asking questions and raising concerns

Discuss expectations with your employees and provide them with the resources they need to follow this Employee Code of Conduct. Support an environment where employees feel empowered to ask questions and voice concerns. Always remember that employees raising concerns in good faith must never be retaliated against.



## ASKING QUESTIONS, RAISING CONCERNS

### Speak Up

Reflecting on our own actions is often the most effective way to maintain high standards of professionalism and ethical behavior. However, there may come a time when you will witness an employee acting contrary to this Employee Code of Conduct. Doing the right thing means acting with honesty and integrity and speaking up when you know of or suspect unethical behavior.

Employees, who in good faith believe that a violation of law, regulation, statute, UCF regulation, policy, procedure, guideline, or standard of conduct has occurred, or will occur, are expected and encouraged to promptly make a report of such suspected misconduct. Employees do not need to have details of the law or policy to suspect misconduct. It is better to report the suspected misconduct than to remain silent. Management has a special duty to recognize and report misconduct without reasonable delay.

Speak Up if you have ethical concerns about:

- Policy or regulation violations
- Conflicts of interest or commitment
- Financial matters
- Research misconduct
- Other questionable or unethical activity

### Where to Report – Options

There are several options for reporting concerns. You may choose to report:

- to your supervisor
- through central or administrative offices having specialized expertise relating to the concern
- to the UCF IntegrityLine
- or directly to University Compliance, Ethics, and Risk

Concerns related to potential fraud should be reported directly to University Audit. Sex or gender-based discrimination or harassment, sexual harassment, sexual assault, sexual exploitation, relationship violence, or stalking involving a student must immediately be reported to the Office of Institutional Equity or the Title IX Coordinator (if you are not a confidential employee). More information on this mandatory reporting requirement and contact information is available at the [UCF Shield website](#).

### Q&A

#### What if I am not sure I witnessed misconduct, do I still report the incident?

You do not need to have details of a law or policy to suspect misconduct. If you witnessed an incident that is not consistent with our UCF Ethical Standards or the UCF Creed, you should report the incident. It is better to report the suspected misconduct than to remain silent.



## UCF INTEGRITYLINE

Employees reluctant to report suspected misconduct directly to their supervisors or through university administrative or central offices are encouraged to use the UCF IntegrityLine.

The UCF IntegrityLine is a secure reporting system administered by an independent third-party. The IntegrityLine is available 24 hours a day, 365 days a year, and is available at [UCF IntegrityLine](#), or by calling 1-855-877-6049 toll-free. Individuals who may be reluctant to report suspected misconduct through university administrative or central offices have a way to report with complete anonymity.

IntegrityLine reports are processed by the third party and sent to University Compliance, Ethics, and Risk to address appropriately. All reports will be reviewed, investigated, and responded to as discreetly and promptly as possible.

### Q&A

#### **Can I really remain anonymous when reporting through the UCF IntegrityLine?**

Yes. The third-party does not generate or maintain any internal connection logs with IP addresses, so no information linking your PC is available. If you call in your report, an interviewer will simply type your responses into the website for you. Callers are not traced or recorded.

After submitting your report, you will receive a unique code referred to as a "report key." You will use this report key along with the password of your choosing to check in using the website or telephone. This allows you the opportunity to review follow-up questions, submit more information about the incident, or receive a status update.







## PROTECTION FROM RETALIATION

At UCF, we expect all employees to conduct university activities and business in an honest, ethical, and lawful manner. When we become aware of or have reason to suspect that an employee is not acting in this manner. We are expected to make a good faith report of suspected misconduct. Retaliation in response to reporting will not be tolerated. Knowingly making a false report or reporting with malice or reckless disregard for the truth is also prohibited.

Retaliation is an adverse or credible threat of an adverse employment action taken against an employee who submitted a good faith report of misconduct or participated in a misconduct investigation. Types of retaliation can include dismissal from employment, demotion, loss of salary or benefits, transfer or reassignment, denial of an earned promotion, and unwarranted written notice

or negative performance review.

To learn more, please review the [Reporting Misconduct and Protection from Retaliation Policy](#).

If you suspect retaliation in response to reporting a concern or participating in an investigation, please immediately contact [University Compliance, Ethics, and Risk](#) or file a report through the UCF IntegrityLine.

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*“As universities across the country and people around the world confront intolerance, hostility, and injustice, I join our UCF family in affirming the dignity of the individual and the respect for all people.”*

*John C. Hitt, University President*

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# Respect: Our Commitment to Each Other



## DIGNITY AND RESPECT

Here at UCF, we treat each other with dignity and respect. We embrace, celebrate, and value diversity and inclusion and that means that we respect the ideas of others, even when they differ from our own.

In all of our interactions, we are committed to being respectful and positive, and to maintaining an empowering and welcoming environment.

We do not tolerate harassment, mistreatment, belittling, harming, or taking advantage of others.

### Q&A

**A coworker sent a photograph with an offensive caption to some of us in the department via email. No one seemed bothered by it, but I found it offensive. Should I confront them or just let it go?**

We have an obligation to maintain a supportive and inclusive environment for all of our employees. Language or behavior that is offensive will not be tolerated.

If you feel uncomfortable speaking to your coworker directly, you can consult your department supervisor, Human Resources, the UCF IntegrityLine, or University Compliance, Ethics and Risk.

## ENGAGING, EXPLORING, AND ADVANCING AN INCLUSIVE CULTURE

We are strongest as an educational institution, employer, and community leader when we bring diverse thought and experience to our decision-making, teaching, research, and interactions with community members. Accordingly, all members of our university community have a responsibility to treat each other with consideration and respect.

Recognizing that each of us is an intersection of many aspects of diversity emphasizes the complexity of our experiences and the need to develop a culture that appreciates difference and sees diversity as a strength in our role as educational leaders.

### We are committed to:

- engaging with each other, recognizing and valuing each life as exceptional, in agreement or disagreement, in a manner that appreciates our distinctive experience and perspective as an opportunity to learn and to professionally achieve our highest potential, and
- contributing to and holding each other accountable for a culture that honors diversity, expects nondiscriminatory language, acknowledges the dignity of every individual, welcomes the opportunity to learn from and empower each other, recognizes that we are all a collection of identities and experiences rather than a living symbol of a singular stereotype.

Our commitment to diversity and inclusion is demonstrated through the many efforts of the [Office of Diversity and Inclusion](#).

## EQUAL OPPORTUNITY

Our university is committed to providing access to education and employment without regard to race, ethnicity, color, sex (including pregnancy and parental status), sexual orientation, gender identity, gender expression, age, national origin, religion (or non-religion), physical or mental disability, marital status, genetic information, political affiliations, prior conviction of a crime, veteran's status, or membership in any other protected classes as set forth in state and federal law. This includes providing reasonable accommodations for employees' and students' disabilities or religious beliefs and practices and ensuring equitable hiring practices. This also includes the prohibition of inappropriate amorous relationships with students and other employees. More information is available on the [Office of Institutional Equity website](#).

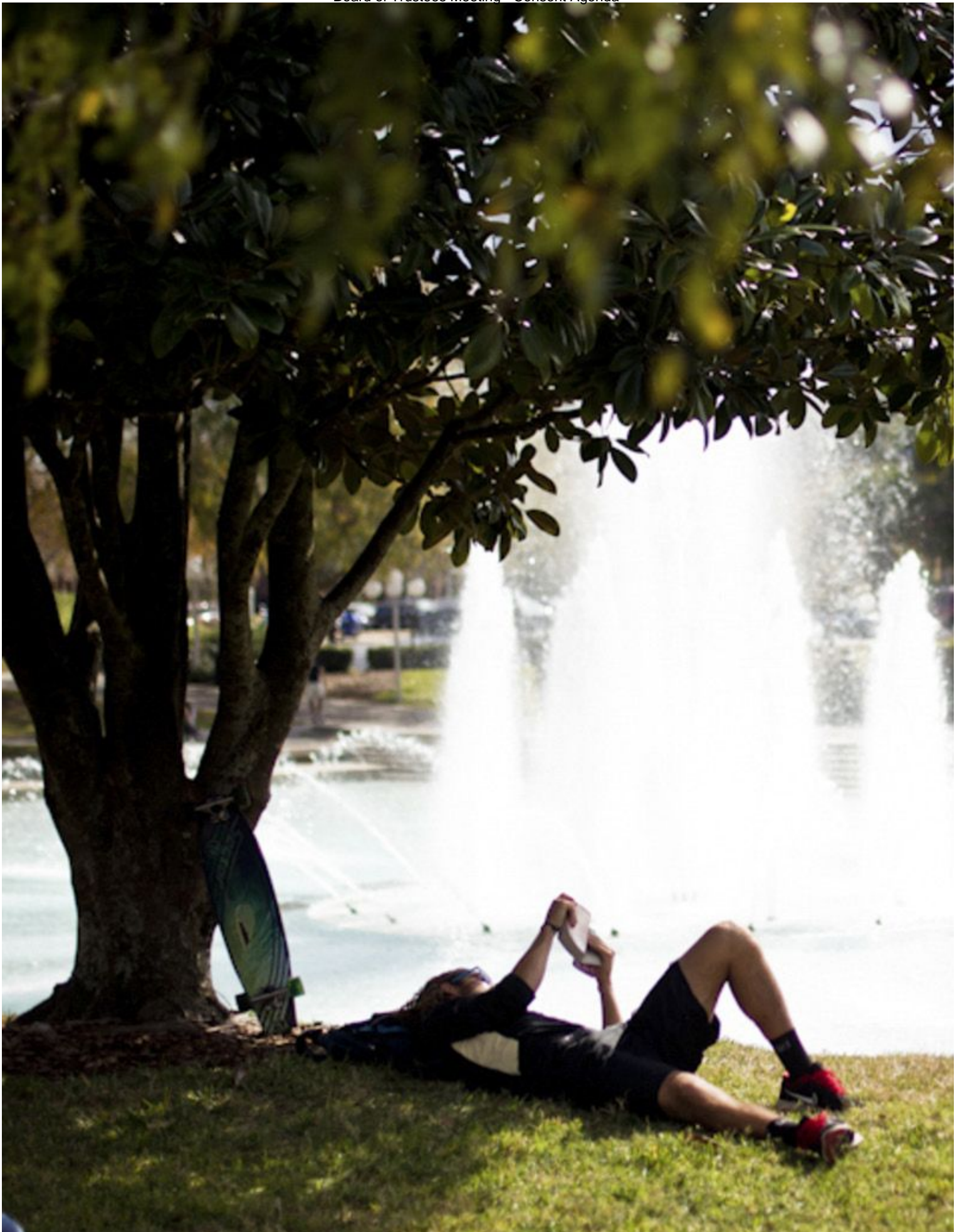
We have zero tolerance for any form of discrimination or discriminatory harassment, including sex discrimination, sexual harassment, sexual assault, relationship violence, and stalking. Information and resources for employees is available the [UCF Shield website](#).

### Related Policy and Regulation:

UCF-3.001 Non-Discrimination; Affirmative Action Programs

UCF 2-004 Prohibition of Discrimination, Harassment and Related Interpersonal Violence







# **Responsibility and Accountability: Our Compliance Commitments**

## COMPLIANCE AND ETHICS AT UCF

Compliance with laws, regulations, policies, procedures, and standards of conduct rests with each of us at UCF. By doing our part, we are preserving the distinguished reputation of our university, as well as the careers, professional reputations, and future of all of our faculty, staff, and students.

In 2011, we formed the University Compliance, Ethics, and Risk office, led by the chief compliance and ethics officer. This office is charged with implementing and sustaining a comprehensive compliance and ethics program based on the key elements of The United States Federal Sentencing Guidelines and the Florida Code of Ethics for Public Officers and Employees. Compliance partners are embedded within each operational unit and lead targeted compliance programs across the university. The members of the Compliance and Ethics Advisory Committee (CEAC) assist in the development of a comprehensive compliance and ethics program and mitigating the compliance and ethics risks at UCF. The purpose of the committee and compliance partner involvement is to ensure consistent communication and development of compliance and ethics programs across the university and promoting a culture of ethics, accountability, and compliance at UCF.

***Working together, we form the university's comprehensive compliance and ethics program.***

For a list of compliance partners, including their departments and respective compliance responsibilities, refer to the **Accountability Matrix**. To view the list of CEAC members, refer to the **CEAC webpage**.

### Q&A

#### **Where can I find the policies and regulations that I am supposed to follow?**

The online repository of our policies and procedures is [available here](#). Our regulations are located [on this website](#). You should also consult your department, program, or unit's policies and procedures.

#### **How do I know when policies and regulations are added or updated?**

You can subscribe to notifications on the policies and regulations websites.

## HEALTH, SAFETY, AND SECURITY IN THE WORKPLACE

### Safe working environment

It is our duty to maintain a safe workplace by:

- Knowing and adhering to the workplace health and safety laws, university regulations, and policies applicable to us
- Correcting unsafe practices and conditions that are within our control
- Respecting the university officials who enforce the rules
- Participating in required drills and safety training
- Reporting incidents, injuries, and unsafe practices or conditions without delay

### Sustainability Initiatives

We are committed to energy sustainability and ensuring a productive environment for all members of the university community. Information on our sustainability initiatives and the role employees play in those efforts is available at [UCF Sustainability Initiatives website](#).

### Alcohol, Drugs, and Smoking

Being under the influence of illicit drugs or alcohol negatively affects our ability to perform our jobs and creates an unsafe environment for ourselves and others. We prohibit the possession, use, sale, and distribution of alcoholic beverages on university-owned or controlled property, or in the course of a university activity, except as permitted by law and authorized by the university. The unauthorized use, possession, sale, distribution, or attempt to obtain any narcotic or controlled substance is also prohibited on university-owned or controlled property or in the course of a university activity, except as permitted by law. The use of university-owned or controlled facilities to manufacture, process, or distribute any drug or controlled substance contrary to law is also prohibited. Additionally, we prohibit smoking on all university owned, operated, leased, and controlled properties to maintain a healthy and safe environment for our faculty, staff, students, and visitors.

### Weapons

At UCF, we prohibit the possession, use, or storage of weapons on property owned or controlled by the university, including in a university vehicle, on one's person, or in one's office or residence hall unless approved by the university. Additionally, the possession, use, or storage of weapons at events sponsored or hosted at UCF, without university approval, is also prohibited.

#### Related Policies and Regulation:

UCF 3-120 University Smoke-Free Policy

UCF 3-122 Campus Safety and Health Policy

UCF 3-115.1 Alcoholic Beverages on Campus

UCF 3-119.1 Weapons on University Property and at University Events

UCF Drug-Free Policy

UCF-4.035 Alcoholic Beverages on Campus

## INTERNATIONAL CONSIDERATIONS

### Complying with laws of other countries

Through our international partnerships and study abroad programs, some of our actions and activities will be subject to the laws of other countries.

In addition to following the Employee Code of Conduct, we are required to know and follow these laws. If you have questions, contact the Office of the General Counsel or UCF Global for guidance.

### Anti-corruption and Bribery

Each of us has an obligation to comply with the U.S. Foreign Corrupt Practices Act and all country-specific anti-bribery and anti-corruption laws. These laws generally state that you may not give, promise, or offer anything of value, no matter how small, to anyone for the purpose of improperly influencing a decision, securing an advantage, avoiding a disadvantage, or obtaining or retaining business. If you engage in such behavior, you expose yourself and the university to civil and criminal liability and significant reputational harm; you also undermine the trust that our students, their parents, and the community have placed in us. If someone asks you to violate these laws, you must immediately notify the Office of the General Counsel or University Compliance, Ethics, and Risk, or you can submit a report through the UCF IntegrityLine.

### Export Controls

We encourage and support open research and the free exchange of ideas, but we are also committed to complying with United States export control laws, regulations, economic sanctions and trade embargoes. These laws control the release of certain technologies and information outside of the U.S. and to foreign nationals within the U.S. and exist to protect our country, its citizens, and the innovative superiority of the U.S. for reasons of national security, foreign policy, competitive trade, and the proliferation of weapons of mass destruction or military technologies. If you are traveling abroad or engaging in distance learning, or activities that may be subject to export control laws, please contact the [Office of Export Control Compliance](#) for guidance.

## Q&A

### What activities are subject to export controls?

Research, distance learning, foreign travel, international monetary exchange, provisioning or providing international service activities, providing technical assistance, advice, guidance or know-how related to export controlled technologies, international shipments or exports and imports of certain goods and technologies

### Research activities include:

Any type of proprietary information, technical data, trade secret, or non-public know-how, cook-books, recipes, methods, etc. may be subject to export controls. Modifying or enhancing publicly available technology and software creates a new item that may be subject to export controls to the extent that it is not intended to be made publicly available. The extent to which research is subject to export controls depends upon certain variables. Contact the [Office of Export Control Compliance](#) for additional guidance.

### Related Policies:

UCF 2-900 International Academic Agreements

UCF 2-901 UCF Policy for All Foreign Nationals

UCF 2-903.2 Travel to Restricted Destinations

UCF 4-209 Export Control Policy

## RESEARCH INTEGRITY AND COMPLIANCE

Our [Office of Research and Commercialization](#) works to ensure that research is conducted with the highest standards of integrity and in accordance with regulatory guidelines set forth by our university and the federal government. By preserving the standards of research, we hope to encourage innovative thinking and foster honesty and free-thinking in our students, graduates, faculty, and staff members. To help us achieve these goals, we have developed specific guidelines to follow when conducting research. See the related policies for more information.

**The Office of Research and Commercialization works to ensure conduct in the following areas:**

- Conflict of Interest
- Research Misconduct
- Export Control Compliance
- Effort Reporting and Certification
- Facility Security
- Office of Animal Welfare

All UCF employees who oversee or provide administrative support during research must follow all relevant laws, regulations, and policies. If you have questions or concerns, you may contact the [Office of Research and Commercialization](#) for assistance.

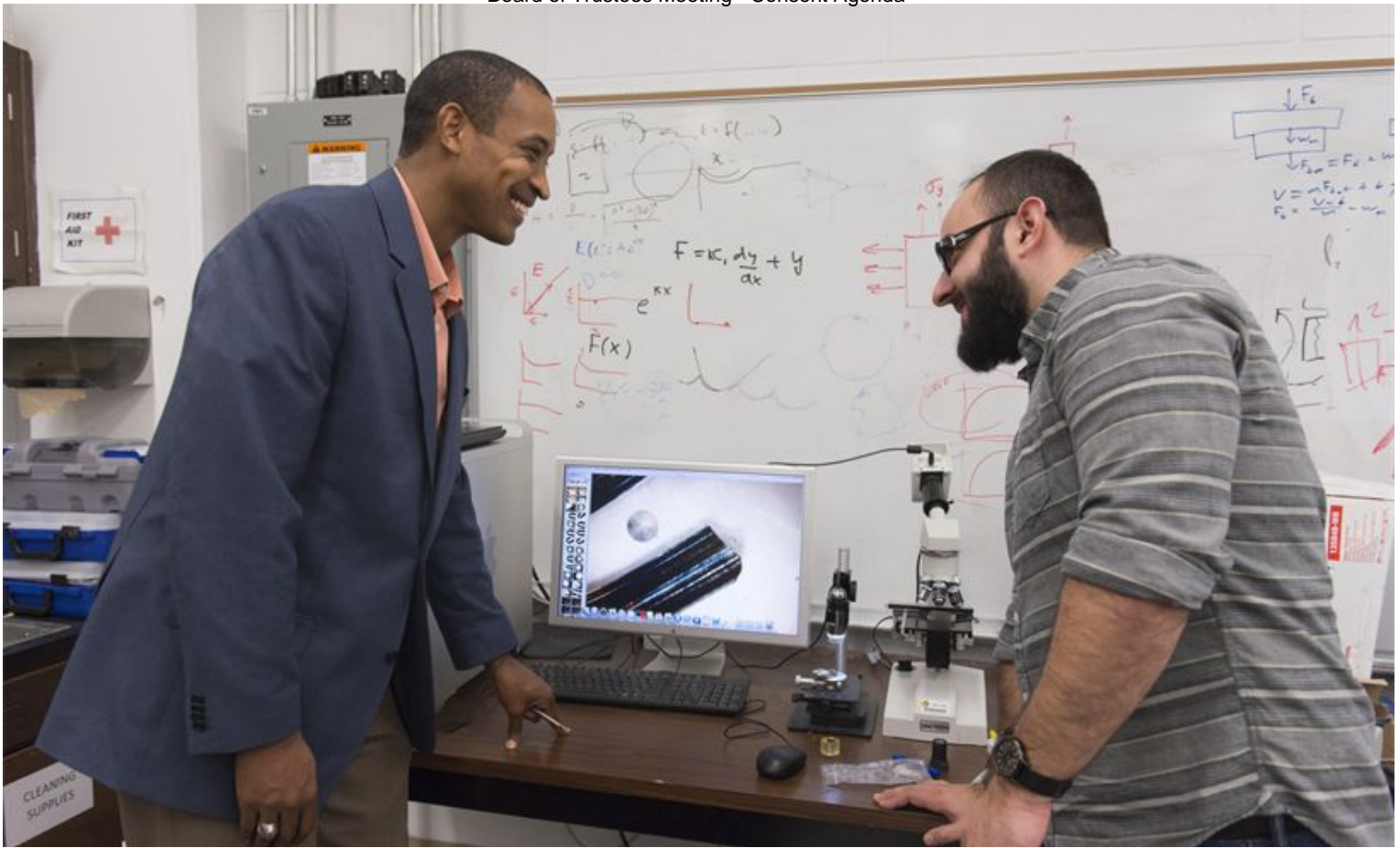
### Related Policies:

UCF 4-202.1 Human Research Protections

UCF 4-211 Research Misconduct Policy

UCF 4-504.2 Reporting a Potential Conflict of Interest or Conflict of Commitment in Research





## INTELLECTUAL PROPERTY AND COPYRIGHTED MATERIAL

### Intellectual Property

Intellectual property can include any inventions, literary and artistic works, symbols, names, images, and designs used in commerce that are produced or used within the university. We must be diligent in protecting UCF's intellectual property through measures such as forming non-disclosure and non-compete agreements, limiting the sharing of information with the public, keeping records in secure areas, and following clear guidelines as to the ownership of property and categorization of information as confidential. Different types of intellectual property are protected by separate laws. For more information on the various types of intellectual property and their protection, visit the [Intellectual Property website](#). You may also contact the [Office of the General Counsel](#).

### Copyrighted Material

All employees must be aware of and abide by all applicable copyright laws which includes protections for works of literature, music, drama, film, sculpture,

visual art, architecture, and other creative media. Before using any materials, we must check to ensure that they are not protected under copyright law, and if they are, must obtain the owner's permission prior to such use. Employees may contact the Office of the General Counsel or the [UCF Library Reference Department](#) with any questions on copyrighted materials.

### Related Resources:

UCF 2-103.2 Use of Copyrighted Material

UCF-2.029 Patents, Trademarks and Trade Secrets

UCF-2.033 Copyrights and Works

UCF Higher Education Opportunity Act Compliance Program for Peer-to-Peer File Sharing and Copyrighted Material



## RECORDS MANAGEMENT

### Public Records

We must be aware of and comply with Florida's public records law and Florida's retention schedules for public records. Most documents, including email messages and text messages, created or received by employees in connection with official business are public records. Unless a public record is exempt by statute, it must be produced to any person upon request with any exempt information removed. Before responding to any public records request, refer to university policy. For specific questions regarding public records laws, contact the Office of the General Counsel.

### Preserving Information

We preserve the institutional memory of our university by maintaining a complete archive of its history and accomplishments and to preserve that history in the University Archives. Employees create and maintain university public records in the course of their duties. It is the responsibility of all employees who create and maintain university public records in the course of our duties, in cooperation with the University Archives unit, to ensure that our university public records that document the history and activities of the university community are transferred to the University Archives for preservation. More information on this state requirement is available in the **Florida General Records Schedule GS5**.

Materials of historical interest include but are not limited to:

- administrative files
- financial documents
- reports, statistics
- strategic plans
- self-studies
- mission statements
- brochures, newsletters
- publications
- photographs
- multimedia materials

### Q&A

#### Does a public records request have to be in writing?

No, it may be made in writing or orally. The requestor also does not have to provide a legitimate need for the record. Be sure to read the policy on complying with public records requests.

### Related Policies:

UCF 2-100.4 Florida Public Records Act: Scope and Compliance

UCF 4-005.1 University Archives



## INFORMATION PRIVACY AND SECURITY

### Data and Information Privacy

As an institution of higher learning, we encourage, support, protect, and embrace freedom of expression to pursue scholarly inquiry and to share information with the global academic community. At the same time, we are expected to be familiar with and comply with university policies and regulations, and federal and state requirements governing privacy protections, such as:

- Family Educational Rights and Privacy Act (FERPA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Health Information Technology for Economic and Clinical Health Act (HITECH)
- Defense Federal Acquisition Regulations (DFAR) and Federal Acquisition Regulation (FAR) requirements on Controlled Unclassified Information
- Other relevant regulations or contractual obligations such as Payment Card Industry Data Security Standards (PCI DSS)

### Q&A

**In my position at UCF, I handle student information quite often. Where can I find a quick guide or tip sheet to help me stay in compliance with FERPA?**

Resources on FERPA are available on the [Registrar's Office](#) website, including a page on [FERPA](#) and the following reference sheets:  
[FERPA Reference Sheet for UCF Staff](#)  
[FERPA Reference Sheet for UCF Faculty](#)

FERPA addresses the privacy of student education records. HIPAA is a comprehensive law and regulation that addresses the use and disclosure of individuals' protected health information by health care providers, health plans, and their contractors, and provides individuals rights to understand and

control use of their health information. Family Medical Leave Act (FMLA) records are covered under HIPAA. PCI DSS stipulates information security controls on technology and business processes that manage and store credit card data.

We all must protect the confidentiality, integrity, and availability of information generated, accessed, modified, transmitted, stored, or used by the university, regardless of the medium on which the information resides.

### Data and Information Security

Individuals working for or on behalf of our university who create, view, or manage university data are responsible for implementing appropriate managerial, operational, physical, and technical controls for access to, use of, transmission of, storage of, and disposal of university data in compliance with our policies. The UCF information security officer must be notified immediately if data classified as highly restricted or restricted is suspected of being compromised. In the event of a suspected information security incident, do not attempt to take action on your own, but preserve information as much as possible and contact University's Security Incident Response Team (SIRT) at [sirt@ucf.edu](mailto:sirt@ucf.edu).

As we continue to become increasingly reliant on technology, it is important that we take steps to protect information that we use, store, and send digitally. We follow security requirements and best practice guidelines specific to the proper and ethical use of technology to ensure the privacy and security of protected information. These requirements and best practice guidelines were created by federal, state, and UCF policymakers and continue to grow or develop as cybersecurity threats evolve and demands on technology changes.

To protect cyber security and privacy, report all suspected security and privacy incidents, which include but are not limited to:

- Unauthorized attempts (either failed or successful) to gain access to a system or data
- Unwanted disruption or denial of service
- Unauthorized use of a system for processing or storing data
- Inappropriate usage under university policy
- Theft or loss of university computing equipment



It is critical to follow these requirements when using our university's computing services or handling institutional data:

- Do not share your university password or use your university password on non-UCF websites
- Do not store university data in a personally owned storage device or cloud storage location, such as iCloud, and Google Drive
- Do not send Highly Restricted data via email without approval - data encryption is required
- Use encryption when storing highly restricted data – only use university provided secure location/servers for this purpose
- Do not open email attachments or click on links in an email without properly vetting the sender and the link - Examine carefully the sender and verify with the sender before opening attachments. Examine carefully the link (hover over with mouse pointer) to see where it's going to direct you, and copy and paste the link into your browser
- Before entering personal information, such as username and password, on a website, always make sure the website address is correct and legitimate, and is secured using "https"
- Do not collect credit card or bank account information via email, or store them insecurely. Proper processing of credit card and bank account numbers should be through secure university websites

To report an information security incident, such as unauthorized access to a university system or data, unauthorized usage of someone's account or the unauthorized distribution of highly restricted or restricted data, please contact the Information Security Office using one of the following two ways:

- Via email to [sirt@ucf.edu](mailto:sirt@ucf.edu)
- Call the UCF IT Support Center at 407-823-5117

## Q&A

### Where can I find resources on information security and potential threats such as phishing?

Visit [UCF IT](#) for general information security standards, procedures, best practices.

### Who do I contact to report an information security incident?

Contact University's Security Incident Response Team (SIRT) at [sirt@ucf.edu](mailto:sirt@ucf.edu)

## Disclosure of Sensitive Information

We have a duty to protect all sensitive information acquired during the course of our employment or service. Sensitive information includes, but is not limited to, the following categories of information, regardless of the format or medium in which the information is made, kept, or received (i.e., paper, electronic, video, verbal): any personally-identifiable information, financial information (including social security and credit card numbers), or health information; certain contracts; research information; proprietary information, alumni and donor information; university financial information; computer passwords; university proprietary information; and any other information for which access, use, or disclosure is governed by our university's regulations, policies, or procedures. University policy defines in detail the categories of information considered sensitive, and its level of sensitivity, and provides requirements on how it should be protected and handled in the event of a data breach.

## Related Policies and Regulation:

UCF 2-105.1 Identity Theft Protection

UCF 4-002.2 Use of Information Technologies and Resources

UCF 4-008.1 Data Classification and Protection

UCF 4-012 Collection and Use of Social Security Numbers

UCF-3.045 Sensitive Information Disclosure

## EXTERNAL COMMUNICATIONS

### Media Relations

[UCF News and Information](#) is the primary media and public relations office at UCF and the primary point of contact for news media issues and for coordinating the dissemination of news information to the public. So that we communicate clear, accurate, timely, and appropriate information to the public, employees who have not been authorized to speak on our behalf should refer media requests to a member of our [News and Information](#) team.

### Legal Requests

It is our policy, at UCF, to respond to legal and regulatory requests without undue delay. If you receive a subpoena that is university related, contact the [Office of the General Counsel](#). Additionally, the [Office of the General Counsel](#) must be informed of any and all criminal matters where the university or any of its departments or units is the victim of a crime. The [Office of the General Counsel](#) will serve as the university's representative in dealing with prosecuting authorities and is the only office that can communicate whether or not we will press charges against an individual or entity who is alleged to have committed a crime against the university or any of its departments or units.

### Regulatory Requests

For any non-routine government or regulatory requests that you receive or if you believe that a government official is asking you to participate in an unauthorized review, contact the [Office of the General Counsel](#) or [University Compliance, Ethics, and Risk](#) for guidance.

### Our Brand



At UCF, we speak with one voice. By speaking with one voice, we amplify our message and communicate clearly and consistently across multiple channels. It is our job to communicate our brand with unity, clarity, and consistency to ensure that people associate our university with credibility and quality. By using our collective voice integrity, we strengthen and share the UCF story. Employees should be aware of and follow the UCF branding guidelines [available here](#).

### Social Media

When using social media, we as employees must always be professional and respectful. What we post not only reflects on us as individuals, but also reflects on the university as a whole. We must not post confidential or protected information, and we are expected to be aware of and follow university standards governing appropriate uses of social media. More guidelines about social media may be [found here](#).

#### Related Policies:

UCF 2-106.1 Communication with Prosecuting Authority

UCF 6-002 News Releases and Media Relations



# Stewardship: Our Duty as Public Employees

## FISCAL RESPONSIBILITIES

Employees directly involved in the fiscal transactions of our university are required to comply with our written policies prescribing a system of accounting, internal controls, and operational procedures for all financial transactions. The university controller's office is the only office authorized to establish bank accounts or financial relationships in our university's name and is the designated custodian of all university funds. UCF Finance and Accounting is responsible for ensuring that any authorized department personnel have been properly trained in the receipt and handling of funding collected by the university. Departmental management is responsible for implementing proper collection practices and internal controls.

### **When making a fiscal decision, you must ask yourself:**

- Does this transaction influence any future business decisions I will make?
- Could this transaction appear to be a conflict of interest to anyone such as the press or media?
- Have I received prior approval to spend, accept, or manage these funds?
- Have I been trained in proper collection practices and internal controls?

### **Authorized Employees**

Only those employees with a valid delegation of authority from the president or other university official have the authority to enter into contracts with external entities on behalf of our university. Individuals who enter into contracts without signature authority may subject their departments or units to fines. Such individuals may also be personally liable under contract.

### **University Resources**

University resources are provided to carry out our university responsibilities. We are responsible for being good stewards of these resources, using them ethically and responsibly, consistent with university regulations, policies, federal, and state law. University resources include any facilities (meeting rooms, banquet halls, etc.), equipment, vehicles, technology or software, network and electronic systems, records, cash and cash equivalents (P-cards, checks, postage), supplies, or any resource available to you in your position. Time is also a resource and therefore, during work hours you are expected to devote your attention to your UCF responsibilities.

### **Related Policies and Regulation:**

UCF 2-008 Internal Control Policy

UCF 2-107.2 Signatory Authority Policy

UCF 3-200.1 Receipt and Deposit of Funds by Departments

UCF 4-002.2 Use of Information Technology and Resources

UCF-7.130 Administration and Finance; Purchasing

## FLORIDA CODE OF ETHICS FOR PUBLIC EMPLOYEES

As employees of a public institution we are each subject to the [Florida Statutes Chapter 112, part III Code of Ethics for Public Officers and Employees](#), also referred to as the state ethics laws. These laws are intended to ensure that we conduct ourselves independently and impartially, and do not use our public position for private gain. We are each expected to be familiar with the requirements in the state ethics laws and to refrain from engaging in any activity that creates a conflict of interest or a bias in decision-making, or that gives the appearance of a conflict or bias. The requirements apply to all of us, and include the following prohibited actions or conduct:

### **Solicitation and Acceptance of Gifts.**

Employees may not solicit or accept anything of value, such as a gift, loan, reward, promise of future employment, favor, or service that is based on an understanding that their vote, official action, or judgment will be influenced by such gift.

### **Unauthorized Compensation.**

Employees, their spouses, and minor children may not accept any compensation, payment, or thing of value when they know, or should know, that it is given to influence a vote or other official action.

### **Misuse of Public Position.**

Employees may not use or attempt to use their official position or any property or resource that is within their trust to obtain special privilege, benefit, or exemption for themselves or others.

### **Disclosure or Use of Information.**

Employees (including former employees) may not disclose or use information not available to the public and obtained by the reason of their position for their personal benefit.

### **Doing Business with One's Agency.**

Employees, acting in their official capacity, are prohibited from directly or indirectly purchasing, renting, or leasing any realty, goods, or services for UCF from a business entity in which the employees or their spouses or children serve as an officer, partner, director, or proprietor, or owns more than a 5% interest. Employees, acting in their private capacity, are also prohibited from renting, leasing, or selling any realty, goods, or services to UCF.

### **Conflicting Employment or Contractual Relationship.**

Employees may not work for or contract with a business entity or agency regulated by or doing business with UCF. Our employees also may not work for or have a contractual arrangement which will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties or that will impede the full and faithful discharge of their public duties.

### **Contractual Services: Prohibited Employment.**

Employees who participate in the decision-making process involving a purchase request, who influence the content of any specification or procurement standard, or who render advice, investigation, or auditing regarding our contract for services, may not be employed by a person holding such a contract with UCF.

## Q&A

### **How do I know if a company is doing business with or plans to do business with UCF?**

You are required to confirm with the company before engaging in any employment or contractual arrangement.

### **If I own a business, can I sell products or provide services to UCF?**

No, not unless you meet one of the state exemptions and receive approval.



## AVOIDING CONFLICTS

### Conflicts of Interest and Commitment

Our professional allegiance must always be to the university. When our loyalty is tempted, or when our personal interests – family, friendships, financial, or social factors – could compromise our judgment, decisions, or actions in the workplace, then a conflict can arise. Simply put, conflicts of interest are a clash between interests and requirements. A conflict of commitment occurs when we spend so much time on our outside activities that our work at UCF suffers. Some situations where a conflict can occur:

- You or your family member either work for a company, or have an ownership interest in a company, that is doing business with UCF
- You use your position to seek employment for your relative
- You accept gifts from companies either doing business with UCF or that want to do business with UCF
- You use university time or resources to support your outside activities
- You work full time for a company while trying to maintain your full time employment at UCF
- You use university students to support your outside activities

### Accepting Gifts

Gifts offered directly to an employee engaged in a working relationship in his or her official capacity with a vendor are frequently offered to create or maintain a favorable opinion of the vendor to retain or gain our business. As employees of a public institution, the state ethics laws prohibit us from accepting these types of gifts. For that reason, even when it seems to benefit the university, gifts including meals and complimentary registration offered by vendors to employees where there is a working relationship, regardless of the value, are not permitted and may not be accepted. Employees are encouraged to contact [University Compliance, Ethics, and Risk](#) when there is any doubt about whether a gift is allowable. Gifts of nominal value such as small items at vendor tables including pens or candy offered to everyone, and not targeted to our employees, are generally permitted.

### Q&A

#### **What if I leave UCF to work for a company after participating in the process to award the company a contract?**

Resigning employees working for a company (without UCF's written permission) during the life of the contract subjects the company to termination of the contract at our sole discretion.

### Related Policy and Regulation:

UCF 2-009 Gifts and Honoraria

UCF-3.018 Conflict of Interest or Commitment; Outside Activity or Employment

### Solicitation on Campus

The distribution or display of printed material, merchandise, or products designed to publicize, advertise, or encourage the purchase, use, or rental of property, product, merchandise, publication, or service is a solicitation. Employees must not engage in any activity considered solicitation while on campus without first receiving proper approvals from [UCF Business Services](#).

### Q&A

#### **May I use my university email to invite friends and co-workers to purchase items from my jewelry party or to participate in a fantasy football game?**

No. This is considered solicitation and is not permitted. Remember, your UCF email is for university business only.

### Political Activities

Supporting candidates or issues of our choice and participating in the democratic process is a privilege of citizenship, but we all must be careful to not in any way associate these activities as formal representation or endorsement by the university. Employees may run for public office or participate in appointed public service, but it is incumbent on the employee to demonstrate to his or her supervisor that no conflict of interest or conflict of commitment exists. If the elected or appointed public position adversely affects the duties and responsibilities of your university position, appropriate adjustment in compensation, length of contract, or prescribed duties shall be agreed to in writing and approved by the president or his or her designee.

#### Related Policy and Regulation:

UCF 2-600 Political and Campaign Activities

UCF-4.010 Solicitation on Campus

### Relationships in the Workplace

While consensual amorous relationships may seem harmless, they can create a conflict in the workplace by adversely affecting decisions, distorting judgment, and undermining workplace morale for all employees. This is particularly true where the relationship is one of unequal power (i.e., where one of the individuals in the relationship has a professional responsibility toward the other, such as in the context of instruction, advisement, or supervision). For this reason, employees in a supervisory position are prohibited from pursuing or engaging in an amorous relationship with anyone whom they supervise. Romantic partners, including spouses, will be separated for purposes of evaluation and direct supervision. Similarly, employees are prohibited from pursuing or engaging in an amorous relationship with any undergraduate student. With respect to graduate students, employees are prohibited from pursuing or engaging in an amorous relationship with a graduate student under that individual's authority. An "amorous relationship" is defined as an intimate, sexual, or any other type of amorous encounter or relationship, whether casual or serious, short-term or long-term.

Because the employment of any relative (includes persons who intend to marry or with whom the employee intends to form a domestic partnership or other intimate relationship) creates a potential or real conflict of interest, relatives are not permitted to be employed by, transferred to, or promoted within a single unit, department, or college where a direct or indirect supervisory relationship or conflict of interest exists, or any situation which places relatives in a foreseeable conflict between the interests of the university and the interests of the relatives.

#### Q&A

#### Why is the university getting involved in amorous relationships?

Employees working with students must be aware that amorous relationships with students are likely to lead to difficulties and have the potential to place employees at great personal and professional risk. The power difference between employees as compared to students means that any amorous relationship between an employee and a student is potentially exploitative or could at any time be perceived as exploitative. Employees engaged in such relationships also need to be aware that they may unexpectedly be placed in a position of responsibility for the student's instruction or evaluation.

Amorous relationships between supervisors and their subordinate employees often adversely affect decisions, distort judgment, and undermine workplace morale for all employees, including those not directly engaged in the relationship. This can lead to claims of favoritism, bias and collusion.

As we look to our peer and aspirant institutions and major employers across the nation, we see that we are not alone in our institutional decision to prohibit such relationships.

#### Related Policies:

UCF 2-004 Prohibition of Discrimination, Harassment and Related Interpersonal Violence

UCF 3-008.2 Employment of Relatives

## OUTSIDE ACTIVITY AND CONFLICT OF INTEREST AND COMMITMENT DISCLOSURE

Having a conflict is not always unlawful or prohibited. Some conflicts can be mitigated or managed, which is why disclosing all activities is important.

The process of disclosing outside activities for review and approval protects us from unknowingly violating a state or federal law, and protects our credibility and reputations by providing a transparent system of disclosure, approval, and documentation of outside activities that might otherwise raise concerns of a conflict of interest or commitment.

At the beginning of the academic year a disclosure is required of all faculty, executive staff, post-doctoral employees, and select individuals in university positions of trust, or other employee types engaged in the design, conduct, and reporting of research at UCF. Employees who do not meet one of the employee types subject to the annual disclosure are required to submit a report prior to the initiation of an outside activity or employment. Information on the disclosure requirements and the forms used for disclosure are located on the websites for [University Compliance, Ethics, and Risk](#) and the [Office of Research and Commercialization](#).

### Q&A

#### **How do I know which activities I am required to list in my outside activity disclosure?**

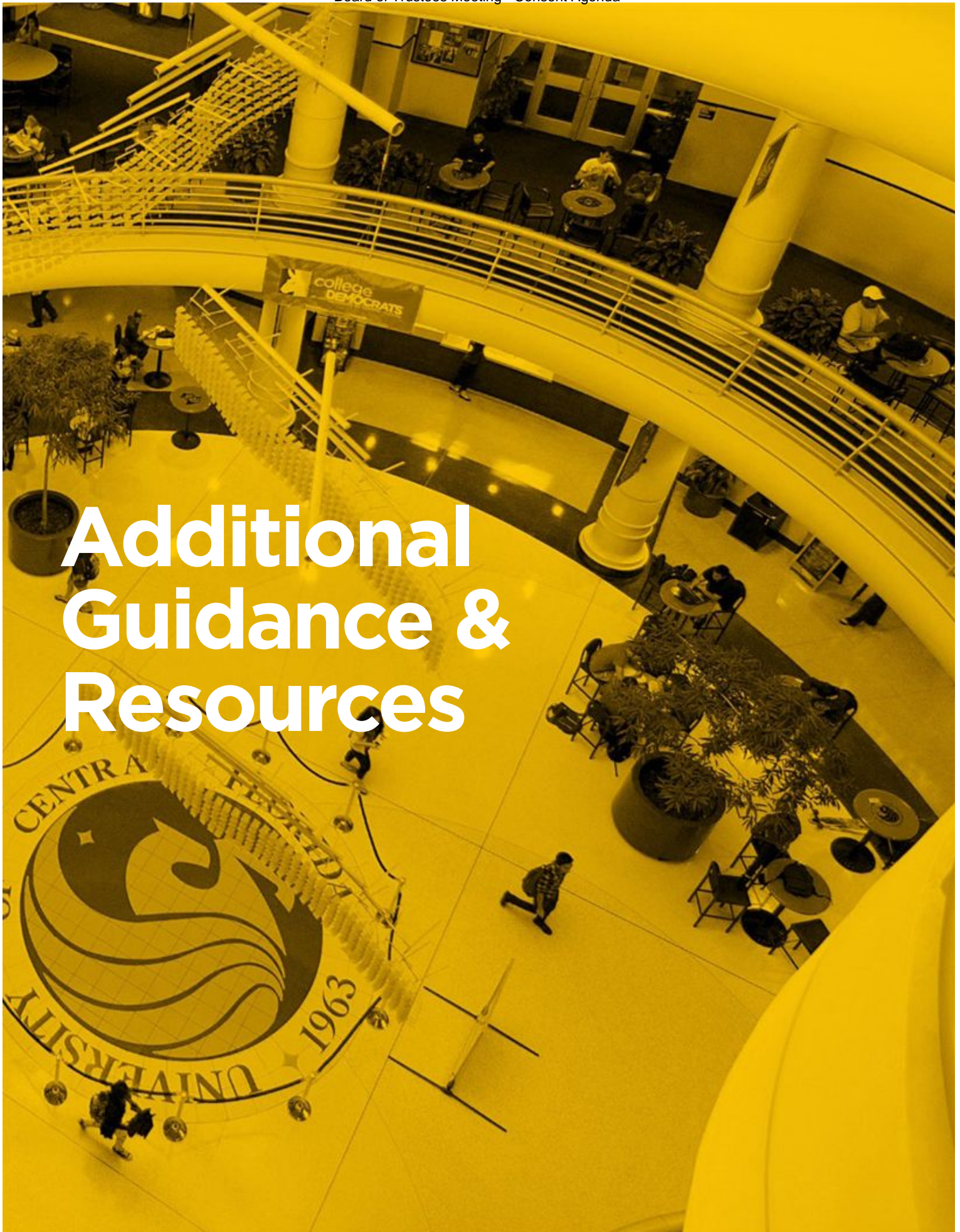
Activities that meet the definition of an outside activity are required to be disclosed in advance of starting the activity. This includes any compensated or uncompensated secondary employment or activity, private practice, private consulting, teaching, research, or other activity that is not part of your assigned duties at the university.

#### **Related Policy and Regulation:**

UCF-3.018 Conflict of Interest or Commitment; Outside Activity or Employment

UCF 4-504.2 Reporting a Potential Conflict of Interest or Conflict of Commitment in Research





# Additional Guidance & Resources

## ETHICAL DECISION-MAKING

Following our UCF Ethical Standards, ask yourself – will the decision I make demonstrate:

### 1. Honesty and Integrity

Am I being fair and honest, avoiding actual or perceived conflicts of interests or commitments?  
Am I being transparent?

### 2. Respect

Am I being respectful to the ideas of others, embracing and valuing diversity and ensuring that I am not taking advantage of others?

### 3. Responsibility and Accountability

Am I certain that this action is legal and ethically sound?

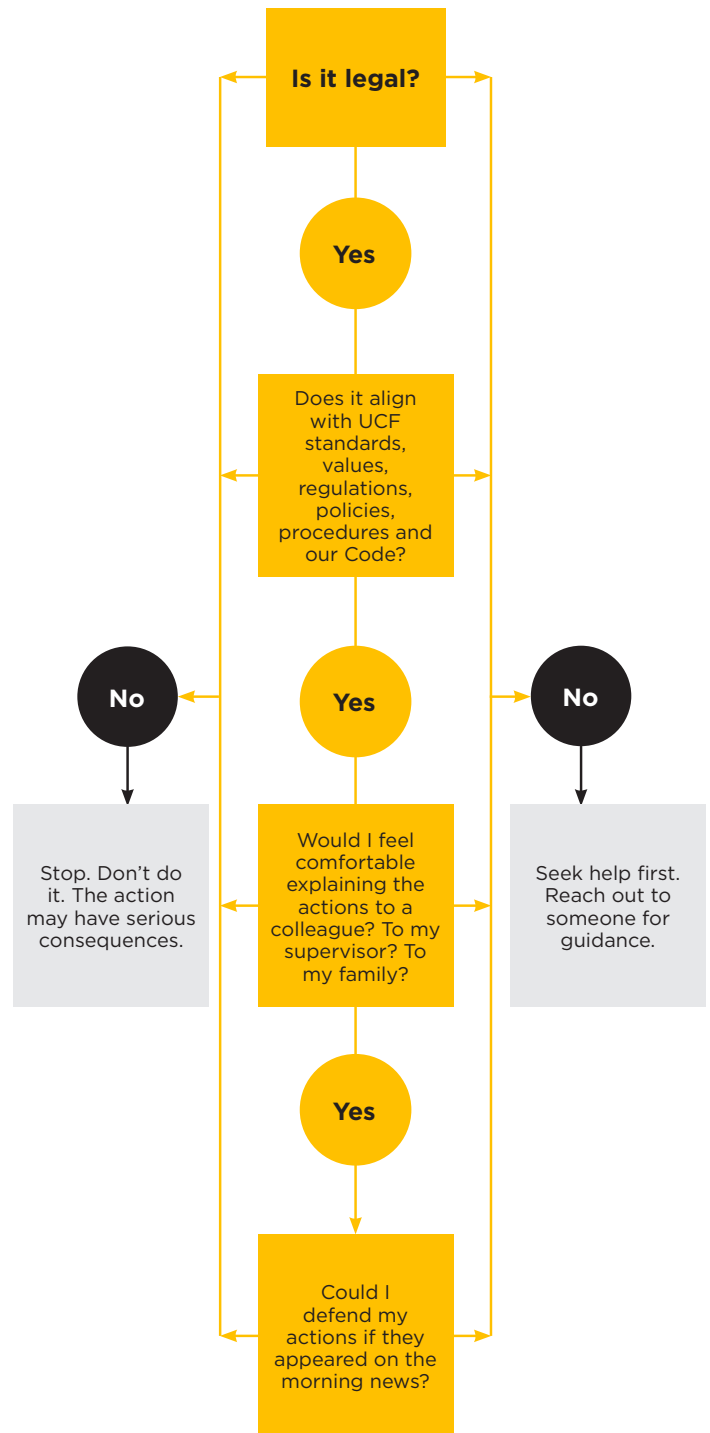
### 4. Stewardship

Am I using the university's resources to carry out my responsibilities to the university, or will this use provide me some personal benefit?

For more guidance, refer to the [Framework for Ethical Decision Making](#).

If you are still uncertain of the right thing to do in a given situation and need more assistance, consult with your supervisor, compliance partner of the related compliance area, [University Compliance](#), [Ethics](#), and [Risk](#), or submit an inquiry through the [UCF IntegrityLine](#).

**If unsure, ask yourself:**







## UNIVERSITY CONTACTS

You are encouraged to contact your immediate supervisor or department management for more information on this UCF Employee Code of Conduct. You may also contact the compliance partner responsible for the related area of compliance.

For a list of compliance partners and a link to the CEAC, [click here](#). University Compliance, Ethics, and Risk is also available by telephone (407) 823-6263, email [complianceandethics@ucf.edu](mailto:complianceandethics@ucf.edu), or visit [UCF Compliance](#) for more information.

## UCF INTEGRITYLINE

If you are uncomfortable using other resources, are unsure who to contact, or want to raise a question or concern anonymously, use the UCF IntegrityLine. The IntegrityLine is available 24 hours a day, 365 days a year on [UCF IntegrityLine website](#), or by calling 1-855-877-6049 toll-free.

Please note that the UCF IntegrityLine is not a 911 or Emergency Service, and you may not receive an immediate response. If you require emergency assistance, please contact your local authorities or call 911.

## FAQS

### **What is the purpose of the UCF Employee Code of Conduct?**

The purpose of the UCF Employee Code of Conduct is to provide employees with a resource that summarizes many of our university policies and regulations, as well as state and federal regulations that apply to the university, and the ethical standards which employees are expected to follow. If you have questions, you can talk with your immediate supervisor, department manager, the Human Resources department, or University Compliance, Ethics, and Risk.

### **To whom does the Code of Conduct apply?**

The UCF Employee Code of Conduct applies to all employees including senior leadership, faculty, and staff members. The Student Code of Conduct outlines expectations for students.

### **What if some of my personal beliefs are in conflict with some of UCF's policies?**

We do not seek to change the personal beliefs of our employees. However, we do define expectations of how employees should behave in the workplace through our Employee Code of Conduct and university policies. These, in turn, are based on our ethical standards.

### **What happens if I accidentally violate our Code of Conduct, another policy, or a law/regulation?**

It really depends; every situation is different. Employee misconduct, whether intentional or accidental, will be reviewed by management to ensure proper resolution and/or disciplinary measures are carried out in accordance with UCF policy.

### **Will I be protected from disciplinary measures if I document and prove that a higher-ranking employee asked me to circumvent or break a law, regulation, or policy?**

No, you must never engage in behavior that knowingly violates any law, regulation, or policy. If you feel you are being pressured to do something unethical, do not follow through and report your concern immediately. Refer to Asking Questions, Raising Concerns for reporting options.

### **To whom should I report a violation or suspected violation of the UCF Employee Code of Conduct?**

If you suspect that any member or affiliate member of our UCF community has violated any policy, regulation, or portion of the UCF Employee Code of Conduct, you have a responsibility to report it to the proper person in charge. You may contact the immediate supervisor, department manager, Human Resources department, or University Compliance, Ethics, and Risk to discuss and/or voice any questions or concerns. Employees reluctant to report through one of these avenues are encouraged to use the [UCF IntegrityLine](#).

If you become aware of an incident of sex or gender-based discrimination or harassment, sexual harassment, sexual assault, sexual exploitation, relationship violence, or stalking that involves any student and you are not a confidential employee (employee who is entitled to have privileged communications under state law), you must immediately report the incident to the Office of Institutional Equity or Title IX Coordinator (407-823-1336; [oiie@ucf.edu](mailto:oiie@ucf.edu); 12692 Gemini Blvd. S., Suite 123, Orlando, FL). More information on this requirement is available on the [UCF Shield website](#).



## Appendix G



Office of the President

<b>SUBJECT:</b> University Policy Development	<b>Effective Date:</b> 1/4/2016	<b>Policy Number:</b> 2-001.5
	<b>Supersedes:</b> 2-001.4	<b>Page      Of</b> 1            4
	<b>Responsible Authority:</b> Chief Compliance and Ethics Officer	

**DATE OF INITIAL ADOPTION AND EFFECTIVE DATE 2/1/2004**

#### **APPLICABILITY/ACCOUNTABILITY**

These guidelines on university policies and related procedures are applicable to all members of the university community.

#### **POLICY STATEMENT**

The University of Central Florida is governed by state and federal statutes, regulations of the Florida Board of Governors, and university regulations. The university must adopt policies and related procedures to dictate and guide the operations of the university when statutes, rules, and regulations do not provide specific guidance or do not offer procedures or implementation directives necessary for efficient university operations.

The University of Central Florida Policies and Procedures Manual is the official repository of university policies and related procedures. It may be reviewed online at <http://www.policies.ucf.edu>.

#### **DEFINITIONS**

**Minor Revisions.** Minor revisions are those changes that do not alter the scope or application of an existing policy and, therefore, do not require approval by the University Policies and Procedures Committee. Examples of minor revisions include, but are not limited to, title changes for individuals or departments, spelling corrections, address changes, form changes, and procedural changes.

**Policy.** A statement of management philosophy or practice established to provide direction and assistance to the university community in the conduct of university business or activities that directly and substantially affect multiple units, departments, or divisions with respect to their operations at the university. Policies must not conflict with statutes, rules, or regulations applicable to the university. Policies may include related procedures.

**Stakeholder.** A person, unit, department, or division within the university community interested in the terms and operation of the policy because it directly affects their role, responsibilities, and/or operations at the university.

**University Policies and Procedures Committee.** A committee designated and appointed by the president to act as the central body for making recommendations regarding the creation, updating, and management of university policies. This committee will include the chief compliance and ethics officer, the chief human resources officer or his or her designee, and other representatives appointed by the president. The general counsel or his or her designee and the chief audit executive or his or her designee will serve ex-officio on this committee in a non-voting capacity. The chief compliance and ethics officer serves as the chair of this committee.

## PROCEDURES

### A. Initiation of Policies

The need for a new policy or the revision or elimination of an existing one is identified by the president, a vice president, or a representative of the University Policies and Procedures Committee.

- (1) Working with a representative of the committee, the appropriate vice president(s) or their designees, oversees the creation of a draft of the policy following the guidelines described in B. The vice president who sponsors the policy is the *initiating authority*.
- (2) When the initiating authority has a working draft of the new policy, he or she should review that draft with stakeholders and should take their comments into account when preparing the draft for presentation to the committee.
- (3) All policies must be reviewed by the General Counsel's Office and the University Compliance, Ethics, and Risk Office prior to submission to the University Policies and Procedures Committee.
- (4) Policies submitted to the University Policies and Procedures Committee will be published for two weeks in the policies and procedures library for review and comment by the university community.
- (5) Comments will be provided to the University Policies and Procedures Committee and the initiating and responsible authority for consideration.
- (6) When the committee feels that the proposed policy is in an acceptable form, the chair of the University Policies and Procedures Committee will forward the final draft to the president for review and approval.
- (7) Once the president has approved the policy, the chair of the committee will incorporate it into the Policies and Procedures Manual.

B. Instructions for Drafting University Policies

Policies and related procedures must be submitted on the policy template listed under FORMS and must include the following information:

- The subject of the policy
- The responsible authority for the policy (division or department head, for example; by title, not name)
- Applicability or Accountability
- Policy Statement
- Definitions
- Procedures, if any are needed, to implement the policy
- The initiating authority for the policy (president, vice president, or University Policies and Procedures Committee—no others may initiate policy)

Policies and procedures may also contain the following information as necessary:

- General policy or preamble summarizing policy
- Background information
- Related information
- Related documents
- Forms
- Contacts

C. Review and/or Revision of Existing Policies

Each university policy must be reviewed annually by the responsible authority and by the committee every five (5) years to ensure that it remains current and relevant.

Revisions to a policy must be submitted to the University Compliance, Ethics, and Risk Office for review and submission to the University Policies and Procedures Committee. Revised policies will be published for two weeks for review and comment by the university community prior to consideration by the University Policies and Procedures Committee. Minor revisions do not require approval and may be requested at any time during the life cycle of a policy.

D. Dissemination of Information about New or Revised Policies

A university policy may be announced by email or released in a memorandum by the initiating authority. However, the policy must be provided in the form signed by the president and found in the Policies and Procedures Manual located at <http://www.policies.ucf.edu>.

E. Maintenance of the Policies and Procedures Manual

The chief compliance and ethics officer will maintain the Policies and Procedures Manual and publish policies for comment by the university community.



## FORMS

- (1) Policy Template

## RELATED INFORMATION

Colleges, centers, institutes, and units may have policies and procedures specific to their operations, but those will not be included in the university's Policies and Procedures Manual. Any such policies and procedures must not conflict with statutes, regulations of the Board of Governors, and university regulations or policies.

## CONTACTS

Please direct questions related to this policy to the University Compliance, Ethics, and Risk Office.

## INITIATING AUTHORITY

Vice President and Chief of Staff

POLICY APPROVAL (For use by the Office of the President)	
Policy Number: <u>2-100.5</u>	
Initiating Authority: <u></u>	Date: <u>12-22-15</u>
University Policies and Procedures Committee Chair: <u></u>	Date: <u>12/21/15</u>
President or Designee: <u></u>	Date: <u>1/7/16</u>

History 2-001 2/1/2004, 2-001.1 8/4/2004, 2-001.2 9/20/2004, 2-001.3 10/18/2006, 2-001.4 10/31/2013

2-001.5 *University Policy Development 4*

## Appendix H



Office of the President

<b>SUBJECT:</b> University Regulation Development	<b>Effective Date:</b> 9/2/2014	<b>Policy Number:</b> 2-101.1	
	<b>Supersedes:</b> 2-101	<b>Page</b> <b>1</b>	<b>Of</b> <b>3</b>
	<b>Responsible Authority:</b> Vice President and General Counsel		

**DATE OF INITIAL ADOPTION AND EFFECTIVE DATE 2/18/2008****APPLICABILITY/ACCOUNTABILITY**

This policy applies to all units, colleges, and divisions of the University of Central Florida that make policy on behalf of the university or the specific unit, college, or division.

**POLICY STATEMENT**

When a unit, college, or division of the University of Central Florida, or the University of Central Florida Board of Trustees, makes a statement of general applicability that implements, interprets, or prescribes the duties and powers of the Board of Trustees in relation to the conduct or action of constituents or the public, that statement must be prepared as a university regulation and approved by the Board of Trustees or its designee.

**BACKGROUND INFORMATION**

The University of Central Florida Board of Trustees is charged with the administration of the University of Central Florida, including the adoption of regulations that explain to its constituents and the public how the powers and duties of the Board are implemented. Recognizing the benefit of creating a system-wide procedure for the adoption of such pronouncements, in July 2005 the Florida Board of Governors approved a procedure for the adoption, amendment and repeal of university regulations in the Regulation Development Procedure for State University Boards of Trustees.

## DEFINITIONS

**Internal management memoranda.** Statements, such as policies or memoranda, adopted by the university or a division or unit thereof, or by the Board of Trustees, that do not affect the private interests of any person and which have no application outside the University of Central Florida. For example, a policy that requires the approval of the department head to initiate payment to a vendor is a matter of internal management.

**Select university regulation.** A term adopted by the Board of Governors to refer to a university regulation that pertains to student tuition and fees, admissions, and articulation. Select university regulations require approval by the Florida Board of Governors prior to taking effect.

**University regulation.** University regulations are statements of general applicability adopted by the Board of Trustees (or its designee) to implement its powers and duties in relation to the conduct or action of constituents or the public. University regulations must be consistent with law and the resolutions, rules, and strategic plan of the Florida Board of Governors. University regulations do not include the following:

- internal management memoranda
- legal memoranda, opinions, and guidelines
- preparation of the budget
- negotiated contractual provisions, including those reached as a result of collective bargaining
- curriculum and other academic requirements

## PROCEDURES

When a unit, college, division, or the Board of Trustees identifies a need to make a written statement to inform the general public of how a power or duty of the Board of Trustees is to be exercised, the Office of the General Counsel should be consulted to prepare a draft regulation. This draft regulation will be forwarded to the Office of the President for review and approval prior to presentation to the University of Central Florida Board of Trustees or its designee. If the draft regulation is approved by the Board, then it will be considered a proposed regulation. The procedure is identical for proposed amendments to or repeals of existing university regulations.

The Office of the General Counsel will process all proposed university regulations, as well as all proposals to amend or repeal university regulations. The Office of the General Counsel will process all such proposals in accordance with the procedures adopted by the Florida Board of Governors for the development of university regulations.

As the designee of the Board of Trustees, the president can approve and enact most university regulations. Select university regulations must be approved by the Board of Trustees and then by the Florida Board of Governors.

## RELATED DOCUMENTS

Regulation Development Procedure for State University Boards of Trustees, available at [www.regulations.ucf.edu](http://www.regulations.ucf.edu).

## CONTACTS

Office of the General Counsel, 4365 Andromeda Loop, Millican Hall 360, Orlando, Florida, 32816-0015; (407) 823-2482.

**INITIATING AUTHORITY** Vice President and General Counsel

POLICY APPROVAL (For use by the Office of the President)	
Policy Number: 2-101.1	
Initiating Authority: <u></u>	Date: <u>8/28/14</u>
University Policies and Procedures Committee Chair: <u></u>	Date: <u>8/26/2014</u>
President or Designee: <u></u>	Date: <u>9/2/14</u>

*2-201.1 University Regulation Development 3*

## Appendix I



Office of the President

<b>SUBJECT:</b> Reporting Misconduct and Protection from Retaliation	<b>Effective Date:</b> 9/3/2014	<b>Policy Number:</b> 2-700
	<b>Supersedes:</b>	<b>Page      Of</b> <b>1          6</b>
	<b>Responsible Authority:</b> Chief Compliance and Ethics Officer	

**APPLICABILITY/ACCOUNTABILITY**

This policy applies to all members of the university community, including individuals and companies that conduct business with the university.

**POLICY STATEMENT**

The University of Central Florida is committed to a culture of integrity, compliance, and accountability that encourages the highest standards of ethical behavior. Members of the university community are therefore expected to conduct all university activities and business in an honest, ethical, and lawful manner. When members of the university community become aware of or have reason to suspect university activities and business are not conducted according to these expectations, UCF expects and encourages members of the university community to make good faith reports of suspected misconduct.

Because the university expects all reports of misconduct to be made in good faith, an employee who knowingly makes a false report or provides false information during an investigation may be subject to disciplinary action up to and including termination.

Retaliation against anyone who, in good faith, reports misconduct, or who participates in an investigation of misconduct, is strictly prohibited. The university will take all reasonable and necessary actions to protect members of the university community who have filed good faith reports of misconduct. Disciplinary action resulting from self-reported misconduct is not considered to be an act of retaliation.

## DEFINITIONS

**Good Faith Report.** A report of suspected misconduct made without malice to a supervisor, through central or administrative offices, to the UCF IntegrityLine, or directly to the University Compliance, Ethics, and Risk Office. For a report to be made in good faith, the reporting person should have reasonable cause to believe that the reported information is true.

**Misconduct.** Any violation of law, regulation, statute, UCF regulation, policy, procedure, guideline, and/or standard of conduct, whether intentional or inadvertent.

**Retaliation.** An adverse or credible threat of an adverse employment action taken against an employee as a result of submitting a good faith report of misconduct, or participating in a misconduct investigation. Types of retaliation can include dismissal from employment, demotion, loss of salary or benefits, transfer or reassignment, denial of an earned promotion, and unwarranted written notice or negative performance review. Less obvious forms of retaliation can include excluding the employee from meetings, withholding critical information necessary for the employee to perform his or her job, publicly ridiculing the employee, or allowing the employee's peers to create an atmosphere that is not conducive for the employee to perform well. A causal relationship between good faith participation in the reporting or investigation of misconduct and an adverse action is needed to demonstrate retaliation has occurred.

## PROCEDURES

The following options for making good faith reports of misconduct are available to members of the university community. Students not employed by UCF should use the resources available from the Student Development and Enrollment Services division, a list of resources are available at <http://www.sdes.ucf.edu/> (both options are available to students employed by UCF).

### I. When to Report

Individuals, who in good faith believe that a violation of law, regulation, statute, UCF regulation, policy, procedure, guideline, and/or standard of conduct has occurred, or will occur, are expected and encouraged to promptly make a report of such suspected misconduct. Individuals do not need to have details of the law or policy to suspect misconduct. It is better to report the suspected misconduct than to remain silent.

### II. Where to Report - Options

Individuals may choose to report suspected misconduct to their supervisors, through central or administrative offices, to the UCF IntegrityLine, or directly to the University Compliance, Ethics, and Risk Office. Details on each are provided below. Note that these reporting channels should not be used for reporting emergencies. Emergencies should be reported using 911.

### ***1. Supervisors***

Reports of suspected misconduct should normally be raised first with an individual's supervisor, or appropriate college, department, or unit administrator. Colleges and departments usually are most familiar with the issues and personnel involved and, therefore, may be best suited to address a concern. Supervisors receiving reports of potential fraud should contact University Audit for guidance and investigation.

### ***2. Central Offices***

In some cases, an individual may feel uncomfortable raising a report of misconduct at the college or department or other similar administrative unit level due to the nature of the subject matter or because of other legitimate considerations that suggest an alternative reporting process may be more appropriate. In such instances, the individual may report suspected misconduct through a central university office having specialized expertise relating to the concern, such as:

- Office of the Provost (noncompliance with academic regulations)
- Human Resources (A&P, USPS, and OPS employee relations issues)
- Faculty Relations (faculty, including adjunct faculty noncompliance)
- University Audit (potential fraud and internal control issues)
- Athletics Compliance (NCAA violations)
- Research Ethics and Compliance (falsification, fabrication, plagiarism in research)
- Office of Equal Opportunity and Affirmative Action, Title IX coordinator (discrimination, sexual harassment)

### ***3. University Compliance, Ethics, and Risk Office***

Individuals may also report suspected misconduct by contacting the University Compliance, Ethics, and Risk Office directly by calling the chief compliance and ethics officer at 407-823-6263, by email to [complianceandethics@ucf.edu](mailto:complianceandethics@ucf.edu), by mail to 4365 Andromeda Loop N., MH 328, Orlando, Florida, 32816, or in person at Millican Hall #328.

### ***4. UCF IntegrityLine***

Individuals reluctant to report suspected misconduct directly to their supervisors or through university administrative or central offices are encouraged to use the UCF IntegrityLine. The UCF IntegrityLine is administered by a third-party vendor, NAVEX Global, and offers individuals the option to report anonymously.

The IntegrityLine is operated 24 hours a day, 365 days a year, and can be reached by using the secure Web Reporting System located at: [www.ucfintegrityline.com](http://www.ucfintegrityline.com), or by calling 1-855-877-6049 toll-free. IntegrityLine reports will be processed by EthicsPoint and sent to the University Compliance, Ethics, and Risk Office to address appropriately.

### ***Reporting Child Abuse, Neglect, and Abandonment***

Florida Statutes require any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected to report such knowledge or suspicion to the Department of Children and Families (DCF), regardless of where it occurs.

In addition, Florida Statutes and Board of Governors Regulation, requires the UCF Police Department and certain administrators (president, provost, senior/executive vice presidents, vice presidents, associate vice presidents, associate/vice provosts, deans, chief of police, equal opportunity programs director, intercollegiate athletics director, internal audit director, Title IX coordinator, and university compliance officer) upon receiving information from faculty, staff, or other institutional employees of known or suspected child abuse, abandonment, or neglect committed on university property, or during a university-sponsored event or function to report such knowledge or suspicion to the Department of Children and Families (DCF).

The law further prohibits UCF administrators from knowingly and willfully preventing another person from reporting such activity.

Report to the Department of Children and Families (DCF) by:

- Fax 1-800-914-0004 (Form available at <http://www.dcf.state.fl.us/programs/abuse/docs/faxreport.pdf>)
- Web <https://reportabuse.dcf.state.fl.us/>
- Florida Abuse Hotline 1-800-96ABUSE (1-800-962-2873)  
(Or TDD: 1-800-453-5145)

**If a child is in imminent danger, dial 911 first and then report to DCF.**

#### ***Ombuds Office***

The University Ombuds Office, an informal, independent, confidential, neutral office that offers assistance and impartial advice regarding concerns related to UCF, is a resource for individuals unsure of which avenue to take. Communication to this office, however, does not constitute notice to UCF. The Ombuds Office will NOT contact the University Compliance, Ethics, and Risk Office and therefore individuals seeking advice from the Ombuds Office will ultimately need to report suspected misconduct using one of the methods described above. Contact information for the Ombuds Office is available at <http://www.ombuds.ucf.edu/>.

### **III. Protection from Retaliation**

Individuals who believe they have been subjected to acts of retaliation may file a written or verbal complaint with the University Compliance and Ethics Officer or through the UCF IntegrityLine. The University Compliance, Ethics, and Risk Office is responsible for conducting an investigation and/or contacting the appropriate university offices for review and disposition of the report per applicable university policy or the Collective Bargaining Agreement.

### **RELATED DOCUMENTS**

UCF Policy 2-800 Fraud Prevention and Detection: <http://policies.ucf.edu/documents/2-800FraudPreventionandDetectionFINAL.pdf>



UCF Policy 4-211 Research Misconduct: <http://policies.ucf.edu/documents/4-211ResearchMisconductFinalonLetterhead11-16-11.pdf>

2012-2015 BOT-UFF Collective Bargaining Agreement Article 20.12  
[http://www.collectivebargaining.ucf.edu/CBA/2012-2015CBA\\_reopener.pdf](http://www.collectivebargaining.ucf.edu/CBA/2012-2015CBA_reopener.pdf)

Florida Statutes §§112.311-.326, Code of Ethics for Public Officers and Employees Sections  
[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0100-0199/0112/0112PARTIIIContentsIndex.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/0112PARTIIIContentsIndex.html)

Florida Statutes §112.3187, Florida Whistle Blower Act:  
[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0112/Sections/0112.3187.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0112/Sections/0112.3187.html)

Florida Statutes §39.201, Proceedings Related to Children:  
<http://www.flsenate.gov/Laws/Statutes/2012/39.201>

Florida Statutes §39.203, Proceedings Related to Children:  
<http://www.flsenate.gov/Laws/Statutes/2012/39.203>

Florida Statutes §39.205, Proceedings Related to Children:  
<http://www.flsenate.gov/Laws/Statutes/2012/39.205>

Florida Board of Governors Regulation 3.002 Penalties for Failure to Report Child Abuse:  
[http://www.flbog.edu/documents\\_regulations/regulations/Regulation3\\_001FINALPenaltiesForFailuretoReportChildAbuse.pdf](http://www.flbog.edu/documents_regulations/regulations/Regulation3_001FINALPenaltiesForFailuretoReportChildAbuse.pdf)

## CONTACTS

University Compliance, Ethics, and Risk Office, 4365 Andromeda Loop N. MH 328, Orlando, FL 32816-0001. (407) 823-6263. [complianceandethics@ucf.edu](mailto:complianceandethics@ucf.edu)

## INITIATING AUTHORITY

Vice President and Chief of Staff

POLICY APPROVAL (For use by the Office of the President)	
Policy Number: 2-700	
Initiating Authority: <u>John Hill</u>	Date: <u>9-2-14</u>
University Policies and Procedures Committee Chair: <u>Ronald Bishop</u>	Date: <u>8/26/2014</u>
President or Designee: <u>John C. Hill</u>	Date: <u>9/3/14</u>

*2-700 Reporting Misconduct and Protection from Retaliation 6*

## Appendix J



Office of the President

<b>SUBJECT:</b> Fraud Prevention and Detection	<b>Effective Date:</b>  12/22/2014	<b>Policy Number:</b>  2-800.1
	<b>Supersedes:</b>  2-800	<b>Page      Of</b> <b>1          5</b>
	<b>Responsible Authority:</b> Chief Audit Executive, University Audit	

**DATE OF INITIAL ADOPTION AND EFFECTIVE DATE** 10-17-2007

#### **APPLICABILITY/ACCOUNTABILITY**

This policy applies to all members of the university community, including Direct Support Organizations (DSO) along with individuals and companies in relation to their business activities with the university.

#### **POLICY STATEMENT**

The university is committed to the highest standards of ethical behavior. Acts of fraudulent behavior can be costly and may erode the public's trust and confidence in the integrity of the institution. It is the policy of the university to proactively exercise due diligence in the prevention and detection of fraud and objectively and independently investigate any misuse of university resources and any suspected acts of fraud, theft, corruption, waste, or abuse (collectively referred to as "fraud" for the remainder of this policy), and to take appropriate disciplinary or legal action.

It is the responsibility of each member of the university community to report fraud, waste, or abuse. University Audit is responsible for overseeing and investigating all allegations of defalcation, falsification, misappropriation, and other fiscal irregularities unless the Board of Trustees appoints an external party to perform the investigation. Individuals should not attempt to personally conduct investigations or interviews or discuss allegations with the individuals suspected of fraud.

## DEFINITIONS

**Abuse.** The improper use of something or someone.

**Defalcation.** An amount of funds misappropriated by a person trusted with its charge; also, the act of misappropriation.

**Falsification.** The action of falsifying information.

**Fiscal irregularity.** An occurrence in which there is a shortage or overage of public funds, illegal disbursement(s) resulting from fraud, forgery, alteration of vouchers, improper certification, or other improper practices, or improper accounting for receipts.

**Fraud.** A willful or deliberate act or omission with the intention of obtaining an unauthorized benefit, service, property, or something of value by deception, misrepresentation, or other unethical or unlawful means.

**Misappropriation.** The intentional, illegal use of the property or funds of the university or another person for one's own use or other unauthorized purpose.

**Waste.** An act or instance of using or expending something carelessly, extravagantly, or to no purpose.

## PROCEDURES

### A. Fraud Prevention

All levels of management should become familiar with the types of improprieties that might occur in their areas and be alert for any indication that such a defalcation, falsification, misappropriation, or other fiscal irregularity has occurred. Vice presidents are responsible for ensuring that a system of internal control is established and maintained that provides reasonable assurance that improprieties are prevented. All levels of management should establish and follow controls as applicable for their division or unit. University Audit is available to assist management in recognizing improper conduct and establishing internal controls, and providing fraud awareness.

U.S. Federal Sentencing Guidelines call for organizations to develop reasonable protections against internal and external threats of corruption and fraud. University Audit, with the assistance and active participation of other departments, will periodically perform a fraud risk assessment and advise management of the actions needed to reduce the risk of fraud.

### B. Fraud Detection

Fraud may include but is not limited to the following activities:

- Inappropriate purchases using university funds

- Theft or misuse of university fixed assets or tangible resources
- Misappropriation of funds
- Inappropriate use of contract or grant funds
- Identity theft or misuse of personal identifying information
- Inappropriate receipt of employee benefits
- Authorizing or receiving employee compensation for hours not worked
- Authorizing payments to vendors for goods not received or services not performed
- Establishment of fictitious or non-existent vendors
- Related party transactions
- Kickbacks
- Forgery, destruction, or alteration of documents (checks, time sheets, contracts, purchase orders, leave reports, budgets, etc.)
- Falsification of reports to management or external agencies
- Academic related fraud (grade alteration, bribery, or falsification of data)

Complaints can be made directly or anonymously to University Audit via telephone, email, letter, or in person. In addition, the UCF IntegrityLine is available as an alternative communication channel.

Individuals should not attempt to personally conduct investigations or interviews or discuss allegations with the individuals suspected of fraud.

#### C. Investigation

As part of the investigation process, University Audit is responsible for determining whether allegations fall under the Whistle-blower Act (Section 112.3187, Florida Statutes) and coordinating an evaluation of internal control breakdowns for remediation. To avoid damaging the reputations of innocent persons and to protect the university from potential civil liability, the results of investigations will not be disclosed or discussed with anyone other than those persons who have a legitimate need to know.

Allegations or matters of conduct deemed outside the scope of this policy, such as personnel-related issues or potential scientific research misconduct, may be referred by University Audit to the respective area of management for review and appropriate action.

When an investigation reveals suspected criminal activity or is initiated due to an allegation of criminal activity, the University Police and other law enforcement agencies will be notified, as appropriate. University Audit will also inform and consult with the General Counsel as needed.

Violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal award must be reported to the federal awarding agency or pass-through entity in a timely manner. Failure to properly or timely disclose can result in withholding payments to the university, disallowing costs, termination of the award, suspension, debarment, and restriction from receiving further awards.

University employees must support the university's fiduciary responsibilities and must cooperate with University Audit, University Police, and other law enforcement agencies in the detection, investigation, and reporting of fraudulent or criminal acts, including prosecution of offenders. Failure to cooperate with University Audit or providing false information in an investigation could result in disciplinary action up to and including termination.

The university will not tolerate harassment, victimization, or retaliation against those who report allegations of fraud or assist in an investigation.

#### D. Subsequent Action

Anyone found to have engaged in fraud or fraudulent conduct is subject to disciplinary action by the university up to and including termination or expulsion and civil or criminal prosecution. The university will make every effort to recover losses that result from fraudulent or criminal acts, including investigative costs. In addition, the university will report the employee's fraudulent gains to the Internal Revenue Service in accordance with their regulations for the investigation of tax evasion.

When their investigative costs are not recovered through restitution, litigation, or insurance, University Audit may seek reimbursement from the university department where the fraud occurred.

Employees who knowingly make false accusations are subject to disciplinary action up to and including termination. Anyone who harasses, victimizes, or retaliates against persons reporting fraud or assisting with an investigation is subject to disciplinary action up to and including termination or expulsion.

#### **RELATED DOCUMENTS**

Section 200.113, Code of Federal Regulations, Mandatory disclosures

<http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-113.pdf>.

Section 8B2.1, U.S. Sentencing Guidelines, Effective Compliance and Ethics Program

<http://www.ucdmc.ucdavis.edu/compliance/pdf/ussg.pdf>.

Sections 112.311-.3261, Florida Statutes, Code of Ethics for Public Officers and Employees

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0100-0199/0112/0112PARTIIIContentsIndex.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/0112PARTIIIContentsIndex.html).

Sections 112.3187-.31895, Florida Statutes, Whistle-blower's Act

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0112/Sections/0112.3187.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0112/Sections/0112.3187.html).

UCF Policy 2-700, Reporting Misconduct and Protection from Retaliation

<http://policies.ucf.edu/documents/2-700ReportingMisconductandProtectionfromRetaliation.pdf>

University Audit charter

<http://www.universityaudit.ucf.edu/Charter.asp>.

## CONTACTS

UCF University Audit, 4365 Andromeda Loop N., MH 341, Orlando, FL 32816-0080. Phone: (407) 823-2889. [www.universityaudit.ucf.edu](http://www.universityaudit.ucf.edu)

## INITIATING AUTHORITY

Vice President and Chief of Staff

POLICY APPROVAL (For use by the Office of the President)	
Policy Number: <u>2-800.1</u>	
Initiating Authority: <u>[Signature]</u>	Date: <u>12-18-14</u>
University Policies and Procedures Committee Chair: <u>[Signature]</u>	Date: <u>12/17/2014</u>
President or Designee: <u>[Signature]</u>	Date: <u>12/22/14</u>

## Appendix K

**UCF-3.018 Conflict of Interest or Commitment; Outside Activity or Employment.**

(1) Code of Ethics. The policies and requirements of Chapter 112, Part III, Florida Statutes, “Code of Ethics for Public Officers and Employees,” shall apply to all UCF employees whether or not they are members of a bargaining unit, and includes the following prohibited actions or conduct:

- (a) Solicitation and Acceptance of Gifts. University employees may not solicit or accept anything of value, such as a gift, loan, reward, promise of future employment, favor or service that is based on an understanding that their vote, official action, or judgment will be influenced by such gift.
- (b) Unauthorized compensation. University employees, their spouses and minor children may not accept any compensation, payment, or thing of value when they know, or should know, that it is given to influence a vote or other official action.
- (c) Misuse of Public Position. University employees may not use or attempt to use their official position or any property or resource that is within his or her trust to obtain special privilege, benefit, or exemption for themselves or others.
- (d) Disclosure or Use of Information. University employees (including former employees) may not disclose or use information not available to the public and obtained by the reason of their position for their personal benefit.
- (e) Doing Business with One’s Agency. University employees acting in their official capacity are prohibited from directly or indirectly purchasing, renting, or leasing any realty, goods, or services for the University from a business entity in which the employees or their spouses or children serve as an officer, partner, director, or proprietor, or own more than a 5% interest. Employees, acting in their private capacity, are also prohibited from renting, leasing, or selling any realty, goods, or services to the University.
- (f) Conflicting Employment or Contractual Relationship. University employees may not work for or contract with a business entity or agency regulated by or doing business with the University. Employees also may not work for or have a contractual arrangement which will impede the full and faithful discharge of his or her public duties. Employees may not create a continuing or frequently



recurring conflict between his or her private interests and the performance of his or her public duties.

- (g) Contractual Services: Prohibited Employment. University employees who participate in the decision-making process involving a purchase request, who influence the content of any specification or procurement standard, or who render advice, investigation, or auditing regarding the University's contract for services, may not be employed by a person holding such a contract with the University.

Additionally, Florida Statute 104.31 states that employees may not use their position to interfere with an election, to command, coerce, or advise any other employee to contribute towards any political purpose, or advise where he or she might purchase commodities or interfere in any other way with the personal right of employees. Further, employees may not participate in any political campaign for an election while on duty.

(2) General.

- (a) This regulation applies to all University employees, irrespective of bargaining unit, pay plan, rank, or employment status.
- (b) University employees are expected to fully and competently perform all duties pertinent to their employment. Outside activity or employment which interferes with an employee's obligations to the university or which represents a conflict of interest or commitment is prohibited.
- (c) Employees are required to submit a report of their intention to participate in outside activity or employment in advance of such engagement; and to resubmit such report annually or as required by section (3), below. If in the opinion of the president, or representative, the outside activity or employment creates an actual or potential conflict of interest or interference with the employee's duties, the employee will be notified to resolve the conflict or to provide further information that will allow the university to adequately manage any actual or potential conflict.
- (d) Any employee who wishes to request the use of any university facility, equipment, personnel, or other university resources in connection with an outside activity or employment is required to submit a written request for such use, in

accordance with subsection (3) below. See also University Regulations UCF-4.029 - 4.0294 relating to use of university facilities.

(3) Submission of Reports.

- (a) Faculty, Executive Services, Post-doctoral employees, and select individuals identified in University positions of trust or other employee types engaged in the design, conduct, and reporting of research must submit a report of outside activity or employment and potential conflicts of interest or commitment at the beginning of each academic year, irrespective of whether the employee has any activity or employment to report, using Form AA-21, "Potential Conflict of Interest or Commitment; Outside Activity or Employment Report." This report must be resubmitted during the course of the reporting period should there be a change in activity, such as new outside activity or employment, substantial increase in the commitment required for an outside activity or employment, or change in relationships that could create a conflict of interest. This report should be submitted online using the reporting process set forth by the University Compliance, Ethics, and Risk Office and the Office of Research and Commercialization. Further information is available in the Faculty Handbook, as well as on the web sites for the University Compliance, Ethics, and Risk Office and the Office of Research and Commercialization.
- (b) All other employees must submit a report prior to the initiation of any outside activity or employment, using Form HR-11, "Report of Potential Conflict of Interest, Outside Activity/Employment." This form must be resubmitted during the course of the reporting period should there be a change in activity, such as new outside activity or employment, substantial increase in the commitment required for an outside activity or employment, or change in relationships that could create a conflict of interest.
- (c) Any employee who wishes to request the use of university facilities, equipment, or personnel in conjunction with an outside activity or employment must submit a written request for such use using the appropriate form. For Faculty, Executive Service, Post-doctoral employees, and select individuals identified in University positions of trust or other employee types engaged in the design, conduct, and

reporting of research, any such request should be included with the report on Form AA-21. All other employees must use Form HR-12, "Permission to Use University Personnel, Equipment, Facilities, Students, or Services." Failure to submit such a request constitutes specific lack of permission to use any university resources in conjunction with an outside activity or employment. Each request will be evaluated on its own merits. The university is under no obligation to grant any such request.

- (d) Reports submitted under this regulation will be reviewed at appropriate levels of supervision. If a potential or actual conflict of interest or commitment is identified, the employee will be notified to resolve the conflict. If the employee has additional information that would assist the University in reviewing such conflict, the employee bears the burden of making that information available to the University. The resolution to a potential or actual conflict of interest may require the employee to cease the outside activity or employment or to divest oneself of the interests that are creating the conflict.
  - (e) The Florida Commission on Ethics also requires individuals who are identified under Florida Statute 112.3145 as reporting individuals, to submit to the Commission a disclosure of their financial interests within 30 days of appointment, annually by July 1, and within 60 days after leaving their position. Employees considered reporting individuals will be notified of their status by a member of the Human Resources Department.
- (4) If an employee does not agree with a decision by the president or representative, the employee may request relief under the provisions of the applicable UCF grievance procedure, but must follow the University's directive while pursuing the grievance.
- (5) Other Applicable Regulations. Any employee who accepts compensation for outside employment shall comply with the applicable requirements of Section 112.313, F.S., and University Regulation UCF-3.0032.
- (6) Nothing contained in this regulation shall excuse any employee who engages in outside employment or other activities which constitute a conflict of interest or commitment. A determination by the university not to object to an outside activity or employment does not preclude a finding by the State Ethics Commission that the activity or employment is not in

accordance with all applicable laws and regulations respecting conflicts of interest. The employee's obligation to avoid conflicts of interest is a continuing one.

*Authority: BOG Regulation 1.001. History—New 10-8-75, Amended 11-22-77, 4-30-81, 8-15-84, 11-4-90, Formerly 6C7-3.18, Amended 4-23-03, 10-30-07; Formerly 6C7-3.018, Amended 6-24-10, 3-13-14, 10-30-14, 6-23-17.*

## Appendix L



Office of the President

<b>SUBJECT:</b> Reporting a Potential Conflict of Interest or Conflict of Commitment in Research	<b>Effective Date:</b> 08-20-12	<b>Policy Number:</b> 4-504.2	
	<b>Supersedes:</b> 4-504, 4-504.1	<b>Page</b> 1	<b>Of</b> 7
	<b>Responsible Authority:</b> Vice President for Research & Commercialization		

DATES OF INITIAL ADOPTION AND EFFECTIVE DATES: 2-18-08, 9-29-08

#### APPLICABILITY/ACCOUNTABILITY

This policy applies to all university faculty members, Executive Service employees, postdoctoral associates, Administrative and Professional employees, University Support Personnel System employees, Other Personnel Support employees, and students engaged in both sponsored and non-sponsored research.

#### PREAMBLE

As a part of UCF's academic and research mission, the university encourages its employees to participate in sponsored research, consulting, and other activities that benefit the university, participants, affiliates, and the public at large. In doing so, UCF employees are obligated to act in the best interest of the university and to ensure that outside activities or outside financial interests do not interfere with their obligation to the university. The existence of trust from the public and from the scientific community is paramount to the successful advancement of knowledge and the growth of the university's academic and research programs. In addition to the university's expectation that research be conducted with the highest ethical standards and professional integrity, federal laws and state statutes regulate conflicts of interest and establish related ethical and integrity standards. This policy establishes a process to comply with these regulations and statutes.

#### BACKGROUND

Federal regulations and state statutes require institutions of higher education to bear primary responsibility for employees and affiliates to disclose conflicts of commitment, outside activity, and potential financial conflicts of interest. The university has the responsibility to establish Conflict of interest policies and procedures to provide appropriate safeguards to protect the interests of the

university and sponsored agencies, and to effectively communicate to faculty members, employees, students, and affiliates the university's conflict of interest and commitment policies and procedures.

## POLICY STATEMENT

University faculty members, Executive Service employees, postdoctoral associates, Administrative and Professional employees, University Support Personnel System employees, Other Personnel Support employees, and affiliates engaged in both sponsored and non-sponsored research, must disclose conflicts of commitment, outside activity, and financial conflicts of interest to designated officials. All university employees (including students) and affiliates planning to participate in or are participating in sponsored and non-sponsored research activity must comply with federal regulations and state statutes in regard to disclosing, managing, and reporting significant financial interests. All employees engaging in research must annually or within 30 days of discovering, acquiring, or committing to a new financial interest or commitment, report potential conflicts of interest or commitment, or the appearance of a conflict. University faculty members, Executive Service employees, postdoctoral associates, Administrative and Professional employees, University Support Personnel System employees, Other Personnel Support employees, and affiliates responsible for the design, conduct, or reporting of research must complete conflict of interest training prior to engaging in research. Training must occur at least once every four years or sooner if an applicable change occurs.

The Office of Research & Commercialization is charged with oversight of the conflict of interest and commitment program for research and is responsible for applicable policies, procedures, guidelines, and training to communicate the program requirements. In addition, the Office of Research & Commercialization is responsible for the review of disclosures and, when applicable, the review and approval of monitoring and management plans.

The University Compliance, Ethics, and Risk Office is charged with the oversight of the conflict of interest and commitment program.

## DEFINITIONS

**Conflict of Interest.** A divergence between an individual's private interests and his or her employment obligations to the university such that an independent observer may reasonably question whether the individual's actions or decisions are influenced or determined by considerations other than the best interest of the university.

**Conflict of Commitment.** An employee's devotion of time to activities that adversely affect his or her capability to meet their primary university responsibilities. Examples may include but are not limited to outside employment, *pro bono* or volunteer work, and government service in the public interest.

*4-504.2 Reporting a Potential Conflict of Interest or Conflict of Commitment in Research 2*

**Outside Activity or Employment.** Any compensated or uncompensated secondary employment or activity, private practice, private consulting, teaching, research, or other activity that is not part of the employee's assigned duties at the university.

**Financial Conflict of Interest.** A significant financial interest that could directly and significantly affect the design, conduct, or reporting of sponsored and non-sponsored research.

**Investigator.** The project director or principal investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of sponsored and non-sponsored research. The term includes key personnel, collaborators, or consultants who are responsible for the design, conduct, or reporting of sponsored and non-sponsored research.

**Institutional Responsibilities.** An investigator's professional responsibilities on behalf of the university. The activities outlined in an employee's annual assignment or position description may include administration, teaching, research and creative activities, course preparation, curriculum development, lectures, evaluation of student efforts, academic advising, committee meetings and memberships, service on panels such as university review boards or data and safety monitoring boards, public service to include service on advisory committee's or review panels, and any other activity assigned by the employee's supervisor in accordance with university policies.

**Manage.** Taking action to address a financial conflict of interest, which can include reducing or eliminating the significant financial interest to ensure, to the extent possible, that the design, conduct, and reporting of research will be free from bias or personal financial gain.

**Research.** A systematic experiment, study, demonstration, or survey designed to develop or contribute general knowledge (basic research) or specific knowledge (applied research) in all fields by establishing, discovering, developing, elucidating, or confirming engineering, science, medicine, education, mathematics, humanities, and research involving human subjects or animals. The term includes product development to include a diagnostic test or drug.

**Affiliate.** A compensated or uncompensated subcontractor, sub-recipient, consultant, or other third-party entity performing research services for the university under a written or verbal agreement.

#### **Significant Financial Interest**

(1) A financial interest consisting of one or more of the following interests of the investigator (and those of the investigator's spouse and dependent children) that reasonably appears to be related to the investigator's university (institutional) responsibilities.

(i) with regard to any publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the 12 months preceding the disclosure and the value of any equity interest or fixed asset value of the entity as of the date of disclosure, when aggregated, equals or exceeds \$5,000;

(ii) with regard to any non-publically traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the 12 months preceding the disclosure, when aggregated, equals or exceeds \$5,000 or when the investigator (or the investigator's spouse and dependent children) holds any equity interest (e.g., stock, stock options, or other ownership interest); or (iii) intellectual property rights and interests (e.g., patents, copyrights, trademarks) upon receipt of income related to such rights and interests.

(2) The occurrence of any reimbursed travel (i.e., that which is paid on behalf of the investigator and not reimbursed to the investigator) related to the investigator's institutional responsibilities. This disclosure requirement does not apply to travel that is reimbursed or sponsored by a federal, state, or local government agency, or is funded through a sponsored contract or grant through the Office of Research & Commercialization.

(3) The term significant financial interest does not include the following:

- (i) salary, royalties, or other remuneration paid by the university,
- (ii) income from seminars, lectures, or teaching engagements sponsored by a federal, state, or local government agency, an institution of higher education, an academic teaching hospital, a medical center, or a research institute that is affiliated with the university,
- (iii) income from service on advisory committees, review panels for a federal, state, or local government agency, institution of higher education, an academic teaching hospital, medical center, or research institute affiliated with the university.

## PROCEDURE

### Disclosure:

Faculty, Executive Service employees, and postdoctoral employees participating in or planning to participate in sponsored and non-sponsored research activity must complete the Potential Outside Activity, Employment, and Conflict of Interest and Commitment Disclosure Report (Form AA-21) on an annual basis and within 30 days of discovering, acquiring, or committing to a new financial interest or commitment.

Administrative and Professional employees, University Support Personnel System employees, Other Personnel Support employees, adjunct faculty, students, and affiliates planning to participate in or who are participating in sponsored and non-sponsored research activity must complete the Potential Outside

*4-504.2 Reporting a Potential Conflict of  
Interest or Conflict of Commitment in Research 4*



Activity, Employment, and Conflict of Interest and Commitment Report (Form ORC-COI) on an annual basis and within 30 days of discovering, acquiring, or committing to a new financial interest or commitment.

The Office of Research & Commercialization in conjunction with the University Compliance, Ethics, and Risk Office will review disclosures. Disclosures containing actual or potential conflicts of interest will be reviewed by the conflict of interest committee. The conflict of interest committee will determine if a management plan or other action is necessary.

**Training:**

The Office of Research & Commercialization will provide conflict of interest training modules to investigators. Investigators are required to complete conflict of interest training prior to engaging in research at least every four years, and within a thirty day period if one or more of the following occur: 1) the university revises its conflict of interest policies, 2) an investigator is new to the university, and 3) the university finds that an investigator is not in compliance with the university's conflict of interest policy and procedures.

**Reporting Conflict of Interests to Sponsors:**

The Office of Research & Commercialization is responsible for reporting investigator's significant financial interests to sponsors in accordance with sponsors' regulations and their policies and procedures, to include annual reports, changes to management or mitigation plans, and retrospective reports. Investigators will provide sufficient data to the Office of Research & Commercialization and other designated university officials to report the nature and extent of the financial conflict.

**Records:**

The Office of Research & Commercialization is responsible for maintaining records relating to all investigator conflict of interest disclosures, the university's review and response to such disclosures, and all actions taken by the university in accordance with its policy and procedures for three years from the date the final expenditure report is submitted to the sponsor.

**Noncompliance:**

Failure by an investigator to comply with the university's financial conflicts of interest policy or a financial conflict of interest management or mitigation plan will result in disciplinary action up to and including termination for just cause.

**Subrecipients and other Affiliates:**

The Office of Research & Commercialization will incorporate for subrecipients (includes affiliates) terms that establish whether the financial conflict of interest policy of the university or that of the subrecipients will apply to the subrecipients' investigators. Subrecipients shall certify as a part of the agreement that their conflict of interest policies adhere to the university's conflict of interest policy.

*4-504.2 Reporting a Potential Conflict of  
Interest or Conflict of Commitment in Research 5*

If the subrecipient does not have a conflict of interest policy that meets or exceeds the university's conflict of interest policy, the subrecipient investigators must be subject to the university's financial conflict of interest policy.

**Public Accessibility:**

The university will post the conflict of interest policy and procedure as well as corresponding conflict of interest guidelines on a publically accessible

Web site. When an investigator's significant financial interest is still held by the investigator and the conflict of interest committee determines the significant financial interest is related to the investigators sponsored research, the Office of Research & Commercialization will post the following information on a publically accessible Web site: 1) the investigator's name, title and research project role, 2) the name of the entity in which the significant financial interest is held, 3) the nature of the significant financial interest, and 4) the approximate dollar value of the significant financial interest (within dollar ranges).

**RELATED INFORMATION**

- 1) National Institutes of Health Grants Policy Statement, Part II, Terms and Conditions of NIH Grant Awards, Subpart A: General, Chapter 4.1.10, and Financial Conflict of Interest
- 2) National Science Foundation Award Administrative Guide, Chapter IV-Grantee Standards, Part A
- 3) State of Florida Code of Ethics for Public Officers and Employees - Florida Statutes, Title X, Chapter 112.313 - 112.326
- 4) UCF Regulation - UCF-3.018, Conflict of Interest or Commitment; Outside Activity or Employment

**RELATED DOCUMENTS**

- 1) Public Health Service Conflict of Interest Regulations - Title 42, CFR Part 50 and 45 CFR Part 94
- 2) National Science Foundation Conflict of Interest Regulations - Title 45, Part 680
- 3) Food and Drug Administration Regulations-Financial Disclosure by Clinical Investigators - 21 CFR, Part 54
- 4) UCF BOT-UFF Collective Bargaining Agreement
- 5) UCF Golden Rule Student Handbook

*4-504.2 Reporting a Potential Conflict of Interest or Conflict of Commitment in Research 6*

## RELATED UCF WEB SITES

<http://www.research.ucf.edu/compliance>

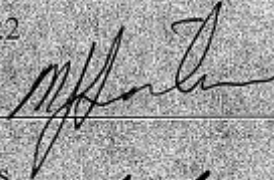
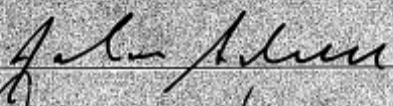
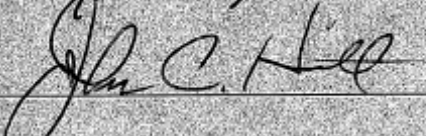
<http://compliance.ucf.edu/conflict-of-interest/>

## FORMS

- 1) AA21 - Potential Outside Activity, Employment, and Conflict of Interest and Commitment Report (faculty, executive staff, and post-doctoral employees)
- 2) ORC-COI - Potential Outside Activity, Employment, and Conflict of Interest and Commitment Report (A&P, USPS, OPS (to include adjunct faculty)
- 3) HR-11 - Report of Potential Conflict of Interest, Outside Activity and Employment for A&P or USPS Employees
- 4) HR-12 - Use of University Personnel, Equipment, Facilities, Students, or Services

## INITIATING AUTHORITY

Vice President for Research & Commercialization

POLICY APPROVAL (For use by the Office of the President)	
Policy Number: 4-504.2	
Initiating Authority: 	Date: 8-20-12
Policies and Procedures Review Committee Chair: 	Date: 8-20-12
President or Designee: 	Date: 8/20/12

*4-504.2 Reporting a Potential Conflict of  
Interest or Conflict of Commitment in Research 7*

Appendix M

2015-2018 CBA

recommendation of the department or equivalent unit prior to making his/her final tenure recommendation.

**15.9 Leave.** Authorized leaves of absence shall be credited or not credited toward the period of tenure-earning service according to the provisions of Section 17.4.

**15.10 Termination/Layoff.** Tenure/permanent status guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause, or layoff.

**ARTICLE 16**  
***DISCIPLINARY ACTION AND JOB ABANDONMENT***

**16.1 Just Cause.**

(a) The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Just cause shall be defined as:

- (1) incompetence, or
- (2) misconduct.

(b) An employee's activities which fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University

**16.2 Letters of Counseling/Instruction.** Letters of Counseling or Instruction may be provided to employees to provide guidance for bringing conduct or performance into compliance with university policies, rules, or provisions of the Collective Bargaining Agreement. Such letters, that may include recommendations for participation in an Employee Assistance Program, are not considered discipline and may be used only as evidence to demonstrate the employee's awareness of University expectations.

**16.3 Progressive Discipline.** Both parties endorse the principle of progressive discipline as applied to professionals.

**16.4 Notice of Intent.**

(a) Oral Reprimand and Written Reprimand. No notice of intent or employee response time is required when an employee receives an oral reprimand or written reprimand.

(b) Suspension or Termination. When the president or president's representative has reason to believe that a suspension or termination should be imposed, the president or president's representative shall provide the employee with a written notice of the proposed action and

2015-2018 CBA

the reasons therefore. Such notice shall be sent via certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days to respond in writing to president or president's representative before the proposed action is taken. The president or president's representative then may issue a notice of disciplinary action under Section 16.5.

**16.5 Notice of Disciplinary Action.** Any notice of disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to the Grievance Procedure in Article 20. All such notices shall be sent via certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

**16.6 Disciplinary Action Other than Termination.** The University retains its right to impose disciplinary action other than termination for just cause including, but not limited to, suspension with or without pay.

**16.7 Termination.** A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. An employee shall be given written notice of termination at least six months in advance of the effective date of such termination, except that in cases where the president or representative determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the president or representative may give less than six months' notice.

**16.8 Employee Assistance Program.** Neither the fact of an employee's participation in an Employee Assistance Program, nor information generated by participation in the program, shall be used as a reason for discipline under this Article, except for information relating to an employee's failure to participate in an Employee Assistance Program consistent with the terms to which the employee and the University have agreed.

**16.9 Job Abandonment.**

(a) If an employee is absent without authorized leave for twelve (12) or more consecutive days under the provisions of Section 17.1, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

(b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the employee will not be considered to have abandoned the position.

Appendix N

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

(1) Just cause shall be defined as:

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

(2) Termination and Suspension.

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

(3) Leave Pending a Predetermination Conference. Notwithstanding the provisions of paragraph (3)(a) above, the President or his designee may immediately place an employee on administrative leave when the president or designee has reason to believe that the employee's presence on the job would: adversely affect the functioning of the university; or jeopardize the safety or welfare of any employee, colleague, student or patient. An involuntary administrative leave under this subsection may be with or without pay. As soon as practicable after placing an employee on leave under this provision, the president or president's designee shall serve written notice upon the employee, including a statement of the reasons for any action taken. Either concurrent with or subsequent to that notice the University shall issue a predetermination notice regarding proposed disciplinary action in

accordance with Section (3) above. If the employee has been placed on leave without pay under this subsection and ultimately prevails in the predetermination procedure, the employee shall be reinstated with back pay.

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

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

*Authority: BOG Regulation 1.001. History—New 4-30-81, Amended 12-27-83, Formerly 6C7-3.124, Amended 3-16-03; Formerly 6C7-3.0124, Amended 6-22-09, 4-20-10, 5-2-16, 2-20-17.*

## Appendix O

**UCF-3.0191 Disciplinary Action - University Support Personnel System.****(1) Scope and Purpose.**

(a) This regulation applies to all University Support Personnel System employees of the university with regular status. The provisions of this regulation are subject to applicable provisions of collective bargaining agreements. Employee discipline is an action that is to be undertaken with care, objectivity, and with full consideration of the rights and interests of both the employee and the university.

(b) The university subscribes to the principle of the use of discipline to correct employee conduct and behavior. Such discipline will normally be issued in a progressive manner, dependent upon the facts and circumstances of each case. Penalties will be imposed, dependent upon the seriousness of the offense and any aggravating or mitigating circumstances, or as otherwise required by law.

(c) Probationary Employees: The probationary period shall be a working-test period required of any USPS employee following appointment to any class in which the employee does not hold regular status. It is important to note that for purposes of discipline, regular status refers to an employee's status in the USPS and not a specific position. Consequently, an employee with regular status in USPS, but in probationary status in a class, may be removed from the class during this probationary period, without the application of these standards. New employees, in probationary status in the USPS may be dismissed during this probationary period without the use of these standards and without the right of appeal.

(2) Guidelines on Employee Discipline. The immediate supervisor has the primary responsibility for taking or requesting disciplinary action against an employee, but should consult with their higher level authority. Human Resources has the responsibility of providing guidance to the various departmental units with regard to the administration of disciplinary actions and for assuring that they are accomplished in accordance with USPS regulations and the policies and guidelines of the university.

(3) Delegation of Authority. Discipline may only be administered by the supervisor who has been delegated the authority to do so. This delegation of authority varies with the severity of the disciplinary action and is identified in the following table:

Disciplinary Action	Authority
Oral Reprimand	Employee's immediate supervisor or higher level supervisor



Written Reprimand	Employee's immediate supervisor or higher level supervisor with the approval of the department head
Suspension, Discharge	The dean, director or department head shall arrange for a review of the proposed action by the Director of Human Resources, or his/her designee. If the proposed action is approved, the Director of Human Resources, or his/her designee, will implement the suspension/discharge.

(4) Types of Disciplinary Action.

(a) Oral Reprimand – Involves a discussion between the supervisor and the employee regarding the infraction with an emphasis on correcting the employee's behavior. A written confirmation of an oral reprimand may be kept in the employee's personnel file.

(b) Written Reprimand – For more serious or repeated cases of infractions, the supervisor, with approval of the second level supervisor, will counsel the employee as to the correct and expected behavior as well as record the circumstances of the violation in memorandum form, giving the original to the employee and sending a copy to Human Resources.

(c) Suspension – The suspension of an employee shall normally be based on the recommendations of the supervisor and shall be subject to the approval of the dean, director or department head and the Director of Human Resources or his/her designee to ensure consistency of action throughout the institution. The Director of Human Resources or his/her designee will issue all suspensions.

(d) Discharge – When less severe actions fail in correcting an employee's job related behavior, or when the offense requires immediate separation from employment, a discharge action should be taken. The supervisor shall normally recommend the action, and it shall be subject to the approval of the dean, director or department head and the Director of Human Resources or his/her designee, who shall issue the discharge. If authorized by the Director of Human Resources or his/her designee, an employee may be placed on administrative leave with or without pay pending an investigation, which may be continued between the notice of proposed disciplinary action and the date of final action. Employees who are discharged for disciplinary reasons will not be eligible for rehire.

(5) Standards for Disciplinary Actions. Included herein are standards for the administration of disciplinary actions for various types of offenses. The following is not all-inclusive, and the

disciplinary action selected for a particular offense will be chosen based on the facts of the specific situation taking into consideration any extenuating circumstances. Previous offenses will be considered when determining the level of discipline to impose as to a new offense subject to the following: after two years have elapsed from the date of written reprimand or one year has elapsed from an oral reprimand, such reprimand will not be used for escalating the level of disciplinary action but will be referenced. Suspensions and written reprimands in lieu of suspension can be used indefinitely, with no time limit whatsoever. These standards do not preclude the imposition of more or less severe penalties depending upon all circumstances surrounding a particular incident.

(a) **Absence Without Authorized Leave.** The failure to secure approval for an absence from work during the established shift or work period. Included under this standard are absences that are not reported to management in accordance with departmental or university guidelines.

1. First occurrence: Written reprimand.
2. Second occurrence: Suspension.
3. Third occurrence: Discharge.

Provided, however, that the failure to secure approval for an absence of two or more consecutive days shall be considered a second occurrence; and the failure to secure approval for an absence of three or more consecutive days shall be considered a third occurrence. This standard shall also apply to employees who fail to return to work as specified in an approved leave of absence.

(b) **Abuse of Sick Leave.** Falsification by an employee of a notification of absence due to personal illness, injury or exposure to contagious disease.

1. First occurrence: Suspension or discharge.
2. Second occurrence: Discharge.

(c) **Possession or Use of a Deadly Weapon or a Dangerous Material.** Possession or use of firearms, fireworks of any description, explosives, chemicals which are disruptive, explosive, or corrosive in nature, or any weapon other than a common pocket knife.

1. First occurrence: Suspension or discharge.
2. Second occurrence: Discharge.

(d) **Damage or Destruction of University Property or Equipment.** The actual or attempted damage, destruction, or careless operation of university property or equipment which may or

may not result in personal injury. (If personal injury does result, more severe discipline may be imposed.) Sabotaging equipment or facilities will result in discharge.

1. First occurrence: Written reprimand to discharge.
2. Second occurrence: Suspension or discharge.
3. Third occurrence: Discharge.

(e) Conduct Unbecoming a Public Employee. Any act or acts on or off the job, that renders an employee ineffective within the university, affects the ability for acceptance by others, or poses a threat to the safety and well-being of members of the university community.

1. First occurrence: Suspension or discharge.
2. Second occurrence: Discharge.

(f) Conviction of a Misdemeanor or Felony. When an employee is convicted of a misdemeanor or felony as a result of a crime committed on or off the job and that conviction results in a negative effect on the employee's ability or availability to perform the duties of the job whether immediate or in the future.

1. First occurrence: Suspension or discharge.
2. Second occurrence: Discharge.

(g) Absenteeism. The university has a right to expect that employees will be available to perform work with a reasonable degree of regularity and to conduct their personal business using accrued leave without the need to resort to the use of approved leave without pay or unscheduled absences. If there is a pattern of absence by the employee, such as consistent absence on the day preceding or following the employee's regular days off, absence on the same day of each week or each month, or absences that occur with such frequency as to constitute a hardship on the office/department, these absences may be considered excessive.

1. First occurrence: Oral reprimand.
2. Second occurrence: Written reprimand.
3. Third occurrence: Suspension.
4. Fourth occurrence: Discharge.

(h) Tardiness. The failure to report to work at an established time at the beginning of the work shift, or the late return to work at the established time after lunch or rest period.

1. First occurrence: Oral reprimand.
2. Second occurrence: Written reprimand.

3. Third occurrence: Suspension.

4. Fourth occurrence: Discharge.

(i) Misuse of Confidential Information. To use or disclose information not otherwise available to the general public and gained by reason of his or her official position for his or her personal gain or benefit of any other person or business entity.

1. First occurrence: Written reprimand to discharge.

2. Second occurrence: Suspension.

3. Third occurrence: Discharge.

(j) Falsification of Records. The misrepresentation or omission of any facts, whether verbal or written, with the intent to defraud or otherwise mislead.

1. First occurrence: Written reprimand to discharge.

2. Second occurrence: Discharge.

(k) Fighting. A physical assault on or against another person.

1. First occurrence: Written reprimand to discharge.

2. Second occurrence: Discharge.

(l) Horseplay. Actions which are intended to be mischievous or prankish rather than malicious. If personal injury results, more severe disciplinary action up to and including suspension or discharge will be considered on the first occurrence.

1. First occurrence: Oral reprimand.

2. Second occurrence: Written reprimand.

3. Third occurrence: Suspension.

4. Fourth occurrence: Discharge.

(m) Insubordination. The unwillingness or refusal to comply with a direct order or any established work assignment of the immediate supervisor or higher level supervisor. This includes, but is not limited to, the refusal to carry out an assignment, refusal to work overtime, willful delay in carrying out an assignment, or responding with defiance to a reasonable work order or assignment issued by the immediate supervisor or higher level supervisor.

1. First occurrence: Suspension.

2. Second occurrence: Discharge.

(n) Leaving Work Station Without Authorization. The unauthorized absence by an employee from the work station or duty location during the established work period or the

leaving of a work station for a lunch or rest period without being properly relieved where that station must be maintained during such period.

1. First occurrence: Written reprimand to suspension.
2. Second occurrence: Suspension.
3. Third occurrence: Discharge.

(o) Loafing. The continued idleness or nonproductiveness during working hours which diverts the employee from performing assigned tasks. This includes wasting time, engaging in idle talk or gossip, conducting personal business, or using business phone or computers for personal reasons.

1. First occurrence: Oral reprimand to written reprimand.
2. Second occurrence: Written reprimand to suspension.
3. Third occurrence: Suspension to discharge.
4. Fourth occurrence: Discharge.

(p) Misuse of Position. The misuse of powers of authority that accompany a position for personal advantages such as to assist friends or family for financial or other gains.

1. First occurrence: Written reprimand to discharge.
2. Second occurrence: Discharge.

(q) Misuse of University or University Controlled Property or Equipment. The unauthorized use of any university or university controlled property or equipment for any reason other than for official university business.

1. First occurrence: Written reprimand to discharge.
2. Second occurrence: Discharge.

(r) Neglect of Duty. Carelessness in omission of, or inattention to, the performance of assigned duties and responsibilities. Negligence is synonymous with carelessness and signifies lack of care, caution, attention, diligence, or discretion.

1. First occurrence: Written reprimand to discharge.
2. Second occurrence: Discharge.

(s) Abuse of Intoxicants. Being under the influence of, being in possession of, the sale of, or the distribution of any controlled substances or illegal drugs while on duty; or violating the University's Drug-Free Workplace/Drug-Free Schools Policy. (This provision does not extend to prescribed use of prescription medications.)

1. First offense: Suspension to discharge.

2. Second offense: Discharge.

(t) Rudeness to Students, Staff or the Public. Impolite, discourteous, unprofessional, or uncooperative language or actions towards students, staff, or the public.

1. First occurrence: Oral reprimand.

2. Second occurrence: Written reprimand.

3. Third occurrence: Suspension.

4. Fourth occurrence: Discharge.

(u) Sexual Harassment. Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment, (2) submission to or rejection of such conduct by an individual is used as basis for employment or personnel decisions, or (3) when such conduct has the purpose or effect of substantially interfering with performance of work or creating an intimidating, hostile, or offensive working environment.

1. First occurrence: Written reprimand to discharge.

2. Second occurrence: Discharge.

(v) Sleeping While on Duty. The failure of an employee to remain awake while on duty during the established work shift.

1. First occurrence: Suspension.

2. Second occurrence: Discharge.

(w) Use of University equipment or work time to view pornography or explicitly nude images for non-business reasons.

1. First occurrence: Suspension to discharge.

2. Second occurrence: Discharge.

(x) Theft or Stealing. The unauthorized taking of any property or service.

First occurrence: Discharge.

(y) Threatening and/or Abusive Language. The use of language which is threatening, profane, vulgar, or abusive.

1. First occurrence: Written reprimand to discharge.

2. Second occurrence: Discharge.

(z) Violation of Safety Practices. The failure to adhere to or follow established safety rules or requirements. This includes the failure to report an accident of an employee involving personal injury, failure to wear safety equipment, and the performance of any unsafe action.

1. First occurrence: Written reprimand to suspension.
2. Second occurrence: Discharge.

(aa) Willful Violation of a Provision of Law or Board of Governors or University Regulation. The deliberate failure to abide by Board of Governors or University Regulations or to follow the statutes governing employment by the State of Florida. This may include, but is not limited to giving or accepting a bribe, discrimination in employment, or illegal campaigning.

1. First occurrence: Written reprimand to discharge.
2. Second occurrence: Discharge.

(bb) Strike or Concerted Activity. Instigating or supporting in any manner a strike. A strike is defined by Florida Statute as: The concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer [such as the University] for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation, including but not limited to, the establishment of strike funds with regard to the above activities.

First occurrence: Discharge.

*Authority: BOG Regulation 1.001. History–New 1-10-82, Amended 10-26-82, 12-29-88, Formerly 6C7-3.191, Amended 3-2-94, 4-23-03, 7-26-04; Formerly 6C7-3.0191, Amended 6-11-09.*

**ITEM:** **CL-2**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** The 2014-17 Performance Unit Plan Goal Accomplishments

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the 2014-17 Performance Unit Plan goal accomplishments documented by the University Audit Office.

**BACKGROUND INFORMATION**

On May 24, 2007, the University of Central Florida Board of Trustees approved the Performance Unit Plan. The plan requires that the university performance during the performance period be reviewed and certified as accurate by the University Audit office.

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**Supporting documentation:**

Attachment A: 2014-17 Performance Incentive Matrix

Attachment B: Review Process Used to Certify the 2016-17 Data for the 2014-2017  
Performance Measures

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources  
Officer

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



**Attachment A**  
**2014-17 Performance Incentive Matrix      Year 3**

		Performance Goals			Actual Performance			
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3	Final Data
Quality of Education								
Average six-year graduation rates for FTIC students in the 2008, 2009, and 2010 cohorts.	22%	68.5%	69.0%	69.5%	69.7% 2008 cohort	70.6% 2009 cohort	69.0% 2010 cohort	69.8% average over 2008, 2009, 2010 cohorts
Average of the one-year retention rates for FTIC students in the 2013, 2014, and 2015 cohorts.	12%	88.5%	89.0%	89.5%	87.5% 2013 cohort	89.1% 2014 cohort	88.8% 2015 cohort	88.5% average over 2013, 2014, 2015 cohorts
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2010, 2011, and 2012 cohorts.	22%	75.5%	76.0%	76.5%	72.4% 2010 cohort	72.0% 2011 cohort	72.3% 2012 cohort	72.2% average over 2010, 2011, 2012 cohorts
External Support								
Average extramural contracts and grants raised per tenured and tenure-track faculty member FTE for 2014-15, 2015-16, and 2016-17.	17%	\$131,585 per FTE	\$132,902 per FTE	\$139,547 per FTE	\$152,868 per FTE (853.0 FTE)  \$130,396,597 total funding FY 2014-15	\$151,463 per FTE (932.0 FTE)  \$141,163,364 total funding 2015-16	\$128,469 per FTE (1002.7 FTE)  \$128,812,303 total funding 2016-17	\$144,267 average per FTE (929.2 average FTE)  \$133,457,421 average over 2014-17
Total philanthropy to the UCFF and UCF Athletics Program without Courtelis or state matching funds, but including planned gifts, gifts-in-kind, and pledges for the period of July 1, 2014 to June 30, 2017.	17%	\$200,000,000	\$210,000,000	\$220,000,000	\$51,437,096** FY 2014-15  **unaudited	\$55,640,073** 2015-16  **unaudited	\$63,067,571** 2016-17  **unaudited	\$170,144,740** total over 2014-17  **unaudited

**Green highlight** = final results based on 2014-15, 2015-16, and 2016-17 data

10/11/17

**Attachment A**  
**2014-17 Performance Incentive Matrix      Year 3**

		Performance Goals			Actual Performance			
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3	Final Data
BOG Performance Funding Benchmarks								
Average of final performance funding rankings from 2015, 2016, and 2017	10%	Top 5	Top 4	Top 3	Top 3 Alone * 2015	Top 1 Tied 2016	Top 5 Alone 2017	Top 3 average over 2015, 2016, and 2017

\* The Board of Governors originally reported UCF and FIU tied for 3<sup>rd</sup> place; however, it later determined that FIU had made errors in calculating academic progress rates, leaving UCF alone in 3<sup>rd</sup> place.

**Green highlight** = final results based on 2014-15, 2015-16, and 2016-17 data

10/11/17

**Attachment A**  
**2015-18 Performance Incentive Matrix      Year 2**

		Performance Goals			Actual Performance		
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3
Quality of Education							
Average six-year graduation rates for FTIC students in 2009, 2010, and 2011 cohorts.	22%	69.7%	70.2%	70.7%	70.6% 2009 cohort	69.0% 2010 cohort	
Average of the one-year retention rates for FTIC students in the 2014, 2015, and 2016 cohorts.	12%	88.5%	89.0%	89.5%	89.1% 2014 cohort	88.8% 2015 cohort	
Average four-year graduation rates for summer and fall full-time AA transfer students in the 2011, 2012, and 2013 cohorts.	22%	73.2%	73.7%	74.2%	72.0% 2011 cohort	72.3% 2012 cohort	
External Support							
Average of the dollars raised per tenured and tenure-track faculty member FTE for 2015-16, 2016-17, and 2017-18.	17%	\$135,000	\$140,000	\$145,000	\$151,463 932.0 FTE 2015-16	\$128,469 1002.7 FTE 2016-17	
Total philanthropy to the UCFF and UCF athletics program without Courtelis or state matching funds, but including planned gifts, gifts-in-kind, and pledges for the period of July 1, 2015, to June 30, 2018.	17%	\$150,000,000	\$165,000,000	\$180,000,000	\$55,640,073** 2015-16  **unaudited	\$63,067,571** 2016-17  **unaudited	
BOG Performance Funding Benchmarks							
Maintain UCF’s performance and standing as a top tier SUS institution. Average of final performance funding rankings from 2016, 2017, and 2018.	10%	Top 4 Alone	Top 3 Tied	Top 3 Alone	Top 1 Tied 2016	Top 5 Alone 2017	

**Green highlight** = projected final results based on 2015-16 and 2016-17 data

10/11/17

**Attachment A**  
**2016-19 Performance Incentive Matrix      Year 1**

		Performance Goals			Actual Performance		
Performance Measure	Weight	Minimum	Target	Maximum	Year 1	Year 2	Year 3
Quality of Education							
Average six-year graduation rates for FTIC students in 2010, 2011, and 2012 cohorts.	22%	69.7%	70.2%	70.7%	69.0% 2010 cohort		
Average of the one-year retention rates for FTIC students in the 2015, 2016, and 2017 cohorts.	12%	89.1%	89.6%	90.1%	88.8% 2015 cohort		
Average of the degrees awarded to FCS AA transfer students in 2016-17, 2017-18, and 2018-19.	22%	6,853	6,922	6,991	6,871 2016-17  * unaudited		
External Support							
Average extramural funding raised per tenured and tenure-track faculty member FTE for 2016-17, 2017-18, and 2018-19.	17%	\$145,000	\$152,000	\$160,000	\$128,469 1002.7 FTE 2016-17		
Total philanthropy to the UCFF and UCF athletics program without Courtelis or state matching funds, but including planned gifts, gifts-in-kind, and pledges for the period of July 1, 2016, to June 30, 2019.	17%	\$130,000,000	\$150,000,000	\$170,000,000	\$63,067,571* 2016-17  * unaudited		
BOG Performance Funding Benchmarks							
Maintain UCF’s performance and standing as a top tier SUS institution. Average of final performance funding rankings from 2017, 2018, and 2019.	10%	Top 3 Alone	Top 2 Tied	Top 2 Alone	Top 5 Alone 2017		

**Green highlight** = projected final results based on 2016-17 data

10/11/17

**Attachment B**  
**University Audit**  
**Review Process Used to Certify 2016-17 Data**  
**for the 2014-17 Performance Measures**

University Audit confirmed the 2016-17 data reported by Institutional Knowledge Management, the Office of Research and Commercialization, and the UCF Foundation.

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**Performance measure: Strengthen UCF's reputation and effectiveness by improving six-year graduation rates for FTIC students. Average six-year graduation rates for FTIC students in the 2008, 2009, and 2010 cohorts.**

Definition:

- FTIC = first-time-in-college students, early admit students, or students admitted with fewer than 12 college credit hours earned after high school graduation (excludes dual enrollment credit).
- Six-year graduation rate = percentage of Summer or Fall 2010 FTIC students who enrolled full-time in Fall 2010 and graduated from UCF prior to or during Summer 2016.

Process:

- Obtained a graduation report of the full-time Summer or Fall 2010 FTIC cohort from Institutional Knowledge Management.
- Sorted the Institutional Knowledge Management data by semester of graduation and verified the number of students graduating within six years.
- Wrote a PeopleSoft query to obtain a list of students in the Summer or Fall 2010 FTIC cohort.
- Compared PeopleSoft data to Institutional Knowledge Management data to confirm the accuracy and completeness of the cohort.
- Selected a sample of students from the six-year and non-graduating groups and determined the accuracy of graduation data by comparing the degree awarded in PeopleSoft to the degree certification from the respective college.
- Calculated the unweighted average graduation rate for students in the 2008, 2009, and 2010 cohorts.

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**Performance measure: Strengthen UCF's reputation and effectiveness by improving one-year retention rates for FTIC students. Average one-year retention rates for FTIC students in the 2013, 2014, and 2015 cohorts.**

Definition:

- Retention rate = percentage of Summer or Fall 2015 FTIC students who enrolled full-time in Fall 2015 and were still enrolled in Fall 2016, either part-time or full-

**Attachment B**  
**University Audit**  
**Review Process Used to Certify 2016-17 Data**  
**for the 2014-17 Performance Measures**

time. Does not include early admits or students who transferred more than 12 credit hours earned after high school.

Process:

- Obtained the data set for the Summer and Fall 2015 full-time FTIC cohort from Institutional Knowledge Management. Filtered the data to determine the number and percentage of students who were still enrolled in Fall 2016.
- Wrote a PeopleSoft query to obtain a list of students in the Summer and Fall 2015 full-time FTIC cohort. Added the number of credit hours for students in Fall 2015 and 2016. Filtered the data to determine the number and percentage of FTIC students who enrolled full-time in Fall 2015 and were still enrolled in Fall 2016.
- Compared PeopleSoft data to Institutional Knowledge Management's data to confirm the accuracy and completeness of the cohort.
- Calculated the unweighted average retention rate for FTIC students in the 2013, 2014, and 2015 cohorts.

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**Performance measure: Strengthen UCF's reputation and effectiveness by improving four-year graduation rates for summer and fall full-time AA transfer students. Average four-year graduation rates for summer and fall full-time AA transfer students in the 2010, 2011, and 2012 cohorts.**

Definition:

- Four-year graduation rate = percentage of AA transfer students who first enrolled in Summer or Fall 2012, enrolled full-time in Fall 2012, and graduated prior to or during Summer 2016.
- AA transfer student = student who transferred directly to UCF from a Florida System College or Community College with an Associate of Arts degree.

Process:

- Obtained a graduation report of the Summer and Fall 2012 full-time AA transfer cohort from Institutional Knowledge Management.
- Sorted the Institutional Knowledge Management data by semester of graduation and verified the number of students graduating within six years.
- Wrote a PeopleSoft query to obtain a list of students in the Summer and Fall 2012 full-time AA transfer cohort and their graduation data.
- Compared PeopleSoft data to Institutional Knowledge Management data to confirm the accuracy and completeness of the cohort.
- Selected a sample of students from the four-year and non-graduating groups and determined the accuracy of graduation data by comparing the degree awarded in PeopleSoft to the degree certification from the respective college.

**Attachment B**  
**University Audit**  
**Review Process Used to Certify 2016-17 Data**  
**for the 2014-17 Performance Measures**

- Calculated the unweighted average of the three graduation rates for students in the 2010, 2011, and 2012 cohorts.

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**Performance measure: Strengthen UCF's reputation and effectiveness by securing extramural grants and contracts. Average of the dollars raised per tenured and tenure-track faculty member FTE for 2014-15, 2015-16, and 2016-17.**

**Definition:**

- Extramural grants and contracts = contract and grant funding secured from external sources.
- Tenured and tenure-track faculty = active, full-time and part-time, tenured and tenure-track faculty as of December 2016; includes all faculty classifications.

**Process:**

- Obtained a report from the Office of Research and Commercialization's database of 2016-17 extramural funding.
- Tested a sample of 60 grants, including all grants with \$900,000 or more in funding for 2016-17 and a judgmental selection of grants with less than \$900,000 in funding.
- For selected grants, determined whether the reported funding was supported by award documents from the granting agency and was awarded during 2016-17.
- Based on our testing, decreased reported funding by \$8,044,616 for reported funding not supported by award documents or not awarded during 2016-17.
- Retroactively decreased reported funding for 2015-16 by \$107,162 for amounts recorded in the wrong fiscal year.
- Obtained a list of tenured and tenure-track faculty FTE as of December 2016 from Institutional Knowledge Management.
- Ran a PeopleSoft query to obtain a list of tenured and tenure track faculty as of December 2016 and verified that it agreed with the list from Institutional Knowledge Management.
- Calculated the average extramural grant funding per tenured and tenure-track faculty FTE for 2016-17.
- Calculated the unweighted average extramural grant funding per tenured and tenure-track faculty FTE for 2014-15, 2015-16, and 2016-17.

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**Performance measure: Total philanthropy to the UCF Foundation and UCF athletics program without Courtelis or state matching funds, but including planned gifts, gifts-in-kind, and pledges for the period of July 1, 2014, to June 30, 2017.**

**Attachment B**  
**University Audit**  
**Review Process Used to Certify 2016-17 Data**  
**for the 2014-17 Performance Measures**

Definition:

- Philanthropy = contributions received by the UCF Foundation or the UCF athletics program, net of any ticket price included in the contribution; tangible in-kind gifts are included to the extent they can be reasonably valued based upon appraisal or similar documentation; pledges and planned gifts are included if they are documented by a signed letter of intent, will, or trust instrument.

Process:

- As of the date of our report, the UCF Foundation had not provided requested 2016-17 philanthropy results, so no work for this metric could be performed by University Audit.
- Used the IGNITE campaign results as of June 30, 2017, as reported by the Foundation at the July 2017 UCF Board of Trustees meeting, to arrive at total attainment results for the three year cycle.
- Did not perform any testing on the data the Foundation previously provided for 2014-15 and 2015-16 because reported results were far below the minimum fundraising goal.
- Estimated total UCF Foundation fundraising during July 1, 2014, through June 30, 2017 to be \$170,144,740 (unaudited).

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**Performance measure: Maintain UCF's performance and standing as a top tier SUS institution. Average of final performance funding rankings from 2015, 2016, and 2017.**

Definition:

Performance funding ranking = ranking of SUS institutions by the Florida Board of Governors.

Process:

- Obtained the 2015-16 Final Metric Score Sheet for the 2017 Performance-Based Funding Model.
- Noted UCF ranked 5<sup>th</sup> among the SUS institutions.



ITEM: CL-3

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Performance Unit Plan Payments for the 2014-17 Cycle

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the Performance Unit Plan payments earned by participants for the 2014-17 cycle for accomplishment of the three-year performance measures set by the Board of Trustees on November 15, 2012.

**BACKGROUND INFORMATION**

On May 24, 2007, the University of Central Florida Board of Trustees approved the Performance Unit Plan. The plan provided for payments to participants for the 2014-17 performance measures no later than December 31, 2017.

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**Supporting documentation:**

Attachment A: 2014-17 Performance Unit Plan Payments

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

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

## Attachment A

## 2014-17 Performance Unit Plan Payments

Name	Position	Target Units 2014-17	Dec 2017 Payments Due <sup>[1]</sup>
Whittaker, Dale	Provost and Executive Vice President, Academic Affairs	530	\$ 32,595
German, Deborah	VP and Dean, Medical Affairs	740	\$ 45,510
Soileau, MJ <sup>[2]</sup>	VP, Research and Commercialization	410	\$ 17,708
Merck, William	VP, Administration and Finance	410	\$ 25,215
Holmes, Robert <sup>[3]</sup>	former VP, Development and Alumni Relations	360	\$ 6,773
Cole, Scott	VP and General Counsel	380	\$ 23,370
Heston, Grant	VP, Communications and Marketing	300	\$ 18,450
Holsenbeck, Daniel	Senior VP, University Relations	310	\$ 19,065
Ehasz, Maribeth	VP, Student Development and Enrollment Services	320	\$ 19,680
Schell, Rick	VP and Executive Chief of Staff, Office of the President	300	\$ 18,450
Donegan, Helen <sup>[4]</sup>	VP Emerita, Community Relations	230	\$ 6,976
Subtotal		4290	\$ 233,792
Hitt, John	President	2630	\$ 161,745
Total		6920	\$ 395,537

<sup>[1]</sup> Amount owed for 2014-17 is 61.5% of each participant's target units times \$100.

	<u># days earned</u>	<u># days not earned</u>	<u>% earned</u>
<sup>[2]</sup> Soileau stepped down from VP position on August 8, 2016; he worked in a PUP-eligible position for 769 of 1095 days in the 2014-17 cycle	769	326	70.2%
<sup>[3]</sup> Holmes assumed a new position on June 1, 2015; he worked in a PUP-eligible position for 335 of 1095 days in the 2014-17 cycle.	335	760	30.6%
<sup>[4]</sup> Donegan retired on October 1, 2013, and was rehired on April 11, 2014; she worked in a PUP-eligible position for 540 of 1095 days worked in the 2014-17 cycle.	540	555	49.3%

**BOT has added these VPs to future cycles:**

Mike Morsberger	June 1, 2015 - hired as VP, Development and Alumni Relations (added to 2015-18 cycle)
Joel Hartman	September 25, 2015 - promoted to VP, IT&R (added to 2015-18 cycle)
Elizabeth Klonoff	July 18, 2016 - hired as VP, Research, & Dean of Graduate Studies (added to 2016-19 cycle)

ITEM: CL-4

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** 2017-20 Performance Unit Plan Awards

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the 2017-20 Performance Unit Plan awards.

**BACKGROUND INFORMATION**

The Performance Unit Plan, approved by the board on May 24, 2007, requires annual board approval of any Performance Unit Plan awards for the president and senior officers.

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**Supporting documentation:**

Attachment A: Performance Unit Plan Awards for 2017-20

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

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

## Attachment A

### Unit Proposals Pending

#### University of Central Florida

#### Performance Unit Plan Awards for 2017-20

						Proposed Units for 2017-20					
Name	Position	Base	2014-17	2015-18	2016-19	2017-20	Incr	Incr	2015-18		
		Salary					#	%	Min	Target	Max
Whittaker, Dale	Provost and Executive Vice President, Academic Affairs	\$421,352	530	560	577	0	0%	\$0	\$0	\$0	
German, Deborah	VP and Dean, Medical Affairs	\$589,893	740	780	808	0	0%	\$0	\$0	\$0	
Klonoff, Elizabeth	VP, Research, and Dean of Graduate Studies	\$265,850	0	0	364	0	0%	\$0	\$0	\$0	
Merck, William	VP, Administration and Finance	\$342,348	410	460	469	0	0%	\$0	\$0	\$0	
Morseberger, Michael	VP, Development and Alumni Relations	\$447,686	0	600	613	0	0%	\$0	\$0	\$0	
Cole, Scott	VP and General Counsel	\$294,946	380	390	404	0	0%	\$0	\$0	\$0	
Heston, Grant	VP, Communications and Marketing	\$236,842	300	320	325	0	0%	\$0	\$0	\$0	
Holsenbeck, Daniel	Senior VP, University Relations	\$252,811	310	340	346	0	0%	\$0	\$0	\$0	
Ehasz, Maribeth	VP, Student Development and Enrollment Services	\$263,345	320	350	361	0	0%	\$0	\$0	\$0	
Schell, Rick	VP and Executive Chief of Staff, Office of the President	\$242,277	300	320	332	0	0%	\$0	\$0	\$0	
Hartman, Joel	VP, Information Technologies and Resources	\$319,112	0	420	437	0	0%	\$0	\$0	\$0	
SubTotal		\$3,676,462	3,290	3,290	4540	0	1250	\$113,500	\$454,000	\$681,000	
Hitt, John <sup>1,2</sup>	President	\$606,876	2,630	2,788	2940						
Total						0	1,250	\$ 113,500	\$ 454,000	\$ 681,000	

<sup>1</sup> includes 20% deferred salary supplement

<sup>2</sup> President Hitt's units to be determined by the Compensation and Labor Committee

**ITEM:** **CL-5**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** The Annual Report, July 1, 2016-June 30, 2017

**DATE:** October 26, 2016

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**PROPOSED BOARD ACTION**

Approve the Annual Report, July 1, 2016-June 30, 2017.

**BACKGROUND INFORMATION**

An annual report from President Hitt to the Board of Trustees serves as the basis for the President's annual evaluation.

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**Supporting documentation:**

Attachment A: Draft Annual Report: July 1, 2016-June 30, 2017, John C. Hitt

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

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

**Attachment A**

**ANNUAL REPORT  
July 1, 2016-June 30, 2017  
John C. Hitt**

**Presented to the Board of Trustees  
University of Central Florida**

I am proud of UCF's many achievements during 2016-17 and cite the following highlights of accomplishments.

The UCF Lake Nona Medical Center received its Certificate of Need for a 100-bed teaching hospital. The Hospital Corporation of America will contribute \$175 million for construction, and it will also operate the hospital, which will be adjacent to the UCF College of Medicine. The hospital will train third- and fourth-year medical students; allow the medical school to expand its clinical research mission; provide more opportunities for residency programs; and be a living-learning laboratory for training medical, nursing, physical therapy, pharmacy, and social work students.

In May, more than 900 people gathered at the UCF Center for Emerging Media to celebrate the groundbreaking for the UCF Downtown campus in the Creative Village. The campus will have a transformative impact on surrounding neighborhoods, on countless student lives and careers, and on the Central Florida economy.

The College of Medicine celebrated its 10<sup>th</sup> anniversary and reached full enrollment with 480 physicians-in-training. Nationally, UCF's medical students are scoring in or above the top quartile on board exams. In addition, the college's residency match rate is 98.9 percent, higher than the national average.

The Global UCF Building opened to students in the fall. The building serves as an international hub for the campus, benefitting both international students who come to UCF and local students who seek to go abroad.

The Florida Consortium of Metropolitan Research Universities—a partnership among Florida International University, the University of South Florida, and the University of Central Florida—delivered key achievements on their collaborative efforts. The Florida Consortium partnered with Helios Education Foundation, Helmsley Charitable Trust, and the Kresge Foundation to support inter-campus collaboration, fund investigative research, and advance student success.

The Florida Board of Governors approved UCF's plan to attain the status of "Preeminent Research University" within five years. The unanimous vote recognized UCF as an "Emerging Preeminent Research University" and authorized the release of \$5 million in state funds to the university. UCF already has achieved seven of the 12 measures required to earn preeminent status, including national rankings, GPA and SAT scores, graduation rates, research spending, patents earned, doctoral degrees awarded, and number of national academy members.

## **Attachment A**

Limbless Solutions, the student group that creates 3-D printed bionic arms for children and donates them to families at no cost, received approval from the Board of Trustees to become a direct support organization.

UCF partnered with Osceola County and the Florida High Tech Corridor to open the Florida Advanced Manufacturing Research Center, now called BRIDG (Bridging the Innovation to Development Gap). The 109,000-square-foot facility will be one of the most advanced fabrication laboratories in the world.

UCF's membership in the University Innovation Alliance continues to bring significant benefits to the university. To date, Alliance projects have brought in more than \$1.1 million in external funds. The Alliance has helped to fund the university's partnership with the Education Advisory Board and the Student Success Collaborative Campus. The university has also become a partner in a Bill and Melinda Gates Foundation Frontier Set grant and in a federal Department of Education First in the World grant.

The UCF Collective Impact Strategic Plan 2016-20 advances the trajectory that the university has been on since 1992 by establishing aggressive goals in five areas and adopting a comprehensive implementation and accountability plan.

Key funding obtained from this year's legislative session includes the following:

- \$12.1 million for hiring 75 new faculty members in disciplines of high enrollment and strategic emphasis
- \$9.5 million for equipment and other necessities to advance the smart sensors manufacturing and research efforts in Osceola County
- \$8.6 million in emerging preeminence funding for meeting high standards of academic excellence
- \$2.5 million to expand the outstanding work of Professor Deborah Beidel in treating soldiers who have post-traumatic stress disorders

Since coming to UCF more than 25 years ago, I have worked to advance our university to greatness and to accomplish the five goals for UCF that I established when I arrived:

- to offer the best undergraduate education available in Florida
- to achieve international prominence in key programs of graduate study and research
- to provide international focus to our curricula and research programs
- to become more inclusive and diverse
- to be America's leading partnership university

Over the course of those 25 years, tremendous progress has been made in all five of those strategic areas, including:

- enrollment growth from 21,267 in 1991-92 to 64,335 in 2016-17
- freshman SAT scores rising from 1011 in 1991-92 to 1262 in 2016-17
- research dollars increasing from \$28.4 million to \$136 million today
- the infusion of international content across the curriculum
- minority enrollment growth from 15.4 percent to 45 percent of the student body

## **Attachment A**

- the development of key partnership initiatives, including the Florida High Tech Corridor, DirectConnect to UCF, the Medical City at Lake Nona, UCF Downtown, and Partnership Buildings I, II, III, and IV

I greatly appreciate all that our trustees have done—and continue to do—to advance the regional, national, and international reputation of the university and its goals.

My detailed annual report to the UCF Board of Trustees follows.

### **ENROLLMENT GROWTH AND DEGREES AWARDED**

UCF's enrollment for this reporting year was 64,335, an increase of 2.09 percent over the past year. Undergraduate enrollment was 55,783, an increase of 2.30 percent. Graduate and professional degree enrollment was 8,075, an increase of 0.57 percent. The College of Medicine enrolled 477 medical students, an increase of 3.70 percent.

Other enrollment data of note include the following:

- the Burnett Honors College enrollment reached 1,790 students, an increase of 1.99 percent
- African-American student enrollment reached 7,131, an increase of 3.77 percent, and Hispanic student enrollment reached 15,349, an increase of 8.13 percent
- international students totaled 2,044 from 128 different countries, an increase of 16.6 percent
- study abroad programs enrolled 568 students, an increase 29.4 percent

UCF awarded 13,085 bachelor's degrees, an increase of 0.96 percent; 378 graduate certificates, an increase of 15.24 percent; 2,212 master's degrees, a decrease of .27 percent; and 429 doctoral degrees, a decrease of 2.50 percent.

This academic year, UCF awarded 15,853 degrees, the largest number ever awarded by an institution of higher learning in Florida.

A record number of physicians, 113, graduated from the College of Medicine, which represents the college's first full graduating class. Members of this fifth class began residencies at top hospitals throughout the country, including Harvard, Yale, Stanford, and the Mayo Clinic.

In the latest data from the National Center for Education statistics, UCF ranks first among public universities in the nation for both the annual number of baccalaureate degrees awarded and the number of overall degrees conferred.

The Delta Cost Project at the American Institutes for Research places UCF first among public universities in having the lowest cost in producing a baccalaureate degree.

UCF ranked 2<sup>nd</sup> among Florida's state universities with the enrollment of 77 freshman National Merit Scholars. This also placed the university 11<sup>th</sup> nationally among public universities in the enrollment of these scholars.



## **Attachment A**

### **STUDENT QUALITY AND SUCCESS**

The average high school grade point average of the freshman class was a school-record 4.02. The average SAT score of FTIC students was 1262, an increase of one point; and the average SAT score for the Burnett Honors College students was 1408, an increase of five points. The FTIC full-time retention rate was 88.8 percent. The university also enrolled 1,997 Top 10 Knights in the fall semester.

UCF students were awarded \$35 million in Bright Futures Scholarships, the third-largest amount in Florida.

The College of Engineering and Computer Science Programming Team earned the title of national champions and finished 13<sup>th</sup> in the world at the Association for Computing Machinery and the International Collegiate Programming Contest. For 35 consecutive years, UCF has placed in the top three in the region in this competition, a record unmatched by any team in the nation.

The Moot Court Program in the College of Health and Public Affairs won the Midwest Moot Court Tournament, which was sponsored by the American Moot Court Association, for the third year in a row. UCF's program was ranked 5<sup>th</sup> of 360 in the nation.

Undergraduate students in the Medical Laboratory Sciences program in the College of Medicine achieved a 100 percent pass rate on the national certification exam for medical technologists given by The American Society for Clinical Pathology.

The College of Business Administration Professional Selling Team placed 1<sup>st</sup> out of 72 teams competing at the 2017 National Collegiate Sales Competition and 8<sup>th</sup> out of 69 teams competing internationally.

College of Medicine biomedical sciences student Andrew Aboujaoude was named a 2017 Newman Civic Fellow for his initiative to launch an organization to give free health screenings to homeless people. The fellowship is awarded by Campus Compact.

Rosen College of Hospitality Management Ph.D. student Trishna Gajjar received the Emerging Scholar Award for Diversity in Organizations, Communities and Nations Research. Internationally, only 12 awards were presented.

College of Sciences political science senior Amber Mariano became the youngest person ever elected to the Florida House of Representatives.

College of Arts and Humanities Department of Modern Languages student Michael Martinez was the only undergraduate student from Florida selected to receive the Post-Secondary Russian Scholar Laureate awarded by the American Council of Teachers of Russian.

College of Sciences chemistry student Samantha Mensah received the annual Winifred Burks-Houck Undergraduate Award given by the National Organization for the Professional Advancement of Black and Chemical Engineers.

## Attachment A

College of Engineering and Computer Science Ph.D. student Adrian Sandt won the 2017 University Transportation Center Student of the Year Award for the Southeast Region at the Consortium for University Transportation Centers. Additionally, he won the 2017 Cunard Award recognizing lead authors under 35.

### PROGRAM QUALITY

The university continued to strengthen its academic and non-academic programs.

*U.S. News & World Report* ranked UCF 176<sup>th</sup> overall among “Best National Universities” and 93<sup>rd</sup> among “Public Universities.” UCF also ranked 91<sup>st</sup> in “Best Undergraduate Engineering Programs.” The publication ranked 23 graduate programs among the top 100 in their fields nationally. Among those programs, the Student Counseling and Personnel Services program earned UCF’s highest ranking at 7<sup>th</sup>, and the College of Optics and Photonics’ Atomic, Molecular and Optical Science Program ranked 14<sup>th</sup>. Overall, the College of Engineering and Computer Science moved up three spots to number 46 among public universities.

*Forbes* ranked UCF as 142<sup>nd</sup> in the “Research Universities” category and 61<sup>st</sup> among all universities in the South. *Kiplinger* named UCF 51<sup>st</sup> in the “Best Values” category in public colleges.

The Interactive Entertainment Master of Science program in the College of Arts and Humanities’ Florida Interactive Entertainment Academy was ranked 2<sup>nd</sup> in Graduate Game Design Programs in North America by the *Princeton Review*.

The College of Nursing was ranked a best graduate nursing program by *U.S. News & World Report*, and the Online Registered Nurse to Bachelor of Science program ranked 1<sup>st</sup> on *Value College’s* “Top 50 Best Value.”

UCF Online and the university’s distributed education programs were ranked 1<sup>st</sup> for the best online college by *BestColleges.com*.

UCF was named one of the top 20 colleges in the country for career services by *U.S. News & World Report* and *OnlineCollegePlan.com*.

For the second year in a row, *Aviation Week* reported that UCF provides more graduates to aerospace and defense companies than any other university in the United States.

The UCF Veterans Academic Resource Center received a Silver Military Friendly Award for being one of the top military-friendly institutions in the nation by *G.I. Jobs*.

UCF was ranked 101 of 500 universities and colleges by *MilitaryTimes.com* as a “Best for Vets.”

The University Testing Center was recognized as one of the top 100 College-Level Exam Programs by the Educational Testing Services.

The Centsible Knights ranked 19<sup>th</sup> of 50 among Best College Financial Literacy Programs by Lend EDU.

## **Attachment A**

UCF was ranked 22<sup>nd</sup> of 225 universities for best technology transfer by the Milken Institute.

Faculty published 117 books, 256 book chapters, 2,289 journal articles, and 1,993 conference proceedings. Faculty also reported 2,746 other peer-reviewed publications.

### **DISTRIBUTED LEARNING**

The distributed learning program provides students with high-quality, convenient, and engaging opportunities to obtain courses, graduate certificates, and degrees. Online, the university offered 33 undergraduate minors, 21 baccalaureate degree programs, 31 graduate certificate programs, 26 master's degree programs, and two doctoral degree programs.

Among all registered students, 80.9 percent (60,958) took at least one online or blended-learning course. Registration in online courses accounted for 42.2 percent of the total university student credit hour production, or 672,428 credit hours.

An online degree program was established for Associate of Arts, articulated Associate of Sciences, and graduate degree students who do not graduate from a DirectConnect partner school. The program is called UCF Online, and 863 undergraduate and 791 graduate students enrolled in the initial year.

Because UCF Online students do not pay many of the university fees that support on-campus programs, undergraduate student fees are approximately 22 lower than those paid by on-campus undergraduates. Graduate student fees are approximately 17 percent lower.

The state college members of UCF Online are:

- Florida Gateway College
- Florida Keys Community College
- Indian River State College
- Miami-Dade College
- North Florida State College
- Pasco-Hernando State College
- Polk State College

### **ATHLETICS**

The Knights won four conference championships: indoor track and field, women's golf, baseball, and rowing.

Eleven programs made NCAA post-season appearances, including the football team, which competed in the AutoNation Cure Bowl; the men's basketball team, which participated in the NIT semifinals in New York City; and the women's basketball team, which earned the program's first WNIT bid.

In the fourth year in the American Athletic Conference (AAC), student-athletes earned a GPA of 3.27, marking the 19<sup>th</sup> consecutive semester in which they earned a 3.0 GPA or higher.

## **Attachment A**

On March 1, the NCAA affirmed that the university's five-year probationary period had ended.

The AAC Academic Honor Role included 215 UCF student-athletes. The men's golf, women's golf, women's soccer, men's soccer, volleyball, and softball programs earned Academic All-American Team recognition awards for their success in the classroom.

For the third year in a row, the success rate of student-athletes ranked 1<sup>st</sup> in the nation among NCAA Division I public universities. The graduation success rate of 93 percent is eight points above the national average.

The football and women's tennis programs received NCAA Top 10 recognition for achieving multi-year academic progress rate scores in the top 10 percent nationally.

The men's basketball team's victory over Illinois in the NIT Quarterfinals was the first sell-out crowd to witness a Knights game at the CFE Arena. The victory advanced the team to the NIT Final Four at Madison Square Garden. Sophomore Tacko Fall was named the AAC Defensive Player of the Year.

The women's basketball team for the first time beat a nationally ranked opponent, rival USF. The team also advanced to the program's first women's NIT appearance, winning the opening game against Stetson. Junior Aliyah Gregory was named to the All-AAC first team.

The women's and men's basketball teams rebounded from losing seasons to win 26 more games than last year, the biggest combined turnaround in Division I college basketball.

The women's and men's tennis teams moved into their new home at Lake Nona. The world-class collegiate tennis center at the United States Tennis Association National Campus at Lake Nona features 12 courts along with stadium seating for up to 1,200 fans.

The cheerleading team finished 4<sup>th</sup> in the UCA College Cheerleading National Championships, earning its 12<sup>th</sup> consecutive place among the top four teams.

The baseball team won the AAC season championship and advanced to the NCAA tournament for the first time since 2012. New head coach, Greg Lovelady, was named the AAC Coach of the Year. Pitcher Robby Howell was named AAC Co-Pitcher of the Year. Rylan Thomas was named Rookie Position Player of the Year. Jason Bahr, Robby Howell, Jordan Scheftz, and Andy Rohloff were selected in the Major League Baseball Draft.

Women's Golf won its second AAC Championship in three years. Ashley Holder won the individual AAC title and was named AAC Player of the Year. Head coach, Emily Marron, was named AAC Coach of the Year.

The Rowing team won its third straight AAC title, and head coach Becky Cramer's staff earned AAC Coaching Staff of the Year for the third straight year.

## **Attachment A**

Student-athletes completed a total of 4,683 service hours. Among the 35 organizations they served were the Boys and Girls Club, Habitat for Humanity, Orlando Rescue Mission, and Central Florida Dreamplex.

Ann-Marie Blaney won the AAC cross country individual championship and went on to win the NCAA South Region Championship.

Football junior Shaquem Griffin was named the AAC Defensive Player of the Year after achieving 11 sacks and 20 tackles for lost yardage.

Football senior Shaquill Griffin was drafted by the Seattle Seahawks in the third round of the NFL Draft.

The Golden Knights Club Annual Fund pledges totaled \$3,178,215, and the sale of premium seats earned \$2,398,935. More than 120 donations were made at the Diamond Knight Level. Athletics raised \$67 million in the IGNITE Campaign, exceeding its \$55 million goal. The program has reset its goal to \$85 million.

### **SERVICES TO STUDENTS**

The Global Perspectives Office provided undergraduate students with access to 46 prominent visiting specialists, including Ray Suarez, Dorothy Parvaz, Gen. Ryan Heritage, Kayla Harrison, and Mira Sorvino.

University Relations placed 17 students in the offices of six Florida Senate and six Florida House legislators, the Orange County Government, the Gray Robinson and the Southern Strategies lobbying firms, and in the Governor's Office.

To provide comprehensive wellness and safety information to students, the Department of Security and Emergency Management co-hosted Safe Knight Week with Student Development and Enrollment Services and the Student Government Association.

The College of Engineering and Computer Science opened the Siemens Digital Grid Lab, one of only a handful of such facilities across the nation. The laboratory will give undergraduate and graduate students hands-on experience in electrical grid engineering, using the same technology employed by many private and public utilities.

The Police Department escorted 11,996 students, staff, faculty, and visitors during late night hours.

The CFE Arena hosted 379 events that were attended by more than 450,650 people. Those events included 11 UCF graduation ceremonies; 27 high school, state college, and other commencement ceremonies; 17 concerts; and four career fairs. The career fairs served approximately 7,888 students, veterans, and community members.

Improvements to the arena included upgrades to the sound and video systems for the scoreboard and ribbon board.

## **Attachment A**

Student Financial Aid dispersed \$476 million to support 51,923 students. To better serve students and their families, particularly during peak periods, the Office of Student Financial Assistance moved its lobby services to Room 107 of Millican Hall. The move allowed the office to add capacity for four additional self-service stations, two front-desk stations, and three private-counseling spaces.

Enrollment of students with unique abilities in Inclusive Education Services nearly tripled to 17 students.

UCF students engaged in more than 19,000 experiential learning opportunities, including internships, service learning, and cooperative education. Service learning students contributed 202,993 service hours that represented \$4.9 million in savings to community partners.

Career Services conducted 7,454 individual appointments with students and alumni, a 10 percent increase from the previous year. The office offered 738 programming activities, a 16 percent increase from the year before, and it reached 27,202 students, up 18 percent. More than 11,700 employers recruited students through Career Services, including Amazon, Microsoft, Google, PepsiCo, Orlando Health, and Texas Instruments.

The Knights Helping Knights Pantry began a program for students to rent blazers for job interviews, class presentations, and other occasions. The Student Government Association initiated the program and donated the funds to purchase the blazers.

### **DIVERSITY AND INCLUSION**

Diversity enrollment was the highest ever with 45 percent minority students of which 24 percent were Hispanic students. UCF is on pace to qualify as a Hispanic-Serving Institution, and a task force is exploring how current Hispanic-serving institutions are using the designation to improve student success.

Students received approximately 70 percent of the awards made by the Hispanic Heritage Scholarship Fund of Metro Orlando.

The university was recognized by the Hispanic Association of Colleges and Universities as the Associate Member of the Year.

UCF was honored by *Insight into Diversity* as a Higher Education Excellence in Diversity Award Institution.

The Office of Diversity and Inclusion provided more than \$14,000 in Diversity Action Grants to campus organizations to support diversity education events. Sponsorships included Hispanic Heritage Month, the Future Doctors for Diversity Program, and the Come Out with Pride parade in downtown Orlando.

The office held its annual Diversity Breakfast, which featured American broadcast journalist Ray Suarez as the keynote speaker. More than 580 people attended.

## **Attachment A**

The office launched the Inclusion Champion certification program, which provides colleges, divisions, and departments with training and education through a series of core and elective workshops over the course of a three-year period.

Professionals in the office facilitated 245 diversity workshops attended by 7,386 university employees and students, an increase of 42 percent.

The Community Relations Division provided support for internal and external community initiatives by belonging to organizations such as the Hispanic Chamber of Commerce, the African American Chamber of Commerce, the Central Florida Disability Chamber, and the Mayor's Martin Luther King, Jr., Commission Executive Planning Team sponsored by the City of Orlando.

The Department of Purchasing expended \$18 million with companies that qualify as diversity contractors.

WUCF TV partnered with NHK (Japan's Public Broadcasting Service) to bring a diverse and globally-minded channel, "NHK World," to the lineup of channels on WUCF TV.

The Rosen College of Hospitality Management planned the fourth World Research Summit for Tourism and Hospitality. The summit attracted 300 international participants for a three-day event that included keynote speeches, panel discussions, town hall meetings, and concurrent presentations on issues related to hospitality and tourism research. The college also hosted the Women's Hospitality Leadership Forum 2017, initiated by the National Society of Minorities in Hospitality Management.

College of Business Administration Professor of Sport Business Management, Richard Lapchick, was awarded the NCAA Champion of Diversity. Additionally, he gave 12 keynote speeches addressing diversity and inclusion with audiences totaling more than 10,000 people.

College of Medicine student Jessica Fernandez participated in the third-annual Symposium for the Coalition for Disability Access in Health Science and Medical Education in New York City, speaking to the coalition on awareness of student disabilities in medicine.

## **RESEARCH AND COMMERCIALIZATION**

Researchers received \$136.08 million in funded contracts and grants, a decrease of 7 percent.

Twenty-four researchers received \$1 million or more in funding during the year.

The National Academy of Inventors and Intellectual Property Owners Association ranked UCF 41<sup>st</sup> in the world for the number of patents issued.

Two grants totaling more than \$3.1 million from the U.S. Department of Energy will allow UCF researchers from the College of Engineering and Computer Science and the Florida Solar Energy Center to explore ways to make solar energy systems more efficient and affordable.

## **Attachment A**

The offices of Research and Commercialization and Government Relations collaborated with the Department of Psychology to obtain Army funding for post-traumatic stress disorder research in excess of \$3 million.

The Institute for Simulation and Training received \$2 million from oilfield services company Schlumberger to analyze downhole-tool operations and to develop targeted learning and training programs. The award is the largest to date of the newly established UCF Applied Research Institute at IST.

UCF and the U.S. Fish and Wildlife Service reached an agreement to establish a permanent sea turtle conservation research facility along the Brevard County coastline.

The U.S. Department of Health and Human Services awarded the Marriage and Family Research Institute a five-year, \$9.6 million grant to research the effects of relationship education on low-income families.

Two grants worth more than \$1.25 million were received to help the Department of Energy accelerate the introduction of affordable, scalable, and sustainable high-performance alternative fuels for use in high-efficiency, low-emission vehicle engines.

Engineering and Computer Science professor Issa Batarseh was inducted into the Florida Inventors Hall of Fame in recognition of inventions that have impacted the Florida economy.

College of Sciences Physics professor Humberto Campins served on the Science Team of NASA's OSIRIS-Rex spacecraft mission, which launched from the Kennedy Space Center in September. UCF will receive \$2 million in funding for the project.

### **PLANT AND FACILITIES**

The following construction projects were completed during the year:

- Band Building construction
- Biology fume hood replacement
- Business Administration I interior atrium and restroom renovation
- CFE Arena Knights Plaza renovation
- CFE Arena scoreboard replacement
- Chili's restaurant construction
- CREOL Building laboratory build out
- College of Education and Human Performance Building heating, ventilation, and air-conditioning replacement
- College of Education and Human Performance Building roof replacement
- Engineering I laboratory construction
- Laboratory and Environmental Support expansion
- Mathematical Sciences Building renovation
- Nicholson Fieldhouse temporary air-conditioning
- Parking Garage C expansion
- Pollo Tropical restaurant construction



## **Attachment A**

- Student Health Center addition
- The Venue heating, ventilation, and air conditioning replacement

The following projects are under construction:

- Biological Science Building generator
- Campus improvements to meet the requirements of the Americans with Disabilities Act
- Campus signage
- Campus wayfinding improvements
- District Energy Plant IV
- Engineering I renovation
- Facilities Support Building construction
- John C. Hitt Library expansion, Phase I of the automated retrieval system
- Libra Drive expansion and landscaping
- Research I Building construction
- Resource Management Warehouse expansion
- Spectrum Stadium scoreboard replacement
- Trevor Colbourn Hall construction
- Utilities mapping project

The following construction projects are in the design stage:

- Biology Transgenic Animal Facility laboratory renovations
- Center for Emerging Media renovation
- Colbourn Hall demolition
- CREOL Building addition
- Distributed Antenna System, main campus
- Distributed Antenna System Tower
- Dr. Phillips Academic Commons build out
- Engineering I atrium
- Engineering I roof replacement
- Garvy Center for Student-Athlete Nutrition construction
- John Euliano Park Baseball Stadium expansion – Phase II
- Partnership IV A and Partnership IV B acquisition and renovation
- Spectrum Stadium rust remediation
- Student Union expansion
- UCF Downtown Parking Garage construction
- UCF Downtown Tri-Generation Plant construction
- Wayne Densch Sports Center expansion

## **SUSTAINABILITY AND ENERGY MANAGEMENT**

The Office of Utilities and Energy Services exceeded 1.17 million gross square feet of Leadership in Energy and Environmental Design certified space, which is 18 percent of the campus's heated and air-conditioned space.

## **Attachment A**

UCF received a silver rating for sustainability by the Sustainability Tracking, Assessment & Rating System program within the Association for the Advancement of Sustainability in Higher Education. This ranking is due to the university's energy-efficient buildings, the living-laboratory use of the campus, and a commitment to ecological diversity.

The Office of Utilities and Energy Services received the Project of the Year Award from the U.S. Green Building Council Central Florida Chapter for Outstanding LEED for New Construction. The award was for the Global UCF Building. The office also received the USGBC Outstanding Green Business, Public Organization award.

The office generated 146,313 kWh in renewable energy through use of a photovoltaic system installed on a parking garage.

The university achieved a campus-wide reduction of 106.3 million kWh in electricity, 31.8 million ton-hours of chilled water, and 566,975 therms of natural gas since the 2005-06 baseline year, resulting in a cost savings of \$25 million.

Parking and Transportation Services installed six electric vehicle charging stations around the campus.

### **ADMINISTRATIVE SERVICES**

University Relations worked closely with the UCF Downtown Team in supporting the groundbreaking for the UCF Downtown campus and its continued development as a unique urban campus in the State University System of Florida.

The General Counsel's Office reviewed more than 4,900 contracts for all divisions of the university.

The Executive Chief of Staff and his staff planned, coordinated, and managed 15 board meetings, 40 committee meetings, three retreats, and one orientation for the UCF Board of Trustees.

The Office of Compliance, Ethics, and Risk received from the Department of Education its final letter closing its Clery Act review with no findings. The office also developed the UCF Employee Code of Conduct, the final element of a comprehensive compliance and ethics program.

The Department of Security and Emergency Management became the fourth college or university office in the nation to receive Emergency Management Accreditation.

The Office of Institutional Equity reviewed approximately 200 faculty search packages to ensure compliance with Equal Opportunity and Office of Federal Contract Compliance Programs laws and regulations. Jointly, the office and Student Development and Enrollment Services handled 282 Title IX cases. The office also facilitated more than 50 requests for accommodations in the workplace or accommodations needed as a result of pregnancy. It also investigated 30 reports of discrimination.

The Ombuds Office handled 776 cases.

## **Attachment A**

University Audit completed eight scheduled audits, which resulted in 30 recommendations for improvement. The office also completed 59 internal investigations, which resulted in 27 internal control and process improvement recommendations.

### **DEVELOPMENT**

The public phase of the IGNITE Campaign began in September with 600 guests attending the launch gala at the CFE Arena. In addition, several roll-out campaign events took place in Houston, Orlando, Naples, Atlanta, and Washington, D.C.

Fiscal year 2017 was a record year for the IGNITE Campaign, with \$63,067,571 in total attainment. Since the campaign launch in July 2011, \$325 million of the \$500 million goal has been attained. To date, more than 70,000 donors have made commitments to the campaign. The endowment of the Foundation ended the year with a balance of \$156 million.

Among this year's notable fundraising commitments were the following:

- \$5 million commitment from Kenneth G. Dixon—the largest multi-year cash commitment ever from a UCF alumnus—in support of UCF Athletics, which resulted in the naming of the Kenneth G. Dixon Athletics Village
- \$5 million commitment from Gregory Elias to establish an entertainment management program
- \$14.5 million gift-in-kind of product design and software licenses from Siemens
- \$1.5 million commitment from John Euliano to help expand and renovate the baseball stadium
- \$1 million gift from Dr. Glenn Hubbard to establish the Kenneth White and James Xander Professorship in Economics

“Believe,” the faculty and staff fundraising campaign, secured gifts from a record 2,045 donors, with a total of \$1,010,644 in support of the university’s goals.

### **COMMUNITY ENGAGEMENT**

The university’s marketing efforts engaged 2.73 million unique visitors from 220 countries on the UCF website, attracted readers from 213 countries to *UCF Today*, achieved 266,206 Facebook fans and 125,318 Twitter followers throughout the world, and supported the viewing of 951,525 minutes of video on the university’s *YouTube* channel.

More than 55 million total print, radio, outdoor, and online impressions were generated with a widespread marketing campaign targeting prospective students, parents, and a variety of other stakeholders.

*Pegasus* magazine generated approximately 670,000 total impressions and won 26 peer-reviewed awards. The summer issue of *Pegasus* was awarded a national ADDY for publication design, the first National ADDY awarded to UCF.

More than 1.2 million copies of the enrollment marketing material for Undergraduate Admissions were distributed to potential students and others.

## **Attachment A**

The Division of Communications and Marketing helped to attract 4,938 faculty applicants for 59 positions in support of a campaign titled “UCF Hires Faculty.” The campaign generated 3.4 million media impressions and resulted in 146 new hires.

In partnership with the state executive board of the Odyssey of the Mind, the Office of Constituent Relations hosted the Odyssey of the Mind State Tournament on UCF’s main campus for the 17<sup>th</sup> straight year. Approximately 1,500 students participated, and the event attracted more than 5,000 attendees.

The College of Education and Human Performance collaborated with Seminole County Public Schools to train teachers to better instruct underserved students in gifted programs through the Javits grant project. The project’s goal is to increase English proficiency among disadvantaged students and to infuse intercultural information into the curriculum for diverse learners.

The Division of Administration and Finance partnered with the Heart of Florida United Way to manage the university’s United Way Campaign, which raised \$161,180.

In response to the Pulse tragedy, the Division of Administration and Finance led the UCF Remembers blood drive, collecting 217 units of blood.

The 2017 UCF Celebrates the Arts was planned, managed, and performed by professional in the College of Arts and Humanities, in collaboration with the Orlando Shakespeare Theater in Partnership with UCF and the Orlando Repertory Theater. Twenty-six performances took place with middle and high school students participating, and six art exhibits were held. Over the eight-day period, 10,088 people attended the events.

The Center for Community Schools in the College of Health and Public Affairs worked with 16 school districts across the state to implement the community school model advanced by the college and the Children’s Home Society of Florida. This included working with Orange County Public Schools on the emerging Parramore PS-8 community school. To support this work, the center secured \$1.5 million in state funding, along with a \$600,000 three-year grant from the Florida Blue Foundation.

UCF partnered with Community Based Care of Central Florida and First Star to host local foster children on campus in an effort to increase their educational opportunities. Students in grades 8-12 lived on campus for a month, immersing themselves in a learning experience that included math and literacy tutoring by education students, field trips, and career-oriented workshops.

The College of Medicine’s student-run, free clinic was awarded the Innovation Award for Health Care Provider Training and Education at the Clinton Foundation’s Health Matter Activation Summit. The clinic was created four years ago by College of Medicine students.

Knight-Thon, UCF’s largest student-run philanthropic event, raised \$1,250,961 for the Children’s Miracle Network, an increase of \$249,283 over last year.

## **Attachment A**

### **HONORS AND TRANSITIONS**

Joining the Board of Trustees were John Lord, Faculty Senate Chair William Self, and Student Government Association President Nick Larkins.

Chief Richard Beary was inducted into the Florida Law Enforcement Officer's Hall of Fame.

John C. Bersia, Special Assistant to the President for Global Perspectives, was elected to the national board of directors for Global Ties U.S., a Washington, D.C., nonprofit, nonpartisan organization focused on international exchanges.

Adrienne Frame joined UCF as the Associate Vice President and Dean of Students in the Division of Student Development and Enrollment Services.

Liz Klonoff joined UCF as Vice President for Research and Dean of the College of Graduate Studies.

Jeffrey Moore was named the Dean of the College of Arts and Humanities.

Nancy Myers joined UCF as the Director of the Office of Institutional Equity.

Michael Sink was named Associate Vice President and IT Chief Operating Officer.

The 2017 Pegasus Professors are Robert Folger, David Hagan, Jana Jasinski, Jayanta Kapat, and Alain Kassab.

The 2017 Reach for the Stars awardees are Sejal Barden, Mercedeh Khajavikhan, Katherine Mansfield, Mingjie Lin, and Sadab Siddiqi.

### **PERSONAL ACCOMPLISHMENTS**

March 1, 2017, marked my 25<sup>th</sup> year as president of the University of Central Florida.

I gave 105 speeches and presentations, which included the IGNITE Campaign kickoff gala, the 10<sup>th</sup> Anniversary Gala of the College of Medicine, and the 2017 Work Plan presentation to the Florida Board of Governors.

I was ranked 1<sup>st</sup> among *Orlando* magazine's "50 Most Powerful People in Orlando" in the Education Category.

UCF business took me to:

- American Athletic Conference 2017 annual meeting, Key Biscayne
- American Athletic Conference Presidents and Athletic Directors meeting, Dallas
- American Council on Education, two meetings in Washington, D.C.
- Association of Public and Land-grant Universities annual meeting, Austin
- Board of Governors, six meetings at various locations throughout Florida
- Hospital Corporation of America, one meeting in Tallahassee and one in Gainesville
- NCAA Division I Board of Directors, two meetings in Indianapolis and one in Nashville

## **Attachment A**

- Southern Association of Colleges and Schools Commission on Colleges annual meeting, Atlanta
- University Innovation Alliance meeting where I served as a panelist, Washington, D.C.

My civic service included:

- Board of Directors of the American Athletic Conference
- Board of Directors of the American Council on Education
- Board of Directors of the National Merit Scholarship Corporation
- Chair of the State University System of Florida's Task Force on Strategic Planning for Online Education
- Florida Consortium of Metropolitan Research Universities
- Florida High Tech Corridor
- Governor's Council of Orlando Economic Partnership
- NCAA Board of Governors
- NCAA Division I Board of Directors
- SunTrust Bank Board of Directors
- University Innovation Alliance

### **GOALS FOR 2017-18**

My goals for the coming year are to accomplish the following:

- seek opportunities to advance the university's five goals and the Collective Impact Strategic Plan
- increase the university's first-to-second-year retention rate and four-year graduation rate
- align the university's priorities with the Board of Governors' performance-based funding metrics
- align the university's priorities with the state's preeminent institution metrics
- align the university's priorities with the strategic plan, UCF Collective Impact
- hire and retain high-quality faculty and staff members
- build on the strong academic quality of our students and recruit top national scholars
- continue to build strong collaborations at the Medical City at Lake Nona
- advance the development of the UCF Lake Nona Medical Center
- advance the goals of the University Innovation Alliance
- advance the goals of the Florida Consortium of Metropolitan Research Universities
- further the planning and development of UCF Downtown
- seek additional resources for the Florida Center for Advanced Manufacturing Research
- create new partnerships that enhance our teaching, research, and service missions
- and enhance the national and international reputation of UCF

I appreciate all that you, our trustees, have done—and continue to do—to advance the goals of UCF and its regional, national, and international reputation.

September 18, 2017

**ITEM: CL-6**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Amendment to University Regulations UCF-3.001 Non-Discrimination: Affirmative Action Programs, UCF-3.0134 Grievances Alleging Discrimination, and UCF-5.020 Religious Observances

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve amendments to University of Central Florida Regulations UCF-3.001, UCF-3.0134, and UCF-5.020.

**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-3.001 is being amended to update the definition of discrimination, including explaining hostile environment harassment and quid pro quo harassment. A new section on employee reporting responsibilities is also added to this regulation.

Regulation UCF-3.0134 is being amended to update the procedures of the Office of Institutional Equity for processing complaints and grievances alleging unlawful discrimination, discriminatory harassment, or retaliation.

Both UCF-3.001 and UCF-3.0134 are also amending the categories that are protected from discrimination to align with the university policy *Prohibition of Discrimination, Harassment, and Related Interpersonal Violence*. Regulations UCF-3.001, UCF-3.0134, and UCF-5.020 are each also amended to update the name of the Office of Institutional Equity.

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**Supporting documentation:**

Attachment A: Proposed Amended Regulation UCF-3.001 (redline)

Attachment B: Proposed Amended Regulation UCF-3.0134 (redline)

Attachment C: Proposed Amended Regulation UCF-5.020 (redline)

**Prepared by:** Youndy C. Cook, Deputy General Counsel  
Nancy Myers, Director, Office of Institutional Equity

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

## Attachment A

### 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, ethnicity, national origin, religion, non-religion, sex, national origin, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, disability, marital status, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), political affiliations, sexual orientation, gender identity, gender expression, and veteran status (as protected under the Vietnam Era Veterans' Readjustment Assistance Act), or membership in any other protected classes as set forth in state or federal law. 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 discriminatory harassment, and retaliation.

- (a) For purposes of this regulation, unlawful discrimination is defined as any unlawful distinction, preference, or detriment to an individual that is based upon an individual's race, color, ethnicity, national origin, religion, non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), political affiliations, prior conviction of a crime,



## Attachment A

veteran's status (as protected under the Vietnam Era Veterans' Readjustment Assistant Act), or membership in other protected classes set forth in state or federal law and that: (1) excludes an individual from participation in; (2) denies the individual the benefits of; (3) treats the individual differently with regard to; or (4) otherwise adversely affects a term or condition of an individual's employment, education, living environment or participation in a university program or activity.~~treating an individual differently than similarly situated other individuals based on a protected category (such as race, color, religion, et al).~~  
Religious discrimination includes failing to reasonably accommodate an employee's or student's religious practices where the accommodation does not impose an undue hardship. Disability discrimination includes not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability where the accommodations do not impose an undue hardship.

- (b) Unlawful discriminatory harassment is a form of unlawful discrimination wherein an individual is subjected to verbal, ~~or physical,~~ electronic or other conduct, based ~~upon an individual's~~ on a protected ~~classe~~category (such as race, color, religion, et al), that interferes with that individual's educational or employment opportunities, participation in a university program or activity, or receipt of legitimately-requested services and meets the description of either Hostile Environment Harassment or Quid Pro Quo Harassment, as defined below.~~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~~

## Attachment A

~~environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's employment, schooling, or business with the University.~~

1. Hostile Environment Harassment: Discriminatory Harassment that is so severe or pervasive that it unreasonably interferes with, limits, deprives, or alters the terms or conditions of education (e.g., admission, academic standing, grades, assignment); employment (e.g., hiring, advancement, assignment); or participation in a University program or activity (e.g., campus housing), when viewed from both a subjective and objective perspective.

2. Quid Pro Quo Harassment: Discriminatory Harassment where submission to or rejection of unwelcome conduct is used, explicitly or implicitly, as the basis for decisions affecting an individual's education (e.g., admission, academic standing, grades, assignment); employment (e.g., hiring, advancement, assignment); or participation in a university program or activity (e.g., campus housing).

(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 discriminatory harassment; or (ii) participated in any capacity, including as a witness or party/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 any unwelcome sexual advances, ~~or requests~~ for sexual favors, and other unwanted verbal or physical

## Attachment A

conduct of a sexual nature ~~when, whether verbal, non-verbal, graphic, physical, or otherwise,~~  
~~when the conditions for Hostile Environment Harassment or Quid Pro Quo Harassment (as~~  
~~defined above) are present.;~~

- ~~(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) Employee Reporting Responsibilities.

- (a) Responsible employees are required to immediately report to the university's Office of Institutional Equity all relevant details (obtained directly or indirectly) about an incident of sex/gender-based discrimination or harassment, sexual harassment, sexual assault, sexual exploitation, relationship violence, and/or stalking (as defined in the University's *Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy*, No. 2-004) that involves any student as a complainant, respondent, and/or witness, including dates, times, locations, and names of parties and witnesses. Reporting is required when the responsible employee knows (by reason of a direct or indirect disclosure) or should have known of such sex/gender-based discrimination or harassment, sexual harassment, sexual assault, sexual exploitation, relationship violence, and/or stalking.

**Attachment A**

(b) Deans, directors, department heads and supervisors are required to report to the Office of Institutional Equity all relevant details about an incident of discrimination, discriminatory harassment, or retaliation where either the complainant or the respondent is an employee or Direct Support Organization employee. Reporting is required when such deans, directors, department heads, and supervisors know (by reason of direct or indirect disclosure) or should have known of the discrimination, discriminatory harassment, or retaliation.

**(54) 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,~~ or other member of the University community will be subject to disciplinary action up to and including ~~termination~~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, and may provide cause to terminate any applicable contract.
- (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 ~~report~~complaint of discrimination or discriminatory harassment~~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 the Office of Institutional Equity~~an appropriate university official with authority to take action with regard to the matter,~~ shall be subject to disciplinary action up to and including ~~termination~~dismissal or expulsion.

## Attachment A

(65) Complaint and Investigation~~Grievance~~ Procedures. Any employee, student, ~~contractor~~ or other member of the university community~~visitor~~ who believes that he or she is a victim of unlawful discrimination, ~~including discriminatory~~ harassment, or retaliation may take formal or informal action. The individual may report the conduct to his or her supervisor or a higher level employee for further action; pursue informal resolution of the complaint; or ~~may pursue an investigation file a formal written grievance~~ in accordance with Regulation UCF-3.0134 with the Office of Institutional Equity. The Office of Institutional Equity~~Equal Opportunity and Affirmative Action Programs~~ is available to assist employees, students, ~~contractors~~ and members of the university community~~visitors~~ ~~in with~~ reporting discriminatory conduct, obtaining information about the options to informally resolving a complaint, or pursing an investigation by the Office of Institutional Equity~~filing a formal grievance~~.

(76) 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 Institutional Equity~~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, \_\_\_\_\_-17.*

## Attachment B

**UCF-3.0134 Complaints and Grievances Alleging Discrimination, Discriminatory Harassment or Retaliation.**

(1) This regulation outlines the procedures to be used for processing complaints/grievances alleging unlawful discrimination, discriminatory harassment, or retaliation. Federal and state laws protect employees, students, and other members of the University community ~~invitees~~ against discrimination, discriminatory harassment and retaliation. University policies have been developed to explain that protection and to offer solutions when discrimination is alleged on the basis of an individual's race, color, ethnicity, sex, ~~national origin, religion, non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental~~ disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), political affiliations, age, ~~veteran status~~ (as protected under the Vietnam Era Veterans' Readjustment Assistance Act), ~~marital status or parental status~~ or membership in any other protected classes as set forth in state or federal law.

(2) The Office of Institutional Equity's Investigation ~~Discrimination Grievance~~ Procedures are ~~is~~ the university's procedures for addressing allegations that an employee or third party engaged in discrimination, discriminatory harassment, or retaliation against an individual for reporting, in good faith, any discrimination or discriminatory harassment or participating in or being a party to any investigation or proceeding related to the University's Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy, No. 2-004 ~~based on sex, race, national origin, religion, disability, age, veteran status, sexual orientation, marital status, or parental status.~~ Reports in which a student is alleged to have engaged in discrimination, discriminatory harassment or retaliation are governed by The Golden Rule. These procedures ~~It responds~~ to the University's obligations under various laws to provide equal opportunity in employment and

## Attachment B

educational programs, and to provide access. A list of statutory and regulatory authorities is maintained on the Office of Institutional Equity's~~EO/AA-Office's~~ homepage.

(3) Processing Complaints/Grievances Alleging Discrimination.

(a) When an allegation of unlawful discrimination, discriminatory harassment or retaliation is involved, the individual may elect to submit a written complaint/grievance under this procedure. Unless specifically prohibited by the terms of an applicable collective bargaining agreement, the complainant/grievant may submit a complaint/grievance directly to the university's Office of Institutional Equity~~Equal Opportunity and Affirmative Action (EO/AA)~~. A representative of that office will communicate with those involved in the complaint/grievance.

(b) An employee complaint/grievance submitted through other grievance procedures but which alleges discrimination, discriminatory harassment or retaliation will be submitted to the Office of Institutional Equity~~Director of EO/AA~~.

(c) Where a complaint/grievance is submitted to the Office of Institutional Equity~~EO/AA~~, the complainant~~grievant~~ will be notified in writing of the findings of the investigation. Findings from this procedure may be considered in an employee grievance initiated under other procedures, but no grievance will be processed through more than one university administrative forum.

~~(d) Reports of discrimination or retaliation will be reviewed and resolved appropriately. Reports are differentiated from grievances alleging discrimination. Reports are defined as information conveyed directly to EO/AA, or to that office from another university representative receiving information. An individual using~~

**Attachment B**

~~that format may forego an individual remedy in favor of a generalized corrective action or may describe a situation that does not meet the definition of discrimination or retaliation.~~

(4) Unlawful Retaliation. Federal and state laws protect every individual who makes a good faith report of discrimination or discriminatory harassment or participates in or is a party to any investigation or proceeding regarding discrimination or discriminatory harassment~~files a discrimination grievance, or assists in the investigation,~~ from acts of retaliation. Retaliation is defined as any adverse actions taken against a person for making a good faith report of discrimination or discriminatory harassment or participating in any proceeding related to such a report. Retaliation includes threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in the protected activity~~an individual who files or assists with a discrimination grievance.~~

(5) Substantiated discrimination, discriminatory harassment and retaliation complaints/~~grievances or retaliation grievances~~ will be addressed with appropriate corrective action. The Office of Institutional Equity~~EO/AA~~ will inform the President, Provost, or appropriate Vice President when an investigation concludes with findings of unlawful discrimination, discriminatory harassment, or retaliation. The President, Provost, or appropriate Vice President will take steps to implement actions that will correct the conduct~~unlawful discrimination or retaliation~~. These include but are not limited to changes in regulations, policies, or procedures; discipline administered through standard procedures; changes in the complainant's~~grievant's~~ status to achieve a non-discriminatory environment; or other remedies deemed appropriate.



**Attachment B**

*Authority: BOG Regulation 1.001. History—New 12-27-83, Formerly 6C7-3.134, Amended 1-6-93, 4-23-03; Formerly 6C7-3.0134, Amended 5-18-09, \_\_\_\_\_-17.*

## Attachment C

### UCF-5.020 Religious Observances

- (1) The University of Central Florida will reasonably accommodate the religious observances, practices, and beliefs of individuals in regard to admissions, class attendance, and the scheduling of examinations and work assignments. A student who desires to observe a religious holy day of his or her religious faith must notify all of his/her instructors at the beginning of the term to be excused from classes to observe the religious holy day.
- (2) The student will be held responsible for any material covered during the excused absence, but will be permitted a reasonable amount of time to complete any work missed. Where practicable, major examinations, major assignments and University ceremonies will not be scheduled on a major religious holy day.
- (3) Students who are absent from academic or social activities because of religious observances will not be penalized.
- (4) A student who believes that he/she has been unreasonably denied an educational benefit due to his/her religious belief or practices may seek redress with the Office of Institutional Equity in accordance with that office's Investigation Procedures~~the Student Grievance Procedure,~~  
~~explained fully in The Golden Rule student handbook (in the section entitled "Office of the General Counsel").~~

*Authority: BOG Regulations 1.001 and 6.0115. History – New 11-13-09. Amended – \_\_\_\_\_-17.*

**ITEM: CL-7**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Revision to University Regulation UCF-3.0122 Resignation and  
Nonrenewal of Non-unit Faculty and Administrative and Professional  
Staff Members

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the attached amendments to existing UCF Regulation UCF-3.0122.

**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-3.0122 is being amended to clarify the procedures for providing notice of non-renewal to employees. Additionally, the regulation is amended to articulate the actions available following a non-renewal and the exemptions to the non-renewal procedures for special categories of employees.

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**Supporting documentation:** Attachment A: Proposed Amended Regulation UCF-3.0122  
(redline)

**Prepared by:** Youndy C. Cook, Deputy General Counsel  
Maureen Binder, Associate Vice President and Chief Human Resources  
Officer

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

## Attachment A

### UCF-3.0122 Resignation and Nonrenewal of Non-unit Faculty and Administrative and Professional Staff Members.

#### (1) Resignation by the Employee.

- (a) Non-unit Faculty and Administrative and Professional (“A&P”) staff members shall give one month’s written notice of resignation if possible.
- (b) Failure to provide at least two (2) weeks’ written notice of resignation will result in the designation of the employee as ineligible for rehire, except in cases of medical or family emergency, or where the employee’s early departure is approved by the University.
- (c) Employees are required to work their resignation notice period unless on approved leave of absence. Failure to work during the resignation notice period will result in the designation of the employee as ineligible for rehire.

#### (2) Nonrenewal by the University.

- (a) Non-unit ~~administrative~~ faculty and A&P staff members have no expectation of continued employment beyond the terms listed herein. These employees may be given a notice of nonrenewal for any reason, subject to the notice provisions herein, at any time during their employment, and such notice supersedes any term provisions of an appointment or contract. Notice is provided to allow time for the employee to seek other employment, either with UCF or elsewhere. Any reference to “non-unit faculty” in this Regulation specifically excludes tenured faculty.
- (b) ~~The University reserves the right to terminate employment. An employee may be notified of nonrenewal at any time during their employment, and this supersedes any term provisions of an appointment or contract.~~
- (c) ~~Nonrenewal means an employee is given written notice of that his or her employment with the University will end at the time set forth in the written notice termination of the employment relationship with the University after the end of the applicable notice period as set forth below.~~

#### (3) ~~Notice periods~~ Terms and Conditions of Notice; Notice Periods

- (a) Non-unit Faculty and A&P staff members with up to 6 months of employment in their current pay plan, may be given two weeks’ notice terminating the employment relationship. ~~Two weeks’ pay may be given in lieu of notice.~~

**Attachment A**

- (b) Non-unit Faculty and A&P staff members with at least six months but fewer than 2 (2) years ~~12 months~~ of employment in their current pay plan may be given ~~two~~ four (4) weeks' ~~months'~~ written notice terminating the employment relationship.
  - (c) Non-unit Faculty and A&P staff members with at least two (2) years ~~12 months~~ but fewer than ~~24 months~~ five (5) years of employment in their current pay plan, may be given ~~three months'~~ twelve (12) weeks' written notice terminating the employment relationship.
  - (d) Non-unit Faculty and A&P staff members with at least two five (5) years but fewer than ten (10) years ~~or more years~~ of employment in their current pay plan may be given ~~six months'~~ sixteen (16) weeks' written notice terminating the employment relationship.
  - (e) Non-unit Faculty and A&P staff members with ten (10) years or more of employment in their current pay plan may be given twenty (20) weeks' written notice terminating the employment relationship.
  - (f) Notwithstanding any provision of this regulation, employees hired on or moved to Executive Service appointments may have their employment terminated with sixty (60) days' written notice of nonrenewal, regardless of how long the individual has been employed with the University.
- (4) ~~The decision to nonrenew a University employee shall not be based on constitutionally or statutorily impermissible grounds.~~
- ~~(5)~~ Following receipt of the notice of nonrenewal, the employee may be reassigned to other duties and responsibilities. ~~Regardless of a reassignment, however, the employer~~ An employee reassigned during a notice of nonrenewal period is entitled to the same level of salary he or she received prior to reassignment. committed to compensate the employee until the effective date of nonrenewal. An employee on notice of nonrenewal shall not receive any pay increase during the notice period.
- (5) At the time of or following issuance of a notice of nonrenewal to any employee, the University may elect in its discretion to pay the employee for all or a portion of the notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out, and the employee's employment shall terminate immediately.
- (6) Exceptions to Notice Requirements; Special Conditions.

**Attachment A**

- (a) Employees on “soft money”. Notwithstanding paragraphs (2) and (3) above, the University may nonrenew without notice, no notice need be provided to employees ~~(i)~~ who are on “soft money” (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) with less than five continuous years of service on such “soft money” appointments in their current pay plan. For employees on “soft money” with five years or greater of such continued service in their current pay plan, the University shall provide ninety (90) days’ notice of nonrenewal if ~~shall be provided contingent upon funds being~~ are available in the contract, grant or fund. ~~or~~
- (b) Employees on Visiting Appointments. Notwithstanding paragraphs (2) and (3) above, the University may nonrenew an employee on a Visiting Appointment without providing notice. ~~(ii) who are on a Visiting Appointment. For employees on “soft money” with five years or greater of such continued service in their current pay plan, ninety (90) days’ notice shall be provided contingent upon funds being available in the contract, grant or fund.~~
- (c) ~~b~~ Each ~~such~~ employee on “soft money” or a Visiting Appointment ~~referenced in paragraph (a) above~~ shall have the following or an equivalent statement included in an appointment document or employment agreement: “Your employment is a Visiting Appointment or is funded by ‘soft money’ as defined in Regulation UCF-3.0122 and may cease with little or no notice.”
- (7) The decision to nonrenew a University employee shall not be based on constitutionally or statutorily impermissible grounds. Notwithstanding any of the above, employees hired on Executive Service appointments may have their employment terminated with sixty (60) days’ written notice.

*Authority: BOG Regulation 1.001. History—New 4-30-81, Formerly 6C7-3.122, Amended 1-6-93, 4-23-03, 7-16-07; Formerly 6C7-3.0122, Amended 5-7-09, 8-25-14, \_\_\_\_\_-17.*

**ITEM: CL-8**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Article 5, AFSCME Activities; Article 7, Wages; and Article 13, Change in Assignment; of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Ratify the reopened articles of the 2016-2019 Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees.

**BACKGROUND INFORMATION**

Over 1,100 USPS employees at the University of Central Florida are represented for purposes of collective bargaining by the American Federation of State, County, and Municipal Employees. The collective bargaining agreement includes the Blue Collar Unit, the Administrative and Clerical Unit, and the Other Professional Unit. The parties entered into a three-year collective bargaining agreement on January 13, 2017, and pursuant to that agreement negotiations for reopened articles began in September 2017. The University of Central Florida administration recommends in favor of ratification.

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**Supporting documentation:**

Attachment A: Article 5, AFSCME Activities; Article 7, Wages; and Article 13, Change in Assignment; of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

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

**Attachment A**

**Article 5**

**AFSCME ACTIVITIES**

5.1 Policy. The president of Council 79 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the president or his designees. The president or designee will initiate contact with the president of Council 79 concerning matters that require action by, or coordination with, Council 79.

5.2 Designation and Selection of Representatives.

A. The president of Council 79 shall annually furnish to the CHRO or CHRO's designee, no later than August 15, a list of Stewards/AFSCME Employee Representatives, the local AFSCME President, and AFSCME Staff Representatives, including the employee's name, department and phone number. AFSCME shall notify the CHRO or designee, in writing, of any changes to the Steward/AFSCME Employee Representative, local AFSCME President, and AFSCME Staff Representatives. The university will not recognize any person as a Steward/AFSCME Employee Representative, local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The president of Council 79 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than five (5) employees so designated; provided, however, that no more than one steward shall be permitted to handle a particular grievance.

5.3 Representative Access.

A. Representatives of AFSCME shall have access to the premises of the university in accordance with policies regarding public access to State property.

B. Should a Representative of AFSCME desire access to premises not available to the public under university policy for the purpose of investigating a grievance, he/she shall contact the Director who shall have the sole and exclusive discretion to grant (or not grant) such access and (if granted) the conditions of the access (e.g., location, length of time, etc.). Under no circumstances will such access request be granted where the access could impede university operations or interfere with the work of the employees.

C. AFSCME shall have the right to use university facilities for meetings on the same basis as they are available to other non-university related organizations.

D. The university may establish an account into which AFSCME may deposit funds that would be used to reimburse the university for services provided.

5.4 Copies of Agreements.



## Attachment A

A. The university will make available on the Office of Human Resources website at <http://www.hr.ucf.edu> a copy of the ratified Agreement. The university will also provide printed copies of the Agreement to the AFSCME Stewards and representatives included on the list referenced in Section 5.2A above, as well as have copies available in the Office of Human Resources and Facilities and Safety Human Resources.

B. The university will arrange to provide a legally translated collective bargaining agreement in Spanish. The university and union will share equally the cost of translation.

### 5.5 Information Provided to the Union.

The university will provide the president of AFSCME Local 3345 with the following information, upon written request of the union, up to four times per year:

1. Name
2. Home address
3. Department

### 5.6 Bulletin Boards.

A. The university agrees to provide wall space for AFSCME-purchased bulletin boards at twenty (20) locations mutually agreed upon between the university and AFSCME.

B. The materials posted on the boards shall be restricted only to official AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards. Materials to be posted shall simultaneously be provided to the Director. Any posted material not meeting the above standards may be removed by the university.

C. Posting must be dated, approved, and signed by the local AFSCME president.

### 5.7 Regulations and Agendas.

A. The agendas and minutes of the meetings of the Board of Trustees shall be available to the local AFSCME president via the Board of Trustees website at <http://bot.ucf.edu>.

B. The university shall provide the local AFSCME president a copy of its regulations published online.

C. At least 21 days prior to the adoption or amendment of any university personnel regulation or policy which will change the terms and conditions of employment for employees, the university will provide notice to the AFSCME Local President of its intended action, including a copy of the proposed regulation or policy, and the name of a person at the

## **Attachment A**

university to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions to the university contact person within 10 days of receipt of the notice. The university will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the university; such response will include the reasons for rejecting any suggested revisions. AFSCME may also confer with the CHRO concerning the proposed revisions to a university personnel regulation or policy; however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation or policy revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

### **5.8 Negotiations.**

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with university representatives designated for that purpose by the president or his/her designee. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing not more than six (6) employees to serve as its Negotiation Committee. The Committee shall consist of not more than one (1) employee from each unit represented by this Agreement. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member. Three officers of AFSCME Local 3345 shall be paid their regular rate of pay during negotiations, up to a maximum of 15 hours for the duration of a full book contract bargaining and 5 hours for the duration of a reopener.

### **5.9 Leave for Negotiating and Other AFSCME Activities.**

Employees shall have the right to request use of accrued annual leave, in writing, for the purpose of attending AFSCME conventions, AFSCME conferences, Labor-Management Committee meetings, and negotiating sessions. The use of such leave shall be governed by the same rules and regulations as any other annual leave; provided, however, that the use of such leave shall not impede the operations or staffing of the university. When the request for annual leave for the purposes of attending negotiating sessions or Labor-Management Committee meetings is denied, the supervisor shall provide such denial in writing.

## Attachment A

### Article 7

### WAGES

#### 7.1 Salary Increases.

A. For Fiscal Year 2017-186-17, ~~1.52.25~~ 1.52.25% across-the-board base salary increases shall be administered to eligible employees effective the first pay period subsequent to ratification by both parties. The eligibility criteria are:

1. Employee was hired on or prior to June 30, 2016 and has been continuously employed through the date of implementation.
2. Employee has a current performance appraisal of at least "Effective." If a current performance appraisal is not on file with Human Resources, a performance rating of "Effective" will be assumed. Any employee with a less than "Effective" rating on file who receives an updated rating of "Effective" or higher on or prior to June 30, 2016, shall receive the raise effective the beginning of the first pay period subsequent to receipt in Human Resources.
3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for this salary increase.

~~B. For Fiscal Year 2016-17, a 1.0% discretionary merit increase will be allocated and administered to eligible employees, effective the first pay period subsequent to ratification by both parties. The eligibility criteria are:~~

~~Employee was hired on or before June 30, 2016 and has been continuously employed through the date of implementation.~~

~~Employee has not received any written reprimand or suspension from July 1, 2016, through December 31, 2016. The employee's 2015 performance evaluation should be considered as an important component of the recommendation process.~~

~~Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim or other time limited appointments are eligible for a merit based salary increase.~~

~~C. In addition to the across the board increases taking effect on January 13, 2017, all employees eligible for that increase shall receive a one time payment of \$275.00 on February 3, 2017, or as soon as practicable thereafter.~~

7.2 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

**Attachment A**

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.

7.3 Nothing contained herein prevents the university from providing salary increases beyond those increases specified.

## **Attachment A**

### **Article 13**

#### **CHANGE IN ASSIGNMENT**

##### **13.1 Procedure.**

A. An employee with regular status who meets all university eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range minimum, different work unit, or different shift at the university according to university recruitment procedures. Prior to filling a vacancy, except by demotion or department promotion, the university shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the university shall consider appropriate factors, including, but not limited to, the applicant's length of continuous university service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who are interviewed may obtain notice of the university's decision via the university's online recruitment system.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer the loss of pay as a result of such reassignment.

13.2 Notice Upon University Initiated Reassignment. An employee shall normally be given a minimum of fourteen (14) days' notice prior to the university reassigning the employee. The parties agree, however, that these notice requirements shall not be required during an emergency, when necessary to accommodate modified duty for employees returning from medical leave, or in other extraordinary conditions. Employees who are reassigned by the university's initiative will be paid a lump sum of \$500.00 if the reassignment removes a shift differential and/or moves them to a different campus. UCF campuses are listed as: Main Campus, Lake Nona, Rosen, Downtown, and Cocoa. Open positions will be posted on the UCF website.

13.3 The university retains the right to assign the employee specific duties or tasks, at any time, that are characteristic to the employee's current job classification.

**ITEM: EP-1**

**EDUCATIONAL PROGRAMS COMMITTEE**  
*University of Central Florida*

**SUBJECT:** Conferral of Degrees

**DATE:** October 13, 2017

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**PROPOSED BOARD ACTION**

Approval: Conferral of degrees at the Fall 2017 commencement ceremonies.

**BACKGROUND INFORMATION**

UCF expects to award the following degrees at the Fall 2017 commencement ceremonies on December 15 and 16, 2017:

4,487	baccalaureate degrees
633	master's degrees
<u>129</u>	doctoral and specialist degrees
<b>5,249</b>	<b>Total</b>

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

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

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

## Attachment A

## UCF Fall 2017 Commencement

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

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

College	Baccalaureate's				Master's				Doctorate's			
	Intent to graduate	Projected* attending	Picked-up cap and gown	Head-count	Intent to graduate	Indicated attending	Picked-up cap and gown	Head-count	Intent to graduate	Indicated attending	Picked-up cap and gown	Head-count
Friday, 12/15, 9:00 a.m.												
College of Education and Human Performance	338	237			144	144			20	20		
* Education Specialists	0	0			2	2			0	0		
Rosen College of Hospitality Management	279	195			17	17			2	2		
College of Health and Public Affairs	761	533			149	149			3	3		
College Totals:	1,378	965	0	0	312	312	0	0	25	25	0	0
Total Students Anticipated in Attendance:	1,302											
Friday, 12/15, 2:30 p.m.												
College of Arts and Humanities	394	276			93	93			3	3		
College of Graduate Studies	0	0			4	4			0	0		
College of Sciences	978	685			24	24			20	20		
College of Undergraduate Studies	246	172			0	0			0	0		
College of Nursing	151	106			22	22			7	7		
College Totals:	1,769	1,238	0	0	143	143	0	0	30	30	0	0
Total Students Anticipated in Attendance:	1,411											
Saturday, 12/16, 9:00 a.m.												
College of Business Administration	738	517			74	74			2	2		
College of Engineering and Computer Science	503	352			90	90			56	56		
College of Medicine	97	68			9	9			8	8		
College of Optics and Photonics	2	1			5	5			8	8		
College Totals:	1,340	938	0	0	178	178	0	0	74	74	0	0
Total Students Anticipated in Attendance:	1,190											
Degree level ITG totals:	4,487				633				129			
Combined ITG submissions:	5,249											
All ceremony projected* attending:	3,903 74.4% of all ITG's											
Anticipated attendance - cap/gown pickup:	0 0.0% of all ITG's											
Headcount totals:	0 0.0% of all ITG's											

**ITEM: EP-2**

**EDUCATIONAL PROGRAMS COMMITTEE**  
*University of Central Florida*

**SUBJECT:** Tenure with Hire

**DATE:** October 13, 2017

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**PROPOSED BOARD ACTION**

Approval of tenure with hire

**BACKGROUND INFORMATION**

Each year, faculty members are hired with tenure. Normally, these faculty members have earned tenure at their previous institution and meet UCF's requirements for tenure. For others, tenure is part of the hiring package. Senior faculty members hired for administrative positions are individually considered for tenure at UCF. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

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**Supporting documentation:** Attachment A: Tenure with Hire Justification

**Prepared by:** Jana Jasinski, Interim Vice Provost of Faculty Excellence

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



## **Attachment A**

### **Educational Programs Committee Tenure with Hire Justification October 13, 2017**

#### ***Dr. Wayne Bowen, Professor***

##### **College of Arts and Humanities, Department of History**

Dr. Wayne Bowen received a Ph.D. degree in European history from Northwestern University. Prior to his arrival at UCF, he was a tenured professor, chair of the History Department, and director of the University Studies program at Southeast Missouri State University. Bowen currently serves as director of the Office of Interdisciplinary Studies in the College of Undergraduate Studies. Dr Bowen authored several published books, scholarly articles and book chapters; also a co-author, and presents at national and international conferences. Dr. Bowen has a proven record of building and strengthening departments. The Department of History and the College of Arts and Humanities support the recommendation for tenure with hire.

#### ***Dr. Melanie Coathup, Professor of Medicine***

##### **College of Medicine, Department of Internal Medicine**

Dr. Melanie Coathup received a Ph.D. degree in orthopaedic implant fixation and bone regeneration from University College London. She comes to UCF from University College London where she has a leadership role as head of the Centre for Cell and Tissue Research in the Department of Materials and Tissue, Division of Surgery and Interventional Science. She is a reader at University College London, after four years as senior lecturer (associate professor) and ten years as lecturer (assistant professor). At UCF, Dr. Coathup will lead the Prosthetic Interfaces cluster based in the College of Medicine, Department of Internal Medicine. Dr. Coathup has a number of active grants totaling over \$750,000. In the past five years, she has had over 20 peer-reviewed journal articles published in top international journals, and made a number of presentations to society conferences worldwide. She is a peer reviewer for grant-funded applications and international journals for several United Kingdom research councils. The Department of Internal Medicine and the College of Medicine support the recommendation for tenure with hire.

**ITEM: FF-3**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Amendments to University Regulation UCF-4.030 Boating on University Lakes

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the attached amendments to existing university regulation UCF-4.030 Boating on University Lakes.

**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.”

University Regulation UCF-4.030 is being amended to expand from the original focus on boating to include all water activities on campus. The name of the regulation is being amended to Campus Water Activities. As amended, this regulation will operate alongside existing university policies related to fishing, use of Lake Clare, and the UCF Reflecting Pond.

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**Supporting documentation:** Attachment A: Proposed University Regulation UCF-4.030 (redline)

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

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

## Attachment A

**UCF-4.030 ~~Boating on University Lakes.~~Campus Water Activities**

~~Lakes on the University campus are considered natural elements contributing to the beauty of the campus and its surroundings. To maintain the lakes in the most natural state possible and to protect the wildlife, fish, and shorelines, as well as the lives of persons swimming or otherwise enjoying the lake, boats using motors will not be permitted on University campus lakes. Boats using human energy or other non-mechanical propulsion devices shall be permitted. The exception to the use of motor powered boats shall be those maintained by campus law enforcement for rescue purposes, by Landscape and Natural Resources for aquatic maintenance, and by others for research purposes as approved in advance and regulated by Facilities and Safety.~~

(1) To ensure a safe and healthy environment for the university community and campus visitors, water activities such as swimming, diving, wading, floating, fishing, and boating are not permitted in campus lakes, retention ponds, streams, wetlands, or water features (including the Reflecting Pond). This regulation applies to individuals and accompanying animals.

(2) The university discourages activities on natural shorelines or in water bodies, as these areas may be inhabited by alligators, snakes, snapping turtles, or other wildlife.

(3) Water bodies and natural shorelines shall not be contaminated with materials such as litter, floating objects, glitter, confetti, or soap.

(4) Exceptions. The following functions or activities are exceptions to the restrictions and prohibitions of this Regulation.

(a) Emergency response by law enforcement.

(b) Scheduled or unscheduled aquatic maintenance activities by university staff or contractors.

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- c) Official activities pre-approved by the University through the SAFE form process (see University Regulation UCF-4.0292), such as Homecoming Spirit Splash, fishing tournaments, and academic coursework- or research-related events.
- (d) Pond research conducted by the Biology Department.
- (e) Boating on Lake Claire using non-motorized boat rentals (available on site). Personal non-motorized watercraft will not be permitted. For purposes of this regulation, “non-motorized watercraft” includes but is not limited to canoes, rowboats, kayaks, and paddleboards.
- (f) Graduation or photographs taken at the Reflecting Pond.
- (g) Use of the Lake Claire beach area and dock, subject to posted restrictions and the requirements of applicable University regulations and policies.

(5) Any student who violates this regulation is subject to referral to the Office of Student Conduct for possible disciplinary action under the student rules of conduct. Any university employee who violates this regulation is subject to disciplinary action. Those who are not students or employees of the University who are found to be in violation of this regulation may be asked to leave campus and may be subject to arrest for criminal trespassing.

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*Authority: BOG Regulation 1.001. History–New 10-8-75, Formerly 6C7-4.30; Formerly 6C7-4.030, Amended 4-22-09, \_\_\_\_\_-17.*

**ITEM: FF-4**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Amendments to University Regulation UCF-7.230 Real Property Leasing

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the attached amendments to existing university regulation UCF-7.230 Real Property Leasing.

**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.”

University Regulation UCF-7.230 is being amended to remove the language on the prohibition of escalation clauses. Escalation clauses used to be prohibited under Board of Governor’s rule 6C-17.005, but are no longer. To increase the university’s flexibility and bargaining position, we wish to remove this provision from our regulation.

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**Supporting documentation:** Attachment A: Proposed University Regulation UCF-7.230 (redline)

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

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

Attachment A

**UCF-7.203 Real Property Leasing.**

(1) The University of Central Florida may lease real property for the use and benefit of approved programs of the University, according to this and other related regulations.

(2) Exceptions. These regulations shall not apply to leases for less than 21 consecutive days.

(3) Lease. A lease is an agreement containing the terms and conditions establishing the relationship of landlord and tenant for real property, including land and any improvement thereon. A lease agreement must be in writing and executed by an authorized university official.

(4) Approval of Leases. Before leasing a building or any part thereof and occupying such space, a lease agreement shall be approved by the University's attorney and the President or Vice President for Administration and Finance or the President's designee. All lease agreements in excess of \$1,000,000 shall be approved also by the Board of Trustees or designee.

(5) Nothing contained in these regulations shall be interpreted as circumventing any applicable statutory or regulatory requirements for life safety, construction, or disabled access

(6) Standard Lease Agreement Terms. The University has certain standard lease agreement terms that it requires where the university leases space from a third party and where the university is the landlord. All lease agreements must have the prior approval of the Office of the General Counsel or shall be considered null and void.

~~(7) Escalation Clauses Prohibited. A lease shall not contain a rental escalation clause or an open rental rate that permits an adjustment in the amount paid by the University based on the happening of a future event, such as a change in the Consumer Price Index. Any such clause in a lease shall be null and void and unenforceable. The final cost to the University for the complete term of a lease, including the projected costs for all renewal periods, must be clearly set forth in the lease or calculable based on the terms of the lease.~~

(8) Right-to-Terminate Clause Required. A right-to-terminate clause shall be a part of any lease for a term exceeding one fiscal year and may not be omitted from any University lease. To comply with this provision, each lease for a term exceeding one fiscal year shall contain the following clause; "The State of

Florida's performance and obligation to pay under this lease is contingent upon an annual appropriation by the legislature.”

(9) Renewal of Leases. Any lease may contain an option to renew. Any such renewal shall be made according to the terms and conditions of the lease.

(10) Code Compliance in Leased Space.

(a) Any privately owned building or any part thereof to be leased to the University shall comply with those portions of Chapters 553 and 633, F.S., applicable to University buildings, including but not limited to fire safety, life safety and disabled access standards.

(b) Before construction or renovation of any state-leased building is commenced, the University shall ascertain that the proposed construction or renovation plan complies with those applicable portions of Chapters 553 and 633, F.S.

(c) The cost of all modifications or renovations made for the purpose of bringing lease property into compliance with applicable fire safety, life safety, and disabled access standards shall be borne by the lessor unless otherwise agreed in writing by the University.

(11) Space Measurement. The measurement of leased space shall be based on the method of measurement used by the State University System for gross square feet as described in BOG Regulation 17.001.

*Authority: BOG Regulations 1.001 and 17.001. History—Renumbered and Amended 8-4-82, 3-16-03; Renumbered and Amended 8-31-09, \_\_\_\_\_-17.*

**ITEM: FF-5**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Revision to Florida Solar Energy Center Rules 6C7-8.009 and 6C7-8.010

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the attached amendments to existing Florida Solar Energy Center rules.

**BACKGROUND INFORMATION**

Existing rules related to operations of the Florida Solar Energy Center include standards for solar energy systems that are manufactured or sold in the State of Florida, the establishment of criteria for testing performance of solar energy systems, the setting of fees to cover the costs of such testing, and the establishment of standards for acceptance of testing from other entities.

The Florida Administrative Procedures Act requires that amendments to rules be approved by the Board of Trustees. The board is requested to approve university amendments to Florida Solar Energy rules 6C7-8.009 Fees for Solar Testing, Certification, Inspection, and Other Related Services and 6C7-8.010 Solar Thermal and Photovoltaic System Standards and Certification.

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**Supporting documentation:** Attachment A: Chapter 8 UCF Rule 6C7-8.009 Fees for Solar Testing, Certification, Inspection, and Other Related Services  
Attachment B: Fee Schedule  
Attachment C: Chapter 8 UCF Rule 6C7-8.010 Solar Thermal and Photovoltaic System Standards and Certification  
Attachment D: FSEC Standard 203-17

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

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



Attachment A

**6C7-8.009 Fees for Solar Testing, Certification, Inspection, and Other Related Services.**

Fees sufficient to cover the costs of tests, certifications, inspections, and other services relating to solar equipment performed by the Center shall be collected by the Center prior to the performance of such tests, certifications, inspections, or other services. The Center shall maintain one or more fee schedules containing testing and certification fees; ~~fee schedules for “FSEC Photovoltaic Testing, Certification and Registration Services Fee Schedule” (October 2017), herein incorporated by reference, may be updated as necessary to cover the costs of procedures. FSEC PV System Fee Schedule (April 2009) “Photovoltaic Equipment Certification” and FSEC Solar Thermal Fee Schedule (January 2010) “Solar Thermal Collector Testing, System Testing & Certification”, herein incorporated by reference, may be updated as necessary to cover the costs of procedures.~~

*Rulemaking Authority 377.705, 1001.706(2)(b) FS. Law Implemented 377.705, 1001.706(2)(b) FS. History—New 5-17-10, Amended*



**FSEC Photovoltaic (PV) Testing, Certification and Registration Services  
Fee Schedule  
October 2017**

<b>PV Module Testing</b>	<b>Amount</b>
Module Testing Initiation (per 10 modules)	\$250
Spire 460SLP Flash Test	
Setup Per Module Type	\$150
Per Module	\$75
Sinton FMT350 Flash Test	
Setup Per Module Type	\$150
Per Module	\$75
Electroluminescence Imaging	
Setup Per Module Type	\$150
Per Module	\$75
LoadSpot Mechanical Test	
Setup Per Module Type	\$500
Test Time Per Hour	\$100
EL Captures Per Module	\$50
IV Captures Per Module	\$50
Reporting and Analysis (per hour)	\$50
<b>PV Module Registration</b>	<b>Amount</b>
PV Module Registration by review of test results from other accredited testing laboratories	\$300
Requires appropriate laboratory accreditation and compliance with FSEC testing standards and operating procedures.	
<b>PV System Testing</b>	<b>Amount</b>
PV System Data Monitoring (per year)	\$7,500
Includes baseline testing and continuous monitoring of system parameters.	
Technician (per hour)	\$50
Repairs, unscheduled maintenance, additional services	
Engineer (per hour)	\$75
Design, troubleshooting, additional services	
<b>PV System Certification</b>	<b>Amount</b>
PV System Certification for systems up to 11,764W DC	
Manual Design Review	\$250
Express Certification	\$150
PV System Certification for systems greater than 11,764W DC	
Manual Design Review	\$500

*For FSEC to conduct other tests, evaluations, or administrative actions in a combination not covered by the fee schedule, a fee will be established consistent with the fees listed above.*

Attachment C

**6C7-8.010 Photovoltaic System Standards and Certification.**

The PV System Certification Program applies to systems required by this regulation to be submitted to the Center by the Seller for evaluation and approval. Requirements for approval shall be those described in FSEC Standard 203-17 ~~203-40~~, "Procedures for Photovoltaic System Design Review and Approval" (July 2017) ~~(January 2010)~~. A copy of this standard is incorporated in this regulation by reference.

(1) The System Approval Certificate will include but is not limited to:

- (a) Identification of the primary and alternate major components of the system.
- (b) A diagram of the system.

~~(2) As a condition of receiving the System Approval Certificate, the Seller shall submit specifications and application information pertaining to major components of the system.~~

(2)~~(3)~~ The contents and format of the System Approval Certificate may be revised as deemed necessary by the Center.

*Rulemaking Authority 377.705, 1001.706(2)(b) FS. Law Implemented 377.705, 1001.706(2)(b) FS. History--New 5-5-10, Amended \_\_\_\_\_.*

Attachment D

DRAFT

FLORIDA SOLAR



ENERGY CENTER®

## FSEC STANDARD

# Procedures for Photovoltaic System Design Review and Approval

FSEC Standard 203-170

July 2017~~January 2010~~

1679 Clearlake Road, Cocoa, FL 32922-5703 • Phone: 321-638-1000 • Fax: 321-638-1010  
[www.fsec.ucf.edu](http://www.fsec.ucf.edu)



A Research Institute of the University of Central Florida

## Table of Contents

1.0	Scope.....	
2.0	Definitions.....	
4.0	System Classifications .....	
4.1	Grid-Connected Systems .....	
4.1.1	Grid-Connected PV Systems without Battery Storage .....	
4.1.2	Grid-Connected PV Systems with Battery Storage .....	
4.2	Stand-Alone Systems.....	
4.2.1	PV-Powered Water Pumping Systems.....	
4.2.2	PV-Powered Lighting Systems.....	
4.2.3	Remote Residential PV Systems.....	
5.0	Criteria for System Approval .....	
6.0	Application for Design Review .....	
7.0	Grid-Tied Evaluation Process .....	
7.1	System Documentation Review .....	
7.2	Electrical Design Evaluation.....	
7.3	Mechanical Design Evaluation .....	
7.4	PV Modules and Arrays.....	
7.5	Power Conditioning Equipment.....	
7.6	Design Review and Approval Process .....	
8.0	Stand-Alone Evaluation Process .....	
8.1	PV Water Pumping System .....	
8.2	PV Lighting Systems .....	
8.3	Remote Residential PV System .....	
9.0	<del>Administration</del> <u>Express Certification Process</u> .....	
9.1	<del>Personnel</del> .....	
9.2	<del>Record Keeping</del> .....	
9.3	<del>Fees</del> .....	
9.4	<del>Use of System Approval</del> .....	
9.5	<del>Maintaining System Approvals</del> .....	
9.5.1	<del>Denial of Approval</del> .....	
9.5.2	<del>Revocation of Approval</del> .....	
9.5.2.1	<del>Supplier initiated</del> .....	
9.5.2.2	<del>FSEC initiated</del> .....	
10.0	<u>Administration</u> .....	
10.1	<u>Personnel</u> .....	
10.2	<u>Record Keeping</u> .....	
10.3	<u>Fees</u> .....	
10.4	<u>Use of System Approval</u> .....	
10.5	<u>Maintaining System Approvals</u> .....	
10.5.1	<u>Denial of Approval</u> .....	
10.5.2	<u>Revocation of Approval</u> .....	
10.5.2.1	<u>Supplier-initiated</u> .....	
10.5.2.2	<u>FSEC-initiated</u> .....	

## 1.0 Scope

This evaluation covers any type of photovoltaic (PV) system that is either interconnected with the utility grid or is a stand-alone system that falls within the parameters described below. These system evaluations are based on the complete design and documentation packages that accompany the application for design review. Items evaluated include safety and code compliance of the overall design, individual components and their interactions with one another, and completeness of instructions, diagrams and schematics for system installation, operation and maintenance. This review and approval procedure does not cover site-specific requirements or issues, nor do these approvals replace or exempt any requirements of electric utilities or local jurisdictional authorities such as permitting, inspections or utility interconnection agreements as required for PV system installations.

## 2.0 Definitions

The terms defined below have the given meaning in this document and the procedures described herein.

**Alternating Current (AC):** Waveform characteristic of electrical power produced from rotating machinery, typical for utility generation, transmission and distribution of power.

**Allowable DOD:** The maximum percentage of full-rated battery capacity that can be operationally withdrawn from a battery, dictated by the cut off-voltage and discharge rate.

**Ampere-Hour (Ah):** Common measure of a battery's electrical storage capacity. An ampere-hour is equal to the transfer of an average of one ampere of current over one hour period. A battery that discharges 5 amps for 20 hours delivers 100 ampere-hours.

**Array:** A group of panels (modules) that comprises the complete PV generating unit or system.

**Average Daily DOD:** The percentage of the full-rated battery capacity that is withdrawn from a battery with the average daily load profile.

**Autonomy:** A term used to describe the period the electrical load can operate with the given battery storage capacity in a PV system. Determined by the load current and the battery capacity from full state of charge to the load disconnect point, with no input from the PV array.

**Balance of System (BOS) Components:** A term used to describe components other than the major PV system components (PV modules, inverters and storage devices), including but not limited to: conductors and terminations; disconnects and overcurrent protection devices; grounding and surge protection equipment; support structures and enclosures; auxiliary systems; and instrumentation and monitoring equipment.

**Batteries and Battery Bank:** An electrochemical energy storage and delivery system, used in PV systems to store the energy produced by the PV array, and to provide back-up power to on-site loads or to feed the utility grid.

[FSEC Standard 203-17 Appendix, FSEC Standard 203-05 \(May 2005\) \(July 2017\)](#)

**Battery Capacity:** A measure of a battery's ability to store and deliver electrical energy. Commonly expressed in units of ampere-hours (Ah) at a specified temperature, discharge rate and cut-off voltage. Design features that affect battery capacity include quantity of active material; number, design and physical dimensions of the plates; and electrolyte specific gravity. Operational factors that affect battery capacity include discharge rate; depth of discharge; cut off voltage; temperature; battery age and cycle history.

**Blocking Diode:** Placed in series with a module or "string" of modules to prevent reverse current flow and protect PV modules. Conducts current during normal operation. Can be used to prevent discharge of batteries at night in stand-alone systems.

**Bypass Diode:** Also called "shunt" diodes, used to pass current around, rather than through a group of cells or modules. Permit the power produced by other parts of the array to pass around groups of cells or modules that develop an open-circuit or high resistance condition.

**Charge Controller Algorithm:** Defines the way the charge controller regulates the array charging of the battery. Common types include series, shunt, on-off (interrupting), constant-voltage and pulse-width-modulated (PWM).

**Cut-Off Voltage:** The lowest voltage that a battery is allowed to reach in nominal operation, defining the battery capacity at a specific discharge rate.

**Cycle:** Refers to a discharge to a given depth of discharge followed by a complete recharge. A 100 percent depth of discharge cycle provides a measure of the total battery capacity.

**Depth of Discharge (DOD):** The percentage of battery capacity that has been withdrawn from a battery compared to the total fully charged capacity.

**Direct Current (DC):** A unidirectional current or signal in an electrical circuit, usually represented with a positive and negative polarity. Photovoltaic cells and batteries are direct current (DC) devices.

**Efficiency (%):** The ratio of the the average output and input power of an energy conversion system. Photovoltaic module and array efficiency is defined as the maximum power output of the module/array divided by the available power from the irradiance and array surface area.

**FSEC:** The Florida Solar Energy Center, 1679 Clearlake Road, Cocoa, Florida 32922-5703. FSEC is one of research centers of the University of Central Florida (UCF).

**Grid-Connected Photovoltaic Systems:** An electrical power generating system that uses a photovoltaic (PV) array as the primary source of electricity generation, and is intended to operate synchronously (frequency and voltage) and in parallel with the electric utility network. Such systems may also include battery storage, other generating sources, and may operate on-site loads independent of the utility network during outages.

**I-V Curve:** Represents the current-voltage (I-V) performance of a photovoltaic cell, module or array at a given operating temperature and solar irradiance.

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FSEC Standard 203-17 Appendix, FSEC Standard 203-05 (May 2005) (July 2017)

**Innovative Equipment:** Photovoltaic systems and/or equipment which, due to its design, ~~can not~~ cannot be evaluated adequately and fairly by methods described in this document.

**Insolation (solar radiation):** The energy flux from the sun received on a unit surface area, usually expressed in units of kWh/m<sup>2</sup>-day for the average daily or monthly conditions at a given location. For a given location, the amount of insolation received defines the maximum energy production of a photovoltaic array.

**Inverter:** A power conversion device that transforms DC power into AC power at specified voltage and frequency. Can operate directly from either PV arrays or batteries, ~~and~~ and produce AC power to operate loads independently, or operate interconnected to and in parallel with the utility grid. Typically wide range of inverters are commercially available, from few kW's to 100's of kW's. When the inverter rated power is at the PV module level (200W-300W) the inverter is known as a micro-inverter.

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**Interconnection:** The technical and administrative process by which PV systems and other distributed generators are connected to and operated in parallel with the electric utility network.

**Irradiance:** The instantaneous solar power or rate of solar flux received on a unit surface area, generally expressed in units of watts per square meter (W/m<sup>2</sup>). A typical peak value for irradiance at noon on a clear day, on a surface normal to the sun's rays is 1000 W/m<sup>2</sup>.

**Junction Box:** An enclosed terminal block on the back of PV modules or in other parts of a system, which allows the modules/array and other subsystems to be connected electrically in the system.

**Low Voltage Disconnect (LVD):** The battery voltage at which a controller disconnects the load, defining the maximum DOD.

**Low Voltage Disconnect Hysteresis (LVDH):** The voltage between the LVD and the voltage at which the load is reconnected.

**Major System Components:** Includes the photovoltaic (PV) modules and array, batteries, system controller and inverter, as applicable.

**Maximum Power (P<sub>mp</sub>):** The maximum power output of a photovoltaic cell, module or array when operated at its highest efficiency point, corresponding with the maximum power current and voltage (I<sub>mp</sub> and V<sub>mp</sub>).

**Maximum Power Current (I<sub>mp</sub>):** The current output of a photovoltaic cell, module or array when operated at its maximum power point, corresponding with the maximum power voltage (V<sub>mp</sub>).

**Maximum Power Voltage (V<sub>mp</sub>):** The voltage output of a photovoltaic cell, module or array when operated at its maximum power point, corresponding with the maximum power current (I<sub>mp</sub>).

**Maximum System Voltage:** The maximum rated voltage for a PV system, based on the rated open-circuit voltage of the array, and adjusted for the lowest ambient temperature at the installation site. Used to determine acceptable ratings for electrical devices used in the system.



**Model:** A photovoltaic system or component that is distinguished by a specified size, set of materials, configuration and performance. A change in any of these basic characteristics constitutes a new model.

**Module:** A group of PV cells connected in series and/or parallel and encapsulated in a laminate. The basic building block for PV arrays.

**Nominal Operating Cell Temperature (NOCT):** A reference temperature of a photovoltaic module or array, operating at an irradiance level of 800 W/m<sup>2</sup>, an ambient temperature of 20° C, a wind speed of 1.0 m/s, and with the module or array in open-circuit condition.

**Open-Circuit Voltage (Voc):** The maximum voltage output of a photovoltaic cell, module or array; measured in an open-circuit condition.

**Panel:** A group of [interconnected cells and](#) modules that is the basic building block for installing PV arrays.

**Peak Sun Hours:** See Insolation

**Power Optimizer:** [A DC to DC conversion device designed to optimize the power output of a photovoltaic panel. Typically, these are module level electronic devices \(integrated or add-on\) that perform maximum power point tracking and panel isolation. The Power Optimizer is also known as DC or Panel Maximizer.](#)

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**Rate of Charge/Discharge:** The current flow into or out of a battery. Expressed as a ratio of the nominal battery capacity to the charge or discharge time period in hours.

**Regulation Voltage (VR):** The maximum voltage the controller allows the battery to reach before the array is disconnected.

**Regulation Voltage Hysteresis (VRH):** The voltage span between the VR and the voltage at which the array is reconnected to the battery.

**Short-Circuit Current (Isc):** The maximum current output of a photovoltaic cell, module or array; measured in a short-circuit condition, and directly proportional to the solar irradiance.

**Stand-Alone Photovoltaic System:** A solar photovoltaic system that supplies power independently of an electrical production and distribution network.

**Standard Operating Conditions (SOC):** A secondary reference condition for the performance ratings of photovoltaic modules and arrays. Based on a solar irradiance of 1,000 W/m<sup>2</sup>, nominal operating cell temperature (NOCT) and under the ASTM standard G173 air mass (AM) 1.5 global spectrum. SOC represents a more typical temperature condition for PV modules and arrays operating in the field.

**Standard Test Conditions (STC):** The industry accepted primary reference condition for the performance ratings of photovoltaic cells, modules and arrays. Based on a solar irradiance of 1,000 W/m<sup>2</sup>, a PV cell temperature of 25° C, air mass 1.5 and under the ASTM standard spectrum (AM 1.5). Seldom do PV devices

[FSEC Standard 203-17Appendix, FSEC Standard 203-05 \(May 2005\) \(July 2017\)](#)

operate at STC, rather actual measurements are translated to these conditions for the purposes of ratings and comparison between different modules and arrays.

**Standard:** A document that specifies the performance, test procedures, durability or safety requirements for a system or component.

**State of Charge (SOC):** The amount of energy in a battery, expressed as a percentage of the energy stored in a fully charged battery.

**System Approval:** The process outlined in this standards document that provides a method for evaluating the suitability of PV system design packages.

**System Controller:** The device or combination of devices in a PV system that regulates the state of charge of the battery subsystem and may also provide load control functions.

**System Manual:** The complete documentation package accompanying an approved PV system design. Must be submitted for design review, and include at a minimum, electrical and mechanical drawings, parts/source lists, manuals for major components (modules, inverters, etc.), and instructions for installation, operation and maintenance of the system.

**Total Dynamic Head:** The vertical distance from the center of the pump to the point of free discharge of the water. Pipe friction is included.

#### 4.0 System Classifications

The design review process focuses on two categories of photovoltaic systems: grid-connected and stand-alone.

##### 4.1 Grid-Connected Systems

Two types of grid-connected photovoltaic systems are considered in this FSEC standard. These include grid-connected PV systems without battery storage and grid-connected PV systems with battery storage. For the purposes of this document and the scope of the design review and approval process, the following is the intended definition of a grid-connected photovoltaic system:

*“An electrical power generating system that uses a photovoltaic (PV) array as the primary source of electricity generation, and is intended to operate synchronously and in parallel with the electric utility network. Such systems may also include battery storage, other generating sources, and may operate on site loads independent of the utility network during outages.”*

There are three types of stand-alone systems covered by this document. These include PV-powered water pumping systems, PV-powered lighting systems, and remote residential PV systems.

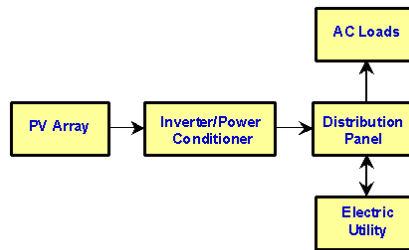
##### 4.1.1 Grid-Connected PV Systems without Battery Storage

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[FSEC Standard 203-17](#)Appendix, [FSEC Standard 203-05 \(May 2005\) \(July 2017\)](#)

*Grid-connected or utility-interactive* designed to operate in parallel with to the electric utility grid. The component in grid-connected PV inverter, or power-conditioning unit converts the DC power produced by AC power consistent with the quality requirements of the utility automatically stops supplying power the utility grid is not energized. A bi-interface is made between the PV circuits and the electric utility

at the on-site distribution panel or service entrance. This allows the AC power produced by the PV system to either supply on-site electrical loads, or to supply power to the grid when the PV system output is greater than the on-site load demand. At night and during other periods when the electrical loads are greater than the PV system output, the balance of power required by the loads is received from the electric utility. When the utility grid is down, these systems automatically shut down and disconnect from the grid. This safety feature is required in all grid-connected PV systems, and ensures that the PV system will not continue to operate and feed back onto the utility grid when the grid is down for service or repair.



PV systems are and interconnected primary systems is the (PCU). The PCU the PV array into voltage and power grid, and to the grid when directional system AC output network, typically

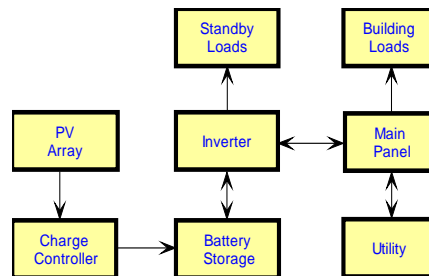
#### 4.1.2 Grid-Connected PV Systems with Battery Storage

This type of system is extremely popular for homeowners and small businesses where backup power is required for standby loads such as refrigeration, water pumps, lighting and other necessities. Under normal operating conditions, the system operates in a grid-connected mode, supplementing the on-site loads or sending excess power back onto the grid while keeping the battery fully charged. In the event the grid becomes de-energized, control circuitry in the inverter opens the connection with the utility through a *bus transfer mechanism*, and operates the inverter from the battery to supply power to the dedicated standby load circuits only. In this configuration, standby loads are typically supplied from a dedicated load sub panel.

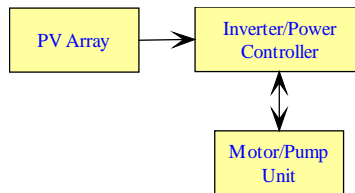
#### 4.2 Stand-Alone Systems

Each of these systems can provide power to DC loads. With the incorporation of an inverter in the system, each can also supply AC loads. Unlike the grid-connected systems, these systems must generate all the power available to the loads. Thus, array sizing (and battery sizing where included) and load requirements are critical aspects of success in meeting the customer's needs.

##### 4.2.1 PV-Powered Water Pumping Systems

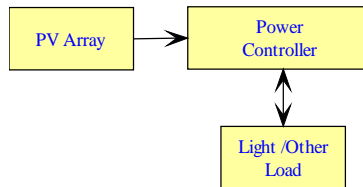


Water pumping is a major application for PV systems across the western US. Typically, these systems include a ground-mounted array (with or without an optional mechanical tracking device), a pump controller, an inverter for AC pump motors, and the pump/motor assembly operating off either DC or AC. Water is pumped only during daylight hours and is usually stored in a water tank to cover periods of bad weather. Batteries banks also may be incorporated in these systems as well.



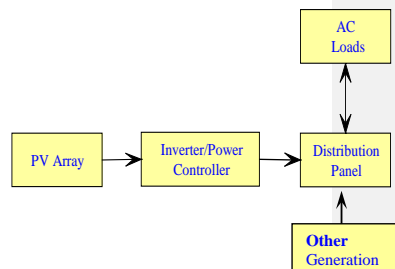
#### 4.2.2 PV-Powered Lighting Systems

Photovoltaic-powered lighting systems are an option for providing area lighting and sign lighting in lieu of extending utility service. These systems are sold as packages including the array, batteries, battery enclosure, charge controller, lighting controller, light fixture, ballast and lamp. The systems are typically small – total module output is typically under 250 W<sub>STC</sub>. The arrays are usually pole mounted or mounted to the sign structure and should be equipped with vandal resistant hardware. High-pressure sodium, low-pressure sodium, and fluorescent fixtures are popular choices for these lights. Protection of the batteries from significant temperature variations is an important installation issue with these systems. Enclosure provisions for the batteries should moderate any temperature excursions to extend the lifetime and capacity of the batteries.



#### 4.2.3 Remote Residential PV Systems

Photovoltaic systems can power remote residences and other small facilities where utility power is not available or desired. These systems typically utilize a roof or ground mounted array, a battery charge controller, battery storage, and an inverter to supply 115 VAC, 60 Hz electrical service. These systems may also be supplied with an auxiliary source of power such as small wind generators and/or engine generators to meet electrical needs during periods of bad weather. These systems may also be configured as portable power generators, either skid or trailer mounted, and are complete packages with integrated components.



## 5.0 Criteria for System Approval

Criteria for system approvals are based on applicable codes and standards, and consistency with industry accepted design practices. ~~Evidence to support these criteria must be contained in the supplier's System Manual.~~ General criteria include:

- Conformance of the overall electrical design and specified installation methods with all relevant sections of the National Electrical Code (NEC).
- Evidence of applicable product listings for major components from Underwriters Laboratory (UL) or other recognized laboratory.
- Module certification according to FSEC Standard 202 (current version).
- Where battery storage is used, conformance with Applicable codes and standards.
- Warranty information for complete system and individual components.

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## 6.0 Application for Design Review (Manual Review)

Any system integrator, supplier, owner, designer, or installation contractor may initiate the design review process by completing an application ~~form~~form, whether in paper form or online, and submitting all required documentation and materials to FSEC for review. A single application must accompany each system submitted.

Anyone requesting design review and approval should use the National ~~Electric~~Electric Code (NEC) and the checklist on the application as a guide. More information regarding the process for submitting designs for review is available from FSEC's Internet web site.

The organization or individual submitting the design for approval will be responsible for meeting all criteria by providing the necessary documentation, drawings, schematics, parts lists, manuals, and warranty documentation as applicable. The initial system design review process will be completed in the order applications are received. Applications that are incomplete or inaccurate required will be identified for the applicant, and the designs must be appropriately amended by the applicant prior to approval.

## 7.0 Grid-Tied Evaluation Process

System manuals, electrical and mechanical drawings, component manuals and other documentation submitted for review will be evaluated according to the requirements of this document. When the review is completed, FSEC will provide the supplier with a report on the evaluation, and note any deficiencies required for approval. After all deficiencies have been resolved, approval will be granted and the supplier will be awarded a *System Approval Certificate*.

## 7.1 System Documentation Review

~~FSEC Standard 203-17~~Appendix, FSEC Standard 203-05 (May 2005) (July 2017)

A complete system documentation package is a fundamental requirement for system approvals. At a minimum, this documentation must include system specifications, parts lists, ~~and electrical schematics, mechanical drawings, and instructions for the installation, operation and maintenance of the system.~~ The supplied documentation is reviewed to verify that the following items are included:

- System description and specifications
- Data sheets for all major components (modules, inverters, ~~etc.~~)
- Complete electrical schematic
- Warranty information on components and complete system

It is strongly encouraged to provide the following items with the system submittal:

- System installation and checkout procedures
- System operation, maintenance and troubleshooting instructions
- ~~Owners~~Owner's manuals for individual major components

## 7.2 Electrical Design Evaluation

Safe and code-compliant electrical designs are a principal concern of these approvals, and must be consistent with the requirements of the NEC. At a minimum, supplier's electrical drawings must include the types, sizes, ratings and locations of all conductors, overcurrent and disconnect devices, terminations and connectors, conduit and junction boxes, and grounding systems. Complete electrical schematics are required for these items. Design documentation, installation instructions and electrical schematics are reviewed to verify that they specify and diagram:

- Types, sizes and locations of all system conductors
- Types, ratings and locations for all required system disconnect and overcurrent devices
- Ratings and locations for blocking and bypass diodes, as applicable
- Requirements for equipment and system grounding and surge suppression
- Methods and equipment required to interface the PV system output with the electric utility grid
- Types, ratings and locations for all conduit and junction boxes
- DC voltage drop limitations and conductors required for given length
- PV module equipment grounding
- PV system grounding
- Charge controller details (if applicable)
- Battery wiring (if applicable)

## 7.3 PV Modules and Arrays

An important part of the system design reviews is ensuring that quality PV modules are used. Basic requirements include applicable qualification tests and product listings, and manufacturers' specifications. PV modules used in systems submitted for review must be FSEC certified. Module certification does not have to ~~preclude~~preclude the submittal of an application for system certification but is required for final approval of the design.

## 7.4 Power Conditioning Equipment

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~~FSEC Standard 203-17~~Appendix, FSEC Standard 203-05 (May 2005) (July 2017)

Inverters, chargers, controllers, [PV Optimizer](#), and other power processing hardware are critical components in these approvals, and this equipment must meet industry standards for grid-connected PV systems. Acceptable voltage set points, and other system programming or control set points must also be consistent for the type of batteries used, as applicable. The system documentation and equipment specifications are reviewed for:

- Compliance with current standards UL 1741 and IEEE 929
- Specification and appropriateness of inverter/controller operating windows for PV array under highest and lowest temperature extremes
- Specification and appropriateness of control or programmable set points for charge control with given battery
- Inclusion of owner's, operator's and user's manuals for all major power processing components

## 8.0 Stand-Alone Evaluation Process

The majority of the criteria for grid-connected systems are also applicable to off-grid system approval. The electrical systems are evaluated for code compliance and sound design principles, the mechanical systems are analyzed for basic stability and function, the components must meet minimum standards and be of the appropriate type and size, and the remainder of the documentation package must clearly communicate instructions for installation, operation, maintenance, etc. Because of the nature of Off-Grid systems, some criteria differ from Grid-Tied systems. These are specific to the intended application of the PV system, and are listed in the following sections.

### 8.1 PV Water Pumping System

- Systems must be supplied with complete installation, operation and maintenance manuals for utility personnel and a user manual for the utility customer.
- Systems must include two distinct sub-systems including:
  - 1) a fully integrated PV power supply (PV modules and power controller or inverter) with all hardware needed for installation (excluding water pipe and pump cable), and
  - 2) the associated pump/motor unit including all wiring, fittings, etc.
- The supplier must provide:
  - performance curves for the pump as a table or chart showing pump output in gallon per minute (GPM) verses power input (W) to the unit for a given Total Dynamic Head (TDH),
  - daily water output for an isolation value of 5kWhr/m<sup>2</sup> per ~~day~~ day (5 peak sun hours).
- The pump/motor units may be DC or AC.

### 8.2 PV Lighting Systems

- Systems must be supplied as complete packages with all hardware and wiring necessary for installation (excluding poles or sign lighting arms and wiring for sign lights).
- Systems must have an appropriate array to load ratio (typically between 1.3 and 1.5).
- All PV system components exposed to the elements must be capable of withstanding exposure to temperatures of -20° to 45°C and shall be capable of meeting local design wind conditions.
- The supplier must provide each system's light output (foot-candles) and run time at an isolation level of 5 kWh/m<sup>2</sup> per day (5 peak sun hours).
- Systems must be capable of supplying the design energy for the specified period without auxiliary energy based on the low voltage disconnect (LVD) set point during winter temperatures and have a minimum three-year battery lifetime under typical cycling.



- The maximum allowable depth of discharge should be no more than 50 percent of the nominal battery capacity for the given discharge rates, or higher, depending upon the appropriate value for the selected battery technology. The specified LVD set point of the battery charge controller should be consistent with the maximum allowable depth of discharge for the battery.
- Battery charge voltage temperature compensation must be provided as part of the charge controller and the temperature compensation coefficients must be specified.
- Lamps, ballasts and fixtures must be suitable for outdoor application, must be fully described, and must meet a minimum 3-year service life.
- Light fixtures (and lamps) must meet a minimum illumination level of 0.4 foot-candle over a 400 square foot area for the area lighting systems and a minimum illumination of 0.8 foot-candle over the given area for sign lighting systems.

### 8.3 Remote Residential PV System

- Systems must be capable of supplying the design energy for at least the manufacturer-specified autonomous operation period without auxiliary energy. Compliance will be based on the low voltage disconnect (LVD) set point during winter temperatures, with the battery having a minimum three-year battery lifetime under typical cycling.
- Systems must provide 115 VAC, 60 Hz, single-phase power at a minimum.
- Systems must be supplied as complete packages and with all necessary installation hardware.
- Systems must be capable of operating in temperatures of -20° to 45°C and shall be capable of meeting local design wind conditions.
- System components/packages must have proven and documented records of field performance and successful operation in similar applications.
- Systems must have NEC approved means for accepting auxiliary 115 VAC power.
- The supplier must provide each system's expected daily AC output (kWh per day) and maximum AC power capability (peak watts) at an insolation level of 5 kWh/m<sup>2</sup> per day (5 peak sun hours) during summer months.
- For systems with batteries, flooded lead-acid batteries are not allowed for installation in any conditioned space or living/working areas of homes or facilities.
- AC output of array should be metered
- Installation completed by individual/organization with recognized competence (i.e., certified by recognized organization, installer trained by system supplier, [eteetc.](#))

[FSEC Standard 203-17](#)Appendix, [FSEC Standard 203-05 \(May 2005\) \(July 2017\)](#)

## 9.0 Express Certification Process

Any system integrator, supplier, owner, designer, or installation contractor may initiate the design review process by utilizing the Express Certification Process in lieu of the manual certification process. FSEC Express Certification is an online tool developed by FSEC to provide system certification while expediting the permitting process for Tier 1 residential roof top solar photovoltaic systems. Express Certification requires data entry of key PV System design parameters; allows selection of PV System components from a pre-approved list; automatically performs required electrical calculations; provides verification that design meets NEC and FBC requirements; produces FSEC certified, code-compliant system; provides electronic or hard copy certified system document package that allows for expedited permitting in jurisdictions that have approved its use.

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## 10.0 Administration

### 109.1 Personnel

A Design Review Committee (DRC) consisting of designated FSEC staff members evaluates all submittals. DRC members must meet the following qualifications:

- B. S. or higher degree in engineering or equivalent.
- Sound knowledge of relevant sections of the current National Electric Code (NEC), applicable standards, and PV system design and installation practices.
- Minimum of three ~~years~~<sup>years</sup> work experience in photovoltaic systems, including at least one year in PV system design.

FSEC Standard 203-17 Appendix, FSEC Standard 203-05 (May 2005) (July 2017)

### **109.2 Record Keeping**

Documentation and archives for all correspondence are kept electronically and in hardcopy in the file room in the FSEC PVDG Division.

### **109.3 Fees**

A fee sufficient to cover the costs of the design review and approval process shall be collected prior to the performance of these services. Fees may be revised as deemed necessary to cover costs. Information on the fee for this service is available at the Center.

### **109.4 Use of System Approval**

Upon request, the system manufacturer, supplier or installation contractor shall furnish a copy of the complete *System Manual* and the *System Approval Certificate* to system owners, code enforcement officials, electric utilities or others involved in purchasing, installing, inspecting, operating or maintaining the system. The System Approval Certificate is issued to the individual or entity identified on ~~the Design~~ the Design Review Application and is a document to be under their control. Copies of the certificate will not be issued without approval of the certificate owner. An assembly of similar components, without approved documentation, does not constitute an approved system. An example of a System Approval Certificate is available from FSEC.

Note that these approvals do not replace or exempt any requirements of electric utilities or local jurisdictional authorities in matters such as permitting, inspections or utility interconnection agreements as required for PV system installations. When referring to FSEC approvals in any documentation produced by the supplier, including technical or marketing information, there shall be the following statement:

*"The photovoltaic system design described in this manual, when properly installed and maintained, meets the minimum recommended practices established by the Florida Solar Energy Center. This "approval" does not imply endorsement or warranty of this product by the Florida Solar Energy Center or the State of Florida."*

### **109.5 Maintaining System Approvals**

A database of approved grid-connected PV systems will be maintained by FSEC and produced on the Internet for public access. To verify the approval status of a PV system design package, an official or other interested party may contact FSEC or access the information via the Internet.

As indicated on the signature form required of all companies submitting a system design, manufacturers and suppliers must contact FSEC when components, configurations, or documentation for approved system are modified. FSEC ~~may evaluate~~ may evaluate approved designs on a periodic basis to determine if each *System Manual* and the system and components are still accurate and up to date any changes or updates are required. Changes in an approved system that require the approval of FSEC include:

- Changes in the type, model or manufacturer of the photovoltaic modules/arrays, battery bank, inverter or other primary system components

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[FSEC Standard 203-17 Appendix, FSEC Standard 203-05 \(May 2005\) \(July 2017\)](#)

- A change in the system diagram (configuration) or electrical schematic; that is, a change in the arrangement of components in the system, or a change in the ratings of specific components
- Any significant change in the *System Manual*, drawings, electrical components or array mounting hardware or design

#### **109.5.1 Denial of Approval**

If FSEC determines that the applicant does not satisfy all the criteria as outlined in this document, FSEC shall give the applicant a written report detailing all reasons for denying approval using the Design Review Checklist and Reporting Form (sample available from FSEC). An applicant aggrieved by the FSEC decision may file a written request for review with FSEC. The FSEC Director shall appoint a Review Committee, which will reconsider the information on file. Based on the Review Committee's findings, FSEC shall, affirm, modify or reverse the initial decision and shall so inform the applicant of the Review Committee's recommendations.

#### **109.5.2 Revocation of Approval**

##### **109.5.2.1 Supplier-initiated**

The party who has been issued an approval for a photovoltaic system may voluntarily terminate the approval by giving written notice to FSEC. The note shall state the effective termination date and the reasons for termination.

##### **109.5.2.2 FSEC-initiated**

FSEC may revoke or suspend an approval for a grid-connected PV system package in the event of:

- Deliberate misrepresentation of documentation submitted in the application for design review and approval
- Claiming that one PV system approval applies to another system which has not been approved
- Failure to comply with a condition of approval or product labeling
- Failure to correct a discrepancy that is detected by FSEC after initial FSEC approval. Supplier will be given 30 days in which to make corrections.

The procedure for appeal ~~of certification~~of certification revocation shall conform to the process for appeal of denial of certification specified above.

**ITEM: FF-6**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Amendments to University Regulation UCF-4.019 Fee Policy—Payments, Refunds, and Release of Fee Liability

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approve the attached amendments to existing university regulation UCF-4.019 Fee Policy—Payments, Refunds, and Release of Fee Liability.

**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.”

University Regulation UCF-4.019 is being amended to clarify the language for students filing petitions for medical withdrawals and late drops.

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**Supporting documentation:** Attachment A: Proposed University Regulation UCF-4.019 (redline)

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

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

Attachment A

**UCF-4.019 Fee Policy – Payments, Refunds, and Release of Fee Liability.**

- (1) All tuition, non-resident fees, associated fees, and special fines and fees that are authorized by Board of Governors Regulations 7.001, 7.002, and 7.003 are collected by the University.
- (2) Past Debts: Prior to registration for any term, students must pay or make arrangement to pay all due or delinquent amounts owed to the University.
- (3) Tuition, non-resident fees, and associated fees and their due dates are to be made available to each student for each semester in which they register.
- (4) Except in the cases of authorized deferred payment, the Registrar's Office will be notified to cancel the registration of any student who fails to pay required tuition and associated fees.
- (5) Students who fail to pay tuition and associated fees by the published deadline and whose registration is cancelled in accordance with subsection (4) above may petition to be re-registered. If the petition is approved, the student must pay or make arrangements to pay the tuition and associated fees plus a late registration fee and late payment fee.
- (6) Tuition refunds or release of fee liability are based on circumstances determined by the University to be exceptional and beyond the control of the student, and are processed as medical withdrawals or late drops. The university must document the basis for any medical withdrawal or late drop.
  - (a) The basis for a medical withdrawal involves illness of a student of such severity or duration, as confirmed in writing by a physician or other medical provider, to preclude completion of the course(s), including the death of the student.
  - (b) A late drop may only be granted to a student who has experienced an extenuating circumstance beyond the student's control and which either precludes the student from completing the course(s) or has such a severe effect on the student that the

student is substantially impaired in their ability to complete the course(s). The extenuating circumstances that may serve as basis for a late drop includes but are not limited to death in the immediate family (parent, step-parent, spouse, child, sibling, or grandparent), involuntary call to active military duty, a documented university error, ~~or other extenuating circumstance, beyond the student's control,~~ that precludes the completion of the course(s) or documented trauma to the student.

(7) A student seeking a refund of or a release from liability for tuition and fees under paragraph (6) of this Regulation must submit a request or petition, in writing. ~~Requests for refunds or other appeal action must be submitted~~ to the University within six months of the close of the semester to which the action is applicable. Petitions or requests should be submitted to the Office of Academic Services if the individual is an undergraduate student and to the College of Graduate Studies if the individual is a graduate student.

*Authority: BOG Regulations 1.001, 7.001, 7.002, and 7.003. History—New 10-8-75, Amended 8-4-82, Formerly 6C7-4.19, Amended 4-27-03; Formerly 6C7-4.019, Amended 8-7-09, \_\_\_\_\_-17.*

**ITEM: FF-7**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Garvy Center for Student-Athlete Nutrition

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Recommend approval of the revised budget for the Garvy Center for Student-Athlete Nutrition; a revision to the capital improvement plan for 2018-19 through 2022-23; and the addition to the University of Central Florida 2015-25 Campus Master Plan Update.

**BACKGROUND INFORMATION**

The project budget was previously approved at \$1.85 million as part of the 2018-23 Capital Improvement Plan at the July 20, 2017 Board of Trustees meeting. Now that the facility design is complete, the new project budget is \$2.5 million. All funding is from private sources.

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**Supporting documentation:** Attachment A: Revised 2018-19 Capital Improvement List  
Attachment B: Rendering of the Garvy Center for Student-Athlete Nutrition

**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



# Board of Trustees Meeting - Consent Agenda

Attachment A

## UNIVERSITY OF CENTRAL FLORIDA FUTURE PROJECT PROJECTIONS FOR 2018-23 2018 FIVE-YEAR FIXED CAPITAL IMPROVEMENTS PLAN

PECO PROJECTS	REVISED 10/19/2017	2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
UTILITIES, INFRASTRUCTURE, CAPITAL RENEWAL, AND ROOFS (P.C.)		\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$70,000,000	1
RESEARCH BUILDING I (P.C.)		\$23,639,773					\$23,639,773	2
ENGINEERING BUILDING I RENOVATION (P.C.)		\$17,745,473	\$1,176,311				\$18,921,784	3
COLLEGE OF NURSING AND ALLIED HEALTH (P.C.) HEALTH SCIENCES CAMPUS		\$8,321,670	\$66,573,360	\$8,321,670			\$83,216,700	4
MATHEMATICAL SCIENCES BUILDING REMODELING AND RENOVATION (P.C.)		\$11,970,983	\$890,181				\$12,861,164	5
TREVOR COLEBOURN HALL AND COLEBOURN DEMOLITION (P.C.)		\$38,000,000					\$38,000,000	6
JOHN C. HITT LIBRARY RENOVATION PHASE II (P.C.)		\$2,411,142	\$34,735,896	\$4,121,208			\$41,268,246	7
ARTS COMPLEX PHASE I (PERFORMANCE) (P.C.)		\$3,060,000	\$27,172,800	\$3,060,000			\$33,292,800	8
ROSEN EDUCATIONAL FACILITY (P.C.)			\$6,500,000				\$6,500,000	9
CHEMISTRY RENOVATION (P.C.)			\$700,241	\$12,731,680	\$700,241		\$14,132,162	10
FLORIDA SOLAR ENERGY CENTER RENOVATION (P.C.)			\$11,322,000				\$11,322,000	11
INFRASTRUCTURE CHILLED WATER REPLACEMENT (P.C.)			\$5,100,000	\$10,200,000	\$7,401,120		\$22,701,120	12
RESEARCH BUILDING II (P.C.)			\$6,859,773	\$54,878,187	\$6,859,773		\$68,597,733	13
VISUAL ARTS RENOVATION AND EXPANSION (P.C.)				\$3,891,362	\$31,130,899	\$3,891,362	\$38,913,623	14
WASTEWATER, WATER, NATURAL GAS REPLACEMENT (P.C.)				\$7,140,000	\$10,200,000	\$12,780,600	\$30,120,600	15
MULLICAN HALL RENOVATION (P.C.)				\$1,472,991	\$11,783,953	\$1,472,991	\$14,729,947	16
BUSINESS ADMINISTRATION RENOVATION (P.C.)				\$640,779	\$12,291,313	\$640,779	\$13,572,871	17
FACILITIES & SAFETY COMPLEX RENOVATION (P.C.)				\$6,287,805			\$6,287,805	18
RESEARCH BUILDING III (P.C.)				\$7,483,389	\$59,867,113	\$7,483,389	\$74,833,891	19
MULTI-PURPOSE RESEARCH AND EDUCATION BUILDING (P.C.)				\$3,604,940	\$28,839,551	\$3,604,940	\$36,049,431	20
UCF DOWNTOWN CAMPUS BUILDING II (P.C.)				\$87,991,555			\$87,991,555	21
<b>TOTAL</b>		<b>\$119,149,021</b>	<b>\$168,170,789</b>	<b>\$177,807,152</b>	<b>\$231,092,359</b>	<b>\$50,733,834</b>	<b>\$746,955,155</b>	
<b>CITF PROJECT REQUESTS</b>								
JOHN C. HITT LIBRARY RENOVATION PHASE II (P.C.)		\$1,268,246					\$1,268,246	1
CREATIVE SCHOOL FOR CHILDREN (P.C.)			\$6,000,000				\$6,000,000	2
<b>TOTAL</b>		<b>\$1,268,246</b>	<b>\$6,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,268,246</b>	
<b>REQUESTS FROM OTHER STATE SOURCES</b>								
RESEARCH BUILDING I (P.C.)		\$3,353,680	\$17,264,759	\$3,021,334			\$23,639,773	1
ARA RESEARCH BUILDING		\$27,540,000					\$27,540,000	2
CAMPUS ENTRYWAYS PHASE I (P.C.)		\$2,153,996					\$2,153,996	3
CAMPUS ENTRYWAYS PHASE II (P.C.)			\$5,015,978				\$5,015,978	4
WELLCOME CENTER EXPANSION (P.C.)			\$8,768,771				\$8,768,771	5
CIVIL AND ENVIRONMENTAL ENGINEERING (P.C.)			\$1,535,637	\$22,937,137	\$1,535,637		\$26,008,411	6
HOWARD PHILLIPS HALL RENOVATION (P.C.)			\$9,165,322				\$9,165,322	7
BIOLOGICAL SCIENCES RENOVATION (P.C.)			\$10,189,800				\$10,189,800	8
FERRELL COMMONS (E AND G SPACE) RENOVATION (P.C.)			\$7,253,771				\$7,253,771	9
TRANSGENIC ANIMAL FACILITY (P.C.)			\$2,010,000				\$2,010,000	10
CAMERA ACCESS CONTROL (P.C.)			\$13,219,200				\$13,219,200	11
ARTS COMPLEX PHASE II (PERFORMANCE) (P.C.)				\$3,855,522	\$30,844,179	\$3,855,522	\$38,555,221	12
CLASSROOM BUILDING III (P.C.)				\$3,052,049	\$23,290,675	\$3,052,049	\$29,394,773	13
FACILITIES AND SAFETY BUILDING AT HEALTH SCIENCES CAMPUS (P.C.)				\$7,630,122			\$7,630,122	14
RECYCLING CENTER (P.C.)				\$2,924,880	\$23,399,042	\$2,924,880	\$29,248,802	15
HUMANITIES AND FINE ARTS II (P.C.)				\$3,525,566	\$21,695,783	\$3,525,566	\$28,746,913	16
SOCIAL SCIENCES FACILITY (P.C.)				\$3,052,049	\$24,416,391	\$3,052,049	\$30,520,489	17
UCF HEALTH EXPANSION AND WELLNESS CENTER (P.C.)				\$1,271,687	\$10,173,496	\$1,271,687	\$12,716,870	18
COASTAL BIOLOGY STATION (P.C.)				\$6,358,435			\$6,358,435	19
UCF DOWNTOWN CAMPUS BUILDING II (P.C.)				\$87,991,555			\$87,991,555	20
TECHNOLOGY COMMONS II RENOVATION (P.C.)					\$3,781,674		\$3,781,674	21
COLLEGE OF SCIENCES BUILDING RENOVATION (P.C.)					\$4,091,598		\$4,091,598	22
SIMULATION AND TRAINING BUILDING (P.C.)					\$3,014,325	\$23,412,234	\$26,426,559	23
BUSINESS ADMINISTRATION III BUILDING (P.C.)					\$2,015,023	\$15,650,687	\$17,665,690	24
EDUCATION BUILDING II (P.C.)					\$2,428,390	\$18,360,145	\$20,788,535	25
BAND BUILDING II INFRASTRUCTURE (P.C.)					\$578,675	\$3,561,076	\$4,139,753	26
ARTS COMPLEX III (P.C.)					\$1,889,327	\$13,995,013	\$15,884,340	27
RESEARCH BUILDING IV (P.C.)					\$2,927,203	\$25,291,037	\$28,218,240	28
THEATRE BUILDING RENOVATION (P.C.)						\$4,338,335	\$4,338,335	29
SUSTAINABILITY CENTER (P.C.)						\$6,358,435	\$6,358,435	30
WET TEACHING LAB AND EXPANDED STEM FACILITY (P.)						\$16,143,188	\$16,143,188	31
UTILITY INFRASTRUCTURE AND SITE WORK CLINICAL FACILITIES HEALTH SCIENCES CAMPUS (P.C.)						\$13,230,632	\$13,230,632	32
<b>TOTAL</b>		<b>\$33,047,676</b>	<b>\$74,423,238</b>	<b>\$145,620,336</b>	<b>\$156,081,415</b>	<b>\$158,024,217</b>	<b>\$567,196,882</b>	
<b>REQUESTS FROM NON-STATE SOURCES, INCLUDING DEBT</b>								
DOWNTOWN WELLCOME CENTER (P.C.)		\$3,060,000					\$3,060,000	
UCF SOLAR FARM (P.C.)		\$15,300,000					\$15,300,000	
INSTITUTE FOR HOSPITALITY IN HEALTHCARE (P.C.) HEALTH SCIENCES CAMPUS		\$15,300,000					\$15,300,000	
UCF DOWNTOWN CAMPUS GARAGE II (P.C.)		\$16,983,000					\$16,983,000	
SPECIAL PURPOSE HOUSING AND PARKING GARAGE (P.C.)		\$30,569,400					\$30,569,400	
SPECIAL PURPOSE HOUSING II (P.C.)		\$9,782,208					\$9,782,208	
PARKING DECKS (P.C.)		\$20,787,192					\$20,787,192	
GRADUATE HOUSING (P.C.)		\$61,138,800					\$61,138,800	
STUDENT HOUSING (P.C.)		\$61,138,800					\$61,138,800	
PARTNERSHIP GARAGE (P.C.)		\$8,559,432					\$8,559,432	
BASEBALL STADIUM EXPANSION PHASE II (P.C.)		\$3,396,600					\$3,396,600	
GARVY CENTER FOR STUDENT-ATHLETE NUTRITION		\$2,500,000					\$2,500,000	
BASEBALL CLUBHOUSE EXPANSION AND RENOVATION (P.C.)		\$1,132,200					\$1,132,200	
FOOTBALL BUILDING (P.C.)		\$16,685,798					\$16,685,798	
GOLF TRAINING FACILITY (P.C.)		\$2,000,000					\$2,000,000	
SPECTRUM STADIUM RUST REMEDIATION (P.C.)		\$8,823,000					\$8,823,000	
VENUE HVAC (P.C.)		\$2,800,000					\$2,800,000	
VENUE EXPANSION AND RENOVATION (P.C.)		\$8,000,000					\$8,000,000	
PARKING DECK (P.C.)		\$5,661,000					\$5,661,000	
MULTI-PURPOSE MEDICAL RESEARCH AND INCUBATOR FACILITY (P.C.)		\$139,635,343					\$139,635,343	
OUTPATIENT CENTER (P.C.) LAKE NONA		\$91,708,200					\$91,708,200	
CAMPUS ENTRYWAYS PHASE I (P.C.)		\$2,153,996					\$2,153,996	
ROSEN EDUCATIONAL FACILITY (P.C.)			\$6,500,000				\$6,500,000	
CREATIVE SCHOOL FOR CHILDREN			\$6,000,000				\$6,000,000	
CAMPUS ENTRYWAYS PHASE II (P.C.)			\$5,015,978				\$5,015,978	
CIVIL AND ENVIRONMENTAL ENGINEERING (P.C.)			\$1,535,637	\$22,937,137	\$1,535,637		\$26,008,411	
HEALTH SCIENCES CAMPUS PARKING GARAGE I (P.C.)			\$16,983,000				\$16,983,000	
BIO-MEDICAL ANNEX RENOVATION AND EXPANSION (P.C.)				\$14,492,160			\$14,492,160	
FACILITIES AND SAFETY BUILDING AT HEALTH SCIENCES CAMPUS (P.C.)				\$7,630,122			\$7,630,122	
PARKING GARAGE VIII (P.C.)				\$25,433,741			\$25,433,741	
COASTAL BIOLOGY STATION (P.C.)				\$6,358,435			\$6,358,435	
UCF DOWNTOWN CAMPUS BUILDING II (P.C.)				\$87,991,555			\$87,991,555	
UCF HEALTH EXPANSION AND WELLNESS CENTER (P.C.)				\$1,271,687	\$10,173,496	\$1,271,687	\$12,716,870	
DENTAL SCHOOL (P.C.) HEALTH SCIENCES CAMPUS					\$73,000,000		\$73,000,000	
SUSTAINABILITY CENTER (P.C.)						\$6,358,435	\$6,358,435	
WET TEACHING LAB AND EXPANDED STEM FACILITY (P.C.)						\$16,143,188	\$16,143,188	
UTILITY INFRASTRUCTURE AND SITE WORK CLINICAL FACILITIES (P.C.) HEALTH SCIENCES CAMPUS						\$13,230,632	\$13,230,632	
SPECTRUM STADIUM EXPANSION AND IMPROVEMENTS PHASE I (P.C.)						\$16,416,900	\$16,416,900	
SPECTRUM STADIUM EXPANSION AND IMPROVEMENTS PHASE II (P.C.)						\$44,905,316	\$44,905,316	
<b>TOTAL</b>		<b>\$527,114,969</b>	<b>\$36,034,615</b>	<b>\$166,114,837</b>	<b>\$84,709,133</b>	<b>\$98,326,158</b>	<b>\$912,299,712</b>	
<b>GRAND TOTAL</b>		<b>\$720,579,912</b>	<b>\$284,628,642</b>	<b>\$489,542,325</b>	<b>\$471,882,907</b>	<b>\$307,084,209</b>	<b>\$2,273,717,995</b>	

Projects to be programmed  
Projects with approved building programs  
Remodeling denotes change in space usage.  
Renovation denotes no change in space usage.

\$912,299,712  
\$2,273,717,995

Attachment B



KZF DESIGN STUDIO

**UCF** GARVY CENTER  
FOR STUDENT-ATHLETE NUTRITION

**ITEM: NG-2**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: Amend Nominating and Governance Committee Charter**

**DATE: October 26, 2017**

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**PROPOSED BOARD ACTION**

Amend the Nominating and Governance Committee charter to add the function of reviewing and approving university regulations.

**BACKGROUND INFORMATION**

Universities are required by Board of Governors regulations to implement constitutional and Board of Governors delegated functions. In the past, multiple board committees have approved regulations. Because regulations are a key component of university governance, it is appropriate for them to be approved by the Nominating and Governance Committee.

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**Supporting documentation:** Attachment A: Nominating and Governance Committee Charter

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

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

**Second~~First~~ Amended and Restated Nominating and Governance Committee Charter**

**1. Overall Purpose and Objectives**

The Nominating and Governance Committee is appointed by the University of Central Florida Board of Trustees with the responsibility to:

- 1.1 propose for consideration by the full board a process by which presidents of the University of Central Florida would be selected
- 1.2 nominate a chair and vice chair of the University of Central Florida Board of Trustees for consideration by the full board
- 1.3 recommend candidates for designation as Trustee Emeritus for consideration by the full board
- 1.4 recommend candidates for designation as Honorary Doctor for consideration by the full board
- 1.5 review annually and recommend changes as necessary to the Board Bylaws.
- 1.6 review the annual evaluation of the performance of the Board, Board committees, and Board members
- 1.7 review and provide recommendations to the Board regarding Board member education, including new member orientation and regularly scheduled board member training
- 1.8 inform members of corporate governance “best practices” and make recommendations to the Board and its committees
- 1.9 review and recommend to the Board the number and structure of committees
- 1.10 review and make recommendations regarding delegation of authority to the President
- 1.11 review and make recommendations regarding amendments to the bylaws of direct support organizations

**1.12 review and approve university regulations**

- 1.1~~32~~ fulfill any other responsibilities as subsequently may be assigned by the University

of Central Florida Board of Trustees and/or the board chair.

## **2. Authority**

The board authorizes the committee to:

- 2.1 perform activities within the scope of its charter
- 2.2 engage advisors as it deems necessary to carry out its duties
- 2.3 have unrestricted access to management, faculty, and employees of the University of Central Florida and its direct support organizations and affiliates.

## **3. Organization/Membership**

- 3.1 The chair of the board will appoint the chair and members of the committee.
- 3.2 The committee will consist of at least five members.
- 3.3 Members will serve on the committee until their resignation or replacement by the chair of the board.

### **Meetings**

- 3.4 A majority of the members of the committee will constitute a quorum for the transaction of business.
- 3.5 Meetings will be held not less than two times per year.
- 3.6 The committee will maintain written minutes of its meetings.
- 3.7 The committee may request special reports from members of the university or Direct Support Organization management personnel on topics that may enhance its understanding of their activities and operations as it relates to the committee's mission.

## **4. Governance**

The committee will review the committee charter annually and discuss any required changes with the board to ensure that the charter is approved or reapproved by the board annually.

## **Adoption of Charter**

I HEREBY CERTIFY that the University of Central Florida Board of Trustees adopted this First

Amended and Restated charter at its regularly scheduled meeting on October 26,  
2017~~September 15, 2016~~.

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Secretary  
University of Central Florida Board of Trustees

**ITEM: NG-3**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Anthony J. Nicholson  
Honorary Doctor of Public Service Degree

**DATE:** October 26, 2017

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**PROPOSED BOARD ACTION**

Approval of an Honorary Doctor of Public Service degree for Anthony J. Nicholson.

**BACKGROUND INFORMATION**

See attached.

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**Supporting Documentation:** Letter of Nomination

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

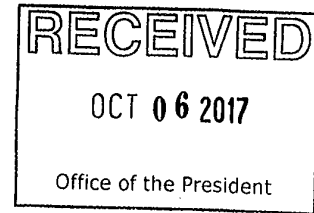
**Submitted on behalf of:** John C. Hitt, President



**INTERCOLLEGIATE ATHLETICS**

September 28, 2017

Dr. John C. Hitt  
President  
University of Central Florida



Dr. Hitt:

As you know, Tony Nicholson has been an enthusiastic champion of UCF's institutional mission and stalwart supporter of UCF Athletics for several decades. His history of generosity to UCF is very apparent and much appreciated.

We are extremely grateful for the Nicholson's leadership-level commitments. Each of these legacy commitments are proudly recognized by the following naming recognitions: Nicholson School of Communications, Nicholson Fieldhouse and the soon-to-be-named Nicholson Plaza.

On behalf of many student-athletes, coaches and athletics staff and in honor of Tony's leadership, generosity and investment in UCF, we could not be more excited to nominate Tony Nicholson for an honorary degree from UCF.

Respectfully,

A handwritten signature in black ink, appearing to read 'Dan White', is written over the typed name of Dr. Daniel J. White.

Dr. Daniel J. White  
Vice President and Director of Athletics  
University of Central Florida

