



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees Meeting  
July 18, 2019  
FAIRWINDS Alumni Center  
8:30 a.m. – 4 p.m.  
Lunch 12 p.m.**

**Livestream <https://youtu.be/4TaL1ZOe6t4>**

**REVISED AGENDA**

**COMMITTEE MEETINGS**

8:30 – 9:30 a.m.	Nominating and Governance, William Yeargin, Chair
9:30 – 10:30 a.m.	Educational Programs, Robert Garvy, Chair
10:30 – 10:45 a.m.	Advancement, Joseph Conte, Chair
10:45 a.m. – 12 p.m.	Finance and Facilities, Alex Martins, Chair

*Please note that committee meetings may begin upon adjournment of previous meetings.*

**BOARD MEETING**

1 – 4 p.m.

1. Welcome and call to order	Robert Garvy, Chairman
2. Roll Call	Grant J. Heston, Associate Corporate Secretary
3. Public Comment	Grant J. Heston
4. <a href="#">Minutes of May 16, 2019, and June 19, 2019 meetings</a>	Chair Garvy
5. Remarks	Thad Seymour, Jr., Interim President
6. Reports	Chair Garvy
7. Advancement Committee Report	Chair Conte
<a href="#">ADV – 1</a> Approval	Naming of James M. Seneff Plaza at UCF Downtown (Conte)

- |                                             |         |                                                                                                                       |
|---------------------------------------------|---------|-----------------------------------------------------------------------------------------------------------------------|
| 8. Audit and Compliance Report              |         | Chair Seay                                                                                                            |
|                                             | BOT – 1 | Approval Post Investigation Action Plan (Seay)                                                                        |
| 9. Educational Programs Committee Report    |         | Chair Garvy                                                                                                           |
| 10. Finance and Facilities Committee Report |         | Chair Martins                                                                                                         |
|                                             | FF – 1  | Approval Legislative Budget Requests (Martins)                                                                        |
|                                             | FF – 2  | Approval Five-year Capital Improvement Plan (Martins)                                                                 |
|                                             | FF – 3  | Approval Student Transportation Services Agreement (Martins)                                                          |
| 11. Nominating and Governance Report        |         | Chair Yeargin                                                                                                         |
| 12. Consent Agenda                          |         | Chairman Garvy                                                                                                        |
|                                             | EP – 1  | Approval Conferral of Degrees for Summer 2019 Commencement Ceremonies (Garvy)                                         |
|                                             | EP – 2  | Approval Tenure with Hire (Garvy)                                                                                     |
|                                             | EP – 3  | Approval New Degree Program - Doctorate in Sustainable Coastal Systems (Garvy)                                        |
|                                             | FF – 4  | Approval UCF and Valencia College Partnership Agreement For Downtown Campus (Martins)                                 |
|                                             | FF – 5  | Approval Centroplex Lease Agreement with City of Orlando (Martins)                                                    |
|                                             | FF – 6  | Approval Addendum to Management Agreement between Creative Village SHP Owner, LLC and UCF Board of Trustees (Martins) |
|                                             | FF – 7  | Approval Sublease of South Orlando Campus to Orange County (Martins)                                                  |
|                                             | FF – 8  | Approval UCFAA Fifth Third Lines of Credit Renewal (Martins)                                                          |

FF – 9	Approval	7-Eleven Lease at Knights Plaza (Martins)
NG – 1	Approval	Presidential Selection Process (Yeargin)
NG – 2	Approval	Amend Nominating and Governance Committee Charter (Yeargin)
NG – 3	Approval	Amendments to University Regulations UCF-9.001 and UCF-9.003 (Yeargin)
NG – 4	Approval	Amendments to University Regulations UCF 9-004 and UCF 3-0031 (Yeargin)
NG – 5	Approval	Amendments to University Regulation UCF-4.010 Solicitation on Campus (Yeargin)
NG – 6	Approval	Amendments to University Regulation UCF-4.034 University Direct Support Organizations (Yeargin)
NG – 7	Approval	Amendments to Chapter 5 University Regulations (Yeargin)
NG – 8	Approval	Delegation of Authority of Senior Management Official for Classified Program (Yeargin)
NG – 9	Approval	Appointment of Board Members to Central Florida Clinical Practice Organization, Inc. (Yeargin)
NG – 10	Approval	Appointment of Board Member to UCF Research Foundation (Yeargin)
NG – 11	Approval	UCF Foundation Bylaws Amendments (Yeargin)
NG – 12	Approval	UCF Foundation Board First Term Nominations (Yeargin)
NG – 13	Approval	Leadership Statement Revision (Yeargin)
NG – 14	Approval	Board Operating Procedures (Yeargin)
13. New Business		Chairman Garvy
BOT – 2	Approval	Election of Chair and Vice Chair of the UCF Board of Trustees (Yeargin)

14. Announcements and Adjournment	Chairman Garvy
Commencement	August 3, 2019
College of Medicine White Coat Ceremony	August 5, 2019 (Student Union, Pegasus Ballroom)
Football Kickoff Luncheon	August 22, 2019 (Addition Financial Arena)
BOG meeting	August 28 – 29, 2019 (Florida Gulf Coast University, Fort Myers)
UCF vs. Florida A&M	August 29, 2019 (Spectrum Stadium)
UCF vs. Stanford	September 14, 2019 (Spectrum Stadium)
BOT meeting	September 19, 2019 ( <i>FAIRWINDS</i> Alumni Center)
Board of Governors Trustee Summit	October 29, 2019 (University of Florida, Gainesville)
Board of Governors meeting	October 29 – 30, 2019 (University of Florida, Gainesville)
15. Final Observations	Chairman Garvy

**Minutes  
Board of Trustees Meeting  
University of Central Florida  
May 16, 2019**

Chairman Robert Garvy called the meeting of the Board of Trustees to order at 1 p.m. at the UCF *FAIRWINDS* Alumni Center.

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

**WELCOME**

Garvy welcomed the board members and called on Grant Heston, Associate Corporate Secretary, to call the roll. Heston determined that a quorum was present.

The following board members attended the meeting: Chairman Robert Garvy, Trustees Kenneth Bradley, Danny Gaekwad, Kyler Gray, Alex Martins, Beverly Seay, William Self, David Walsh and William Yeargin. Trustees Joseph Conte and John Sprouls joined via teleconference.

**PUBLIC COMMENT**

Fritz Farrow addressed the board on his concerns with license plate readers.

Marisa McCarty and Daniel Kan addressed the board about their support for the College of Business REAL class format.

**MINUTES**

Garvy called for approval of the March 13, 2019, March 21, 2019, and April 17, 2019 meeting minutes, which were approved.

**REMARKS AND INTRODUCTIONS**

Garvy called on Interim President Thad Seymour for remarks.

Seymour welcomed Kyler Gray to the board as the newly elected 2019-20 president of the Student Government Association. Seymour also thanked the board members who were able to attend the Spring Commencement ceremonies where more than 8,000 degrees were awarded, noting that UCF remains one of the nation's top sources of talent in the country, graduating more than 16,000 students each year. He highlighted two milestones reached during the spring ceremonies:

- Awarding of the 50,000<sup>th</sup> degree to a DirectConnect student, showing the incredible impact that the program has had over the past 13 years.

- Celebrating the first cohort of students who earned certificates through the Inclusive Education Services program.

Seymour also shared additional announcements:

- For the second year in a row, the student cyber defense team took second place in the world's largest collegiate cyber defense competition.
- UCF researchers marked their fourth flight into space this year with instruments designed to better understand how planetary bodies form and behave.
- New data from the NCAA reflects that 10 UCF programs continue to be among the top in the nation and the state for Academic Progress Rate, which measures academic success and progress toward graduation. Of those, the Women's Tennis program earned a perfect score for the eighth-straight year and the program won the university's first American Athletic Conference title and reached the Sweet 16 for the first time.

Seymour discussed his ongoing work to strengthen UCF's operations and invest in excellence. Last month, he and Provost Elizabeth Dooley established a task force to create a long-term enrollment strategy. The new task force is comprised of faculty, students, staff and a Board of Trustees representative, Chairman Garvy. He said that UCF will not grow at the same rate that it has in the past, but there will be a strategic and disciplined plan for the composition of the student body, with a full understanding of the financial implications of the choices made.

Seymour said that Dennis Crudele joined UCF as the long-term interim Chief Financial Officer (CFO). Crudele addressed the board on the upcoming approval of the FY19-20 budget and additional priorities with the Finance and Accounting staff, which will take a hard look at past practices related to internal loans and the budget process.

Garvy thanked Seymour and Crudele for their remarks. He then briefly discussed the role of the chair. Garvy said it had been an honor to serve UCF as Chair for the past several months, but he had decided not to seek another term as Chair and withdrew his name from board chair consideration.

## **REPORTS**

Garvy called on Janet Owen, Vice President for Government Relations, who provided an update on the following item, and included recognition of the 2019 Class of legislative scholars.

- INFO-1                      Legislative Update

Garvy called on Seay who provided an update on the following item.

- INFO-2                      Report on the UCF Integrity Line and Whistle-blower Program with Recommendations for Improvement

Garvy noted there are two key components from the report; the training of the board and staff and the technology to identify improper transfers on a real-time basis.

Martins made a motion to accept the report and the recommendations from the Audit and Compliance Committee and to have the administration implement them. The motion carried unanimously.

Seymour endorsed the motion and made a commitment to begin implementation, including a review of technology, additional resources and leadership, noting one of his next priorities will be the need for a Chief Accountability Officer, who will work directly with him to implement these recommendations.

Bradley noted that the recommendations will evolve over time and asked that university management consider that the university's audit department is understaffed and should be staffed quickly.

### **AUDIT, OPERATIONS REVIEW, COMPLIANCE, AND ETHICS COMMITTEE REPORT**

Seay, Chair of the Audit and Compliance Committee, reported on the following information item from the meeting held on April 23, 2019.

- INFO – 1                      Compliance Accountability

The committee questioned how they know if the university's compliance system is working. Seay stated the committee will review the efficiency and benchmarking matrix and will report back to the board at the next board meeting.

### **COMPENSATION AND LABOR COMMITTEE REPORT**

Sprouls, Chair of the Compensation and Labor Committee, reported highlights from the committee meeting held earlier that day and noted the following information item was discussed:

- INFO – 1                      Market-Based Staff Salary Adjustments

### **EDUCATIONAL PROGRAMS COMMITTEE REPORT**

Garvy, Chair of the Educational Programs Committee, reported highlights from the committee meeting held earlier that day and reported that the following items were unanimously approved by the committee and placed on the board's consent agenda:

- EPC – 1                      2019 Tenure Recommendations
- EPC – 2                      Tenure with Hire

- EPC – 3                      New Degree Program – Master of Public Policy
- EPC – 4                      Terminate Degree Program – Bachelor of Science in Athletic Training
- EPC – 5                      Agreement between Department of the Air Force 159<sup>th</sup> AFROTC Cadet Wing and University of Central Florida

Garvy presented the following informational updates from the committee, noting that UCF has no objections with the requested notice of intents:

- INFO – 1                      Florida Department Notices of Intent
- INFO – 2                      Research at UCF
- INFO – 3                      REAL Courses
  - This INFO item was not presented due to time constraints and it will be presented at the next board meeting.

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

Martins, Chair of the Finance and Facilities Committee, reported on highlights from the meeting held on March 21, 2019 and the meeting held earlier in the day.

- INFO – 2                      No Fee Increases for 2019-20

Martins reported the following items were unanimously approved by the committee and placed on the consent agenda:

- FFC - 1                      U.S. Army Cooperative Agreement Modification
- FFC - 2                      Lockheed College Work Experience Program Contract Amendments
- FFC - 3                      Schlumberger Global Master Services Agreement Amendment
- FFC - 4                      First Amendment to the Florida Advanced Manufacturing Research Center Lease

Martins presented the following INFO items for the board:

- INFO – 1                      Clarification of Board of Trustees Contract Approval Requirements
- INFO – 2                      2018 Capital Projects Summary



- INFO – 3 L3 Building Lease Documents
- INFO – 4 Critical Deferred Maintenance Update
- INFO – 5 Capital Improvement Plan Process Explanation
- INFO – 6 Direct Support Organizations' 2018-19 Second-Quarter Financial Reports
- INFO – 7 University and Direct Support Organization Debt Report
- INFO – 8 University Final Audited Financial Report 2017-18
- INFO – 9 Quarterly Operating Budget Report Ended March 31, 2019

### **NOMINATING AND GOVERNANCE COMMITTEE REPORT**

Yeargin, Chair of the Nominating and Governance Committee, reported highlights from the committee meeting held on May 1, 2019 and the meeting held earlier that day.

Yeargin reported that the following items were unanimously approved on May 1, 2019 by the committee and placed on the board's consent agenda:

- NGC – 1 Rescind the materiality guidelines
- NGC – 2 Revise the Board of Trustees Delegation of Authority to the President
- NGC – 3 Amendments to University Regulation UCF-3.015 Promotion and Tenure of Tenured and Tenure-Earning Faculty
- NGC – 4 Amendments to University Regulation UCF-6.007 Traffic/Parking Regulation and Enforcement and UCF-6.008 Vehicle Registration Fees: Parking Violation Fines
- NGC – 5 UCF Academic Health Bylaws Amendments

Yeargin noted the following item was tabled for further discussion at a later date.

- NGC – 6 Chair and Vice Chair Nominations, UCF Board of Trustees

Yeargin presented the following INFO items for the board.

- INFO – 1 Review Presidential Selection Process
- INFO – 2 Review Nominating and Governance Committee Charter

- INFO – 3 Discussion of items from February 12, 2019 Board of Trustees Meeting that included the role of Board Secretary, the UCF organizational chart, and the reporting relationship of the General Counsel to the Board of Trustees.

Yeargin presented the following item, which was unanimously approved by the committee earlier that day and placed on the board's consent agenda:

- NGC – 1 Waiver of Deadline for Developing Nominations for Board of Trustees

### **STRATEGIC PLANNING COMMITTEE REPORT**

Walsh, Chair of the Strategic Planning Committee, reported highlights from the committee meeting held earlier that day.

Walsh presented the following INFO items for the board.

- INFO – 1 Reflections of the Board of Governors' Commentary Relative to Strategic Planning
- INFO – 2 Progress on Collective Impact Priority Metrics
- INFO – 3 Collective Impact Strategic Plan Institutionalization Update

### **CONSENT AGENDA**

Gaekwad made a motion to approve the consent agenda but removing EP – 2 for further discussion at Walsh's request. The consent agenda was unanimously approved.

- EP – 1 2019 Tenure Recommendations (Garvy)
- EP – 3 New Degree Program – Master of Public Policy (Garvy)
- EP – 4 Terminate Degree Program – Bachelor of Science in Athletic Training (Garvy)
- EP – 5 Agreement between Department of the Air Force 159<sup>th</sup> AFROTC Cadet Wing and University of Central Florida (Garvy)
- FF – 1 U.S. Army Cooperative Agreement Modifications 33 (Martins)
- FF – 2 Lockheed College Work Experience Program Contract Amendments (Martins)

- FF – 3 Schlumberger Global Master Services Agreement Amendment (Martins)
- FF – 4 First Amendment to the Florida Advanced Manufacturing Research Center Lease (Martins)
- NG – 1 Rescind Materiality Guidelines (Yeargin)
- NG – 2 Revise the Board of Trustees Delegation of Authority to the President (Yeargin)
- NG – 3 Amendments to University Regulation UCF-3.015 Promotion and Tenure of Tenured and Tenure-Earning Faculty (Yeargin)
- NG – 4 Amendments to University Regulation UCF-6.007 Traffic/Parking Regulation and Enforcement and UCF-6.008 Vehicle Registration Fees: Parking Violation Fines (Yeargin)
- NG – 5 UCF Academic Health Bylaws Amendments (Yeargin)
- NG – 6 Waiver of Deadline for Developing Nominations for Board of Trustees (Yeargin)

Walsh stated he wanted to clarify his thoughts on tenure with hire.

- EP – 2 Tenure with Hire (Garvy)

The following discussion occurred:

- Walsh clarified he is interested in the priority of the new hires and the cost impact to the university.
- Seay clarified that these decisions are about tenure.
- Martins indicated the board should not be determining hiring decisions best left to the deans and faculty, but the board does set goals and if the board determines the faculty/student ratio needs to be improved then it should be a set goal.
- Garvy stated the Educational Programs Committee will research the faculty/student ratio and discuss what is needed in relation to faculty staffing.

Bradley made a motion to approve tenure with hire. The motion passed with an opposition from Walsh.

### **NEW BUSINESS**

Garvy asked the board members what their preference is for reviewing contracts in materials going forward. The board agreed they would prefer a summary of the contract with a link to view the full contract. Bradley requested the agenda cover sheet indicate that General Counsel has reviewed the contract and Garvy requested the summary information be highlighted in the contract for easy reference.

Garvy called on Heston who provided an update on the following items.

- INFO – 3                                      2020 Board of Trustees Meeting Dates
- INFO – 4                                      Board Committee and Direct Support Organization Assignments

Garvy called on Mike Kilbride, Assistant Vice President, to provide an update on the following item.

- INFO – 5                                      UCF Downtown Update

**ANNOUNCEMENTS AND ADJOURNMENT**

Garvy announced the following upcoming meetings:

Trustees Tour of UCF Downtown (optional)	May 16, 2019
BOG meeting	June 11-13, 2019 (University of South Florida, Tampa)
BOT Meeting	July 18, 2019 (FAIRWINDS Alumni Center)
Commencement	August 3, 2019 (Addition Financial Arena)
Downtown Campus Grand Opening	August 17, 2019 (UCF Downtown)

Garvy adjourned the board meeting at 3:34 p.m.

Respectfully submitted: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant J. Heston  
Associate Corporate Secretary

**Minutes  
Board of Trustees Special Teleconference Meeting  
University of Central Florida  
June 19, 2019**

Chairman Robert Garvy called the special teleconference meeting of the Board of Trustees to order at 10:42 a.m.

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

**WELCOME**

Garvy welcomed the board members and called on Laura Stylianou, Senior Manager for Board Relations, to call the roll. Stylianou determined that a quorum was present.

The following board members attended the meeting in person: Trustees Joseph Conte, Kyler Gray, John Lord, Alex Martins, Beverly Seay, William Self, and David Walsh.

Chairman Robert Garvy and Trustee Kenneth Bradley attended via teleconference.

**PUBLIC COMMENT**

There were no requests for public comment.

**NEW BUSINESS**

Martins discussed the background for each Finance and Facilities Committee agenda item, as provided in the meeting materials. Any significant committee discussion highlighted by Martins is noted below.

FF-1            2018 – 19 Increase Budget Authority for Auxiliary Enterprises

Martins noted that the committee discussed that this was a cash flow issue and the transfer of budget authority is necessary for the payments of these projects to continue. Martins made a motion to approve the 2018 – 19 Increase for Budget Authority for Auxiliary Enterprises, which passed unanimously.

FF-2            2019 – 20 Direct Support Organizations' Budgets

Martins said agenda items discussed at the committee meeting included several increases in the UCF Athletics Association (UCFAA) budget and the projected increase in debt service due to new loans for the Roth Athletics Center and videoboard improvements for various sports venues. The committee also discussed the Central Florida Clinical Practice Organization (CFCPO) budget and the committee's continuing concern about deficits in that budget, although they are projected to improve. He said there are now several processes in place to ensure that the financial

condition of CFCPO continues to improve. Martins made a motion to approve the 2019-20 budgets for the UCF Direct Support Organizations, which passed unanimously.

FF-3 Release of Unrestricted UCF Stadium Corporation Revenues

Martins said that after committee discussion, the Repair and Renovation (R&R) account budget item will be increased to \$250,000 in this budget year and the Release of Unrestricted UCF Stadium Corporation Revenues will reflect that change. Martins made a motion to approve the release of unrestricted UCF Stadium Corporation revenues, which passed unanimously.

FF-4 2019 – 20 University Operating Budget

Martins said it was important to note that board members on the line and in attendance for the full board meeting participated in the committee discussion for the approval of the 2019 - 20 University Operating Budget. He said there was a robust discussion regarding significant variances within the budget as compared to a year ago. The committee was provided with detailed explanations about the variances as well as information on how the budget was comprised and created with a focus on the university's strategic plan, goals of achieving preeminence status, and the goals of Interim President Seymour.

He also noted that Interim Chief Financial Officer Dennis Crudele committed to continuing to provide the board with this level of detailed information, and that he suggested a budget workshop be held later this year. Martins made a motion to approve the 2019 – 20 University Operating Budget, which passed with one opposition from Walsh, who withheld support on his belief that more budget resources should be shifted to the university's teaching mission. Self commented that it is important for the Provost, as Chief Academic Officer, be allowed to work with the Deans to determine strategies for addressing instruction needs and to bring this relevant data to the board.

FF-5 Subway at Knights Plaza Lease Amendment

Martins made a motion to approve this item, which was seconded. Conte asked if Subway was popular with the students based on sales. Ronnie Lamkin, Manager for UCF Convocation Corporation, confirmed that it was. Martins stated upon board approval, this lease now must go to the State Division of Land for approval, which is a new requirement.

Martins made a motion to approve the Subway at Knights Plaza Lease Amendment, noting the new requirement for the State Division of Land's approval prior to the university signing the lease amendment. The motion passed unanimously.

**CONSENT AGENDA**

FF-6 Center for Emerging Media Name Change

Martins indicated a name change from the Center for Emerging Media to Communication and Media Building is requested to better identify the new mix of programs and units located in the building at UCF Downtown.

Martins made a motion to approve the consent agenda, which was approved unanimously.

**OTHER NEW BUSINESS**

Garvy had two items of new business:

- Garvy charged the Audit and Compliance Committee to compile all recommendations related to the improper transfer and spending of Education and General (E&G) funds that was initiated with the Trevor Colburn Hall (TCH) audit. These should include recommendations from the BOG, the House Public Integrity and Ethics Commission, Association of Governing Boards, and our own board, with each recommendation to have a status notation (i.e. completed, in progress, to be initiated) and for all changes already made, to be tracked.
- Garvy referenced an email dated June 15, 2019 sent by Walsh to Interim Chief Financial Officer Dennis Crudele, which Walsh asked to be shared with the BOT Chairman.

In the email, Walsh claimed that information, including the Capital Projects Certification of Funding forms, presented at the October 5, 2018 Board of Trustees meeting was falsified by senior university officials. Garvy said he believed Walsh's email was based on a misunderstanding of the interim Bryan Cave report, presented by Joseph Burby in last week's Board of Governors meeting. Garvy asked Walsh if he would like to withdraw those charges. After discussion and clarification, Walsh said the way the information was presented was unclear to him and he withdrew his comment.

**ADJOURNMENT**

Garvy adjourned the board meeting at 11:31 a.m.

Respectfully submitted: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant J. Heston  
Associate Corporate Secretary

ITEM: ADV-1

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Naming of James. M. Seneff Plaza at UCF Downtown

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**Background:**

On June 20, 2019, Mr. James M. Seneff made a charitable commitment of \$1.25 million to the UCF Downtown Building Fund. The naming rights for the gift will be held by the Donor's affiliate, Seneff IP.

Mr. Seneff is Founder and Executive Chairman of CNL Financial Group, Inc. and a civic leader who has generously given his time and philanthropic support to a number of Central Florida organizations.

In grateful recognition of Mr. Seneff's contributions to the University of Central Florida, the plaza that includes a central courtyard and prominent water feature [fountain] will be named the James M. Seneff Plaza. The plaque will include the following inscription:

"In 1973, James M. Seneff began investing in downtown Orlando. At a time when few people believed in its long-term potential, Seneff saw opportunity and promise. His vision and leadership helped transform Orlando into a world class community. The Seneff Plaza honors his legacy and his steadfast support for both downtown and the University of Central Florida."

The gift is in compliance with the UCF Foundation's current Naming Opportunities Policy and has been reviewed and approved by the UCF Foundation Executive Committee.

**Issues to be Considered:**

Whether the amount is appropriate for naming recognition in the stated capacity.

**Alternatives to Decision:**

Decline the naming recognition.

**Fiscal Impact and Source of Funding:**

The funding source for this naming is provided by the donor.

**Recommended Action:**

Approve naming the James. M. Seneff Plaza at UCF Downtown in grateful recognition of the generous contributions by Mr. James M. Seneff, to the University of Central Florida.

**Authority for Board of Trustees Action:**

Florida Board of Governors Regulation 9.005 - Naming of Buildings and Facilities

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Trustee Conte has approved this agenda item.

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**Submitted by:**

Michael J. Morsberger, Vice President for Advancement and Chief Executive Officer of the UCF Foundation, Inc.

**Supporting Documentation:**

Attachment A: Florida Board of Governors Regulation 9.005 Naming of Buildings and Facilities

**Facilitators/Presenters:**

Joseph Conte, Chair, Advancement Committee

Attachment A

**9.005 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: BOT – 1**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Post Investigation Action Plan

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**Background:**

The Audit and Compliance committee was charged with overseeing the progress of the university in implementing recommendations made in a number of internal and external investigative and consulting reports related to inappropriate funding of Trevor Colbourn Hall and other capital projects, along with the university's governance efforts, organizational design, and overall culture.

The committee requested that University Audit and University Compliance, Ethics, and Risk accumulate the recommendations made in these various reports and provide a status update on the progress made in implementing these recommendations.

**Issues to be Considered:**

Determine if the recommendations identified as top priorities within the attached documentation are consistent with the board's expectations or if adjustments need to be made.

**Alternatives to Decision:**

Recommend that these remediation efforts (in total or for specific individual items) not be undertaken or be deferred or revised.

**Fiscal Impact and Source of Funding:**

Several of these recommendations will require additional resources, including the hiring of more staff and developing training programs and related materials. Specific funding sources will need to be identified. The board may also determine that consulting services may be required to supplement or accelerate internal remediation efforts.

**Recommended Action:**

The board, through its Audit and Compliance Committee, should continue to actively monitor the progress under way, request status updates on a periodic basis, and work with UCF management, the Board of Governors, other Board committees, and the Board of Trustees to implement remediation efforts.

As appropriate, the Audit and Compliance committee and UCF management should consult with the bodies that issued investigative reports to verify that the remediation efforts are adequate to eliminate the need for future investigative work or further punitive actions against the university.

**Authority for Board of Trustees Action:**

**BOG Regulation 1.001 (3)(a)**

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Approved by Chairman Garvy

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**Submitted by:**

Audit and Compliance Committee Chair Beverly Seay

**Supporting Documentation:**

Attachment A: Post Investigation Action Plan

**Facilitators/Presenters:**

Audit and Compliance Committee Chair Beverly Seay

## Attachment A

### Recommendation Overview

Post Investigation Action Plan  
As of June 30, 2019

Recommendations for University of Central Florida	
Pending Recommendations	62
Complete Recommendations	20
<b>Subtotal</b>	<b>82</b>

Recommendations for Board of Governors	
Pending Recommendations	13
<b>Subtotal</b>	<b>13</b>

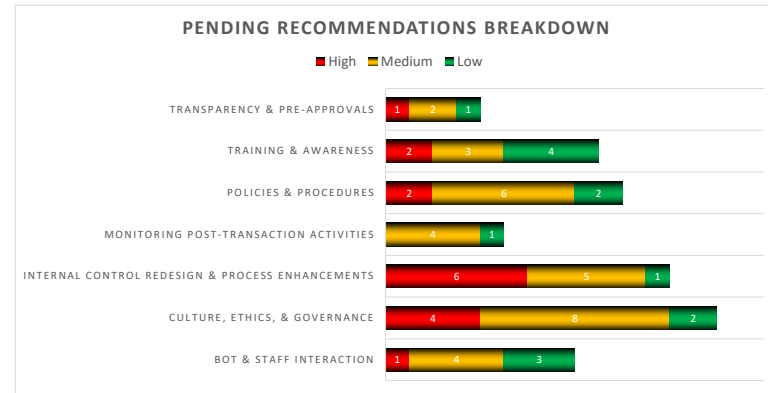
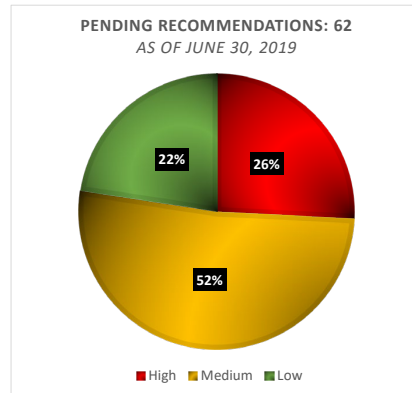
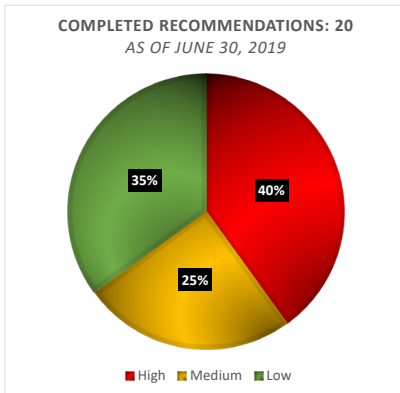
  

<b>Total Recommendations</b>	<b>95</b>
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Recommendation Source	Total
Association of Governing Boards	17
Board of Trustees	15
Public Integrity and Ethics Committee	13
Bryan Cave Investigation	6
Board of Governors	5
Accenture	4
Auditor General	2
<b>Grand Total</b>	<b>62</b>

Summary Source	BOT & Staff Interaction	Culture, Ethics, & Governance	Internal Control Redesign & Process Enhancements	Monitoring Post-Transaction Activities	Policies & Procedures	Training & Awareness	Transparency & Pre-Approvals	Grand Total
Association of Governing Boards	7	6			1	1	2	17
Board of Trustees		3	3	2	3	4		15
Public Integrity and Ethics Committee		4	2	2	3	1	1	13
Bryan Cave Investigation			1	1	2	2		6
Board of Governors	1		2		1		1	5
Accenture		1	3					4
Auditor General			1			1		2
<b>Grand Total</b>	<b>8</b>	<b>14</b>	<b>12</b>	<b>5</b>	<b>10</b>	<b>9</b>	<b>4</b>	<b>62</b>



\*See next page for explanation of risk ranking categories

Board of Trustees Meeting - New Business

	Severe Irreparable, sustained negative impact to:	High Critical negative impact to:	Medium Significant negative impact to:	Low Minimal to no negative impact to:
<b>Financial</b>	Expenditures, access to funding, or strategic plan execution	Expenditures, access to funding, or strategic plan execution	Expenditures, access to funding, or annual plan execution	Expenditures, access to funding, or annual plan execution
<b>Reputation</b>	Reputation among University key stakeholder groups * Potential to lose University's accreditation due to management's inaction	Reputation among University key stakeholder groups*	Reputation among University key stakeholder groups*	Reputation among University key stakeholder groups*
<b>Operations</b>	University's ability to safely conduct classes and continue research efforts	University's ability to safely conduct classes and continue research efforts	University's ability to safely conduct classes and continue research efforts	University's ability to safely conduct classes and continue research efforts
<b>Response</b>	Immediate <b><i>Board and management</i></b> attention needed to develop and execute action plan in <b><i>coming weeks</i></b>	<b><i>Management and Board</i></b> attention needed to develop and execute action plan in <b><i>coming months</i></b>	Analysis and corrective management action plan needed to address risk levels; Action plan should be developed and executed in 6 - 12 month timeframe	Ad hoc attention may be required along with management's monitoring of changing risk profile
<b>Example</b>	Gross Board and management negligence identified which could include but not limited to systematic fraud	Unreliable processes and controls that with a high certainty would lead to misrepresentation, errors, penalties, fines, or loss of funding; potential financial impact greater than \$2,000,000	Ineffective processes or controls which could lead to errors; potential financial impact \$500,000 - \$2,000,000	Inefficient processes or controls which may increase the amount of work but not fundamentally change the results or actions; potential financial impact less than \$500,000

\*Key stakeholder groups include students, parents, faculty, staff, and government agencies

Board of Trustees Meeting - New Business

**High Risk Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Theme	Item #	Source	Responsible BOT Committee	Responsible Office	Responsible Person	Recommendation	Action Plan	Status	Due Date
BOT & Staff Interaction	1	Board of Governors	Strategic Planning Committee	President's Office	Thad Seymour	Build a strategic plan and brief to the Board of Governors on: (1) how UCF grew so fast; (2) how big it should be; and (3) what are the controls to govern growth.	BOG officials clarified the task to UCF Leadership to reflect a request for an enrollment plan instead of a strategic plan. President Seymour created an Enrollment Management Taskforce, consisting of faculty, staff, deans, administration, SGA and the chair of the BOT. He charged the taskforce to "define a 10-year enrollment strategy that supports student and faculty success, meets regional needs, and aligns with state goals to further UCF's pursuit of excellence." Multiple meetings have taken place.	In Progress	October-19
Culture, Ethics, & Governance	2	Association of Governing Boards	Board Chair	President's Office	Thad Seymour	Crisis leadership: Traditional risk management implies a necessary and diligent effort to respond to an immediate crisis and to comply with regulatory and other requirements that flow from it. We urge a broader concept of "crisis leadership" that includes the management function but goes beyond it to focus on strategic leadership going forward. This process of leadership must be understood by all who should be involved. Thus, we recommend three interrelated activities in asserting a process of crisis leadership following the Trevor Colbourn Hall failure. First, the board needs to continue its path of making the necessary changes in policy, management practices, and personnel to ensure that the errors leading to the Trevor Colbourn Hall misappropriation are not repeated. Second, the board should ensure that UCF complies fully with the regulatory changes and clarifications demanded by the BOG and the legislature. Third, through sound exercise of its governance authority, the board needs to reclaim the confidence of the public and political leaders and return their attention to the achieving of excellence in UCF's mission.	1) In June 2019 the BOT chair designated the Audit and Compliance Committee to track and update the board about progress made on the multiple recommendations. This action plan represents the continuing effort. 2) This plan will provide accountability for implementing recommendations. Additionally, the university has hired a new Director of Enterprise Risk and Insurance Management, is hiring additional staff in University Audit and is creating a new senior position of Chief Accountability Officer. 3) Government Relations and Communications and Marketing are developing campaigns to restore trust and confidence in UCF in targeted audiences.	In Progress	Ongoing
	3	Public Integrity and Ethics Committee	Audit and Compliance Committee	President's Office	Thad Seymour	Each SUS institution should foster a culture that respects and responds to Auditor General Audit Findings.	UCF is conducting university-wide ethics, compliance and whistle-blower training to create a stronger culture of transparency and accountability.	In Progress	October-19
	4	Public Integrity and Ethics Committee	Finance and Facilities Committee	COO	Misty Shepherd	Capital Outlay Budgets must comply with statutory requirements showing all capital projects and the actual source of funds committed to each project.	The BOG has provided a template to all universities for presenting their capital outlay budget. UCF is actively using the template and will be presenting it for BOT approval in July 2019.	In Progress	July-19
	5	Public Integrity and Ethics Committee	Finance and Facilities Committee	President's Office	Thad Seymour	Checks and balances must be instituted to ensure that no high-ranking administrator becomes a single point of both information and authority with respect to decisions involving significant sums of public funds. Boards of Trustees and the Board of Governors should require universities to notify General Counsel, audit and compliance, and Board of Governors staff of the substance of such decisions. Compliance staff must have authority and opportunity to question the legitimacy of such decisions.	1) In Fall 2018, then-President Whittaker created new Chief Financial Officer and Chief Operating Officer positions to separate functions and provide internal checks and balances in funding authority and decision-making; in January 2019 the BOT made that change official board policy. 2) In Fall 2018, the BOT initiated a new requirement for certifications to the board as to the appropriate source of funds for all UCF construction projects. The required signatures are the Chief Financial Officer, the Vice President presenting the item, the Vice President and General Counsel and the President. 3) In Fall 2018, then-President Whittaker initiated new requirement for real-time audits for capital projects that exceed \$2 million. 4) The administration is pursuing a new position of Chief Accountability Officer to help UCF rebuild a culture of ethics, integrity and accountability. 5) Interim President Seymour has scheduled regular update meetings with the chief audit and compliance officers. This is in addition to any urgent meetings needed. 6) UCF has hired a new Director of Enterprise Risk and Insurance Management	In Progress	Ongoing
	6	Board of Governors	Finance and Facilities Committee	COO	Misty Shepherd	University will not move forward with any capital projects until the UCF BOT has completed the implementation of the procedures discussed at the UCF BOT meeting held on 9/6/18 and verified to the BOG that the procedures are in place.	All proposed projects on hold until further notice.	In Progress	To Be Determined
Internal Control Redesign & Process Enhancements	7	Board of Trustees	Audit and Compliance Committee	University Audit	Robert Taft	University Audit will work with UCF management and staff to identify PeopleSoft automated internal control enhancements to reduce inappropriate or unnecessary system access, block or flag inappropriate financial transactions, as well as to develop monitoring reports for activities such as large dollar transfers and the timing and amount of construction project funding transactions.	Evaluate both automated preventative and detective controls to prevent or flag potentially inappropriate transfer of funds and source/use concerns. Work with other SUS institutes that use PeopleSoft to share possible approaches and programming ideas.	In Progress	November-19
	8	Board of Trustees	Finance and Facilities Committee	General Counsel	Scott Cole	All future board and committee approvals of capital projects over \$2 million require a written certification signed by the president, vice president submitting the item, the CFO and general counsel identifying the source of funds and certifying that they are appropriate for that purpose.	To be included in Board Operating Procedures 2	In Progress	December-19
	9	Bryan Cave Investigation	Audit and Compliance Committee	University Audit	Robert Taft	The University should explore ways in which technology could be used to enhance its internal controls, such as automated workflows within the budget and general ledger systems that flag transactions which may constitute a violation of BOG regulations and/or state law concerning the use of state appropriated funds.	UCF audit is working with internal subject matter experts to identify solutions.	In Progress	November-19

Board of Trustees Meeting - New Business

**High Risk Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Theme	Item #	Source	Responsible BOT Committee	Responsible Office	Responsible Person	Recommendation	Action Plan	Status	Due Date
	10	Public Integrity and Ethics Committee	Finance and Facilities Committee	CFO	Dennis Crudele	Internal loans should be fully disclosed and audited to ensure the safety and security of all funds, particularly E&G funds.	Internal loans have been discussed with the President, BOT chairman, and Finance & Facilities Committee chair. The CFO is in the process of obtaining signed loan agreements for each loan and will present a complete list and repayment plan to the BOT in Fall 2019. Annual updates will be provided to the BOT until all internal loans are repaid.	In Progress	December-19
	11	Public Integrity and Ethics Committee	Finance and Facilities Committee	General Counsel	Scott Cole	Capital projects in excess of \$1 million in cost should not be undertaken before the President and General Counsel certify the actual source of all funds to be expended and that planning and funding conform to the Capital Outlay Budget, Capital Improvement Plan, Master Plan, applicable laws and regulations. Such certifications should be submitted to the BOT for information at the next scheduled meeting.	To be included in Board Operating Procedures 2	In Progress	December-19
Policies & Procedures	12	Public Integrity and Ethics Committee	Finance and Facilities Committee	CFO	Dennis Crudele	E&G funds should not be transferred or encumbered except as authorized in budgets and carry forward commitment lists approved by the Board of Trustees.	An internal process is being developed based on BOG guidance and the BOT Delegation of Authority.	In Progress	December-19
	13	Public Integrity and Ethics Committee	Finance and Facilities Committee	CFO	Dennis Crudele	University investment policies and accounting of investment shares of various university accounts should disclose the source and possible use of all funds commingled in investment programs. Care should be taken to avoid risking University reserves or endowments through internal allocation practices that are not fully accountable to the BOT's	Procedures are being developed that will clarify the sources of funding in each of the university's investment vehicles.	In Progress	June-20
Training & Awareness	14	Bryan Cave Investigation	Finance and Facilities Committee	CFO	Dennis Crudele	The University should require all newly hired F&A and Facilities department employees, and other employees with budgetary responsibilities, to undergo education and training regarding the proper use of state-appropriated funds, the relevant state statutes, regulations and BOG guidance, and should provide for regular training and education of all such employees regarding these matters. The University should also implement periodic education and training on the key concepts regarding the budgeting process and the appropriation of state funds for members of the BOT and University leaders.	A process is being developed to provide initial training on the proper use of funds to new F&A and Facilities employees, with periodic refreshes provided to existing employees and BOT members.  Training on the proper use of funds was provided to the BOT on 5/17/19 and to university VPs and Deans on 5/31/19.	In Progress	June-20
	15	Public Integrity and Ethics Committee	TBD	CFO	Dennis Crudele	Budget and finance decision makers should receive regular notifications of changes in applicable laws and regulations including new Board of Governance guidance.	F&A will continue to provide notification via email, budget directors' meetings, and financial focus group meetings, to budget and finance decision makers as there are changes to applicable laws and regulations.  Particular emphasis will be given to new Board of Governors guidance when it is received.	In Progress	December-19
Transparency & Pre-Approvals	16	Public Integrity and Ethics Committee	Finance and Facilities Committee	CFO	Dennis Crudele	Boards of Trustees should approve E&G carryforward commitments reported to the BOG's each August and approve University changes to the approved commitments on a quarterly basis.	An internal process is being developed based on BOG guidance.	In Progress	December-19



**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
1	Board of Governors	Board of Governors January 31, 2019 Audit and Compliance Committee Meeting	Build a strategic plan and brief to the Board of Governors on: (1) how UCF grew so fast; (2) how big it should be; and (3) what are the controls to govern growth.	High	BOT & Staff Interaction	President's Office	Thad Seymour	Strategic Planning Committee	BOG officials clarified the task to UCF Leadership to reflect a request for an enrollment plan instead of a strategic plan. President Seymour created an Enrollment Management Taskforce, consisting of faculty, staff, deans, administration, SGA and the chair of the BOT. He charged the taskforce to "define a 10-year enrollment strategy that supports student and faculty success, meets regional needs, and aligns with state goals to further UCF's pursuit of excellence." Multiple meetings have taken place.	In Progress	October-19
2	Association of Governing Boards	AGB May 15, 2019 Report	Crisis leadership: Traditional risk management implies a necessary and diligent effort to respond to an immediate crisis and to comply with regulatory and other requirements that flow from it. We urge a broader concept of "crisis leadership" that includes the management function but goes beyond it to focus on strategic leadership going forward. This process of leadership must be understood by all who should be involved. Thus, we recommend three interrelated activities in asserting a process of crisis leadership following the Trevor Colbourn Hall failure. First, the board needs to continue its path of making the necessary changes in policy, management practices, and personnel to ensure that the errors leading to the Trevor Colbourn Hall misappropriation are not repeated. Second, the board should ensure that UCF complies fully with the regulatory changes and clarifications demanded by the BOG and the legislature. Third, through sound exercise of its governance authority, the board needs to reclaim the confidence of the public and political leaders and return their attention to the achieving of excellence in UCF's mission.	High	Culture, Ethics, & Governance	President's Office	Thad Seymour	Board Chair	1) In June 2019 the BOT chair designated the Audit and Compliance committee to track and update the board about progress made on the multiple recommendations. This action plan represents the continuing effort. 2) This plan will provide accountability for implementing recommendations. Additionally, the university has hired a new Director of Enterprise Risk and Insurance Management, is hiring additional staff in University Audit and is creating a new senior position of Chief Accountability Officer. 3) Government Relations and Communications and Marketing are developing campaigns to restore trust and confidence in UCF in targeted audiences.	In Progress	Ongoing
3	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Capital Outlay Budgets must comply with statutory requirements showing all capital projects and the actual source of funds committed to each project	High	Culture, Ethics, & Governance	COO	Misty Shepherd	Finance and Facilities Committee	The BOG has provided a template to all universities for presenting their capital outlay budget. UCF is actively using the template and will be presenting it for BOT approval in July 2019.	In Progress	July-19
4	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Checks and balances must be instituted to ensure that no high-ranking administrator becomes a single point of both information and authority with respect to decisions involving significant sums of public funds. Boards of Trustees and the Board of Governors should require universities to notify General Counsel, audit and compliance, and Board of Governors staff of the substance of such decisions. Compliance staff must have authority and opportunity to question the legitimacy of such decisions.	High	Culture, Ethics, & Governance	President's Office	Thad Seymour	TBD	1) In Fall 2018, then-President Whittaker created new Chief Financial Officer and Chief Operating Officer positions to separate functions and provide internal checks and balances in funding authority and decision-making; in January 2019 the BOT made that change official board policy. 2) In Fall 2018, the BOT initiated a new requirement for certifications to the board as to the appropriate source of funds for all UCF construction projects. The required signatures are the Chief Financial Officer, the Vice President presenting the item, the Vice President and General Counsel and the President. 3) In Fall 2018, then-President Whittaker initiated new requirement for real-time audits for capital projects that exceed \$2 million. 4) The administration is pursuing a new position of Chief Accountability Officer to help UCF rebuild a culture of ethics, integrity and accountability. 5) Interim President Seymour has scheduled regular update meetings with the chief audit and compliance officers. This is in addition to any urgent meetings needed. 6) UCF has hired a new Director of Enterprise Risk and Insurance Management	In Progress	Ongoing
5	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Each SUS institution should foster a culture that respects and responds to Auditor General Audit Findings.	High	Culture, Ethics, & Governance	President's Office	Thad Seymour	Audit and Compliance Committee	UCF is conducting university-wide ethics, compliance and whistle-blower training to create a stronger culture of transparency and accountability.	In Progress	October-19

Board of Trustees Meeting - New Business

**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
6	Board of Governors	Board of Governors September 13, 2018 FAC and Full Board Meetings	University will not move forward with any capital projects until the UCF BOT has completed the implementation of the procedures discussed at the UCF BOT meeting held on 9/6/18 and verified to the BOG that the procedures are in place.	High	Internal Control Redesign & Process Enhancements	COO	Misty Shepherd	Finance and Facilities Committee	All proposed projects on hold until further notice.	In Progress	To Be Determined
7	Board of Trustees	Board of Trustees September 8, 2018 Meeting	All future board and committee approvals of capital projects over \$2 million require a written certification signed by the president, vice president submitting the item, the CFO and general counsel identifying the source of funds and certifying that they are appropriate for that purpose.	High	Internal Control Redesign & Process Enhancements	General Counsel	Scott Cole	Finance and Facilities Committee	To be included in Board Operating Procedures 2	In Progress	December-19
8	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Audit will work with UCF management and staff to identify PeopleSoft automated internal control enhancements to reduce inappropriate or unnecessary system access, block or flag inappropriate financial transactions, as well as to develop monitoring reports for activities such as large dollar transfers and the timing and amount of construction project funding transactions.	High	Internal Control Redesign & Process Enhancements	University Audit	Robert Taft	Audit and Compliance Committee	Evaluate both automated preventative and detective controls to prevent or flag potentially inappropriate transfer of funds and source/use concerns. Work with other SUS institutes that use PeopleSoft to share possible approaches and programming ideas.	In Progress	November-19
9	Bryan Cave Investigation	Bryan Cave January 17, 2019 Report	The University should explore ways in which technology could be used to enhance its internal controls, such as automated workflows within the budget and general ledger systems that flag transactions which may constitute a violation of BOG regulations and/or state law concerning the use of state appropriated funds.	High	Internal Control Redesign & Process Enhancements	University Audit	Robert Taft	Audit and Compliance Committee	UCF audit is working with internal subject matter experts to identify solutions.	In Progress	November-19
10	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Capital projects in excess of \$1 million in cost should not be undertaken before the President and General Counsel certify the actual source of all funds to be expended and that planning and funding conform to the Capital Outlay Budget, Capital Improvement Plan, Master Plan, applicable laws and regulations. Such certifications should be submitted to the BOT for information at the next scheduled meeting	High	Internal Control Redesign & Process Enhancements	General Counsel	Scott Cole	Finance and Facilities Committee	To be included in Board Operating Procedures 2	In Progress	December-19
11	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Internal loans should be fully disclosed and audited to ensure the safety and security of all funds, particularly E&G funds.	High	Internal Control Redesign & Process Enhancements	CFO	Dennis Crudele	Finance and Facilities Committee	Internal loans have been discussed with the President, BOT chairman, and Finance & Facilities Committee chair. The CFO is in the process of obtaining signed loan agreements for each loan and will present a complete list and repayment plan to the BOT in Fall 2019. Annual updates will be provided to the BOT until all internal loans are repaid.	In Progress	December-19
12	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	E&G funds should not be transferred or encumbered except as authorized in budgets and carry forward commitment lists approved by the Board of Trustees.	High	Policies & Procedures	CFO	Dennis Crudele	Finance and Facilities Committee	An internal process is being developed based on BOG guidance and the BOT Delegation of Authority.	In Progress	December-19
13	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	University investment policies and accounting of investment shares of various university accounts should disclose the source and possible use of all funds commingled in investment programs. Care should be taken to avoid risking University reserves or endowments through internal allocation practices that are not fully accountable to the BOT's	High	Policies & Procedures	CFO	Dennis Crudele	Finance and Facilities Committee	Procedures are being developed that will clarify the sources of funding in each of the university's investment vehicles.	In Progress	June-20
14	Bryan Cave Investigation	Bryan Cave January 17, 2019 Report	The University should require all newly hired F&A and Facilities department employees, and other employees with budgetary responsibilities, to undergo education and training regarding the proper use of state-appropriated funds, the relevant state statutes, regulations and BOG guidance, and should provide for regular training and education of all such employees regarding these matters. The University should also implement periodic education and training on the key concepts regarding the budgeting process and the appropriation of state funds for members of the BOT and University leaders.	High	Training & Awareness	CFO	Dennis Crudele	Finance and Facilities Committee	A process is being developed to provide initial training on the proper use of funds to new F&A and Facilities employees, with periodic refreshes provided to existing employees and BOT members.  Training on the proper use of funds was provided to the BOT on 5/17/19 and to university VPs and Deans on 5/31/19.	In Progress	June-20
15	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Budget and finance decision makers should receive regular notifications of changes in applicable laws and regulations including new Board of Governance guidance.	High	Training & Awareness	CFO	Dennis Crudele	TBD	F&A will continue to provide notification via email, budget directors' meetings, and financial focus group meetings, to budget and finance decision makers as there are changes to applicable laws and regulations. Particular emphasis will be given to new Board of Governors guidance when it is received.	In Progress	December-19

Board of Trustees Meeting - New Business

**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
16	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Boards of Trustees should approve E&G carryforward commitments reported to the BOG's each August and approve University changes to the approved commitments on a quarterly basis	High	Transparency & Pre-Approvals	CFO	Dennis Crudele	Finance and Facilities Committee	An internal process is being developed based on BOG guidance.	In Progress	December-19
17	Association of Governing Boards	AGB May 15, 2019 Report	Governance in the sunshine: Florida's embrace open meetings and records requirements mean that nearly all board discourse be open to the public. Board meetings at an institution as prominent as UCF attract broad attention from internal stakeholders, the media, and the public at large. The Trevor Colbourn Hall controversy magnifies this attention. In this environment, board members must develop the habit of openly and freely discussing serious strategic and occasionally divisive topics in public. Sticking to noncontroversial items or discussing serious matters superficially will not serve the board or the public. Given the recent spate of negative publicity, the board should not be concerned about a few more headlines about it tackling difficult topics.	Low	BOT & Staff Interaction	President's Office	Thad Seymour	Nominating and Governance Committee	This recommendation will be lead by the Board of Trustees and Board Chair; however it can be achieved by articulating a "Statement of Expectations" to guide individual and collective behavior. In terms of transparency, board meetings will be livestreamed beginning in July 2019.	In Progress	November-19
18	Association of Governing Boards	AGB May 15, 2019 Report	Committee support: Staff who support specific committees should consult with the committee chairs about the content and relevant strategic issues well in advance of finalizing agendas.	Medium	BOT & Staff Interaction	General Counsel	Scott Cole	Nominating and Governance Committee	To be included in Board Operating Procedures 1	In Progress	July-19
19	Association of Governing Boards	AGB May 15, 2019 Report	Board-president relationship: The relationship between the board, especially as represented by its chair, and the president works best when it is a leadership partnership characterized by common goals for the university, well defined areas of respective authority, and recognition of the many topics that require discussion and collaboration. Mutual respect, transparency, and openness to constructive criticism are essential attributes of the relationship, shaped by a regular pattern of communication. The chair speaks for the board; the president speaks for the university. The president should actively participate in board discussions, recognizing that when it comes to a vote, the board alone votes and prevails. Presidential assessment and compensation should be delegated to a committee but involve the whole board. Participation in chair-president training and coaching has proven useful especially when the institution faces challenges as serious as UCF's.	Medium	BOT & Staff Interaction	President's Office	Thad Seymour	Board Chair	Interim President Seymour has weekly calls with the BOT chair, as well as monthly in-person meetings. These are in addition to unscheduled, issue-oriented calls. The president has monthly meetings/calls scheduled with the incoming vice chair and monthly calls with committee chairs, as well as regular meetings/calls with trustees. Board workshops have been built into the 2020 BOT schedule so the president and board can have deliberate "big picture" discussions. The Compensation and Labor Committee reviews presidential performance and compensation annually.	Ongoing	Ongoing
20	Association of Governing Boards	AGB May 15, 2019 Report	Staff development: Since many of the staff are new in their positions, they should engage in professional development focused on accepted best practices as soon as practicable. A major goal of this developmental process would be to clarify the board's role as the highest governing authority at UCF and the staff's role in supporting the work of the board.	Medium	BOT & Staff Interaction	President's Office	Grant Heston	Nominating and Governance Committee	In April 2019, the board relations team in the Office of the President attended the Association of Governing Boards National Conference on Trusteeship. The team has also completed the AGB online training modules. The team will attend AGB's 2020 National Conference on Trusteeship, and encourage all staff who support committees to attend as well. The board relations team in the Office of the President also attended the May BOT retreat with AGB and BOG representatives.	Ongoing	Ongoing
21	Association of Governing Boards	AGB January 17, 2019 Memo	The UCF budget should be developed with appropriate engagement of the Board through its Finance Committee as institution priorities are being shaped with a focus on the strategic plan of the University.	Medium	BOT & Staff Interaction	CFO	Dennis Crudele	Finance and Facilities Committee	Annual budgets for the university and DSOs were presented at the June 2019 BOT meeting. Going forward, UCF will need to determine budget approval workflow including use of various internal committees such as the Budget Committee and how the BOT will be involved in the decision making process prior to formal presentation of the proposal.	In Progress	June-20

**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
22	Association of Governing Boards	AGB May 15, 2019 Report	Leadership role of the chair. There is wisdom in the first and last word in the description of the chair as "first among equals." The chair is the leader of the board, is the sole official spokesperson for the board, and symbolizes through discourse and demeanor the seriousness and importance of the board. Board members should keep in clear focus that the board is a single entity as distinct from a body of separate voices. Nevertheless, with the exception of specific authority noted in the bylaws such as naming members of committees and committee chairs, the board chair has only one vote just like other members. Board members who fail to respect the role of the chair especially as the public spokesperson for the board and the controller of the time for debate during board discussions render the board less effective. The BOT should consider following the lead of high-performing boards in taking time to develop a code of board member behavior that embodies respect for the essential role of the chair, the duty of all members to seriously engage themselves in the work of the board, and the rules of transparency and decorum. (See Appendix C for The Ten Habits of Highly Effective Boards.)	Medium	Culture, Ethics, & Governance	N/A	N/A	Nominating and Governance Committee	A pledge form will be developed for all BOT members.	In Progress	September-19
23	Association of Governing Boards	AGB May 15, 2019 Report	Committees and their functions: The committee titles at UCF represent a common approach that largely reflects the administrative departments and functions of the university. This is not an unacceptable model, but it does hinder focus on strategic priorities as opposed to the status quo—too often placing a board in an oversight rather than a strategic position. The board should consider reducing the number of committees, aligning them by title and charge or charter with UCF's strategic priorities, ensure that the committee chair is central to setting the annual committee agenda and specific meeting agendas, consider adding faculty members and others as nonvoting members of committees, and attend to the right balance between oversight of past/current performance and strategic directions for the future.	Medium	Culture, Ethics, & Governance	President's Office	Thad Seymour	Board Chair	This recommendation will be lead by the Board of Trustees and Board Chair and UCF leadership will provide support in whatever capacity needed to determine committee structure and roles.	In Progress	October-19
24	Association of Governing Boards	AGB May 15, 2019 Report	Governance Committee/Taskforce on Governance Reform: The current nominating and governance committee should be charged with a close examination of these and other recommendations with an eye toward implementation of changes in governance behavior—including, perhaps, the name of the committee. However, to give the governance reform work the energy and attention it deserves, consideration should be given to a special task group charged (during a three month time frame) with implementing, assessing progress on, and reporting regularly to the board on accomplishment of specific reforms. (See Appendix A for a checklist of topics meriting governance committee oversight.)	Medium	Culture, Ethics, & Governance	President's Office	Thad Seymour	Nominating and Governance Committee	This recommendation will be lead by the Board of Trustees and Board Chair. In June 2019, the BOT chair directed the Audit and Compliance Committee to track and monitor post investigation recommendations from all sources. The committee could also recommend a taskforce of trustees assume this responsibility, or that a taskforce review certain categories of recommendations.	In Progress	Ongoing

**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
25	Association of Governing Boards	AGB May 15, 2019 Report	Board self-assessment. A high-functioning board is composed of members who make service to the institution and its effectiveness in fulfilling its public mission their top priority. Willingness to engage in a regular self-assessment is a sign of commitment to this fiduciary standard. Board self-assessment is also required of Florida institutions by the regional accrediting body—as regional accreditors are demonstrating a focus on board governance among their periodic reviews. An annual retreat that includes self-appraisal, as well as discussion of strategic topics is highly recommended, as are more frequent checks on board performance, its working relationship with the president and staff, as well as the functioning of committees and similar topics. The UCF conflict of interest policy is adequate but relies heavily on self-reporting of conflicts or potential conflicts. It would be greatly strengthened by adherence to the best practices described in the AGB Board of Directors' Statement on Conflict of Interest with Guidelines on Compelling Benefit issued in 2013. (See Appendix D for more information.) A fully functioning governance committee should assume responsibility for structuring a process of board and trustee assessment and conflict of interest oversight.	Medium	Culture, Ethics, & Governance	President's Office	Grant Heston	Nominating and Governance Committee	This recommendation will be lead by the Board of Trustees and Board Chair; however many good examples of board self assessment processes exist which the Board could model, including AGB and the UCF Foundation. The same is true for conflict of interest reporting. The Nominating and Governance Committee could request examples of both for discussion at an upcoming meeting.	Not Started	To Be Determined
26	Association of Governing Boards	AGB May 15, 2019 Report	Risk assessment: In light of the disruptive forces that currently affect all of higher education, board attention to the myriad risks associated with governing a massive, complex public enterprise like UCF is highly recommended. A workup of priority risks (a heatmap) by staff and external advisors should be a major topic of board discussion at least annually, and the subject of a board risk assessment committee regularly. A sophisticated risk assessment process at the board level might well have anticipated the crisis brought on by the Trevor Colburn Hall fiasco.	Medium	Culture, Ethics, & Governance	University Compliance, Ethics, and Risk	Christina Serra	Audit and Compliance Committee	Hired Director of Enterprise Risk and Insurance Management to develop enterprise risk management program.	In Progress	June-20
27	Board of Trustees	Board of Trustees May 16, 2019 Meeting	Based on a motion that was made and approved during the April 23, 2019, Audit and Compliance Committee meeting, University Audit will work with management to obtain funding for additional new lines/positions. These lines/positions will focus on financial controls, data analysis and completing the increasing number of investigations being received through the IntegrityLine and other sources as described earlier.	Medium	Culture, Ethics, & Governance	University Audit	Robert Taft	Audit and Compliance Committee	A staffing plan is being developed including new positions and reporting structure. Job descriptions will be created and edited and then submitted to HR for salary analysis prior to posting for hire.	In Progress	December-19
28	Board of Trustees	Board of Trustees May 16, 2019 Meeting	Under BOG Regulation 4.003, at least once every five years, the president and the Board of Trustees shall be provided with an external review of the Compliance and Ethics Program's design and effectiveness and any recommendations for improvement, as appropriate. The first external review shall be initiated within five years from the effective date of the regulation, which is 2021. The assessment shall be approved by the Board of Trustees and a copy provided to the Board of Governors. It was the expectation of University Compliance, Ethics, and Risk that the new vice president for Compliance, Accountability, and Ethics would commission such report upon his or her hire. However, the office will discuss with senior leadership the feasibility of initiating the review sooner, with the expectation that resources to support the review will be provided	Medium	Culture, Ethics, & Governance	University Compliance, Ethics, and Risk	Christina Serra	Audit and Compliance Committee	Collaborate with Florida university peers and BOG IG to define single set of effectiveness standards for use by SUS in effectiveness reviews. Once finalized, engage third party to conduct the five-year review.	In Progress	June-20
29	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Boards of Trustees should review each state audit finding, be fully advised by legal counsel, audit staff and trained administrators of the seriousness of findings of unlawful operations or activities, and maintain regular review of institutional responses until compliance is achieved and certified by the university's chief audit executive, Board of Governors Inspector General, or the Auditor General	Medium	Culture, Ethics, & Governance	University Audit	Robert Taft	Audit and Compliance Committee	As noted in several other recommendations, open AG audit issues will be tracked by UCF Audit. The Board Chair or Chair of the Audit and Compliance meeting are invited to AG exit conferences. Draft responses to AG reports will be provided to specific BOT members prior to sending to AG.	In Progress	September-19
30	Accenture	Accenture January 17, 2019 Report	Reporting Relationship of Academic/DSO Financial Leads and CFO - We recommend that each unit's designated finance lead (sometimes this is a single role that combines finance/operations at the unit level) serve as a dual report to the CFO organization (potentially reporting in to an AVP of Finance).	Medium	Internal Control Redesign & Process Enhancements	President, Provost & CFO	Thad Seymour, Elizabeth Dooley & Dennis Crudele	Finance and Facilities Committee	Action plan in development.	In Progress	TBD

**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
31	Accenture	Accenture January 17, 2019 Report	CFO Role in Budgeting - UCF would benefit from formalizing the CFO's role to include setting the overall fiscal constraint in the budget process (e.g. revenue, expenditure, liquidity and debt targets). From a practicable standpoint, this translates into the President, Provost and the CFO "stacking hands" on fiscal capacity, with the Provost driving the budget allocation process thereafter.	Medium	Internal Control Redesign & Process Enhancements	President, Provost & CFO	Thad Seymour, Elizabeth Dooley & Dennis Crudele	Finance and Facilities Committee	Action plan in development.	In Progress	TBD
32	Auditor General	Florida Auditor General January 4, 2019 Report	Document the BOT approval of any auxiliary fund deficit fund balances that were caused by restoration of the E&G funds and provide such documentation to the BOG.	Medium	Internal Control Redesign & Process Enhancements	CFO	Dennis Crudele	Finance and Facilities Committee	Documentation to be reviewed and approved during upcoming Board meetings	In Progress	July-19
33	Board of Governors	Board of Governors January 31, 2019 Budget Committee and Full Board Meetings	Expand the Bryan Cave investigation to address all E&G misuses (paid for by UCF), review the UCF Strategic Plan, BOG Budget and Finance Committee to review UCF reserves, and review with the UCF BOT of its fiduciary responsibilities.	Medium	Internal Control Redesign & Process Enhancements	TBD	TBD	TBD	Investigation currently taking place with target completion in August.	In Progress	August-19
34	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Audit will initiate a quarterly financial control evaluation and certification program based on customization of Section 302 of the Sarbanes Oxley Act for publicly traded companies <a href="https://www.sarbanes-oxley-101.com/SOX-302.htm">https://www.sarbanes-oxley-101.com/SOX-302.htm</a> . This program will include the completion of a checklist to review process, system and regulatory changes along with a review of material transactions taking place during the period to identify any potential areas of concern. A Financial Statement Disclosure Committee consisting of key members of management will be formed to perform this work. University Audit recommends that a member of the Board of Trustees be named as a member of this committee.	Medium	Internal Control Redesign & Process Enhancements	University Audit	Robert Taft	Audit and Compliance Committee	Will leverage available resources and look to hire staff with prior financial controls/SOX experience.	In Progress	November-19
35	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Audit will work with UCF management to verify that all follow-up activities the university has committed to in the Auditor General's operational report and all other reports are fully implemented. All identified issues will be tracked in University Audit's audit management software.	Medium	Monitoring Post-Transaction Activities	University Audit	Robert Taft	Audit and Compliance Committee	Perform follow-up work and provide a status update to the BOT Audit and Compliance committee at a future 2019 meeting.	In Progress	November-19
36	Bryan Cave Investigation	Bryan Cave January 17, 2019 Report	The University should develop, as a supplement to the budgeting documents and reports required to be submitted to the BOT and/or BOG by Florida law and BOG regulations, a clear and consistent reporting package to be presented to the BOT on a periodic basis, designed to appropriately inform the Board regarding the funding of capital projects.	Medium	Monitoring Post-Transaction Activities	CFO	Dennis Crudele	Finance and Facilities Committee	To be included in Board Operating Procedures 2	In Progress	December-19
37	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Regular internal operational audits to monitor compliance with such policies (Policies developed to ensure adherence to budget and planning laws and regulations).	Medium	Monitoring Post-Transaction Activities	University Audit	Robert Taft	Audit and Compliance Committee	Will look at scheduling a budget process audit or consulting project once the current process is redefined and is implemented or is being implemented. Will work with management and BOT to determine which type of audit project would add the most value. Will discuss with CFO at future meeting.	In Progress	September-19
38	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	Capital Outlay Budgets, Fund Composition Reports and E&G carry forward expenditures should be routinely audited.	Medium	Monitoring Post-Transaction Activities	University Audit	Robert Taft	Audit and Compliance Committee	Leverage proposed Financial Controls disclosure committee process. Look at current risk assessment process to determine how to adjust criteria to increase audit work to be done around this area.	In Progress	November-19
39	Association of Governing Boards	AGB May 15, 2019 Report	Recording minutes: The minutes of board and committee meetings became much more detailed during the course of 2018. However, the appropriate board committee and staff should develop guidelines to ensure that minutes present a full and accurate report on board and committee deliberations and actions.	Medium	Policies & Procedures	General Counsel	Scott Cole	Nominating and Governance Committee	To be included in Board Operating Procedures 1	In Progress	July-19
40	Board of Governors	Board of Governors January 31, 2019 Audit and Compliance Committee Meeting	Develop a policy for the authorization of funds, which is approved by the President, CFO, Legal, and Board of Trustees. NOTE ***This was not a recommendation from the BOG. Marchena/Pres Whittaker informed them that this was an action we were taking.	Medium	Policies & Procedures	CFO	Dennis Crudele	Finance and Facilities Committee	To be included in Board Operating Procedures 2	In Progress	December-19
41	Board of Trustees	Board of Trustees January 24, 2019 Meeting	Office of the General Counsel, Compliance, Ethics and Risk Office, and Internal Audit will develop updated policies and procedures for the board's consideration to further ensure proper use of state appropriated E&G funds.	Medium	Policies & Procedures	CFO	Dennis Crudele	Finance and Facilities Committee	Office of the General Counsel, Compliance, Ethics and Risk Office, and Internal Audit will develop updated policies and procedures for the board's consideration to further ensure proper use of state appropriated E&G funds.	In Progress	June-20

**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
42	Bryan Cave Investigation	Bryan Cave January 17, 2019 Report	The University should require F&A to consult with the University's General Counsel, Compliance, Ethics, and Risk Office, Internal Audit, and the BOG, as appropriate, to develop specific written policies and procedures designed to reasonably ensure the proper use of state-appropriated E&G funding. These policies and procedures should, at a minimum, clearly identify those persons and/or bodies within the university with responsibility to approve and oversee expenditures of E&G.	Medium	Policies & Procedures	CFO	Dennis Crudele	Finance and Facilities Committee	To be included in Board Operating Procedures 2	In Progress	December-19
43	Bryan Cave Investigation	Bryan Cave January 17, 2019 Report	The policies and procedures should also describe the documentation necessary to support certain funding-related requests, such as budget transfer requests above a certain threshold, and provide clear instructions to employees charged with the responsibility to approve such requests.	Medium	Policies & Procedures	CFO	Dennis Crudele	Finance and Facilities Committee	To be included in Board Operating Procedures 2.	In Progress	December-19
44	Public Integrity and Ethics Committee	Public Integrity and Ethics Committee March 14, 2019 Report	All SUS leadership should jointly search for best practices in budgeting and accountability. Each Board of Trustees should adopt policies to ensure adherence to budget and planning laws and regulations.	Medium	Policies & Procedures	CFO	Dennis Crudele	Finance and Facilities Committee	To be included in Board Operating Procedures 2	In Progress	June-20
45	Association of Governing Boards	AGB May 15, 2019 Report	Board orientation and development. Orienting new members and reorienting longer-serving trustees is a standard best practice to enable newer board members to add value more quickly and the veterans to update their working awareness of the scope and limits of effective board responsibility and governance. A sound orientation program avoids the "drinking from a fire hose syndrome" just as it provides all of the relevant information a new member needs or requests. An ongoing development program polls members on their interests and proposes special workshops on the compelling issues for boards now and in the foreseeable future. Topics could well include technology and educational effectiveness, predictive analytics and student achievement, the evolving nature of the student body, maximizing athletics as a university asset, as well as such areas of risk as Title IX violations, cybersecurity, et cetera. As of the date of the drafting of this report, UCF has made AGB's online board orientation program available to all members of the UCF BOT.	Medium	Training & Awareness	President's Office	Grant Heston	Nominating and Governance Committee	A draft orientation plan is nearing completion. This plan would have new trustees participate in a full day (or two half day) sessions with administration, deans, faculty, staff and students and provide a rich history of UCF and its goals, as well as the governance and fiduciary requirements from the AGB, BOG and BOT retreat.	In Progress	September-19
46	Auditor General	Florida Auditor General January 4, 2019 Report	Enhance procedures to ensure and demonstrate that E&G carryforward funds are only used for authorized purposes. Such enhancements may include appropriate training to ensure that University management responsible for approving the use of E&G funding understand the restrictions for such use and documenting support for allowable uses of the funding.	Medium	Training & Awareness	CFO	Dennis Crudele	Finance and Facilities Committee	Training will be developed and provided to budget and finance decision makers to ensure E&G carryforward funds are used for authorized purposes. Working with other SUS institutions, F&A is developing funds use guidelines that will be posted on F&A's website.	In Progress	June-20
47	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Compliance, Ethics, and Risk will implement, at a minimum, senior management annual ethics training with a signed statement that they have taken the training, their direct reports are trained, and they are in compliance with university, SUS, and state regulations and policies.	Medium	Training & Awareness	University Compliance, Ethics, and Risk	Christina Serra	Audit and Compliance Committee	Obtain resources to support development of new annual training and certification process.	In Progress	June-20
48	Association of Governing Boards	AGB May 15, 2019 Report	In advance of meetings: Staff should arrange to discuss the agenda and materials in advance with the board chair and committee chairs to ensure the clarity and adequacy of the information provided.	Medium	Transparency & Pre-Approvals	General Counsel	Scott Cole	Nominating and Governance Committee	To be included in Board Operating Procedures 1	In Progress	July-19
49	Association of Governing Boards	AGB May 15, 2019 Report	Full disclosure: Prior to distributing materials, the president, senior legal counsel, and chief of staff along with other staff as appropriate should meet to discuss and confirm the completeness and accuracy of materials. The president should confirm in writing that to the best of his knowledge the materials disclose all relevant information, including legal issues and requirements, needed for board deliberations and action.	Medium	Transparency & Pre-Approvals	General Counsel	Scott Cole	Nominating and Governance Committee	To be included in Board Operating Procedures 1	In Progress	July-19

Board of Trustees Meeting - New Business

**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
50	Association of Governing Boards	AGB May 15, 2019 Report	Board meetings: Productive board meetings feature candid conversation, rely on adequate committee and staff reports (not too little and not too much), use a consent agenda to allow time for important discussions, avoid the addition of late or understaffed items, and are conducted in a professional manner that reinforces the image of the board as a responsible fiduciary body. Planning for board meetings should focus on agendas and how they are set, the time spent on perfunctory versus strategic issues, the quality of committee communications with the board, the scope and quality of staff presentations, the tone of member interactions, and the chair's responsibility to short-circuit irrelevant distractions. It is essential for the UCF president to recognize that engaging with the board—most especially with the board chair and committee chairs—is fundamental to a collaborative leadership structure. Delegating board governance and board priorities to other staff will ultimately weaken institution governance and a president's standing.	Low	BOT & Staff Interaction	President's Office	Grant Heston	All BOT Committees	This has been/will be addressed in several ways: 1) Reviewing the Presidential Delegation of Authority, which currently requires the board to spend significant time on "perfunctory" matters. 2) In Fall 2018, the administration required all committee agendas to be approved by committee chairs, ensuring their significant input in agenda development. This continues. 3) Develop a board "Statement of Expectations" to guide individual and collective behavior. 4) Approve Board Operating Procedures that oversee submission guidelines, deadlines, etc. 5) Interim President Seymour has weekly calls with the BOT chair, as well as monthly in-person meetings. These are in addition to unscheduled, issue-oriented calls. The president has monthly meetings with the vice chair and monthly calls with committee chairs, as well as regular meetings/calls with trustees. 6) Board workshops have been built into the 2020 BOT schedule so the president and board can have deliberate "big picture" discussions.	In Progress	Ongoing
51	Association of Governing Boards	AGB May 15, 2019 Report	Staff responsibilities to the board: Develop a concise statement of the staff's role in supporting the board's governance authority and responsibilities to include attention to the completeness and transparency of materials provided to the board.	Low	BOT & Staff Interaction	General Counsel	Scott Cole	Nominating and Governance Committee	To be included in Board Operating Procedures 1	In Progress	July-19
52	Accenture	Accenture January 17, 2019 Report	Customer Experience & Employee Satisfaction Surveys - As part of promoting a performance oriented culture, A&F would benefit from an employee satisfaction survey. These surveys could be conducted every 2-3 years at a low cost (given the value) with small, dedicated internal teams taking actions to address the survey findings.	Low	Culture, Ethics, & Governance	CFO	Dennis Crudele	Finance and Facilities Committee	The Division of Finance and the Division of Administration will consider use of periodic employee satisfaction surveys.	In Progress	June-20
53	Board of Trustees	Board of Trustees May 16, 2019 Meeting	Compliance efficiency and benchmarking metrics will be provided at the next Board of Trustees Audit and Compliance Committee meeting. An update will follow to the full board.	Low	Culture, Ethics, & Governance	University Compliance, Ethics, and Risk	Christina Serra	Audit and Compliance Committee	Preparing report for August 8, 2019 meeting.	In Progress	August-19
54	Accenture	Accenture January 17, 2019 Report	Benchmarking of A&F Services for Efficiency & Effectiveness - UCF has the opportunity to establish a new culture of performance. Benchmarking cost and quality of transaction processing areas in Finance, Procurement, HR, IT and Facilities would provide UCF with a fact based approach to staffing and performance improvement.	Low	Internal Control Redesign & Process Enhancements	CFO	Dennis Crudele	Finance and Facilities Committee	The Division of Finance and the Division of Administration will benchmark transaction processing in areas such as Finance & Accounting, Procurement, Facilities, Police, HR, and Parking. This information will be utilized to reassess staffing needs in those units.	In Progress	June-20
55	Board of Trustees	Board of Trustees March 13, 2019 Meeting	Audit and Compliance Committee to review and consider extending real time audits to all major financial commitments that are beyond budget or major changes to budgets throughout the year and provide recommendations to the full board.	Low	Monitoring Post-Transaction Activities	University Audit	Robert Taft	Audit and Compliance Committee	To be included on future committee meeting agenda	In Progress	December-19
56	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Audit will monitor changes to Florida statutes relating to whistle-blower eligibility and determination criteria and adjust university policies and internal procedures accordingly	Low	Policies & Procedures	University Audit	Robert Taft	Audit and Compliance Committee	Work with UCF General Counsel, BOG IG and other Chief Audit Executives to keep up on legal and operational issues.	In Progress	December-19
57	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Compliance, Ethics, and Risk and University Audit will, as appropriate, review and update current policies related to reporting misconduct and investigations, adding new policies as necessary.	Low	Policies & Procedures	University Compliance, Ethics, and Risk and University Audit	Christina Serra and Robert Taft	Audit and Compliance Committee	Review policies to determine updates as necessary.	In Progress	November-19
58	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Compliance, Ethics, and Risk along with University Audit will develop and deliver the following: i. UCF Employee Code of Conduct training which includes awareness of reporting options available to employees and the UCF IntegrityLine ii. Online training covering university policies on reporting misconduct and protection from retaliation and whistle-blower protections, the reporting options available to employees, and the UCF IntegrityLine	Low	Training & Awareness	University Compliance, Ethics, and Risk, University Audit, and President's Office	Christina Serra, Robert Taft, Tom Hope	Audit and Compliance Committee	On-line module and communication plan targeted for distribution in late Summer/early Fall.	In Progress	October-19
59	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Compliance, Ethics, and Risk will continue training and advertising on the UCF IntegrityLine through the online training modules and the IntegrityStar, will confirm Speak Up posters are in all employee common areas within all buildings, and Speak Up icons with hyperlinks to the IntegrityLine are on appropriate websites	Low	Training & Awareness	University Compliance, Ethics, and Risk	Christina Serra	Audit and Compliance Committee	Confirming all IntegrityLine posters and icons are posted where they should be and continue training and awareness efforts on the IntegrityLine.	In Progress	Ongoing



Board of Trustees Meeting - New Business

**Pending Recommendation List**

*Post Investigation Action Plan*

As of June 30, 2019

Item #	Summary Source	Source Detail	Recommendation	Risk Rating	Theme	Responsible Office	Responsible Person	Responsible BOT Committee	Action Plan	Status	Completion Date
60	Board of Trustees	Board of Trustees May 16, 2019 Meeting	University Audit will provide face-to-face whistle-blower determination training as requested or if retaliation activities are substantiated for a specific area of the university.	Low	Training & Awareness	University Audit	Robert Taft	Audit and Compliance Committee	Develop a PowerPoint for presentations.	In Progress	November-19
61	Bryan Cave Investigation	Bryan Cave January 17, 2019 Report	The University should consider the need for improved training and communications regarding its whistleblower program designed to increase awareness of the program and encourage employees to report known or suspected violations of law, regulation or University policy.	Low	Training & Awareness	University Compliance, Ethics, and Risk, University Audit, and President's Office	Robert Taft	Audit and Compliance Committee	On-line module and communication plan targeted for distribution in late Summer/early Fall.	In Progress	October-19
62	Board of Governors	Board of Governors January 31, 2019 Audit and Compliance Committee Meeting	Develop a policy for the BOT to verify agenda items that are supported by statute. NOTE: ***This was not a recommendation from the BOG. President Whittaker informed them that this was an action we were taking.	Low	Transparency & Pre-Approvals	General Counsel	Scott Cole	Nominating and Governance Committee	To be included in Board Operating Procedures 1	In Progress	July-19

Board of Trustees Meeting - New Business

**Completed Action Items**  
*Post Investigation Action Plan*  
 As of June 30, 2019

Item #	Source	Recommendation	Risk Ranking	Completion Date	Responsible Office
1	Accenture January 17, 2019 Report	UCF's Future State Model for A&F - We believe Models 1, 2, or 3 are feasible for UCF and there is no "best" model. However, our recommendation is for UCF to adopt the "Split Model". Under the Split Model, the VP/CFO role would oversee financial management functions and the COO role would be established for operational functions.	High	January-19	President
2	Board of Governors January 31, 2019 Audit and Compliance Committee Meeting	Execute a full and complete accounting of funds to pay back the E&G funds used. Provide BOG with complete accounting of repayment.	High	January-19	CFO
3	Board of Trustees January 24, 2019 Meeting	Adopt as board policy the permanent separation of the position of CFO and Vice President of Administration or COO. Action will also amend the Delegation of Authority to also include the position of CFO and Vice President or COO.	High	February-19	General Counsel
4	Bryan Cave January 17, 2019 Report	Finally, the University should make permanent its decision to reorganize the position of Vice President for Administration and Finance so that it no longer has simultaneous oversight of F&A and Facilities.	High	January-19	President & Board
5	Florida Auditor General January 4, 2019 Report	Document to the BOG that E&G funds misused for the TCH project and any other construction projects have been fully restored from appropriate sources.	High	January-19	CFO
6	Florida Auditor General January 4, 2019 Report	Enhance procedures to ensure that the capital outlay budgets presented to and approved by the BOT properly and accurately specify the anticipated funding sources for all capital projects.	High		
7	Public Integrity and Ethics Committee March 14, 2019 Report	Boards of Trustees should approve Operating Budgets conforming to Florida law with some delineation of authorized expenditures, subject to revision by the BOG	High		
8	Public Integrity and Ethics Committee March 14, 2019 Report	Engagement of legal counsel to certify that each budget document submitted to a Board of Trustees for approval is compliant with applicable laws and regulations	High	January-19	General Counsel
9	Board of Trustees January 24, 2019 Meeting	Strip former CFO William Merck of all remaining unpaid performance bonuses.	Medium	January-19	Human Resources
10	Board of Trustees January 24, 2019 Meeting	Suspend Whittaker's participation in the performance bonus program for two years, covering his time as provost.	Medium	February-19	Human Resources
11	Board of Trustees March 13, 2019 Meeting	Ensure that the Board has access to all reports mentioned in the investigations, especially regarding the usage of E&G funds.	Medium		
12	Board of Trustees March 21, 2019 Meeting	Terminate further payments to former President John Hitt pursuant to the university's Performance Unit Plan.	Medium	March-19	Human Resources
13	Public Integrity and Ethics Committee March 14, 2019 Report	Trustees should be trained in their constitutional and fiduciary responsibilities. (To include budgetary and financial responsibilities	Medium	May-19	President
14	AGB May 15, 2019 Report	Timely information: Board materials should be delivered to members seven to ten days in advance of meetings to provide the board with the opportunity to study materials and raise questions. Late additions should be made only in exceptional circumstances.	Low	January-19	General Counsel
15	Board of Governors January 31, 2019 Audit and Compliance Committee Meeting	Fix the reporting structure of UCF to their BOT (BOG Ref 1.001) ***This was not a recommendation - Kitson stated that our organizational chart was incorrect and part of misguided attitude and actions at UCF. This was later clarified in a letter by the President.	Low	February-19	President
16	Board of Trustees January 24, 2019 Meeting	Create a standard format for Board of Trustees agendas.	Low	January-19	General Counsel
17	Board of Trustees January 24, 2019 Meeting	Audit and Compliance Committee to review the existing whistleblower program (Integrity Line) and recommend how to update the program and educate the university community on its availability and use, and for the committee to report their recommendations to the board.	Low	May-19	University Compliance, Ethics, and Risk / University Audit
18	Board of Trustees January 24, 2019 Meeting	Adopt as board policy real time audits for all capital projects greater than \$2M; including the Audit Department's verification of the funding source as appropriate after board approval and before the project starts, spot check the funding source during the project and conduct post-project audits.	Low	January-19	University Audit
19	Board of Trustees January 24, 2019 Meeting	Adopt a standard agenda memoranda format as distributed by Chairman Marchena at last week's meeting with two modifications; (1) section titled Board's Authority for the Action citing the statutes or university regulations that enables the board to take the action and (2) the committee chair or chairman of the board must approve all agenda items before they are posted publicly.	Low	January-19	President
20	Board of Trustees March 21, 2019 Meeting	The Audit and Compliance Committee to review and provide a recommendation to the full Board whether to retain an independent third party auditor. Discussed but not passed - independent financial audit of the University's finances.	Low	May-19	University Audit

**Board of Governors Action Items***Post Investigation Action Plan*

As of June 30, 2019

Item #	Source	Recommendation	Board of Governors Action Plan	UCF Action Plan
1	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors should provide standards for operating budgets and capital outlay budgets consistent with the above recommendations to verify that the laws are faithfully executed.		
2	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors should provide clear guidance for Capital Improvement Plans including BOB 1 and BOB 2 lists to verify the legitimate and appropriate use of each form.		
3	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors should provide or identify standards for project planning that require proper project budgeting and authorizations, particularly funding authorization in budgets approved by a university Board of Trustees.		
4	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors should require Boards of Trustees regularly to review and approve E&G carryforward spending plans.		
5	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors should provide clear written guidance or opinions upon request of university staff and Boards of Trustees on all matters of regulatory significance. FAQs and training modules covering all statutory and regulatory budget and finance matters should be available to all universities. Such information should be kept current with respect to laws and regulations.		
6	Public Integrity and Ethics Committee March 14, 2019 Report	Board of Governors reports should accurately reflect plans or expenditures reported. Funds not legal encumbered should never be characterized as encumbered or expended. Funds committed from E&G carryforward accounts and not encumbered or expended should be reported as E&G carryforward available for any lawful use. Funds transferred to other university accounts but not expended should not be reported as expenditures.		
7	Public Integrity and Ethics Committee March 14, 2019 Report	To remove legal uncertainty about the use of E&G for maintenance, renovation and capital renewal: (I) the Board of Governors should abandon its \$2 million limitation on maintenance projects or clarify its statutory or regulatory basis with a legal opinion of its General Counsel or the Attorney General; and (II) The Board of Governors should consistently define "fixed capital outlay," "maintenance," "capital renewal," "deferred maintenance," "infrastructure," and related terms consistent with current law.		
8	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors should consider adopting a policy on crisis management, providing intervention and support to institutions affected by financial mismanagement.		
9	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors Inspector General should investigate significant complaints or reports of possible waste, fraud and mismanagement and submit investigative findings to the Board of Governors, the Speaker of the House and Senate President.		
10	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors should ensure that multiple whistle-blower paths are available and widely publicized to maximize opportunities for Trustees, employees, students, contractors, and taxpayers to report waste, fraud, mismanagement or other violations of governing laws.		
11	Public Integrity and Ethics Committee March 14, 2019 Report	University Audit and Compliance staff should make annual reports to the Board of Governors Inspector General summarizing their investigative activities, findings, and results.		
12	Public Integrity and Ethics Committee March 14, 2019 Report	The Board of Governors should monitor compliance activities in all institutions.		
13	Board of Trustees May 16, 2019 Meeting	The Board of Governors (BOG) has retained an external audit firm (Crowe LLP) to provide the BOG with an independent review of the business processes and internal controls relating to financial activities within the State University System. Crowe will be performing work at each SUS location. University Audit will coordinate this work as requested by the BOG and communicate the impact of any recommendations to UCF management and the Board of Trustees. Any recommendations required a response or required action by UCF will be tracked by University Audit using our audit management software.		

**ITEM: FF-1**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Legislative Budget Requests

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**Background:**

UCF can submit Legislative Budget Requests to the Florida Board of Governors for approval and consideration by the Florida Legislature and Governor. Requests submitted for consideration must align with the goals and objectives of UCF's strategic priorities and Accountability Plan.

**Issues to be Considered:**

- 1) **UCForward:** This Legislative Budget Request is designed to accelerate the university's pursuit of excellence and statewide impact. Combined with a new enrollment strategy, this \$18.4 million plan addresses three areas of excellence: 1) student affordability and success, 2) research and economic prosperity, and 3) healthcare education and delivery.
  
- 2) **UCF RESTORES:** This request seeks \$3.7 million (of which \$1.2 million is non-recurring) that will allow service to Florida citizens who have been affected by trauma. Specifically, this request will continue the UCF RESTORES innovative treatment program and allow it to develop new initiatives that address crucial mental health needs in Florida.

**Alternatives to Decision:**

Amend the Legislative Budget Requests to reflect different priorities that impact different outcomes or decline to submit Legislative Budget Requests.

**Fiscal Impact and Source of Funding:**

If approved by UCF Board of Trustees, Florida Board of Governors, the Florida Legislature and Governor, the source would be recurring and non-recurring state funds.

**Recommended Action:**

Approval of the 2020-21 Legislative Budget Requests.

**Authority for Board of Trustees Action:**

Board of Governors Regulation 1.001

Board of Governors 2020-21 Legislative Budget Request Development Policy Guidelines

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of  
Community Innovation and Education

Dennis Crudele, Interim Chief Financial Officer

Janet Owen, Vice President for Government Relations

**Supporting Documentation:**

Attachment A: UCF's 2020-21 *UCForward* Legislative Budget Request

Attachment B: UCF's 2020-21 UCF RESTORES Legislative Budget Request

**Facilitators/Presenters:**

Thad Seymour, Jr., Interim President

Attachment A

**State University System  
Florida Board of Governors  
2020-2021 Legislative Budget Request Instructions  
Forms I and II**

The main objective of Form I and Form II is to align budget issues and dollar values with the goals and objectives of the strategic priorities and the 2019 University Accountability Plan established by each university.

For FY 2020-2021, each university should submit one Form I and Form II for each university-unique budget issue and/or any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box "Shared Services/System-Wide Issue".

For unique issues identified by a university, please check the box "Unique Issue for FY 2020-2021".

**Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and accountability plan established by each university.**

**State University System  
Education and General  
2020-2021 Legislative Budget Request  
Form I**

<b>University(s):</b>	<b>University of Central Florida</b>
<b>Issue Title:</b>	<b>UCForward</b>
<b>Recurring Funds Requested:</b>	<b>\$18.4M</b>
<b>Non-Recurring Funds Requested:</b>	<b>\$0</b>
<b>Total Funds Requested:</b>	<b>\$18.4M</b>
<b>Please check the issue type below:</b>	
<b>Shared Services/System-Wide Issue for Fiscal Year 2020-2021</b>	<input type="checkbox"/>
<b>Unique Issue for Fiscal Year 2020-2021</b>	<input checked="" type="checkbox"/>

**I. Description** – 1. Describe the service or program to be provided and how this issue aligns with the goals and objectives of the strategic priorities and the 2018 University Accountability Plan established by your institution (include whether this is a new or expanded service/program). If expanded, what has been accomplished with the current service/program? 2. Describe any projected impact on academic programs, student enrollments, and student services.

For much of the past 25 years, the University of Central Florida has focused on meeting student demand from the Orlando region, one of the fastest-growing areas of the country. This has resulted in UCF becoming one of the largest and most diverse universities in the United States: nearly half of our students are minorities, and almost 25 percent are the first in their families to attend college.

Earlier this year, UCF received the federal designation as a Hispanic-Serving Institution. UCF also is ranked second nationally among public *and* private institutions for the number of bachelor's degrees it awards to African American and Hispanic students.

UCF is known for, and serves Florida, by providing access to a college education. But we also know that providing access, without being excellent, does not help our students or the state.

That's why the university has developed a plan called **UCForward**, designed to accelerate the university's pursuit of excellence and statewide impact. Combined with a new enrollment strategy, this plan addresses three areas of excellence: 1) student affordability and success, 2) research and economic prosperity, and 3) healthcare education and delivery.

2020-2021 LBR

**UCForward** also will complement the university's long-term enrollment strategy, to take effect in 2020, **that holds size steady and focuses on student retention and academic success.** This enrollment plan will define a 10-year enrollment strategy that supports student and faculty success, meets regional needs, and aligns with state goals to further UCF's pursuit of excellence.

**UCForward** will be powered by the same innovative approach that has led *U.S. News & World Report* to rank us as one of the nation's "most innovative" schools for the second year in a row. UCF is the only Florida university in the top 25.

The plan will augment ongoing, strategic investments in excellence that have seen UCF improve or hold steady this year in 20 of the 24 performance-based and preeminence metrics – a testament to our academic enterprise and commitment to excellence.

**Specifically, UCF requests \$18.4 million in recurring resources for UCForward to:**

- 1) **Improve student affordability and success:** Increase graduation rates, shorten average time to degree, and lower the student-to-faculty ratio. These improvements will lead to reduced costs for students and more efficiency for UCF while, at the same time, ensuring our students are best prepared for high-paying jobs upon graduation.
- 2) **Grow research and economic prosperity:** Enhance UCF's existing research and industry partnerships in key areas for the state, including: space exploration, sustainable energy, cyber security, optics and photonics, modeling and simulation, and sustainable coastal systems.
- 3) **Build a 21<sup>st</sup>-century healthcare ecosystem:** Complete the vision for an interdisciplinary Academic Health Sciences Center (AHSC) to attract the nation's top health care researchers and serve as a lab for piloting new models of clinical education and health care delivery, located in Lake Nona's nationally recognized Medical City.

<b>UCForward</b>	
<b>90 faculty members</b>	\$12.9 million
<b>40 academic advisors</b>	\$2.5 million
<b>High-impact practice stipends</b>	\$2 million
<b>AHSC research and partnership support</b>	\$1 million
<b>Total</b>	<b>\$18.4 million</b>

These funds will target strategic areas of opportunity to further enhance UCF's pursuit of academic and research excellence and drive substantial gains in student success.

Additional evidence of UCF's commitment to excellence include:

- Providing the most graduates to the aerospace and defense industries for the fourth consecutive year



- Leading the state in National Merit Scholars enrolled, ranking 13<sup>th</sup> among U.S. public universities
- Ranking No. 4 in the world for hospitality management thanks to UCF's Rosen College of Hospitality Management
- Being among the state's top schools for the percentage of bachelor's graduates who are employed – more than 80 percent report they are in jobs related to their field of study
- Increasing average GPA and SAT scores of incoming freshmen to 4.1 and 1326, respectively, in Fall 2018
- Setting a UCF-record \$186 million research expenditures (projected for fiscal year 2019)
- Increasing the freshman retention rate to a UCF-record 90.4% as of June 2019

#### **A. Improve student affordability and success**

Students are attracted to UCF because of its outstanding quality, diversity of academic programs and experiences, and strong partnerships with industry in the nation's fastest-growing job market. UCF students have access to more than 220 degree programs and more than 650 student clubs and organizations. At UCF, we like to say that whatever your interest, you will find "your perfect fit" in activities, academics, and engagement. About 40% of UCF students are Pell-eligible, and about half work at least 20 hours a week.

As UCF continues to set its own institutional records for student success, our focus remains on ensuring a more-affordable, high-quality degree for Florida's students. Last year's average cost to the student was UCF's lowest in five years, thanks to additional institutional aid, including a record amount raised for first-generation scholarships, and a lower credit hour average. Now, UCF is focused on increasing four-year graduation rates, shortening the time to degree, and best equipping students for the workforce. Doing so involves investments in: 1) advising, 2) high-impact practices, and 3) faculty engagement.

While nearly 46% of UCF students graduate in four years (an improvement of 32% over the past decade), our data show that another 11% graduate in just one extra semester. If those students graduated *one semester earlier*, UCF's four-year graduation rate would immediately rise to 56.7%, less than 5% away from our target.

**Robust academic advising** helps our students make the best decisions about their academic progression and plan of study. UCF intends to increase its professional advising ranks by 60 full-time advisors. The university is redirecting internal funds to support 20 new lines, and, through this request, is asking for the additional 40 lines. The current advising ratio is 727 students to 1 advisor. Based on national benchmarking data from NACADA, large institutions had a median ratio of 600:1. Public doctoral institutions had a ratio of 285:1. The combined hiring campaign of 60 advisors would reduce UCF's ratio to 423:1 – a meaningful reduction that would help target students graduating in more than four years.

These additional professional advisors would capitalize on recent financial investments the university has made in technology, using data to predict and better personalize students' experiences. These new systems include faculty-facing, advisor-facing, and student-facing degree planning and predictive case management models designed to significantly increase UCF's four-year graduation rate and shorten time to degree.

**Expanding high-impact practices** will enhance undergraduate learning and practical work experience as a complement to students' academic experience, helping to propel baccalaureate degree earners into higher-paying careers, and enhancing their competitiveness for success. High-impact practices range from co-ops and internships to experiential learning and undergraduate research. Many of UCF's academic programs require high-impact practices as a prerequisite to graduation, and the university is exploring efforts to make this requirement institution-wide. The \$2 million strategically targeted stipends will benefit students in the classroom and in the workforce.

**Hiring 90 more faculty members** will ensure UCF meets *and exceeds* its institutional strategic plan goal of 1,200 tenured and tenure-track faculty members by 2021. Last fall, the university increased its tenured and tenure-track faculty members to 1,085 as part of a multi-year institutional effort to grow tenured and tenure-track faculty by 50%. Recent investments have already added 230 new faculty members since fall 2014. This year's expected hires, plus the 90 new lines requested, will guarantee UCF exceeds its strategic goal.

These additional faculty will have a positive impact on multiple measures of student success, specifically by expanding student-faculty engagement. UCF's current faculty ratio is 30:1 – reduced from an all-time high of 32:1 in the early 2010s. This reduction was driven by UCF's recent investments in new faculty lines. Investing in another 90 lines would lower UCF's ratio to a *projected 28:1*. Increasing the number of faculty enhances the student experience by providing more opportunities for quality student-faculty engagement. More faculty also allows us to offer additional class sections, particularly for high-demand courses, and helps lower students' time to degree, which in turn impacts the cost to students.

## **B. Grow research and economic prosperity**

As Orlando's only public research university, UCF is the academic research leader for Central Florida. The university has achieved more than \$1 billion in external research grants during the past decade and continues to be one of 94 public institutions in the nation designated as an "R1: Doctoral University: Very high research activity" among Carnegie Classifications. UCF also ranks among the nation's top 50 public research universities in the Top American Research Universities Annual Report. This year, UCF is poised to break its previous research record, with a projected \$186 million in awards.

**UCF faculty drive Central Florida's research enterprise**, both in their laboratories and through partnerships with industry, advancing economic development through translational research. And they play a critical role in *UCForward* and our pursuit of excellence. Many of the additional 90 faculty lines included in this request will help enhance UCF's existing research strengths and industry partnerships in key areas for the state, including: space exploration, sustainable energy, cyber security, modeling and simulation, optics and photonics, and sustainable coastal systems. These new faculty lines also will help UCF reach its institutional strategic plan's goal of \$250 million in research funding by 2021.

In 2015, the university launched a faculty cluster initiative that brought together cross-disciplinary teams focused on solving scientific and societal challenges through teaching

and research, in areas ranging from cyber security to renewable energy. Each of the nine clusters has faculty hiring plans to nationally recruit top-quality researchers, who would bring with them funding, labs, post-doctoral appointees, and other opportunities.

This past year, the Sustainable Coastal Systems cluster led to the formation of the National Center for Integrated Coastal Research, which aims to find sustainable solutions to challenges facing coastal communities as a state and national leader in applied research.

### **C. Build a 21<sup>st</sup>-century healthcare ecosystem**

UCF has established an Academic Health Sciences Center (AHSC) at its Lake Nona Health Sciences campus, bringing together medicine and multiple health care disciplines to enable multidisciplinary education, research, and clinical training in an integrated health care ecosystem.

UCF took the first step in building the AHSC effective July 1, 2018, by reorganizing health care-related programs and units into a new administrative and governance structure. The new UCF AHSC includes the College of Medicine, College of Nursing, a new College of Health Professions and Sciences, UCF Health, and Student Health Services.

**Hiring faculty** included in the 90 new lines, supported by this request, will strengthen the rich educational experience for all of UCF's students in health-related disciplines, where they will learn to work in interdisciplinary teams from faculty in a variety of health disciplines. Faculty also will engage in interdisciplinary research, which is favored by the National Institutes of Health and other funders, fueling UCF's and Florida's research enterprise. And these additional hires will further reduce UCF's student-to-faculty ratio in related courses.

**Research and partnership support** will help provide broader access to clinical learning and research in the surrounding health care ecosystem, including other Lake Nona Medical City clinical facilities such as the Orlando VA Medical Center and Nemours Children's Hospital. It also will build upon the previous investments in the UCF College of Medicine, Lake Nona Medical City, and the university hospital in Lake Nona, accelerating biomedical research and advancing the next generation of health professionals. Another benefit of the AHSC's integration and related partnership support will be the creation of greater efficiencies and optimized use of resources through common teaching or use of facilities.

The AHSC, with its interdisciplinary campus, emerging research and clinical facilities, and partnerships will attract the nation's top health care researchers and serve as a lab for piloting new models of clinical education and health care delivery, furthering UCF's goal to be a preeminent research university and Central Florida's goal to be a global health care destination. This will in turn greatly enhance UCF's education of the next generation of leaders in patient care, biomedical science and practice research, and disease prevention.

**II. Return on Investment** - *Describe the outcome(s) anticipated, dashboard indicator(s) to be improved, or return on investment. Be specific. For example, if this issue focuses on improving retention rates, indicate the current retention rate and the expected increase in the retention rate.*

*Similarly, if the issue focuses on expanding access to academic programs or student services, indicate the current and expected outcomes.*

Through its annual Accountability Plan and institutional strategic plan implemented in 2016, UCF already has a robust tracking system on progress toward its goals, using institutional data alongside statewide and national benchmarks. This \$18.4 million request for additional faculty, academic advisors, high-impact practice stipends, and research and partnership support for the AHSC will accelerate **UCForward** in its pursuit of excellence.

The return on investment (ROI) for the requested funds will be measured by progress toward the objectives and key performance targets set forth in the university's Collective Impact Strategic Plan (<https://www.ucf.edu/strategic-plan/>). These investments will result in further improvements to the Accountability Plan priority metrics of increasing student success, strengthening our faculty and staff, and increasing our research impact by 2025.

#### **A. Improve student affordability and success**

Hiring additional academic advisors and faculty will allow UCF to exceed the positive trajectory already planned in the Accountability Plan for student success metrics including four-year graduation rate, academic progress rate, and excess hours rate. In turn, this also will have a positive impact on the average cost to the student, ensuring UCF's continued affordability and high-quality education.

Additionally, by focusing our efforts to help the approximately 700 students who take *one extra semester* beyond four years to graduate, these students would each save about \$11,067, totaling about \$7.7 million in annual cost of attendance savings.

The focus on high-impact practices will benefit the metrics associated with alumni success, including percent of bachelor's graduates enrolled or employed and median wages of bachelor's graduates employed full-time.

Metric	History	Current	Trend	Trend with Investment
<b>Four-year Graduation Rate</b>	40.4% 2010-14	45.7% 2014-18	50.7% 2018-22	55.0% 2018-22
<b>Academic Progress Rate</b>	85.0% 2013-14	88.7% 2017-18	90.2% 2021-22	91.3% 2021-22
<b>Excess Hours Rate</b>	66.9% 2013-14	77.8% 2017-18	79.4% 2021-22	82.0% 2021-22

#### **B. Grow research and economic prosperity**

Faculty hires related to research of strategic statewide importance will benefit key measures of success, including research expenditures and number of post-doctoral appointees. Benchmarks for these metrics are included in the university's Accountability Plan and additional investments will result in greater outcomes.

Grant proposals from UCF's nine faculty clusters and other interdisciplinary teams resulted in \$81.1 million last year. Another \$11.26 million in grant funding came from 66 faculty members who went after grants for the first time as principal investigators – showing the value of recruiting highly talented researchers into strategic areas.

Metric	History	Current	Trend	Trend with Investment
<b>Science and Engineering Research Expenditures (in millions)</b>	\$143 2013-14	\$176 2017-18	\$210 2021-22	\$240 2021-22
<b>Post-doctoral Appointees</b>	53 Fall 2013	94 Fall 2017	129 Fall 2021	225 Fall 2021

### C. Build a 21<sup>st</sup>-century health care ecosystem

Faculty hires and research and partnership support associated with the AHSC will help drive increases in key metrics of UCF's AHSC success, including the number of residents who are part of the UCF AHSC and the Lake Nona Health Sciences campus and undergraduate, graduate, and other students who are participating in Interprofessional Education (IPE); the amount of funding in interdisciplinary research projects; and the number of clinical, education, and research partnerships established. As the AHSC develops, other specific measurable impacts will be tracked toward academic excellence, research, health care delivery and partnerships, and student success.

**III. Facilities** (If this issue requires an expansion or construction of a facility, please complete the following table.):

	Facility Project Title	Fiscal Year	Amount Requested	Priority Number
1.				
2.				

**2020-2021 Legislative Budget Request  
Education and General  
Position and Fiscal Summary  
Operating Budget Form II  
(to be completed for each issue)**

**University:** University of Central Florida  
**Issue Title:** UCForward

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
<u>Positions</u>			
Faculty	90.00	0.00	90.00
Other (A&P/USPS)	40.00	0.00	40.00
	-----	-----	-----
Total	130.00	0.00	130.00
	=====	=====	=====
<u>Salary Rate (for all positions noted above)</u>			
Faculty	\$9,900,000	\$0	\$9,900,000
Other (A&P/USPS)	\$1,800,000	\$0	\$1,800,000
	-----	-----	-----
Total	\$11,700,000	\$0	\$11,700,000
	=====	=====	=====
Salaries and Benefits	\$15,400,000	\$0	\$15,400,000
Other Personal Services	\$2,000,000	\$0	\$2,000,000
Expenses	\$1,000,000	\$0	\$1,000,000
Operating Capital Outlay	\$0	\$0	\$0
Electronic Data Processing	\$0	\$0	\$0
Special Category (Specific)	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	-----	-----	-----
Total All Categories	\$18,400,000	\$0	\$18,400,000
	=====	=====	=====

Attachment B

**State University System  
Florida Board of Governors  
2020-2021 Legislative Budget Request Instructions  
Forms I and II**

The main objective of Form I and Form II is to align budget issues and dollar values with the goals and objectives of the strategic priorities and the 2019 University Accountability Plan established by each university.

For FY 2020-2021, each university should submit one Form I and Form II for each university-unique budget issue and/or any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box "Shared Services/System-Wide Issue".

For unique issues identified by a university, please check the box "Unique Issue for FY 2020-2021".

**Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and accountability plan established by each university.**

**State University System  
Education and General  
2020-2021 Legislative Budget Request  
Form I**

<b>University(s):</b>	<b>University of Central Florida</b>
<b>Issue Title:</b>	<b>UCF RESTORES</b>
<b>Recurring Funds Requested:</b>	<b>\$2,584,500</b>
<b>Non-Recurring Funds Requested:</b>	<b>\$1,200,000</b>
<b>Total Funds Requested:</b>	<b>\$3,784,500</b>
<b>Please check the issue type below:</b>	
<b>Shared Services/System-Wide Issue for Fiscal Year 2020-2021</b>	<input type="checkbox"/>
<b>Unique Issue for Fiscal Year 2020-2021</b>	<input checked="" type="checkbox"/>

**I. Description** - 1. Describe the service or program to be provided and how this issue aligns with the goals and objectives of the strategic priorities and the 2018 University Accountability Plan established by your institution (include whether this is a new or expanded service/program). If expanded, what has been accomplished with the current service/program? 2. Describe any projected impact on academic programs, student enrollments, and student services.

***Background and Services to Date:***

UCF RESTORES provides treatment and resiliency services at no cost to Florida's veterans, active duty personnel, first responders, and survivors of sexual assault, mass shootings or natural disasters.

**Treatment Services:** Our innovative three-week intensive outpatient treatment program, where participants are treated three times per day, five days per week, is the only program of its kind in the country. The program includes the use of virtual reality (sights, sounds, and smells) to enhance the effects of the therapy and we have seen remarkable success.

To date, we have treated 500 veterans/active duty personnel, 215 first responders (law enforcement, firefighters, emergency medical technicians/paramedics, and emergency dispatchers), sexual assault survivors, as well as Florida residents who are survivors of the Pulse nightclub, Las Vegas and Parkland mass shootings. Using the same "success" criteria as the United States Department of Veterans Affairs (VA), 67% of veterans and 77% of first responders no longer meet diagnostic criteria for posttraumatic stress disorder (PTSD) after three weeks of treatment and they maintain their treatment gains six months later (with no further treatment). These results are superior to first-line treatment outcomes at the VA - where outcomes range from 31-42% no longer having a diagnosis.

2020-2021 LBR



In 2018, the University of Central Florida program's success led to a request to open a clinic in Brevard County, because of the large number of veterans who reside in that county. This clinic opened in October 2018 and in its first 10 months, we have provided 295 therapy sessions to veterans and first responders from Brevard county at no cost.

**Resiliency Services:** Our very popular peer support trainings continue as well, and to date we have provided this training (at no cost) to over 75 police/fire/sheriff departments throughout the state of Florida, training well over two hundred peer supporters.

Additionally, on October 1, 2018, the Workers' Compensation Benefits for First Responders law for PTSD went into effect. That bill included a statement that every first responder had to receive one hour of training in identification, mitigation, and treatment of posttraumatic stress disorder. After receiving numerous calls from first responder agencies throughout the state, requesting that UCF RESTORES help them fulfill this requirement, we developed two one-hour online training videos (one for firefighter/EMS and one for law enforcement) that have been distributed (at no cost) to over 300 agencies and viewed by approximately 2,000 first responders.

As illustrated, RESTORES is well-aligned with the university's strategic plan. UCF has challenged its faculty to create partnerships that allow them to make a distinctive impact on the community. We have developed several distinctive partnerships, including our partnerships with the Florida Firefighters Safety and Health Collaborative and the National Police Foundation's Center for Mass Violence Response Studies. We also provide opportunities for undergraduate and graduate training with several unique populations.

**2021 Request:** The University of Central Florida seeks \$3,784,500 that will allow us to continue to serve citizens of Florida who have been affected by trauma. Specifically, our request is to continue our innovative treatment program and develop new initiatives that address two crucial mental health needs in our state:

- The lack of adequately trained, trauma-informed clinicians who can effectively treat survivors of trauma.
- The need for efficacious, evidenced-based strategies for suicide prevention.

<b>Initiative</b>	<b>Recurring</b>	<b>Non-recurring</b>	<b>Total</b>
UCF RESTORES Treatment Program	\$850,000		\$850,000
State-wide network of trauma-informed clinicians	\$834,500		\$834,500
On-line Suicide Prevention Curriculum	\$100,000	\$200,000	\$300,000
Red Line Rescue, Blue Line Rescue and Front Line (Veteran) Rescue apps	\$200,000	\$300,000	\$500,000
Peer support training for first responders and the LGBTQ+ community	\$300,000		\$300,000
Establishment of a Behavioral Health Command Center	\$300,000	\$700,000	\$1,000,000
<b>Total</b>	<b>\$2,584,500</b>	<b>\$1,200,000</b>	<b>\$3,784,500</b>

2020-2021 LBR

**A. Continued operation of the UCF RESTORES treatment program at current locations, \$850,000**

In the last year alone, we completed over 3,300 patient appointments at our two treatment clinics (at no cost to participants). This request is to cover services at our Orlando and Brevard Clinics. It includes salaries and fringe benefits for five master's level therapists, one care coordinator, two receptionists/medical records specialists, four graduate students (who assist in providing treatment), one business specialist, one program manager, two outreach personnel, and housing costs for veterans and first responders who live outside the greater Orlando area and attend our 21-day intensive outpatient program. It also includes all operational costs for the clinic, including electronic health record costs, maintenance of computers, printers, virtual reality equipment, and consumable supplies, such as diagnostic assessment materials, patient workbooks needed for treatment sessions, copy paper, telephone, etc. The request will allow the clinics to continue to function for another year.

**B. Develop a state-wide network of culturally competent, trauma-informed clinicians to treat PTSD, \$834,500**

We cannot begin to count the number of times that we have heard from first responders that they were "fired" by their therapist or had to console the therapist because of the horrific nature of the traumas that they describe. We need to train clinicians who are competent and capable of providing the needed services.

\$600,000 will be used to provide scholarships (three to each of the 67 counties in Florida) to licensed master's level clinicians who wish to complete our nine credit graduate certificate in Trauma and Trauma Treatment ( $\$328/\text{credit} \times 9 \text{ credits} \times 201 \text{ clinicians} = \$594,000 + \$6,000$  in administrative fees for the continuing education office and for a member of the UCF RESTORES faculty to serve as course instructor), ensuring that trauma-informed clinicians are available in each county to provide treatment to victims of trauma. In return for accepting the scholarship, each therapist will agree to treat nine individuals who have experienced trauma (one individual for each graduate credit earned) at no cost.

In addition to knowing evidence-based practices for the treatment of PTSD, clinicians need to understand the culture of veterans and first responders. Accordingly, we will use \$234,500 to leverage the highly popular and successful clinician awareness program currently sponsored by the Florida Firefighters Safety and Health Collaborative (our partner on various initiatives). The costs of providing one two-day course in firefighter culture to 40 master's level clinicians is \$3,500, which includes \$1,635 for three instructors, \$720 working lunch, and \$1,145 for course logistics. The specific breakdown includes three instructors at an average cost of \$545, each which covers the cost of fuel, lodging, and food for two days. The two days of working lunch of \$720 covers up to 40 students at an average expense of \$9 per student/day. The working lunch utilizes both large and small groups focused on sensitive issues facing first responders and group sharing experiences. The course logistics of \$1,145 includes advertising, gear rental, classroom rental, printed flyers, printing and binding for course materials, and feedback evaluations.

In each county, we will assess the need for training in first responder culture or military culture and provide the most appropriate training program.

As indicated, this request addresses the need for Florida's clinicians to deliver evidence-based interventions to Florida's citizens. In addition, it addresses the need for efficacious treatment services to be available in order to prevent completion of suicides, such as the deaths that occurred after Parkland, the increased rate of suicide in the Florida Panhandle in the aftermath of Hurricane Michael, and the high rates of suicide among veterans and first responders.

**C. *Develop an online suicide prevention curriculum for populations at risk, \$300,000 (\$100K recurring + \$200K non-recurring)***

Twenty-two veterans per day commit suicide. More first responders complete suicide than die in the line of duty. Additionally, in 2019, 11 Florida first responders committed suicide, as well as two teens from Marjory Stoneman Douglas High School. In addition, there are reports of a significant increase in completed suicide in the Panhandle as a result of the continuing challenges following Hurricane Michael.

David Rozek, Ph.D., will be joining the faculty of UCF RESTORES in January 2020. His specialty is suicide and PTSD. We are requesting funding for two initiatives. First, as noted in the background section of this request, in October 2018, we produced one-hour training videos on education, mitigation, and treatment of PTSD (so that agencies could be consistent with the new Workers' Compensation Benefits for First Responders law). To address the issue of suicide prevention, we are requesting funding to produce similar videos on suicide education, prevention, and treatment. We would do four versions for four communities in Florida that are at risk: adolescents, first responders, veterans, and the LGBTQ+ community. The length and content of these videos will vary depending upon the population, but the message will be consistent: to reach those who are contemplating suicide and to equip others to ask the difficult questions and know what to do with the answers. The videos will be distributed at no cost to agencies.

This request directly addresses the priority of suicide prevention for vulnerable populations.

**D. *Build, deploy, and maintain the Red Line Rescue, Blue Line Rescue and Front Line (Veteran) Rescue apps, \$500,000 (\$200K recurring + \$300K non-recurring)***

Red Line Rescue currently exists as a prototype and is a collaboration between the Florida Firefighters Safety and Health Collaborative and UCF RESTORES. Its purpose is to link firefighters/EMTs who are in distress and/or suicidal with a fellow firefighter who is trained in peer support. It will also allow the firefighter to find a therapist who is culturally competent and trained in the provision of evidence-based trauma treatments.

In addition to the programming, coding, and digital art needed to produce an actual app, there will be a need for clinicians to design the questions for the app to determine the scope of the problem (e.g., substance abuse, PTSD, suicide) and more important, vet/train the peer support personnel and clinicians who will be matched through the app. Having a well-trained therapist, who is also trained in

first responder or veteran culture, is crucial. When these individuals finally break through the stigma and ask for help, more damage is done if the therapist is well-meaning but ill-informed and ill-equipped. Once Red Line Rescue is online, the back end and engine will be able to be easily converted to Blue Line Rescue (police) and Front-Line Rescue (vets).

This initiative addresses the critical need of suicide prevention through the online provision of peer supporters and the identification of culturally competent, trauma-informed therapists. If the first therapist that a first responder encounters is not prepared to deal with their level of trauma and “fires them”, the likelihood that they will seek out another therapist decreases rapidly.

***E. Peer support training for first responders and the LGBTQ+ community, \$300,000***

Also as noted above, we have provided a peer support training program for first responders and have trained at least two hundred first responders to work in this vital role. Data from peer support programs indicate that individuals in distress who interact with a trained peer supporter report increased acceptance of assistance and openness to therapy, and increased hope as a result of that interaction. Our training program is unique in that it provides opportunities for potential peer supporters to practice their communication skills in a small group setting with a clinician who can provide corrective feedback about their interactions. To date, we have provided these trainings at no cost, but we will not be able to do so without additional funding.

We are currently scheduling peer support trainings for first responders six months in advance. Many agencies making requests are at some distance from UCF (South Florida and the Panhandle) and are asking us for 2-3 days of training, so that they can train a substantial number of their personnel. Currently, we do not have funding to do this type of training or to cover travel costs. In addition, members of the LGBTQ+ community have approached us about adapting this training for their needs. We are requesting \$300,000 to hire a program coordinator to support the myriad of requests that we receive; provide 30 two-day peer support trainings throughout the state of Florida for first responders (this includes travel, lodging, and per diem), and to develop, provide, and evaluate five peer support trainings for the LGBTQ+ community. This request also includes the hiring of a consultant to assist with making sure that the LGBTQ+ training is culturally competent.

This request directly addresses the need for actions to decrease and prevent suicide.

***F. Establishment of a Behavioral Health Command Center to respond to mass violence and natural disasters and to prevent suicide contagion, \$1 Million (\$300K recurring + \$700K non-recurring)***

We have heard from both first responders and families of victims/survivors of mass violence that the first few days after a mass shooting is complete is chaos from the behavioral health perspective. There is no coordination of providers who show up to the scene offering their services and there is no vetting of clinicians who claim that they can treat trauma. In the case of Parkland, for example, we have heard from families that therapists “showed up once, heard my child’s story,

promised to come back and then never did.” In addition, well-meaning but untrained therapists provide treatment that is inappropriate to the needs of the individuals in the days after the trauma. This is an extreme disservice to people in extreme emotional distress at the time of their greatest need. We can do better. We believe that setting up a state-funded Behavioral Health Command Center that could respond immediately to events of mass violence (such as school shootings), natural disasters (such as Hurricane Michael), or even the case of a high-profile suicide (to protect from suicide contagion) would be of great benefit to the citizens of the state.

The purpose of the mobile command center would be to coordinate with the general command center to focus on funneling mental health needs to a triage team. This team would be able to coordinate/direct local mental health professionals who just “show up” to “help”, provide psychological first aid (the only evidence-based intervention that should be provided in the immediate aftermath of such an event), and to make sure that the most serious reactions are sent for short-term crisis intervention. Additionally, and most importantly, in the week that follows, UCF clinicians who are working out of the center could provide training workshops to teach local clinicians short-term psychological interventions that would deal with the vast majority of emotional reactions to these types of events (that is, not everyone develops PTSD). Finally, for those individuals who need longer-term services, and for where the need for PTSD treatment including enhancements such as virtual reality is appropriate, the unit could be used to train local clinicians in how to deliver these treatments effectively.

If we had such a unit after Hurricane Michael or Parkland, for example, a behavioral health response would have been as follows:

- After a call from the command center, arrive on the site and begin quickly vetting appropriateness of potential health providers and assigning them tasks, and triaging affected citizens to provide the needed level of psychological support.
- Provide training in psychological first aid to local clinicians.
- Finding clinicians already trained in evidence-based interventions and making sure that they were available to provide needed interventions and provide further training as necessary.

This request is broken down as follows: \$500,000 for the purchase of a basic mobile command center; \$200,000 for modifications to suit the needs of a behavioral health center; and \$300,000 for personnel (professional driver hired to drive the unit, travel costs for driver, UCF personnel on site, hiring of one new staff member to coordinate logistics, fuel for the unit, storage of the unit when not in use, etc.)

## HOW UCF WILL LEVERAGE ITS APPROVED PERFORMANCE BASED FUNDING AND ACCOUNTABILITY

**II. Return on Investment** - *Describe the outcome(s) anticipated, dashboard indicator(s) to be improved, or return on investment. Be specific. For example, if this issue focuses on improving retention rates, indicate the current retention rate and the expected increase in the retention rate. Similarly, if the issue focuses on expanding access to academic programs or student services, indicate the current and expected outcomes.*

It is important to note that much of what we are requesting is not simply funding to support continuation of services (although that is part of it, and very important). Much of what we are requesting is to establish training programs to train Floridians on how to more effectively deal with the psychological health of the state population, particularly groups that are at highest risk. Thus, much of this funding is an investment in the future. Specifically, if we can train clinicians, peer supporters, and other personnel to provide evidence-based treatments to the population, we will be providing a longer-term solution to the mental health needs of the citizens of Florida. Thus, our request is to provide the funds to train the helpers rather than simply to provide services.

The requested funding is projected to impact several of UCF's performance metrics.

UCF RESTORES' response to community needs is demonstrable. We are called to assist in a variety of traumatic events throughout our community, including deploying to police or fire stations when there is a first responder suicide or "bad" event. We have worked with mass shooting victims throughout the state. We continue to be the treatment center for veterans who cannot go to or do not want to go to the VA for treatment. Graduate and undergraduate students are integrated into all aspects of the treatment program, providing them with unique educational opportunities.

With funding provided in prior years, we have produced a web-based certificate program to train master's level clinicians who want to learn how to conduct evidence-based treatment for veterans and first responders. We saw the need for this program firsthand when we were requested to deploy to Parkland after the school shooting. We heard the stories of first responders, parents, and students who were unable to find therapists who were willing to work with them. Some of those students are now at UCF and have found their way to UCF RESTORES. We anticipate that when this program is released (later this fall), that the program will generate 450 graduate SCH yearly.

Finally, in terms of return on investment, it cannot be overstated that a key outcome of RESTORES' work is to allow the state to retain its critical group of first responders by allowing them to recover from their trauma-related injuries and return to the workplace. Not only does this improve the quality of life for these heroes, it has a substantial economic impact in terms of savings from the recruitment and training of replacement personnel. It has been estimated that up to 35% of police sick-time claims are due to the consequences of stress. Similar rates have been reported for firefighters. Obviously, this results in millions of dollars in cost to the agencies. Alarming, this rate appears to be increasing yearly. Additionally, the National Labor Organization reports that 63% of first responders who leave the workplace cite stress as a key factor in their decision. Recruiting replacements is both difficult and costly. Many agencies are suffering from an inability to even identify qualified personnel. When replacements are found, it is estimated that the costs of training can approach \$20,000 per person.

In summary, providing a first-class educational opportunity, combined with helping these worthy public servants, further combined with substantial cost savings results in a tremendous outcome for our citizens.

**III. Facilities** *(If this issue requires an expansion or construction of a facility, please complete the following table.):*

	<b>Facility Project Title</b>	<b>Fiscal Year</b>	<b>Amount Requested</b>	<b>Priority Number</b>
<b>1.</b>				
<b>2.</b>				

**2020-2021 Legislative Budget Request  
Education and General  
Position and Fiscal Summary  
Operating Budget Form II  
(to be completed for each issue)**

**University:** University of Central Florida  
**Issue Title:** UCF RESTORES

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
<u>Positions</u>			
Faculty	0.00	0.00	0.00
Other (A&P/USPS)	14.00	0.00	14.00
	-----	-----	-----
Total	14.00	0.00	14.00
	=====	=====	=====
<u>Salary Rate (for all positions noted above)</u>			
Faculty	\$0	\$0	\$0
Other (A&P/USPS)	\$780,000	\$0	\$780,000
	-----	-----	-----
Total	\$780,000	\$0	\$780,000
	=====	=====	=====
Salaries and Benefits	\$1,045,000	\$0	\$1,045,000
Other Personal Services	\$293,000	\$0	\$293,000
Expenses	\$1,246,500	\$1,200,000	\$2,446,500
Operating Capital Outlay	\$0	\$0	\$0
Electronic Data Processing	\$0	\$0	\$0
Special Category (Specific)	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	-----	-----	-----
Total All Categories	\$2,584,500	\$1,200,000	\$3,784,500
	=====	=====	=====



**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Five-year Capital Improvement Plan

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**Background:**

Pursuant to 1001.74(12), 1011.40(1), and 1013.60, Florida Statutes, each year, the university must submit an updated Capital Improvement Plan (CIP) to the Board of Governors. This plan identifies projects that will be included in the three-year Public Education Capital Outlay (PECO) list, and provides information to the State Board of Education for its request for capital project funding for 2020-21.

**Issues to be Considered:**

The projects included in the CIP adhere to criteria prescribed by the Board of Governors;

**1. Remodeling/Renovation/Maintenance/Repair**

Funds will be requested from PECO pursuant to formula as required by section 1013.64(1)(a), Florida Statutes, and should not be included by the university on the CIP – this funding will be requested as the top system issue by the Board of Governors.

**2. Projects Previously Funded by the Legislature**

Projects previously funded by the Legislature, effective July 1, 2017, or later, should be listed next on the CIP; these are considered “Previously Funded”. If a university has more than one such project, priority should be given to those projects which can be most rapidly brought to completion.

**3. Capital Renewal and Stewardship of Existing Facilities**

- a) Subsystem Requests - Each board of trustees shall prioritize capital renewal and stewardship projects for individual subsystems of existing facilities which have failed or are functioning with substantial degradation in efficiency or performing at increased cost. This must be done on a line item basis.
- b) Multiple Subsystem Requests - Renovation of multiple subsystems of an existing facility may be requested only if approved pursuant to an Educational Plant Survey.
- c) Demolition - Funding for demolition of an existing facility may be requested only if approved pursuant to an Educational Plant Survey.

**4. New Facility Request**

A New Facility Request must address the following demand indicators:

- a) Will it improve the national ranking of a specific college; e.g. Music, Business, etc.?
- b) Will it allow for creation of a new academic program?
- c) Will it create both new research capability and capacity; requiring material institutional support?
- d) Will it expand current course offerings?
- e) Will it address campus-wide needs?

New Facility Requests **must also** be supported by an existing Educational Plant Survey, a business case study; and a plant Operations and Maintenance (PO&M) Budget Amendment, showing in detail how the existing operating Budget will be adjusted to address the increased

PO&M costs without additional state funds. Alternatively, identify non-state funding for the new facility.

**Alternatives to Decision:**

1. Not approve the Five-year Capital Improvement Plan.
2. Recommend changes to the Five-year Capital Improvement Plan.

**Fiscal Impact and Source of Funding:**

The renovation projects listed in the CIP include updates that should provide for operating cost efficiencies. Once submitted the Board of Governors will evaluate all universities based on the criteria above and a newly established points based system to present a request for PECO funding to the Legislature. If the State does not approve the funds requested, the University may include the same projects on next year's CIP, or, if available may request authorization to utilize E&G carryforward funds.

**Recommended Action:**

Approve the Five-year Capital Improvement Plan as presented.

**Authority for Board of Trustees Action:**

Florida Statute 1001.74

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Five-year Capital Improvement Plan

**Facilitators/Presenters:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations  
Duane Siemen, Interim Associate Vice President for Facilities

Board of Trustees Meeting - New Business

Attachment A

STATE UNIVERSITY SYSTEM  
 Five-Year Capital Improvement Plan (CIP-2) and Legislative Budget Request  
 Fiscal Years 2020-21 through 2024-25  
 CIP-2A, Summary of Projects - Revised April 15, 2019

University of Central Florida

Contact Name: [Gina Seabrook](#) Phone Number: (407) 823-5894 Email: [gina.seabrook@ucf.edu](mailto:gina.seabrook@ucf.edu)

**PECO-ELIGIBLE PROJECT REQUESTS**

Priority No	Project Title	2020-21	2021-22	2022-23	2023-24	2024-25	Academic or Other Programs to Benefit from Projects	Net Assignable Square Feet (NASF)	Gross Square Feet (GSF)	Project Cost	Project Cost Per GSF (Proj. Cost/ GSF)	Educational Plant Survey Recommended Date/Rec No.
		Year 1	Year 2	Year 3	Year 4	Year 5						
1	BIOLOGICAL SCIENCES RENOVATION (P.C.E)	\$2,163,000	\$17,304,000	\$2,163,000			Clge of Sciences	68769	116607	21,630,000	\$ 185	6/2016 Rev. 5-24-2019 No. 28
2	HOWARD PHILLIPS HALL RENOVATION (P.C.E)	\$12,400,000					Total Campus	33577	64619	12,400,000	\$ 192	6/2016 Rev. 5-24-2019 No. 26
3	COMMUNICATION AND MEDIA BUILDING RENOVATION - EXTERIOR (P.C)		\$3,300,000				Clge of CAH			3,300,000	#DIV/0!	6/2016 No. 21
<b>TOTAL</b>		<b>\$14,563,000</b>	<b>\$20,604,000</b>	<b>\$2,163,000</b>	<b>\$0</b>	<b>\$0</b>						

# Board of Trustees Meeting - New Business

STATE UNIVERSITY SYSTEM  
 Five-Year Capital Improvement Plan (CIP-2) and Legislative Budget Request  
 Fiscal Years 2020-21 through 2024-25  
 CIP-2B, Summary of Projects (Revised 04/15/2019)

**CITF PROJECT REQUESTS**

Priority No	Project Title	Year 1	Year 2	Year 3	Year 4	Year 5	Academic or Other Programs to Benefit from Projects	Net Assignable Square Feet (NASF)	Gross Square Feet (GSF)	Project Cost	Project Cost Per GSF (Proj. Cost/ GSF)	Committee Approval Date
1	John C. Hill Library Renovation Phase II	\$ 24,228,756						144,097	226,506	\$ 42,978,312	\$ 190	5/2012, rev. 5/13/2019
<b>TOTAL</b>		<b>\$ 24,228,756</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>						

**State University System of Florida CIP - 3 PROJECT DETAIL Revised April 15, 2019**University Name University of Central Florida

Page \_\_\_ of \_\_\_

Project Address: 4110 Libra Drive  
Orlando, FL 32816Project Title Biological Sciences Renovation**CIP-3 A - NARRATIVE DESCRIPTION:**

The Biological Sciences Building is a reinforced concrete and masonry five-story structure (including the sub-level basement) and was built in 1975. With the addition of the annex in 2002, its size doubled to 116,607 gross square feet. A comprehensive renovation will increase the useful life span of the building and its systems. This building houses two general-purpose classrooms with a combined seating capacity of 110 seats, and nine specialized teaching laboratories (BIO-COS) with a combined seating capacity of 300 seats. Research laboratories and research support spaces facilitate the sponsored research of 40 principal investigators and numerous graduate and undergraduate students from Biological Sciences (COS), Burnett School of Biomedical Sciences (COM) Genomics and Bioinformatics Cluster (OR-FCI), and Kinesiology and Physical Therapy (CHPS). Researchers in this building were awarded \$12.5M in sponsored-research grants in the past three years. The rest of the building contains faculty and staff offices and conference rooms.

The Department of Biology is the greatest user of the building's instructional spaces, and has the 8th largest undergraduate program on campus, with 1,871 students in Fall 2018. In addition, the department serves thousands of non-majors through its teaching of introductory biology. The department has a well-recognized graduate program which currently supports 64 graduate students. Overall, the department comprises a balanced blend of research scientists and classroom lecturers who are committed to maintaining a diverse undergraduate curriculum and a dynamic graduate program, and engaging in contemporary research. Biology faculty have successfully trained thousands of undergraduate students for a range of biology careers, including botanists, zoologists, ecologists, and health care professionals. Furthermore, the department's broad-based curriculum provides excellent preparation for post-graduate education (e.g., medical, dental, veterinary, and graduate school). Its competitive MS and PhD programs provide contemporary training in a diverse academic environment. Many state and federal agencies, colleges, universities, environmental consulting firms, and NGOs have consistently employed its students. The Biology Department would make an even greater impact on the Central Florida region with up-to-date, optimized facilities designed to support its ability to provide broad-based science education in an engaging manner.

The university contracted with the ISES Corporation to conduct a Facilities Condition Assessment (FCA) to benchmark the condition of its E&G facilities. The ISES Corporation inspected Biological Sciences May 15, 2018 and reported the building's Facility Condition Needs Index (FCNI) at 0.47 (below average condition with major renovation required). The total 10-year facility renewal for this building was identified at \$20.6M, excluding soft costs and changes to facility space layout or function. Additional renewal costs were also identified for accessibility, health, and vertical transportation. Since construction of the annex in 2002, the building now employs two different HVAC systems that distribute air through several zone variable air volume terminal units from five air handlers. The air distribution ductwork supported by all five air handlers creates a high static pressure scenario to support single-pass air, and pressurization to the lab, vivarium, and classroom and office spaces. While laboratories and the vivarium require this costly single-pass air, it is unnecessary in lecture rooms and administrative spaces. A comprehensive approach to the HVAC system that considers space use is imperative to attain UCF's code compliance and energy sustainability goals. While most of the HVAC boiler equipment was replaced in 2002, some original pumps, the deaerator, condensate receivers, and pressure reducing valves are at the end of their service life. Additionally, the exterior air handler unit, the HEPA fans, the controls, the original distribution equipment, the exhaust fans, and fume hoods need to be replaced. Interior finishes/systems renovations include replacement of original vinyl floors, epoxy floor finishes, and

carpeting; millwork; and original wooden laboratory cabinetry. While the overall electrical distribution system does have remaining service life, any 1970 equipment will reach end of life within the next nine years. Exterior lighting will also need to be replaced within the same timeframe. Recommended plumbing modernizations include: replacement of the sump pump system within the next four years, replacement of medical air equipment and vacuum systems, and replacement of sinks and countertops. Life Safety upgrades include replacement of laboratory doors, sinks and water fountains and some classroom seating to be ADA-compliant, reconfiguration of the basement stairwell including a guardrail, and an upgrade of the fire alarm system.

**SUSTAINABILITY AND LEED**

The University of Central Florida is committed to sustainability and continued reduction of natural resource consumption in new construction projects, and renovations where applicable. As energy costs and demands continue to escalate, achieving higher levels of efficiency has become increasingly important to the university's mission. Since 2007, UCF has mandated LEED certification, with most projects achieving Gold. UCF requires specific individual LEED credits that contribute to UCF's core principles including energy efficiency, water conservation, and indoor air quality for all projects. The Facilities Planning & Construction and Utilities & Energy Services departments provide oversight for all new construction and major renovation projects, and expedite the commissioning process with the latest industry standards to ensure that the university's sustainability goals are met and operational efficiency is achieved.

**Research/Laboratory**

The space classification is predominately research or laboratory type, with standard classroom and office type minimized. The project will achieve LEED Gold certification with the U.S. Green Building Council (USGBC). Energy consumption will be at least 30% less than the energy standards cited in ASHRAE 90.1-2010, and water consumption will be at least 30% less than that of a comparable building. Laboratories will have continuous variable air flow valves with air flow reset capabilities. Domestic and laboratory hot water needs shall be provided primarily by solar thermal energy. The project will utilize the district cooling loop for space cooling needs and will look at alternative measures to provide dehumidification with the classifications of lab spaces and related energy use, and all heating and reheating will be hydronic.

**EDUCATIONAL PLANT SURVEY**

The Educational Plant Survey was conducted October 6-7, 2015, approved June 2016, and revised May 24, 2019.

**CIP-3, B - PROJECT DESCRIPTION**

Facility/Space Type	Net Area (NASF)	Net to Gross Conversion	Gross Area (GSF)	Unit Cost (Cost/GSF)*	Construction Cost	Assumed Bid Date	Occupancy Date
Classrooms			0	338	0		
Teaching Labs			0	364	0		
Study			0	327	0		
Research Labs			0	433	0		
Offices			0	339	0		
Auditoriums/Exhibitions			0	378	0		
Instructional Media			0	244	0		
Gymnasiums			0	255	0		
Campus Support			0	310	0		
Totals	0		0		0		

Space Detail for Remodeling Projects			
BEFORE		AFTER	
Space Type	Net Area (NASF)	Space Type	Net Area (NASF)

\*Apply Unit Cost to total GSF based on primary space type

Remodeling/Renovation	68769	116607	16438800			
Total Construction - New & Rem./Renov.			16,438,800	Total	0	Total 0

CIP-3, C - SCHEDULE OF PROJECT COMPONENTS	ESTIMATED COSTS							Funded & In CIP
	Funded to Date	Year 1	Year 2	Year 3	Year 4	Year 5		
1. BASIC CONSTRUCTION COSTS				16,438,800			16,438,800	
a. Construction Cost (from above)				16,438,800			16,438,800	
Add'l/Extraordinary Const. Costs								
b. Environmental Impacts/Mitigation							0	
c. Site Preparation							0	
d. Landscape/Irrigation							0	
e. Plaza/Walks							0	
f. Roadway Improvements							0	
g. Parking ___ spaces							0	
h. Telecommunication							0	
i. Electrical Service							0	
j. Water Distribution							0	
k. Sanitary Sewer System							0	
l. Chilled Water System							0	
m. Storm Water System							0	
n. Energy Efficient Equipment							0	
Total Construction Costs	0	0	0	16,438,800	0	0	16,438,800	
2. OTHER PROJECT COSTS								
a. Land/existing facility acquisition							0	
b. Professional Fees			1790345				1790345	
c. Fire Marshall Fees			43260				43260	
d. Inspection Services			86087				86087	
e. Insurance Consultant							0	
f. Surveys & Tests			45000				45000	
g. Permit/Impact/Environmental Fees			80617				80617	
h. Artwork							0	
i. Moveable Furnishings & Equipment					2163000		2163000	
j. Project Contingency			117691	865200			982891	
Total - Other Project Costs	0	0	2163000	865200	2163000	0	5191200	
ALL COSTS 1+2	0	0	2,163,000	17,304,000	2,163,000	0	21,630,000	

Appropriations to Date			Project Costs Beyond CIP Period			Total Project In CIP & Beyond
Source	Fiscal Year	Amount	Source	Fiscal Year	Amount	
TOTAL		0	TOTAL		0	21,630,000

Board of Trustees Meeting - New Business

State University System of Florida CIP - 3 PROJECT DETAIL Revised April 15, 2019

University Name: University of Central Florida Page \_\_\_ of \_\_\_

Project Address: 4297 Andromeda Loop N.  
Orlando, FL 32816

Project Title: Howard Phillips Hall Renovation

**CIP-3 A - NARRATIVE DESCRIPTION:**

Howard Phillips Hall (HPH), a four-story concrete and masonry structure, was built in 1969 as one of the university's original buildings. It was partially remodeled in 1990 and 2000, but requires upgrades to its building systems as well as reconfiguration of its interior spaces. A comprehensive renovation will increase the useful life span of the building and its systems. Occupants within the building include the College of Sciences' Anthropology, Sociology, and Political Science departments; Global Perspectives; and student support services such as the Student Advising Center.

The university contracted with the ISES Corporation to conduct a Facilities Condition Assessment (FCA) to benchmark the condition of its E&G facilities. Howard Phillips Hall was inspected April 19, 2018. ISES reported the building's Facility Condition Needs Index (FCNI) at 0.34 (fair condition normal renovations required). The total 10-year facility renewal for this building was identified at \$8.7M, excluding soft costs as well as changes to facility space layout or function. Additional renewal costs were also identified for accessibility, exterior, and vertical transportation. HVAC renovations include a partial controls upgrade, replacement of compressors, distribution equipment, exhaust fans, and a condenser.

Additional renovation items include interior finishes/systems upgrades, including replacement of ceramic tile, acoustical tile, and a kitchenette. ISES recommends replacing the carpeting and vinyl flooring, door hardware, and some casework; and repainting the interior walls and hard-surface ceilings. Life Safety upgrades include comprehensive renovations to the existing second and fourth floor restrooms, installation of ADA-compliant stairwell and exterior handrails, dual-level drinking fountains, lever handle door hardware, and signage.

**SUSTAINABILITY AND LEED**

The University of Central Florida is committed to sustainability and continued reduction of natural resource consumption in new construction projects, and renovations where applicable. As energy costs and demands continue to escalate, achieving higher levels of efficiency has become increasingly important to the university's mission. Since 2007, UCF has mandated LEED certification, with most projects achieving Gold. UCF requires specific individual LEED credits that contribute to UCF's core principles including energy efficiency, water conservation, and indoor air quality for all projects. The Facilities Planning & Construction and Utilities & Energy Services departments provide oversight for all new construction and major renovation projects, and expedite the commissioning process with the latest industry standards to ensure that the university's sustainability goals are met and operational efficiency is achieved.

Classroom/Office

The space classification is predominately classroom or office type, with research or laboratory type minimized. The project will achieve Gold LEED certification from the U.S. Green Building Council (USGBC). Energy consumption will be at least 30% less than the energy standards cited in ASHRAE 90.1-2010, and water consumption will be at least 30% less than that of a comparable building. The project will utilize the district cooling loop for space cooling needs and look at alternative measures to provide dehumidification with the classifications of classroom and offices and related energy use. All heating and reheating will be hydronic.

**EDUCATIONAL PLANT SURVEY**

The Educational Plant Survey was conducted October 6-7, 2015, approved June 2016, and revised May 24, 2019.

**CIP-3, B - PROJECT DESCRIPTION**

Facility/Space	Net Area (NASF)	Net to Gross Conversion	Gross Area (GSF)	Unit Cost (Cost/GSF)*	Construction Cost	Assumed Bid Date	Occupancy Date
Classrooms	0		0	338	0		
Teaching Labs	0		0	364	0		
Study	0		0	327	0		
Research Labs	0		0	433	0		
Offices	0		0	339	0		
Auditoriums/Exhibitions	0		0	378	0		
Instructional Media	0		0	244	0		
Gymnasiums	0		0	255	0		
Campus Support	0		0	310	0		
Totals	0		0		0		

\*Apply Unit Cost to total GSF based on primary space type

Remodeling/Renovation	Space Detail for Remodeling Projects			
	BEFORE		AFTER	
	Space Type	Net Area (NASF)	Space Type	Net Area (NASF)
33577		64619		8883112
Total Construction - New & Rem./Renov.				8,883,112

**CIP-3, C - SCHEDULE OF PROJECT COMPONENTS**

	Funded to		ESTIMATED COSTS					Funded & In CIP
	Date	Year 1	Year 2	Year 3	Year 4	Year 5		
<b>1. BASIC CONSTRUCTION COSTS</b>								
a. Construction Cost (from above)				8,883,112				8,883,112
Add/Extraordinary Const. Costs								
b. Environmental Impacts/Mitigation								0
c. Site Preparation								0
d. Landscape/Irrigation								0
e. Plaza/Walks								0
f. Roadway Improvements								0
g. Parking ___ spaces								0
h. Telecommunication								0
i. Electrical Service								0
j. Water Distribution								0
k. Sanitary Sewer System								0
l. Chilled Water System								0
m. Storm Water System								0
n. Energy Efficient Equipment								0
<b>Total Construction Costs</b>		0	0	8,883,112	0	0	0	8,883,112
<b>2. OTHER PROJECT COSTS</b>								
a. Land/existing facility acquisition								0
b. Professional Fees				943069				943069
c. Fire Marshall Fees				26127				26127
d. Inspection Services				144527				144527
e. Insurance Consultant								0
f. Surveys & Tests				5330				5330
g. Permit/Impact/Environmental Fees				52499				52499
h. Artwork								0
i. Moveable Furnishings & Equipment				729120				729120
j. Project Contingency				1616216				1616216
<b>Total - Other Project Costs</b>		0	0	3516888	0	0	0	3516888
<b>ALL COSTS 1+2</b>		0	0	12,400,000	0	0	0	12,400,000

Appropriations to Date			Project Costs Beyond CIP Period			Total Project In CIP & Beyond
Source	Fiscal Year	Amount	Source	Fiscal Year	Amount	
TOTAL		0	TOTAL		0	12,400,000



# Board of Trustees Meeting - New Business

<b>State University System of Florida CIP - 3 PROJECT DETAIL Revised April 15, 2019</b>		
University Name	University of Central Florida	Page ___ of ___
Project Address:	500 W. Livingston Street Orlando, FL 32801	
Project Title	Communication and Media Building - Exterior	

**CIP-3 A - NARRATIVE DESCRIPTION:**  
 The Communication and Media Building (formerly the Orlando Expo Center and then the Center for Emerging Media) is a 130,000 GSF building that was acquired by the University of Central Florida in 2017. Constructed in 1934 and expanded in 1962, this three story masonry and steel structure primarily contains offices, meeting rooms, classrooms, media production, and exhibition and work areas for the Florida Interactive Entertainment Academy (FIEA). In 2019, the Princeton Review ranked FIEA as the fifth-best grad game design program in the world. The building also houses the Gallery 500, the EA Sports Innovation Lab, Studio 500, and various film and digital media facilities for the UCF School of Visual Art and Design. Beginning in Fall 2019, CMB also will serve as a critical academic facility supporting UCF's brand new Downtown campus, which is expected to enroll approximately 7,700 students upon opening. As an anchor for UCF Downtown, CMB will allow UCF to relocate programs that can leverage the university's existing facilities and academic strengths downtown.

This request is specifically to renovate and protect the exterior building envelope. The multi level built up roofs are in fair-to-poor condition and should be replaced in the near term, including upgrades to the falling gutters and downspouts. Although in adequate condition, the aging domed plastic skylights are also recommended for replacement with the proposed roofing upgrades. The exterior masonry and stucco facades are in poor condition, especially on the rear elevation. To improve the exterior aesthetic and restore a watertight exterior envelope, the cracked and damaged masonry/stucco must be repaired, including selective cleaning, repointing, waterproofing, caulking, and then repainting all elevations. While the newer exterior metal doors are in reasonable condition, all older metal egress and service doors are recommended for replacement. The metal framed, glass egress doors are also expected to reach the end of their typical lifecycle within the report scope. All overhead service doors are showing their age and should be upgraded. The metal framed, fixed, single pane windows and curtain walls have deteriorating reflective coatings and water penetration problems that are damaging interior finishes. This window glazing is recommended for replacement in conjunction with the proposed exterior facade improvements.

Any renovations to CMB, as part of the UCF Downtown campus, will help promote a dynamic learning environment for students in strategically-selected programs, in addition to meeting the needs of growing occupations within the region and across the state.

**SUSTAINABILITY AND LEED**

The University of Central Florida is committed to sustainability and continued reduction of natural resource consumption in new construction projects, and renovations where applicable. As energy costs and demands continue to escalate, achieving higher levels of efficiency has become increasingly important to the university's mission. Since 2007, UCF has mandated LEED certification, with most projects achieving Gold. UCF requires specific individual LEED credits that contribute to UCF's core principles including energy efficiency, water conservation, and indoor air quality for all projects. The Facilities Planning & Construction and Utilities & Energy Services departments provide oversight for all new construction and major renovation projects, and expedite the commissioning process with the latest industry standards to ensure that the university's sustainability goals are met and operational efficiency is achieved.

**Classroom/Office**

The space classification is predominately classroom or office type, with research or laboratory type minimized. The project will achieve Gold LEED certification from the U.S. Green Building Council (USGBC). Energy consumption will be at least 30% less than the energy standards cited in ASHRAE 90.1-2010, and water consumption will be at least 30% less than that of a comparable building. The project will utilize the district cooling loop for space cooling needs and look at alternative measures to provide dehumidification with the classifications of classroom and offices and related energy use. All heating and reheating will be hydronic.

**EDUCATIONAL PLANT SURVEY**

The Educational Plant Survey was conducted October 6-7, 2015 and approved June 2016.

CIP-3, B - PROJECT DESCRIPTION							
Facility/Space Type	Net Area (NASF)	Net to Conversion	Gross Area (GSF)	Unit Cost (Cost/GSF)	Construction Cost	Assumed Bid Date	Occupancy Date
Classrooms	0		338	0	0		
Teaching Labs	0		364	0	0		
Study	0		327	0	0		
Research Labs	0		433	0	0		
Offices	0		339	0	0		
Auditoriums/Exhibitions	0		378	0	0		
Instructional Media	0		244	0	0		
Gymnasiums	0		255	0	0		
Campus Support	0		310	0	0		
<b>Totals</b>	<b>0</b>		<b>0</b>		<b>0</b>		

Space Detail for Remodeling Projects					
BEFORE			AFTER		
Space Type	Net Area (NASF)		Space Type	Net Area (NASF)	
Remodeling/Renovation					2852850
<b>Total Construction - New &amp; Rem./Renov.</b>			<b>Total</b>	<b>0</b>	<b>0</b>

\*Apply Unit Cost to total GSF based on primary space type

CIP-3, C - SCHEDULE OF PROJECT COMPONENTS							
	ESTIMATED COSTS						
	Funded to Date	Year 1	Year 2	Year 3	Year 4	Year 5	Funded & In CIP
<b>1. BASIC CONSTRUCTION COSTS</b>		2,852,850					2,852,850
a. Construction Cost (from above)							
Add'l/Extraordinary Const. Costs							
b. Environmental Impacts/Mitigation							0
c. Site Preparation							0
d. Landscape/Irrigation							0
e. Plaza/Walks							0
f. Roadway Improvements							0
g. Parking spaces							0
h. Telecommunication							0
i. Electrical Service							0
j. Water Distribution							0
k. Sanitary Sewer System							0
l. Chilled Water System							0
m. Storm Water System							0
n. Energy Efficient Equipment							0
<b>Total Construction Costs</b>	<b>0</b>	<b>2,852,850</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,852,850</b>
<b>2. OTHER PROJECT COSTS</b>							
a. Land/existing facility acquisition							0
b. Professional Fees		238133					238133
c. Fire Marshall Fees		7508					7508
d. Inspection Services							0
e. Insurance Consultant							0
f. Surveys & Tests		14850					14850
g. Permit/Impact/Environmental Fees		15749					15749
h. Artwork							0
i. Moveable Furnishings & Equipment							0
j. Project Contingency		170910					170910
<b>Total - Other Project Costs</b>	<b>0</b>	<b>447150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>447150</b>
<b>ALL COSTS 1+2</b>	<b>0</b>	<b>3,300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,300,000</b>

Appropriations to Date			Project Costs Beyond CIP Period			Total Project In CIP & Beyond
Source	Fiscal Year	Amount	Source	Fiscal Year	Amount	
TOTAL		0	TOTAL		0	3,300,000

Board of Trustees Meeting - New Business

State University System of Florida CIP - 3 PROJECT DETAIL Revised April 15, 2019

University Name: University of Central Florida Page \_\_\_ of \_\_\_

Project Address: 12701 Pegasus Drive  
Orlando FL 32816

Project Title: John C. Hitt Library Renovation Phase II

**CIP-3 A - NARRATIVE DESCRIPTION:**

The John C. Hitt Library, built in 1967 when enrollment was 1,948 students, is woefully inadequate 50 years later to meet the growing needs of current and future student populations. The existing library, with a collection of over 1.2 million print volumes, is open 105 hours per week, and has a patron count of almost 1.25 million visits per year. During a typical midterm week, 41,000 people visit the library. The existing library presently has 1,903 public seats, which represents about 4.9% of the main campus FTE, and is significantly less than the minimum requirements recommended by the Association of College and Research Libraries.

The university contracted with the ISES Corporation to conduct a Facilities Condition Assessment (FCA) to benchmark the condition of its E&G facilities. The John C. Hitt Library renovation will address both critical and non-critical issues identified in the FCA. These issues encompass deficiencies such as indoor air quality, fire alarm modernization, potable water and plumbing distribution systems, electrical service, asbestos, HVAC modernization, lighting upgrades, building automation, ADA compliance, building envelope repairs, interior finishes, flooring, egress, exterior lighting, and utility service entrance upgrades. Information technology upgrades are also required in order to meet current and future requirements.

The remaining phases of the Library project consist of the build-out of the remaining ARC aisle, the full renovation of the third floor of the library, which requires the addition of a mechanical room to the first floor, and system replacements such as boilers and chilled water pumps. Future phases will renovate additional floors of the library. This project will accommodate 3,438 seats, about 8.9 of the main campus FTE.

When completed, the renovated and expanded facility will include redesigned, more efficient, and flexible interior spaces, featuring greatly increased seating in information literacy classrooms; triple the number of group study rooms; a 24/7 study area; a digital initiatives center; additional Special Collections and University Archives space; and more than twice the number of technology workstations. Additional features will include dedicated graduate study space and quiet study areas. The library will integrate advances in technology seamlessly with library services and collections.

**SUSTAINABILITY AND LEED**

The University of Central Florida is committed to sustainability and continued reduction of natural resource consumption in new construction projects, and renovations where applicable. As energy costs and demands continue to escalate, achieving higher levels of efficiency has become increasingly important to the university's mission. Since 2007, UCF has mandated LEED certification, with most projects achieving Gold. UCF requires specific individual LEED credits that contribute to UCF's core principles including energy efficiency, water conservation, and indoor air quality for all projects. The Facilities Planning & Construction and Utilities & Energy Services departments provide oversight for all new construction and major renovation projects, and expedite the commissioning process with the latest industry standards to ensure that the university's sustainability goals are met and operational efficiency is achieved.

**Classroom/Office**

The space classification is predominately open seating, group study rooms, stacks, or office type, with laboratory or research type minimized. The project will achieve Gold LEED certification from the U.S. Green Building Council (USGBC). Energy consumption will be at least 30% less than the energy standards cited in ASHRAE 90.1-2010, and water consumption will be at least 30% less than that of a comparable building. The project will utilize the district cooling loop for space cooling needs and look at alternative measures to provide dehumidification with the classifications of classroom and offices and related energy use. All heating and reheating will be hydronic.

**EDUCATIONAL PLANT SURVEY**

The Educational Plant Survey was conducted October 6-7, 2015 and approved June 2016.

**CIP-3, B - PROJECT DESCRIPTION**

Facility/Space Type	Net Area (NASF)	Net to Conversion	Gross Area (GSF)	Unit Cost (Cost/GSF)*	Construction Cost	Assumed Bid Date	Occupancy Date
Classrooms	0		338		0		
Teaching Labs	0		364		0		
Study	0		327		0		
Research Labs	0		433		0		
Offices	0		339		0		
Auditoriums/Exhibitions	0		378		0		
Instructional Media	0		244		0		
Gymnasiums	0		255		0		
Campus Support	0		310		0		
Totals	0		0		0		

\*Apply Unit Cost to total GSF based on primary space type

Space Detail for Remodeling Projects			
BEFORE		AFTER	
Space Type	Net Area (NASF)	Space Type	Net Area (NASF)
Classrooms	27274		
Library/Study	134113		
Inst. Media	15000		
Office/Comput	50119		
Remodeling/Renovation	144097		
			226506
			30029333
			30,029,333
			Total 226506
			Total 0

**CIP-3, C - SCHEDULE OF PROJECT COMPONENTS**

ESTIMATED COSTS	Funded to					Funded & In CIP
	Date	Year 1	Year 2	Year 3	Year 4	
1. BASIC CONSTRUCTION COSTS						
a. Construction Cost (from above)	15,543,436	14,485,897				30,029,333
Add/Extraordinary Const. Costs						
b. Environmental Impacts/Mitigation						0
c. Site Preparation		673900				673,900
d. Landscape/Irrigation		1600000				1,600,000
e. Plaza/Walks						0
f. Roadway Improvements						0
g. Parking _____ spaces						0
h. Telecommunication		936370				936,370
i. Electrical Service						0
j. Water Distribution						0
k. Sanitary Sewer System						0
l. Chilled Water System		168475				168,475
m. Storm Water System						0
n. Energy Efficient Equipment						0
Total Construction Costs	15,543,436	17,864,642	0	0	0	33,408,078
2. OTHER PROJECT COSTS						
a. Land/existing facility acquisition						0
b. Professional Fees	3206120	0				3206120
c. Fire Marshall Fees		84237				84237
d. Inspection Services		295790				295790
e. Insurance Consultant		18018				18018
f. Surveys & Tests		146152				146152
g. Permit/Impact/Environmental Fees		101101				101101
h. Artwork		0				0
i. Moveable Furnishings & Equipment		4121208				4121208
j. Project Contingency		1597608				1597608
Total - Other Project Costs	3206120	6364114	0	0	0	9570234
ALL COSTS 1+2	18,749,556	24,228,756	0	0	0	42,978,312

Appropriations to Date			Project Costs Beyond CIP Period		Total Project In CIP & Beyond
Source	Fiscal Year	Amount	Source	Fiscal Year	
CITF	2017-18	1710066			
CITF	2018-19	7701673			
CITF	2019-20	9337817			
TOTAL		18749556	TOTAL		0
					42,978,312

**ITEM: FF-3**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Student Transportation Services Agreement

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**Background:**

This agreement will provide student transportation services to, from, within, and in the vicinity of UCF's main campus. Service includes transportation to the Health Sciences Campus at Lake Nona, Rosen School of Hospitality Management, UCF Downtown Campus, and other locations mutually agreed upon during the term of the contract. Ridership is approximately 10,000 boardings per day, with an estimated 140,000 hours of operation per year. The awarded contractor will be responsible for all day-to-day operations, administration, and maintenance of the shuttle fleet. The bus builds and related equipment orders will be placed by the awarded contractor upon execution of the agreement. The term of the agreement for the operation and management of the student shuttle services shall be July 1, 2020 through June 30, 2030.

**Summary:**

The current agreement for student transportation services expires June 30, 2020. On October 15, 2018 Procurement Services issued an Invitation to Negotiate (ITN), a competitive procurement process to select the offer that represents the best possible value. Six submittals were received on December 17, 2018 from Academy, Escot Bus Lines, First Transit, Inc., Groome Transportation, National Express Transit, and Transdev Services. The university assigned Kris Singh, Director of Parking and Transportation Services, as decision maker (DM). The DM in turn assigned as proposal evaluators representatives from Parking and Transportation Services, Sustainability Initiatives, UCF IT, and Student Government Association (SGA). A consultant from Tim Haahs, a transportation consulting firm, was appointed as an advisor.

Upon completion of the proposal evaluations, the DM made the decision to enter into negotiations with the top four proposers: Groome Transportation, Escot Bus Lines, First Transit, and Transdev Services. The negotiation team assigned by the DM consisted of the same representatives above and the addition of UCF Trustee Walsh and a consultant from Tim Haahs. Skip Frisz, Director of Procurement for Red Lobster Seafood Company, served as an advisor. UCF Procurement Services participated in negotiations and oversaw the process.

After two rounds of negotiations, Escot Bus Services was removed from consideration due to lack of experience with fixed route transportation services, no single contract the size and scope of UCF, lack of operation in Orlando specific for UCF service, and below-market driver wages. The three remaining proposers were invited to present to the negotiations team on April 8, 2019.

Two additional rounds of negotiations were conducted, followed by requests for Best and Final Offers (BAFOs) on May 17, 2019, which were due May 22, 2019. After careful consideration of proposals, including BAFOs and consensus from the negotiation team, the DM announced his intent to award to Groome Transportation during a May 23, 2019 meeting.

Procurement Services in turn posted the Notice of Intent to Award on their departmental website and notified the proposers of the decision. In accordance with Florida Statutes, the intent to award was posted

for 72 hours to allow time for any proposers to protest the decision. Transdev, the incumbent contractor, submitted a timely Intent to Protest on May 28, 2019 and will have 10 calendar days to file a formal Notice of Protest and provide a protest bond, which will cause the university president to consider continuing the award to Groome or ceasing the award process pending the outcome of the protest. UCF General Counsel can explain the ramifications of either decision. In the meantime, Procurement Services continued to work with Groome Transportation to finalize the terms and conditions of a final Agreement in the event Transdev does not file a Notice of Protest. Transdev's "Notice" had not been received by UCF at the time of this submittal.

**Issues to be Considered:**

Approval of the 10-year contract to Groome Transportation for UCF's Student Shuttle Services. Groome Transportation provided the best overall value for this service, saving the university over \$23,780,400 through negotiations.

Groome has experience providing fixed route services to higher education institutions. The proposed cost, operations plan, and driver wages are sustainable and affordable to UCF throughout the life of the contract. Through this contract, Groome Transportation will provide a brand-new fleet of buses built specifically for UCF needs, including 45 new propane-powered Blue Bird 2 Door Buses with 36 seated passenger capacity, eight new bio-diesel-powered El Dorado Axess Low-Floor Single Door Buses with 40 seated passenger capacity, and eight Starcraft Allstar propane-powered cutaway buses. Groome is providing 10 additional buses over the current operation and what UCF requested in the ITN. The total 10-year cost to UCF is \$86,121,000.

Transdev, the incumbent contractor, has experience providing fixed route services to higher education institutions. However, their proposed cost, operations plan, and driver wages were not as beneficial to the university as Groome's, specifically regarding cost and driver wages and their notice that they would need to renegotiate costs within a year or two. Transdev's proposal included 45 Blue Bird propane-fueled 2 Door Buses with 33 seated passenger capacity, eight El Dorado bio-diesel-fueled Axess Low-Floor Single Door Buses with 40 seated passenger capacity, and six propane-fueled turtle top buses. The total 10-year cost to UCF would have been \$109,901,400 (\$23,780,400 higher than Groome's).

First Transit has experience providing fixed route services to higher education institutions. The proposed cost, operation plan, and driver wages were not as beneficial to the university as Groome's, specifically regarding cost, which was offset by higher than average driver wages. First Transit's proposal included 18 new diesel-powered El Dorado EZ II Riders, 14 used diesel-powered El Dorado EZ II Riders, 12 new diesel-powered Starcraft Allstar XL 40', seven new diesel-powered Starcraft Allstar XL 36', and nine new propane-powered Starcraft Allstar F550 vehicles. The total 10-year cost to UCF would have been \$117,021,800 (\$30,900,800 higher than Groome's).

**Alternatives to Decision:**

- (1) Deny approval of agreement, cancel ITN in its entirety, and reissue Invitation to Negotiate.
- (2) Deny approval of agreement and renegotiate terms and conditions with Groome Transportation.

**Fiscal Impact and Source of Funding:**

This contract is valued at an average cost of \$8,612,100 per year, for a total of \$86,121,000 over a 10-year period. This service is funded through the Parking Services Operations Budget (02900301). There are no restrictions on the use of these funds.

**Recommended Action:**

Approval of the 10-year Agreement to Groome Transportation.

**Authority for Board of Trustees Action:**

Delegation of Authority to the President, Items requiring specific approval of the Board, 3. Contractual obligation of more than five (5) years' duration and an aggregate net value of five million or more dollars, options, renewals, extensions, or amendments thereto, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jordan Clark.

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Dennis Crudele, Interim Chief Financial Officer

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Page from General Counsel

Attachment B: Contract Summary from Procurement Services

Attachment C: Cost Proposal Summary (based on Best and Final Offers)

Attachment D: Evaluation Summary

Attachment E: ITN Document

**Facilitators/Presenters:**

Gregory D. Robinson, Assistant Vice President, Procurement Services

Kris Singh, Director, Parking and Transportation Services

## Attachment A

## Summary of Agreement

<b>Purpose/Background</b>	Transportation services agreement to provide shuttle services to UCF students. Routes include trips to UCF Health Sciences Campus at Lake Nona, Rosen School of Hospitality Management, UCF Downtown Campus. Ridership is approximately 10,000 passenger trips per day with an estimated 140,000 hours of operations per year.			
<b>Parties</b>	UCF and Groome Transportation, Inc.			
<b>Term</b>	10 years, 2020-30 with an extension period that may not exceed 12 months or the completion of a competitive solicitation.			
<b>Obligations of UCF</b>	Financial obligations are approximately \$86 million over 10 years.			
<b>Obligations of other party</b>	Groome Transportation, Inc. shall provide shuttle services on and around UCF's various campuses and adjacent properties. The services will be provided using 61 buses (45 Blue Bird propane powered, 8 El Dorado bio-diesel powered, and 8 Starcraft propane powered buses). Groome shall be responsible for all day-to-day operations, administration, and maintenance of shuttle fleet.			
<b>Financial terms</b>	Contract Year	Hourly Rate	Annual Hours	Total Annual Cost
	Year 1	\$56.15	140,000	\$7,861,000
	Year 2	\$57.27	140,000	\$8,017,800
	Year 3	\$58.42	140,000	\$8,178,800
	Year 4	\$59.59	140,000	\$8,342,600
	Year 5	\$60.78	140,000	\$8,509,200
	Year 6	\$62.00	140,000	\$8,680,000
	Year 7	\$63.24	140,000	\$8,853,600
	Year 8	\$64.50	140,000	\$9,030,000
	Year 9	\$65.79	140,000	\$9,210,600
	Year 10	\$67.41	140,000	\$9,437,400
	<b>Total</b>			<b>\$86,121,000</b>
<b>Termination rights</b>	Yes. <ul style="list-style-type: none"> <li>• for cause after 90-day cure period</li> <li>• for breaching Florida's public record law (F.S. 119)</li> <li>• by mutual consent of the parties</li> </ul>			
<b>Additional terms</b>	An assignable option to purchase the fleet of buses.			
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/FFC-6-Shuttle-Services-Contract.pdf">https://bot.ucf.edu/files/2019/07/FFC-6-Shuttle-Services-Contract.pdf</a>			

Attachment B

ITN1802NCSA Student Transportation Services  
Requesting Board of Trustees' Approval of Contract  
Tentatively Awarded to Groome Transportation (Groome)

The current agreement for student transportation services expires June 30, 2020.

An Invitation to Negotiate (ITN) was advertised on the Procurement Services website and Florida Vendor Bid System, shared with local chambers of commerce and other organizations, and forwarded directly to 23 transportation service suppliers.

Six (6) proposals were received: Academy, Escot Bus Lines, First Transit, Inc., Groome Transportation, National Express Transit, and Transdev Services.

Proposals were evaluated by individuals from Parking and Transportation Services, Sustainability Initiatives, UCF IT, and Student Government Association. A consultant from Tim Haahs, a transportation consulting firm, was appointed as an advisor. The Decision Maker was Kris Singh, Director of Parking and Transportation Services.

After the initial evaluation, the Decision Maker decided to enter the negotiation phase with the top four (4) proposers: Groome Transportation, Escot Bus Lines, First Transit and Transdev Services.

A negotiation team was formed with the same representatives above and the addition of UCF Trustee Walsh. Skip Frisz, Director of Procurement for Red Lobster Seafood Company, served as an advisor. Negotiations were conducted for three months before a Best and Final Offer was requested and received from three proposers on May 22, 2019. Final pricing is listed below.

- Groome Transportation \$86,121,000
- Transdev \$109,901,400
- First Transit \$117,021,800

The Decision Maker, with consensus from the negotiation team, issued an intent to award the contract to Groome Transportation, which provided the best overall value for this service to the university.

Transdev, the incumbent contractor, submitted a timely Intent to Protest on May 28, 2019 and will have ten (10) calendar days to file a formal Notice of Protest and provide a protest bond, which will cause the university president to consider continuing the award to Groome or ceasing the award process pending the outcome of the protest. UCF General Counsel can explain the ramifications of either decision. In the meantime, Procurement Services has continued to work with Groome Transportation to finalize the terms and conditions of a final Agreement in the event Transdev does not file a Notice of Protest. Transdev's "Notice" had not been received by UCF at the time of this submittal.

Agreement Overview

Groome Transportation will provide student transportation services to, from, within, and in the vicinity of UCF's main campus. Service includes transportation to the Health Sciences Campus at Lake Nona, Rosen School of Hospitality Management, UCF Downtown Campus and other locations mutually agreed upon during the term of the contract. Ridership is approximately 10,000 boardings per day, with an estimated 140,000 hours of operation per year. Groome will be responsible for all day-to-day operations, administration and maintenance of the shuttle fleet.

Contract Term

Groome will begin performance of the bus builds and related equipment orders upon execution of this Agreement. The Agreement for the operation and management of student shuttle services will be for ten (10) years, effective July 01, 2020 through June 30, 2030. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer

Termination

The contract may be terminated at any time by mutual consent in writing. Either party may terminate the contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party. The university shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination.

Purchase Option

UCF will have the option to purchase the equipment and may, without the consent of Groome, transfer or assign the purchase option to an affiliate or transfer or assign the purchase to any succeeding contractor as a transportation services provider to UCF.

Financials

Groome will provide forty-five (45) new Blue Bird propane-powered 2 Door Buses with 36 seated passenger capacity, eight (8) new El Dorado bio-diesel-powered Axess Low-Floor Single Door Buses with 39 seated passenger capacity, and eight (8) new Starcraft Allstar propane-powered buses with 20 seated passenger capacity.

The hourly rates and estimated annual costs are provided below.

Contract Year	Hourly Rate	Annual Hours	Total Annual Cost
Year 1	\$56.15	140,000	\$7,861,000
Year 2	\$57.27	140,000	\$8,017,800
Year 3	\$58.42	140,000	\$8,178,800
Year 4	\$59.59	140,000	\$8,342,600
Year 5	\$60.78	140,000	\$8,509,200
Year 6	\$62.00	140,000	\$8,680,000
Year 7	\$63.24	140,000	\$8,853,600
Year 8	\$64.50	140,000	\$9,030,000
Year 9	\$65.79	140,000	\$9,210,600
Year 10	\$67.41	140,000	\$9,437,400
<b>Total</b>			<b>\$86,121,000</b>

Through negotiations, UCF will save \$23,780,400 over the life of the contract.



There is no comparable cost differential to the current contract; UCF will receive all new buses and equipment, as well as ten (10) additional buses over the required minimum, which would offset any comparable savings in the early years of the contract.

*Advertising Revenue:* UCF will have the opportunity to advertise on Groome buses. UCF will retain all revenue from advertising.

*Annual Scholarships:* Groome will provide \$5,000 per year in contract years 1-5 and \$10,000 per year in contract years 6-10 to fund scholarships and provide financial assistance to students pursuing a transportation-related degree. UCF may award the scholarship funds to any students it selects, as long as the recipient students satisfy UCF's financial aid criteria

*Charter Services:* Groome will provide charter services to campus groups, as requested, at a cost to be determined per trip.

#### Sustainability Initiatives

Groome will provide fifty-three (53) propane-fueled vehicles as part of this contract. The use of propane as an alternative fuel to diesel will reduce greenhouse gas emissions while also reducing dependency on foreign petroleum. GHG emissions are expected to be reduced by 15% for propane fuel vehicles, assuming the same fuel economy as a comparable diesel vehicle. This will directly benefit the scope 3 emissions as tracked and reported towards the university's goal of climate neutrality. In addition, local air quality as well as the general aesthetic of the exhaust stream are expected to improve with the propane vehicles.

#### Student Employment Opportunities

Groome Transportation is willing to offer various employment opportunities to students. These include:

- supervisory internship opportunities for the right UCF students finishing their undergraduate degrees and/or entering their master's programs (preferably with some type of degree emphasis in transportation);
- driving positions to UCF students that attain their CDLs if they can pass the required background checks, meet Groome's driving standards and pass a physical; and
- jobs as bus washers to students.

Key Performance Indicators

UCF Parking and Transportation Services will measure the level of customer service and contract compliance by Groome. The metrics are listed below.

<b>Objective</b>	<b>Description</b>	<b>Metric</b>	<b>Frequency</b>	<b>Target</b>	<b>Penalty</b>
<b>On Time Performance</b>	Minimize wait times at scheduled stops	Arrival and departure from scheduled stops are no more than 5 minutes early or late. GPS reporting tool.	Quarterly	A 90% accuracy of on-time performance	\$100 per bus with less than 90% on-time performance. For example: once a quarter UCF uploads all the arrival and departure times using the GPS reporting tool. The 90% benchmark will be set using the GPS information. A \$100 penalty will be applied to each occurrence under the 90% benchmark.
<b>Training</b>	Customer service excellence	Contractor is to certify all drivers receive customer service training	Semi-annually	100% of staff trained	N/A
<b>Customer Satisfaction</b>	Customer experience and feedback	Satisfactory rating on customer surveys	Semi-annually	80% satisfactory rating	N/A
<b>Customer Satisfaction</b>	Customer experience	Contractor is to respond to and investigate customer complaints	Quarterly	100% of complaints are addressed within 48 hours of receipt	After 3rd occurrence: \$100, and each occurrence thereafter for complaints not addressed within 48 hours of receipt.

<b>Reliability</b>	Minimize service interruptions	Contractor is responsible for all vehicle maintenance and must provide backup vehicles in case of breakdowns or accidents within 1-hour notice or less	Quarterly	100% route coverage	After 3rd occurrence: \$200, and each occurrence thereafter for back-up vehicles not arriving in 1-hour notice or less.
<b>GPS Application</b>	Provides web-based interface that shows buses traveling in real time on map/location	Contractor is to install GPS-based passenger information system on all shuttles used.	Quarterly	95% accuracy of information in real-time	\$100 per bus when less than 95% accuracy measured daily by ensuring that each bus GPS system is active. Once a quarter UCF will determine the number of buses active throughout the period. The 95% benchmark will be determined. A \$100 penalty will be applied to each occurrence under the 95% benchmark when the GPS application is not active.
<b>Safety</b>	Ensure passenger safety on board campus shuttles	Contractor is to report all accidents, injuries and damages and provide log incidents and number of accidents	Quarterly	100% reporting of data immediately	\$100, and each occurrence thereafter. The incident log will be reviewed quarterly. A \$100 penalty will be assessed for any incidents not reported to UCF within 24 hours.

## Attachment C

**Groome**

(45) Blue-Bird 2 Door Buses 36 Seated Passenger, (8) El Dorado Axess Low-Floor Single Door B

Option 1: 10 Year	Year 1	Year 2	Year 3	Year 4
Hourly Rate	\$56.15	\$57.27	\$58.42	\$59.59
Annual Hours	140,000	140,000	140,000	140,000
Annual Price	\$7,861,000.00	\$8,017,800.00	\$8,178,800.00	\$8,342,600.00
Escalation Percentage		1.99%	2.01%	2.00%
Hourly Rate Increase		\$1.12	\$1.15	\$1.17
New Hourly Rate		\$57.27	\$58.42	\$59.59

**Transdev**

(45) BlueBird 2 Door Buses 33 Seated Passenger, (8) El Dorado Access Low-Floor Single Door B

Option 2: 10 Year	Year 1	Year 2	Year 3	Year 4
Hourly Rate	\$65.98	\$68.22	\$71.47	\$72.73
Annual Hours	140,000	140,000	140,000	140,000
Annual Price	\$9,237,200.00	\$9,550,800.00	\$10,005,800.00	\$10,182,200.00
Escalation Percentage		3.39%	4.76%	1.76%
Hourly Rate Increase		\$2.24	\$3.25	\$1.26
New Hourly Rate		\$68.22	\$71.47	\$72.73
Difference from Groome:				
Hourly Rate	\$9.83	\$10.95	\$13.05	\$13.14
Total	\$1,376,200.00	\$1,533,000.00	\$1,827,000.00	\$1,839,600.00

**First Transit**

(18) New El Dorado II Transit, (14) Used El Dorado II transit, (12) New Starcraft AllStar XL 40 ft,

Option 1: 10 Year	Year 1	Year 2	Year 3	Year 4
Hourly Rate	\$66.84	\$70.16	\$73.53	\$76.99
Annual Hours	140,000	140,000	140,000	140,000
Annual Price	\$9,357,600.00	\$9,822,400.00	\$10,294,200.00	\$10,778,600.00
Escalation Percentage		4.97%	4.80%	4.71%
Hourly Rate Increase		\$3.32	\$3.37	\$3.46
New Hourly Rate		\$70.16	\$73.53	\$76.99
Difference from Groome:				
Hourly Rate	\$10.69	\$12.89	\$15.11	\$17.40
Total	\$1,496,600.00	\$1,804,600.00	\$2,115,400.00	\$2,436,000.00

## Buses to Meet 40 Seated Passenger, &amp; (8) Starcraft Allstar Cutaway Buses. (61 units)

Year 5	Year 6	Year 7	Year 8	Year 9
\$60.78	\$62.00	\$63.24	\$64.50	\$65.79
140,000	140,000	140,000	140,000	140,000
<b>\$8,509,200.00</b>	<b>\$8,680,000.00</b>	<b>\$8,853,600.00</b>	<b>\$9,030,000.00</b>	<b>\$9,210,600.00</b>
2.00%	2.01%	2.00%	1.99%	2.00%
\$1.19	\$1.22	\$1.24	\$1.26	\$1.29
\$60.78	\$62.00	\$63.24	\$64.50	\$65.79

## Buses 40 Seated Passenger, &amp; (6) Propane Turtle Tops. Blue Birds to be Propane or Dies

Year 5	Year 6	Year 7	Year 8	Year 9
\$77.35	\$81.53	\$84.73	\$86.74	\$88.17
140,000	140,000	140,000	140,000	140,000
<b>\$10,829,000.00</b>	<b>\$11,414,200.00</b>	<b>\$11,862,200.00</b>	<b>\$12,143,600.00</b>	<b>\$12,343,800.00</b>
6.35%	5.40%	3.92%	2.37%	1.65%
\$4.62	\$4.18	\$3.20	\$2.01	\$1.43
\$77.35	\$81.53	\$84.73	\$86.74	\$88.17
\$16.57	\$19.53	\$21.49	\$22.24	\$22.38
<b>\$2,319,800.00</b>	<b>\$2,734,200.00</b>	<b>\$3,008,600.00</b>	<b>\$3,113,600.00</b>	<b>\$3,133,200.00</b>

## (7) New Starcraft AllStar 36 ft, (9) New Starcraft AllStart F550. (60 Units)

Year 5	Year 6	Year 7	Year 8	Year 9
\$80.84	\$84.65	\$89.00	\$93.45	\$98.04
140,000	140,000	140,000	140,000	140,000
<b>\$11,317,600.00</b>	<b>\$11,851,000.00</b>	<b>\$12,460,000.00</b>	<b>\$13,083,000.00</b>	<b>\$13,725,600.00</b>
5.00%	4.71%	5.14%	5.00%	4.91%
\$3.85	\$3.81	\$4.35	\$4.45	\$4.59
\$80.84	\$84.65	\$89.00	\$93.45	\$98.04
\$20.06	\$22.65	\$25.76	\$28.95	\$32.25
<b>\$2,808,400.00</b>	<b>\$3,171,000.00</b>	<b>\$3,606,400.00</b>	<b>\$4,053,000.00</b>	<b>\$4,515,000.00</b>

Year 10	Totals
\$67.41	
140,000	
<u>\$9,437,400.00</u>	<u>\$86,121,000.00</u>
2.46%	
\$1.62	\$8,612,100.00 Avg Cost Per Year
\$67.41	\$61.52 Avg. Hourly Rate Per Year

el, Client to Decide. (59 Units)	
Year 10	Totals
\$88.09	
140,000	
<u>\$12,332,600.00</u>	<u>\$109,901,400.00</u>
-0.09%	
-\$0.08	\$10,990,140.00 Avg Cost Per Year
\$88.09	\$78.50 Avg. Hourly Rate Per Year
\$20.68	\$169.86 Total Diff. Hourly Rate
	<u>\$23,780,400.00</u> Hourly Rate X 140,000
\$2,895,200.00	<u>\$23,780,400.00</u>

Year 10	Totals
\$102.37	
140,000	
<u>\$14,331,800.00</u>	<u>\$117,021,800.00</u>
4.42%	
\$4.33	\$11,702,180.00 Avg Cost Per Year
\$102.37	\$83.59 Avg. Hourly Rate Per Year
\$34.96	\$220.72 Total Diff. Hourly Rate
	<u>\$30,900,800.00</u> Hourly Rate X 140,000
\$4,894,400.00	<u>\$30,900,800.00</u>



## Attachment D

## 1802MCSA - Student Transportation Services Scoring Summary

### Active Submissions

	Total	A. Experience and Qualifications	B. Transit Service Requirements	C. Vehicle Requirements	D. Transit Technology
<b>Supplier</b>	<b>2625</b>	<b>375</b>	<b>375</b>	<b>300</b>	<b>125</b>
Transdev Services, Inc.	2291	316	339	280	109
Escot Bus Lines	2254	247	313	270	107
First Transit, Inc.	2182	365	345	278	112
Groome Transportation	2096	268	279	238	110
Academy	1929	315	242	230	71
National Express Transit Corporation	1891	252	289	253	114



E. Cost Proposal	F. Innovative Ideas	G. Additional Incentives	H. Conformance to ITN
1250	75	75	50
1065	66	69	47
1135	70	70	42
970	61	10	41
1100	58	5	38
985	42	13	31
925	10	15	33



Attachment E

<p align="center"><b>SUBMIT OFFER TO:</b> Via Bonfire Web Portal <b>UNIVERSITY OF CENTRAL FLORIDA</b> Phone:(407) 823-2661 www.procurement.ucf.edu <a href="https://ucfprocurement.bonfirehub.com/opportunities/10988">https://ucfprocurement.bonfirehub.com/opportunities/10988</a> Your submission must be uploaded, submitted, and finalized prior to the closing time on November 30, 2018 at 3:00PM. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the Closing Time to begin the uploading process and to finalize your submission. See Appendix V for submittal instructions.</p>		<p align="center"><b>University of Central Florida</b> <b>INVITATION TO NEGOTIATE</b> <b>Contractual Services Acknowledgement Form</b></p>	
Page 1 of 63 Pages	OFFERS WILL BE OPENED: NOVEMBER 30, 2018 at 3:00PM and may not be withdrawn within 6 months after such date and time.		ITN NO: 1802MCSA
UNIVERSITY MAILING DATE: <b>10/15/2018</b>		ITN TITLE: STUDENT TRANSPORTATION SERVICES	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		<b>POSTING OF PROPOSAL TABULATIONS</b>	
AREA CODE	TELEPHONE NO.	Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.	
	FAX NO.		
	EMAIL:		

**Government Classifications**  
**Check all applicable**

- |                                                  |                                               |
|--------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> African American        | <input type="checkbox"/> American Women       |
| <input type="checkbox"/> Asian-Hawaiian          | <input type="checkbox"/> Government Agency    |
| <input type="checkbox"/> Hispanic                | <input type="checkbox"/> MBE Federal          |
| <input type="checkbox"/> Native American         | <input type="checkbox"/> Non-Minority         |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride                |
| <input type="checkbox"/> Small Business Federal  | <input type="checkbox"/> Small Business State |

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the procurement agency tenders final payment to the vendor.*

**GENERAL CONDITIONS**

**1. SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

**2. EXECUTION OF OFFERS:** Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.

**3. NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

**AUTHORIZED SIGNATURE (MANUAL)**

**AUTHORIZED SIGNATURE (TYPED), TITLE**

**4. PRICES, TERMS AND PAYMENT:** Firm prices shall be negotiated and include all services rendered to the purchaser.

**Invitation to Negotiate Acknowledgment Form (revised 08/08/17)**

**(a) DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

**(b) MISTAKES:** Offerors are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offeror's risk.

**(c) INVOICING AND PAYMENT:** All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting  
12424 Research Parkway, Suite 300  
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

**Interest Penalties:** Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

**Vendor Ombudsman:** A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.



**UNIVERSITY OF CENTRAL FLORIDA**

**INVITATION TO NEGOTIATE (ITN) NUMBER 1802MCSA**

**FOR**

**STUDENT TRANSPORTATION SERVICES**

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## **1.0 INTRODUCTION**

### **1.1 Statement of Objective**

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide student transportation services to, from, within, and in the vicinity of UCF's main campus in Orlando, Florida. UCF's ultimate objective is to provide the highest quality, alternate transportation service for its off-campus resident students at the most affordable cost to the University.

The Proposer should demonstrate proven success in providing transportation operations and management services in the university environment, as well as, proof of timely maintenance and repair services to support such a service. The Proposal's operations and cost plan should address and be consistent with transportation service trends for the next five years.

This document is intended to encourage qualified companies to propose, subject to and within the framework of the general and functional conditions and requirements of this ITN, a business plan for the provision of transportation operations and management services on campus, and surrounding student-resident communities, to UCF's commuting student constituents. It is intended that the successful Proposer, if any, will function not just as a provider of transportation services, but also, when and to the extent requested by UCF, as a consultant to, and administrative agent for UCF.

This ITN provides the Proposer with information regarding UCF's current transportation operations (See Appendix VI) and UCF's intentions to enhance such services provided by introducing convenient, multi-passenger, vehicular equipment that can be operated both on and off the University campus. UCF assumes that the Proposer will research, through client interviews, special interest (focus) groups, and/or campus surveys, what transportation service offerings will provide customer satisfaction in all areas. It is strongly recommended that each respondent take advantage of the opportunity to visit the campus, ride the buses, and view the routes and services. All respondents are expected to understand the geographical and operational requirements of the campus bus service, and this knowledge should be evident within the ITN response. This should be accomplished in light of the financial impact to ensure a reasonable price-value relationship for UCF, its off-campus student constituents, and the Proposer.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix I) must always be performed by the Respondent.

### **1.2 Contract Award**

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal, and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <http://www.procurement.ucf.edu>. The Contract

will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose proposal may be deemed in the best interest of the university.
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

### 1.3 UCF Environment

UCF operates on the semester system. Enrollment for fall 2017 was approximately 66,183 students on the main Orlando campus. The total campus enrollment projection for fall 2018 is 68,990 students.

By fall, 2018, approximately 6,907 students will reside on UCF's main Orlando campus residence halls, apartment, and fraternity and sorority houses. Approximately 17,509 additional students will be housed in off-campus, student-oriented resident communities within a one-mile radius of the campus, with the exception of three communities.

Service is also to be provided to the Health Sciences Campus at Lake Nona, and to the Rosen School of Hospitality Management, Creative Village Downtown Campus, which are approximately twenty (20) miles from campus.

**APPENDIX VI** is a listing of current student communities and/or apartment complexes, along with the calculated number of UCF students residing at each. Based on current passenger counts, UCF estimates the daily ridership to be approximately 10,000 boardings per day by the end of Calendar-Year 2018.

Additional information available at [http://www.ucf.edu/about\\_ucf](http://www.ucf.edu/about_ucf)

## 2.0 GENERAL CONDITIONS

### 2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process shall be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To

the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

**Brian Sargent**  
**Procurement Services Department**  
**12479 Research Parkway, #600**  
**Orlando, FL 32826-3248**  
**Brian.Sargent@ucf.edu**  
**PH: 407-823-2661**  
**Fax: 407-823-5551**

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted on UCF's Procurement Services Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

## 2.2 Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
10/15/2018	Invitation To Negotiate advertised and released
10/26/2018	Pre- proposal and Site Visit at 10:00 p.m. (Attendance highly recommended)
11/2/2018	Last day to submit communications and/or inquiries in writing only; preferably by e-mail to <a href="mailto:Brian.Sargent@ucf.edu">Brian.Sargent@ucf.edu</a> by 5 p.m.
11/9/2018	Responses to inquiries and Addenda, if any, mailed to Respondents
11/30/2018	Deadline for Offer submission at 3 p.m. (ITN opening)

## 2.3 Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned



by the Respondent. The Respondent also is to provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix I. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

- B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate on Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix I and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix I will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **November 2, 2018 at 5:00** p.m. Eastern Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the university will not be considered valid or binding.

#### **2.4 Proposers Conference and Site Visit**

The proposer's conference will be held October 26, 2018 at 10:00 a.m. in the Procurement Services Department conference room, 12479 Research Parkway, Bld 600, Orlando, FL 32826. This is highly recommended for all proposers to understand the full scope of this ITN, and the services to be provided.

The purpose of the conference is to familiarize prospective proposers, or their representatives with the specifications, clarify requirements, and unofficially answer questions that may arise prior to the proposal submission date.

No questions asked, nor any answers given shall be deemed official unless asked and answered in writing after the conference. Please submit all questions to Brian Sargent via email at [Brian.Sargent@ucf.edu](mailto:Brian.Sargent@ucf.edu). Written questions will be answered in the form of an addendum to all parties.

## **2.5 Written Addenda**

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services Website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Procurement Services Website periodically to verify whether any such Addenda and forms were issued.

## **2.6 Offer/Proposal Opening Date**

Proposals will be received and opened on November 30, 2018 at 3:00 p.m. via UCF's Bonfire Web Portal. For additional information, please refer to Appendix V: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted.

## **2.7 Section Not Used**

## **2.8 Evaluation Criteria and Selection Process**

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
  1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
  2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;

3. Ensure consistency among the solicitation requirements, notices to proposers, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
5. Consider the recommendations of the evaluators or other boards (if any);
6. Select the proposer(s) whose offer(s) is the best value to the university;
7. Select the negotiation team, (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.

C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluator shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

D. Decision Maker shall obtain approval from the BOT for recommendation of award of a contract exceeding UCF's BOT's materiality rule.

**Table A – Evaluation of Responses**

<b>Evaluation Factors (See Section 4)</b>	<b>Max Points</b>	<b>Points Awarded</b>
A. Experience and Qualifications	75	
B. Transit Service Requirements	75	
C. Vehicle Requirements	60	
D. Transit Technology	25	
E. Cost Proposal	250	
F. Innovative Ideas	15	
G. Additional Incentives	15	
H. Conformance to ITN	10	
<b>Total</b>	<b>525</b>	

Each evaluator must independently score, each offer in UCF's Bonfire Web Portal, in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services Specialist identified in section 2.1**, will forward a summary to the **Decision Maker**, or his/her designee. At the time of such delivery to the

**Procurement Services Specialist**, the evaluator shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and evaluators' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose offer(s) may be beneficial to the university or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

## 2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
  1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
  2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
  1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
  2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

## 2.10 Offer Validity Period

Any submitted offer, shall in its entirety, remain a valid offer for **6 months** after the offer submission date.

## **2.11 Disposition of Offers; Florida Public Records Law Compliance**

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential”, “proprietary”, or “trade secret” by a vendor does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is “confidential” is not sufficient. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your bid detailing what provisions, if any, Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

## **2.12 Economy of Presentation**

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

## **2.13 Restricted Discussions/Submissions**

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, Evaluation Committee members or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent’s offer.

## **2.14 Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF’s

President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 5:00 p.m. on October 29, 2018, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

## 2.15 State Licensing Requirements

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation. Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State's Office.

## 2.16 Parking

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

## 2.17 Definitions

**Addendum** – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

**And/Or** – The word “and” shall also mean “or”, and the word “or” shall also mean “and” whenever the contents or purpose so require.

**Contract/Agreement** - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this ITN and the Vendor's offer.

**Invitation to Negotiate** - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as vendor experience, project plan, design features of the product(s) offered, etc. ITN is used when the specifications cannot be identified; the end result is explained but we want qualified companies to offer their solutions for consideration.

**May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.

**Minor Irregularities** – Irregularities that have no adverse effect on UCF’s interest will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

**Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

**Project Manager** - After contract award a liaison from the user department will oversee the Contractor’s performance and report as needed to the contract administrator. The Project Manager is **Krishna Singh**.

**Proposal** – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

**Purchase Order/Contract** – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the ITN.

**Renewal**- Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

**Respondent/Offeror/Vendor/Contractor** - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

**Response** – The entirety of the Respondent’s submitted bid response to the ITN, including any and all supplemental information submitted.

**Responsible Respondent** – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

**Responsive Respondent** – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

**Sole Point of Contact** - The Procurement Services Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

**Successful Respondent/Contractor** - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offeror”, and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

**UCF'S Contract Administrator** - The University' designated liaison with the Respondent. In this matter UCF's Contract Administrator will be **Brian Sargent**.

**UCF or University** – University of Central Florida

## **2.18 Procurement Rules**

- A. UCF has established for purposes of this ITN that the words “shall”, “must”, or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I. Failure to submit Appendix I with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

## **2.19 Force Majeure**

No default, delay or failure to perform on the part of UCF or the Respondent shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's or the Respondent's reasonable control, any date or times by which UCF or the Respondent is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Respondent.

## **2.20 Limitation of Remedies, Indemnification, and Insurance**

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.



- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Respondent(s)/Vendor(s)/Payee(s)/Offeror(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offeror(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offeror's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offeror also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

Payee will have and maintain general liability insurance in an amount of no less than two (2) million dollars per occurrence and five (5) million dollars aggregate. Payee shall send a copy of Payee's Certificate of Insurance and Additional Insured Endorsement, both naming the University of Central Florida Board of Trustees, (prior to commencement of Payee's performance or delivery hereunder) to the following address by email or mail:

E-mail: [Olivia.Escalona@ucf.edu](mailto:Olivia.Escalona@ucf.edu)  
Mail: University of Central Florida  
Risk Management  
12601 Aquarius Agora Dr.  
Orlando FL 32816-3500

The Payee/Vendor shall name UCF and its Board of Trustees as additional insured to Payee/Vendor's general liability insurance for the duration of this Agreement. UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee.

**In addition to the general liability insurance required above, Payee shall also provide, at its sole expense, for the duration of this Agreement, worker's compensation insurance and employer's liability insurance in accordance with Chapter 440, Florida Statutes and all other applicable laws**

**and regulations, that a minimum cover the Payee's (or subcontractor's) exposure in performing this Agreement. The insurance policies required by this Section 12 shall cover all employees engaged in any work as part of this Agreement.** If Payee operates any vehicles as part of performing this Agreement, Payee shall also have and maintain, at its sole expense, for the duration of this Agreement, adequate automobile liability insurance that covers the Payee's (or subcontractor's) exposure in performing this Agreement.

#### **2.21 Term of Contract**

The contract resulting from this ITN, if any, shall be for a term of 10 (ten) years commencing on July 1, 2020, and shall end on June 30, 2030. The University may, at its sole discretion, renew/extend a resultant contract, for up to two renewal periods of one year each.

#### **2.22 Termination of Contract**

The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination. The thirty (30) days' advanced written notice shall start on the date sent out by UCF, e.g. date of email sent, date stamp on letter mailed, etc.

#### **2.23 Assignment and Amendment of Contract**

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

#### **2.24 Independent Parties**

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

#### **2.25 Performance Investigations**

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

#### **2.26 Records**

The Respondent/Vendor/Payee/Offeror agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and

activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

## **2.27 Public Records**

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offeror to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offeror in conjunction with a resultant contract.

## **2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

### **PUBLIC RECORDS, CONTRACT FOR SERVICES**

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the

public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

### **2.29 Severability**

If any provision of the contract resulting from this ITN, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

### **2.30 Notices**

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

### **2.31 Governing Law and Venue**

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

### **2.32 Liaison**

UCF's liaison with the successful Respondent, if any, shall be the **Krishna Singh**.

### **2.33 Subcontracts**

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s), which the Respondent

enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

### **2.34 Employment of UCF Personnel**

The Respondent shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITN and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

### **2.35 Conflicts of Interest**

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

### **2.36 Equal Opportunity Statement**

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX II**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

### **2.37 Waiver of Rights and Breaches**

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

### **2.38 Headings Not Controlling**

Headings used in any contract resulting from this ITN are for reference purposes only and shall not be considered to be a substantive part of such contract.

### **2.39 Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

### **2.40 Employment of Aliens**

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

**2.41 Site Rules and Regulations**

Respondent shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

**2.42 Travel Expense**

Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

**2.43 Annual Appropriations**

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

**2.44 Taxes**

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.

**2.45 Contractual Precedence**

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation to Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. The Agreement/Contract;
- B. University's ITN and ITN specifications;
- C. Respondent's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

**2.46 Use of Contract by Other Governmental Agencies**

At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

**2.47 Public Entity Crimes**

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **2.48 Work for Hire**

Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's contracts or representations and warranties herein.



## 2.49 Export Control

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

## 2.50 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix I of this document, and identified with **\*\*non-negotiable\*\***. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix I with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

## 2.51 Revised Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this

ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities/modified scope, if any, are unknown.

## **2.52 Family Educational Rights and Privacy Act**

Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) (“FERPA”), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee’s students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

## **2.53 Smoke Free Policy**

The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. All employees of operator will strictly adhere to the smoke free policy. Visit <http://www.ucf.edu/smokefree> for additional information.

## **2.54 Contact with Minor Children**

To the extent that Vendor qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Vendor hereby guarantees that Vendor and/or anyone acting on Vendor’s behalf (including, but not limited to Vendor’s employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Vendor’s

employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

## **2.55 Reporting of Child Abuse**

Vendor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

## **3.0 STUDENT SHUTTLE SERVICE REQUIREMENTS**

### **A. General Contractor Responsibilities**

- A.1. The Contractor will work under the direction of UCF Transportation and shall be responsible for all day-to-day operations, administration, maintenance, and other tasks as assigned.
- A.2. Provide fixed route services as specified in the Service Overview included in this document. Meet all operations, equipment, and maintenance requirements established herein. Meet all performance, training and safety standards. Provide qualified personnel having management, operations, and maintenance expertise necessary. The Contractor shall be solely responsible for the satisfactory work performance of all employees/personnel related to the delivery and implementation of transit services.
  - A.2.1. Provide corporate support to local management staff including technical assistance in service planning, maintenance, safety, training, human resources and general operations to ensure compliance with contract requirements and federal, state and local laws.
  - A.2.2. Meet employee hiring and training standards as specified.
  - A.2.3. Maintain all equipment and vehicles (revenue and support) in accordance with generally accepted industry practices and the ITN requirements.
  - A.2.4. Supervise operations of fixed route services.
  - A.2.5. Comply with and/or assist with all transit technology systems procurement, management, maintenance, and operations.
    - A.2.5.1. Contractor shall provide Customer with full, real time (or as close as technologically possible) and unlimited access to all data captured from any transit technology on board vehicles.
    - A.2.5.2. Contractor will provide Customer with all software and credentials required to independently access data and reporting for all on board technology.
  - A.2.6. Assist with data collection, surveys and analysis of transit operations. Comply and/or assist with the University's monitoring and auditing programs.
  - A.2.7. Assist University staff in development and implementation of management direction and standards for the day-to-day administration of the transit service. Attend scheduled weekly, monthly, and special meetings with University staff.
  - A.2.8. Assist each semester with route and schedule reviews and planning of the next semester's services.

- A.2.8.1. Analyze changing conditions and AVL data to assess on time performance, running times, headway adherence, and make necessary recommendations to adjust schedules and routes or other potential cost savings for the University.
- A.2.8.2. The University shall approve all schedule and route changes.
- A.2.9. Respond promptly and precisely to UCF's requests for information. Promptly notify the University of any deficiencies in facilities and/or revenue vehicles, or in proposed fixed routes, services expansions, alterations, service reductions, and/or other service operations including but not limited to technology or software management systems.
- A.2.10. Provide operating, financial, and performance reports and invoices monthly as outlined in this ITN and as requested by the University.
- A.2.11. The contractor shall provide the services in compliance with all federal and state Environmental Protection Agency (EPA) requirements.
  - A.2.11.1. The contractor shall take whatever measures are necessary to prevent fuel spills or other environmental mishaps and be responsible for any clean up at the contractor's facility or on the routes operated by the contractor.
- A.2.12. Provide insurance coverage as required.
- A.2.13. Cooperate with campus and other law enforcement agencies with respect to security activities and emergency evacuation situations.
- A.2.14. Refer all University-related media inquiries to the University, and cooperate in providing public information through the University.

## **B. Route and Service Requirements**

- B.1. Current Route Information for reference
  - B.1.1. <http://parking.ucf.edu/shuttles/>
  - B.1.2. [http://parking.ucf.edu/files/2017/06/1704PKS1142-Shuttle-Brochure-Fall-2017\\_v2-1.pdf](http://parking.ucf.edu/files/2017/06/1704PKS1142-Shuttle-Brochure-Fall-2017_v2-1.pdf)
- B.2. See Appendix VI for number of buses required on each route and the times of services.

## **C. Transit Service Requirements**

- C.1. The University shall not be liable for any interruptions of services, which may result from damages of vehicles, injuries, or absences of Contractor's employees.
- C.2. Damages
  - C.2.1. The Contractor, if any, assumes full risk and responsibility for any loss, destruction or damages to the Contractor's vehicles or other equipment, unless caused by a University employee.
- C.3. Any damage(s) to UCF's property, grounds, or equipment caused by the Contractor, if any, or its employees, resulting from work performed under this contract, shall be repaired, at the expense of the Contractor, if any, to UCF's total satisfaction.
  - C.3.1. UCF shall not be responsible for any losses or damages to the successful Proposer's, if any, property to include supplies, tools, equipment, and vehicles.

- C.3.2. In the event of damages to the Contractor's property that it believes is caused by the University or its employees, the Contractor, if any, will seek recourse through normal UCF reimbursement channels.
- C.4. The University of Central Florida has extremely high standards. The Contractor is expected to meet or exceed those standards at all times.
- C.5. There are no known extreme roadway dips or depressions, overhead obstructions, severely sloping ingress/egress curb cuts, sharp turns, or any other obstructions along any of the proposed bus routes, or at any of the pick-up or drop-off points on the routes. However, most of the apartment complexes on the routes have installed speed bumps, which, as intended, serve to slow or impede the speed of moving, vehicular traffic. These speed bumps must be taken into consideration by all drivers in keeping to prescribed headways.
- C.6. Each route served is estimated to cover approximately 150 miles per day per bus.
  - C.6.1. The University will determine the number of buses required on each route needed to meet desired headways. Contractor shall assist UCF with this planning as requested.
- C.7. The current average daily ridership is approximately 12,000 boardings.
- C.8. Contractor may only bill for delivered route services hours. No deadhead time may be billed.
- C.9. Driver Break on Route
  - C.9.1. Continuously scheduled route service MAY NOT, IN ANY CIRCUMSTANCES, be interrupted for scheduled driver breaks. Service must continue uninterrupted using relief drivers who shall be scheduled as required to maintain this service level.
  - C.9.2. Drivers may be allowed short personal breaks, if needed, at designated stop locations during normal, continuous service. It is the Contractor's responsibility to ensure that on time performance levels are maintained even when personal breaks are required. UCF will include reasonable time to accommodate personal breaks in the schedule of service.

#### **D. Personnel Management**

- D.1. The Contractor, if any, is responsible for establishing effective management controls in the performance of the contract. The awarding of this contract will be determined in part by the amount and quality of control that the Contractor has over its representatives.
- D.2. The Contractor shall furnish all management, operators (drivers), mechanics, dispatchers, supervisors, administrative personnel, and other personnel services necessary for providing the transportation services in accordance with this contract.
- D.3. The Contractor will be required to provide project management, through a General Manager (or the equivalent), at a level of authority, and with capability sufficient to oversee its functions and employees under this contract.
  - D.3.1. The principal function of the General Manager will be to oversee the Contractor's employees and to monitor operational activities associated with the service required under this contract.
  - D.3.2. The General Manager will be responsible to the University for the safe and reliable provision of all services that are required under this contract.

- D.3.3. The General Manager will be expected to directly supervise the daily activities of all drivers, dispatchers, call takers, maintenance workers, and other personnel necessary to support the University's shuttle operation.
- D.3.4. The General Manager will work cooperatively with The University in matters of assuring service quality, providing operational data, responding to complaints and comments from passengers and/or the general public, and responding to specific requests for other assistance as necessary.
- D.4. The Contractor shall notify University personnel immediately upon the resignation or removal of any primary project personnel
- D.5. The University shall have the right to interview and evaluate any proposed replacement general manager, assistant general manager, or operations manager candidate prior to assignment at the University. The University may, at their sole discretion, require that a proposed candidate be unassigned to the University.
- D.6. General Manager/Key Staff
  - D.6.1. The University must approve the General (Site) Manager prior to assignment to the University of Central Florida service.
  - D.6.2. Minimum qualifications for the General Manager
    - D.6.2.1. Must have CDL with both air brakes and passenger endorsements.
    - D.6.2.2. 4-year Bachelor's Degree from an accredited college strongly desired.
    - D.6.2.3. 10 years relevant experience in public transportation or operations with a minimum of 3 years supervisory experience.
    - D.6.2.4. The GM shall have strong leadership and decision-making abilities and capability to understand the environment and make changes as needed in the field.
    - D.6.2.5. Technically proficient in using Internet applications, email, MS Word, MS Excel, MS PowerPoint, and general competence with technology.
  - D.6.3. The University reserves the right to approve any employee who is in a supervisory, key staff or support role prior to assignment to the contract.
  - D.6.4. The University reserves the right to review the qualifications, resume, work history, educational background, and references for any employee assigned to the service
  - D.6.5. The General Manager shall remain in his or her position for at least one year after commencement of this contract. Allowable exceptions include termination for cause, upon mutual agreement between the University and Contractor, or at the University's request.
  - D.6.6. Should the General Manager be temporarily unavailable to perform his or her duties, the Contractor will appoint a competent staff member, with equivalent delegated authority, to temporarily serve in the General Manager's place. The Contractor will notify the University's designated representative whenever such substitution will occur prior to such an occurrence.
  - D.6.7. If the General Manager will be unavailable for more than two consecutive weeks, the Contractor will be required to provide a qualified General Manager as a substitute, subject to the University's approval. The Contractor may **not** use staff personnel provided for this contract outside the University's service area without prior approval of the University.

- D.6.8. The Contractor will assure the University that the General Manager assigned to this project will not be replaced without a ninety (90)-day advance written notice, unless the departing employee does not provide the Contractor with such notice, or the Contractor removes the employee for cause.
- D.6.9. The General Manager or his/her designee may be required to serve as an extension of the University's contract oversight staff and, as such, may also be required to attend staff and performance meetings, upon request.
- D.7. Driver Wages
  - D.7.1. The University fully expects that the Contractor will pay adequate wages to employ qualified and reliable drivers. The starting wage shall be a minimum of \$12.00 per hour. Annual raises for qualified drivers shall be a minimum of 2.0% per year.
- D.8. Supervision
  - D.8.1. The Contractor shall provide continuous, daily supervision of its contracted service, including the monitoring of schedule adherence, on-street operation (s), and on-route compliance.
  - D.8.2. Supervision will include conduction of on-board "ride checks" to ensure driver adherence of established procedures, i.e. ADA compliance and passenger relations.
  - D.8.3. Such supervision will also include responses to investigation of accidents. The University reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with the terms of this contract.
- D.9. Drivers
  - D.9.1. All drivers must meet the following minimum requirements. Additional requirements for drivers may be included with the ITN response.
    - D.9.1.1. Drivers must be a minimum of twenty-one (21) years of age and have a Commercial Driver's License with appropriate endorsements.
    - D.9.1.2. Drivers must have a valid US driver's license for the past three (3) years.
    - D.9.1.3. A five (5)-year driving record must be obtained. UCF reserves the right to review any individual's driving record at their sole discretion.
    - D.9.1.4. No driver shall have had more than two (2) moving violations within the immediate past five (5) years prior to driving a bus under this contract.
    - D.9.1.5. The first, and only the first, Driving Safety Course taken for a moving violation that appears on a five (5)-year driving record will not be treated as a moving violation, and will not count against the record. Additional courses will not reduce the number of violations.
    - D.9.1.6. No more than two (2) accidents in the past five (5) years will be permitted for any driver. This includes "no-ticket" or "no-fault" accidents.
    - D.9.1.7. No driver may work on behalf of UCF if they have been convicted of any a serious traffic violation, i.e. DWI/DUI, Driving with Suspended License, etc. within the immediate past seven (7) years.
    - D.9.1.8. Drivers with two (2) or more convictions of serious traffic violations in their lifetime may not work at UCF.
    - D.9.1.9. No more than two (2) violations for No Liability Insurance in a five (5)-year period is allowed for any driver.
- D.10. Background Checks

- D.10.1. No driver may work at UCF until a full and complete background check has been completed and reviewed for full compliance.
- D.10.2. Any conviction or deferred adjudication of any employee for a felony offense within the past ten (10) years of the beginning date of this contract will result in disqualification of that employee driving under this contract.
- D.10.3. Any drug or alcohol related offense, theft, assault or other conviction of deferred adjudication of any employee with the past ten (10) years of the beginning date of this contract for a felony or misdemeanor offense will result in disqualification of that employee driving under this contract. Examples include, but are not limited to, murder, robbery, and sex offenses.
- D.11. Each driver must also:
  - D.11.1. Be full- or part-time employees of the Contractor.
  - D.11.2. Have the ability to read, write, and speak English.
  - D.11.3. Have and exercise sensitivity to the passengers' needs. Drivers may be required to attend University-sponsored Customer Service training courses at the Contractor's expense.
  - D.11.4. Be capable of handling complaints and problems as required.
  - D.11.5. Undergo and pass Federal Department of Transportation (DOT) physical exam and a comprehensive drug screen at required intervals.
  - D.11.6. Possess a valid, current Florida Commercial Driver's License (CDL).
- D.12. Additional Driver Requirements are:
  - D.12.1. Drivers should foster positive relations among the University students, faculty, staff, visitors and the surrounding community. They must conduct themselves in a professional manner at all times.
  - D.12.2. All complaints involving drivers, equipment, passengers, service, etc. must be investigated and corrective action taken immediately. The Contractor must notify all drivers of any complaint(s) filed against them.

## **E. Reporting**

- E.1. Ridership Reporting
  - E.1.1. Contractor will provide passenger count data by route, stop, vehicle, time, date, and driver.
  - E.1.2. Passenger count data shall be available in real time.
  - E.1.3. Detailed ridership data shall be available for a minimum of three years.
  - E.1.4. Aggregate ridership data (at the system, route and month level) shall be available for the duration of the contract, including all optional years.
  - E.1.5. The Contractor will be required, at the University's request, to conduct, record, and report on manual audit of all boarding passengers on a particular bus or route. Installation of automatic passenger counters in real time will be required at the expense of the Contractor.
  - E.1.6. Ridership counts, in real time, will be separated by route, stop, day, vehicle, driver, and time (hourly).



- E.1.6.1. The ridership counts will be aggregated daily, to weekly, monthly, and yearly reports.
- E.1.6.2. All reports will be available via a web-based reporting system that can be accessed by any user with authorized credentials.
- E.1.6.3. All data must be exportable in .CSV or XLS format at any time by the user (does not require any outside support to download data).
- E.2. Key Performance Indicator Reporting
  - E.2.1. Monthly Report (due by the tenth business day of the next month)
    - E.2.1.1. Missed or late departures, and reason(s) therefore
    - E.2.1.2. Number of complaints
    - E.2.1.3. Number of accidents
    - E.2.1.4. Number of wheelchair boardings
    - E.2.1.5. Maintenance inspections
  - E.2.2. Near Real Time Reports (required to be available within 24 (twenty-four) hours or less)
    - E.2.2.1. On Time Reports
    - E.2.2.2. Headways Reports
- E.3. Accident and Incident Reporting
  - E.3.1. The successful Proposer, if any, shall be responsible for immediately reporting all facts relating to accidents, injuries, damages, or losses incurred. UCF shall designate the authority that shall receive these reports.

## **F. Marketing and Public Relations**

- F.1. The Contractor shall distribute, as required, all maps, schedules, surveys, passenger notices, and other printed materials that the University may deem necessary to market the service. The Contractor shall also cooperate and participate in marketing, promotions, advertisements, public relations, and related educational programs, and projects that the University may undertake from time to time during the term of the contract to enhance ridership.
- F.2. The University shall be the exclusive public media spokesman in connection with these services. Under no circumstances shall the Contractor or its employees be permitted to distribute any unauthorized printed or written materials pertaining to the University of Central Florida, or its affiliates, without the express, written permission of the University.
- F.3. The University shall retain the exclusive right to regulate and administer all information and advertising on the buses.
- F.4. The University may, during the course of this contract, require the Contractor to allow access to the buses assigned to this contract, or of others of its contracted vendors, to install and remove advertising material on the buses.
- F.5. If approved by the University, all advertising materials on the buses will meet uniform size and content requirements, and are subject to the University's approval prior to being installed.

## **G. Responsibilities**

- G.1. The successful Proposer, if any, shall furnish all supplies, material equipment, management and labor necessary for the professional, efficient and sound operation of UCF's Student Transportation Services.
- G.2. The successful Proposer, if any, shall service, maintain and safely operate all revenue service and support vehicles provided for its use at UCF under the contract.
- G.3. The successful Proposer, if any, shall deliver all vehicles that it proposes for use under this contract, to a convenient, agreed upon location where UCF representatives can inspect them prior to their being placed into service. This includes initial ITN specifications review to include inspection of first and last assembled bus at manufacturer's facility.
- G.4. The successful Proposer, if any, shall maintain good public relations with UCF students, faculty and staff at all times.
- G.5. The successful Proposer, if any, shall maintain and service all vehicles on a frequent and continuous basis, and shall indicate in their proposal how the schedule will be implemented.
- G.6. The successful Proposer, if any, shall identify all vehicles it has proposed by make, model, and year of manufacture for the permanent files of UCF. It shall be the responsibility of the Proposer to keep this information current at all times during the term of the contract, if any.
- G.7. The successful Proposer, if any, shall provide the specific information as to malfunction reports, repairs, and operational comments, as may be directed by UCF.
- G.8. The successful Proposer, if any, shall display all information, including licenses, permits, and certifications, in an appropriate manner as required by applicable law and as approved by UCF.

#### **H. Emergency Operations**

- H.1. Contractor shall make the fleet and drivers available to UCF emergency operations during any UCF declared emergency situations regardless of date or time.
- H.2. Contractor shall not increase the billable rate for emergency services. Contractor may add a premium if they are required to pay their drivers overtime. This premium must be presented, in writing, to UCF transportation management prior to deployment.
- H.3. Additional costs for evacuation operations may be presented to UCF for reimbursement as well.
- H.4. UCF may request that buses be used to block roadways during special events and/or emergency operations. Contractor shall provide a separate hourly rate for buses used in this manner.

#### **I. Maintenance and Appearance**

- I.1. No vehicle maintenance shall be performed on the UCF campus.
- I.2. Contractor shall provide a maintenance facility within five to ten miles (5-10) miles of the UCF campus.
  - I.2.1. Preventative and scheduled maintenance shall be performed by Contractor's employees at this facility. Component repairs, warranty repairs, paint and body work, and dealer/manufacture repairs may be outsourced as required.
  - I.2.2. Proposers shall provide location and detailed description of refueling facility as well as maintenance facility size, capabilities, and infrastructure, with bid response.

- I.2.2.1. Response evaluation may receive a higher rating for currently leased/owned facilities, or if proposer shows a commitment agreement to secure the facility if they are the successful respondent.
- I.3. The contractor will be wholly responsible for maintaining the buses, including tires, in the same operational condition and appearance in which they are accepted for use, subject to reasonable wear and tear, Recapped tires will not be permitted.
- I.4. All regular buses must be free of dents, with all body panels fully painted. Spare buses will be subject to inspection and approval by the University before going into temporary service.
  - I.4.1. Any vehicle with body damage will be repaired within 15 (fifteen) days of damage, or as soon as possible.
  - I.4.2. In the event that body damage remains for more than 30 (thirty) days after Contractor has been notified, in writing, by UCF transportation management to repair such damages, Contractor may be assessed Liquidated Damages up to \$500 per day per vehicle.
    - I.4.2.1. Contractor may request an extension, in writing, if parts, equipment, and/or qualified repair personnel are unavailable to complete repairs within 30 days.
    - I.4.2.2. Liquidated Damages are assessed or waived at the sole discretion of UCF.
- I.5. The contractor shall be responsible for complete maintenance of the buses keeping them clean and in neat condition, both inside and outside.
- I.6. The University reserves the right to perform unannounced, periodic inspections related to appearance, as well as to safety and cleanliness.
  - I.6.1. During the contract period, designated University personnel shall have immediate and unrestricted access to all buses in use by the contractor for this service, as well as to any and all maintenance records during planned or unannounced visits or inspections of the contractor's facilities and unrestricted access to all buses in use by the Contractor for this service, as well as to any and all maintenance records during planned or unannounced visits or inspections of the Contractor's facilities.
- I.7. All climate control system must be operable during the appropriate weather conditions.
- I.8. All buses will undergo daily safety and cleanliness inspections, and will remain FMVSS compliant at all times. Records of these inspections will be maintained and made available to the designated University personnel upon request. Any problem affecting the safe operation of the vehicle, or presenting a potential hazard to passengers must be corrected before the vehicle may be put into service.
- I.9. All buses placed into service by Contractor must, without exception:
  - I.9.1. Be cleaned daily, inside and outside.
  - I.9.2. Have vehicle floors swept and mopped daily.
  - I.9.3. Be wiped down entirely. Surfaces to be wiped down will include, but not be limited to dash controls, the area along the dashboard, and the headliner above the driver area.
  - I.9.4. Be "VIP" detailed, no less than once monthly.
  - I.9.5. Have fully operational air conditioning, wheelchair lifts, seat belts, radios, and destination signs.
  - I.9.6. Be free of body damage, have no missing or unpainted panels; with wheels and tires checked daily for any defects, flats or low inflation, or missing curbing lugs.
  - I.9.7. Be free of graffiti on the exterior and interior of the buses.

- I.9.8. Have all safety items, i.e. lights, brakes, horn, tires, wheelchair tie-downs, seat belts, etc., fully operational. All malfunctioning or non-operational safety-related items must be repaired, corrected, or replaced before the affected vehicle can be returned to service.
- I.9.9. Have no cannibalized parts.
- I.10. Regular cleanliness maintenance will be performed by the drivers at all times. Following is a list of interior maintenance items that must be performed regularly:
  - I.10.1. The interior of buses kept clean and free from damage.
  - I.10.2. Floors kept free of debris.
  - I.10.3. Trash containers kept emptied.
  - I.10.4. Seats checked regularly for spills and general cleanliness.
  - I.10.5. Upholstery checked for damage.
  - I.10.6. All surfaces kept free of graffiti, stains, etc.
  - I.10.7. Windows kept clean and free of any damage or obstruction to vision.
  - I.10.8. The exterior of each bus must also be kept clean and free of damage and rust. Buses will be washed at least once per week, or more frequently if needed.
- I.11. The windows of each bus will be cleaned no less than once weekly. This includes, both the inside and outside of each window.
- I.12. All buses shall be maintained properly, in accordance with the above, or as otherwise required by the University. Failure to do so may result in a bus being taken out of service until the Contractor has made the desired corrections.
- I.13. The Contractor shall maintain records for each bus, reflecting its mechanical operation history, including inspections and repairs. These records shall be available for inspection, during regular UCF business hours, by duly authorized UCF personnel.
- I.14. If any services performed or equipment provided herein do not conform with the requirements of this contract, the University shall have the right to require the Contractor to immediately take all necessary steps to ensure future performance of the services do conform with the requirements of the contract; and reduce the Contract price to reflect the reduced value of the actual scheduled vehicle hours performed.
- I.15. Any equipment, other than what has been previously mentioned, that is necessary for the safety and maintenance of the vehicles, must be maintained per industry standards.
- I.16. In the event the Contractor fails to promptly take necessary steps to ensure future performance of the services is in conformity with the requirements of the contract; the University shall have the right to terminate this contract for default.
- I.17. A preventative maintenance wheelchair lift or ramp inspection will be performed on each bus no less frequently than once every 6,000 miles, and a long-form preventative maintenance inspection will be conducted in no less frequency than each 2,400 miles. Wheelchair lifts or ramps must be cycled daily.
- I.18. A preventative maintenance air conditioning inspection will be performed on each bus no less frequently than once every 6,000 miles, and a long-form preventative maintenance inspection will be performed no less frequently than each 24,000 miles.
- I.19. The air-conditioning filters will be changed at the time of every inspection, or more frequently, as needed.

## **J. Graphics and Bus Wraps**

- J.1. Vehicles shall be painted white with black trim.
- J.2. Contractor shall make vehicles available to UCF for wrapping and graphics upon request. The Contractor shall coordinate movement of vehicles to and from the graphics installation location at UCF's direction.
- J.3. UCF will wrap each vehicle in coordination with Lynx in Orlando. The cost of installation and graphics will be covered by UCF and should not be included in the pricing.
- J.4. The timing of bus wrap replacement due to normal wear and tear or for any other reason, will be at UCF's sole discretion. UCF will pay for the cost of graphics and installation.
- J.5. Contractor is fully responsible for damages to bus wraps and graphics. Contractor will be responsible for replacement and/or repair of any graphics that are damaged.
- J.6. All repairs to graphics must be made within 21 (twenty-one) days of occurrence. UCF will only approve extensions (which must be done in writing) if Contractor shows legitimate need for delay such as delivery of graphics or installer availability.
  - J.6.1. Unrepaired graphics are subject to Liquidated Damages up to \$200 per day per vehicle if the deadline is not met. Damages are assessed (and may be excused) at the sole discretion of UCF transportation management.
- J.7. All buses will be painted solid white prior to delivery. Decal placement and design on all buses will be determined by UCF. Once the buses are inspected, Contractor and a University designee will sign off on a checklist, including digital photographs for each bus inspected and approved for use. The University will retain copies of the checklists and photographs.

## **4.0 REQUIRED OFFER FORMAT**

### **4.1 Introduction**

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. The contract, if any, resulting from this ITN shall incorporate the entire ITN and proposal by reference.

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be uploaded to the Bonfire web portal.

### **4.2 Respondent/Offer Submittal Sections**

Each respondent shall provide, in their written response, confirmation that they will meet or exceed each

requirement in each section of the scope of services. Any exceptions must be noted and explained, and may result in a reduced score evaluation and/or disqualification of the bid response.

Respondent should provide descriptions, information, diagrams, or additional documentation for any item within the program requirements as specified.

**A. Experience and Qualifications**

- A.1. Provide a 1-2 page descriptive narrative demonstrating proposer's proven success in providing transportation operations and management services in the university environment of similar size and scope. The narrative should include a description of timely repair and maintenance operations required to support operations.
- A.2. Experience
  - A.2.1. Proposer should have a minimum of ten (10) consecutive years' experience providing bus and/or van passenger transportation services to a college, university, airport, military facility, corporate campus, municipality, hospital/healthcare facility, or public recreational facility.
  - A.2.2. Contractors should submit a minimum of three (3) qualified references with their response.
  - A.2.3. Active customer references are strongly desired. References for contracts that ended within the previous 24 (twenty-four) months will be considered but may be assigned a lower value during the evaluation stage.
  - A.2.4. Submitted references will be evaluated based on relevancy to service requirements and quality of service delivered.
- A.3. Qualified References
  - A.3.1. Minimum of 20 (twenty) vehicles operating simultaneously during peak period of service.
  - A.3.2. Minimum average of 30,000 annual service hours per reference.
  - A.3.3. Minimum average of 1,000,000 unlinked passenger trips provided per year.
  - A.3.4. Bus and/or van passenger transportation services must have been provided to a college, university, airport, military facility, corporate campus, municipality, hospital/healthcare facility, or public recreational facility.
  - A.3.5. Provide the following information for each reference:
    - A.3.5.1. Contact name, title, email, fax, phone, and address
    - A.3.5.2. Name of company or organization
    - A.3.5.3. Description of service provided, who is transported and the geographic area of the transportation system, the number of buses and number of annual hours.
    - A.3.5.4. Date service began
    - A.3.5.5. Date service ended or future contract end date
    - A.3.5.6. Indicate if site visit will be allowed if requested by University.
    - A.3.5.7. Reason service ended (if applicable)
- A.4. Terminated Contracts – provide a listing of all contracts that terminated prior to the contract end date, for any reason, during the last 60 (sixty) months.

- A.4.1. Include customer name, description of service, dates of service, reason for service termination.

## **B. Transit Service Requirements**

### **B.1. Support Management Plan**

- B.1.1. Describe support services, corporate organization chart showing individuals / positions assigned and resumes. The plan should include Quality Assurance Plan, Service Planning Capabilities, Safety and Compliance Program (including Audit Procedures), Human Resource Management, Environmental Compliance and Audit Procedures.

### **B.2. Staffing Plan**

#### **B.2.1. Site Organization Chart**

- B.2.1.1. Include all management, supervisory, and support staff, titles, and job duties/responsibilities. Include General Manager, Asst. GM/Operations Manager, training, human resources, compliance, maintenance staff, and operations supervisors.

#### **B.2.2. Site Staffing Plan**

- B.2.2.1. Include a staffing plan that describes hiring plan and timeline, number of drivers to be hired. The staffing plan should include on-going hiring plans and contingency plan in the event of driver shortages.

### **B.3. Service Start Up Plan**

- B.3.1. The Proposer should provide a Service Start-Up Plan that shows specific dates, deadlines and milestones of how the firm proposes to meet the service start date and accomplish tasks described in the Scope of Work, including, but not limited to, staffing plan for each area. The plan should include the following critical dates at a minimum. Additional relevant information regarding the start-up plan should be included as appropriate. The quality of the start-up plan will be evaluated on comprehensiveness and applicability to proposed operations and critical path schedule.

- B.3.1.1. Date General Manager is to be hired and/or assigned to the University.
- B.3.1.2. Hiring and/or assignment of all other management, administrative, and support personnel.
- B.3.1.3. Date drivers are to be hired and/or assigned to the University.
- B.3.1.4. Operator requirements and training dates for drivers.
- B.3.1.5. Vehicle acquisition, inventory and inspection dates.
- B.3.1.6. Dates that facilities, shop and office equipment are to be identified and confirmed, including maintenance, bus washing.
- B.3.1.7. Maintenance start-up programs including training and receipt of permits and licenses.
- B.3.1.8. If any of the operational facilities will be outsourced, the start date of the contracted service should be noted in the start-up plan.

### **B.4. Customer Service Plan**

- B.4.1. Provide a copy of a standard or previously used customer service plan that addresses driver/passenger resolution, process for handling and resolving complaints, plan to meet American's with Disability Act requirements, standard/daily duties and requirements for

drivers, ongoing service quality training program, and training plan for UCF specific requirements.

B.4.2. Confirmation that an employee handbook will be provided to each employee and it will be periodically reviewed and updated as required.

**B.5. Emergency Response Plan**

B.5.1. Thirty (30) days prior to the start of service under this contract, the Contractor shall submit, for University approval, written procedures for responding to emergencies and routine problems that may occur during the course of the contract. Occurrences include, but are not limited to:

- B.5.1.1. Passenger injuries
- B.5.1.2. Disturbances
- B.5.1.3. Employee illness
- B.5.1.4. Vehicle failures
- B.5.1.5. Inclement weather
- B.5.1.6. Accidents
- B.5.1.7. Detours
- B.5.1.8. Employee injuries, and
- B.5.1.9. Union walkouts (if applicable)

**B.6. Customer Feedback (Comments, Questions, and Concerns)**

B.6.1. In the event of any complaint, the Contractor will be required to contact each complainant by telephone, or follow up the complaint with written correspondence relative to the complaint. If an investigation is required, the Contractor will conduct an investigation and the complainant will be contacted by telephone or written correspondence regarding the results of the investigation.

B.6.2. Within four (4) business days of receipt of any passenger complaint, the Contractor shall provide the University with copies of all written responses.

B.7. Proposers are to provide location and detailed description of maintenance facility size, capabilities, lease or ownership status, and infrastructure, with bid response.

B.8. Proposers are to provide the following for each vehicle type proposed (specific requirements are listed in paragraph C. (inclusive of seating, windows, lighting, communication equipment, electronic sign messaging, on board climate control, fuel type, etc.):

- B.8.1.1. Detailed drawings from the proposed bus manufacturer showing all dimensions and seating configurations
- B.8.1.2. Detailed specification listing of all vehicle components
- B.8.1.3. Color photographs or brochures showing interior and exterior views of the vehicle.

**B.8.2. References**

B.8.2.1. Respondent should provide a minimum of 3 (three) references from higher education institutions of comparable size and scope to UCF using the proposed fleet of vehicles.

**C. Vehicle Requirements**

Vehicle Types/Quantities



Vehicle Type	Seating	Doors	Quantity
12 Yr Transit Bus (Max 36')	29 Minimum Seats All perimeter Seats Maximum number of standees must be permitted based on vehicle GVWR.	2	31 Buses 27 Peak/4 Spares
12 Yr Transit Bus (Max 36')	33 Minimum Forward Facing Seats Maximum number of standees must be permitted based on vehicle GVWR.	2	13 Buses 10 Peak/3 Spares
12 Yr Transit Bus (Max 40')	39 Minimum Forward Facing Seats No standees permitted.	1	6 Buses 6 Peak/No Spares
7 Yr Medium Duty Bus	Min 20 Passenger Forward Facing Seats (Propane Fueled). Minimum of 10 standees required.	1	6 Buses 4 Peak/2 Spares
<b>TOTAL VEHICLE FLEET (Includes Spares)</b>			<b>56</b> <b>47 Peak, 9 Spares</b>

### C.1. General Requirements

- C.1.1. Forty-Seven (47) vehicles are required for peak service, and a minimum spare ratio of 20% is required. A total of Fifty-Six (56) buses are required to provide service for the University of Central Florida. All vehicles must be new and the current model year.
- C.1.2. All transit buses must be Altoona tested and meet 12 Year/500,000 Mile STURAA (Surface Transportation and Uniform Relocation Assistance Act) Certification. Medium duty buses must meet 7 Year/200,000 Mile STURAA Certification.
- C.1.3. All transit buses shall be of low floor design. School bus or activity bus types are not acceptable.
- C.1.4. All vehicles must be ADA (Americans with Disabilities Act) compliant and equipped with wheelchair ramps or wheelchair lifts
- C.1.5. All vehicles requiring 2 (two) doors must have two full sized automatic passenger doors, one in the front, and one mid body. Single door buses shall be full sized, automatic, and placed near the driver seat.
- C.1.6. All buses must be meet federal, state, and local requirements with respect to installed seatbelts.
  - C.1.6.1. Any vehicle with forward facing seats shall be considered eligible for highway transportation and should be outfitted with three-point seat restraints.
  - C.1.6.2. Vehicles with 100% perimeter seating are considered intercity transit vehicles and will not travel on highways.
- C.1.7. All buses shall be equipped with a 2 (two) position bicycle rack.
- C.1.8. Transit vehicles shall have a minimum GVWR of 35,000 lbs.
- C.1.9. UCF desires the shortest length buses that meet all requirements.
  - C.1.9.1. Respondent must certify that proposed vehicles WILL safely maneuver all routes, both on and off campus, and have a turning radius to meet all route requirements.
  - C.1.9.2. Contractor is fully and solely responsible for replacing any vehicles that do not meet these requirements.

- C.1.9.3. Each bus must be equipped with power steering so that the vehicle may negotiate tight turns and reversal directions easily.
- C.1.9.4. Reverse-direction backup cameras, alarms and lights are required.
- C.1.10. All buses must be inspected and licensed in accordance with applicable Federal and Florida Motor Vehicle laws and regulations.
- C.1.11. The engine compartment of each bus shall be insulated from the passenger compartment to minimize interior noise, heat, and fumes.
- C.1.12. Each vehicle must be equipped with an exhaust system that meets U.S government noise level and exhaust emission (smoke and noxious gases) requirements. The exhaust tail pipes shall extend to the rear of the vehicle and exit to the street side (not curb side) of the buses.
- C.1.13. All buses must be inspected and licensed in accordance with applicable Federal and Florida Motor Vehicle laws and regulations.
- C.1.14. The University shall be allowed to display signage on any of all buses directing UCF riders on procedures to follow for complaints, comments, or suggestions.
- C.1.15. The University reserves the right to restrict any music or audio programming on any or all buses, for any reason, at their sole discretion. The University may also require Contractor to disconnect hardware from playing music or audio programming at any time, for any reason, at their sole discretion.
  - C.1.15.1. The University may restrict music or audio programming for the passenger cabin and/or driver area.
- C.1.16. The contractor will not use a University identified bus for any transportation activity other than scheduled route service without prior written approval from the University.
- C.1.17. No open containers of food or beverages, music playing without headphones, bicycles, or animals (except for **certified** service animals) are permitted on buses at any time.
- C.1.18. At least one (1) overhead grab rail, running front-to-rear shall be installed inside each vehicle. The grab rails shall be securely fastened to the roof bows or to steel backers welded into the roof structure. All grab rails must be equipped with straps or handles.
- C.1.19. Vehicles must be equipped with the heaviest duty braking system available, including any redundant systems, recommended by the manufacturer.
- C.2. Acceptable Vehicles
  - C.2.1. Example of vehicles that meet specifications include but are not limited to New Flyer, Gillig, ElDorado, or approved equivalent.
- C.3. Seating
  - C.3.1. The seat shall be ergonomically designed and shaped to provide optimal lumbar, kidney area, and buttocks support. All seats must meet federal, state, and local guidelines.
  - C.3.2. Molded seats such as Gemini or Citiseat or approved equal shall be used in all buses. Cushions or seat inserts shall be included at the request of UCF.
    - C.3.2.1. Aisles must be a minimum of 20” wide at seated passenger hip height for 102” wide buses, and 16” wide for 96” wide buses.
  - C.3.3. Seating fabric will be LaFrance level 5 or above, or approved equivalent. UCF will select color and type during pre-production meetings.
  - C.3.4. Forward facing seats shall be equipped with a mounted grab rail/handhold on the back of each seat.

- C.3.5. All seating shall be in compliance with Federal Motor Vehicle Safety Standard (FMVSS) 207 (Seating Systems).
- C.3.6. Any seat belt assemblies shall be in compliance with FMVSS 209; 210 (Seat Belt Assembly; Seat Belt Assembly Anchorage). Certification of FMVSS compliance will be submitted with this proposal. Failure to do so will render the proposal unresponsive.
- C.4. Windows
  - C.4.1. All vehicles shall be equipped with T-Slider windows to allow passengers to open windows for fresh air ventilation.
- C.5. Vehicle Related Contractor Responsibilities
  - C.5.1. UCF will have the right to determine, at any time during the course of the contract, if any, whether the number of vehicles the Contractor provides shall be increased or decreased at any given time during the term of the contract.
    - C.5.1.1. Contractor will provide an updated quote for the additional or reduced services when requested.
  - C.5.2. The vehicles provided for this contract, if any, shall be in good condition and maintained to ensure compliance with applicable laws concerning mechanical conditions, cleanliness, and operational safety.
    - C.5.2.1. UCF agrees that any modifications or alterations to the vehicles that UCF deems necessary to comply with any University regulation or policy, State statute or other governmental regulation, shall be the responsibility of the successful proposer, if any.
    - C.5.2.2. The Proposer shall take reasonable and proper care of its vehicles, and shall notify UCF of any known deficiencies.
  - C.5.3. UCF may, from time to time, request the services of the successful Proposer, if any, to assist in the development of specifications for new or upgraded vehicles. These services shall be provided at no charge to UCF.
- C.6. Interior Lighting shall include:
  - C.6.1. A driver's compartment dome light.
  - C.6.2. Instrument panel light.
  - C.6.3. Switch panel backlighting.
  - C.6.4. Passenger compartment lighting that is non-glare for night time operations.
  - C.6.5. A step well light that adequately illuminates the step well area with the door open, and wired to automatically activate when the passenger door begins to open.
- C.7. Vehicle Communications Requirements
  - C.7.1. Each vehicle will be equipped with a mobile radio that has sufficient range for drivers to communicate with supervisors and dispatch throughout the entire operating area.
    - C.7.1.1. Drivers may use cell phones for intra-company communication, but such phones must also be of the hands-free variety. Drivers may not use cell phones while on route or operating the shuttles.
    - C.7.1.2. Drivers may not use cell phones for any personal reason while on duty.
- C.8. Electronic Sign Messaging
  - C.8.1. Each vehicle will be equipped with a minimum of two programmable digital message/route signs. Front mounted sign above the windshield and side mounted passenger sign near primary passenger entry door.

- C.8.1.1. Electronic signs must be J1708/J1939 compliant. Industry standard providers (Luminator, TwinVision, Hanover, TranSign, or approved equivalent) are strongly desired.
- C.8.1.2. Electronic messaging signs must meet manufacturer's recommendations for visibility (I.e. font size, color, brightness, etc.) during all UCF route operations.
- C.9. On Board Climate Control
  - C.9.1. All vehicles must be equipped with properly functioning climate control (heat and air-conditioning) systems for both the driver and passenger compartments.
  - C.9.2. The maximum size Air Conditioning system available for the proposed vehicle must be proposed. Respondent shall provide a letter of confirmation from the vehicle manufacturer confirming.
    - C.9.2.1. If dual A/C compressors are available and will increase cooling performance (as certified by the vehicle manufacturer), they shall be included with the proposed equipment.
- C.10. Fuel/Alternate fuel (CNG, Electric, Bio-diesel)
  - C.10.1. It is strongly required that vehicle fuel capacity shall be adequate to conduct daily route operations without refueling.
  - C.10.2. All vehicles must contain fuel capacity to ensure uninterrupted route service.
  - C.10.3. Fuel costs shall not be included in the cost proposal. Fuel for passenger transporting vehicles will be paid directly based on usage.
    - C.10.3.1. Contractor will be required to provide detailed monthly reports by vehicle with invoice for fuel reimbursement.
    - C.10.3.2. The vehicle level reporting will be submitted electronically on a monthly basis. The report will include starting and ending mileage for each vehicle per day, number of gallons (or gallon equivalent) used per vehicle, the cost per gallon, miles per gallon, and the total cost of fuel by bus and for the month.
    - C.10.3.3. Report is due within 5 days of month end.
  - C.10.4. THERE WILL BE NO FACILITIES ON THE UNIVERSITY CAMPUS FOR THE REFUELING AND SERVICING OF ANY OF THE BUSES, WITH THE POSSIBLE EXCEPTION OF ELECTRIC CHARGING STATIONS FOR ELECTRIC-POWERED VEHICLES.
  - C.10.5. All buses must be fueled and serviced daily by the Contractor, within a five to ten (5-10) mile radius of the main campus. The fueling and service location must be identified in the proposal. Oil, transmission, coolant, and windshield washer fluid levels will be checked regularly, and fluids will be added as necessary.
  - C.10.6. Spare bus will immediately replace any bus that is taken out of service for refueling or service.

## **D. Transit Technology Requirements**

- D.1. Real Time GPS/AVL Tracking System (required)

- D.1.1.1. Real time location updates for vehicles on all maps and smartphone applications shall be provided every 1-3 seconds.
- D.1.2. Passenger Website – Optimized for mobile phones, tablets, and PC/MAC browsers
  - D.1.2.1. Unique web link that may be accessed by anyone without login or password.
  - D.1.2.2. No software to load (pure HTML implementation) that displays vehicles laid over a 2D map.
  - D.1.2.3. Branded specifically for UCF.
  - D.1.2.4. Website shall have the ability to show the direction of travel and location in real time of each vehicle on each route. All routes are drawn in different colors.
  - D.1.2.5. Each route is separately selectable – user has the ability to show one, some, or all routes on the map.
  - D.1.2.6. The website shall allow customer to choose a stop and display the next arrivals for route(s) serving that stop.
  - D.1.2.7. Shared bus stops (those on multiple routes) are clearly identified as such.
  - D.1.2.8. An Icon for each in service vehicle shall be rendered on the web site. Bus icon positions should update without the need for refreshing.
  - D.1.2.9. Upon click of the bus icon, additional info is provided to the user:
    - D.1.2.9.1. Route Identifier.
    - D.1.2.9.2. Next Stop.
    - D.1.2.9.3. ETA to Next Stop.
  - D.1.2.10. Bus arrival real-time predictions are provided for each bus stop.
  - D.1.2.11. When a vehicle is selected, ETAs to at least three of the down-line stops should be displayed, this should be configurable to show as many stops as required by the agency.
  - D.1.2.12. ETAs are provided for each bus en route to a bus stop (e.g.: if two buses are on their way to a bus stop, there shall be two arrival time predictions).
  - D.1.2.13. There shall be a section of the screen that is reserved for public service announcements from UCF and allow for links to specified websites.
  - D.1.2.14. Integrated help system
- D.1.3. Mobile Applications
  - D.1.3.1. Native mobile application required for Apple (iOs) and Android.
  - D.1.3.2. Capability to provide a unique UCF mobile application that can be downloaded directly, is branded with UCF logos, text, and colors, and does not require any selection of agency. This may be offered as an upgrade.
  - D.1.3.3. Support for users to leave feedback.
  - D.1.3.4. Support for public service announcements.
  - D.1.3.5. Integrated help system.
  - D.1.3.6. Ability for users to save favorite route(s) and stop(s).
  - D.1.3.7. Ability for user to set reminders to alert them, within the app to bus arrivals at specific routes, stops, and times.
- D.1.4. Reports (at a minimum)
  - D.1.4.1. Public Site Usage Report.
  - D.1.4.2. Smart Phone App Usage Report.

- D.1.4.3. On time performance by route and stop.
- D.1.4.4. Headways reports.
- D.1.4.5. Alerts such as Speeding, Geofence Activities.
- D.1.4.6. On/Off Route Reports.
- D.1.5. Real Time API
  - D.1.5.1. Real time API must be provided. API shall include all information provided within the system.
- D.2. Automated Passenger Counting System (required)
  - D.2.1. Hella or Iris automated counters or approved equivalent shall be used. No mechanical device may be used to count passengers. Infrared devices are not desired.
  - D.2.2. Automated passenger counting with no interaction by driver or dispatch to count boarding or alighting passengers.
  - D.2.3. System must include automated reporting and data uploads.
  - D.2.4. APC System Operational Requirements:
    - D.2.4.1. The APC System shall accurately (96% or greater accuracy minimum, 98% desired) count passengers as they board and alight, recording the data as a function of individual stops, routes, and vehicle.
    - D.2.4.2. The Contractor shall demonstrate the APC System has the ability to discriminate valid passengers from non-passenger objects, and detect double-backs and re-crossings;
    - D.2.4.3. The APC system shall not interfere electronically with the operation of the transit vehicle or onboard electronic equipment.
    - D.2.4.4. The Contractor shall install the APC System according to industry standards and recommended industry practices. All cables, wiring, interconnections, switches, and circuit breakers/fuses will be heavy duty and specifically designed for the APC system. The selected wire sizes and insulation will be based on current carrying capability, voltage drop, and flexibility requirements. The Contractor shall install any component accessible by the public with tamper-proof fasteners.
    - D.2.4.5. The Contractor shall install a protective filtering device to protect the APC System, its memory and data from electrical fluctuation typically found in a transit bus, which may include, but is not limited to, over voltage, under voltage, transient power surge/dip during engine or other transit bus equipment startup and operation, and alternator noises.
    - D.2.4.6. The APC solution shall count all boardings and alightings associated with route and geolocation information, including real time clock / clock synchronization features for accurate time/date stamp mark of data.
    - D.2.4.7. The system shall have the capability to reduce or eliminate counting inaccuracies caused by passengers carrying items such as packages, boxes, backpacks or briefcases onto the vehicle; and the sensors shall differentiate between boarding and alighting passengers.
    - D.2.4.8. The APC system shall not retain any visual or audio data beyond the timeframe pertinent to gather data as required for accurate boarding or alighting of passengers.

- D.3. On Board Public Wi-Fi (propose as option on 12 buses)
  - D.3.1. Dual band transit grade cellular modem required.
  - D.3.2. Modem must have the capability to support a minimum of 40 simultaneous users.
  - D.3.3. 10GB per month per vehicle data capacity.
  - D.3.4. Management software to control content and data usage, including the ability to shut off data when maximum usage is met.
- D.4. Video Monitoring System (required)
  - D.4.1. Each bus shall be outfitted with a video surveillance/monitoring camera system.
  - D.4.2. System shall have a minimum of 4 channels and 4 cameras.
  - D.4.3. System must have the capability of storing 30 days of video from all cameras at a sufficiently high enough resolution to ensure clear viewing of all incidents. This includes the ability to clearly identify faces and any items carried or used by passengers.
  - D.4.4. Respondent must provide a minimum of 2 (two) references from a University or Municipal transit system with 20 (twenty) or more buses using a video system from REI, SEON, AngelTraxx, or Apollo. 4 (four) references are required if any other system is proposed.

**E. Cost Proposal – The University desires three pricing options to seek the best fleet suited for its operations.**

- E.1. Provide cost proposal for 50 diesel powered transit vehicles and 6 propane powered medium duty vehicles exclusive of fuel.
- E.2. Provide cost proposal for any combination of powered vehicles (CNG, Electric, Propane, Bio-diesel) exclusive of fuel.
- E.3. For any electric vehicle proposals, provide a list of the following as a minimum.
- E.4. Necessary infrastructure (on and off campus)
- E.5. Projected annual electricity costs
- E.6. Identify quantity of shuttles needed to fulfill service order and maintain headway times and range
- E.7. Respondent should provide a description of fueling/recharging infrastructure application for each proposal. This description should include the location of fueling/recharging stations, which exist, and which will be built or installed by the Contractor.

**F. Innovative Ideas**

- F.1. It is the University's desire to provide the most environmentally-friendly, efficient and cost effective transportation service without compromising service quality. If there are requirements that are included herein that could be modified to reduce cost or improve quality, it is incumbent upon the proposer to identify those areas, and submit them as an attachment to the proposal, with the potential savings specified.

**G. Additional Incentives**

Please outline any additional incentives to be provided including conversion incentives, student internships, student scholarships, etc.

#### **H. Conformance to the ITN - Conformance To ITN's Preferred Conditions And Requirements**

Identify any exceptions to the ITN that are included in your Proposal.

*(Note: One of the University's Proposal evaluation criteria outlined in Section 2.8 of this ITN is "Conformance To ITN's Conditions And Requirements." Failure To Conform To ITN's General Conditions And Requirements May Result In Rejection Of Proposal.)*

#### **5.0 OTHER REQUIREMENTS**

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.procurement.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period sited in section 2.2.



**APPENDIX I  
SUPPLEMENTAL OFFER SHEET  
TERMS AND CONDITIONS**

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any negotiable term or condition of this ITN is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	_____	_____	_____
2.2 **Non-negotiable**	_____	_____	_____
2.3 **Non-negotiable**	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 **Non-negotiable**	_____	_____	_____
2.7 Section Not Used			
2.8 **Non-negotiable**	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 **Non-negotiable**	_____	_____	_____
2.12	_____	_____	_____
2.13**Non-negotiable**	_____	_____	_____
2.14**Non-negotiable**	_____	_____	_____
2.15	_____	_____	_____
2.16	_____	_____	_____

2.17	_____	_____	_____	_____
<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>		<b><u>RESPONDENT INITIALS</u></b>
2.18 <b>**Non-negotiable**</b>	_____	_____	_____	_____
2.19	_____	_____	_____	_____
2.20 <b>**Non-negotiable**</b>	_____	_____	_____	_____
2.21	_____	_____	_____	_____
2.22	_____	_____	_____	_____
2.23	_____	_____	_____	_____
2.24	_____	_____	_____	_____
2.25	_____	_____	_____	_____
2.26	_____	_____	_____	_____
2.27 <b>**Non-negotiable**</b>	_____	_____	_____	_____
2.28 <b>**Non-negotiable**</b>	_____	_____	_____	_____
2.29	_____	_____	_____	_____
2.30 <b>**Non-negotiable**</b>	_____	_____	_____	_____
2.31 <b>**Non-negotiable**</b>	_____	_____	_____	_____
2.32	_____	_____	_____	_____
2.33	_____	_____	_____	_____
2.34	_____	_____	_____	_____
2.35 <b>**Non-negotiable**</b>	_____	_____	_____	_____
2.36	_____	_____	_____	_____
2.37	_____	_____	_____	_____
2.38	_____	_____	_____	_____
2.39 <b>**Non-negotiable**</b>	_____	_____	_____	_____
2.40	_____	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.41	_____	_____	_____
2.42**Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
2.53 **Non-negotiable**	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____
Appendix I	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____
Appendix III	_____	_____	_____
Appendix IV **Non-negotiable**	_____	_____	_____

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX II

### CERTIFICATE OF NON-SEGREGATED FACILITIES

We, \_\_\_\_\_ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

**The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.**

## APPENDIX II

### CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX III**

**COMPLIANCE AND  
CERTIFICATION OF GOOD STANDINGS**

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Procurement Services Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

**CERTIFICATION**

I certify that the company submitting an offer under this solicitation is in compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX IV**

### **SECURE HANDLING OF UCF DATA**

The University requires Vendors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement (“SLA”) that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Vendor. This Agreement is intended to ensure that UCF’s security and compliance requirements are outlined and followed by the Vendor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.



**APPENDIX V****BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS**

Please follow these instructions to submit via our Public Portal.

**1. Prepare your submission materials:****Requested Information**

Name	Type	# Files	Requirement
Proposal	File Type: Any	Multiple	Required

**Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

**2. Upload your submission at:**

<https://ucfprocurement.bonfirehub.com/opportunities/10988>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Nov 30, 2018 3:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.


You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**Need Help?**

University of Central Florida Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

**APPENDIX VI**

	 <b>Parking and Transportation Services</b> <small>UNIVERSITY OF CENTRAL FLORIDA</small>				
<b>Peak</b>	<b>Transportation Service Order 2020</b>				
	<b>Shuttle Service Name</b>				
	<b>Location of Shuttle On Campus Stop</b>				
	<b>Shuttle Ridership Information</b>				
<b>Route #</b>	<b>Route Name</b>	<b># of Shuttles</b>	<b>Days</b>	<b>Service Begins</b>	<b>Final Departure From UCF</b>
<b>1</b>	<b>Knights Circle</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Student Union</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>Students Residing: 2532</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Average Daily Ridership: 1981</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:00 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>2</b>	<b>College Station / Boardwalk</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Millican Hall</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 300 / 480</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	<b>Average Daily Ridership: 364</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>3</b>	<b>The Verge / The Place at Alafaya</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Lynx Transit Center</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 936 / 680</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:00 AM</b>	<b>7:00 PM</b>
	<b>Average Daily Ridership: 407</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>1</b>	<b>Friday</b>	<b>8:00 AM</b>	<b>5:00 PM</b>	

<b>4</b>	<b>Mercury 3100 / Campus Crossing</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Millican Hall</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 839 / 896</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	<b>Average Daily Ridership: 719</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>5</b>	<b>Village at Science Drive</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Health Center / Physical Sciences</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>6:00 PM</b>
	Serves Research Pavilion on return trip only	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 728</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>6:00 PM</b>
	<b>Average Daily Ridership: 453</b>				
<b>6</b>	<b>Northgate Lakes / Tivoli</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Research 1</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 700 / 700</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	<b>Average Daily Ridership: 624</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>

<b>7</b>	<b>The Pointe at Central</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Millican Hall</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 1224</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	<b>Average Daily Ridership: 700</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>8</b>	<b>Riverwind of Alafaya / The Station</b>	<b>2</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Research 1</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 436 / Fall 2018</b>	<b>1</b>	<b>Friday</b>	<b>6:30AM</b>	<b>8:00 PM</b>
	<b>Average Daily Ridership: 262</b>	<b>1</b>	<b>Friday</b>	<b>7:00AM</b>	<b>7:00 PM</b>
<b>9</b>	<b>Knights Landing / Research Park</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Research 1</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>5:00 PM</b>
	University Tech Center, Florida Institute of Government,	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	University Marketing, Human Resources, University	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>4:00 PM</b>
	Tower, Partnership 2 (on call), Partnership 1, Research				
	Pavilion, and Biomolecular Research Annex				
	<b>Students Residing: 155</b>				
	<b>Average Daily Ridership: 242</b>				
<b>10</b>	<b>The Lofts / Orion on Orpington</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Lynx Transit Center</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	<b>Students Residing: 700 / 624</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:00 AM</b>	<b>6:00 PM</b>
	<b>Average Daily Ridership: 477</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
		<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>11</b>	<b>The Marquee</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>

	<b>On Campus stop at Lynx Transit Center</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	Students Residing: 1500	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	Average Daily Ridership: 583	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>12</b>	<b>University House of Central Florida</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Millican Hall</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	Students Residing: 995	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	Average Daily Ridership: 410	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>13</b>	<b>Northview</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Research 1</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:00 AM</b>	<b>3:00 PM</b>
	Students Residing: 600	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	Average Daily Ridership: 433				
<b>14</b>	<b>Plaza on University</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Lynx Transit Center</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>8:00 PM</b>
	Students Residing: 1300	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	Average Daily Ridership: 664	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>4:00 PM</b>
<b>15</b>	<b>Collegiate Village Inn / Arden Villas</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>On Campus stop at Lynx Transit Center</b>	<b>1</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
	Students Residing: 200 / 600				
	Average Daily Ridership: 163				
<b>Publix</b>	<b>Grocery Shuttle</b>	<b>1</b>	<b>Tuesday</b>	<b>10:00 AM</b>	<b>8:00 PM</b>
	<b>4 On Campus stops: Marketplace, Nike Academic Village, CFE Arena, Lake Claire</b>				
	Service days: 44				
	Average Ridership Based on Service Days: 348				

<b>Main Campus</b>	<b>Park and Ride (Spring and Fall Semesters)</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:45 AM</b>	<b>6:30 PM</b>
	<b>On Campus stop at Lot E-4 and Research 1</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:45 AM</b>	<b>5:00 PM</b>
	<b>Service days: 162</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>8:45 AM</b>	<b>3:00 PM</b>
	<b>Average Ridership Based on Service Days: 102</b>				
<b>On Campus</b>	<b>Pegasus Express (Formerly Black and Gold)</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>11 On Campus stops: Student Union, Lake Claire Community,</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>CFE Arena/Knights Plaza/Towers, Research 1, Health Center/Physical Sciences,</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Nike/Neptune Academic Village, Ferrell Commons/Recreation &amp; Wellnes Center,</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Hercules Academic Village/Center for Multilingual Multicultural Studies,</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Millican Hall/Library/Apollo Community,</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Teaching Academy/Howard Philips Hall, Lynx Transit Center</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
	<b>Average Daily Ridership: 214</b>	<b>1</b>	<b>Friday</b>	<b>7:00 AM</b>	<b>7:00 PM</b>
<b>RSN</b>	<b>Rosen School of Hospitality</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
	<b>On Campus stop at Student Union</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
	<b>Average Daily Ridership: 561</b>	<b>1</b>	<b>Monday - Thursday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:45 AM</b>	<b>9:15 PM</b>
		<b>1</b>	<b>Friday</b>	<b>6:45 AM</b>	<b>2:00 PM</b>

<b>HSC</b>	<b>Health Sciences Campus</b>	<b>1</b>	<b>Monday - Friday</b>	<b>7:20 AM</b>	<b>8:50 PM</b>
	<b>On Campus stop at Health Center / Physical Sciences</b>				
	<b>Average Daily Ridership: 130</b>				
<b>CV</b>	<b>UCF Creative Village -Downtown Orlando</b>	<b>2</b>	<b>Depart from UCF Monday - Thursday</b>	<b>6:30 AM</b>	<b>10:00 PM</b>
	<b>Lynx Transit Entrance adjacent to Garage A</b>	<b>2</b>	<b>Friday</b>	<b>6:30 AM</b>	<b>8:00 PM</b>
<b>2017 Ridership</b>	<b>Total Student Residents: 17125</b>				
	<b>Total Average of Daily Ridership: 9837</b>				

**ITEM: EP-1**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Conferral of Degrees for Summer 2019 Commencement Ceremonies

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**Background:**

UCF expects to award the following degrees at the Summer 2019 Commencement on August 3, 2019.

Baccalaureate Degrees:	3,234
Master's Degrees:	606
<u>Doctoral and Specialist:</u>	<u>152</u>
Total:	3,992

**Issues to be Considered:**

2019 Summer Commencement dates and number of graduates.

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Recommend approval of the conferral of Degrees during the Summer 2019 Commencement.

**Authority for Board of Trustees Action:**

BOG 1.001 (4)(a)

UCF BOT EPC Charter 2.1

**Committee Chair or Chairman of the Board approval:**

EPC Chairman Garvy approved this agenda item and all supporting documentation.

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**Submitted by:** Brian Boyd, University Registrar

**Supporting**

**Documentation:** Attachment A: Graduation Count

**Facilitator:**

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education



Attachment A

**UCF Summer 2019 Commencement**

<b>College</b>	<b>Bachelor</b>	<b>Master</b>	<b>Doctorate</b>	<b>College Totals</b>
College of Arts and Humanities	256	12	2	270
College of Business Administration	356	86	4	446
College of Community Innovation and Education	430	206	39	675
College of Engineering and Computer Science	242	64	50	356
College of Graduate Studies	0	11	0	11
College of Health Professions and Sciences	415	94	0	509
College of Medicine	95	26	6	127
College of Nursing	318	29	6	353
College of Optics and Photonics	3	5	12	20
College of Sciences	685	63	27	775
College of Undergraduate Studies	227	0	0	227
Rosen College of Hospitality Management	207	10	6	223
<b>Degree level totals:</b>	<b>3,234</b>	<b>606</b>	<b>152</b>	<b>3,992</b>

ITEM: EP-2

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title: Tenure with Hire**

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**Background:**

New faculty members are hired each year with tenure. Normally, such 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 when senior faculty members are hired for administrative positions. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

The recommendation of a faculty member for tenure shall signify that the president and the Board of Trustees believe that the employee will continue to make significant and sustained professional contributions to the university and the academic community.

The primary purpose of tenure is to protect academic freedom. The award of tenure shall provide annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

**Issues to be Considered:**

Please refer to Attachment A - Tenure with Hire Justification.

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

Faculty are considered employees of the university and like other employees, compensation is negotiated during the hiring process. Recommendations for tenure are considered independently from compensation. Faculty who are awarded tenure will have annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff.

**Recommended Action:**

The department, college and Provost support the recommendations for tenure with hire.

**Authority for Board of Trustees Action:**

UCF 3.015(4)(a)5 – Promotion and Tenure of Tenured and Tenure-earning Faculty

**Committee Chair or Chairman of the Board approval:**

EPC Chairman Garvy approved this agenda item and all supporting documentation.

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**Submitted by:** Jana L. Jasinski, Vice Provost for Faculty Excellence and Pegasus Professor of Sociology

**Supporting**

**Documentation:** **Attachment A:** Tenure with Hire Justification

**Facilitator:** Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education

**Attachment A**

**Tenure with Hire Justification  
Board of Trustees Meeting  
July 18, 2019**

**Alison Cares, Associate Professor  
College of Sciences, Department of Sociology**

Dr. Alison Cares received her Ph.D. in sociology from The Pennsylvania State University. She comes to UCF from Assumption College in Worcester, Massachusetts, where she was a tenured associate professor and chair of the Department of Sociology and Criminology. While at Assumption College, she served as a visiting scholar at the Wellesley Centers for Women Justice and Gender-Based Violence Research Initiative. Dr. Cares has been awarded over \$2.2 million in external funding as PI or Co-PI, from federal agencies such as National Institute of Justice, the Office for Victims of Crime, and the Center for Disease Control. She has published in top journals in criminology and sociology. Dr. Cares has taught courses in criminology, family violence, criminal courts and society, intimate partner violence and victimology. She has supervised undergraduate and graduate thesis committees, and regularly publishes with students. She is the recipient of *Professor of the Year*, *Teacher of the Year* and the *Teaching Excellence Award* at her previous institutions. She has a strong record of service to her department, university and profession, including Title IX Implementation Committee, member and chair of the Institutional Review Board, Curriculum Review Work Group, and the Editorial Boards of *Journal of Family Violence* and *Victims & Offenders*. The Department of Sociology and the College of Sciences support the recommendation for tenure with hire.

**Carmen Giurgescu, Professor  
College of Nursing, Department of Nursing Systems**

Dr. Carmen Giurgescu received her Ph.D. in nursing from Loyola University of Chicago. She comes to UCF from The Ohio State University, where she served as a tenured associate professor at the Martha S. Pitzer Center for Women, Children and Youth, College of Nursing. At UCF, she will serve as associate dean for research in the College of Nursing. Dr. Giurgescu fully meets UCF College of Nursing criteria for professor with tenure. She is nationally and internationally known as an expert in women's health, particularly related to pre-term birth. She brings experience in development, implementation and evaluation of courses that will add depth to faculty expertise, especially in the areas women's health and research methodology. Examples include Master of Science in Nursing (MSN) courses in advanced family nursing, evidence-based practice and clinical decision-making; Doctor of Nursing Practice (DNP) courses such as analytics and data management and statistical analysis; and Doctor of Philosophy in Nursing (Ph.D.) courses such as measurement in health research, research practicum and advanced special topics seminars. She offers extensive experience in advising and mentoring Ph.D. students in dissertation as a committee chair or member, and in advising and mentoring both DNP and MSN students in projects or research. Dr. Giurgescu's research focuses on preventing and improving outcomes in

pre-term birth, with special emphasis on at-risk minority populations and refugees. She has received consistent funding from the National Institutes of Health (NIH) since 2007, with a current active role as principal investigator or co-principal investigator on three NIH grants totaling over \$6 million. Dr. Giurgescu has 46 peer-reviewed publications, 54 peer-reviewed presentations, and 14 invited presentations. She has a strong record of including doctoral students and junior faculty in her research, manuscripts and grant proposals. The Department of Nursing Systems and the College of Nursing support the recommendation for tenure with hire.

**Christopher D. Ingersoll, Professor**  
**College of Health Professions and Sciences, School of Kinesiology and Physical Therapy**

Dr. Christopher D. Ingersoll received his Ph.D. in human performance (biomechanics) from the University of Toledo. He comes to UCF from the University of Toledo, where he was a tenured professor, as well as vice provost for health science affairs. At UCF, he will serve as the dean of the College of Health Professions and Sciences. Dr. Ingersoll has tremendous experience in higher education leadership, including dean of the College of Health and Human Services at the University of Toledo and dean of the Herbert H. and Grace A. Dow College of Health Professions at Central Michigan University. His research focuses on neurophysiological and neuromechanical consequences of injury. Dr. Ingersoll has numerous research publications in highly ranked journals in his field, including *Journal of Athletic Training* and *Athletic Training and Sports Health Care*, several textbooks and textbook chapters, and many invited/symposium presentations and other conference presentations regionally, nationally, and internationally. He has extensive undergraduate and graduate teaching experience and has developed and implemented a number of graduate and undergraduate courses. He has served on dissertation, thesis, project and mentoring committees. Dr. Ingersoll has served his profession through editorships, editorial boards and manuscript/grant reviews and currently serves on the Commission on Accreditation of Athletic Training Education (CAATE) Board of Directors (Administrator Member). The School of Kinesiology and Physical Therapy and College of Health Professions and Sciences support the recommendation for tenure with hire.

**Timothy Letzring, Professor**  
**College of Community Innovation and Education, Department of Educational Leadership and Higher Education**

Dr. Timothy Letzring received his Ph.D. in higher education from the University of Georgia and a J.D. from Stetson University College of Law. He comes to UCF from Texas A&M University-Commerce, where he was a tenured professor, as well as dean of the College of Education and Human Services. At UCF, he will serve as senior associate provost for Academic Affairs. Dr. Letzring, a legal expert in the field of higher education, has national prominence with understanding the intersections of law, policy, and administration of K-12 and post-secondary institutions. He has published widely within higher education law and has peer-reviewed articles in journals such as *School Leadership Review* and *New Directions in Institutional Research*. He has presented at numerous regional, national and international conferences and workshops. Dr. Letzring has extensive undergraduate and graduate teaching experience, having taught undergraduate courses in organization law and leading change, and graduate courses in law of higher education and organization and governance of higher education. He has served on multiple

doctoral dissertation committees. Dr. Letzring's professional experiences within the broader field of higher education, accreditation, assessment, and related areas provide further unique opportunities for the Educational Leadership and Higher Education Department to expand the delivery of instruction that would more effectively generate outcomes aligned with the department, college, and UCF. The Department of Educational Leadership and Higher Education and the College of Community Innovation and Education support the recommendation for tenure with hire.

**Audra Skukauskaite, Associate Professor  
College of Community Innovation and Education, Department of Learning Sciences and  
Education Research**

Dr. Audra Skukauskaite received her Ph.D. from Gevirtz Graduate School of Education, University of California, Santa Barbara, with emphasis on qualitative and interpretive research methodology and cultural perspectives and comparative education. She has previously maintained the rank of professor at the University of the Incarnate Word in San Antonio, Texas, as well as associate professor at the University of the Incarnate Word and the University of Texas-Brownsville. She has also worked as a research consultant and researcher at the Massachusetts Institute of Technology, and as a research scientist at Klaipeda University in Lithuania. Dr. Skukauskaite has published extensively in top- and mid-tier journals, and contributed to books published by good academic publishers. Her research and scholarly contributions are wide-ranging, with publications on several varieties of ethnographic methodologies, technical aspects of interviewing and transcription, and epistemological issues, and she has presented at numerous regional, national, and international conferences. Dr. Skukauskaite has extensive teaching experience at the undergraduate, masters, and doctoral levels, and has taught courses in advanced research in education and qualitative research methodology. She has served on multiple dissertation committees, including as chair and co-chair. Dr. Skukauskaite is well-positioned to collaborate with faculty and students across CCIE and other colleges interested in qualitative research. The Department of Learning Sciences and Educational Research and the College of Community Innovation and Education support the recommendation for tenure with hire.

**Liansheng Larry Tang, Associate Professor  
College of Sciences, Department of Statistics**

Dr. Liansheng Larry Tang received his Ph.D. in statistics from Southern Methodist University. He comes to UCF from George Mason University where he was a tenured associate professor of statistics. While at George Mason University, Dr. Tang served as the graduate program coordinator for the M.S. program in biostatistics and was a lead faculty in the development of the M.S. program in biostatistics. He has advised multiple doctoral students. Dr. Tang's research interests include statistical methods in diagnostic medicine, forensic statistics, clinical trial design, statistics in criminology, and nonparametric methodology in high dimensional settings. He is the author of numerous research papers, some of which have been published in top journals in the field of statistics, including *Statistics in Medicine*, *Computational and Mathematical Methods in Medicine*, and *Journal of Applied Statistics*. He has been very successful in securing external funding from federal agencies such as the National Institute of Justice and National Cancer Institute. Dr. Tang also serves on the Fire Debris and Explosives Laboratory Analysis Committee

of the Organization of Scientific Area Committees (OSAC), which is a national standards review and harmonization group under the auspices of the National Institute of Standards and Technology. It is expected that Dr. Tang will enhance the teaching of statistics courses related to forensic science. He will also bring his expertise, as well as national and international recognition in statistical applications to forensic science, to the National Center for Forensic Science (NCFS) at UCF. The Department of Statistics and the College of Sciences support the recommendation for tenure with hire.

**ITEM: EP-3**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title: Approval of New Degree Program – Doctorate in Sustainable Coastal Systems**

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**Background:**

All graduate degree programs utilizing a new CIP Code are required to be reviewed and approved by the Board of Trustees. The College of Community Innovation and Education is proposing a new degree program for CIP Code 44.0501 (Public Policy Analysis, General).

**Issues to be Considered:**

- **Program Description:**  
The proposed Doctorate in Sustainable Coastal Systems is intended to address the need for well-trained professionals in a field that is by its nature interdisciplinary. As the transition zone between the land and the sea, the coast gives rise to complex issues in science, technology and policy. Individuals involved in coastal research, management and policy-making need to be well versed in wide range of disciplines. The proposed program will provide them with the knowledge and experience for working with coastal professionals in a variety of fields.
- **Benefits:**  
Coastal areas are the most heavily populated and economically vibrant regions of the world; however, these regions are uniquely threatened by climate change and associated impacts. The state of Florida is already experiencing these impacts, as evidenced by increasingly common sunny-day coastal flooding, chronic harmful algae blooms, and the devastation brought by storms such as the recent Hurricanes Irma and Michael. The central objective of the interdisciplinary doctorate in Sustainable Coastal Systems is to train the next generation of students who combine a rigorous disciplinary depth with the ability to reach out to other disciplines and work in interdisciplinary teams.
- **Career/Workforce Needs:**  
The degree program will focus on advanced education in the human and natural processes and components that comprise, affect, and modify coastal systems. It will provide students with rigorous quantitative training in the methods employed by professionals in these fields, along with expertise in broader social and scientific theory. Students will enter with degrees in the physical, natural, or social sciences, or engineering, and will be prepared for careers in academia, government, NGOs and private industry. Like the National Center for Integrated Coastal Research (NCICR) (UCF Coastal), the Ph.D. will foster world-class scientific research into the natural and human-related impacts to the health, restoration and sustainability of coastal systems through long-term, interdisciplinary research. The research conducted at the NCICR has already been published in some of the most important scientific journals, and Ph.D. students will participate in this research, which will also prepare them for the workforce.



**Alternatives to Decision:**

There is no obvious alternative if this degree program is not approved.

**Fiscal Impact and Source of Funding:**

No new funds are requested. E&G reallocation is from within the UCF School of Public Administration.

**Recommended Action:**

The Provost's office recommends Board of Trustees approval of the new degree program. It meets six of the eight BOG criteria with strength and meets the expectations of the remaining criteria.

**Authority for Board of Trustees Action:**

BOG Regulation 8.011 – Authorization of New Academic Degree Programs and Other Curricular Offerings.

**Committee Chair approval:**

Educational Programs Committee Chair Robert Garvy approved this agenda item and all supporting documentation.

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**Submitted by:**

Elizabeth A. Dooley, Provost and Vice President for Academic Affairs and Professor, College of Community Innovation and Education

**Supporting Documentation:**

Attachment A - Analysis Summary for New Degree Authorization

**Facilitator:**

Elizabeth Klonoff, Vice President for Research and Dean, College of Graduate Studies

## Attachment A

**Analysis Summary for New Degree Authorization**  
**Program Name: Sustainable Coastal Systems PhD**

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
1.	The goals of the program are aligned with the university's mission and relate to specific institutional strengths.	<p><b>Met with Strength</b></p> <p>The program will be affiliated with the National Center for Integrated Coastal Research and administered out of the College of Graduate Studies. The program supports UCF's interdisciplinary approach to solve societal problems; it incorporates seven colleges and 12 departments and schools. Admitted students are expected to have diverse academic backgrounds to build interdisciplinary teams. The Center has developed partnerships with private industry, NGOs, and both local, state, and federal government agencies. The program will focus in part on global climate change and sea level rise which is a topic of increasing importance for Florida and globally. This program is an academic component of the Sustainable Coastal Systems Cluster which was part of UCF's Faculty Cluster Initiative.</p>
2.	If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.	<p><b>N/A</b></p> <p>The proposed program is unique and interdisciplinary; thus, there is not an accrediting organization. Existing graduate degree programs in departments affiliated with the proposed program have undergone regular reviews as part of the 7-year cycle.</p>
3.	The proposal describes an appropriate and sequenced course of study. Admissions and graduation criteria are clearly specified and appropriate. The course of study and credit hours required may be satisfied within a reasonable time to degree. In cases in which accreditation is available for existing bachelor's or master's level programs, evidence is provided that the programs are accredited or a rationale is provided as to the lack of accreditation.	<p><b>Met with Strength</b></p> <p>A detailed list and sequence of courses is provided to outline the program's curriculum. The 72 credit hour program includes 12 credit hours representing five new core courses. These have been approved by the Graduate Council Curriculum Committee. The proposal includes detailed syllabi for the core courses. The students can choose their curricular path a variety of elective courses. These include specializations in Anthropology, Biology, Civil Engineering, Economics, Political Science, Public Administration, Technical Communication, and Tourism.</p>
4.	Evidence is provided that a critical mass of faculty members is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty members in later years, based on estimated enrollments. For doctoral programs, evidence is provided that the faculty members in aggregate have the necessary experience and research activity to sustain a doctoral program.	<p><b>Met with Strength</b></p> <p>A total of 24 UCF faculty members, all with graduate faculty status, will be associated with the program. These faculty can serve as dissertation committee members and chairs. Six core faculty will be the primary instructors for the core courses (plus the Center Director and Graduate Program Coordinator). An extensive list of the faculty's acquired funding and research experience is included with the proposal and is indicative of successful grantsmanship.</p>

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
5.	Evidence is provided that the necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; appropriate fellowships, scholarships, and graduate assistantships; and appropriate clinical and internship sites are sufficient to initiate the program.	<p><b>Met with Strength</b></p> <p>The library review states that current resources are adequate to meet the needs of students in the program. The Center has the appropriate physical resources in place for research and laboratory space. There is a possibility of future expansion to a handful of partnering field stations/educational facilities around the state. Graduate Research Assistantships will primarily be used to fund students; however, the program is seeking endowed scholarships and fellowships through the foundation to augment student support.</p>
6.	Evidence is provided that there is a need for more people to be educated in this program at this level. For all degree programs, if the program duplicates other degree programs in Florida, a convincing rationale for doing so is provided. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program and indicates steps to be taken to achieve a diverse student body.	<p><b>Met with Strength</b></p> <p>The proposal demonstrated that there is a need for graduates in this field. The Bureau of Labor Statistics projects an increased demand of environmental scientists for the foreseeable future. The committee indicated that more documentation is needed to strengthen this area of the proposal. The committee suggests more letters of support from industry partners/potential employers should be added to the proposal. These partners could provide a source of internships.</p>
7.	The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, is comparable to the budgets of similar programs, and provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment.	<p><b>Met</b></p> <p>The committee suggests that the overhead return FCI monies be considered to support students who will not have the opportunity to serve as Graduate Teaching Assistants, or are experiencing a funding gap, or where there is no Graduate Research Assistant funding available. The proposal should show evidence that Graduate Research Assistant funding will support the projected number of graduate students to be enrolled in the program. The program should explore opportunities for paid internships with state, local, and federal government agencies and partnering industries.</p>
8.	The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.	<p><b>Met with Strength</b></p> <p>The associated faculty have been very productive in teaching, research, and service. Detailed information of their accomplishments is listed in the proposal. The faculty have a successful track record of mentoring PhD students and acquiring external funding.</p>

ITEM: FF-4

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** UCF and Valencia College Partnership Agreement for Downtown Campus

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**Background:**

In August 2019, UCF will open a new campus in the heart of downtown Orlando in partnership with Valencia College. UCF Downtown will be home to select academic programs from the College of Community Innovation and Education, Nicholson School of Communication and Media, and A.A. and A.S. programs offered by Valencia College.

The campus will include the new Dr. Phillips Academic Commons, a renovated Center for Emerging Media, UnionWest a privately developed mixed-use student housing building managed by UCF Housing and Residence Life, a new UCF parking garage, a new central energy plant, and use of the Centroplex Parking Garage and adjacent support space.

Since 2014, Valencia has been a key partner in the design of the academic and student experience on the downtown campus. In addition to the Walt Disney School of Culinary and Hospitality, Valencia will offer lower division courses on the campus to both UCF and Valencia students.

In January 2016, Valencia committed \$2 million towards the construction of the Dr. Phillips Academic Commons in addition to their commitment to lease and buildout space for the Walt Disney School of Culinary and Hospitality in UnionWest.

To provide a consistent experience for our students, faculty, and staff on the shared campus and reduce the duplication of services, UCF and Valencia are entering into a partnership agreement to outline how we will share costs and provide lower division courses, share facilities, and provide shared services on the campus.

**Issues to be Considered:**

Whether to approve a partnership agreement with Valencia College on the downtown campus.

**Alternatives to Decision:**

Deny approval of the partnership agreement.

**Fiscal Impact and Source of Funding:**

Valencia College will contribute approximately \$1.2 million annually toward the operating costs of the downtown campus.

UCF will share one-third of the net commission generated from the Downtown Campus Store and Downtown Campus Vending with Valencia College.

**Recommended Action:**

Approve the partnership agreement with Valencia College.

**Authority for Board of Trustees Action:**

Delegation of Authority to the President, Items requiring specific approval of the board, 3. Contractual obligation of more than five (5) years' duration and an aggregate net value of five million or more dollars, options, renewals, extensions, or amendments thereto, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jennifer Cerasa.

**Committee Chair of Chairman of the Board Approved:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Form for Partnership Agreement

Attachment B: Letter from President Shugart (January 2015)

Attachment C: Letter from former Provost Whittaker (October 2015)

Attachment D: Letter from President Shugart (January 2016)

**Facilitators/Presenters:**

Mike Kilbride, Assistant Vice President, UCF Downtown

Jennifer Cerasa, Senior Associate General Counsel

## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	<p>In August 2019, UCF will open a new campus in the heart of downtown Orlando in partnership with Valencia College. UCF Downtown will be home to select academic programs from the College of Community Innovation and Education, Nicholson School of Communication and Media, and A.A. and A.S. programs offered by Valencia College.</p> <p>To provide a consistent experience for our students, faculty, and staff on the shared campus and reduce the duplication of services, UCF and Valencia are entering into a partnership agreement to outline how we will share costs and provide lower division courses, share facilities and provide shared services on the campus.</p>
<b>Parties</b>	<p>University of Central Florida Board of Trustees District Board of Trustees of Valencia Community College, Florida</p>
<b>Term</b>	<p>Initial Term: This Agreement shall be effective as of August 1, 2019 and terminates on June 30, 2029.</p> <p>Renewal Terms: The Term will be automatically renewed for two (2) successive ten (10) year terms thereafter, unless either party provides written notice of its intent to terminate or amend this Agreement, on or before 12 months preceding each renewal term.</p>
<b>Obligations of UCF</b>	<p>UCF grants first right to schedule instructional and lab space in certain areas.</p> <p>UCF Facilities will provide routine operations and maintenance for Valencia facilities, except unique operations that support the Valencia culinary and hospitality program.</p> <p>UCF selects bookstore operator and serves as contact.</p> <p>UCF selects third party operator to manage vending and serves as primary contact.</p> <p>UCF PD provide law enforcement and security operations. Including CCTV cameras, access controls.</p> <p>UCF responsible for maintaining daily crime log and issuing emergency alerts.</p>
<b>Obligations of other party</b>	<p>Valencia will purchase 75 reserved parking spaces. Valencia may purchase an addition 25 spaces.</p> <p>Provide learning support and tutoring.</p> <p>Joint participation in reporting items, including Clery reporting and emergency situations.</p>

<b>Financial terms</b>	<p>Provides for an annual update of operating costs on May 1 each year, to be confirmed by May 31<sup>st</sup>.</p> <p>Valencia Licensing Fee: based on actual POM costs for downtown Campus minus any state appropriations for owned space. For UCF leased space within UnionWest, it is actual lease cost.</p> <p>Valencia Facilities Service Fee: Actual POM costs, minus utilities, billed on a square foot basis.</p> <p>Technology update will be shared equally between parties in UCF owned/leased spaces, Valencia will be responsible for tech costs associated with Valencia leased space in UnionWest.</p> <p>Valencia pays 1/3 network connectivity charges.</p> <p>Revenue sharing of Bookstore- UCF will pay Valencia one third of net commissions collected from provider of the Downtown Campus store (commission minus amortized capital improvements).</p> <p>Vending Revenue- UCF will pay Valencia 1/3 of total commission collected for vending operations on Downtown Campus.</p> <p>Valencia pays \$50k in year one for access to Rec and Wellness Center.</p>
<b>Termination rights</b>	N/A
<b>Additional terms</b>	<p>Mutual grant of license to each party to use or access each other's owned or leased premises.</p> <p>Student parking decals will be purchased through UCF.</p> <p>Tuition waiver provided to all UCF students to be charged the Valencia tuition rate for Co-Listed courses.</p>
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/FFC-3-Facilities-License-Agreement-070219-for-Approval.pdf">https://bot.ucf.edu/files/2019/07/FFC-3-Facilities-License-Agreement-070219-for-Approval.pdf</a>

Attachment B

# VALENCIA COLLEGE

January 28, 2015

John Hitt, Ph.D.  
President  
University of Central Florida

Dear John:

I would like to provide a brief update on Valencia's planning for the partnership campus in downtown Orlando.

First, we are delighted to be partnered with you in this important work and especially take to heart the responsibility to bring services to residents already in and near the proposed site.

We are planning with your team to provide a full complement of lower division and general education coursework and to collaborate, seamlessly, on the services that wrap around them. These courses will be available to students seeking Valencia A.S. degrees, A.A. degrees as a part of DirectConnect to UCF, and UCF students. In addition, we acknowledge that UCF will also offer a streamlined set of general education courses to insure that UCF first time in college students will have the choice to meet their general education requirements with UCF taught courses on the downtown campus.

Signature programs in planning for relocation to the downtown site include computer graphics and interactive design and the Walt Disney World Center for Hospitality and Culinary arts, comprising a suite of majors related to hospitality management and, obviously, high level culinary training. Slightly more than 2,000 students are currently enrolled in these programs. Additionally, while not relocating them, we plan to expand programming in arts and entertainment to the site, including film technology, music recording technology, etc.

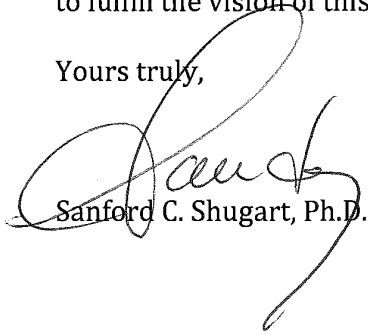
Our short- and long-term programmatic plans for the downtown site do not duplicate academic programs planned to be offered by UCF. We will continue our longstanding commitment to offer complementary programs that complete high-demand academic and workforce pathways in Central Florida and to extend residents a broader on ramp to high education.

All of these decisions have been vetted with Valencia's Board of Trustees, and the college already has approval for a downtown campus from the State Board of Education going back many years – the authority under which our Downtown Center operated on the corner of Orange Avenue and Church Street.



Please know that Valencia will continue to work vigorously in partnership with the university to fulfill the vision of this important investment in the future of Orlando.

Yours truly,

A handwritten signature in black ink, appearing to read "Sanford", written over the printed name below it.

Sanford C. Shugart, Ph.D.

Attachment C



Office of the Provost and Executive Vice President

October 19, 2015

Dr. Sanford Shugart  
President  
Valencia College  
P.O. BOX 3028  
Orlando, Florida 32802

Re: Letter of Assurance regarding UCF Downtown Academic Building

Dear President Shugart:

The University of Central Florida in partnership with Valencia College is striving to develop a 21st-century campus in downtown Orlando. This full-service campus would be located on an approximately 15-acre site donated by the City of Orlando and include a new academic building, the renovation of an existing facility, student services, academic support, housing, parking, and recreation and health services.

Our combined efforts will result in a world-class, best-in-the-nation site for academic and research innovation, collaborative partnerships, and community and industry engagement. UCF hereby assures Valencia College that any funding provided toward the project will be used to construct the new academic building in the heart of the downtown campus.

The downtown campus expands UCF's long-standing partnership with Valencia, which would relocate complementary programming and offer non-duplicated coursework. In addition to UCF course offerings, this new academic building will provide learning and faculty office space to support the full complement of courses required to receive a Valencia College associate's degree.

We recognize the opportunity for both UCF and Valencia to enhance access to degree attainment and quality of education through our DirectConnect to UCF program, and look forward to collaborative and collegial interactions between the administration, faculty, staff, and students of both institutions at the downtown campus.

As part of this assurance, UCF and Valencia will work together to provide a shared lower-division strategy that eliminates course duplication. In addition, both institutions will create a common student experience that focuses on student success, working to further streamline the academic experience and transfer/transition process between institutions.

Valencia will offer the lower-division courses at the downtown campus. UCF will provide specific downtown program prerequisites not offered by Valencia, and all downtown students will have access to and benefit from these courses.

October 19, 2015  
Letter of Assurance  
page two

Academic leadership teams from UCF and Valencia are working together through an advisory committee to deliver this shared experience, including efforts to enhance curricula alignment and pedagogy across lower-division education for the betterment and success of our students.

This committee, along with UCF and Valencia's leadership, is committed to the success of this shared strategy, and agrees to an assurance of quality and evidence of preparedness for upper-division courses offered at the downtown campus.

This joint assurance will include evaluations of lower-division learning outcomes by UCF and Valencia representatives every three years once the downtown campus opens to ensure all students' success toward graduation.

I look forward to reviewing the details with you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Dale Whittaker". The signature is fluid and cursive, with a long horizontal stroke at the end.

A. Dale Whittaker  
Provost and Executive Vice President  
University of Central Florida

ADW:cd

Attachment D



January 14, 2016

Dr. John Hitt, President  
University of Central Florida

Dear Dr. Hitt:

It is our intention that the partnership arrangement in the downtown campus accomplish two important objectives: first, to connect relevant education programs more closely to the primary employers of their graduates, and second, to reduce the overall cost of college to our students through partnering with UCF even more deeply at this location.

I am writing to confirm Valencia College's commitment to Phase One of the proposed joint downtown campus. Specifically, the college will commit \$2 million to the construction of the initial joint-use facility. This investment is comprised of local revenue resources and will not include any state appropriated funds or student tuition and fees.

Valencia College further proposes to redeploy our Walt Disney World School for Hospitality and Culinary Arts from our West Campus, where it has outgrown existing facilities, to the downtown campus in facilities provided by the master developer. The fifty thousand square foot commitment will require the college only to finish out the fully shelled space and will carry no other building costs. Most of these very modest costs we anticipate to come through philanthropy, corporate in-kind gifts, and other local resources. We will not seek state capital funding for this component of the campus.

Finally, it is quite likely that Valencia College students attending both the downtown campus and other campuses will seek housing in the privately provided student housing solution downtown. This can be accomplished through an inter-institutional housing agreement such as we have used in the past.

Thank you for seeking this clarification. Please feel free to share it with others in the process as necessary. I look forward to extending what is already one of the finest higher education partnerships in the country into new and rewarding territory to the benefit of our students and community.

Yours truly,

A handwritten signature in black ink that reads "Sanford C. Shugart".

Sanford C. Shugart

ITEM: **FF-5**

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Centroplex Lease Agreement with City of Orlando

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**Background:**

In August 2019, UCF will open a new campus in the heart of downtown Orlando in partnership with Valencia College. UCF Downtown will be home to select academic programs from the College of Community Innovation and Education, Nicholson School of Communication and Media, and A.A. and A.S. programs offered by Valencia College.

The campus will include the new Dr. Phillips Academic Commons, a renovated Center for Emerging Media, UnionWest a privately developed mixed-use student housing building managed by UCF Housing and Residence Life, a new UCF parking garage, a new central energy plant, and use of the Centroplex Parking Garage and adjacent support space.

In February 2016, UCF and the City of Orlando executed a Memorandum of Understanding that outlined the basic framework of the terms of future agreements to be entered into between UCF and the City for the development of the new campus in downtown Orlando's Creative Village should the campus be approved by the Board of Governors and receive the needed state funding.

In the Memorandum of Understanding, the City committed to leasing the University the entire Centroplex I Garage, with a total of 603 parking spaces, and 10,000 square feet of adjacent retail space for a term of five years with an option to renew for three additional one-year periods. The City committed to the following payment terms:

- \$1 per space per year for 300 spaces
- \$52.50 per space per month for 303 spaces
- \$5,000 per month for 10,000 square feet of adjacent retail space

The parking garage will be managed by UCF Parking and Transportation Services to provide parking for students, faculty, and staff of the downtown campus. The retail space will house the UCF Police Department's Downtown Substation and Flying Horse Editions, a collaborative research studio for visual arts.

The attached lease formalizes UCF's agreement with the City of Orlando to support parking, safety, and space needs of the UCF Downtown campus.

**Issues to be Considered:**

Whether to approve a lease agreement with the City of Orlando for Centroplex I and 10,000 square feet of adjacent retail space to support the operations of UCF Downtown.

**Alternatives to Decision:**

Deny approval of the lease.

**Fiscal Impact and Source of Funding:**

The annual rent for the garage and adjacent retail space totals \$251,190 and will be funded by the Parking and Transportation Auxiliary Department.

**Recommended Action:**

Approve the lease agreement with the City of Orlando for Centroplex I and 10,000 square feet of adjacent retail space.

**Authority for Board of Trustees Action:**

Florida Statutes 1001.70

Florida Board of Governors Regulation 1.001, University Board of Trustees Power and Duties.

7k. Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and fines.

UCF-7.203 Real Property Leasing

UCF-7.208 Leases of 5,000 Square Feet or More

Delegation of Authority to President

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jennifer Cerasa.

**Committee Chair of Chairman of the Board Approved:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Page for Lease with the City of Orlando

**Facilitators/Presenters:**

Jennifer Cerasa, Senior Associate General Counsel

Mike Kilbride, Assistant Vice President, UCF Downtown

## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	<p>In the Memorandum of Understanding entered into between UCF and City of Orlando in February 2016, the City committed to leasing the University the Centroplex I Garage and interior retail space. The Centroplex 1 Garage Lease provides for the lease of 603 parking spaces, and 10,700 square feet of adjacent retail spaces.</p> <ul style="list-style-type: none"> <li>- \$1 per space per year for 300 spaces</li> <li>- \$52.50 per space per month for 303 spaces</li> <li>- \$5,000 per month for 10,000 square feet of adjacent retail space</li> </ul> <p>The garage will provide parking for students, faculty, and staff of the downtown campus. The retail space will house the UCF Police Department’s Downtown Substation and Flying Horse Editions, a collaborative research studio for visual arts.</p>
<b>Parties</b>	<p>City of Orlando University of Central Florida Board of Trustees</p>
<b>Term</b>	<p>Initial Term: 5 years, ending June 30, 2024. Option to Renew: Three (3) additional one (1) year terms.</p>
<b>Obligations of UCF</b>	<p>Responsible for maintenance of building (except capital). Responsible for submitting annual O&amp;M budget. Comply with permits, licenses, approvals, etc. necessary to operate. Comply with any rules and regulations established by the City. Use the City’s Greenworks Initiative Policy that prohibits single use plastic straws and single use plastic bags.</p>
<b>Obligations of other party</b>	<p>City is responsible for maintenance, repair and replacement of building systems, roof, exterior walls, building foundation and structural components. City is also responsible for repair and replacement of any item estimated in excess of \$100k.</p>
<b>Financial terms</b>	<ul style="list-style-type: none"> <li>- \$1 per space per year for 300 spaces</li> <li>- \$52.50 per space per month for 303 spaces</li> <li>- \$5,000 per month for 10,000 square feet of adjacent retail space (Retail Rent abatement for first 6 months)</li> <li>- Additional costs associated with utilities</li> </ul>
<b>Termination rights</b>	<p>Neither party may terminate this lease for its convenience. May terminate under certain condemnation or eminent domain situations. Contains the standard language making payment of lease subject to annual appropriations.</p>

<b>Additional terms</b>	<p>UCF is insuring through self-insurance and state GL policy. City is maintaining property insurance.</p> <p>LYNX will be permitted to continue to use a portion of the first floor of the garage for LYMMO during certain hours. This is for bus ingress/egress, passenger pick up and drop off and other associated uses. The City's Downtown Clean Team will continue to use a portion of the first floor for storage and parking of 3 vehicles. The City's Downtown Ambassadors will also have continued use of the bike lockers.</p> <p>UCF can upgrade fountain and landscaping on the property, may install IT and blue lights, and provide security.</p>
<b>Link to agreement</b>	<p><a href="https://bot.ucf.edu/files/2019/07/FFC-4-Centroplex-I-Garage-Lease-Contract.pdf">https://bot.ucf.edu/files/2019/07/FFC-4-Centroplex-I-Garage-Lease-Contract.pdf</a></p>



**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Addendum to Management Agreement between Creative Village SHP Owner, LLC and UCF Board of Trustees

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**Background:**

Creative Village SHP Owner, LLC and UCF subsequently entered into a Management Agreement dated October 8, 2018, whereby Owner selected UCF, and UCF accepted, the appointment to manage and market the Housing Component, referred to as UnionWest. The Management Agreement acknowledges that a portion of the student beds will be leased to Valencia students and requires Owner, Valencia, and UCF to enter into an Addendum to the Management Agreement to allocate the number of student beds to Valencia.

**Issues to be Considered:**

1. To achieve the highest occupancy rates possible.
2. Provide an equitable mix of both UCF and Valencia students in UnionWest Housing.

**Alternatives to Decision:**

Provide an alternative mix of beds assigned and/or a revised schedule to release the beds to either party.

**Fiscal Impact and Source of Funding:**

N/A.

**Recommended Action:**

Approve Addendum to Management Agreement

**Authority for Board of Trustees Action:**

Delegation of Authority to the President, Items requiring specific approval of the Board, 3. Contractual obligation of more than five (5) years' duration and an aggregate net value of five million or more dollars, options, renewals, extensions, or amendments thereto, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jennifer Cerasa.

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Form for Addendum to Management Agreement between Creative Village SHP Owner, LLC and UCF Board of Trustees

**Facilitators/Presenters:**

Jennifer Cerasa, Senior Associate General Counsel

Mike Kilbride, Assistant Vice President for Downtown

Peter Mitchell, Director of Business & Finance and Auxiliary Services, UCF Housing and Residence Life

### Summary of Agreement

<b>Purpose/Background</b>	UCF previously entered into a Management Agreement on October 8, 2018 with Creative Village SHP Owner, LLC (Owner) to provide the UCF would manage and market the privately-owned student housing project now known as UnionWest. The Management Agreement contemplated that UCF, Valencia and the Owner would enter into a future addendum where the parties agreed upon an allocation of the student housing beds between UCF and Valencia. This Addendum to Management Agreement sets forth the allocation of the 600 student beds between Valencia and UCF and provides for a tiered release approach.
<b>Parties</b>	University of Central Florida Board of Trustees Creative Village SHP Owner, LLC
<b>Term</b>	Runs concurrently with the Management Agreement. Management Agreement is a twenty (20) year term, expiring on July 31, 2039.
<b>Obligations of UCF</b>	Reserve 200 beds from October 1 – May 15 <sup>th</sup> for Valencia. On May 15 <sup>th</sup> , if housing applications for Valencia total 150+, 200 beds remain reserved; If applications total <150, 50 beds are released back to UCF. On June 20 <sup>th</sup> , if housing applications for Valencia total 125+, 150 beds remain reserved, if applications are between 100 and 125, 25 beds are released; if applications are between 50 and 100, 50 beds are released to UCF; and if applications total < 50, 100 beds are released to UCF. On July 15 <sup>th</sup> , there are no more reservations set aside for Valencia and applications are on a first come first serve basis. If 200 completed housing applications reach 200 and UnionWest is not at full occupancy, the beds reserved for Valencia may increase.
<b>Obligations of other party</b>	N/A
<b>Financial terms</b>	N/A
<b>Termination rights</b>	Automatically expires or terminates with the Management Agreement. Management Agreement provides several termination options for cause, including for breach of Management Agreement, Lease Agreement or Project Agreement.

<b>Additional terms</b>	N/A
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/FFC-5-Addendum-to-Mangement-Agreement.pdf">https://bot.ucf.edu/files/2019/07/FFC-5-Addendum-to-Mangement-Agreement.pdf</a>

ITEM: FF-7

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Sublease of South Orlando Campus to Orange County

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**Background:**

In 2015, Orange County Board of County Commissioners executed a resolution in support of the UCF Downtown Campus, where in it committed \$3 million towards the construction of the UCF downtown campus, contingent upon (among other items that have been satisfied) the execution of a long term lease to the County at nominal consideration for the property known as the UCF of South Orlando Center located at 7300 Lake Ellenor Drive.

This proposed sublease is the final step in obtaining Orange County's commitment. The property is generally located near the intersection of West Oak Ridge Road and South Orange Blossom Trail. It is owned by the Board of Internal Improvement Trust Fund and was leased to UCF as part of the Master Lease 2721. The property has previously been used for overflow parking by a neighboring business, and a neighboring elementary school had constructed a baseball field on the property. However, UCF has no university related purpose to continue to lease the property and previously had discussed removing the property from the Master Lease. Subsequently, Orange County expressed interest in subleasing the property to build a public park and recreational facility, which may include after-school programs, meeting space for community classes and gatherings, and athletic fields.

**Issues to be Considered:**

The property has been sitting vacant for quite some time and has been a drain on the university to maintain and keep secure. The County will be constructing the park, and will be responsible the costs of upkeep and maintenance of the property.

The property had a previous environmental condition, but recent studies show the contamination has been resolved. An adjacent property, known as the Ashland Site, has an existing approved clean up due to environmental contamination but the South Orlando Center site is no longer monitored as part of the clean-up. Orange County has asked UCF to indemnify the County against any existing environmental issues, however, there is an exclusion for any future use of the property by the County which may exacerbate or create new issues.

**Alternatives to Decision:**

Return the property to the state.

**Fiscal Impact and Source of Funding:**

N/A.

**Recommended Action:**

Recommend approval of the Sublease Agreement to Orange County, Florida

**Authority for Board of Trustees Action:**

UCF BOT Policy Delegation of Authority to the President- Items requiring specific approval of the Board  
(3)

**Contract Reviewed/Approved by General Counsel:**

Jennifer Cerasa, Senior Associate General Counsel

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Contract Summary Form

**Facilitators/Presenters:**

Jennifer Cerasa, Senior Associate General Counsel

Fred Kittinger, Senior Associate Vice President, Government Relations

## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	<p>In 2015, Orange County Board of County Commissioners executed a resolution in support of the UCF Downtown Campus, where in it committed \$3 million towards the construction of the UCF downtown campus, contingent upon (among other items that have been satisfied) the execution of a long term lease to the County at nominal consideration for the property known as the UCF of South Orlando Center located at 7300 Lake Ellenor Drive.</p> <p>The property is generally located near the intersection of West Oak Ridge Road and South Orange Blossom Trail. It is owned by the Board of Internal Improvement Trust Fund and was leased to UCF as part of the Master Lease 2721. Orange County plans to build a public park and recreational facility, which may include after-school programs, meeting space for community classes and gatherings, and athletic fields.</p>
<b>Parties</b>	University of Central Florida Board of Trustees Orange County, Florida
<b>Term</b>	50 years
<b>Obligations of UCF</b>	Reasonably cooperate with County in securing any necessary easement rights.
<b>Obligations of other party</b>	<p>Submit a land use plan for the subleased premises to the Division of State Lands.</p> <p>Maintain insurance.</p> <p>Pay any taxes, assessments or utility fees.</p> <p>Maintain the property.</p>
<b>Financial terms</b>	County will provide a \$3 million commitment towards the construction of the downtown campus.
<b>Termination rights</b>	UCF can terminate upon breach of sublease after 60 days written notice.
<b>Additional terms</b>	The property recently received a Site Completion Rehabilitation Order (SRCO) for minor petroleum contamination associated with a heating oil underground storage tank that was previously identified on the site. The property also has groundwater monitoring wells on site, as part of an adjacent property clean up being conducted by a third-party

	<p>under an order enforced by FDEP; however, the groundwater wells are no longer sampled. UCF will indemnify the County for any existing environmental conditions, but not for future contamination and/or contamination that is exacerbated by the County's occupancy and use.</p>
<b>Link to agreement</b>	<p><a href="https://bot.ucf.edu/files/2019/07/Lake-Ellenor-Sublease-7-1-19.pdf">https://bot.ucf.edu/files/2019/07/Lake-Ellenor-Sublease-7-1-19.pdf</a></p>



**UCF BOARD OF TRUSTEES**

**July 18, 2019**

**Title:** UCFAA Fifth Third Bank Lines of Credit Renewal

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**Background:**

**Reducing Revolving Line (Construction):**

This line of credit was originally opened in 2004 for the purpose of constructing facilities for women's sports. The original amount of the line was \$4.5 million and was increased to \$8.5 million in 2006 to help facilitate initial costs of Spectrum Stadium and additional needs once the stadium bonds were issued and the line was reimbursed for the initial expenses. Each year, the line is renewed and includes a negotiated principal payment. The interest rate on this line is tax-exempt. No more draws are available on the line, and the balance owed is \$5,375,000.

**Revolving Line (Operating):**

This line of credit is to assist UCFAA with cash flow timing issues. This line is in the amount of \$5,000,000 but must "rest" with a zero balance for 14 consecutive days. The line was rested this year in April. The interest rate on this line is at a taxable rate.

**Issues to be Considered:**

Construction Line: Interest rate will change from 67 percent of 30-day LIBOR Rate plus 1.34 percent to 79 percent of 30-day LIBOR Rate plus 1.34 percent. Principal payment of \$295,000 will be due on July 15, 2020.

Operating Line: Interest rate is 30-day LIBOR Rate plus 2.0 percent. Line is automatically paid down as deposits are made into UCFAA's operating accounts. UCFAA pays an unused fee of 0.45 percent on the average unused balance every quarter.

**Alternatives to Decision:** Request management to explore alternative funding options.

**Fiscal Impact and Source of Funding:** UCFAA budgets from its operating budget approximately \$500,000 annually for principal and interest on both notes and the unused fee on the operating line.

**Recommended Action:**

Approval of loan renewals.

**Authority for Board of Directors Action:**

UCFAA Bylaws

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

**Submitted by:** Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A: Certificate of Organizational Documents, Resolutions, and Incumbency

Attachment B: Resolutions of the Board of Directors of UCF Athletics Association, Inc.

Attachment C: Eight Modification of Renewal Revolving Note and Other Loan Documents

Attachment D: Sixth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and  
Other Loan Documents

**Facilitators/Presenters:** Brad Stricklin, Executive Associate Athletics Director, CFO

**CERTIFICATE OF ORGANIZATIONAL DOCUMENTS,  
RESOLUTIONS AND INCUMBENCY**

As of **July 20**, 2019

This Certificate is delivered in connection with the renewal, extension and modification of certain existing extensions of credit by **FIFTH THIRD BANK**, an Ohio banking corporation (the "Bank") to **UCF ATHLETICS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association") pursuant to (i) that certain Amended and Restated Loan Agreement dated as of December 31, 2013 (as further amended, supplemented or otherwise modified at any time or from time to time, the "Reducing Revolving Loan Agreement") and the loans thereunder with a current outstanding principal amount of \$5,375,000.00 (the "Reducing Revolving Loan") evidenced by that certain Renewal Reducing Revolving Line of Credit Promissory Note dated December 31, 2013 in the original principal amount of \$6,774,999.53 made by the Association payable to the Bank (as further amended, supplemented, renewed or otherwise modified at any time or from time to time, the "Reducing Revolving Loan Note"), each are modified by that certain First Modification and Renewal of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 3, 2014, that certain Second Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 5, 2015, that certain Third Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 4, 2016, that certain Fourth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 3, 2017, and that certain Fifth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of June 30, 2018 (collectively, as further amended, supplemented or otherwise modified at any time or from time to time, the "Reducing Revolving Loan Documents"), and (ii) that certain revolving line of credit loan (the "Operating Revolving Loan") evidenced by that certain Revolving Note dated as of December 31, 2009 in the principal amount of \$1,200,000.00 made by the Association and payable to the Bank, as amended and increased by that certain Renewal and Increase Revolving Note dated as of July 27, 2012 in the principal amount of \$2,000,000.00, as modified by that certain First Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 12, 2013, by that certain Second Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of December 31, 2013, by that certain Third Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 11, 2014, by that certain Fourth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 10, 2015, by that certain Fifth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 20, 2016, as modified and increased to the principal amount of \$5,000,000.00 by that certain Sixth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of July 3, 2017, and as modified by that certain Seventh Modification of Renewal Revolving Note and Other Loan Documents dated as of June 30, 2018 (as further amended, supplemented, renewed or otherwise modified at any time or from time to time, the "Operating Revolving Loan Note"), and collectively with the Reducing Revolving Loan Documents, the "Loan Documents").

The undersigned hereby certify that, as of the date hereof, they hold the offices of the Association set forth underneath their names, that they have the authority to execute this Certificate on behalf of the Association and that:

1. The copy of the Articles of Incorporation of the Association attached hereto as **Exhibit "A"** is a true, correct and complete copy of the Articles of Incorporation of the Association, and except as reflected in **Exhibit "A"** has not been further amended, modified or supplemented as of the date hereof; and

2. The copy of the Bylaws of the Association attached hereto as **Exhibit "B"** is a true, correct and complete copy of the Bylaws of the Association, and except as reflected in **Exhibit "B"** has not been further amended, modified or supplemented as of the date hereof; and
3. Said Articles of Incorporation and Bylaws have not been rescinded or modified and continue in full force and effect as of the date hereof and no proceedings are pending for the forfeiture of said Articles of Incorporation or for the Association's dissolution, voluntarily or involuntarily.
4. The Association is duly organized and its status is active under the laws of the State of Florida and attached hereto as **Exhibit "C"** is a certificate of the Secretary of the State of the State of Florida attesting to the active status of the Association.
5. Attached hereto as **Exhibit "D"** is a true, correct and complete copy of the resolutions (the "**Resolutions**"), duly adopted by the Board of Directors of the Association on June 14, 2019; that said resolutions were adopted in conformity with the Articles of Incorporation and Bylaws of the Association; that said Resolutions have not been amended, modified or rescinded and remain in full force and effect as of the date hereof; that there is no provision in the Articles of Incorporation or Bylaws of the Association limiting the power of the Board of Directors to pass the Resolutions; and that we can certify to the minutes of the Board of Directors.
6. All franchise and other taxes required to maintain the Association's corporate existence have been paid when due and none of such taxes are delinquent. The Association has all requisite power to carry on its business as it presently being conducted and as proposed to be conducted.
7. The Association has not been served with notice of any suits or proceedings pending in any court of law or before any regulatory agency, commission, board or other administrative governmental agency against or affecting the Association which would have a materially adverse effect on the Association's ability to meet its obligations under the terms of the documents executed or to be executed in connection with the transactions contemplated in the Resolutions and to the best knowledge of the undersigned, none are threatened that have not been reflected on the most recent financial statements of the Association provided to the Bank.
8. To the best knowledge of the undersigned, the Association is not the subject of any judgment or order of any governmental agency or entity or any court of law, which would have a materially adverse effect on the Association's ability to meet its obligations hereunder or under any of the Loan Documents.
9. The Association has, as of the date hereof, complied with all of its duties and obligations and all of the conditions set forth in the Reducing Revolving Loan Agreement, the Operating Revolving Loan Note and each of the other Loan Documents executed by the Association in connection therewith.
10. That no default or event of default under the Reducing Revolving Loan Documents, the Operating Revolving Loan Note or any of the other Loan Documents executed and delivered by the Association to and in favor of the Bank and no condition, event, act or omission which, with the giving of notice or the lapse of time or both, would constitute a default or event of default under the Reducing Revolving Loan Documents, the Operating Revolving Loan Note or any of such other Loan Documents has occurred and is continuing or exists as of the date hereof.
11. Each of the following persons listed below is the duly elected, qualified and acting incumbent of the office of the Association set forth opposite his name below, and the signature appearing opposite his name is his true and genuine signature, as the same may appear on documents executed pursuant to the Resolutions:

<u>Name</u>	<u>Signature</u>	<u>Office</u>
Dr. Daniel J. White	_____	President
Dr. Thad Seymour	_____	Chair

**IN WITNESS WHEREOF**, we have hereunto set our hands as President and Secretary, respectively, of the Association, effective as of the date first written above.

**UCF ATHLETICS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Name: Dr. Daniel J. White  
Title: President

By: \_\_\_\_\_  
Name: Dr. Thad Seymour  
Title: Chair

**EXHIBIT "A"**

**Articles of Incorporation**

See Attached.

**EXHIBIT "B"**

**Bylaws**

See Attached.



**EXHIBIT "C"**

**Certificate of Good Standing**

See Attached.

**EXHIBIT "D"**

**Resolutions**

See Attached.

## Attachment B

AA-2

**RESOLUTIONS OF THE  
BOARD OF DIRECTORS  
OF  
UCF ATHLETICS ASSOCIATION, INC,**

Effective as of June 14, 2019

“**WHEREAS, FIFTH THIRD BANK**, an Ohio banking corporation (hereinafter referred to as the “Bank”) previously extended to **UCF ATHLETICS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “Association”), extensions of credit pursuant to (i) that certain Amended and Restated Loan Agreement dated as of December 31, 2013 (as further amended, supplemented or otherwise modified at any time or from time to time, the “Reducing Revolving Loan Agreement”) and the loans thereunder with a current outstanding principal amount of \$5,655,000.00 (the “Reducing Revolving Loan”) evidenced by that certain Renewal Reducing Revolving Line of Credit Promissory Note dated December 31, 2013 in the original principal amount of \$6,774,999.53 made by the Association payable to the Bank (as further amended, supplemented, renewed or otherwise modified at any time or from time to time, the “Reducing Revolving Loan Note”), each are modified by that certain First Modification and Renewal of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 3, 2014, that certain Second Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 5, 2015, that certain Third Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 4, 2016, that certain Fourth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 3, 2017, and that certain Fifth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of June 30, 2018 (collectively, as further amended, supplemented or otherwise modified at any time or from time to time, the “Reducing Revolving Loan Documents”), and (ii) that certain revolving loan (the “Operating Revolving Loan”) evidenced by that certain Revolving Note dated as of December 31, 2009 in the original principal amount of \$1,200,000.00 made by the Association and payable to the Bank, as amended and increased by that certain Renewal and Increase Revolving Note dated as of July 27, 2012 in the principal amount of \$2,000,000.00, as modified by that certain First Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 12, 2013, by that certain Second Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of December 31, 2013, by that certain Third Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 11, 2014, by that certain Fourth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 10, 2015, by that certain Fifth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 20, 2016, as modified and increased to the principal amount of \$5,000,000.00 by that certain Sixth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of July 3, 2017, and as modified by that certain Seventh Modification of Renewal Revolving Note and Other Loan Documents dated as of June 30, 2018 (as further amended, supplemented, renewed or otherwise modified at any time or from time to time, the “Operating Revolving Loan Note”, and collectively with the Reducing Revolving Loan Documents, the “Loan Documents”); and

**WHEREAS**, the Reducing Revolving Loan and the Operating Revolving Loan are currently secured, *inter alia*, by 100% of the student athletic fee receipts received by the Borrower from the University of Central Florida which are imposed by the University on its students pursuant to Florida law, and specifically Section 1009.24, Florida Statutes; and

**WHEREAS**, neither the Reducing Revolving Loan and the Operating Revolving Loan have matured and (a) the Association has requested the Bank to (i) extend the maturity of the Reducing Revolving Loan to July 19, 2020, and to make certain other amendments to the Reducing Revolving Loan Documents as set forth in that certain Sixth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and other Loan Documents to be dated effective as of [July 20], 2019 substantially in the form attached hereto as Exhibit A (the “Sixth Modification”), and (ii) extend the maturity of the Operating Revolving Loan to July 19, 2020, and to make certain other amendments to the Operating Revolving Loan Note as set forth in that certain Eighth Modification of Renewal Revolving Note and other Loan Documents to be dated effective as of [July 20], 2019 substantially in the form attached hereto as Exhibit B (the “Eighth Modification”), and (b) the Bank has agreed to do so provided (x) the Association agrees to execute and deliver to the Bank the Sixth Modification and to perform its obligations thereunder, including without limitation making an annual principal payment on the Reducing Revolving Loan in the amount of \$280,000.00 on or before July 15, 2019, and making the other annual payments set forth in the principal payment schedule for each succeeding July 15 as set forth in the Sixth Modification, with the entire outstanding principal balance and all accrued interest due and payable on the maturity date (as the same may be further extended from time to time by the Bank), and (y) the Association agrees to execute and deliver to the Bank the Eighth Modification and to perform its obligations thereunder, including without limitation making the modified annual unused fees as set forth in the Eighth Modification, and (z) the Association agrees to execute and deliver to the Bank such other documents, instruments or agreements as may be requested or required by the Bank in connection therewith (collectively, the “Amendment Documents”); and

**WHEREAS**, it is in the best interests of the Association that the Loan Documents be so amended, modified and restated.

**NOW, THEREFORE:**

**BE IT RESOLVED THAT** this Association (a) ratifies and approves the modifications to the Reducing Revolving Loan and the Operating Revolving Loan as set forth in the Sixth Modification and the Eighth Modification, respectively, (b) agrees to execute and deliver with and to the Bank the Amendment Documents and such other documents, instruments or agreements as the Bank may request or require in connection therewith, and (c) authorizes the payment of the fees and expenses of the Bank charged or incurred in connection with the Amendment Documents and the transactions described therein and/or contemplated thereby; and

**BE IT FURTHER RESOLVED THAT** Dr. Daniel J. White, as the President of the Association, and Dr. Thad Seymour, as the Chairman of the Association (the “Authorized Representatives”) be and they hereby each and all are authorized, empowered and directed in the name and on behalf of this Association, and with or without its corporate seal, to make, enter into, execute and deliver with and to the Bank the Amendment Documents and any other

instruments, documents or agreements which such Authorized Representative in his/her sole discretion deems necessary or appropriate and which may be requested or required by the Bank in connection with the Reducing Revolving Loan and the Operating Revolving Loan, the respective renewals thereof and the amendments thereto set forth in the Sixth Modification and the Eighth Modification, respectively, and to carry out and fulfill the purposes and intent of the Resolutions contained herein including, but not limited to, the documents and instruments set forth in these Resolutions; and

**BE IT FURTHER RESOLVED THAT** in regard to the matters set forth in these Resolutions, any one or more of the persons authorized to act on behalf of the Association pursuant to these Resolutions may continue to act on behalf of the Association in the future as to all matters relating to the Reducing Revolving Loan and the Operating Revolving Loan and the matters set forth in these Resolutions, including, without limitation, the execution and delivery of any additional documents to the Bank in connection with any further amendment, modification, renewal or extension of the Reducing Revolving Loan and the Operating Revolving Loan, without any requirement on the part of the Bank to obtain any additional certificate from any officer of the Association or for any further actions to be taken by this Board of Directors; and

**BE IT FURTHER RESOLVED THAT** the Secretary of the Association and/or any other officer of this Association be, and he or she hereby is, authorized and directed to furnish the Bank with a copy of the foregoing Resolutions and to certify the same, and to certify that the provisions of said Resolutions are in conformity with the Articles of Incorporation and Bylaws of this Association and that said Resolutions are in full force and effect and have not been rescinded or modified; and the Bank shall be indemnified and saved harmless by this Association from any and all claims, demands, expenses, costs and damages resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used) of any officer whose name and signature was so certified, or refusing to honor any signature or authority not so certified; and

**BE IT FURTHER RESOLVED THAT** the foregoing Resolutions are adopted in addition to, and not in replacement or limitation of, and shall not be limited by, any and all other Resolutions heretofore adopted by this Association governing any transaction with or involving the Bank, and the foregoing Resolutions contained herein shall continue in force until express written notice of their prospective rescission or modification, as to future transactions not then existing or committed for by the Bank, has been furnished to and received by the Bank; and

**BE IT FURTHER RESOLVED THAT** any and all prior and existing agreements and transactions by or on behalf of this Association with the Bank be and the same hereby are in all respects ratified, approved and confirmed.

Exhibit A to Resolutions

Form of Sixth Modification

See Attached.

Exhibit B to Resolutions

Form of Eighth Modification

See Attached.

Attachment C

**EIGHTH MODIFICATION OF  
RENEWAL REVOLVING NOTE  
AND OTHER LOAN DOCUMENTS**

**THIS EIGHTH MODIFICATION OF RENEWAL REVOLVING NOTE AND OTHER LOAN DOCUMENTS** (this “Modification”) is executed on the 20<sup>th</sup> day of July, 2019, by and between **FIFTH THIRD BANK**, an Ohio banking corporation (“Lender”), whose address is 200 East Robinson Street, Suite 1000, Orlando, Florida 32801, and **UCF ATHLETICS ASSOCIATION, INC.**, a Florida not-for-profit corporation (“Borrower”), whose address is 4465 Knights Victory Way, Building 135, Orlando, Florida 32816.

**WITNESSETH:**

**WHEREAS**, Borrower is indebted to Lender under a \$5,000,000.00 revolving line of credit loan (the “Loan”) as evidenced by that certain Renewal and Increase Revolving Note executed by Borrower in favor of Lender, effective as of July 27, 2012, as modified by that certain First Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 12, 2013, by that certain Second Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of December 31, 2013, by that certain Third Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 11, 2014, by that certain Fourth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 10, 2015, by that certain Fifth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of June 20, 2016, by that certain Sixth Modification of Renewal and Increase Revolving Note and Other Loan Documents dated as of July 3, 2017, and by that certain Seventh Modification of Renewal Revolving Note and Other Loan Documents dated as of June 30, 2018 (collectively as modified, the “Note”), with a Maturity Date of July 20, 2019, and other related loan documents (as the same may be amended, supplemented or otherwise modified at any time or from time to time, collectively, the “Loan Documents”); and

**WHEREAS**, in accordance with the terms of the Note, the Borrower has requested the Lender to renew and extend the Loan for an additional Extension Period to July 19, 2020, and the Lender has agreed to do so, provided the Borrower executes this Modification and reaffirms and amends the pledge of collateral securing the Loan as set forth herein.

**NOW THEREFORE**, in consideration of the premises hereof, and the mutual covenants contained herein, and the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid by Borrower to Lender, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. All of the foregoing recitations are true and correct and are hereby incorporated herein and made a part hereof.
2. Representations of Borrower. In order to induce Lender to enter into this Agreement, Borrower does hereby acknowledge, represent and warrant to and in favor of Lender that: (a) the indebtedness represented by the Note is due from Borrower to Lender in accordance with the terms of the Note as modified, free



from any defense, claim, or right to set-off; (b) as of July 20, 2019, the outstanding principal balance was \$[0.00], and (c) there are no suits, judgments, bankruptcies or executions pending against Borrower in any court which could in any way materially affect Borrower's ability to make payments of obligations due on the Loan.

3. Amendments to Note. The Note and the other Loan Documents are hereby amended as of the date of this Modification as follows:

- (a) The definition of the term “Maturity Date” in the first line of Section 1 of the Note is hereby amended by deleting “July 20, 2019” and inserting “July 19, 2020” in place thereof.
- (b) The following new Section 21 shall be added to the Note immediately after the current Section 20:

“21. **LIBOR REPLACEMENT PROVISIONS.** In the event that the LIBOR Rate ceases to be published or made available, the Interest Rate hereunder will be based on the Base Rate or other replacement index, and any applicable margin adjusted, in each case as determined in accordance with the following provisions.

(A) Temporary Inability: In the event, prior to commencement of any Interest Period, Lender shall determine that: (i) deposits in U.S. Dollars (in the applicable amounts) are not being offered to it in the London Interbank Offered Rate market for such Interest Period, (ii) by reason of circumstances affecting the London Interbank Offered Rate Market adequate and reasonable methods do not exist for ascertaining the LIBOR Rate, (iii) the LIBOR Rate as determined by Lender will not adequately and fairly reflect the cost to Lender of funding Borrowings evidenced by this Note for such Interest Period, or (iv) the making or funding of Borrowings evidenced by this Note become impracticable; then, Lender shall promptly provide notice of such determination to Borrower (which shall be conclusive and binding on Borrower), and (x) any request for a Borrowing under this Note or for a continuation of an outstanding Borrowing evidenced by this Note shall be automatically withdrawn and shall be deemed a request for a Borrowing or continuation based on the Base Rate, (y) each outstanding Borrowing evidenced by this Note will automatically, on the last day of the then current Interest Period relating thereto, accrue interest at the Interest Rate based on the Base Rate, and (z) the obligations of Lender to make Borrowings under this Note shall be suspended until Lender determines that the circumstances giving rise to such suspension no longer exist, in which event Lender shall so notify Borrower,

(B) Permanent Inability: (i) In the event, Lender shall determine (which determination shall be deemed presumptively correct absent manifest error) that: (a) the circumstances set forth in the immediately preceding paragraph have arisen and such circumstances are unlikely to be temporary;

(b) a public statement or publication of information (1) by or on behalf of ICE Benchmark Administration Limited (or any Alternate LIBOR Source) (the “LIBOR Administrator”); or by the regulatory supervisor for the LIBOR Administrator, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the LIBOR Administrator, a resolution authority with jurisdiction over the LIBOR Administrator, or a court or an entity with similar insolvency or resolution authority over the LIBOR Administrator; in each case which states that such LIBOR Administrator has ceased or will cease to provide the LIBOR Rate, permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor LIBOR Administrator that will continue to provide the LIBOR Rate, (2) by the LIBOR Administrator that it has invoked or will invoke, permanently or indefinitely, its insufficient submissions policy, or (3) by the regulatory supervisor for the LIBOR Administrator or any Governmental Authority having jurisdiction over Lender announcing that the LIBOR Rate is no longer representative or may no longer be used;

(c) a LIBOR Rate is not published by the LIBOR Administrator for five (5) consecutive Business Days and such failure is not the result of a temporary moratorium, embargo or disruption declared by the LIBOR Administrator or by the regulatory supervisor for the LIBOR Administrator; or

(d) a new index rate has become a widely-recognized replacement benchmark rate for the LIBOR Rate in newly originated loans denominated in U.S. Dollars in the U.S. market;

then Lender may, in its sole discretion, amend this Note and any other applicable Loan Document as described below to replace the LIBOR Rate with an alternative benchmark rate, and to modify the applicable margins and make other related amendments, in each case giving due consideration to any evolving or then existing convention for similar US Dollar-denominated credit facilities, or any selection, endorsement or recommendation by a relevant governmental body with respect to such facilities.

(ii) Lender shall provide notice to Borrower of an amendment of this Note and any other applicable Loan Document to reflect the replacement index, adjusted margins and such other related amendments as may be appropriate, in the sole discretion of Lender, for the implementation and administration of the replacement index-based rate. Notwithstanding anything to the contrary in this Note or the other Loan Documents, such amendment shall become effective without any further action or consent of any other party to this Note or other applicable Loan Document upon delivery of notice to Borrower.

(iii) For the avoidance of doubt, following the date when a determination is made pursuant to clause (B)(i), above, and until a replacement index has been selected and implemented in accordance with the terms and conditions of clause (B)(i) and (ii), at Lender’s election, all outstanding Borrowings under this Note shall accrue interest at, and the Interest Rate shall be, equal to the Base Rate.

(C) Notwithstanding anything to the contrary contained herein, if at any time the replacement index is less than zero, then at such times, such index shall be deemed to be zero for purposes of this Note.

“Base Rate” means, for any day, a rate per annum equal to the greater of (i) the Prime Rate in effect on such day and (ii) the Federal Funds Effective Rate in effect on such day plus ½ of 1%. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

“Prime Rate” means the rate of interest quoted in the print edition of *The Wall Street Journal*, Money Rates Section, as the U.S. Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation’s thirty (30) largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“Federal Funds Effective Rate” means for any day, the rate per annum (expressed, as a decimal, rounded upwards, if necessary, to the next higher 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Lender on such day on such transactions as determined by Lender.”

4. Reaffirmation of Pledge. Borrower hereby acknowledges, agrees and reaffirms that the following collateral secures Borrower’s obligations under the Loan: 100% of the student athletic fee receipts received by the Borrower from the University of Central Florida which are imposed by the University on its students pursuant to Florida law, and specifically Section 1009.24, Florida Statutes (which collateral also secures the Borrower’s obligations under that certain Renewal Reducing Revolving Line of Credit Promissory Note by Borrower in favor of Lender, effective as of December 31, 2013, as amended and modified (the “Renewal Reducing Note”). Borrower hereby agrees and confirms that said pledge remains in full force and effect and continues to secure the Renewal Reducing Note and the Loan. Further, the Borrower represents to the Lender that the Board of Trustees of the University of Central Florida has not rescinded or modified the pledge by the Borrower of the Collateral to the repayment of the Renewal Reducing Note and the Loan.
5. **WAIVER OF JURY TRIAL. BY THE EXECUTION HEREOF, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE, THAT:**

- (A) **NEITHER THE BORROWER NOR LENDER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF ANY OF THE SAME SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS MODIFICATION OR ANY LOAN DOCUMENT EVIDENCING, SECURING OR RELATING TO THE OBLIGATIONS OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;**
  - (B) **NEITHER THE BORROWER NOR LENDER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;**
  - (C) **THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;**
  - (D) **NEITHER THE BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR PRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND**
  - (E) **THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS MODIFICATION AND SHALL RUN TO THE BENEFIT OF LENDER AND BORROWER ONLY AND SHALL NOT BENEFIT ANY THIRD PARTIES.**
6. Fees. Borrower agrees that all costs and expenses associated with the execution and delivery of this Agreement, including, but not limited to, attorney's fees, loan fees, and documentary stamp and intangible tax, if applicable, (together with all interest and penalties thereon, if any) and other related expenses, plus accrued interest on the Loan, shall be paid by Borrower on or before the effective date of this Modification. Borrower agrees to defend, indemnify, and hold harmless the Lender from and against any and all such costs and expenses, and agrees that the Lender shall not in any way be held liable for such costs and expenses.
7. Conditions to Effectiveness. This Modification and the effectiveness of the provisions hereof shall be conditioned upon (i) the accuracy of the representations of the Borrower set forth in Section 2 above and each of the other representations and warranties set forth in the other Loan Documents, in each case as of the effective date hereof, (ii) payment of the fees and expenses set forth in Section 6 above, (iii) receipt by the Lender of a certificate of status issued by the Secretary of State of Florida not earlier than fifteen (15) business days prior to the effective date hereof and satisfactory results of lien searches and other due diligence conducted by the Lender in its discretion, (iv) execution and delivery by the

Borrower of this Modification and the Certificate of Organizational Documents, Resolutions and Incumbency as of the date of execution of this Modification, and (v) any other agreement, certificate, instrument or other document reasonably required by the Lender.

8. Miscellaneous. Except for the changes and modifications effected hereby, it is expressly agreed that the Loan Documents shall remain in full force and effect in strict accordance with the terms thereof, and nothing herein contained shall affect or be construed to affect the other Loan Documents, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Loan Documents. This Modification constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein. This Modification shall be binding upon and shall inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. This Modification shall be governed by and interpreted in accordance with the laws of the State of Florida. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Note.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties to this Modification have executed this Modification in a manner and form sufficient to bind them as of the day and year first above written.

**LENDER:**

**FIFTH THIRD BANK**, an Ohio banking corporation

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

Name: Steven Wortman

Title: Vice President

**BORROWER:**

**UCF ATHLETICS ASSOCIATION, INC.**, a  
Florida not-for-profit corporation

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

Name: Dr. Thad Seymour

Title: Chairman

Attachment D

**SIXTH MODIFICATION OF  
RENEWAL REDUCING REVOLVING LINE OF CREDIT PROMISSORY NOTE  
AND OTHER LOAN DOCUMENTS**

**THIS SIXTH MODIFICATION OF RENEWAL REDUCING REVOLVING LINE OF CREDIT PROMISSORY NOTE AND OTHER LOAN DOCUMENTS** (this “Modification”) is executed on the 20<sup>th</sup> day of July, 2019, to be effective as of the 30<sup>th</sup> day of June, 2018, by and between **FIFTH THIRD BANK**, an Ohio banking corporation (“Lender”), whose address is 200 East Robinson Street, Suite 1000, Orlando, Florida 32801, and **UCF ATHLETICS ASSOCIATION, INC.**, a not-for-profit Florida corporation (“Borrower”), whose address is 4465 Knights Victory Way, Building 135, Orlando, Florida 32816.

**WITNESSETH:**

**WHEREAS**, Borrower is indebted to Lender under an \$5,375,00.00 revolving line of credit loan (the “Loan”) as evidenced by that certain Renewal Reducing Revolving Line of Credit Promissory Note by Borrower in favor of Lender, effective as of December 31, 2013, as modified by that certain First Modification and Renewal of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 3, 2014, that certain Second Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated as of July 5, 2015, that certain Third Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 4, 2016, that certain Fourth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of July 3, 2017 and that certain Fifth Modification of Renewal Reducing Revolving Line of Credit Promissory Note and Other Loan Documents dated to be effective as of June 30, 2018 (collectively as modified, the “Note”), with a Maturity Date of July 2, 2018, pursuant to that certain Amended and Restated Loan Agreement, effective as of December 31, 2013 (as amended, supplemented or otherwise modified at any time or from time to time, the “Loan Agreement”) and other related loan documents (as the same may be amended, supplemented or otherwise modified at any time or from time to time, collectively, the “Loan Documents”); and

**WHEREAS**, the Loan is scheduled to mature on July 20, 2019 and the Borrower has requested the Lender to renew and extend the Loan through July 19, 2020 and the Lender has agreed to do so, provided the Borrower executes this Modification, including without limitation agreeing to the amendments set forth herein, and reaffirms the pledge of certain revenues available to the Borrower in favor of Lender for the payment of the Loan; and

**WHEREAS**, the Borrower and the Lender have agreed to modify the Note, the Loan Agreement and the Loan Documents upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the premises hereof, and the mutual covenants contained herein, and the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid by the Borrower to the Lender, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. All of the foregoing recitations are true and correct and are hereby incorporated herein and made a part hereof.
2. Representations of Borrower. In order to induce Lender to enter into this Agreement, Borrower does hereby acknowledge, represent and warrant to and in favor of Lender that: (a) the indebtedness represented by the Note is due from Borrower to Lender in accordance with the terms of the Note as modified, free from any defense, claim, or right to set-off; (b) as of July 20, 2019, the outstanding principal balance of the Loan is \$5,375,000.00 plus accrued and unpaid interest, (c) the principal payment on the Loan, due on July 15, 2020, in the amount of \$295,000.00, will be paid by the Borrower on or before such date, and (d) there are no suits, judgments, bankruptcies or executions pending against Borrower in any court which could in any way materially affect Borrower's ability to make payments of obligations due on the Loan.
3. Modification of Loan Documents. The Note the Loan Agreement and/or the other Loan Documents are hereby modified as follows:
  - (a) The definition of the term "Maturity Date" in the first line of Section 1 of the Note is hereby amended by deleting "July 20, 2019" and inserting "July 19, 2020" in place thereof.
  - (b) The first paragraph of Section 2 of the Note is hereby amended and restated in its entirety as follows:

"2. INTEREST RATE. The principal sum outstanding shall bear interest at a floating rate per annum equal to 79% of the LIBOR Rate plus 1.34 percent (1.34%) (the "Interest Rate"). The term LIBOR Rate" means the rate of interest rounded upwards (the "Rounding Adjustment"), if necessary, to the next 1/8 of 1% (and adjusted for reserves if Lender is required to maintain reserves with respect to relevant advances) fixed by ICE Benchmark Administration Limited (or any successor thereto, or replacement thereof, approved by Lender, each, an "Alternate LIBOR Source") at approximately 11:00 a.m., London, England time (or the relevant time established by ICE Benchmark Administration Limited, an Alternate LIBOR Source, or Lender, as applicable), two (2) Business Days prior to such date of determination, relating to quotations for the one (1) month London InterBank Offered Rates on U.S. Dollar deposits, as displayed by Bloomberg LP (or any successor thereto, or replacement thereof, as approved by Lender, each an "Approved Bloomberg Successor"), or, if no longer displayed by Bloomberg LP (or any Approved Bloomberg Successor), such rate as shall be determined in good faith by Lender from such sources as it shall determine to be comparable to Bloomberg LP (or any Approved Bloomberg Successor), all as determined by Lender in accordance with this Note and Lender's loan systems and procedures periodically in effect. Notwithstanding anything to the contrary contained herein, in no event shall the LIBOR Rate be less



than 0.00% as of any date (the “LIBOR Rate Minimum”); *provided* that, at any time during which a Rate Management Agreement with Lender is then in effect with respect to all or a portion of the Obligations, the LIBOR Rate Minimum, the Rounding Adjustment and the Adjustment Protocol (as defined below) shall all be disregarded and no longer of any force and effect with respect to such portion of the Obligations subject to such Rate Management Agreement. Each determination by Lender of the LIBOR Rate shall be binding and conclusive in the absence of manifest error. The LIBOR Rate shall be determined as of the first day of the Interest Period and shall be effective until the last day of the Interest Period (the “First Adjustment Date”). The interest rate based upon the LIBOR Rate shall be adjusted automatically on the First Adjustment Date and on the first (1<sup>st</sup>) day of each month thereafter (the “Adjustment Protocol”). "Interest Period" shall mean a period of one (1) month, provided that that no Interest Period shall extend beyond the Maturity Date.”

- (c) Section 3(b) of the Note is hereby amended and restated in its entirety as follows:

“(b) Principal Payments. Principal shall be payable on the following dates, in the following amounts (assuming the Maturity Date continues to be extended for successive Extension Periods as hereinafter provided):

DATE	AMOUNT
07/15/2020	\$295,000
07/15/2021	\$305,000
07/15/2022	\$320,000
07/15/2023	\$330,000
07/15/2024	\$345,000
07/15/2025	\$360,000
07/15/2026	\$370,000
07/15/2027	\$385,000
07/15/2028	\$400,000
07/15/2029	\$420,000
07/15/2030	\$435,000
07/15/2031	\$450,000
07/15/2032	\$470,000
07/15/2033	\$490,000”

- (d) The following new Section 20 shall be added to the Note immediately after the current Section 19:

“21. **LIBOR REPLACEMENT PROVISIONS**. In the event that the LIBOR Rate ceases to be published or made available, the Interest Rate hereunder will be based on the Base Rate or other replacement index, and any applicable margin adjusted, in each case as determined in accordance with the following provisions.

(A) Temporary Inability: In the event, prior to commencement of any Interest Period, Lender shall determine that: (i) deposits in U.S. Dollars (in the applicable amounts) are not being offered to it in the London Interbank Offered Rate market for such Interest Period, (ii) by reason of circumstances affecting the London Interbank Offered Rate Market adequate and reasonable methods do not exist for ascertaining the LIBOR Rate, (iii) the LIBOR Rate as determined by Lender will not adequately and fairly reflect the cost to Lender of funding Borrowings evidenced by this Note for such Interest Period, or (iv) the making or funding of Borrowings evidenced by this Note become impracticable; then, Lender shall promptly provide notice of such determination to Borrower (which shall be conclusive and binding on Borrower), and (x) any request for a Borrowing under this Note or for a continuation of an outstanding Borrowing evidenced by this Note shall be automatically withdrawn and shall be deemed a request for a Borrowing or continuation based on the Base Rate, (y) each outstanding Borrowing evidenced by this Note will automatically, on the last day of the then current Interest Period relating thereto, accrue interest at the Interest Rate based on the Base Rate, and (z) the obligations of Lender to make Borrowings under this Note shall be suspended until Lender determines that the circumstances giving rise to such suspension no longer exist, in which event Lender shall so notify Borrower,

(B) Permanent Inability: (i) In the event, Lender shall determine (which determination shall be deemed presumptively correct absent manifest error) that: (a) the circumstances set forth in the immediately preceding paragraph have arisen and such circumstances are unlikely to be temporary; (b) a public statement or publication of information (1) by or on behalf of ICE Benchmark Administration Limited (or any Alternate LIBOR Source) (the "LIBOR Administrator"); or by the regulatory supervisor for the LIBOR Administrator, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the LIBOR Administrator, a resolution authority with jurisdiction over the LIBOR Administrator, or a court or an entity with similar insolvency or resolution authority over the LIBOR Administrator; in each case which states that such LIBOR Administrator has ceased or will cease to provide the LIBOR Rate, permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor LIBOR Administrator that will continue to provide the LIBOR Rate, (2) by the LIBOR Administrator that it has invoked or will invoke, permanently or indefinitely, its insufficient submissions policy, or (3) by the regulatory supervisor for the LIBOR Administrator or any Governmental Authority having jurisdiction over Lender announcing that the LIBOR Rate is no longer representative or may no longer be used; (c) a LIBOR Rate is not published by the LIBOR Administrator for five (5) consecutive Business Days and such failure is not the result of a temporary moratorium, embargo or disruption declared by the LIBOR Administrator or by the regulatory supervisor for the LIBOR Administrator; or

(d) a new index rate has become a widely-recognized replacement benchmark rate for the LIBOR Rate in newly originated loans denominated in U.S. Dollars in the U.S. market;

then Lender may, in its sole discretion, amend this Note and any other applicable Loan Document as described below to replace the LIBOR Rate with an alternative benchmark rate, and to modify the applicable margins and make other related amendments, in each case giving due consideration to any evolving or then existing convention for similar US Dollar-denominated credit facilities, or any selection, endorsement or recommendation by a relevant governmental body with respect to such facilities.

(ii) Lender shall provide notice to Borrower of an amendment of this Note and any other applicable Loan Document to reflect the replacement index, adjusted margins and such other related amendments as may be appropriate, in the sole discretion of Lender, for the implementation and administration of the replacement index-based rate. Notwithstanding anything to the contrary in this Note or the other Loan Documents, such amendment shall become effective without any further action or consent of any other party to this Note or other applicable Loan Document upon delivery of notice to Borrower.

(iii) For the avoidance of doubt, following the date when a determination is made pursuant to clause (B)(i), above, and until a replacement index has been selected and implemented in accordance with the terms and conditions of clause (B)(i) and (ii), at Lender's election, all outstanding Borrowings under this Note shall accrue interest at, and the Interest Rate shall be, equal to the Base Rate.

(C) Notwithstanding anything to the contrary contained herein, if at any time the replacement index is less than zero, then at such times, such index shall be deemed to be zero for purposes of this Note.

“Base Rate” means, for any day, a rate per annum equal to the greater of (i) the Prime Rate in effect on such day and (ii) the Federal Funds Effective Rate in effect on such day plus ½ of 1%. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

“Prime Rate” means the rate of interest quoted in the print edition of *The Wall Street Journal*, Money Rates Section, as the U.S. Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation's thirty (30) largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“Federal Funds Effective Rate” means for any day, the rate per annum (expressed, as a decimal, rounded upwards, if necessary, to the next higher 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers

on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Lender on such day on such transactions as determined by Lender.”

4. Reaffirmation of Revenue Pledge. The Borrower hereby reaffirms the pledge of the Collateral as defined in the Loan Documents, including without limitation all student athletic fee revenues from the University of Central Florida, and agrees and confirms that said pledge remains in full force and effect and continues to secure the Loan. Further, the Borrower represents to the Lender that the Board of Trustees of the University of Central Florida has not rescinded or modified the pledge by the Borrower of the Collateral to the repayment of the Loan.
  
5. **WAIVER OF JURY TRIAL. BY THE EXECUTION HEREOF, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE, THAT:**
  - (a) **NEITHER THE BORROWER NOR LENDER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF ANY OF THE SAME SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS MODIFICATION OR ANY LOAN DOCUMENT EVIDENCING, SECURING OR RELATING TO THE OBLIGATIONS OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;**
  
  - (b) **NEITHER THE BORROWER NOR LENDER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;**
  
  - (c) **THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;**
  
  - (d) **NEITHER THE BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR PRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND**
  
  - (e) **THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS MODIFICATION AND SHALL**

**RUN TO THE BENEFIT OF LENDER AND BORROWER ONLY  
AND SHALL NOT BENEFIT ANY THIRD PARTIES.**

6. Fees. Borrower agrees that all costs and expenses associated with the execution and delivery of this Agreement, including, but not limited to, the Lender's attorney's fees, and documentary stamp fee and intangible taxes, if applicable, (together with all interest and penalties thereon, if any) and other related expenses, plus accrued interest on the Loan, shall be paid by Borrower on or before the effective date of this Modification. Borrower agrees to defend, indemnify, and hold harmless the Lender from and against any and all such costs and expenses, and agrees that the Lender shall not in any way be held liable for such costs and expenses.
7. Conditions to Effectiveness. This Modification and the effectiveness of the provisions hereof shall be conditioned upon (i) the accuracy of the representations of the Borrower set forth in Section 2 above and each of the other representations and warranties set forth in the other Loan Documents, in each case as of the effective date hereof, (ii) payment of the fees and expenses set forth in Section 6 above, (iii) receipt by the Lender of a certificate of status issued by the Secretary of State of Florida not earlier than fifteen (15) business days prior to the effective date hereof and satisfactory results of lien searches and other due diligence conducted by the Lender in its discretion, (iv) execution and delivery by the Borrower of this Modification and the Certificate of Organizational Documents, Resolutions and Incumbency as of the date of execution of this Modification, and (v) any other agreement, certificate, instrument or other document reasonably required by the Lender.
8. Miscellaneous. Except for the changes and modifications effected hereby, it is expressly agreed that the Loan Documents shall remain in full force and effect in strict accordance with the terms thereof, and nothing herein contained shall affect or be construed to affect the other Loan Documents, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Loan Documents. This Modification constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein. This Modification shall be binding upon and shall inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. This Modification shall be governed by and interpreted in accordance with the laws of the State of Florida.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties to this Modification have executed this Modification in a manner and form sufficient to bind them as of the day and year first above written.

**LENDER:**

**FIFTH THIRD BANK**, an Ohio banking corporation

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

Name: Steven Wortman

Title: Vice President

**BORROWER:**

**UCF ATHLETICS ASSOCIATION, INC.**, a  
Florida not-for-profit corporation

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

Name: Dr. Thad Seymour

Title: Chairman

ITEM: **FF-9**

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** 7-Eleven Lease at Knights Plaza

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**Background:**

In collaboration with UCF staff and UCF General Counsel, UCF Convocation Corporation has negotiated retail lease terms with Petroleum Marketing Group (PMG) to construct and operate a 7-Eleven store at Knights Plaza. The store will be located in the space that was previously occupied by Knight Aide Pharmacy, which consisted of a pharmacy and convenience store. There are several exclusions and exclusivities prescribed by the lease in order to protect UCF's existing contracts, interests, and reputation.

Due to the significant investment to be made in tenant improvement, the lease will allow tenancy for at least 10 years. The lease provides an initial term of five years and allows for a five-year extension at the tenant's option, provided all tenant's obligations are met during the initial term. After those terms expire, the lease provides two five-year terms with landlord's approval, which may be withheld at its sole and absolute discretion.

**Issues to be Considered:**

- The proposed space has been vacant since August 2018.
- The 7-Eleven concept is an international brand and would support campus residents, UCF faculty, staff, and Knights Plaza visitors by offering convenient access to toiletries, sundries, food, and beverages.
- The prescribed base rent rate is commensurate with Knights Plaza market rates.
- Fulfillment of the lease will be corporately guaranteed by Petroleum Marketing Group, Inc. PMG was referred for this location specifically by 7-Eleven corporation and has been vetted for viability, experience, and financial ability to meet the terms of this lease.
- The prospective tenant has reviewed the lease draft and is agreeable to the terms. They are anxious to execute the lease and begin the build out.
- Upon approval of this lease, it must be sent for approval to the Division of State Land prior to being executed.

**Alternatives to Decision:**

Reject or modify the proposed lease.

**Fiscal Impact and Source of Funding:**

UCF Convocation Corporation pledged retail revenue- Lease proceeds are approximately \$50,000 annually.

**Recommended Action:**

Approve the lease as drafted.

**Authority for Board of Trustees Action:**

Board of Governors' Regulation 1.001

University of Central Florida, and Its Board of Trustees, is now the landlord and party to the lease.

**Contract Reviewed/Approved by General Counsel:**

Reviewed by Jordan Clark.

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Operations

**Supporting Documentation:**

Attachment A- Contract Summary Page for UCF/ PMG Lease Draft

**Facilitators/Presenters:**

Ronnie Lamkin, General Manager, UCF Convocation Corporation



## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	Provide a convenience store in the Towers/Knights Plaza area. The Knight Aide store closed in August 2018. This concept will replace that operation and provide convenient access to food, snacks and small goods for residents of the Towers dorms and visitors to Knights Plaza.
<b>Parties</b>	University of Central Florida and PMG/Petroleum Marketing Group, Inc.
<b>Term</b>	5 year initial term, renewal (tenant option) for 5 years, two additional 5 year renewal options (landlord consent required). 20 year maximum term.
<b>Obligations of UCF</b>	Traditional retail landlord obligations regarding common area, building systems, roof, exterior walls and habitability.  Exclusivity to convenience store concept in Knights Plaza.
<b>Obligations of other party</b>	Traditional retail tenant obligations and covenants (pay rent, abide by premises rules, and maintain the space)  Operate store as a "7-Eleven" store with appropriate signage and trade dress with list of excluded products (tobacco, e-cigarettes, gum, alcohol, etc.) See Section 11 of Agreement for full list.
<b>Financial terms</b>	Traditional retail lease structure, 2,037 sq/ft of space at \$24 per sq/ft. with a 4% annual increase in base rent. Additional rent for CAM starting at \$3.90 per sq/ft. UCF waives the first three months of rent for tenant improvement and buildout of the space.
<b>Termination rights</b>	Yes, for cause – abandonment, failure to pay rent, failure to correct a default after cure period, and bankruptcy.
<b>Additional terms</b>	None of material significance.
<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/07/FFC-9-PMG-7-Eleven-lease-final-draft-5-22-19.pdf">https://bot.ucf.edu/files/2019/07/FFC-9-PMG-7-Eleven-lease-final-draft-5-22-19.pdf</a>

**ITEM: NG-1**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Presidential Selection Process

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**Background:**

At the May 1, 2019 Nominating and Governance Committee meeting, the committee reviewed the Presidential Selection: Process Guide for the University of Central Florida which was last updated in January 2018. Suggested revisions include removing the requirement to have semi-finalists, and having the search consultants come to campus for an in-person meeting prior to selecting the search firm.

**Issues to be Considered:**

Amend the Presidential Selection Process: Process Guide for the University of Central Florida which was last updated in January 2018. Also review the Leadership Statement which was last updated in January 2017.

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

None

**Recommended Action:**

Approve revisions to the Presidential Selection: Process Guide for the University of Central Florida

**Authority for Board of Trustees Action:**

Board of Trustees bylaws  
Nominating and Governance Committee charter

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Presidential Selection: Process Guide for the University of Central Florida (redline)

**Facilitators/Presenters:**

N/A

Attachment A

## PRESIDENTIAL SELECTION: PROCESS GUIDE FOR THE UNIVERSITY OF CENTRAL FLORIDA

### I. Roles in Presidential Selection Process

- A. **Selecting President:** This is the sole responsibility of the UCF Board of Trustees, with the selection subject to ratification by the Florida Board of Governors. UCF will adhere to Board of Governors regulation 1.002, Presidential Search and Selection.
- B. **Screening of Candidates:** This responsibility is delegated by the UCF Board of Trustees to a search firm and a search committee, whose members are appointed by the board chair and are charged with conducting specific activities.
- C. **Searching for Applicants:** This is a critical activity in which all members and friends of the UCF academic community may participate.

### II. Background Steps

- A. **Preparation and Updating of Institutional Analysis:** This committee appraised the present condition of UCF and detailed the reasons for its success to determine qualities needed in a future president. As Judith McLaughlin and David Reisman indicate in *The Presidential Search: A Guide to the Process of Selecting and Appointing College and University Presidents*, "If a successful search is to be conducted, the search committee must have a clear sense of the sort of person for whom they are searching. The starting point of the search process, then, should be introspection concerning what the institution needs in order to reorganize strengths and to cope with weaknesses, both in terms of history and tradition, and future prospects and dilemmas. . . . Without an institutional assessment and leadership definition, the search committee is also at a loss to know who will be the best choice for them. They run the risk of choosing someone totally inappropriate for their institution, someone whose attractiveness lies in the fact that his or her style differs (or mirrors) the departing president, or someone whose understanding of the college or university is too limited for effective leadership."

~~With significant and thoughtful input from President John Hitt and the UCF leadership team, [t~~he Nominating Committee enumerated the Critical Success Factors that have been key to UCF's prominence. This document will be reviewed and updated ~~as needed annually~~ until such time as the board undertakes a presidential search.

- B. **Development Leadership Statement:** A Leadership Statement developed by the president and the committee provides a description of the qualities sought in a president at this stage of UCF's development. Representing the board's consensus on the work to be done in a next presidency, the statement serves as a single grid against which candidates will be measured. At the initiation of the search, the Vice President and General Counsel will prepare a memorandum to the Board of Trustees, search committee, and search firm outlining the search criteria and be available for interpretation of such criteria.

The Nominating Committee has adopted the Leadership Statement. This document will be reviewed and updated as needed annually until such time as the board undertakes a presidential search.

- C. **Appointment of Interim President (If Needed):** The board chair will recommend to the Board of Trustees for approval an interim President to serve until a new President takes office.
- D. **Decisions on Compensation Range:** The Compensation and Labor Committee annually reviews the president's compensation package and recommends changes to the board. At the time of a search, the committee will update the compensation data as may be needed for the new president.
- E. **Decisions on Search Consultant:** The board chair, with input from the Board and leadership of the University, shall retain a search consultant to assist with the search process. *(Continue discussions of best practices through AASCU and others.)* Search consultants being considered should come on-campus for an interview.
- F. **Size and Composition of Board of Trustees' Search Committee:** A search committee composed of eight to fifteen members will be appointed by the board chair with input from the trustees and the leadership of the university. At least three trustees shall serve on the committee. A chair and vice chair of the search committee, both of whom will be trustees, will be appointed by the board chair. All appointments will be ratified by the full board.

The search committee will include one or more representative from the faculty, student body, Foundation board of directors, administration who are not the current President or a direct report to the President, and representatives from the broader community. The board chair will also ask the Florida Board of Governors to appoint a representative to serve on the search committee. The board chair also will ask one or more presidents of the community colleges who

participate in the Direct Connect Consortium with UCF to serve or appoint a representative to the search committee.

The search committee will work with the search consultant to solicit and screen applicants using the Leadership Statement adopted by the board, interview semi-finalists, and recommend three to five finalists to the full board. In all of its actions, the search committee will act in a manner consistent with the requirements of the Sunshine Law.

- G. **Development of Search Committee Charge:** Please see the attached Exhibit A. This charge will be presented to all members of the search committee.
- H. **Establishment of Timeline:** The search consultant will work with the chair of the Board and the chair of the search committee to establish a timeline for the search.

### III. Implementation

- A. **Advertising of Position and Development of Candidate List:** The search consultant will solicit nominations for the position from his or her various sources. Additionally, the position will be advertised broadly through *The Chronicle of Higher Education* and other appropriate media. All nominations and applications will be directed to the search consultant. Applications and nominations will be considered to be open until the finalist selection process is completed.

~~B. **Screening and Selection of Semifinalists:** The search consultant will review all of the nominations and applications based on the agreed upon leadership criteria and will narrow the applicant pool to a reasonable number (12-20 candidates). The search consultant will discuss these candidates informally and separately with the chair and vice chair of the search committee. Assuming positive feedback, the search consultant will then confirm with each of these candidates that he or she understands the public nature of the process and agrees to be a semifinalist. The search consultant will then forward all semifinalist applications to the search committee to vote on inviting selected semifinalists for visits.~~

~~C. **Semifinalist Interview:** Members of the search committee will conduct semifinalist interviews.~~

~~B.D. **Reference and Background Checks:** These checks will be conducted by the search consultant, with the assistance of others as may be appropriate.~~

~~C.E. **Determination of Finalists:** The search committee will select up to five finalists.~~

~~D.F. **Campus Visits:** Members of the search committee, with the aid of the search~~

consultant, will arrange campus visits for all finalists. These visits will feature multiple opportunities for the candidates to interact with representatives from the board, faculty, students, staff, and the broader community. The search committee will provide the results of community advice and reactions regarding the finalists to the Board of Trustees.

**EG. Final Selection by Board of Trustees and Negotiations:** The Board of Trustees shall select the individual to be hired as President, subject to ratification by the Florida Board of Governors. The Board Chair and General Counsel will negotiate the terms of the President's contract.

**FH. Welcome and Transition Activities:** The Board will oversee the announcements of the selection of the new President, with notification to those most directly affected (e.g., faculty, student and administrative staff leaders) preceding the public announcements. The Board and the new President will discuss mutual expectations regarding Board culture, processes, communication and operations. Additional reading material about the University will be provided to the President. A series of introductions to the University and the broader community will be scheduled, affording the President the opportunity both to increase his or her understanding of the University and the community and to express his or her goals and viewpoints on a variety of issues. The Board and the President will consider the desirability of a series of familiarization workshops and of a transition team or committee.

## EXHIBIT A: DRAFT OF BOARD CHAIR'S CHARGE TO PRESIDENTIAL SEARCH COMMITTEE

The search committee, appointed to advise the Board of Trustees of the University of Central Florida, is composed of \_\_\_\_\_ members. The committee's chair is Trustee \_\_\_\_\_, and its vice chair is Trustee \_\_\_\_\_.

The search committee is charged with recommending to the trustees not later than (date), an unranked list of three to five individuals who are well qualified to lead UCF as its next president. The search committee is asked to base its recommendations upon the Leadership Statement adopted by the Board of Trustees, as well as the trustees' established equal opportunity and affirmative action policies.

The board chair asks the search committee, assisted by the search firm, to conduct the following activities in discharging its duties:

- Actively solicit nominations and applications from a diverse group of well-qualified persons.
- Screen applications using the leadership criteria as the basis for choice.
- ~~Select and interview semifinalist candidates.~~
- ~~Assist in checking references of semifinalists.~~
- Assist in arranging campus visits for finalists.
- Report to the board a summary of campus and community reactions to finalists.
- Ensure that appropriate information about the university and the presidency is provided to candidates at each stage of the screening process.
- Ensure that appropriate confidentiality is strictly observed with respect to applicants and to the committee's internal deliberations.
- Submit more than two qualified candidates to the Board of Trustees for consideration.
- Comply with the requirements of Board of Governors Regulation 1.002.

The Board of Trustees extends its gratitude to the members of the search committee for accepting this demanding assignment. You have the trustees' warmest wishes for a successful conclusion. The future of the university rests upon your wisdom.

ITEM: NG-2

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Amend Nominating and Governance Committee Charter

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**Background:**

At the May 1, 2019 Nominating and Governance Committee meeting, the committee reviewed the Nominating and Governance Committee Charter. The committee is performing many of the tasks set forth in the charter, however the committee should be more involved in recommending candidates for Trustee Emeritus, reviewing the board bylaws more regularly, and reviewing the number and structure of committees. Suggested revisions include having each committee perform their own self-assessment. Trustee Seay will also begin providing regular reports to the committee on best practices.

**Issues to be Considered:**

Amending the Nominating and Governance Committee charter to incorporating the process of reviewing each committee's self-assessment.

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

None

**Recommended Action:**

Approve revisions to the Nominating and Governance Committee charter.

**Authority for Board of Trustees Action:**

Board of Trustees bylaws

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Nominating and Governance Committee charter (redline)

**Facilitators/Presenters:**

N/A



Attachment A

**~~Third~~Second Amended and Restated  
UCF 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~~ the self-assessment that each committee performs
- 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

- 1.13 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.

| *Approved by the UCF Board of Trustees on October 26, 2017 -19.*

**ITEM: NG-3**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Amendments to University Regulations UCF-9.001 and UCF-9.003

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**Background:**

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.”

**Issues to be Considered:**

The University proposes to amend Regulation UCF-9.001 to place UCF Online tuition into the default tuition and fee grid; to add new language referencing the Board of Governors Allocation Summary and Workpapers document that details charges for students enrolled in the same undergraduate class more than twice (the “repeat course fee”); and to add new language for self-funded or market rate courses and programs along with a link to the website where current tuition costs are posted. New language has also been added regarding an update to the excess hour surcharge which now applies to credit hours in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which a student is enrolled.

The University proposes to amend Regulation UCF-9.003 to remove the requirement that tuition waivers for online programs apply only to nonresident graduate students. Instead, tuition waivers may apply to any academic program offered in a fully online format and administered and approved through UCF Online.

These regulations were posted online June 14, 2019, for public comment. No comments were received as of the date of submission of these materials.

**Alternatives to Decision:**

Do not amend University Regulations UCF-9.001 and UCF-9.003 as proposed.

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approve amendments to University of Central Florida Regulations UCF-9.001 and UCF-9.003

**Authority for Board of Trustees Action:**

Board of Governors regulation 1.001

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Proposed Amended Regulation UCF-9.001 (redline)

Attachment B: Proposed Amended Regulation UCF-9.003 (redline)

**Facilitators/Presenters:**

Youndy Cook, Deputy General Counsel

Attachment A

**UCF-9.001 Schedule of Tuition and Fees**

- (1) All students shall pay resident or non-resident tuition, as applicable, and associated fees. Tuition shall be defined as the basic fee charged to a student for instruction in credit courses at the University of Central Florida. Non-resident tuition shall be defined as the basic fee and the out-of-state fee assessed to non-resident students for instruction in credit courses at the University of Central Florida. Only those students who qualify as a Florida resident as defined in BOG Regulation 7.005 shall not be assessed the out-of-state fee.
- (2) Associated fees shall include the following:
  - (a) Tuition differential (applied to undergraduate courses only);
  - (b) Student Financial Aid Fee;
  - (c) Non-resident Student Financial Aid Fee (if student is not a Florida resident);
  - (d) Capital Improvement Trust Fund Fee;
  - (e) Transportation Access Fee;
  - (f) Activity and Service Fee;
  - (g) Athletic Fee;
  - (h) Health Fee; and
  - (i) Technology Fee.
- (3) In addition to the fees listed above, a Distance Learning Course Fee of \$18.00 per credit hour will be assessed for online Web-based courses.
- (4) Registration shall be defined as consisting of two components:
  - (a) Formal enrollment in one or more credit courses approved and scheduled by the university; and
  - (b) Payment or other appropriate arrangement for payment (installment, deferment, or third party billing) of tuition and associated fees for the courses in which the student is enrolled as of the end of the drop and add period.
- (5) Tuition and associated fees liability shall be defined as the liability for the payment of tuition and associated fees incurred at the point at which the student has completed registration.
- (6) The following tuition and associated fees shall be levied and collected effective the fall semester indicated for each student regularly enrolled, unless provided otherwise by law or in this chapter.

(a) Students will be assessed the following tuition and associated fees per credit hour:  
as of FALL 2019

For All Programs Except Doctor of Physical Therapy, Doctor of Medicine, and Florida Interactive Entertainment Academy, ~~and UCF Online (amounts per credit hour):~~

Fee	Undergraduate		Graduate	
	Resident	Non-Resident	Resident	Non-Resident
Tuition	\$105.07	\$105.07	\$288.16	\$288.16
Tuition Differential	\$44.20	\$44.20		
Out-of-State Fee		\$511.06		\$785.15
Student Financial Aid Fee	\$5.16	\$5.16	\$14.40	\$14.40
Non-Resident Financial Aid Fee		\$25.55		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84	\$10.84	\$10.84
Technology Fee	\$5.16	\$5.16	\$14.40	\$14.40
Total	\$212.28	\$748.89	\$369.65	\$1,194.05

Doctor of Physical Therapy (amounts per credit hour):

Fee	Graduate	
	Resident	Non-Resident
Tuition	\$494.50	\$494.50
Out-of-State Fee		\$785.15
Student Financial Aid Fee	\$14.40	\$14.40
Non-resident Financial Aid Fee		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84
Technology Fee	\$14.40	\$14.40
Total	\$575.99	\$1,400.39

## Doctor of Medicine (annual amounts):

## Graduate

Fee	Resident	Non-Resident
Tuition	\$25,490.80	\$25,490.80
Out-of-State Fee		\$25,594.00
Student Financial Aid Fee	\$1,274.40	\$1,274.40
Non-resident Financial Aid Fee		\$1,279.60
Capital Improvement Trust Fund Fee	270.40	\$270.40
Transportation Access Fee	\$364.00	\$364.00
Activity and Service Fee	\$466.80	\$466.80
Athletic Fee	\$572.80	\$572.80
Health Fee	\$433.60	\$433.60
Technology Fee	\$206.40	\$206.40
Equipment Fee	\$601.00	\$601.00
Total	\$29,680.20	\$56,553.80

Florida Interactive Entertainment Academy (FIEA) (Fall 2019~~8~~ cohort<sup>1</sup> amounts):

## Graduate

Fee	Resident	Non-Resident
Tuition	\$1,016.51	\$1,016.51
Out-of-State Fee		\$785.15
Student Financial Aid Fee	\$14.40	\$14.40
Non-resident Financial Aid Fee		\$39.25
Capital Improvement Trust Fund Fee	\$6.76	\$6.76
Transportation Access Fee	\$9.10	\$9.10
Activity and Service Fee	\$11.67	\$11.67
Athletic Fee	\$14.32	\$14.32
Health Fee	\$10.84	\$10.84
Technology Fee	\$14.40	\$14.40
Total	\$1,098.00	\$1,922.40

<sup>1</sup> FIEA cohort requires thirty student credit hours obtained in four consecutive semesters.

Graduates receive a Master of Science degree in Interactive Entertainment.

UCF Online (amounts per credit hour):

Fee	Undergraduate		Graduate	
	Resident	Non-Resident	Resident	Non-Resident
Tuition	\$105.07	\$105.07	\$288.16	\$288.16
Tuition Differential	\$44.20	\$44.20		
Out-of-State Fee		\$194.93		\$350.00
Student Financial Aid Fee	\$5.16	\$5.16	\$14.40	\$14.40
Non-Resident Financial Aid Fee		\$9.74		\$17.50
Capital Improvement Trust Fund Fee	\$6.76	\$6.76	\$6.76	\$6.76
Distance Learning Course Fee	18.00	18.00	18.00	18.00
Total	\$179.19	\$383.86	\$327.32	\$694.82

- (b) ~~Pursuant to Section 1009.285 F.S., each student enrolled in the same undergraduate course more than twice shall be assessed an additional \$190.84 per credit hour charge, in addition to the fees outlined above for each such course. Each student enrolled in the same undergraduate course more than twice, shall be assessed an additional per credit hour charge as detailed in the Allocation Summary and Workpapers document that is distributed annually by the Board of Governors, State University System of Florida. In accordance with Section 1009.285, Florida Statutes, a student may be granted an exception to the Repeat Course Surcharge upon approval by the University's Fee Appeals Committee based upon a review of the individual circumstances presented by the student to document exceptional circumstance. Review will be initiated by student petition, which must provide all appropriate documentation to support the claim of exceptional circumstance. Petition forms are available for this purpose from UCF Student Account Services.~~

(7) Tuition costs levied and collected for self-funded or market rate courses and programs are determined pursuant to BOG Regulation 8.002. Tuition costs for these programs are set forth at <https://studentaccounts.ucf.edu/tf-tuitionratescurrent>.

(8) Students are required to pay an excess hours surcharge for each credit hour in excess of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled. The excess hour surcharge shall become effective for students who enter a state university for the first time and maintain continuous enrollment as follows:



- (a) For students who enter a state university for the first time in the Fall 2009 semester or any academic term thereafter up to and including Summer 2011, the University shall require the student to pay an excess hour surcharge equal to 50 percent of the tuition rate for each credit hour in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (b) For students who enter a state university for the first time in the Fall 2011 semester or any academic term thereafter up to and including Summer 2012, the University shall require the student to pay an excess hours surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 115 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (c) For students who enter a state university for the first time in the Fall 2012 semester or thereafter up to and including Spring 2019, the University shall require the student to pay an excess hours surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 110 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.
- (d) For students who enter a state university for the first time in the Summer 2019 semester or thereafter, the University shall require the student to pay an excess hour surcharge equal to 100 percent of the tuition rate for each credit hour in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.

*Authority: BOG Regulations 1.001 and 7.001; General Appropriations Act, 2011. History—New 9-25-02, Amended 12-8-03, 11-22-05, 6-27-06, 8-27-07, 12-07-07, 8-19-08, Formerly 6C7-9.001, Amended 6-22-09, 8-12-10, 7-6-11, 9-15-11, 7-3-12, 8-12-13, 7-17-14, 7-17-15, 4-1-16, 7-5-16, 5-18-17, 7-28-17, 5-24-18, \_\_\_\_\_-19.*

Attachment B

**UCF-9.003 Tuition Waivers for ~~Specified-Online Graduate~~ Programs**

- (1) This regulation applies to ~~nonresident graduate~~ students enrolled in ~~graduate~~ programs that are offered in a fully online format and ~~which are~~ administered and approved through ~~UCF Online Regional Campuses~~.
- (2) A ~~nonresident graduate~~ student may be awarded a partial waiver of the out-of-state fee where he or she is enrolled exclusively in a ~~graduate~~ program that is offered in a fully online format and is administered and approved through ~~UCF Online Regional Campuses~~.
- (3) Associated fees related to physical presence on campus, such as the transportation access fee, may also be waived for students qualifying under this regulation.

*Authority: Florida Board of Governors Regulation 7.008. History—New 3-1-10, Amended \_\_\_\_\_-19.*

**ITEM: NG-4**

**UCF BOARD OF TRUSTEES**

**July 18, 2019**

**Title:** Amendments to University Regulations UCF-9.004 and UCF-3.0031

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**Background:**

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.”

**Issues to be Considered:**

The University proposes to amend Regulation UCF-9.004 to add new language concerning continued eligibility for tuition waivers for UCFAA employees and to update the language regarding which types of courses the tuition waiver program excludes.

The University proposes to amend Regulation UCF-3.0031 to add new language concerning continued eligibility for tuition waivers for UCF employees and to update the language regarding which types of courses the tuition waiver program excludes.

These regulations were posted online June 14, 2019, for public comment. No comments were received as of the date of submission of these materials.

**Alternatives to Decision:**

Do not amend University Regulations UCF-9.004 and UCF-3.0031 as proposed.

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approve amendments to University of Central Florida Regulations UCF-9.004 and UCF-3.0031

**Authority for Board of Trustees Action:**

Board of Governors regulation 1.001

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Proposed Amended Regulation UCF-9.004 (redline)

Attachment B: Proposed Amended Regulation UCF-3.0031 (redline)

**Facilitators/Presenters:**

Youndy Cook, Deputy General Counsel

Attachment A

**UCF-9.004 UCFAA Employee Tuition Waiver Course Enrollment.**

- (1) The University has a program to provide tuition waivers for limited course enrollment for eligible UCF Athletics Association, Inc. (UCFAA) employees on a space available basis.
- (2) Definitions. For purposes of this regulation, “eligible UCFAA employee” is defined as an employee of UCFAA in a full-time, benefits-eligible position.
- (3) Space in a course shall be considered to be available only when:
  - (a) The direct cost of a course does not increase for each student admitted thereto (as it may do for such courses as Thesis, Dissertation, Directed Individual Study, etc.).
  - (b) The enrollment does not result in a class size in excess of the maximum established by room capacity or educational requirements for the particular course sought.
- (4) Eligibility.
  - (a) Academic Requirements: UCFAA employees who intend to enroll for the first time at UCF for tuition waiver courses under this program must possess a high school diploma or its equivalent (e.g., GED) and meet the University’s admission requirements.
  - (b) Administrative Approvals: All UCFAA employees are required to comply with administrative prerequisites for tuition waiver program enrollment, including securing administrative approval for enrollment.
  - (c) Continued Eligibility. For continued eligibility to receive the tuition waiver outlined in this regulation, the individual as a student must be and remain in compliance with UCF’s academic requirements and the student code of conduct.
- (5) Registration. In order to receive the tuition waiver under this program, eligible UCFAA employees must register at the time and date published in the UCF academic calendarelass schedule for tuition waiver program registration for the semester in which the courses are to be taken.
- (6) Limitations on Tuition Waiver Benefit Program.
  - (a) If all approvals have been received, an UCFAA employee may receive tuition waiver for up to six (6) credit hours each semester at UCF as a regular student.
  - (b) The tuition waivers under this program cannot be used in conjunction with any other tuition waiver or exemption that would cover the same courses. The tuition

waiver benefit cannot be used by any individual who is eligible for a different tuition waiver or exemption that would cover the same course costs.

- (c) The University has the authority to designate which UCF courses are classified as eligible for the tuition waiver benefit program.
- (d) Courses and academic programs ineligible for the tuition waiver program include, but are not limited to: courses offered through other State Universities or State Colleges (including courses offered by Valencia at UCF Downtown); Continuing Education classes or courses offered for credit or non-credit; ~~Graduate~~ Medical Education programs; courses associated with programs approved for special tuition in excess of standard tuition rates, including those associated with Cost Recovery programs; Market Rate programs, and some Professional programs; independent study; supervised research; ~~supervised teaching labs~~; thesis hours; dissertation; internships, externships, and other field experiences; co-ops; or applied, individualized instruction in Music, Art or Dance. Penalty fees, including excess credit hour fees and repeat course fees, are not covered by the tuition waiver benefit program and will be the responsibility of the employee.
- (e) Tuition waivers for graduate level coursework may be subject to income taxation.

*Authority: BOG Regulation 7.008. History—New 3-3-11, Amended 8-4-16, \_\_\_\_\_-19.*

Attachment B

**UCF-3.0031 Tuition Waiver Benefit Programs**

(1) The University offers an employee benefit program to provide limited tuition waivers to eligible employees to enroll in up to six (6) credit hours in eligible courses on a space available basis. For purposes of the tuition waiver benefit program, “eligible employee” is defined as an employee of the University of Central Florida (UCF) employed full-time in an eligible position and paid through UCF Payroll Services. Eligible positions include all full-time positions in the Faculty, Administrative and Professional (A&P), and University Support Personnel System (USPS) pay plans. Post-Doctoral scholars/associates, OPS non-students, adjunct faculty and medical residents are not eligible for the tuition waiver benefit. Those employees in an otherwise eligible position remain eligible for the tuition waiver benefit program while on sabbatical, professional development, grants-in-aid, and medical leave. “Full Time” is defined as working 30 or more hours per week.

(2) Contingent Waiver Program for Qualifying Spouses or Dependent Children of Eligible Employees.

(a) Many eligible University employees cannot or do not make use of the available employee tuition waiver benefit. The University finds that creating a contingent tuition waiver program for eligible employees’ spouses and dependent children under the age of 26 would support and enhance the mission of the University, including through supporting recruitment and retention efforts. Therefore, subject to all admissions and other academic requirements and subject to the limitations outlined in this regulation, the University hereby authorizes a contingent waiver program for the benefit of an eligible employee’s spouse or dependent child(ren) under the age 26. Specifically, if an eligible employee does not make use of the employee tuition waiver benefit program or does not make use of the full six credit hour benefit, then the qualifying spouse and/or dependent child(ren) of the eligible employee may receive a tuition waiver for that number of credit hours, up to six credit hours, not used by the employee for the purpose of enrolling in eligible courses on a space available basis per semester. This contingent waiver may be used by up to two individuals during any given semester, but the total number of credit hours may not exceed six.

(b) For purposes of this contingent waiver, a qualifying spouse or dependent child of an eligible employee must meet all of the eligibility requirements outlined below

and must follow all University requirements regarding admissions, enrollment, and documentation. For purposes of this contingent waiver, “dependent child of an eligible employee” is defined as any natural, adopted or step child of the employee, or any other child for whom the employee is a legal guardian, who is under the age of 26 at the time of enrollment.

(3) Space in a course shall be considered to be available only when:

- (a) The direct cost to the University of the course does not increase for each student enrolled therein (as would be the case for such courses as Thesis, Dissertation, Directed Independent Study, Directed Research, etc.).
- (b) The course is not based on educational experiences outside the University that are dependent upon the coordination with and commitment of University partners (as would be the case for Internship, Practicum, Study Abroad, Clinical Training courses, etc.).
- (c) The enrollment does not result in a class size in excess of the maximum established by room capacity or educational requirements for the particular course sought.

(4) Eligibility.

- (a) Academic Requirement: Any UCF employee or qualifying spouse or dependent child of an eligible employee who intends to enroll for the first time at UCF for tuition waiver courses under the waivers outlined in this regulation must possess a high school diploma or its equivalent (e.g., GED) and meet the University’s admission requirements.
- (b) Administrative Approvals: Any UCF employee who intends to enroll for tuition waiver courses at UCF is required to comply with administrative prerequisites for tuition waiver enrollment. A UCF employee who is found to have engaged in academic misconduct in a tuition waiver course may be subject to disciplinary action as an employee.
- (c) Continued Eligibility. For continued eligibility to receive the tuition waiver outlined in this regulation, the individual must be and remain in compliance with UCF’s academic requirements and the student code of conduct with respect to their enrollment as a student.

(5) Registration. In order to receive the tuition waivers outlined in this regulation, the eligible UCF employee or qualifying spouse or dependent child must register at the time and date published

in the UCF ~~class schedule~~academic calendar for such registration for the semester in which the courses are to be taken. University employees using the employee tuition waiver and contingent waiver recipients under this regulation shall be allowed to register two hours ahead of state employees.

(6) Limitations on Tuition Waiver Benefit Program.

- (a) If all administrative approvals have been received, the eligible employee or qualifying spouse or dependent child may enroll for up to six (6) credit hours each semester at UCF as a regular student using the tuition waiver benefits outlined in this regulation.
- (b) The tuition waivers outlined in this regulation cannot be used in conjunction with any other tuition waiver or exemption that would cover the same courses.
- (c) The University has the authority to designate which UCF courses are classified as eligible for the tuition waivers outlined in this regulation.
- (d) Courses and academic programs ineligible for the tuition waivers outlined in this regulation include, but are not limited to: courses offered through other State Universities or; State Colleges (including courses offered by Valencia at UCF Downtown); Continuing Education classes or courses offered for credit or non-credit; ~~Graduate~~ Medical Education programs; courses associated with programs approved for special tuition in excess of standard tuition rates, including those associated with Cost Recovery programs; Market Rate programs, and some Professional programs; independent study; supervised research; ~~supervised teaching labs~~; thesis hours; dissertation; internships; externships and other field experiences; co-ops; or applied, individualized instruction in Music, Art or Dance. Penalty Fees, including excess hour fees and repeat course fees, are not covered by the tuition waivers outlined in this regulation.
- (e) Tuition waivers may be subject to income taxation. Please refer to the Eligibility Guidelines and Procedures for more information, available at <http://hr.ucf.edu/current-employees/tuition-waiver-program/>.

*Authority: BOG Regulation 7.008. History—New 4-30-81, Formerly 6C7-3.031, Amended 1-6-93, 3-16-03; Formerly 6C7-3.0031, Amended 6-18-09, 10-10-16, 7-20-18, \_\_\_\_\_-19.*



ITEM: NG-5

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Amendments to University Regulation UCF-4.010 Solicitation on Campus

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**Background:**

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.”

**Issues to be Considered:**

The University proposes to amend Regulation UCF-4.010 to exempt vendors, agents, and brokers authorized by the UCF Human Resources Office to promote employee benefit programs from the procedures of this regulation.

This regulation was posted online June 14, 2019, for public comment. No comments were received as of the date of submission of these materials.

**Alternatives to Decision:**

Do not amend University Regulation UCF-4.010.

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approve amendments to University of Central Florida Regulation UCF-4.010.

**Authority for Board of Trustees Action:**

Board of Governors regulation 1.001

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Proposed Amended Regulation UCF-4.010 (redline)

**Facilitators/Presenters:**

Youndy Cook, Deputy General Counsel

Attachment A

**UCF-4.010 Solicitation on Campus.**

(1) This regulation applies to all solicitors.

(2) Definitions

(a) For purposes of this regulation, “campus” shall be defined to include all properties and facilities under the guidance, supervision, regulation, or control of the University of Central Florida or any of its direct support organizations, and all fraternity and sorority houses on the campus.

(b) Solicitation is defined to be any act or event conducted for the purpose of financial or commercial gain to the vendor, individual(s) or organization(s). For purposes of this regulation, solicitation includes:

1. the sale, lease, rental or offer for sale, lease, rental, or distribution of any property, product, merchandise, publication or service, whether for immediate or future delivery; or
2. the distribution or display of printed material, merchandise, or products – whether through printed or media advertising, sponsorships, or otherwise – that is designed to publicize, advertise, encourage the purchase, use, or rental of any property, product, merchandise, publication or service.

(c) Solicitor is defined to be any person, individual, vendor, or business that engages or wishes to engage in solicitation. The term solicitor would include any university department, group, organization, employee, student, student organization, vendor, or visitor that engages or wishes to engage in solicitation.

(d) University contract is defined to mean any university obligation, commitment, or contract that obliges the university in any way, whether or not money is exchanged, or which relates to the needs of the university’s own operations or academic mission. The term university contract would include bond obligations, support of university departments or direct support organizations, agreements with vendors and suppliers, and other commitments the university has made or may make.

(3) Solicitation is prohibited on campus without prior approval. UCF Business Services is the primary authority for approving solicitation on campus. Except as provided in this regulation, university departments, units, and DSOs must have approval [from UCF Business Services](#) prior to entering into any contract allowing solicitation on campus by any third party.

(4) All approved solicitation must be appropriate for the university community, benefit the students, faculty, and staff, and be conducted in a manner that will not:

- (a) obstruct vehicular, bicycle, pedestrian, or other traffic;
- (b) obstruct entrances or exits to buildings or driveways, or impede entry to or exit from any building or parking lot or vehicular path;
- (c) interfere with educational or administrative activities inside or outside any building;
- (d) violate a law, rule, regulation, or ordinance;
- (e) interfere with scheduled university ceremonies or events;
- (f) interfere with or disrupt normal university operations;
- (g) damage property, including grass, shrubs, trees, or other landscaping;
- (h) harass, embarrass, or intimidate the person or persons being solicited;
- (i) violate or impair any existing university contract, as defined above.

(5) Solicitors wishing to engage in solicitation activity at the University of Central Florida must contact and obtain approval through UCF Business Services.

(6) Solicitation procedures:

- (a) Vendors must obtain prior approval from UCF Business Services for solicitation. Approvals may be subject to a processing fee.
- (b) Vendors must adhere to the requirements established by UCF for the safety of the event and any rules as may be mandated by UCF's Department of Environmental Health and Safety and/or University Police.
- (c) UCF is not responsible for any loss, theft, or damage to vendors' equipment or goods. Vendors are responsible for the security of their property.
- (d) Those violating this policy will be instructed to cease and desist immediately and may be asked to leave the property. Additionally, a no-trespass warning by the UCF police may be issued to violators.
- (e) Failure of officially registered, active student organizations to comply with this regulation may result in student disciplinary action taken against such organizations, including the loss of the privilege to engage in solicitation on campus, the loss of the privilege to register as a student organization, as well as other disciplinary action. Failure of a student to comply with this regulation may result in student disciplinary action taken against the student.

- (f) By requesting the opportunity for solicitation on the premises, a solicitor warrants that it may lawfully sell or promote its product, service or idea and that such activity does not violate any law, and does not violate any trademark, copyright, or similar proprietary interest.
- (g) A university department, unit, or direct support organization wishing to enter into a contract with a third party that will involve the third party engaging in solicitation on campus must consult with and obtain the approval of UCF Business Services or designee prior to entering to any such contract.

(7) Special Requirements for Food or Beverage Vendors. The university has contractual relationships with specific companies for food and beverage provision on campus. Specifically, the university has an exclusive concessionaire, a preferred caterer, and an exclusive pouring rights and sponsorship agreement. Any other food or beverage vendors may only solicit at the university if their solicitation conforms with these prior contractual arrangements, as well as with other university requirements and policies. Food or beverage vendors must comply with all legal health and safety requirements. Food or beverage vendors may be referred to the university's contractual partners for contractual and administrative oversight. Preference will be given to existing on-site merchants.

(8) Printed Materials Distribution and Posting

- (a) A solicitor must obtain prior approval for solicitation from UCF Business Services for printed material distribution and posting in campus common areas. Refer also to the university's signage policy.
- (b) Posting or otherwise affixing information or items to UCF buildings or property other than bulletin boards is prohibited. Those wishing to post academic-related material on a bulletin board must gain approval from the building coordinator. As a general rule the building coordinator allows items from 1) faculty for their own classes, 2) Student Government Association, or 3) Administration (EHS/Safety/Police). Non-academic solicitation requests must be approved by the Director of Business Services.
- (c) Posting or otherwise affixing printed material or other items on vehicles parked in UCF parking facilities is prohibited.

(9) Exceptions

- (a) Student Union Market Day. This policy does not apply to activities at the Student Union on Market Day as long as the activities do not violate or impair any existing university contract or this regulation. The Director of the Student Union or designee in accordance with Student Union policy regulates activities in the Student Union grounds.
- (b) Football Game Day. On campus football game days, the area designated as the “Gold Zone” is regulated for solicitation purposes by the UCF Athletics Association, Inc. (“UCFAA”), and they may approve solicitation in that area so long as the solicitation does not violate or impair any existing university contract and does not violate paragraph (4) of this regulation. The UCFAA and their designee(s) regulate activities within the Gold Zone. SGA-sponsored functions and student activities may be conducted on Memory Mall in specifically defined areas as long as these activities do not violate or impair any existing university contract or this regulation.
- (c) Registered student organizations that have written permission from the Director of the Student Union and/or the appropriate building coordinator to conduct a solicitation to benefit only the student organization have exception from this policy, as long as the activities do not violate or impair any existing university contract or this regulation. No person or entity outside of the student organization shall participate in the solicitation or receive any financial or other benefit or thing of value from the solicitation. Examples of such solicitations include but are not limited to bake sales and similar fundraising activities, distribution of literature, speakers, giveaway promotions, or signing of petitions.
- (d) The university has contractual relationships with merchants that maintain regular business hours on campus in contractually defined locations. Those merchants are engaged in approved solicitation only to the extent they are operating within the terms of their contracts and the confines of their defined locations on campus. If an established merchant on campus wishes to solicit on campus outside of their contractually defined location, they must seek approval for that solicitation and comply with this regulation.

(e) This regulation does not apply to vendors, agents, or brokers authorized by the UCF Human Resources Office to offer employee benefits products and services to UCF employees. The Office of Human Resources manages and performs oversight for its specific employee benefits business lines and vendor relationships through departmental guidelines and forms, and does so independently of UCF Business Services and this regulation. Vendors, agents, or brokers authorized by UCF Human Resources are engaged in approved solicitation only to the extent they are operating within the terms of their agreements with the State of Florida or the University and the authorization provided by the UCF Human Resources Office.

*Authority: BOG Regulation 1.001. History—New 10-8-75, Amended 10-30-78, Formerly 6C7-4.10, Amended 4-27-03, 1-5-09; Formerly 6C7-4.010. Amended 5-5-14, 11-15-18, \_\_\_\_\_-19.*

**ITEM: NG-6**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Amendments to University Regulation UCF-4.034 University Direct Support Organizations

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**Background:**

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.”

**Issues to be Considered:**

The University proposes to amend Regulation UCF-4.034 to remove reference to the Materiality Guidelines that, at the May 16, 2019 Board of Trustees meeting, were rescinded and replaced by the Delegation of Authority to the President.

This regulation was posted online June 14, 2019, for public comment. No comments were received as of the date of submission of these materials.

**Alternatives to Decision:**

Do not amend University Regulation UCF-4.034.

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approve amendments to University of Central Florida Regulation UCF-4.034.

**Authority for Board of Trustees Action:**

Board of Governors regulation 1.001

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Proposed Amended Regulation UCF-4.034 (redline)

**Facilitators/Presenters:**

Youndy Cook, Deputy General Counsel

Attachment A

**UCF-4.034 University Direct Support Organizations.**

- (1) As provided in Section 1004.28, Florida Statutes, and Florida Board of Governors Regulation 9.011, a Direct Support Organization is an organization that is certified by the University of Central Florida Board of Trustees as operating in a manner consistent with the goals of the University and the best interest of the State.
- (2) To obtain certification as a Direct Support Organization, the organization must submit to the Board of Trustees the following:
  - (a) The proposed Articles of Incorporation.
  - (b) The proposed Bylaws, which shall describe the operating procedures and specific individual responsibilities of the Board of Directors, committees, and officers of the organization.
- (3) The Articles of Incorporation and the Bylaws, together, shall provide that:
  - (a) Persons employed by the organization shall not be considered to be employees of the State of Florida by virtue of employment by the organization.
  - (b) The chief executive officer or director of the organization shall be selected and appointed by the governing board of the organization, subject to prior approval by the President of the University. The director or chief executive officer shall report to the President of the University or the President's designee, who shall be a vice president or other senior officer reporting directly to the President.
  - (c) The chair of the Board of Trustees shall appoint a Trustee representative to the board of directors and executive committee of the organization, and the President of the University or his/her designee shall serve on the board of directors and executive committee of the organization. The Board of Trustees shall approve appointments to each direct support organizations Board of Directors, except for the chair's Trustee representative and the president (or president's designee). The chair's Trustee representative may not be the university president; nor may the chair and president appoint the same person to represent both the chair and the president on any one direct support organization board.
  - (d) Any subsequent amendments to the Articles of Incorporation or Bylaws of the organization must be submitted to the Board of Trustees for approval prior to becoming effective.



- (e) The organization shall provide equal employment opportunities for all persons regardless of race, color, religion, sex, age, or national origin. Personal services provided to the organization must comply with Section 1012.976, Florida Statutes.
- (4) Upon certification by the Board of Trustees, a direct support organization is authorized to use the property, facilities and personal services of the University.
- (5) Direct support organizations shall conduct business in accordance with the ~~Board of Trustees' Materiality Guidelines~~, UCF Debt Management Guidelines, and the Delegation of Authority to the President. As required therein, the Board of Trustees shall approve: purchases, acquisitions, and project expenditures with an annual financial commitment, obligation, or contingent risk of five million dollars or .5% of the university budgets, whichever amount is smaller; a contractual obligation of either more than five (5) years' duration or an aggregate net value of five million or more dollars; and the issuance of debt by a direct support organization. The provisions of this paragraph are not intended to apply to either: (i) the receipt by or award of funds to a direct support organization, such as donations or sponsored research funding or (ii) a direct support organization expenditure where the funding is supplied by a third party (including but not limited to a granting agency, awarding entity, or donor) as part of a grant, award, sponsored research contract, or donation.
- (6) The President of the University shall have the authority to monitor and control the use of University name and resources by the organization, monitor compliance of the organization with state and federal laws and rules of the Board of Trustees, and approve salary supplements and other compensation or benefits paid to the University faculty and staff from organization assets.
- (7) The President of the University shall determine the compensation of organization employees from organization assets and such authority may not be delegated.
- (8) A Direct Support Organization shall prepare, at least annually, a budget to be reviewed and approved by the organization's governing board and the Board of Trustees.
- (9) The Direct Support Organization shall prepare quarterly expenditure plans for review and approval by the President or designee, who shall be a vice president or other senior officer of the university reporting directly to the President.
- (10) Direct support organizations shall provide for an annual audit by an independent certified public accountant, as prescribed by applicable law and rules, which shall be forwarded to the Board of Trustees for review and oversight.

(11) The University President may request that the Board of Trustees decertify a direct support organization if the President determines that the organization is no longer serving the best interest of the university. The request for decertification shall include a plan for disposition of the direct support organization's assets and liabilities.

(12) The organization shall comply with all other obligations required by law and regulation, including those required by Section 1004.28, Florida Statutes and Florida Board of Governor Regulation 9.011. As set forth therein, the organization shall not use state funds for travel expenses.

*Authority: BOG Regulations 1.001 and 9.011. History—New 4-3-03; Formerly 6C7-4.034; Amended 5-11-09, Amended 9-15-14, 1-24-19, \_\_\_\_\_-19.*

**ITEM: NG-7**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Amendments to Chapter 5 University Regulations

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**Background:**

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.”

**Issues to be Considered:**

The University proposes to amend Regulation UCF-5.006 to clarify the composition of the Student of Concern Team as well as clarify certain roles on the team. The mandated assessment procedure section is amended to streamline the process. Additional minor edits updating job titles have been made throughout.

The University proposes to amend Regulation UCF-5.008 to add new language to the sections on academic misconduct, disruptive conduct, and larceny/property damage. The definition of stalking is updated, and the section on hazing is amended to conform to recent changes in the Florida Statute on hazing.

The University proposes to amend Regulation UCF-5.010 to update the number of business days for a student to submit an appeal; and to provide additional options to the appellate officer when a student appeals a conduct action.

The University proposes to amend Regulation UCF-5.012 to add new language concerning disruptive conduct and hazing. The changes regarding the prohibition on hazing are proposed to conform to recent changes in the Florida Statute on hazing.

The University proposes to amend Regulation UCF-5.013 to add new language clarifying for registered student organizations who fail to attend the scheduled formal hearing that the process will proceed without them.

The University proposes to amend Regulation UCF-5.015 to refine the language explaining the process following an academic integrity formal hearing.

The University proposes to amend Regulation UCF-5.017 to add a link to the newly created online petition form used to appeal the decision of a graduate program.

These regulations were posted online June 14, 2019, for public comment. No comments were received as of the date of submission of these materials.

**Alternatives to Decision:**

Do not amend University Regulations UCF-5.006, 5.008, 5.009, 5.010, 5.012, 5.013, 5.015, and 5.017.

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approve amendments to University of Central Florida Regulations UCF-5.006, 5.008, 5.009, 5.010, 5.012, 5.013, 5.015, and 5.017.

**Authority for Board of Trustees Action:**

Board of Governors regulation 1.001

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Proposed Amended Regulation UCF-5.006 (redline)

Attachment B: Proposed Amended Regulation UCF-5.008 (redline)

Attachment C: Proposed Amended Regulation UCF-5.009 (redline)

Attachment D: Proposed Amended Regulation UCF-5.010 (redline)

Attachment E: Proposed Amended Regulation UCF-5.012 (redline)

Attachment F: Proposed Amended Regulation UCF-5.013 (redline)

Attachment G: Proposed Amended Regulation UCF-5.015 (redline)

Attachment H: Proposed Amended Regulation UCF-5.017 (redline)

**Facilitators/Presenters:**

Youndy Cook, Deputy General Counsel

Attachment A

**UCF-5.006 Student Rights and Responsibilities**

(1) Student Rights. Upon enrollment, students are entitled to the following freedoms and rights, provided the exercise thereof is accomplished in accordance with University procedures and does not result in disruption or disturbance as elsewhere described in the Regulations.

- (a) Participation in Student Government Association and its elective process.
- (b) Membership in Registered Student Organizations.
- (c) Freedom of expression. The basic freedoms of students to hear, write, distribute, and act upon a variety of thoughts and beliefs are guaranteed. Freedom of expression carries with it the responsibility for seeing that the essential order of the University is preserved.
- (d) Freedom to hold public forums. The University desires to create a spirit of free inquiry and to promote the timely discussion of a wide variety of issues, provided the views expressed are stated openly and are subject to critical evaluation. Restraints on free inquiry are held to a minimum and are consistent with preserving an organized society in which peaceful, democratic means for change are available. Guest lecturers or off-campus speakers sponsored by student groups may appear on the UCF campus following arrangements with the designated University authority for such appearances.
- (e) Freedom to hear, write, distribute, and act upon a variety of thoughts and beliefs. This freedom is subject to the following:
  - 1. Written materials identified by authorship and sponsorship may be sold or distributed on campus within the guidelines of propriety and responsible journalism. The distribution of such material, as is arranged by the Director of Office of Student Involvement, is permissible for registered student organizations provided steps have been taken to preserve the orderliness of the campus.
  - 2. Solicitation, whether printed materials or otherwise, on campus is prohibited except as provided in University Regulation UCF-4.010.
  - 3. The distribution of materials or circulation of petitions to captive audiences such as those in classrooms, at registration, in study areas or in residential units is not allowed without prior permission. Such permission may be requested from the appropriate university official.

- (f) Peaceful assembly. Student gatherings must neither disrupt or interfere with the orderly educational operation of the institution, nor violate state or local laws, or University regulations.
  - (g) Fair and impartial proceeding. These matters shall include, but not be limited to:
    - 1. Disciplinary proceedings involving an alleged violation of academic and nonacademic rules.
    - 2. Refunds and charges. The status of a student charged with a violation of University rules shall not be affected pending final disposition of the charges except in the case of administrative action (also known as an interim action). For specific procedures and rights of students during the Student Conduct Review Process, see later section entitled “Student Conduct Review Process.”
  - (h) Confidentiality of student records. Each University office and agency which generates, collects, and disseminates information on students must follow the guidelines for confidentiality of those records in their possession. For further information see “Student Record Guidelines.”
- (2) Student Responsibilities. A student at the University is deemed to have given his or her consent to the policies of the University and the Florida Board of Governors and to the laws of the State of Florida. Each student is responsible for reviewing the rules and regulations of the University and for abiding by them.
- (3) Definitions.
- (a) The term “Academic Integrity Panel” is comprised of one faculty and one staff/faculty member and two students selected from the Student Conduct Board. Members of this panel will receive annual training on how to conduct an investigation related to academic misconduct.
  - (b) The term “Advisor” or “Support Person” refers to any individual who provides support, guidance or advice to a party involved in a Title IX investigation or Student Conduct Review Process. The Advisor or Support Person of the involved party’s choice may assist and/or accompany the party throughout the investigative process and Student Conduct Review Process. This person shall not speak for, or present the information on behalf of the party who requested the Advisor or Support Person’s attendance.

- (c) The term “Clery Act” refers to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The Clery Act is a federal law that requires institutions of higher education to provide current and prospective students and employees, the public, and the federal government with crime statistics and information about campus crime prevention programs and policies. Among other crimes, the Clery Act requires that colleges and universities report forcible sex offenses including sexual assault and rape. The Clery Act was amended by the Violence Against Women Reauthorization Act of 2013.
- (d) The term “Community ReEngagement and Educational Development (CREED) Program” is a committee composed of an equal number of faculty/staff and students appointed by the Director of the Office of Student Conduct to review the disciplinary probation status of a student.
- (e) The term “Complainant” refers to anyone who discloses having been subjected to sex discrimination, which includes sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity in the commission of any act prohibited by the Rules of Conduct section UCF-5.008(5) or the Organizational Rules of Conduct section UCF-5.012(5), regardless of whether that person makes a report or seeks action under that policy.
- (f) The term “Continuously Enrolled” is defined as being enrolled in classes without a break of two or more consecutive regular semesters/terms (i.e., Fall and Spring, or Spring, Summer, and Fall).
- (g) The term "Deputy Title IX Coordinator" is defined as a university employee who is responsible for assisting with the coordination of the University’s efforts to comply with and carry out its responsibilities under Title IX. UCF’s Deputy Title IX Coordinators are Dana Juntunen, Brandi Stuart, and Abigail Malick.
- (h) The term “Director of the OSC” refers to the Director of the Office of Student Conduct.
- (i) The term “Executive Director of the OSRR” refers to the Executive Director of the Office of Student Rights and Responsibilities.
- (j) The term “Hold” refers to a service indicator placed on a student’s record that includes but is not limited to: prevent modification to registration; access to transcripts; and re-enrollment following a separation from the University

- (k) The term “mandated assessment” refers to a process which is used to evaluate the student’s risk of harm to self or others, and to take appropriate actions to ensure the safety of the student or others if risk is present, completed by a licensed mental health professional or other appropriate licensed medical provider.
- (l) The term “Off Campus” refers to any location not defined as University premises.
- (m) The term “Overlay” refers to a notification on a student’s university transcript that states the student is not in good standing.
- (n) The term “Preponderance of Evidence” means that evidence, considered as a whole, shows that the fact sought to be proved is more probable than not. This is the standard used in adjudicating all disciplinary cases within the Student Conduct Review Process.
- (o) The term “Record Sealing” refers to when a student’s disciplinary record cannot be examined except by a court order or designated officials.
- (p) The term “Relevant Information” means information that has been shown to directly support the position of a party throughout the University’s investigative process or Student Conduct Review Process.
- (q) The term “Respondent” refers to any student or registered student organization who has been accused of sex discrimination, which includes sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity as defined in Rules of Conduct section UCF-5.008(5) or the Organizational Rules of Conduct section UCF-5.012(5).
- (r) The term “Responsible Employee” is defined as any employee, and Direct Support Organization non-student employee, who is not a confidential employee as defined in the University’s *Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy*. Responsible Employees include (but are not necessarily limited to) Faculty (full-time and part-time), Staff (full-time and part-time), Resident Assistants, and graduate students with classroom responsibilities. Responsible employees also include those employees identified as Campus Security Authorities (CSAs). The University reserves the right to designate other individuals involved in university-sponsored/related activities as Responsible Employees on a case-by-case basis.



- (s) The term “Sanction” refers to outcome(s) imposed on students and registered student organizations found in violation of any Rules of Conduct or Organizational Rules of Conduct.
- (t) The term “Sex Discrimination” refers to any unlawful distinction, preference or detriment to an individual that is based upon an individual’s sex that: (1) excludes an individual from participation in; (2) denies the individual the benefits of; (3) treats the individual differently with regards 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. Sex discrimination includes sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity.
- (u) The term “Student” means any person enrolled in one or more classes at the University, either full time or part time, study abroad student, online students, continuing education students, students pursuing undergraduate, graduate or professional studies, either degree seeking or non-degree seeking. Persons who withdraw after allegedly violating the Rules of Conduct, or who are not officially enrolled for a particular academic term but who have a continuing relationship with the University are also “students.” Individuals who have been accepted for admission and have paid an enrollment deposit are considered “students” for limited purposes (including the Student Conduct Review Process).
- (v) The term “Student Conduct Board” means any person or persons authorized by the Director of the OSC or designee to gather information and make proposed findings regarding whether a student or registered student organization has violated the Rules of Conduct or Organizational Rules of Conduct and to propose sanctions that may be imposed.
- (w) The term “Title IX” refers to the Title IX of the Education Amendments of 1972 which is a federal law that protects people from discrimination based on sex in education programs or activities which receive Federal financial assistance. Title IX states that: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance”. Title IX’s sex discrimination prohibition protects against sexual harassment and

sexual violence and extends to claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity, pregnancy or parental status.

- (x) The “Title IX Coordinator” is defined as a university employee who is responsible for coordinating the University’s efforts to comply with and carry out its responsibilities under Title IX. UCF’s Title IX Coordinator is Matt Ricke.
  - (y) The term “University” means the University of Central Florida.
  - (z) The term “University Community” refers, collectively and individually, to students, University officials, Trustees, and all visitors, contractors, and guests to the University or any of its campuses, facilities or events.
  - (aa) The term “University Official” includes any person employed by the University (i.e. faculty, staff, administration, and residence hall staff) acting within the scope of their job duties.
  - (bb) The term “University Premises” includes all land, buildings, facilities, and other properties in the possession of or owned, used, controlled by the University, or its direct support organizations.
  - (cc) The term “VAWA” refers to the Violence Against Women Reauthorization Act of 2013, which amended the Violence Against Women Act and the Clery Act to provide new requirements for schools to prevent and respond to sexual violence, relationship violence and stalking. Some of these requirements include providing primary prevention education and awareness programs for all incoming students and employees; collecting statistics on relationship violence and stalking, in addition to current requirements to collect sexual assault statistics; issuing Complainants a written notice of their rights; and adopting grievance policies that are prompt, fair, and impartial as well as administered by trained officials.
  - (dd) The term “VP of SDES” refers to the Vice President of Student Development and Enrollment Services.
  - (ee) The term “Witness” refers to any person who directly observed an incident or has direct or indirect knowledge related to an incident
- (4) Smoking. While on UCF property, students will uphold the smoke-free campus policy (<http://smokefree.sdes.ucf.edu/>) to ensure a healthy and clean environment for everyone. Smoking of any kind is prohibited in all facilities and areas of the UCF campus.

(5) Medical Emergencies. The University of Central Florida highly encourages students and registered student organizations to call for medical assistance whenever an individual experiences severe intoxication/impairment or serious injury after consuming alcohol and/or drugs. Students and registered student organizations may be reluctant to call for help for themselves or others due to potential involvement from the UCF Police Department or the Office of Student Conduct. Due to the serious or life-threatening nature of these medical emergencies, the University of Central Florida urges students to contact emergency medical services or the UCF Police Department if alcohol-related and/or drug-related medical emergencies arise. The university's primary goal is to create a safe environment for its students. Procedures and expectations regarding these incidents have been outlined in the Office of Student Conduct Rules of Conduct Controlled Substance and Drug Violations and Alcoholic Beverages section and the Organizational Rules of Conduct section.

(6) Student Care Services. ~~In order to~~To provide comprehensive and consistent care for students experiencing academic, financial or personal challenges, Student Care Services (SCS), under Student Rights and Responsibilities provides support to students identified as needing additional on-campus or off-campus resources. ~~Care Managers for~~ Student Care Services staff review referrals from students, faculty, staff and/or other parties who are concerned about behavior exhibited by a student. The goal of Student Care Services is to intervene and support the student before a situation reaches crisis level.

(a) ~~Care Managers~~ Student Care Services staff will reach out to the student to assess what resources would be beneficial and collaboratively develop an action plan to reduce obstacles affecting success at UCF. Student Care Services staff ~~Care Managers~~ will assist the student in coordinating with campus resources currently being utilized and will work with the student to monitor progress. Depending upon the circumstances, the referring person may receive feedback about the student's action plan. Students have the right to inspect and review all information submitted to Student Care Services.

~~(7)(b)~~ Student of Concern Team. In order to support student success, ~~Care Managers~~the University may utilize additional campus resources to assist the student. This may include collaboration with the Student of Concern Team (SOCT), a multidisciplinary group that reviews potential concerns presented by the UCF community regarding student behavior. The SOCT offers additional knowledge of university resources and procedures and may make further

recommendations regarding action plan items for student success. Students of concern are presented to the team at the discretion of the Office of Student Rights and Responsibilities and/or Student Care Services.

- (a) The team may enlist the services of various campus units on an as needed basis, including but not limited to Counseling and Psychological Services, Student Health Services, Academic Services, Housing and Residence Life, First Year Advising and Exploration, Student Conduct, and the University of Central Florida Police Department.
- (b) The role of Student Health Services and Counseling and Psychological Services on the Student of Concern Team will be consultative in nature. When the involved student has been a patient or client of either agency, the staff representative will maintain the confidentiality of the student's clinical information and will make recommendations for action based solely upon the information provided in the meeting or as guided by clinical and licensure best practices.
- (c) Student Care Services staff has~~Care Managers have~~ additional campus support systems in place to assess students engaging in behavior that may pose a risk to themselves or others. This includes but is not limited to the University Crisis Team, Mandated Assessment Procedure, and Involuntary Withdrawal Procedure.

(87) University Crisis Team. The University may refer students who are viewed to be engaging in behavior(s) that pose risks to themselves or others to the University Crisis Team for possible action. Such behaviors include, but are not limited to: suicidal behavior, self-injury, threats to harm others, disruptive behavior, disordered eating, and endangerment to the community.

- (a) The Assistant Dean of Students~~Executive Director of OSRR~~ or designee will convene the team members in order to review each case and decide on the best course of action. The team is comprised of the following persons and/or their designee(s): Student Health Services Executive Director, Counseling and Psychological Services Director, UCF Police Department Chief, ~~Office of Student Rights and Responsibilities Executive Director~~, Student Care Services Associate Director, Office of Student Conduct Director, Associate Dean for Academic Services, Housing and Residence Life Director, Deputy General Counsel, Assistant Dean of Students and Student Development and Enrollment Services Associate VP and Dean of Students.

- (b) Various campus units may enlist the services of the team. These include but are not limited to Student Accessibility Services, Recreation and Wellness Center, Wellness and Health Promotion Services, Office of Fraternity and Sorority Life, Athletics, Alcohol and Other Drug Intervention Services, Undergraduate Studies, and Graduate Studies.
- (c) The role of the Student Health Services Executive Director and the Counseling and Psychological Services Director on the Crisis Team will be consultative in nature. When possible, the Student Health Services Executive Director and the Counseling and Psychological Services Director will not confer on a case for which they are (or have been) serving in a direct provider relationship with the involved student. When the involved student has been a client at UCF Counseling and Psychological Services, the Counseling and Psychological Services Director or designee will maintain the confidentiality of the student's clinical information and will make recommendations for action based solely upon the information provided in the meeting or as guided by clinical and licensure best practices.

~~(98)~~ Mandated Assessment Procedure. This University procedure is established for behaviors or actions that result in hospitalization from imminent danger to self or others via the Baker Act (F.S. 394.463) or Marchman Act (Chapter 397, Florida Statutes), significant acts or threats of violence to others, chronic eating disorders, dramatic and/or expansive displays of self-mutilation, behaviors that are significantly disruptive to the UCF community and /or diminish the ability of a student to care for oneself. Whenever the UCF Police provide transportation of a UCF student to the hospital for involuntary examination, the police will file a report with the OSRR. In addition, anyone may also file reports about students of concern with Student Care Services.

- (a) Once a report is received regarding a UCF student hospitalization via the Baker Act or the Marchman Act, Student Care Services may ~~notify and consult with designated representatives of UCF Counseling and Psychological Services or Student Health Services and/or the University Crisis Team to review the severity of the student's behavior for potential of continued risk to the campus community. A determination will be made whether a mandated assessment and/or physical assessment is needed to help the student in their specific situation or whether some other more stringent, protective action is appropriate to protect both the~~

~~welfare of the student and the community. utilize the~~The mandated assessment session(s) ~~may be used~~ to evaluate ~~the~~a student's risk of harm to self or others, and to take appropriate actions to ensure the safety of the student or others if risk is present. In addition, the mandated assessment session(s) are designed to assist students in developing a safety and/or well-being plan and provide students with educational resources. A member of Student Care Services will contact the student in a timely manner and require an initial meeting between a Student Care Services ~~staff member~~representative and the student to inform the student of their rights and responsibilities regarding the incident.

- (b) All students identified as threatening self-harm or having attempted suicide must complete a mandated assessment with a licensed mental health professional and/or a physical assessment with a licensed medical provider. Examples of a licensed mental health professional include a Student Health Services psychiatrist, a Counseling and Psychological Services clinician, or a community based licensed mental health professional or licensed psychiatrist of the student's choice. ~~Before the mandated assessment is conducted, Student Care Services or designee will first attempt to obtain an Authorization to Release/Exchange Confidential Information form from the student to provide the licensed mental health professional and/or licensed psychiatrist conducting the assessment with background information relevant to the reason for the mandated assessment.~~ Student Care Services will require proof of participation for the mandated assessment with a licensed mental health professional and/or proof of a physical assessment with an appropriate medical provider. The student must meet with Student Care Services within ten (10) business days following release to complete a follow up appointment. Student must provide proof of assessment within twenty (20) business days following release or prior to return to the university (in the event a student withdraws for the remainder of the semester or is placed on Medical Withdrawal). Failure to comply may result in disciplinary action or the convening of the University Crisis Team.
- (c) In cases where more protective action is needed based on more severe behavior/conduct (e.g., behavior endangering others, threats to harm others, behavior significantly disruptive to the UCF community), the Assistant Dean of

~~Students~~ ~~Executive Director of OSRR~~ or designee may initiate one or both of the following:

1. Interim Suspension followed by initiating the Student Conduct Review Process;
2. Convening of the University Crisis Team to consider the initiation of the Involuntary Withdrawal Procedure.

~~(109)~~ Involuntary Withdrawal Procedure.

(a) Introduction.

1. The University of Central Florida is committed to ensuring equality of educational opportunity while cultivating an environment that is safe for the campus community and supportive of student learning. The University will seek to intervene where a student's behavior interferes with the rights of others within the University community or where the student presents a significant risk of harm to the health, safety, well-being and/or property rights of others. In such situations, safety and security concerns are paramount, and the University must react as promptly as feasible under the circumstances. University officials may consider a number of reasonable security and health and safety measures, including, but not limited to, requesting emergency assistance and seeking psychiatric evaluation, hospitalization, and treatment for mental illness as appropriate under the law. Additionally, the University may determine that it is necessary for the student to be involuntarily withdrawn from the University for the protection of others. This section outlines the procedures to be used by the University in making an involuntary withdrawal decision.
2. This involuntary Withdrawal Procedure will be applied in a nondiscriminatory manner, and decisions will be based on consideration of the student's conduct, actions, and statements and not on knowledge or belief that the student has a disability.
3. The purpose of the Involuntary Withdrawal Procedure is for the University to be able to take urgent action when circumstances present a Significant Risk based on reasonably available information at the time. It will be necessary for the University to act promptly and for the benefit of the

community as a whole, even if that means that, in consideration of later-presented information, the procedure ultimately concludes in favor of the student's continued enrollment (with or without conditions). Where the involuntary withdrawal procedure is invoked but the student is permitted to continue enrollment with no conditions, the University will take reasonable steps to assist the student in resuming their academic endeavors with as little disruption as feasible under the circumstances.

- (b) Direct Threat. When a student's behavior is deemed to pose a direct threat risk to the health and safety of the community, the Associate Vice President and Dean of Students ("Dean of Students") or their designee may initiate an involuntary withdrawal of the student on behalf of the university. The Dean of Students or designee will consult with the University Crisis Team before a final decision is made on the involuntary withdrawal of the student. A student poses a Direct Threat when the student's behavior poses a "Significant Risk" to the health or safety of the student or others, or of significant property damage, or of substantial disruption to the lawful activities of others or the educational process or orderly operation of the University, and reasonable modifications of policies, practices, or procedures will not sufficiently mitigate the risk. Significant Risk is defined as the high probability of harm, ~~or~~ threats of harm, or disruption and not just a slightly increased, speculative, or remote risk of such ~~harm~~. Significant Risk is identified based on information that is reasonably available at the time of consideration. Information may be provided to the University through different means, including an incident report to Office of Student Rights and Responsibilities (OSRR), a police report, information provided following a hospitalization, or any other reliable source.
- (c) Interim Involuntary Withdrawal.
1. A student may be involuntarily withdrawn from the University on an interim basis ("Interim Involuntary Withdrawal") if the Assistant Dean of Students~~Executive Director of OSRR~~ or designee determines, based upon information reasonably available at the time, that the student poses a Direct Threat as defined above. A student will remain on Interim Involuntary Withdrawal pending the outcome of the Interim Involuntary



Withdrawal Review. An Interim Involuntary Withdrawal may be imposed prior to a meeting of the University Crisis Team.

2. A student will be notified of Interim Involuntary Withdrawal through a written notice outlining the Interim Involuntary Withdrawal procedure, including the time, date, and location of the Interim Involuntary Withdrawal Review.
  3. A student under Interim Involuntary Withdrawal shall be given an opportunity to present information to the University Crisis Team within three (3) business days from the effective date of the Interim Involuntary Withdrawal, ~~in order~~ to review the following issues only:
    - a. The reliability of the information concerning the student's behavior and,
    - b. Whether or not the student's behavior poses a Direct Threat, as defined above.
  4. If upon conclusion of the Interim Involuntary Withdrawal review, the University Crisis Team determines the student will remain on Interim Involuntary Withdrawal based on the above defined issues, the University Crisis Team will proceed with the Involuntary Withdrawal procedures as outlined below.
- (d) Involuntary Withdrawal – Notice to Student. A student subject to Involuntary Withdrawal is entitled to the following:
1. Notice of intent to remove the student pursuant to this policy stating the reasons for the proposed action.
  2. The opportunity to examine the psychiatric or other evaluations provided to the University Crisis Team and to discuss them.
  3. The opportunity to present relevant information for consideration of his/her case personally, or by a licensed mental health professional working with that student, if the student is not capable of self-representation.
  4. The opportunity to have an advisor of the student's own choice accompany the student to any meetings or proceedings described in this

procedure. The advisor may not present on behalf of the student or otherwise participate in the meeting or proceeding..

5. The right to appeal.

- (e) Involuntary Withdrawal – Meeting of the University Crisis Team. The Assistant Dean of Students ~~Executive Director of OSRR~~ or designee will call a meeting of the University Crisis Team no earlier than five (5) business days after notifying the student of the proposed Involuntary Withdrawal. The student will be notified of the time, date, and location of the University Crisis Team meeting. The student may be present at this meeting and may present information in support of him/herself. Following the student’s presentation, the team shall meet in a confidential deliberation. At the conclusion of this confidential deliberation, the team shall make a recommendation to the Dean of Students or designee, based upon the Team’s review of all available information at the time of the meeting, as to whether the University should:
1. involuntary withdraw the student due to Direct Threat;
  2. make no changes to the student’s status;
  3. allow continued enrollment with conditions; or
  4. if the student is on Interim Involuntary Withdrawal at the time, reinstate the student with or without conditions.
- (f) Involuntary Withdrawal – Notifying Student of Recommendation and Decision. The Dean of Students or designee will make a final decision regarding the student’s enrollment status based on the totality of information available to the University and considering both the University Crisis Team’s recommendation and any information presented by the student. The Dean of Students or designee will notify the student in writing within two business days of the final decision regarding the student’s enrollment status.
- (g) Involuntary Withdrawal – Appeal. In the event a student disagrees with the decision of the Dean of Students or designee, the student may appeal the decision. The appeal must be made in writing to the Vice President for SDES, or designee, within three (3) business days after the date of the notification to the student of the decision. A student may appeal the decision based on one or more of the following criteria:

1. Irregularities in fairness and stated procedures that could have affected the outcome of the decision.
2. Discovery of new and significant information that could have affected the outcome and that was not known or could not reasonably have been discovered and/or presented at the time of the meeting.
3. The outcome is extraordinarily disproportionate to the reported behavior.

The Vice President of SDES or designee, shall, within three (3) business days, sustain the initial decision or return the case to the University Crisis Team for re-consideration. The Vice President's decision to sustain the initial decision is final action. If the matter is returned for re-consideration, the process will resume at the step outlined in subsection (e), above.

- (h) Upon being involuntarily withdrawn, the student may no longer enroll in classes, may not be an active member of a registered student organization, may no longer use University facilities, must vacate University owned housing, may no longer be permitted on University property, and may not be employed by UCF. Additionally, an involuntarily withdrawn student may be entitled to whatever refunds of tuition, fees, and room and board charges as would be appropriate given the timing of the withdrawal.
- (i) Students who are involuntarily withdrawn from the University shall have a hold placed on their records, which will prevent them from being readmitted or reenrolled at the institution except as stated in this paragraph. A student may request readmission or reenrollment at the University and provide the Dean or Students or designee with documentation from an appropriate healthcare provider of their choice who has conducted a proper assessment of the student and concluded that the student is ready and able to safely return to the University and does not pose a Direct Threat as defined above. . In cases where the Dean of Students or designee has imposed other conditions for readmission, it is the responsibility of the student to provide documentation of compliance with such conditions.
- (j) A student who is considered for but ultimately not subject to Involuntary Withdrawal may be subject to conditions on continued enrollment at the University. In such cases, the student will be provided with a written summary of any such conditions and must meet all conditions in order to maintain student status. A

student who fails to meet such conditions may be later subject to involuntary withdrawal by the Dean of Students or designee, or may be subject to charges through the University's Student Conduct Review Process for failure to comply.

- (k) The current voluntary medical withdrawal process should not be used to handle withdrawals where a Direct Threat is evident or where a violation of the Rules of Conduct has allegedly occurred. Information for students seeking a medical withdrawal is available in the Catalog.
- (l) As a general principle, the University prefers to use the Student Conduct Review Process in instances of misconduct, without regard to whether the student has a physical or mental condition that might be contributing to the misconduct. The Involuntary Withdrawal Procedure is to be employed in those situations in which the regular Student Conduct Review Process is not applicable or, due to safety concerns, cannot be applied in a sufficiently timely fashion.

~~(1140)~~ Title IX Policy and Procedure.

- (a) Federal law, specifically Title IX of the Education Amendments of 1972 (Title IX), prohibits discrimination on the basis of sex in education programs or activities. Title IX prohibits sex discrimination against students, staff and faculty—which includes acts of sexual misconduct, stalking and relationship violence. Title IX also prohibits retaliation for making a good faith report of sex discrimination or participating in or being a party to any proceeding involving sexual misconduct and/or interpersonal violence. A closely related federal law, Section 304 of the Violence Against Women Act (“Campus SaVE Act”), requires universities to increase transparency about the scope of sex-related violence on campus, guarantee victims enhanced rights, provide for standards in institutional conduct proceedings, and provide campus wide prevention education and awareness programming.
- (b) The University of Central Florida is committed to fostering an environment in which all members of our campus community are safe, secure, and free from sex discrimination, including sexual misconduct, stalking, and relationship violence, listed and defined in the Rules of Conduct (UCF-5.008) and Organizational Rules of Conduct (UCF-5.012). Our community expects that all interpersonal relationships and interactions – especially those of an intimate nature – be

grounded upon mutual respect and open communication. When learning of conduct or behavior that may not meet these standards, community members are expected take an active role in promoting the inherent dignity of all individuals.

- (c) The university encourages any faculty, staff, student or non-student who thinks that he or she has been subjected to sex discrimination or retaliation by another student, member of the faculty or staff, or third party affiliated with the University to immediately report the incident to the Office of Institutional Equity.
- (d) The University strives to promote the safety and well-being of all students and employees. This information is applicable to students and employees regardless of their sexual orientation, gender identity, or gender expression.
- (e) Rights of the Complainant and the Respondent. Any individual (“Complainant”) who discloses having been subjected to sex discrimination, including sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity, and any individual or registered student organization (“Respondent”) who has been accused of sex discrimination, including sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity, are afforded the following rights throughout the university’s investigative process and the student conduct review process. These rights provide a fair process for both parties while also ensuring Complainant’s protections under Title IX and the Campus SaVE Act. These rights are in addition to the rights afforded in the student conduct review procedures outlined in UCF-5.009 (students) and UCF-5.013 (student organizations). Complainant and Respondent rights include the following.
  - 1. Both the Complainant and Respondent are permitted to have an advisor or support person accompany them throughout the university’s investigative process and student conduct review process. This person will not represent the Complainant or Respondent, address witnesses, investigator(s), the hearing body, any other party, or otherwise directly participate throughout the university’s investigative process and/or student conduct review process. In addition, if the selected person is a witness, the person cannot be an advisor or support person.

2. Both the Complainant and the Respondent have the right to remedial and protective measures and shall be notified of available assistance at the University.
3. Both the Complainant and Respondent will have equal opportunity to present relevant witnesses and other information during the investigative process and during a formal hearing. Prior to the initiation of the student conduct review process, the investigator has the discretion to determine the relevance of any proffered evidence and to include or exclude certain types of evidence. In general, the investigator will not consider statements of personal opinion, rather than direct observations or reasonable inference from the facts, or statements as to any party's general reputation for any character trait.
4. If the investigative process results in a recommendation to initiate the student conduct review process, both the Complainant and Respondent will receive notice to attend a preliminary conference meeting with the Office of Student Conduct and be informed of the available resolution options in the student conduct review process.
5. During the Student Conduct Review Process, both the Complainant and Respondent shall be informed of the Administrative Hearing Officer assigned to the case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification.
6. Both the Complainant and Respondent will be afforded similar and timely access to any information made available through the investigative process and/or that will be used during the student conduct review process.
7. If the matter proceeds to a formal hearing, both the Complainant and Respondent may submit a list of proposed questions related to the alleged incident to be asked during the formal hearing. The relevancy of proposed questions will be determined by the ~~conduct officer or~~ hearing body. During a formal hearing, all questions shall be asked through the hearing body. Both Complainant and Respondent should not be questioned directly by one another.

8. Both the Complainant and Respondent will have equal opportunity to present relevant witnesses and other information during the investigative process and a formal hearing. Relevancy and timeliness will be determined by the investigator(s); ~~conduct officer or formal~~ and/or hearing body.
9. Both the Complainant and Respondent may not have irrelevant past conduct, including sexual history, discussed during the formal hearing. The issue of relevancy shall be determined by the ~~investigator, conduct officer or the~~ hearing body.
10. Both the Complainant and the Respondent will be provided access to participate, during the entire formal hearing in person, via videoconference, by telephone, or by other means available.
11. At least ~~five~~ three (3) business days before the formal hearing, the Complainant may submit a written statement describing the impact of the Prohibited Conduct on the Complainant and expressing a preference about the sanction(s) to be imposed. At least ~~five~~ three (3) business days before the formal hearing, the Respondent may submit a written statement explaining any factors that the Respondent believes should mitigate or otherwise be considered in determining the sanction(s) imposed. The Office of Student Conduct will ensure that the Complainant and the Respondent each have an opportunity to review any statement submitted by the other party before the formal hearing. The purpose of the statement(s) is to assist the hearing body in proposing a sanction. Therefore, the statement(s) will be given to the hearing body for consideration only if the hearing body makes a proposed finding of in violation on one or more allegations of sexual misconduct and/or interpersonal violence addressed in the formal hearing.
12. Both the Complainant and Respondent will be informed, concurrently and in writing, of the outcome of the investigative process, the Student Conduct Review Process, and the outcome of the appeal process, in accordance with federal guidelines.

13. Both the Complainant and the Respondent have the right to appeal the outcome of the Student Conduct Review Process on the basis outlined in the applicable Student Conduct Appeals section UCF-5.010 (individual student UCF-5.013 (registered student organizations).
  14. Both the Complainant and Respondent will be given periodic status updates throughout the investigative process and the Student Conduct Review Process.
- (g) Administrative hearing officers and panel members who hear cases of sex discrimination (including sexual harassment, sexual misconduct, stalking, and/or relationship violence) receive annual training on how to conduct fair and impartial hearings for these types of cases.

*Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.003, New 6-18-09, Amended 7-19-12, 9-5-13, 11-24-14, 10-29-15, 7-28-16, 7-20-17, 1-18-18, 7-19-18, \_\_\_\_\_-19.*



## Attachment B

**UCF-5.008 Rules of Conduct**

The following defined and described actions include, but are not limited to, conduct for which disciplinary action may be taken at the University of Central Florida. Students are responsible for the observation of all University policies and regulations. Each student is expected to abide by these rules of conduct, and administrators are expected to enforce them. These Rules of Conduct should be read broadly and are not designed to define prohibited conduct in exhaustive terms. Additional rules and regulations may be revised during the year; announcements will be made on adoption of the changes or additions. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida. The Rules of Conduct apply to student conduct and will not be used to impose discipline for the lawful expression of ideas. Students are prohibited from engaging in:

## (1) Academic Misconduct

- (a) Unauthorized assistance: Using or attempting to use unauthorized materials, information or study aids in any academic exercise unless specifically authorized by the instructor of record. The unauthorized possession of examination or course related material also constitutes cheating.
- (b) Communication to another through written, visual, electronic, or oral means. The presentation of material which has not been studied or learned, but rather was obtained through someone else's efforts and used as part of an examination, course assignment or project.
- (c) Commercial Use of Academic Material: Selling of course material to another person, student, and/or uploading course material to a third party vendor without authorization or without the express written permission of the University and the Instructor. Course materials include but not limited to class notes, Instructor's power points, tests, quizzes, labs, instruction sheets, homework, study guides, and handouts.
- (d) Falsifying or misrepresenting the student's own academic work.
- (e) Plagiarism: Whereby another's work is used or appropriated without any indication of the source, thereby attempting to convey the impression that such work is the student's own.
- (f) Multiple Submissions: Submitting the same academic work for credit more than once without the express written permission of the instructor.

(g) Any student who knowingly helps another violate academic behavior standards is also in violation of the standards.

(h) Soliciting assistance with academic coursework and/or degree requirements. The solicitation of assistance with an assignment, lab, quiz, test, paper, etc., without authorization of the instructor of record or designee is prohibited. This includes but is not limited to asking for answers to a quiz, trading answers, or offering to pay another to complete an assignment. It is considered Academic Misconduct to solicit assistance with academic coursework and/or degree requirements, even if the solicitation did not yield actual assistance (for example, if there was no response to the solicitation).

(2) Possessing and/or Providing False and Misleading Information and/or Falsification of University Records

(a) Withholding related information, or furnishing false or misleading information (oral or written) to University officials, university and non-university law enforcement officers, faculty or staff.

(b) Possession, use or attempted use of any form of fraudulent identification.

(c) Forgery, alteration or misuse of any University document, material, file, record or instrument of identification.

(d) Deliberately and purposefully providing false or misleading verbal or written information about another person.

(e) Falsification, distortion, or misrepresentation of information during an investigation, the Student Conduct Review Process, including knowingly initiating a false complaint.

(3) Disruptive Conduct

(a) Any act that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the University or any part thereof or the rights of one or more individuals.

(b) Any act which deliberately impedes or interferes with the normal flow of pedestrian and vehicular traffic.

(c) Any act which intentionally interferes with the election processes of any University registered student organization or group..

(d) Misuse of any University safety equipment, firefighting equipment, or fire alarms.

(e) A false report of an explosive or incendiary device, which constitutes a threat or bomb scare.

- (f) Breach of peace: an act, which aids, abets, or procures another person to breach the peace on the University premises or at University sponsored/related functions.
- (g) Failure to comply with oral or written instruction from duly authorized University officials (i.e. faculty, staff, administration, residence hall staff) acting within the scope of their job duties or law enforcement officers acting in the performance of their duties, including failure to identify oneself to these persons when requested to do so.
- (h) Failure to produce identification upon request by a University official (i.e. faculty, staff, administration, residence hall staff), acting within the scope of their job duties or law enforcement officers acting in the performance of their duties.
- (i) Hindering or interfering with the student conduct review process by failing to obey the notice from a university official to appear for a student conduct meeting or hearing; and/or attempting to discourage an individual's proper participating in, or use of, the student conduct review process.
- (j) Violation of any other University regulation or policy as described in the UCF Regulations, UCF Policies and Procedures, or University department publicized policy.
- (k) Failure to comply with applicable law and University regulations and procedures for solicitation and fundraising activities on campus.

(4) Harmful Behavior

- (a) Physical harm or threat of physical harm to any person. This harmful behavior policy may not apply in those instances where it is found that a student is acting in self-defense.
- (b) Verbal, digital, or written abuse, threats, intimidation, coercion and/or other conduct that endangers the health, safety, or wellbeing of others, or which would place a reasonable person in fear of bodily injury or death. This definition, however, shall not be interpreted to abridge the rights of the University community to freedom of expression protected by the First Amendment of the United States Constitution and any other applicable law.
- (c) Discriminatory Harassment: defined as verbal, physical, electronic, or other conduct based on a protected category (such as race, color, religion, national origin, gender equity, et al), which, due to the severity and pervasiveness of the conduct and its targeted nature on the basis of a protected category, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive educational or work environment; and (ii)

has the purpose or effect of unreasonably interfering with an individual's employment, schooling, or business with the University. Harassment under this provision is conduct that would constitute harassment under federal or state civil rights laws or under University Regulation (UCF-3.001) and Prohibition of Discrimination, Harassment, and Related Interpersonal Violence Policy.

- (d) Bullying: Defined as behavior of any sort (including communicative behavior) directed at another, that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person or group in the target's position substantial emotional distress and undermine his or her ability to work, study, or participate in University life or regular activities, or which would place a reasonable person in fear of injury or death.
- (e) Stalking: defined as conduct not of a sexual nature that is repeated, unwanted conduct toward or contact with another person that would cause a reasonable person to fear for the person's safety or the safety of others, or to experience substantial emotional distress. ~~creates fear for the person's safety or the safety of others, or causes an individual to suffer emotional distress.~~ Such conduct is direct, indirect, or through a third party using any type of action, method, or means. Cyber stalking is also included in this definition.
- (f) Invasion of Privacy and Unauthorized Recording.
  1. Making, using, disclosing or distributing a recording of a person in a location or situation in which that person has a reasonable expectation of privacy and is unaware of the recording or does not consent to it; and any other conduct that constitutes an invasion of the privacy of another person under applicable laws and regulations. Such conduct includes, without limitation, unauthorized recording of personal conversations, images, meetings or activities.
  2. Unauthorized recording of a class or of organizational or University meetings, where there exists a legal expectation of privacy, and any use, disclosure, or distribution of any such recording.
  3. Engaging in acts of voyeurism, including but not limited to peeping or surreptitiously recording another in a bathroom.

4. Any notice, consent or other requirement under applicable laws and regulations must be fulfilled in connection with authorizing, making, using, disclosing or distributing any recording, where there is a legal expectation of privacy.
- (g) Retaliation against or harassment of complainant(s), other person(s) alleging misconduct, or anyone who participates in an investigation.
- (h) Condoning or encouraging acts of harmful behavior as defined above or failing to intervene during an act of harmful behavior while it is occurring.

(5) Sexual Misconduct and/or Interpersonal Violence

- (a) ~~Noneconsensual~~-Sexual Assault: Any nonconsensual sexual contact which occurs on or off the UCF campus.

1. Consent is an understandable exchange of affirmative words or actions, which indicate a willingness to participate in mutually agreed upon sexual activity. Consent cannot be obtained by force, threat, coercion, manipulation, reasonable fear of injury, intimidation, use of position of influence, or through the use of one's mental or physical helplessness or incapacity. The lack of a negative response, lack of protest or resistance, silence and passivity are not consent. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Past consent to sexual activity does not imply ongoing future consent.

- a. Responsibilities - It is the responsibility of the initiator to obtain clear and affirmative responses at each stage of sexual involvement.
- b. Standard - A determination of whether consent exists will be based on the information the initiator of the sexual act knew or should have known as a sober, reasonable person. Being impaired by alcohol or other drugs does not relieve an initiator of a sexual act from obtaining consent.
- c. Incapacitation – Incapacitation is a state where an individual cannot make rational, reasonable decisions because of age, mental or physical helplessness, sleep, unconsciousness, or lack of awareness that sexual activity is taking place. A person may be incapacitated due to the consumption of alcohol or other drugs, or due to a temporary or permanent physical or mental health condition. A person who is

incapacitated lacks the capacity to give consent because they cannot understand the facts, nature, or extent of the sexual interaction.

- d. Duration of Consent - Consent must be ongoing throughout sexual activity, for each sexual act, and can be withdrawn at any time.
    - i. Within each sexual encounter, there may be separate individual sexual acts involved. Consent to one act by itself does not constitute consent to another act. If verbal consent is not given, ongoing active participation is required for consent.
    - ii. The existence of a dating or sexual relationship between the persons involved, or the fact of past sexual relations have occurred between the parties, is not an indicator of consent for any current or future sexual encounter.
    - iii. An individual who seeks to withdraw consent must communicate, through clear words or actions, a decision to cease the sexual activity. Once consent is withdrawn, the sexual activity must cease immediately.
  - e. Scope of Consent - Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
2. Sexual Contact – includes but is not limited to the following behaviors:
- a. Touching, kissing, fondling (whether over or under clothing) of an individual for the purpose of sexual gratification; and/or
  - b. contact, however slight, between the mouth, anus or sex organ of one individual with either the anus or sex organ of another individual; and/or
  - c. contact, however slight, between the anus or sex organ of one individual and any other object.
- (b) Sex Harassment: Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, or otherwise, when the conditions for Discriminatory Harassment as defined in 5.008(4)(c), are present. This is conduct that would constitute sexual harassment under federal or state civil rights laws or under University Regulation UCF-3.001 Sexual Harassment may include inappropriate touching, acts of sexual violence,

suggestive comments and public display of pornographic or suggestive calendars, posters, or signs where such images are not connected to any academic purpose. A single incident of nonconsensual sexual contact (as defined above) may be sufficiently severe to constitute sexual harassment.

- (c) Gender-Based Harassment: Discriminatory harassment that is based on gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature, when the conditions for Discriminatory Harassment as defined in UCF-5.008(4)(c) are present.
- (d) Obscene or Indecent Behavior: Exposure of one's body in such a manner that another party reasonably could be offended or to display sexual behavior which another person reasonably finds offensive.
- (e) Voyeurism: Trespass, spying, or eavesdropping for the purpose of sexual gratification.
- (f) Solicitation of a Minor: soliciting sexual acts from a minor by oral, written, or electronic means.
- (g) Child Pornography: possessing, producing or the dissemination of child pornography
- (h) Relationship Violence: Relationship Violence includes any act of violence or threatened act of violence that occurs between individuals who are involved or have been involved in a sexual, dating, spousal, domestic, or other intimate relationship. Relationship Violence may include sexual assault, stalking, and physical assault. Relationship Violence may involve a pattern of behavior used to establish power and control over another person through fear and intimidation or may involve one-time conduct. A pattern of behavior is typically determined based on the repeated use of words and/or actions and inactions in order to demean, intimidate, and/or control another person. This behavior can be verbal, emotional, and/or physical and may be directed towards the former partner, their property, or other individuals. Examples of Relationship Violence may include, but are not limited to: slapping; pulling hair; punching; damaging another person's property; driving recklessly to scare someone; name calling; humiliating another person in public; harassment directed toward a current or former partner or spouse; and/or threats of abuse, such as threatening to hit, harm, or use a weapon on

another (whether Complainant or acquaintance, friend, or family member of the Complainant), or other forms of verbal threats.

- (i) Stalking: Stalking under this provision occurs ~~where~~when a person engages in a course of conduct of a sexual nature that is directed at a specific person under circumstances that would cause a reasonable person to fear for the person's safety or the safety of others, or to experience substantial emotional distress. A "course of conduct" is two or more acts, including but not limited to acts in which a person directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about another person, or interferes with another person's property. Stalking includes "cyber-stalking," a particular form of stalking in which a person uses electronic media, such as the internet, social networks, blogs, phones, texts, or other similar devices or forms of contact. Stalking may include, but is not limited to: non-consensual communications (face to face, telephone, e-mail); threatening or obscene gestures; surveillance/following/pursuit; showing up outside the targeted individual's classroom or workplace; sending gifts and/or notes (romantic, bizarre, sinister, or perverted); and/or making threats.
- (j) Sexual Exploitation: Sexual Exploitation is purposely or knowingly doing or attempting to do any of the following:
  1. Recording or photographing private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts or buttocks) without consent;
  2. Disseminating or posting images of private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts or buttocks) without consent;
  3. Allowing third parties to observe private sexual activity from a hidden location (e.g., closet) or through electronic means (e.g., Skype or livestreaming of images);
  4. Subjecting another person to human trafficking; or
  5. Exposing another person to a sexually transmitted infection or virus without the other's knowledge.
- (k) Complicity: Complicity is any act taken with the purpose of aiding, facilitating, promoting or encouraging the commission of an act prohibited by the Rules of Conduct Section UCF-5.008(5).



- (l) Any attempted acts of sexual misconduct and/or interpersonal violence defined above are also violations of this policy.

(6) Larceny/Property Damage

- (a) Unauthorized use, possession, or theft of property or service. Such property may be personal or public.
- (b) Damaging or defacing of University property or the property of another person whether or not it is on University premises.

(c) Tampering with or damaging fire safety equipment.

(7) Hazing

- (a) ~~Hazing is a~~Any action or situation ~~that~~~~which~~ recklessly or intentionally endangers the mental or physical health and/or safety of a student for ~~the purposes of including but not limited to:~~ initiation or admission into, or affiliation with, any organization operating under registration with the University or any student group operating with official sanction of the University. Hazing may result in felony charges.
- (b) Hazing includes ~~B~~brutality of a physical nature such as whipping, beating, branding, forced calisthenics, exposure to the elements; forced consumption of any food, liquid, liquor, drug, or other substances; or other forced elements; or other forced activity which could adversely affect the mental or physical health or safety of the individual.
- (c) Hazing includes ~~A~~any activity which could subject the individual to extreme mental stress such as sleep deprivation, forced exclusion from social contact, forced ~~conduct~~~~contact~~~~which~~~~that~~ could result in extreme embarrassment, or any other activity ~~that~~~~which~~ could adversely affect the mental health or dignity of the individual.
- (d) Hazing includes ~~F~~forcing, pressuring, or coercing, ~~or requiring~~ the student into violation of University policies or, federal, state, or local law.
- (e) Hazing includes soliciting a person to commit or being actively involved in the planning of any act of hazing as defined above where the act of hazing creates a substantial risk of physical injury or death to the person(s) hazed.
- ~~(f) Any activity, as described above, upon which the initiation or admission into or affiliation with a University of Central Florida organization may be directly or indirectly conditioned, shall be presumed to be a “forced” activity, the willingness of an individual~~

~~to participate in such an activity notwithstanding. It is not defense to an allegation of hazing that:~~

- ~~1. the consent of the victim had been obtained;~~
- ~~2. the conduct or activity that resulted in the death or injury of a person was not part of any official organizational event or otherwise sanctioned or approved by the student organization; or~~
- ~~3. the conduct or activity that resulted in the death or injury of a person was not done as a condition of membership into a student organization.~~

~~(g) Hazing does not include customary athletic events or other similar contests or competitions or any activity or conduct that furthers a legal and legitimate objective.~~

(8) Misuse or Unauthorized Use of Facilities and Grounds

- (a) Misuse or unauthorized use of classroom or laboratory facilities.
- (b) Abusing grounds or building structures including, but not limited to ramps, rails, stair sets and entryways by means of recreational cycling, skating, scootering, or other recreational activities or devices as outlined in Regulation UCF-4.036.
- (c) Unauthorized entry or attempted entry to any University facility.
- (d) Unauthorized possession, duplication or use of keys to any University premises.

(9) Misconduct at University Sponsored/Related Activities

- (a) Violation of UCF rules of conduct at UCF sponsored related activities shall also be a violation of the golden rule.
- (b) Violations of a regulation(s) of a host institution sponsored/related activity shall be a violation of the golden rule.

(10) Controlled Substance and Drug Violations

- (a) Possessing, consuming, or attempting to possess cannabis in any amount.
- (b) Cultivating, manufacturing, or attempting to obtain cannabis in any amount.
- (c) Possessing, consuming, cultivating, manufacturing, or attempting to possess any controlled substances other than cannabis, except as expressly permitted by law.
- (d) Selling or distributing cannabis or any other controlled substances other than alcohol.
- (e) Possessing or attempting to possess any drug related paraphernalia.
- (f) Misconduct under the influence of controlled substance(s) and/or drugs other than alcohol.

(g) Drug Emergencies - University Expectations for Individuals

1. University of Central Florida students who receive medical attention due to drug-related emergencies may be exempt from disciplinary action as part of the conditions for drug emergencies after review by the Director of the Office of Student Conduct. Students eligible for exemption will be referred for assessment and follow-up services in lieu of the student conduct review process.
2. Students who receive medical assistance for drug-related emergencies may receive exemption for violations of the Rules of Conduct Section 10(a)-10(f) ; however, exemption for other Rules of Conduct violations may not be granted. The Director of the Office of Student Conduct reserves the right to review each incident individually to determine whether the student will be exempt from disciplinary action. The Director of the Office of Student Conduct maintains the right to recommend additional requirements for students who are referred for assessment and fail to meet the requirements of their assessment. For subsequent incidents, appropriate interventions will be handled on a case by case basis.
3. Students who seek medical assistance on behalf of another impaired student may be exempt from disciplinary action for violations of the Rules of Conduct Section 10(a)-10(f). However, exemption for other Rule of Conduct violations may not be granted.
4. For parental notification regarding medical transports for drug-related incidents, refer to the Parental Notification Policy on the Office of Student Conduct website <http://osc.sdes.ucf.edu/notification>.
5. Additional information regarding alcohol and/or drug related emergencies can be found on the Office of Student Conduct website: <http://osc.sdes.ucf.edu/medicalemergencies>.

(11) Alcoholic Beverages Violation

- (a) Possessing or consuming alcoholic beverages, or possessing or using alcohol-related paraphernalia, except as expressly permitted by the law and University Regulations and/or Policies.
- (b) Selling or distributing alcoholic beverages or alcohol-related paraphernalia, except as expressly permitted by law and University Regulations and/or Policies

- (c) Misconduct under the influence of alcohol
- (d) Alcohol Emergencies- University Expectations for Individuals.
  - 1. University of Central Florida students who receive medical attention due to alcohol-related emergencies may be exempt from disciplinary action as part of the conditions for alcohol emergencies after review by the Director of the Office of Student Conduct. Students eligible for exemption will be referred for assessment and follow-up services in lieu of the student conduct review process.
  - 2. Students who receive medical assistance for alcohol emergencies may receive exemption for violations of the Rules of Conduct Section 11(a)-11(c) ; however, exemption for other Rules of Conduct violations may not be granted. The Director of the Office of Student Conduct reserves the right to review each incident individually to determine whether the student will be exempt from disciplinary action. The Director of the Office of Student Conduct maintains the right to recommend additional requirements for students who are referred for assessment and fail to meet the requirements of their assessment. For subsequent incidents, appropriate interventions will be handled on a case by case basis.
  - 3. Students who seek medical assistance on behalf of another intoxicated student may be exempt from disciplinary action for violations of the Rules of Conduct Section 11(a)-11(c) . However, exemption for other Rule of Conduct violations may not be granted.
  - 4. For parental notification regarding medical transports for alcohol-related incidents, refer to the Parental Notification Policy in the on the Office of Student Conduct website: <http://osc.sdes.ucf.edu/notification>.
  - 5. Additional information regarding alcohol and/or drug related emergencies can be found on the Office of Student Conduct website <http://osc.sdes.ucf.edu/medicalemergencies>.

(12) Possession of Weapons and/or Dangerous Material

- (a) The possession, use, or storage of weapons on property owned or controlled by the University or at events sponsored and/or supported by the University is prohibited,

except as specifically outlined in University Policy 3-119.1 (Weapons on University Property and at University Events).

- (b) Possession or use of fireworks of any description, explosives, or chemicals which are disruptive, explosive, or corrosive are prohibited on University premises or at University sponsored/related activities.

(13) Instigation or Participation in Group Disturbances during Demonstrations, Parades, or Picketing

- (a) Participation in a demonstration(s), parade(s), or picketing which invades the rights of others, which interferes with the educational function of the University, or which jeopardizes public order and safety.
- (b) Leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area.

(14) Misuse of Computing and Telecommunications Resources

- (a) Theft or other abuse of computer facilities and resources
- (b) Unauthorized entry into a file, to use, read, or change the contents, or for any other purpose.
- (c) Unauthorized transfer of a file.
- (d) Use of another individual's identification and/or password.
- (e) Use of computing facilities and telecommunications resources to interfere with the work of another student, faculty member or University Official.
- (f) Use of computing facilities and telecommunications resources to send obscene or abusive messages.
- (g) Use of computing facilities and telecommunications resources to interfere with normal operation of the University computing system.
- (h) Use of computing facilities and telecommunications resources in violation of copyright laws.
- (i) Any violation of the University of Central Florida Use of Information Technology and Resources Policy.
- (j) Any violation of the University of Central Florida ResNet Acceptable Use Policy.

(15) Gambling

- (a) Play in an unlawful game of chance for money or for anything of value on University premises or at any affair sponsored by a student or student organization.

- (b) Unlawfully sell, barter or dispose of a voucher or any item for participation in a scheme of chance by whatever name on University premises or at any affair sponsored by a student or registered student organization.
- (c) Wager on a University team or organization in a competition, with a direct influence in the success of the competition.

(16) University Student Residence Violations. Violation(s) of any Department of Housing and Residence Life policy, rule or regulation published in hard copy or available electronically via Department of Housing and Residence Life website. A charge under this provision must include a specific citation of which Housing policy or policies the charged student has violated.

(17) University Wordmark Violations. Unauthorized use of the official University wordmark, Pegasus, monogram, seal, or other graphic identity symbol.

(18) Violation of Local, State, and/or Federal Laws. Violation of any local, state and/or federal law that may result in a felony or misdemeanor.

*Authority: BOG Regulations 1.001 and 6.0105. History – Formerly 6C7-5.0042, New 6-18-09, Amended 7-19-12, 9-5-13, 11-20-14, 10-29-15, 7-28-16, 7-20-17, 1-18-18, 7-19-18, \_\_\_\_\_-19.*

Attachment C

**UCF-5.009 Student Conduct Review Process; Sanctions**

(1) Violation Reports. Alleged violations of the UCF Rules of Conduct shall be reported in writing to the Director of the OSC or designee. Upon receiving an alleged violation of misconduct, the Director of the OSC or designee may review relevant information and consult with relevant parties regarding the incident in question. Where deemed necessary to protect the safety and well-being of others, of the university, or of property, the Director of the OSC or designee, upon notifying the VP of SDES or designee, may take immediate action to resolve the safety and/or well-being concern by placing the student on interim suspension. Interim suspension is not a sanction. An interim suspension is subject to review at a hearing within three (3) business days by the VP of SDES or designee to determine the status of the interim suspension. The outcome of an interim suspension hearing shall remain in effect until the final disposition of formal charges resulting from the circumstances of the case, unless the VP of SDES or designee shall decide otherwise.

- (a) The Director of the OSC will refer all information warranting disciplinary action and assign the case to the appropriate staff member. The Office of Student Conduct will send written notification to the charged student indicating the nature of the activity in question and what university rules were allegedly violated.
- (b) Upon receipt of an incident report the Office of Student Conduct has six months to charge a student with a violation of the Rules of Conduct. The Office of Student Conduct may exercise discretion when applying the time provision to account for circumstances that warrant a waiver of the six month time limit from the date of discovery. For Title IX related cases see UCF-5.006(10).
- (c) Students charged with alleged violations of the Rules of Conduct will receive notice to attend a required preliminary conference with the Office of Student Conduct to discuss the charges. If the student fails to attend that conference, a hold may be placed on the student's record, preventing them from registering for future classes until the matter is resolved. Students who leave the university or withdraw from a class before a disciplinary matter is resolved may be prohibited from future enrollment until such time as the matter is resolved. The student will receive information regarding the Student Conduct Review Process, including the student's rights during the process, an opportunity to inspect and/or review the information known at the time charges are prepared, and notice on how to contact the Student Government Association Judicial Advisor. At the conclusion of the meeting, the

Office of Student Conduct recommends an option for resolution of the disciplinary charges.

(2) Options for Resolution of Disciplinary Charges.

- (a) Case Dismissal: The Director of the OSC or designee may dismiss a case if it is found to not have sufficient facts or information to substantiate the claim of misconduct, the accused person is not a student, or the action claimed as misconduct is not a violation of the Rules of Conduct.
- (b) Mediation: Depending on the nature and severity of the alleged violation, the Office of Student Conduct may recommend formal mediation through the Office of Student Rights and Responsibilities as an alternative to disciplinary action. The involved parties must each agree to mediation. Mediation is confidential. In mediation, the parties voluntarily meet with an impartial mediator to communicate their concerns and needs to each other and to reach their own agreement on the resolution of the case. The participants in mediation are responsible for keeping their agreement or renegotiating it, if necessary. In the event that the participants do not agree to mediate or mediate but do not reach a full and final resolution, the case will be referred back for disciplinary action through an informal or a formal hearing. Breach of a mediated agreement may result in a follow up mediation session or the matter may be referred back through the conduct process at the discretion of the Office of Student Conduct. Mediation will not be a resolution option for cases involving allegations of incidents of sexual misconduct and/or interpersonal violence.
- (c) Informal Hearing: At the discretion of the Office of Student Conduct, violations found not to warrant a formal hearing may be referred to an informal hearing. At the informal hearing the charged student has the opportunity to meet with an Office of Student Conduct staff member or designee and accept responsibility for the charges of violation of the Rules of Conduct. At the informal level the matter will be settled by the following outcomes: punitive sanction (Disciplinary Warning, Disciplinary Probation, or Disciplinary Deferred Suspension) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not resolved informally, the case will be resolved through a formal hearing. The outcomes from an informal hearing process (decision of responsibility and recommended sanctions) are final and are not eligible to be appealed (UCF-5.010).



- (d) Formal Hearing: If an alleged violation of the Rules of Conduct is not dismissed or otherwise resolved, then the Office of Student Conduct shall present in writing formal charges to the student. The charged student may request either a panel or administrative hearing. The charged student's hearing shall be open only to the charged student, his/her advisor, the hearing body, witnesses (when called upon), and a representative from the Office of Student Conduct. For cases of sexual misconduct and/or interpersonal violence, the hearing shall also be open to the complainant and advisor. In cases of alleged Academic Misconduct, the student is required to have an academic integrity panel hearing as stated in UCF-5.015.

Formal notification shall include:

1. The student's name and address.
2. Date, time and location of the formal hearing.
3. The rule(s) of conduct allegedly violated as known at the time formal charges are prepared.
4. Names of potential witnesses known at the time formal charges are prepared.
5. A description of any physical or written documentation known at the time charges are prepared.

(3) Formal Hearings. There are two types of formal hearings – panel hearings and administrative hearings.

(a) Panel Hearings.

1. A panel to consider an individual case shall be randomly selected by the Office of Student Conduct from the Student Conduct Board and shall consist of two (2) faculty and administrative staff members combined, and two (2) student members. One panel member shall be selected by the Office of Student Conduct to chair the hearing and report the proposed finding(s) and recommended sanctions, if any, to the Director of the OSC or designee.
2. At hearings conducted by a panel, an Office of Student Conduct staff member shall act as an advisor to the panel. The Director of the OSC or designee shall receive the panel's proposed finding(s) as to "in violation" or "not in violation" of the Rules of Conduct, and consider any sanctions proposed by the panel.

3. The Director of the OSC or designee may accept the proposed finding(s) of “in violation” or “not in violation” or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the panel.
4. Any decision by the Director of the OSC or designee to alter proposed sanctions or remand a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

(b) Administrative Hearings

1. Administrative hearings shall be conducted by one faculty or staff member selected by the Office of Student Conduct from the Student Conduct Board. The charged student shall be informed of the hearing officer assigned to the case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The student shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a student has opted not to challenge the impartiality of a hearing officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
2. At hearings conducted by an administrative hearing officer, an Office of Student Conduct staff member shall act as an advisor to the administrative hearing officer. The Director of the OSC or designee shall receive the administrative hearing officer’s proposed finding(s) as to “in violation” or “not in violation” of the Rules of Conduct, and consider any sanctions proposed by the administrative hearing officer.
3. The Director of the OSC or designee may accept the proposed finding(s) of “in violation” or “not in violation” or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.

4. Any decision by the Director of the OSC or designee to alter sanctions or remand a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (c) Conduct of Formal Hearings - The following is furnished as a guide to the sequence of events in a formal hearing. Please note that all formal hearing proceedings are recorded. The recording is part of the official record of the formal hearing and no other recordings are permitted.
1. Reading of charges.
  2. Student response of “in violation” or “not in violation.”
  3. Presentation of information in support of the charges.
  4. Opening statement by the charged student.
  5. Questioning of the charged student.
  6. Presentation and questioning of all other parties.
  7. Final questions of the charged student by the hearing body.
  8. Closing remarks by the charged student.
  9. Hearing is brought to a close.
  10. The student is invited to await announcement of the proposed finding(s) and recommended sanction(s), if any.
- (d) Deliberations by the hearing body are not part of the hearing and are confidential. Deliberations occur after the closure of the hearing and are not recorded. Following deliberations, the hearing body will prepare a written statement of its proposed finding(s) and, if applicable, recommend sanctions.
- (e) Case Record for Formal Hearing - The case record shall consist of the following items:
1. A copy of the formal charges in writing.
  2. A recording of the formal hearing.
  3. A recording of the announcement of the proposed finding(s) and proposed sanctions, if any.
  4. All staff memoranda submitted.
  5. All items of physical or written documentation submitted, provided such items are not returned to a rightful owner. In that case, photographs or other facsimiles shall be made before return.

6. The proposed finding(s) and sanction(s) by the hearing panel or administrator, if any.
  7. The Director of the OSC's or designee's decision.
- (f) Student Conduct Board members for panel and administrative formal hearings are selected through an annual application and interview process with the exception of the justices from the Student Government Association Judicial Branch. All Student Conduct Board members, including justices, receive annual training from the Office of Student Conduct. Student Conduct Board members who serve on hearings related to allegations of sex discrimination, including but not limited to relationship violence, sexual assault, sex harassment, and stalking receive additional training annually.

(4) Student Rights in the Student Conduct Review Process.

The following rights shall be explained to each charged student prior to the commencement of any formal disciplinary hearing:

- (a) The charged student shall be afforded reasonable written notice, at least five (5) business days prior to the formal hearing, unless waived in writing. Written notice sent to the charged student's electronic and/or physical address listed in the Registrar's records shall constitute full and adequate notice. Written notice shall include:
  1. The student's name and address.
  2. Date, time and location and nature of the proceeding of the formal hearing.
  3. The rule(s) of conduct allegedly violated as known at the time formal charges are prepared.
  4. Names of potential witnesses known at the time formal charges are prepared.
  5. A description of any written or physical documentation known at the time charges are prepared.
- (b) The student may have, at his or her own expense and initiative, an advisor present at the hearing. It is the student's responsibility to make appropriate arrangements for the advisor to attend the hearing, and the hearing shall not be delayed due to scheduling conflicts of the chosen advisor. The advisor may be present to advise the student but shall not speak for or present the case for the student or otherwise participate directly in the proceeding. The student may consult with their advisor at

any time during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. In addition, an advisor may not serve as a witness. If the advisor does not adhere to their defined role in the student conduct review process, they may be removed from the hearing.

- (c) All hearings shall be conducted on the basis that the charged student is not in violation until the preponderance of evidence proves otherwise. At a hearing, the technical rules of evidence applicable to civil and criminal cases shall not apply. The burden of proof in a student conduct hearing is not on the student charged with a violation of the Rules of Conduct.
- (d) The student may inspect any information presented in support of the charges at least three (3) business days before the formal hearing. The University also has the right to review any information the student intends to use at least three (3) business days before the formal hearing. Only such information that is determined “Relevant Information” will be made part of the hearing record.
- (e) The university cannot compel any person to attend a formal hearing. However, all parties may arrange for witnesses to voluntarily present Relevant Information during the proceeding. The student may hear and question adverse parties who testify at the hearing.
- (f) The student shall not be forced to present self-incriminating information; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The University’s formal hearing is not a criminal or judicial proceeding and is designed to address student behavior; therefore, alleged violations of the UCF Rules of Conduct will be addressed independently of any outcome imposed by the courts for a criminal offense.
- (g) The proposed finding, as well as the Director of the OSC’s or designee’s determination, of “in violation” or “not in violation” on the charges shall be based solely on the information presented at the formal hearing.
- (h) Should the student fail to attend the scheduled formal hearing, the hearing will be held in the student’s absence and the proposed findings, including any recommended sanctions, will be made using the information available at the time of the scheduled formal hearing.

- (ih) Only if the proposed finding of the hearing body is that the student is in violation, will prior conduct history ~~will then~~ be reviewed and potentially affect proposed sanctioning.
- (ji) The results of any formal hearing shall be made available to the charged student within seven (7) business days following the hearing. Should the OSC need additional time, the deadline can be extended by the Director of the OSC or designee by notifying the charged student. For academic integrity cases, the results of any formal hearing shall be made available to the charged student within fourteen (14) business days following the hearing. The Director of the OSC or designee shall notify the charged student in writing of the need for additional time.
- (kj) The student's enrollment status shall remain unchanged pending the University's final agency action in the matter, except in cases where the VP of SDES or designee determines that the safety, health, or general welfare of the student, any individual, or any part of the University may be involved.

(5) Additional Procedures in Cases of Sexual Misconduct and/or Interpersonal Violence. Where a student is charged with sexual misconduct and/or interpersonal violence, the procedures outlined in UCF-5.006(10) will apply in addition to the procedures of the Student Conduct Review Process outlined above.

(6) Sanctions.

- (a) Disciplinary Warning - An official warning that the student's behavior is in violation of the UCF Rules of Conduct, and that if the student is subsequently found in violation of a rule while on Disciplinary Warning, subsequent action may be more severe.
- (b) Disciplinary Probation - Disciplinary Probation status shall be for a specific length of time in which any further violation of the Rules of Conduct puts the student's status with the University in jeopardy. If the student is found "in-violation" for another violation of the Rules of Conduct, while on Disciplinary Probation, more severe sanctions may be imposed such as Disciplinary Suspension or Disciplinary Expulsion. Restrictive conditions may be imposed and vary according to the severity of the offense. While on Disciplinary Probation, restrictive conditions may include, but may not be limited to the following: loss of good standing, which may become a matter of record; denial of the privilege to occupy a position of leadership or

responsibility in any University registered student organization, publication, or activity, or ability to represent the University in an official capacity or position; trespass of University facilities or other areas of campus or contact with another specified person(s). Under Disciplinary Probation, the student may continue to attend classes and is given a chance to show capability and willingness to live in accordance with University rules. While on Disciplinary Probation, a hold will be placed on a student's record for record keeping purposes.

- (c) **Deferred Disciplinary Suspension** - Deferred Disciplinary Suspension is used for offenses found serious enough to warrant Disciplinary Suspension, but where the specific circumstances of the case mitigate the offense or for repeated offenses of a less serious nature. Deferred Disciplinary Suspension is a designated period of time during which a student is given the opportunity to demonstrate the ability to abide by the community's expectations of behavior articulated in the Rules of Conduct. During a Deferred Disciplinary Suspension, the student will be officially suspended from the university, but the suspension will be deferred, meaning that the student may continue to attend classes. The suspension will be enforced for failure to complete any assigned educational sanctions by the deadline(s) and/or for any subsequent violation of the Rules of Conduct, unless the Director of the OSC determines otherwise in exceptional circumstances. If the student is found in violation for any subsequent violation(s) of the Rules of Conduct while on Deferred Disciplinary Suspension, including failure to complete any assigned educational sanctions by the deadline(s), the student will be suspended for a minimum of one (1) semesters, in addition to the educational sanctions imposed for the subsequent violation. Students placed on Deferred Disciplinary Suspension will have a conduct overlay placed on their transcripts for the period of time that the Deferred Disciplinary Suspension is in effect. The conduct overlay is a notation indicating that the student is not in good standing. Deferred Disciplinary Suspension may include the denial of specific university privileges, including but not limited to loss of good standing, which may become a matter of record; denial of the privilege to occupy a position of leadership or responsibility in an University registered student organization, publication, or activity, or ability to represent the University in an official capacity or position; trespass of University facilities or other areas of campus

or contact with another specified person(s). The duration of any Deferred Disciplinary Suspension period and the specific restrictions imposed will be determined by the OSC on a case-by-case basis.

- (d) Disciplinary Suspension - A student involved in an offense warranting consideration of action more serious than Deferred Disciplinary Suspension or one involved in repeated misconduct may face Disciplinary Suspension. During the period of Disciplinary Suspension, a student may not be enrolled in classes, participate in University related activities, whether they occur on or off campus. A student under Disciplinary Suspension may not otherwise be present on University premises unless authorized in writing in advance under conditions approved by the Director of the OSC. Upon being withdrawn, the student may no longer enroll in classes, may not be an active member of a Registered Student Organization, may no longer use university facilities, must vacate university owned housing, may no longer be permitted on university property, may not be employed by the University, and may be entitled to whatever refunds of tuition, fees, and room and board charges as would be appropriate given the timing of the withdrawal. In determining if and to what extent suspended students shall be authorized to be on University premises, the Director of the OSC or designee shall consider whether the suspension creates an undue hardship on the disciplinary suspended student in regard to considerations that include, but are not limited to, the medical needs of the student. Students placed on Disciplinary Suspension will have a conduct overlay placed on their transcript for the period of time that the Disciplinary Suspension is in effect.—The conduct overlay is a notation indicating that the student is not in good standing. Further, while on Disciplinary Suspension, a hold will be placed on a student’s record for record keeping purposes. All assigned educational sanctions must be completed prior to the conclusion of Disciplinary Suspension; otherwise the Disciplinary Suspension will remain in effect.
- (e) Disciplinary Dismissal – Disciplinary Dismissal is a sanction which removes the student from the individual’s academic program and separates the student from the University for a period of at least two years and up to seven years. A dismissed student has none of the rights or privileges of a student of the University. Following Disciplinary Dismissal, the individual must apply for readmission to the University.



Readmission is possible but not guaranteed and will only be considered after the two to seven year time allotted from the effective date of the Dismissal, based on meeting all readmission criteria and obtaining clearance from the Associate Vice President and Dean of Students or designee. This may include restricted access to campus and/or other specified activities. Students placed on Disciplinary Dismissal will have a conduct overlay placed on their transcript for the period of time that the Disciplinary Dismissal is in effect. The conduct overlay is a notation indicating that the student is not in good standing. Further, while on Disciplinary Dismissal, a hold will be placed on a student's record for record keeping purposes. All assigned educational sanctions must be completed prior to the conclusion of Disciplinary Dismissal; otherwise the Disciplinary Dismissal will remain in effect.

- (f) Delayed Conferral of Degree – Delay of issuance of a student's diploma for a specified period of time or until the student meets certain conditions.
- ~~(f) Disciplinary Expulsion – Disciplinary Expulsion is a sanction which removes the student from the individual's academic program and permanently separates a student from the University without opportunity to graduate or re-enroll at the university in the future. An overlay will be permanently placed on the student's record. Further, a hold will be permanently placed on a student's record for record keeping purposes.~~
- (g) Recommendation for Degree Revocation – The University of Central Florida reserves the right to revoke any UCF degree awarded to any student. Reasons for degree revocation may include academic dishonesty, grade change, administrative error, disciplinary misconduct, or student request (see UCF Policy 4-406).
- (h) Disciplinary Expulsion – Disciplinary Expulsion is a sanction which removes the student from the individual's academic program and permanently separates a student from the University without opportunity to graduate or re-enroll at the university in the future. An overlay will be permanently placed on the student's record. Further, a hold will be permanently placed on a student's record for record keeping purposes.
- (ih) Educational Sanctions - In conjunction with a sanction listed above, a student found to have been in violation of any of the Rules of Conduct will be assigned educational requirements such as, but not limited to, reflective/research papers, classes/seminars, community service, interviews, etc. Educational sanctions are intended to provide a student with opportunities to repair the harm of their actions and to engage in

meaningful developmental experiences that will help the student in avoiding future violations of University policy.

*Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.0041, New 6-18-09. Amended 9-5-13, 3-5-15, 10-29-15, 7-28-16, 7-20-17, 1-18-18, 7-19-18, \_\_\_\_\_-19.*

Attachment D

**UCF-5.010 Student Conduct Appeals**

(1) Appeals within the Student Conduct Review Process

- (a) Students found in violation as a result of a formal hearing may appeal the finding(s) and sanction(s) imposed. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within ~~tenseven~~ (107) business days after the date the student was notified of the decision by the Director of the OSC or designee. The appeal form can be found at <http://osc.sdes.ucf.edu/process>.
- (b) Students may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
  - 1. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.
  - 2. Discovery of new and significant information that could have affected the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
  - 3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, the student must state the reason(s) for appeal, the supporting facts, and the recommended solution. This is not a re-hearing of the conduct case. An appeal cannot be filed simply because a student is dissatisfied with the decision. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of an appeal.
- (d) The appellate officer shall first determine if sufficient grounds for appeal exist and then, if so, the appellate officer may: ~~either deny the appeal, thus sustaining the initial decision; alter the sanction(s); or return the case for a new hearing. Any decision by the appellate officer to alter sanctions or return a case for new hearing shall be accompanied by a concise and explicit written statement that explains the basis for that decision, or do one of the following:~~
  - 1. ~~If the student alleges that the sanction was disproportionate to the violation(s) and the appellate officer finds the sanction to be disproportionate, the appellate officer may alter the sanction.~~
  - 2. ~~If the student alleges that there was a defect in procedure or new information was presented which was sufficiently substantial to have~~

~~affected the outcome and the appellate officer agrees, the appellate officer will order a new hearing.~~

- (e) The appellate officer should issue a written decision to the student's appeal within twenty (20) business days of receipt of the appeal. Should the appellate officer require additional time for review beyond the twenty (20) business days, the appellate officer shall notify the charged student in writing of the need for additional time. Decisions of the appellate officer reflect final agency action.
- (f) Any decision by an appellate officer to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (g) The Office of Student Conduct cannot place an overlay on the student's record until the appeal decision is completed or if the student chooses not to appeal. At such time, if appropriate, a hold and/or overlay, is placed on the student's record. If the appellate officer upholds the original findings, the effective date of any disciplinary sanction(s) imposed will revert back to the date of the Director of the OSC's or designee's final decision letter.

(2) Appeals within the Student Conduct Review Process for Cases Involving Sexual Misconduct and/or Interpersonal Violence

- (a) Complainants and Respondents in matters involving allegations of sexual misconduct and/or interpersonal violence (as defined above in Regulation UCF-5.008(5)) may appeal the finding(s) and sanction(s) imposed from a student conduct formal hearing. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date both the Respondent and Complainant are notified of the decision by the Director of the OSC or designee. The appeal form can be found at <http://osc.sdes.ucf.edu/process>.
- (b) Complainants and Respondents may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
  - 1. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.

2. Discovery of new and significant information that could have affected the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
  3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, the student must state the reason(s) for appeal, supporting facts, and the recommended solution. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of the appeal.
- (d) The appellate officer shall first determine if sufficient grounds for appeal exist and then, if so, the appellate officer may: either deny the appeal, thus sustaining the initial decision; alter sanction(s); or return the case for a new hearing. and sanction(s) or do one of the following:
- ~~1. If the Complainant or Respondent alleges that the sanction was disproportionate to the violation(s) and the appellate officer finds the sanction to be disproportionate, the appellate officer may alter the sanction.~~
  - ~~2. If the Complainant or Respondent alleges that there was a defect in procedure or new information was presented that was sufficiently substantial to have affected the outcome and the appellate officer agrees, the appellate officer will order a new hearing.~~
- (e) The appellate officer should issue a written decision to the student's appeal within twenty (20) business days of receipt of the appeal. The written decision shall issue to both the Complainant and the Respondent. Should the appellate officer require additional time for review beyond the twenty (20) business days, the appellate officer shall notify the Complainant and Respondent in writing of the need for additional time. Decisions of the appellate officer reflect final university action.
- (f) Any decision by an Appellate Officer to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (3) Community ReEngagement and Educational Development (CREED) Program
- (a) Upon completion of one semester of disciplinary probation and completion of all educational requirements, a student has the opportunity to request a review of

their disciplinary probation status through the Community ReEngagement and Educational Development (CREED) Program.

- (b) Requests should be submitted to the Director of the OSC or designee via an online CREED Program submission form available at [www.osc.sdes.ucf.edu](http://www.osc.sdes.ucf.edu). This request can only be submitted once a semester.
- (c) The CREED Program is designed for a student to have the opportunity to demonstrate that in the period following a violation of the Rules of Conduct, they have taken steps to become a productive and engaged member of the UCF community.
- (d) In considering this request, a student should complete all outlined requirements of the CREED Program which can be reviewed online at [www.osc.sdes.ucf.edu](http://www.osc.sdes.ucf.edu).
- (e) A CREED Program application should include information such as the following:
  - 1. Reflection Essay
  - 2. Faculty/Staff/Advisor (Academic or Organization) Letter of Recommendation
  - 3. Community Service
  - 4. Residential Life Letter of Support (On-Campus or Affiliated Residential Students only)
  - 5. Proof of Counseling/Assessment (if applicable)
  - 6. Academic Progress (if applicable)
  - 7. Termination of Probation Letter (Admission Clearance Only, and if applicable)
- (f) Upon receipt of the CREED Program packet, the Director of the OSC or designee will review to determine whether or not the student meets criteria for review. If the Director of the OSC or designee agrees that the student's request meets any or all of the above mentioned criteria, the student will be contacted within fourteen (14) business days to schedule a "CREED review meeting" with a committee appointed by the Director of the OSC or designee, comprised of faculty, staff and students.
- (g) Prior to this meeting, the committee will have reviewed the submitted packet and will prepare 10-15 questions for the student to address, as well as provide the

student with the opportunity to further discuss why the disciplinary probation status should be altered or terminated. No alterations shall be made to include new or increased sanctions. Should the committee feel that further information and/or documentation is necessary in order to render a recommendation, the review may be temporarily recessed. A time frame of not more than two (2) weeks will be given to the student to produce requested information and/or documentation. Upon receipt of the requested information and/or documentation, the committee will reconvene the review with the student.

- (h) After the meeting, the committee will issue a recommendation to the Director of the OSC or designee. The Director of the OSC or designee will provide a decision to the student in writing within seven (7) business days of receiving the recommendation.
- (i) If the request is denied by the Director of the OSC or designee the decision shall include a concise and explicit written statement that explains the basis for that decision and suggested action items for the student's success.
- (j) There is no appeal process for a CREED Review Meeting decision.

(4) Sealing of Records

- (a) A student's conduct record is eligible to be sealed if the incident(s) in question are minor and do not result in disciplinary suspension, disciplinary dismissal, or disciplinary expulsion and/or if the student is not current on disciplinary probation or deferred suspension with all educational sanctions completed in full.
- (b) A student conduct record may be sealed upon the successful submission and review of appropriate paperwork to the Office of Student Conduct.
- (c) The factors influencing the decision by the Director of the OSC for sealing are the severity of the violation, effect of the violation on the University community, sanctions applied, completion of sanctions, and ethical development demonstrated by the student.
- (d) There is no appeals process regarding student conduct record sealing.

*Authority: BOG Regulations 1.001 and 6.0105. History – Formerly 6C7-5.00431, New 6-18-09. Amended 3-5-15, 10-29-15, 7-28-16, 7-20-17, 1-18-18, \_\_\_\_\_-19.*

## Attachment E

**UCF-5.012 Organizational Rules of Conduct**

Registered student organizations are expected to abide by these Organizational Rules of Conduct, and administrators and faculty are expected to enforce them. These rules should be read broadly and are not intended to define prohibited conduct in exhaustive terms. These rules may be revised during the year; announcements will be made on adoption of changes or additions. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida, including when students come together as registered student organizations. The Organizational Rules of Conduct, set out below, apply to registered student organization conduct and will not be used to impose discipline for the lawful expression of ideas. The following is a non-exhaustive list of prohibited conduct for which disciplinary action may be taken at the University of Central Florida. The following offenses, or the aiding, assisting, condoning, or attempting to commit these offenses, constitute violations of the Organizational Rules of Conduct.

**(1) Theft, Disregard for Property**

- (a) Malicious or unwarranted damage or destruction of another's property;
- (b) Taking, attempting to take, or keeping in its possession property or services not belonging to the registered student organization.
- (c) Misuse or mishandling of organizational funds by any officer, member, or other individual.

**(2) Possessing and/or Providing False and Misleading Information and/or Falsification of University Records**

- (a) Withholding related information, or furnishing false, misleading, incomplete, or incorrect information (oral or written) to University officials, non-university law enforcement officers, faculty or staff.
- (b) Possession, use or attempted use of any form of fraudulent identification.
- (c) Forgery, alteration or misuse of any University document, material, file, record or instrument of identification.
- (d) Deliberately and purposefully providing false or misleading verbal or written information about another person.



- (e) Falsification, distortion, or misrepresentation of information during an investigation, the student conduct review process, including knowingly initiating a false complaint

(3) Disruptive Conduct

- (a) Any act that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the University or any part thereof or the rights of one or more individuals.
- (b) Obstructing the free movement of other students around the campus, interfering with the use of University facilities, preventing the normal operation of the University; or conducting any event that interferes with the normal progress of academic events on campus.
- (c) Engaging in obscene or indecent conduct.
- (d) Failure to comply with the administrative policies as enacted by the University.
- (e) Failure to comply with the directions of University officials or authorized agents acting in the performance of their duties. Registered student organization officers and members shall comply with all directions or requests of University officials, University police officers or authorized agents in a timely manner.
- (f) Hindering or interfering with the Organizational Conduct Review Process by failing to obey the notice from a university official to appear for a student conduct meeting or hearing and/or attempting to discourage an individual's proper participating in, or use of, the Organizational Conduct Review Process.
- (g) Participating in any event with a registered student organization that is currently on disciplinary probation (with restrictive conditions), has been suspended, or has had their UCF registration revoked.
- (i) Failure to comply with any other University regulation or policy as described in the UCF Regulations, UCF Policies and Procedures, or University department publicized policy.

(4) Harmful Behavior

- (a) Physical violence towards another person or group.
- (b) Discriminatory Harassment: Defined as verbal, physical, electronic, or other conduct based on a protected category (such as race, color, religion, national origin,

et al.) which, due to the severity and pervasiveness of the conduct and its targeted nature on the basis of a protected category, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive educational or work environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's schooling or employment with the University. Harassment under this provision is conduct that would constitute harassment under federal or state civil rights laws or under University Regulation UCF-3.001 and Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy.

- (c) Bullying: Defined as behavior of any sort (including communicative behavior) directed at another, that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person or group in the target's position substantial emotional distress and undermine his or her ability to work, study, or participate in University life or regular activities, or which would place a reasonable person in fear of injury or death.
  - (d) Verbal, digital, or written abuse, threats, intimidation, coercion and/or other conduct that endangers the health, safety or well-being of another person or group, or which would place a reasonable person in fear of bodily injury or death. This definition, however, shall not be interpreted to abridge the rights of the University community to freedom of expression protected by the First Amendment of the United States Constitution and any other applicable law.
  - (e) Failure to respect the privacy of other individuals.
  - (f) Retaliation against or harassment of Complainant(s), other person(s) alleging misconduct, or anyone who participates in an investigation of harassment.
  - (g) Condoning or encouraging acts of harmful behavior as defined above or failing to intervene on an act of harmful behavior while it is occurring.
- (5) Sexual Misconduct and/or Interpersonal Violence
- (a) Nonconsensual Sexual Conduct - Any nonconsensual sexual contact which occurs on or off the UCF campus.
    1. Consent is an understandable exchange of affirmative words or actions which indicate a willingness to participate in mutually agreed upon sexual activity  
Consent cannot be obtained by force, threat, coercion, manipulation,

reasonable fear of injury, intimidation, use of position of influence, or through the use of one's mental or physical helplessness or incapacity. The lack of a negative response, lack of protest or resistance, silence, and passivity are not consent. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Past consent to sexual activity does not imply ongoing further consent.

- a. Responsibilities - It is the responsibility of the initiator to obtain consent at each stage of sexual involvement.
- b. Standard - A determination of whether consent exists will be based on the information the initiator of the sexual act knew or should have known as a sober, reasonable person. Being impaired by alcohol or other drugs does not relieve an initiator of a sexual act from obtaining consent.
- c. Incapacitation - Incapacitation is a state where an individual cannot make rational, reasonable decisions because of mental or physical helplessness, sleep, unconsciousness, or lack of awareness that sexual activity is taking place. A person may be incapacitated due to the consumption of alcohol or other drugs, or due to a temporary or permanent physical or mental health condition. A person who is incapacitated lacks the capacity to give consent because they cannot understand the fact, nature, or extent of the sexual interaction.
- d. Duration of Consent - Consent must be ongoing throughout sexual activity, for each sexual act, and can be withdrawn at any time.
  - i. Within each sexual encounter, there may be separate individual sexual acts involved. Consent to one act by itself does not constitute consent to another act. If verbal consent is not given, ongoing active participation is required for consent.
  - ii. The existence of a dating or sexual relationship between the persons involved, or the fact of past sexual relations have occurred between the parties, is not an indicator of consent for any current or future sexual encounter.

- iii. An individual who seeks to withdraw consent must communicate, through clear words or actions, a decision to cease the sexual activity. Once consent is withdrawn, the sexual activity must cease immediately.
    - e. Scope of Consent - Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- 2. Sexual Contact – includes but is not limited to the following behaviors:
  - a. Touching, kissing, fondling (whether over or under clothing) of an individual for the purpose of sexual gratification; and/or
  - b. contact, however slight, between the mouth, anus or sex organ of one individual with either the anus or sex organ of another individual; and/or
  - c. contact, however slight, between the anus or sex organ of one individual and any other object.
- (b) Sexual Harassment: Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, or otherwise, when the conditions for Discriminatory Harassment as defined in 5.012(4)(b) are present. This is conduct that would constitute sexual harassment under federal or state civil rights laws or under University Regulation UCF-3.001. Sexual Harassment may include inappropriate touching, acts of sexual violence, suggestive comments and public display of pornographic or suggestive calendars, posters, or signs where such images are not connected to any academic purpose. A single incident of nonconsensual sexual contact (as defined above) may be sufficiently severe to constitute sexual harassment.
- (c) Gender-Based Harassment: Discriminatory harassment that is based on gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature, when the conditions for Discriminatory Harassment as defined in UCF-5.012(4)(b) are present.

- (d) Obscene or Indecent Behavior - Exposure of one's body in such a manner that another party reasonably could be offended or to display sexual behavior which another person reasonably finds offensive.
- (e) Voyeurism - Trespass, spying, or eavesdropping for the purpose of sexual gratification.
- (f) Solicitation of a Minor – soliciting sexual acts from a minor by oral, written, or electronic means.
- (g) Child Pornography – possessing, producing or the dissemination of child pornography
- (h) Stalking occurs when a person engages in a course of conduct directed at a specific person under circumstances that would cause a reasonable person to fear for the person's safety or the safety of others, or to experience substantial emotional distress. A "course of conduct" is two or more acts, including but not limited to acts in which a person directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about another person, or interferes with another person's property. Stalking includes "cyber-stalking," a particular form of stalking in which a person uses electronic media, such as the internet, social networks, blogs, phones, texts, or other similar devices or forms of contact. Stalking may include, but is not limited to: non-consensual communications (face to face, telephone, e-mail); threatening or obscene gestures; surveillance/following/pursuit; showing up outside the targeted individual's classroom or workplace; sending gifts and/or notes (romantic, bizarre, sinister, or perverted); and/or making threats.
- (i) Sexual Exploitation: Sexual Exploitation is purposely or knowingly doing or attempting to do any of the following:
  1. Recording or photographing private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts or buttocks) without consent;
  2. Disseminating or posting images of private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts or buttocks) without consent;

3. Allowing third parties to observe private sexual activity from a hidden location (e.g., closet) or through electronic means (e.g., Skype or livestreaming of images);
  4. Subjecting another person to human trafficking; or
  5. Exposing another person to a sexually transmitted infection or virus without the other's knowledge.
- (j) Complicity: Complicity is any act taken with the purpose of aiding, facilitating, promoting or encouraging the commission of an act prohibited by the Organizational Rules of Conduct UCF-5.012(5).
- (k) Any attempted acts of sexual misconduct and/or interpersonal violence defined above are also violations of this policy.
- (6) Alcohol Related Misconduct
- (a) Use and/or possession of alcoholic beverages, except as expressly permitted by law and University regulations/policies.
  - (b) Sale and/or distribution of alcoholic beverages, except as expressly permitted by the law and University regulations/policies.
  - (c) Furnishing or causing to be furnished any alcoholic beverage to any person under the legal drinking age.
  - (d) Behavior under the influence of alcohol.
  - (e) Furnishing or causing to be furnished any alcoholic beverage to any person in a state of noticeable intoxication.
  - (f) Failure of a registered student organization to take all necessary steps to see that no person under the legal drinking age possesses alcoholic beverages at functions it sponsors or within any property or transportation it owns, operates, and/or rents.
  - (g) Alcohol Emergencies- University Expectations for Registered Student Organizations. Registered student organizations may be eligible for exemptions from disciplinary action when a representative of an organization at a registered student organizational event calls for emergency assistance on behalf of a person experiencing an alcohol related emergency. Registered student organizations that seek medical assistance for alcohol emergencies may receive exemption for violations of the Organizational Rules of Conduct Section 6(a)-6(f); however,

exemption for other Organizational Rule of Conduct violations may not be granted. Registered student organizations may be eligible for this exemption on a case by case basis at the discretion of the Director of the OSC. Additional information regarding alcohol emergencies can be found at the Office of Student Conduct website.

(7) Drug Related Misconduct

- (a) Unlawful use and/or possession of any narcotic or other controlled substances, and possession and/or use of drug paraphernalia.
- (b) Sale and/or distribution of any narcotic or other controlled substances.
- (c) Cultivation and/or manufacture of any narcotic or other controlled substances.
- (d) Attempt to obtain any narcotic or other controlled substances, except as expressly permitted by law.

(8) Unauthorized Entry. Unauthorized entry, attempted entry, or loitering in private or restricted areas that are owned and/or operated by the University.

(9) Gambling

- (a) Play or sponsor of an unlawful game of chance for money or for anything of value on University premises or at any affair sponsored by a registered student organization.
- (b) Unlawful sale, barter, or disposition of a voucher or any item for participation in a scheme of chance by whatever name on University premises or at any activity sponsored by a registered student organization
- (c) Wagering on a University team or organization in a competition, with or without intent to have a direct influence in the success of the competition

(10) Hazing- ~~The University does not condone hazing in any form and defines hazing to include but not limited to:~~

- (a) Hazing is ~~A~~any action or situation ~~which~~that recklessly or intentionally endangers the mental or physical health and/or safety of a student for ~~the purposes of including~~ but not limited to initiation or admission into, or association with, any organization operating under registration with or official sanction of the University. Hazing may result in felony charges.

- (b) Hazing includes ~~B~~brutality of a physical nature such as whipping, beating, branding, forced calisthenics, exposure to the elements; forced consumption of any food, liquor, liquid, drug, or other substances; or other forced elements; or other forced activity which could adversely affect the mental or physical health or safety of the individual.
- (c) Hazing includes ~~A~~any activity that could subject the individual to extreme mental or physical stress such as sleep deprivation, forced exclusion from social contact, forced ~~contact~~conduct that ~~which~~ could result in extreme embarrassment, or any other activity that could adversely affect the mental or physical health or dignity of the individual.
- (d) Hazing includes ~~F~~forcing, pressuring, coercing, or requiring the violation of University policies, federal, state, or local law.
- (e) ~~Any activity, as described above, upon which the initiation or admission into or association with a registered student organization may be directly or indirectly conditioned, shall be presumed to be a "forced" activity, the willingness of an individual to participate in such an activity notwithstanding.~~Hazing includes soliciting a person to commit or being actively involved in the planning of any act of hazing as defined above where the act of hazing creates a substantial risk of physical injury or death to the person(s) hazed.
- (f) It is not a defense to an allegation of hazing that:
  - 1. the consent of the victim had been obtained;
  - 2. the conduct or activity that resulted in the death or injury of a person was not part of any official organizational event or otherwise sanctioned or approved by the student organization; or
  - 3. the conduct or activity that resulted in the death or injury of a person was not done as a condition of membership into a student organization.
- (g) Hazing does not include customary athletic events or other similar contests or competitions or any activity or conduct that furthers a legal and legitimate objective.

(11) Outstanding Debt. Failure to pay on and off campus vendors in a timely manner. Groups shall not knowingly enter into purchase or rental agreements that are beyond the resources of the



organization's ability to pay. The University will not cover outstanding debts of registered student organizations.

(12) Use of Facilities. Failure to comply with University regulations and procedures for campus events and/or use of campus facilities or grounds. Those individuals acting on behalf of an organization that reserve facilities should check with the University department or office responsible for the facility to guarantee that all procedures have been followed.

(13) Fire Safety and Sanitation

- (a) Tampering with or damage to fire safety equipment.
- (b) Causing, condoning, or encouraging the creation of any situation involving incendiary or other chemicals or substances, explosives, or fire that reasonably may result in danger to another's person or property.
- (c) Possession or use of illegal fireworks, incendiary devices, or dangerous explosives.
- (d) Failure to properly maintain a registered student organization's facilities or property (or surrounding property) such that a potential danger to the health and safety of the occupants or members of the University and surrounding community is created.

(14) Advertising

- (a) Origination or circulation of any advertising media that contains matter that violates federal, state and/or local laws.
- (b) Origination or circulation of any advertising media containing false or misleading information.

(15) Solicitation and Fundraising. Failure to comply with applicable law and University regulations and procedures for solicitation and fundraising activities on campus.

(16) University Wordmark Violations. Unauthorized use of the University's name, abbreviation, trademarks or wordmarks, including the Pegasus, monograms, seal, or other graphic identity symbols. The phrases "UCF" or "University of Central Florida" (or some form thereof) cannot precede the title of the organization. This section refers to but is not limited to, the registered student organization's: domain name, web address, promotional materials, and uniforms/shirts.

(17) Academic Misconduct

- (a) Unauthorized academic assistance: Using or attempting to use unauthorized materials, information or study aids in any academic exercise unless specifically authorized by the instructor of record.

- (b) The unauthorized possession of examination or course related material.
  - (c) Commercial Use of Academic Material: Selling of course material to another person, student, and/or uploading course material to a third party vendor without authorization or without the express written permission of the University and the Instructor. Course materials include but are not limited to class notes, Instructor's power points, tests, quizzes, labs, instruction sheets, homework, study guides, handouts, etc.
  - (d) Knowingly helping any student violate academic behavior standards.
- (18) Violation of Local, State, and/or Federal Laws. Violation of any local, state and/or federal law that may result in a felony or misdemeanor.

*Authority: BOG Regulations 1.001 and 6.0105. History – New 10-16-09, Amended 7-19-12, 9-3-13, 10-29-15, 7-28-16, 7-20-17, 7-19-18, \_\_\_\_\_-19.*

Attachment F

**UCF-5.013 Organization Conduct Review Process; Sanctions; Appeals**

(1) Violation Reports

- (a) Alleged violations of the UCF Organizational Rules of Conduct shall be reported in writing to the Director of the OSC or designee. Incident reports can be submitted for information purposes only, for information purposes with the requirement that the registered student organization attend an academic integrity seminar, or to initiate the student conduct review process. Upon receiving an incident report, the Director of the OSC or designee may review relevant information and consult with relevant parties regarding the incident in question. Where deemed necessary to protect the health and safety of any individual, the student body, or any part of the University or its community, the Director of the OSC or designee, upon notifying the VP of SDES or designee, may take immediate action to resolve the situation by placing the registered student organization on interim organizational suspension. Interim organizational suspension is not a sanction. Interim organizational suspension is preliminary in nature; it is in effect only until there is a resolution of the registered student organization conduct matter. Interim organizational suspension is subject to review at a hearing within ten (10) business days by the VP of SDES or designee to determine the status of the interim organizational suspension. The outcome of an interim organizational suspension hearing shall remain in effect until the final disposition of formal charges resulting from the circumstances of the case, unless the VP of SDES or designee shall decide otherwise.
- (b) The Director of the OSC will refer all information warranting disciplinary action and assign the case to the appropriate staff member. The Office of Student Conduct will send written notification to the chief officer of the registered student organization at their UCF mailing address indicating the nature of the activity in question and what Organizational Rules of Conduct were allegedly violated. The chief officer of the registered student organization shall serve as the organization's representative in the organization conduct review process.
- (c) Upon receipt of an incident report the Office of Student Conduct has six months to charge a registered student organization with a violation of the Organizational Rules of Conduct. The Office of Student Conduct may exercise discretion when applying

the time provision to account for circumstances that warrant a waiver of the six month time limit from the date the violation report was filed.

- (d) A registered student organization charged with alleged violations of the Organizational Rules of Conduct (see UCF-5.012) will receive notice to attend a mandatory preliminary conference with the Office of Student Conduct. If the registered student organization fails to attend the mandatory preliminary conference without providing a satisfactory reason for the absence, the registered student organization may be placed on immediate social probation until such time as the registered student organization completes the mandatory preliminary conference. During the mandatory preliminary conference the registered student organization will receive information regarding the Registered Student Organization Conduct Review Process, including the registered student organization's rights during the process; an opportunity to inspect and/or review the information known at the time charges were prepared and how to contact the Student Government Association Judicial Advisor. At the conclusion of the mandatory preliminary conference, one of the following will occur: case dismissal, mediation, informal hearing, or formal hearing.
- (e) Social probation includes but is not limited to the prohibition of the following: any on or off campus fundraisers, socials, intramural competitions, receptions, service projects, conferences, retreats, etc. The organization may also not be able to update its registration until such time that it appears before a hearing. Groups under social probation may gather at regularly scheduled business meetings.

(2) Options for Resolution of Disciplinary Charges

- (a) Case Dismissal: The Director of OSC or designee may dismiss a case if it is found to not have sufficient facts or evidence to substantiate the claim of misconduct or the misconduct is not a violation of the organizational rules of conduct.
- (b) Mediation: Depending on the nature and severity of the alleged violation, the Office of Student Conduct may recommend formal mediation through the Office of Student Rights and Responsibilities as an alternative to disciplinary action. The involved parties must each agree to mediation. Mediation is a confidential process where the parties voluntarily meet with an impartial mediator to communicate their concerns and needs to each other and to reach their own agreement on the resolution of the case. The participants in mediation are responsible for keeping their agreement or

renegotiating it, if necessary. In the event that the participants do not agree to mediate or mediate but do not reach a full and final resolution, the case will be referred back to the Office of Student Conduct for disciplinary action through an informal or a formal hearing. Breach of a mediated agreement may result in a follow up mediation session or the matter may be referred back through the conduct process at the discretion of the Office of Student Conduct.

(c) **Informal Hearing:** At the discretion of the Office of Student Conduct, violations found not to warrant a formal hearing may be referred to an informal hearing. At the informal hearing the charged registered student organization has the opportunity to meet with an Office of Student Conduct staff member and accept responsibility for the charges of violation of the Organizational Rules of Conduct. At the informal level the matter will be settled by the following outcomes: punitive sanction (organizational warning, organizational probation, organizational probation with restrictions, deferred organizational suspension) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not settled informally, the case will be resolved through a formal hearing.

(d) **Formal Hearing:** If an alleged violation of the Organizational Rules of Conduct is not dismissed or otherwise resolved, then the Office of Student Conduct shall present in writing formal charges to the registered student organization. The charged registered student organization may request either a panel or administrative hearing. The charged registered student organization's hearing shall only be open to the charged registered student organization's chief officer, their advisor, the hearing body, witnesses (when called upon), a representative from the Office of Student Conduct, and a university staff member from an appropriate office (Office of Student Involvement, Office of Fraternity and Sorority Life, Recreation and Wellness Center, etc.).

(3) **Formal Hearings.** There are two types of formal hearings – panel hearings and administrative hearings.

(a) **Panel Hearings.**

1. A panel to consider an organizational case shall be comprised of members from the Office of Student Conduct Student Conduct Board. The panel shall consist of two (2) faculty and administrative staff members combined and two (2) student members that have been trained by the Office of Student Conduct to hear

organizational cases. One panel member shall be selected by the Office of Student Conduct to chair the hearing and report the proposed finding(s) and sanction(s), if any, to the Director of the OSC or designee.

2. At hearings conducted by a panel, an Office of Student Conduct staff member shall act as an advisor to the panel. The Director of the OSC shall receive the panel's proposed finding(s) as to "in violation" or "not in violation" of the Organizational Rules of Conduct and consider any sanctions proposed by the panel.
3. The Director of the OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding of "in violation," they may approve, mitigate or increase the sanctions proposed by the panel.
4. Any decision by the Director of the OSC or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

(b) Administrative Hearings

1. Administrative hearings shall be conducted by a faculty or staff member from the Student Conduct Board trained by the Office of Student Conduct to hear organizational cases. The charged registered student organization shall be informed of the hearing officer assigned to its case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The charged registered student organization shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a charged registered student organization has opted not to challenge the impartiality of a hearing officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
2. At hearings conducted by an administrative hearing officer, an Office of Student Conduct staff member shall act as an advisor to the administrative hearing officer. The Director of the OSC or designee shall receive the administrative hearing officer's proposed finding(s) as to "in violation" or "not in violation" of

the Organizational Rules of Conduct, and consider any sanctions proposed by the administrative hearing officer.

3. The Director of the OSC or designee may accept the proposed finding(s) of “in violation” or “not in violation” or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.
  4. Any decision by the Director of the OSC or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (c) Conduct of Formal Hearings - the following is furnished as a guide to the events in a formal hearing. Please note that all formal hearing proceedings are recorded. The recording is part of the official record of the hearing and no other recordings are permitted.
1. Reading of charges.
  2. Registered student organization response of “in violation” or “not in violation.”
  3. Presentation of information in support of the charges.
  4. Opening statement by the charged registered student organization.
  5. Questioning of the charged registered student organization by the hearing body.
  6. Presentation and questioning of witnesses in support of the charges.
  7. Presentation and questioning of witnesses by the charged registered student organization.
  8. Final questions of the charged student organization by the hearing body.
  9. Closing remarks by the charged registered student organization.
  10. Hearing is brought to a close.
  11. Registered student organization is scheduled for a meeting to discuss the hearing body’s proposed finding(s) and recommended sanction(s), if any.
- (d) Deliberations by the panel or the administrative hearing officer are not part of the hearing and are confidential. Deliberations occur after the closure of the hearing and are not recorded.
- (e) Case Record for Formal Hearing - The case record shall consist of the following items:
1. A copy of the formal charges in writing.

2. A recording of the formal hearing.
  3. All staff memoranda submitted.
  4. All items of physical or written documentation submitted, provided such items are not returned to a rightful owner. In that case, photographs or other facsimiles shall be made before return.
  5. The Director of the OSC's decision.
- (f) Student Conduct Board members for panel and administrative formal hearings are selected through an annual application and interview process with the exception of the justices from the Student Government Association Judicial Branch. All Student Conduct Board members, including justices, receive annual training from the Office of Student Conduct. Student Conduct Board members who serve on hearings related to allegations of sex discrimination, including but not limited to relationship violence, sexual assault, sex harassment, and stalking receive additional training annually.

(4) Registered Student Organization Rights during the Formal Conduct Review Process - The following rights shall be explained to the charged registered student organization before the commencement of a formal disciplinary hearing:

- (a) The charged registered student organization shall be afforded written notice, at least five (5) business days prior to a formal hearing, unless waived in writing. Written notice sent to the chief student officer of the charged registered student organization's electronic and/or physical address shall constitute full and adequate notice. Written notice shall include:
1. The name of the organization, the chief student officer's name and organization's address, if applicable.
  2. Date, time and location of the formal hearing
  3. Alleged Organizational Rule of Conduct Violation(s) known at the time formal charges are prepared.
  4. Names of potential witnesses known at the time that formal charges are prepared.
  5. A description of any physical or written documentation known at the time charges are prepared.

Provided that the required notice stated above has been given to the registered student organization along with its representative(s) but a representative failed to attend a



scheduled formal hearing without providing a satisfactory reason for the absence, the organization may be placed on immediate social probation until such time as the organization completes the formal hearing and any further steps in the conduct process. The organization will also not be able to update its registration while on social probation.

- (b) The registered student organization may have at their own expense and initiative, an advisor present at the hearing. It is the registered student organization's responsibility to make appropriate arrangements for the advisor to attend the hearing, and the hearing shall not be delayed due to scheduling conflicts of the chosen advisor. The advisor may be present to advise the registered student organization but shall not speak for or present the case for the registered student organization or otherwise participate directly in the proceeding. A registered student organization may consult with their advisor at any time during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. A registered student organization's advisor must not be connected to the actual conduct case or a related case. In addition, an advisor may not serve as a witness. If the advisor does not adhere to their defined role in the student conduct review process, they may be removed from the hearing. The Office of Student Conduct shall maintain a list of impartial advisors and resources available to the registered student organization.
- (c) All hearings shall be conducted on the basis that the charged registered student organization is not in violation until the preponderance of evidence proves otherwise. At a student conduct organizational hearing, the technical rules of evidence applicable to civil and criminal cases shall not apply. The burden of proof in a student conduct hearing is not on the registered student organization charged with a violation of the Organizational Rules of Conduct.
- (d) The registered student organization's chief officer or designee may inspect any information presented in support of the charges. Information may be presented in support of the charged student organization.
- (e) The university cannot compel any person serving as a witness to attend a registered student organizational hearing. However, all parties to a registered student organizational conduct hearing may arrange for witnesses to voluntarily present relevant information during the proceeding. Pertinent information may be accepted as

information for consideration by the person or body conducting the registered student organizational formal hearing. The registered student organization may hear and question adverse witnesses who testify at the registered student organizational formal hearing.

- (f) The registered student organization shall not be forced to present information that incriminates its individual members; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal prosecution.
- (g) Should the registered student organization fail to attend the scheduled formal hearing, the hearing will be held in the registered student organization's absence and the proposed findings, including any recommended sanctions, will be made using the information available at the time of the scheduled formal hearing.
- (h) The proposed finding(s), as well as the Director of the OSC's determination, of "in violation" or "not in violation" on the charges shall be based solely on the information presented at the registered student organizational formal hearing.
- (ih) Only if the proposed finding(s) of the hearing body is that the registered organization is in violation, will prior conduct history be reviewed and potentially affect the proposed sanctioning.
- (ij) The final decision shall be furnished in writing to the registered student organization within fourteen (14) business days following the hearing (the deadline can be extended by mutual agreement of the charged registered student organization and the Director of the OSC or designee).
- (kj) The registered student organization's registration status shall remain unchanged pending the University's final decision in the matter except in cases where the VP of SDES or designee determines that the safety, health, or general welfare of any individual, or any part of the University may be involved.

(5) Additional Procedures in Cases of Sexual Misconduct and/or Interpersonal Violence. Where a registered student organization is charged with sexual misconduct and/or interpersonal violence, the procedures outlined in UCF-5.006(10) will apply in addition to the procedures of the Student Conduct Review Process.

(6) Sanctions for Registered Student Organizations

- (a) **Organizational Warning:** An official warning that the organization's behavior is in violation of the Organizational Rules of Conduct and that if the organization is subsequently found in violation of a rule, subsequent action may be more severe.
- (b) **Organizational Probation:** A period of time during which any further violation of the Organizational Rules of Conduct puts the registered student organization's status with the University in jeopardy. Restrictive conditions may also be imposed as part of organizational probation and will vary according to the severity of the offense. Restrictive conditions may include barring or limiting some or all of the organization's activities and/or privileges (including, but not limited to: social activities; intramural competition; organizational competition; Homecoming; eligibility to receive any University award or honorary recognition; privilege to occupy a position of leadership or responsibility in any University registered student organization governing body, publication, or activity; or ability to represent the University in an official capacity or position). If a registered student organization is found "in violation" for another violation of the Organizational Rules of Conduct while on organizational probation, more severe sanctions may be imposed.
- (c) **Organizational Deferred Suspension –** Organizational deferred suspension is used for offenses found serious enough to warrant organizational suspension, but where the specific circumstances of the case mitigate the offense or for repeated offenses of a less serious nature. Organizational deferred suspension is a designated period of time during which a registered student organization is given the opportunity to demonstrate the ability to abide by the community's expectations of behavior articulated in the Organizational Rules of Conduct. During an organizational deferred suspension, the registered student organization will be officially suspended from the university, but the organizational suspension will be deferred, meaning that the registered student organization may continue to operate with sanction-specific restrictions. Organizational suspension will be enforced should the registered student organization fail to complete any of the assigned sanctions by the deadline(s) and/or for any subsequent violation of the Organizational Rules of Conduct unless the Director of the OSC determines otherwise in exceptional circumstances. If the registered student organization is found in violation for any subsequent violation of the Organizational Rules of Conduct while on deferred suspension, including failure

to complete any assigned sanctions by the deadline(s), the registered student organization will be suspended for a minimum of two (2) semesters in addition to any educational sanctions imposed for the subsequent violation. Registered student organizations on organizational deferred suspension may be limited in their abilities to represent the university in intramural sporting events, extracurricular activities, or official functions. The duration of any organizational deferred suspension period and the specific restrictions imposed will be determined by the OSC on a case-by-case basis.

- (d) Organizational Suspension: While on organizational suspension the registered student organization loses its University recognition and/or registration for a temporary period of time. While an organization is suspended, it may not use University resources or participate as an organization in any University activities or events.
  - (e) Revocation of UCF Registration: Permanent severance of the organization's relationship with UCF.
  - (f) Recommendation for Charter Revocation: An official request to a national office that the local chapter's charter be revoked.
  - (g) Educational Sanctions: In conjunction with any sanction listed above, a registered student organization found to have been in violation of any of the Organizational Rules of Conduct will be assigned educational sanctions that are proportional to the violation such as, but not limited to: reflective/research papers, classes/seminars, community service, restitution, interviews, etc. If a registered student organization has any outstanding educational sanctions at the conclusion of organizational probation or organizational suspension, the organizational probation or organizational suspension will remain in effect pending completion of the educational sanctions.
- (7) Appeal within the Registered Student Organization Review Process
- (a) A student organization found in violation as a result of a hearing may appeal the finding(s) and sanction(s) imposed. The appeal must be made in writing to the appellate officer (VP of SDES or designee) within seven (7) business days after the date the registered student organization was notified of the decision by the Director of the OSC.
  - (b) Registered student organizations may appeal the finding(s) and sanction(s) imposed on the basis of one or more of the following:

1. Irregularities in fairness and stated procedures of the hearing that substantially affected the outcome of the hearing.
  2. Discovery of new and significant information that would be likely to change the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
  3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, the registered student organization must state the reason(s) for appeal, the supporting facts, and the recommended solution. This is not a re-hearing of the conduct case. An appeal cannot be filed simply because a registered student organization is dissatisfied with the decision. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of an appeal.
- (d) The appellate officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision and sanction(s), or do one of the following:
1. If the registered student organization alleges that the sanction was disproportionate to the violation(s) and the appellate officer finds the sanction to be disproportionate, the appellate officer may alter the sanction; or.
  2. If the registered student organization alleges that there was a defect in procedure or new information was presented which was sufficiently substantial to have affected the outcome and the appellate officer agrees, the appellate officer will order a new hearing.
- (e) The registered student organization shall receive a written decision to the appeal. There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as the appellate officer's appeal load at that particular time. Decisions of the VP of SDES or designee reflect final agency action.
- (f) Any decision by Appellate Officer to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (g) If the Appellate Officer upholds the original findings, the effective date of any disciplinary sanction(s) imposed will revert back to the date of the Director of OSC's final decision letter.

(8) Community ReEngagement and Educational Development (CREED) Program

- (a) Upon completion of one semester of the organizational probation and upon completion of all educational sanctions/requirements, a registered student organization has the opportunity to request modification of their organizational probation status through the Community ReEngagement and Educational Development (CREED) Program.
- (b) Requests must be submitted to the Director of the OSC or designee via an online Student Organization CREED Program Submission form that can be found at <http://www.osc.sdes.ucf.edu>. This request may only be submitted once a semester.
- (c) The CREED Program is designed for registered student organizations to have the opportunity to demonstrate that in the period following a violation of the Organizational Rules of Conduct, they have taken steps to become productive and engaged members of the UCF community. Student organizations that simply fulfill the minimum requirements of their sanction(s) will not be eligible for the CREED Program.
- (d) A CREED Program application should include information such as the following:
  - 1. Reflection Essay
  - 2. Faculty/Staff/Advisor (Academic or Organization) Letter of Recommendation
  - 3. Community Service
  - 4. Fraternity and Sorority Life (FSL) Letter of Support (*Greek Affiliated Student Organizations Only*)
  - 5. Proof of Counseling/Assessment (*If applicable*)
- (e) Upon receipt of the CREED Program packet, the Director of the OSC or designee will review to determine whether or not the registered student organization meets the criteria for review. If the Director of the OSC or designee agrees that the registered student organizations request meets any or all of the above mentioned criteria, the registered student organization will be contacted within fourteen (14) business days to schedule a “CREED review meeting” with a committee appointed by the Director of the OSC or designee, comprised of faculty, staff and students.
- (f) Prior to this meeting, the committee will have reviewed the packet and will prepare 10-15 questions to be addressed, as well as provide the opportunity to further discuss why the applying organization disciplinary probation or suspension status should be altered or terminated. No alterations shall be made to include new or increased

sanctions. Should the committee feel that further information and/or documentation is necessary in order to render a recommendation, the review may be temporarily recessed. A time frame of not more than two (2) weeks will be given to the organization to produce requested information and/or documentation. Upon receipt of the requested information and/or documentation, the committee will reconvene the review with the organization.

- (g) After the meeting, the committee will issue a recommendation to the Director of the OSC or designee. The Director of the OSC or designee will provide a decision to the registered student organization in writing within seven (7) business days of receiving the recommendation.
- (h) If the request is denied by the Director of the OSC or designee the decision shall include a concise and explicit written statement that explains the basis for that decision.
- (i) There is no appeal process for a Student Organization Disciplinary CREED Review meeting decision.

*Authority: BOG Regulations 1.001 and 6.0105. History - New 10-16-09, Amended 9-3-13, 10-29-15, 7-28-16, 7-20-17, 1-18-18, 7-19-18, \_\_\_\_\_-19.*

Attachment G

**UCF-5.015 Student Academic Behavior Standards**

- (1) The Office of Undergraduate Studies, College of Graduate Studies, Registrar's Office, and the Office of Student Rights and Responsibilities will review this regulation periodically.
- (2) UCF is committed to a policy of honesty in academic affairs. Conduct that comprises a breach of this policy may result in academic action and/or disciplinary action. Academic action affects student assignments, examinations or grades. Disciplinary action could affect student enrollment status.
- (3) Academic misconduct includes but is not limited to cheating, plagiarism, assisting another in cheating or plagiarism, and commercial use of academic materials. Violations of academic misconduct at the undergraduate and graduate level are listed and defined in the Rules of Conduct (UCF-5.008)
- (4) Alleged violations of the UCF Rules of Conduct (Academic Misconduct) shall be reported in writing to the Director of the Office of Student Conduct (OSC) or designee. When an instructor becomes aware of an alleged violation of academic misconduct and before any action is taken, the instructor must document the alleged violation(s) through the Academic Misconduct Report Form (AMR), available at <http://osc.sdes.ucf.edu>. Upon receiving an alleged violation of academic misconduct, the Director of the OSC or designee may review relevant information and consult with relevant parties regarding the incident in question.
  - (a) The Director of the OSC will refer all information warranting disciplinary action to the OSC. The OSC will send notification to the student indicating the nature of the activity in question and what university rules were allegedly violated.
  - (b) Upon receipt of an AMR form the OSC has six months to charge a student with a violation of academic misconduct. The OSC may exercise discretion when applying the time provision to account for circumstances that warrant a waiver of the six month time limit from the date of discovery.
  - (c) Students charged with alleged violations of academic misconduct will receive notice to attend a required preliminary conference with the OSC to discuss the charges. If the student fails to attend the conference, a hold will be placed on the student's record, preventing them from registering for future classes until the matter is resolved. Students who leave the university or withdraw from a class before a disciplinary matter is resolved may be prohibited from future enrollment



until the matter is resolved. The student will receive information regarding the student conduct review process, including the student's rights during the process, an opportunity to inspect and/or review the information known at the time charges are prepared, and notice of how to contact the impartial advisor. At the conclusion of the meeting, the OSC will recommend an option for resolution of the academic misconduct charges. These options are case dismissal, informal hearing, or academic formal hearing

(5) Options for Resolution of Academic Misconduct

- (a) Case Dismissal: The Director of the OSC or designee may dismiss a case if: the reported case fails to have sufficient facts or information to substantiate the claim of academic misconduct; or the reported violation is not seen to warrant punitive disciplinary action; or the reported behavior reported as academic misconduct is not a violation of the Rules of Conduct. An informal conference may be held where the student may be instructed to complete an educational requirement to demonstrate what was learned from the reported behavior. Upon successful completion of the educational requirement, the reported incident will be dismissed.
- (b) Informal Hearing: At the discretion of the OSC, violations found not to warrant a formal hearing may be referred to an informal hearing. At the informal hearing, the charged student has the opportunity to meet with an OSC staff member or designee and accept responsibility for the charges of violation of academic misconduct. At the informal hearing level the matter will be settled by the following outcomes: punitive sanction (disciplinary warning or disciplinary probation) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not resolved informally, the case will be resolved through a formal hearing. The outcomes from an informal hearing process (decision of responsibility and recommended sanctions) are final and are not eligible for appeal.
- (c) Formal Hearings: If an alleged violation of academic misconduct is not dismissed or otherwise resolved, then the OSC shall present in writing formal charges to the student. The charged student's formal hearing shall be open only to the charged student/co-charged students involved in the same incident, selected advisor,

witnesses (when called upon), and a representative from the OSC. Formal notification shall include:

1. The student's name and address.
  2. Date, time and location of the formal hearing.
  3. The rule(s) of conduct allegedly violated as known at the time formal charges were prepared.
  4. Names of potential witnesses known at the time formal charges were prepared.
  5. A description of any physical or written documentation known at the time charges were prepared.
- (d) Academic Integrity Formal Hearings: Students going through the Academic Integrity formal hearing process may elect an Administrative Academic Integrity Formal Hearing or a Panel Academic Integrity Formal Hearing.
1. Administrative Academic Integrity Formal Hearing
    - a. Administrative Academic Integrity formal hearings shall be conducted by one faculty member from the Student Conduct Board. The charged student shall be informed of the hearing officer assigned to the case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The student shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a student has opted not to challenge the impartiality of a hearing officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
    - b. At hearings conducted by an administrative hearing officer, an OSC staff member shall act as an advisor to the administrative hearing officer. The Director of the OSC or designee shall receive the administrative hearing officer's proposed finding(s) as to "in violation" or "not in violation" of the Rules of Conduct, and consider

any punitive and or educational sanctions proposed by the administrative hearing officer.

- c. The Director of the OSC or designee may accept the proposed finding(s) of “in violation” or “not in violation” or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.
  - d. Any decision by the Director of the OSC or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
2. Academic Integrity Panel Hearings.
- a. A panel to consider an individual case shall be randomly selected by the OSC from the Student Conduct Board and shall consist of at least one (1) faculty member, one (1) additional faculty or administrative staff member, and two (2) student members. One panel member shall be selected by the OSC to chair the hearing and report the finding(s) and recommended sanctions, if any, to the Director of the OSC or designee.
  - b. For panel hearings, an OSC staff member shall act as an advisor to the panel. The Director of the OSC or designee shall receive the panel’s proposed finding(s) as to "in violation" or "not in violation" of the Rules of Conduct, and consider any punitive or educational sanctions proposed by the panel.
  - c. The Director of the OSC or designee may accept the proposed finding(s) of “in violation” or “not in violation” or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the panel.
  - d. Any decision by the Director of the OSC or designee to alter proposed sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

- (e) Following the Academic Integrity Formal Hearing:
1. Undergraduate students found “in violation” will be prescribed punitive and educational conduct sanctions appropriate to the findings and recommendations ~~of the academic integrity formal hearing~~. The OSC will report the ~~hearing~~ outcome from the academic integrity hearing back to the instructor of record and department chair. In consultation with the college dean or designee, the instructor and the department chair will determine if further course or academic action should be imposed. If the undergraduate program recommends further course or program action, the undergraduate program must notify the OSC and Academic Services. Final results of the academic integrity ~~formal~~ hearing and/or course or program action must be made available to the student in writing within fourteen (14) business days following the date of the ~~formal~~ hearing.
  2. Undergraduate students found “not in violation” will be notified within fourteen (14) business days. The OSC will report the findings back to the instructor, department chair, and college dean or designee. Students may have proposed course or academic action removed and the instructor may determine a new grade since no violation was found.
  3. For graduate students found “in violation”, the OSC notifies the instructor, Associate Dean of Graduate Studies, and the Dean or designee of the Academic College in which the graduate student resides. The college dean or designee will in turn notify the graduate program that a student ~~is in~~ was found in violation and ask if the program wishes to invoke any program-level academic action(s). The student’s graduate program will determine if program action is necessary. If deemed necessary, recommendation of program action will be made using the *Probation/Dismissal Form* and/or *Conditional Retention Plan*. This information will be forwarded to the College of Graduate Studies. The OSC will be notified if the graduate program recommends additional program action. The results of any ~~formal~~ hearing and/or program action should be available for the student within fourteen (14) business days.

4. For graduate students found “not in violation” of academic misconduct, OSC notifies the instructor, Associate Dean of Graduate Studies and the Dean or designee of the Academic College in which the graduate student resides. The graduate student may have their proposed course or program action removed and the instructor may determine a new grade since no violation was found.
- (f) Appeals:
1. Undergraduate or graduate students found “in violation” as the result of an academic integrity formal hearing may appeal the finding(s) and sanction(s) imposed by the Director of the OSC. The appeal must be made in writing to the appellate officer (Provost or designee) within seven (7) business days after the date the student was notified of the decision by the Director of the OSC. Students may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
    - a. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.
    - b. Discovery of new and significant information that could have affected the outcome of the hearing and which was not known or could not reasonably have been discovered and/or presented at the time of the hearing.
    - c. The sanction(s) are extraordinarily disproportionate to the violation(s).
  2. Any decision by an appellate officer to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
  3. The appellate officer should issue a written decision to the student’s appeal within twenty (20) business days of receipt of the appeal. Should the appellate officer require additional time for review beyond the 20 business days, the appellate officer will notify the charged student in writing of the need for additional time. Decisions of the Provost or designee reflect final agency action.

4. Any decision by the Provost or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
5. Undergraduate students may appeal program sanctions provided by the student's undergraduate program, per UCF-5.016. Graduate Students may appeal program sanctions provided by the student's graduate program, per UCF-5.017. Students found "in violation" for academic misconduct are not eligible for academic appeal regarding the final grade issued by the course of the reported violation.

(6) Z Designation for Undergraduate Student Academic Misconduct

- (a) A Z designation denotes a student was found "in violation" of academic misconduct while enrolled in a course. A Z designation does not affect a student's grade point average.
- (b) Z designations will remain on a student's transcript if:
  1. The student is found "in violation" of academic misconduct and the punitive sanction is disciplinary suspension for one or more semesters, disciplinary dismissal, or expulsion; or
  2. The student is found "in violation" of academic misconduct twice during their UCF academic career.
    - a. The punitive sanction received in either academic misconduct case has no bearing on the Z designation being permanently placed on the student's transcript.
    - b. A Z designation will be placed in association with both courses in which the student was found "in violation" of academic misconduct.
- (c) If a student is found "in violation" of academic misconduct a Z designation will be placed on their transcript in association with the final course letter grade recorded (ex. ZA, ZB, ZC, ZD, ZF).
- (d) A Z designation will be denoted on the student's transcript as a ZW if a student withdrew from the course prior to the conclusion of the conduct process and was subsequently found "in violation" of academic misconduct.

- (e) OSC will communicate with the Registrar's Office to have Z designations placed on student's transcript following the conclusion of the Conduct Review Process.
- (f) Students have the opportunity to improve the letter grade recorded in association with a course in which they were found "in violation" of academic misconduct through the use of grade forgiveness. The Z designation however will still remain on the student's transcript.
- (g) A student can attempt to have a Z designation permanently removed through participating in the Community ReEngagement and Educational Development (CREED) Program.
- (h) A Z designation will remove a student from consideration for academic awards and honors (e.g. President's List and Dean's List) for the academic semester in which the violation occurred.

*Authority: BOG Regulation 1.001. History – Formerly 6C7-5.0042, Amended 8-10-09, 9-4-12, 10-29-15, 7-28-16, 7-20-17, 1-18-18, 7-19-18, \_\_\_\_\_-19.*

Attachment H

**UCF-5.017 Appeals of Graduate Program Actions or Decisions**

(1) Review of Academic Performance.

- (a) The primary responsibility for monitoring a student's progress to degree (or program completion) rests with the graduate program, although the College of Graduate Studies also monitors a student's progress and takes appropriate actions if performance standards as specified by the program and University are not maintained. Satisfactory progress to degree (or program completion) requires an ongoing evaluation of a student's performance in a program as indicated by satisfactory grades within courses, successful performance on program competency exams, progress in thesis and dissertation research, the maintenance of the standards of academic and professional integrity expected in a particular discipline or program, and any other measures of progress as customarily used in the program. Academic probation or even dismissal of the student from the program may occur when the individual is not making satisfactory progress to degree (or program completion).
- (b) A graduate program may also recommend dismissal if the student fails to maintain the standards of academic and professional integrity, meet or exceed the professional competencies of the discipline, or maintain the competence necessary for the welfare of faculty, fellow students, staff, patients, clients, or others encountered in internships, externships, or other classes required by the degree program. A student's performance in clinical settings may be evaluated by clinical supervisors or other clinicians in conjunction with instructors of record and/or faculty advisors.
- (c) A student may be immediately terminated from a clinical assignment and/or graduate program when, in the professional judgment of a qualified clinician, faculty supervisor or instructor of record, client/patient welfare could be at risk. In cases where client/patient welfare could be at risk, graduate programs may forego published procedures for advising, mentoring or probation if documentation from clinical or faculty supervisors indicate immediate action was necessary to protect the welfare of others. When immediate action is taken, the graduate program must inform the student in writing of the action and the reasons



for the action. The student may appeal such action as a graduate program action under this Regulation.

- (d) Misconduct associated with research or misconduct in laboratory assignments may result in immediate termination from the assignment and/or the graduate program when the misconduct places clients, researchers, subjects or the university at risk
- (e) It is incumbent on the graduate program to give the student an opportunity to discuss the pending action with the program director and provide additional relevant information prior to making a recommendation of probation or dismissal. A student does not have to agree with the action in order for the program to move forward with a recommendation of probation or dismissal.
- (f) The Dean of the College of Graduate Studies has final authority over probation and dismissal recommendations and will execute them accordingly.
  - 1. Once dismissed, a student may apply to UCF as a student in another program, or as a non-degree student. Readmitted students are prohibited from taking courses in the program from which they were dismissed.
  - 2. A student can only be reinstated to the previous graduate program by either submitting a new application to the program with a new admissions decision, or through a formal grievance process. (See Grievance Procedures in following section).

(2) Other Procedures. Graduate students disputing a graduate program action (including the evaluation of their progress to degree) as described above, have several routes of appeal depending on the nature of the grievance.

- (a) In the appeal of a grade in a specific course (excluding thesis or dissertation credit hours) students are referred to Regulation UCF-5.016 for the grade appeal procedures.
- (b) For issues resulting from a failure to maintain academic behavior standards such as cheating, plagiarism, etc., students are referred to Regulation UCF 5.015 (and, as appropriate, student conduct review procedures).
- (c) Misconduct associated with research will follow procedures determined by the Office of Research and Commercialization.

- (d) All other grievances, including the appeal of grades issued in Thesis and Dissertation credit hours, follow the Procedure for Other Grievances of Graduate Students as outlined in this Regulation.
- (3) Applicability of graduate program action appeal procedure:
- (a) This regulation applies to graduate student appeals of decisions made by the College of Graduate Studies, an academic college or graduate degree program based on:
    1. Alleged deviation from program or university policies as outlined in the Graduate Catalog or Graduate Program Handbook(s)
    2. Alleged errors in application of policies or procedures
    3. Alleged probation or dismissal due to non-academic reasons
    4. Alleged deviation from the University's syllabus policy
    5. Alleged discrimination and/or sexual harassment in the program, department or college. (An appeal alleging discrimination and/or sexual harassment in the program, department or college will be referred directly to the Office Institutional Equity. The University is entitled to a reasonable period of time to review allegations of discrimination contained in a graduate student appeal, and the University may accordingly extend deadlines applicable to the University for purposes of reviewing such allegations.)
  - (b) Decisions based on professional judgment of an instructor, faculty member or clinical supervisor in the assignment of a grade or assessment of a student's performance in a class are excluded from the provisions of this regulation except as noted above. Probation or dismissal due to unsatisfactory performance on competency exams, research, or progress in thesis or dissertation research may not be appealed based on the student's disagreement with the professional judgment of an instructor, faculty member or advisor. Students may appeal based on alleged errors in process or alleged non-academic reasons.
  - (c) Students placed on probation or dismissed by the College of Graduate Studies for not maintaining at least a 3.0 GPA may not appeal the academic program or academic college's decision to not submit a Conditional Retention Plan (CRP). A CRP may be offered to a student when, in the discretion of the academic program,

extenuating circumstances warrant such an exception; however, graduate programs are not obligated to provide a CRP.

(4) Procedure for Other Grievances of Graduate Students. Students are entitled to a fair and timely resolution of appeals. This procedure is intended for graduate students having complaints regarding specific actions or decisions by a faculty member, program or college, including termination from an academic program, for reasons that are not covered in Section 2(a)-2(c) above. The graduate student is encouraged to first discuss the matter within the academic unit of the grievance and attempt to resolve the grievance informally. The formal procedure is as follows:

- (a) Step 1 -Program and Department Level: The graduate student appealing the decision of a program, must state the nature of the grievance in writing to the graduate program director, including a brief narrative of the grievance, the parties involved, and a statement of the remedy being requested. All appeals must be submitted using the form located at <https://graduatecouncil.ucf.edu/appeals-committee>. This statement must be submitted by the graduate student within six (6) months of the notification date of the occurrence of the program action being appealed.
- (b) Dependent on the nature of the grievance, the graduate program director will in ten business days following receipt of the grievance either make a recommendation about the grievance to the unit head or refer the grievance to the unit/ program graduate committee to examine the issue at their next scheduled meeting. The unit/program graduate committee may invite the aggrieved student and others having information about the case to attend the meeting and present information and arguments about the grievance. If so invited, the graduate student can have a personal advisor at the meeting, but the advisor can only confer with the student and not participate in the committee meeting. The unit/ program graduate committee will make a recommendation about the grievance to the graduate program director.
- (c) The graduate program director will consider the input of the unit/ program graduate committee and make a recommendation to the unit head about the grievance. The unit head will then make a final decision about the grievance at the

- program/ unit level and inform the student of the decision within ten business days after receiving the recommendation from the graduate program director.
- (d) Step 2 - College Level: Should the graduate student disagree with the decision of the unit head, the student has ten business days to file a written appeal of the decision with the academic college graduate coordinator (or the Dean of the College of Graduate Studies in the case of interdisciplinary programs with no academic college assigned to oversight of the program). It is incumbent on the student to explain in the appeal why the unit/program decision is in error and should be reexamined. At each appeal level, the basis for the appeal must be the same as the original appeal or must articulate new information discovered as part of the appeal process itself. If the basis for the appeal changes, the student will be considered to be initiating a new appeal that must begin at the initial level of the appeal process (and which must be timely).
  - (e) Dependent on the grievance, the academic college graduate coordinator will, in ten business days following receipt of the appeal, either make a recommendation to the college dean about the grievance or refer the grievance to the college graduate committee to examine the issue at their next scheduled meeting. The college graduate committee may invite the aggrieved student and others having information about the case to attend the meeting and present information about the grievance. If so invited, the graduate student can have a personal advisor at the committee meeting, but the advisor can only confer with the student and not participate in the committee meeting. The college graduate committee will make a recommendation about the grievance to the college graduate coordinator.
  - (f) The academic college graduate coordinator after considering the input of the college graduate committee will make a recommendation to the college dean about the grievance. The college dean will then make the final decision about the grievance at the academic college level, and inform the student of the decision within ten business days after receiving the recommendation from the college graduate coordinator.
  - (g) Step 3 - College of Graduate Studies Level: Should the graduate student disagree with the decision of the academic college dean, the student has ten business days

following receipt of the college decision to file a written appeal of the decision at the university-level with the Dean of the College of Graduate Studies. It is incumbent on the student to explain in the appeal why the academic college decision is in error and should be reexamined.

- (h) Dependent on the appeal, the Dean of the College of Graduate Studies will within ten business days following receipt of the appeal either make a decision about the grievance or refer the appeal to the Appeals Subcommittee of the Graduate Council to examine the issue at a scheduled meeting. The Appeals Subcommittee may invite the aggrieved student as well as others having information about the grievance to attend and present information about the grievance. If so invited, the graduate student can have a personal advisor at the meeting, but the advisor can only confer with the student and not participate in the committee meeting. The Appeals Subcommittee will submit a recommendation to the Dean of the College of Graduate Studies concerning the grievance.
- (i) The Dean of the College of Graduate Studies will consider the input of the Appeals Subcommittee of the Graduate Council and make a final decision about the grievance for the university. There is no appeal beyond the level of Dean of the Graduate College as this person is vested with the final authority by the President of the University.

*Authority: BOG Regulation 1.001. History—Formerly 6C7-5.00431, New 7-20-09, Amended 7-19-12, 7-20-17, 7-19-18, \_\_\_\_\_-19.*

**ITEM: NG-8**

**UCF BOARD OF TRUSTEES**

**July 18, 2019**

**Title:** Delegation of Authority of Senior Management Official for Classified Program

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**Background:**

The United States National Industrial Security Program Operating Manual (NISPOM) requires the Senior Management Official (SMO) of a facility to be cleared at the facility clearance level. Until/unless Interim President Seymour is granted an interim/permanent clearance at the facility clearance level, NISPOM requires his exclusion, and the exclusion of other Key Management Personnel (KMP) from access, control, and influence over the UCF classified program, with that authority delegated according to an authorized plan.

**Issues to be Considered:**

Authorize exclusive delegation of authority to the Vice President for Research and Dean of Graduate Studies to access, control, and influence the UCF classified program, including executing and administering classified contracts, until the University President is granted/possesses a clearance at the facility clearance level. This will rescind the authority of the Interim President and other KMP from authority to execute and administer classified contracts, and from otherwise accessing, controlling, and influencing the UCF classified program.

**Alternatives to Decision:**

Delay the University's Top Secret facility classification until the President of the University has obtained the necessary clearance, which will delay or prevent the university from receiving Top Secret classified research and development awards.

**Fiscal Impact and Source of Funding:**

\$2,000,000 to \$5,000,000 per year in classified Federal research and development funding.

**Recommended Action:**

Delegate exclusive authority to Dr. Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies to execute and administer classified contracts, by approving revision of the Delegation of Authority to the President and by approving the Delegation of Exclusive Authority to Senior Management Official.

**Authority for Board of Trustees Action:**

Board of Governors' Regulation 1.01

Board of Governors' Sponsored Research Regulation 10.002

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Delegation of Exclusive Authority to Senior Management Official

Attachment B: Delegation of Authority to the President

Attachment C: Board of Governors' Regulation 1.001

Attachment D: Board of Governors' Sponsored Research Regulation 10.002

**Facilitators/Presenters:**

Sandra Sovinski, Deputy General Counsel for Research

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

**Delegation of Authority to Senior Management Official**

**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 a Senior Management Official, as more particularly described below. Any power or duty delegated by the Board to the Senior Management Official may be rescinded at any time by majority vote of the Board. The Senior Management Official may NOT further delegate his or her powers and duties.

**DEFINITIONS**

Board: UCF Board of Trustees

BOG: Florida Board of Governors

KMP: Key Management Personnel

NISPOM: United States National Industrial Security Program Operating Manual

SMO: Senior Management Official

UCF or University: University of Central Florida

**PROCEDURES:**

The Board exclusively delegates to the Vice President for Research and Dean of the College of Graduate Studies all usual and customary powers necessary, as the University's SMO, to administer the University classified program.

Except as provided herein, no KMP may have access, control, and influence over the UCF classified program. Board member(s) cleared at the facility clearance level, and legal counsel cleared at the facility clearance level (whether in-house or contracted), may be consulted, as necessary and as permitted by NISPOM.



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

1. Execute classified contracts on behalf of the Board.
2. Oversee the classified research activities of the University, including managing the intellectual property of the University related thereto.

**Items requiring the SMO to consult with legal counsel and Board member(s) cleared at the facility clearance level) before implementation:**

1. Any matter which has the potential to create significant risk, or political or reputational issues for the University.
2. All items required by the BOG or Florida Legislature to be approved by the Board.

INITIATING AUTHORITY

UCF Board of Trustees

**History:** New \_\_\_\_-2019.

Authority: Section 7(c), Art. IX, Fla. Const.; FL BOG Regulation 1.001

**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. Annual financial commitment, obligation, or contingent risk of five million dollars or .5% percent of the University budget, whichever amount is smaller, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.
3. Contractual obligation of more than five (5) years' duration and an aggregate net value of five million or more dollars, options, renewals, extensions, or amendments thereto, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.
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. Hiring and firing or reduction of compensation for the Chief Financial Officer and the Vice President of Administration or Chief Operating Officer.
36. Selection of Chair and Vice Chair of the Board.
37. All items required by the BOG or Florida Legislature to be approved by the Board.
38. 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 10-26-2017. Amended 1-24-19, 5-16-19.

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

Attachment C

**1.001 University Board of Trustees Powers and Duties**

- (1) Pursuant to Article IX, section 7(c), Florida Constitution, the Board of Governors shall establish the powers and duties of the board of trustees as set forth herein and as may be established in Board of Governors' regulations. This regulation supersedes the delegation of authority to the boards of trustees contained in the Board of Governors' Resolution dated January 7, 2003. The intent of this regulation is to delegate powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university.
- (2) Composition of Boards; Membership and Organization.
  - (a) Each university shall be administered by a board of trustees, consisting of thirteen members dedicated to the purposes of the State University System. Each university board of trustees includes six members appointed by the Governor and five members appointed by the Board of Governors, all of whom must be confirmed by the Senate. All trustees are required to attend a Board of Governors orientation session, preferably prior to service on the university board. The chair of the faculty senate, or the equivalent, and the president of Student Government, or the equivalent, are also members. Board of trustee members shall serve staggered terms of five years and may be reappointed for subsequent terms, except for the faculty and student representatives who shall serve for the duration of the term of their respective elected offices. All members are public officers subject to the requirements of the Florida Code of Ethics.
  - (b) Each board of trustees shall select its chair and vice chair from the appointed members. Each chair shall serve for two years and may be reelected for one additional consecutive two-year term. Any exception to this term of office must be approved by a two-thirds vote of the board of trustees.
  - (c) The duties of the chair shall include presiding at all meetings of the board of trustees, calling special meetings of the board of trustees, attesting to actions of the board of trustees, and notifying the Board of Governors or the Governor, as applicable, in writing whenever a board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal as provided in section 1001.71, Florida Statutes.
  - (d) The university president shall serve as the chief executive officer and corporate secretary of the board of trustees and shall be responsible to the board of trustees for all operations of the university and for setting

the agenda for meetings of the board of trustees in consultation with the chair.

- (e) Members of the boards of trustees shall receive no compensation but may be reimbursed for travel and per diem expenses as provided in section 112.061, Florida Statutes.
  - (f) Each board of trustees shall establish the powers and duties of the university president.
  - (g) Each board of trustees shall be a public body corporate with all the powers of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue and be sued, to plead and be impleaded in all courts of law and equity, and to give and receive donations. In all suits against the board of trustees, service of process shall be made on the chair of the board of trustees or on a university designee.
  - (h) Each board of trustees shall be primarily acting as an instrumentality of the state pursuant to section 768.28, Florida Statutes, for purposes of sovereign immunity.
  - (i) Each board of trustees is subject to the public records and open meetings requirements set forth in Article I, section 24 of the Florida Constitution and laws implementing that section.
  - (j) Each board of trustees shall keep and, within two weeks after a board meeting, post prominently on the university's website detailed meeting minutes for all meetings, including the vote history and attendance of each trustee, as provided in section 1001.71, Florida Statutes.
- (3) University Administration and Oversight.
- (a) Each board of trustees shall be responsible for the administration of its university in a manner that is dedicated to, and consistent with the university's mission which shall be otherwise consistent with the mission and purposes of the State University System as defined by the Board of Governors.
  - (b) Each board of trustees may establish committees of the board to address matters including, but not limited to, academic and student affairs, strategic planning, finance, audit, property acquisition and construction, personnel, and budgets.
  - (c) Each board of trustees shall adopt a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the university's mission. University strategic plans shall be submitted to the Board of Governors for approval.
  - (d) Each board of trustees shall prepare a multi-year workplan/report for the Board of Governors that outlines its university's top priorities, strategic directions, and specific actions and financial plans for

achieving those priorities, as well as performance expectations and outcomes on institutional and systemwide goals. The workplan/report shall reflect the university's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs.

- (e) Each board of trustees shall have a policy addressing conflicts of interest for its members.
  - (f) Each board of trustees shall maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
  - (g) Each board of trustees may promulgate regulations and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.
  - (h) Each board of trustees is authorized to secure comprehensive general liability insurance.
  - (i) Each board of trustees may provide for payment of the cost of civil actions against officers, employees, or agents of its board.
  - (j) Each board of trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.
  - (k) Each board of trustees may govern traffic on the grounds of the university and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
  - (l) Each board of trustees shall be responsible for campus safety and emergency preparedness, to include safety and security measures for university personnel, students, and campus visitors.
  - (m) Each board of trustees is authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (4) Academic Programs and Student Affairs.
- (a) Each board of trustees shall adopt university regulations or policies, as appropriate, in areas including, but not limited to:
    - 1. authorization and discontinuance of degree programs;
    - 2. articulation and access;
    - 3. admission and enrollment of students;
    - 4. minimum academic performance standards for the award of a degree;
    - 5. student financial assistance;
    - 6. student activities and organizations;
    - 7. student records and reports;



8. antihazing, related penalties, and program for enforcement;
9. reasonable accommodation of religious observances; and
10. uniform student code of conduct and related penalties.

Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.

- (b) Each board of trustees shall establish a committee to periodically review and evaluate the student judicial system. At least one-half of the members of the committee shall be students appointed by the student body president.
  - (c) Each board of trustees shall approve the internal procedures of student government organizations.
  - (d) Each board of trustees shall require that institutional control and oversight of its intercollegiate athletics program is in compliance with the rules and regulations of the National Collegiate Athletic Association. The university president is responsible for the administration of all aspects of the intercollegiate athletics program.
- (5) Personnel.
- (a) Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.
  - (b) Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.
  - (c) Each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors and in accordance with the requirements of Regulation 1.002. A presidential search committee shall be appointed to make recommendations to the full board of trustees. The board of trustees shall select a candidate for confirmation by the Board of Governors. Prior to confirmation, the board of trustees shall submit a written description of the selection

process and criteria, the qualifications of the selected candidate, and a copy of the proposed employment contract to the Board of Governors for its consideration in confirming the candidate. The candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation of the candidate will be considered. Such meeting will be held as soon as practicable to ensure a timely transition. Renewals of presidential employment contracts shall be subject to confirmation by the Board of Governors and shall be limited to one-year terms.

- (d) In the event that a board of trustees selects an interim president, such selection is subject to confirmation of the candidate by the Board of Governors. If it is determined by the board of trustees to be in the best interests of the university, the interim president selected by the board may be delegated full authority to serve as the interim president during the period prior to confirmation by the Board of Governors. Continued service as interim president requires confirmation by the Board of Governors, and the candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation will be considered. Such meeting will be held as soon as practicable to ensure a timely transition.
  - (e) Each board of trustees shall develop guidelines for the annual evaluation of the president.
  - (f) Each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors' strategic goals and priorities, and compliance with systemwide regulations.
- (6) Financial Management.
- (a) Each board of trustees shall be responsible for the financial management of its university and shall submit an institutional budget request, including a request for fixed capital outlay, and an operating budget to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.
  - (b) Each board of trustees shall establish tuition and fees in accordance with regulations established by the Board of Governors.
  - (c) Each board of trustees shall establish waivers for tuition and fees pursuant to regulations established by the Board of Governors.
  - (d) Each board of trustees shall engage in sound debt management practices for the issuance of debt by the university and its direct support organizations, and shall comply with the guidelines established by the Board of Governors in connection with the

- authorization, issuance and sale of university and direct support organization debt.
- (e) Each board of trustees shall account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law.
  - (f) Each board of trustees may enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.
  - (g) Each board of trustees shall establish policies and procedures for the performance of annual internal audits of university finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the board of trustees, or its designee.
  - (h) Each board of trustees and each direct support organization shall submit annual financial statements to the Board of Governors.
- (7) Property and Purchasing.
- (a) Each board of trustees and university direct support organization must obtain prior approval from the Board of Governors before entering into a binding contractual obligation to improve real property that will result in the board or the direct support organization seeking a commitment of state funds for the development, construction, operation, or maintenance of an educational or research facility.
  - (b) Each board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same, and approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price.
  - (c) With respect to state-funded real property acquisitions, each board of trustees may, with the consent of the Board of Trustees of the Internal Improvement Trust Fund, sell, convey, transfer, exchange, trade, or purchase real property and related improvements necessary and desirable to serve the needs and purposes of the university.
    1. The board of trustees may secure appraisals and surveys in accordance with the policies and procedures of the Board of Trustees of the Internal Improvement Trust Fund. Whenever the board of trustees finds it necessary for timely property acquisition, it may contract, without the need for competitive selection, with one or more appraisers whose names are

contained on the list of approved appraisers maintained by the Division of State Lands in the Department of Environmental Protection.

2. The board of trustees may negotiate and enter into an option contract before an appraisal is obtained. The option contract must state that the final purchase price may not exceed the maximum value allowed by law. The consideration for such an option contract may not exceed 10 percent of the estimate obtained by the board of trustees or 10 percent of the value of the parcel, whichever is greater, unless otherwise authorized by the board of trustees.
  3. Title to property acquired by a university board of trustees prior to January 7, 2003, and to property acquired thereafter with state funds shall vest in the Board of Trustees of the Internal Improvement Trust Fund. With respect to all other real property acquired by a university, such property shall be titled in the name of the university board of trustees, or as the trustees of the university may deem appropriate.
- (d) Each board of trustees shall submit to the Board of Governors, for approval, plans for all new campuses and instructional centers.
  - (e) Each board of trustees shall administer a program for the maintenance and construction of facilities.
  - (f) Each board of trustees may exercise the right of eminent domain pursuant to the provisions of chapter 1013, Florida Statutes.
  - (g) Each board of trustees shall be responsible for the use, maintenance, protection, and control of, and the imposition of charges for, university-owned or university-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the university.
  - (h) With respect to any funds or real or personal property designated by will, deed, agreement, or court appointment to be held in trust for the benefit of the university, or its students, faculty members, officers, or employees, or otherwise, or for any educational purpose, a university board of trustees is authorized to act as trustee with full legal capacity as trustee to administer such trust property and, in such event, the title thereto shall vest in the board of trustees as trustee. In all such cases, the university board of trustees shall have the power and capacity to do and perform all things as fully as any individual trustee or other competent trustee might do or perform, and with the same rights, privileges, and duties including the power, capacity, and authority to convey, transfer, mortgage, or pledge such property held in trust and to contract and execute all other documents relating to said trust property which may be required for or appropriate to the

administration of such trust or to accomplish the purposes of any such trust. Nothing herein shall be construed to authorize a board of trustees to contract a debt on behalf of, or in any way to obligate, the state; and the satisfaction of any debt or obligation incurred by the board as trustee under the provisions of this section shall be exclusively from the trust property, mortgaged or encumbered.

- (i) Each board of trustees shall prepare and adopt a campus master plan pursuant to section 1013.30, Florida Statutes.
  - (j) Each board of trustees shall prepare, adopt, and execute a campus development agreement pursuant to section 1013.30, Florida Statutes.
  - (k) Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and parking fines.
  - (l) Each board of trustees shall promulgate regulations that establish basic criteria related to the procurement of commodities and contractual services.
  - (m) Each board of trustees shall be responsible for the fire safety and sanitation of public educational and ancillary plants.
- (8) Miscellaneous Powers and Duties.
- (a) Each board of trustees is authorized to form such corporate entities as are necessary to establish and maintain faculty practice plans for the collection, distribution, and regulation of fees generated by faculty members engaged in the provision of healthcare services to patients as an integral part of their academic activities and employment as faculty. Each such faculty practice plan must be adopted by the board of trustees in accordance with regulations of the Board of Governors and approved by the Board of Governors.
  - (b) Each board of trustees is authorized to establish direct support organizations and university health services support organizations and certify them to use university property, facilities, and services.
  - (c) Each board of trustees may establish educational research centers for child development.
  - (d) Each board of trustees is authorized to protect, develop, and transfer the work products of university personnel and other university agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products. Each board of trustees shall have policies and procedures concerning the work products of university personnel that facilitate technology development and

transfer for the public benefit. Such policies must include, without limitation, provisions that take into account the contributions of university personnel in the development of work products and that require any proceeds from such work products be used to support the research and sponsored training programs of the university.

- (e) Each board of trustees is responsible for compliance with all applicable laws, rules, regulations, and requirements.
- (f) Each board of trustees shall perform such other duties as provided by the Board of Governors, or as each board of trustees may determine are necessary or appropriate for the administration of the university so long as the trustees comply with any applicable laws and Board of Governors' regulations and policies.

Authority: Section 7(c), Art. IX, Fla. Const.; History: Resolution 1-07-03, New 3-26-09, Amended 09-16-10, 08-31-17.

Attachment D

**10.002 Sponsored Research**

- (1) University boards of trustees are authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (2) Each university shall annually certify to the Board of Governors that it has policies in place to negotiate, enter into, and execute research contracts including, but not limited to, policies for solicitation and acceptance of research grants and research donations, policies for the collection of fees and research donations in the context of university sponsored research, and policies relating to the appropriate use of research funds.
- (3) Each certification will further provide that reasonable control and monitoring systems are in place for research activities to comply with applicable laws and the mission and long term plans of the university. The certification will be submitted to the Board of Governors by October 1 of each calendar year.
- (4) The certification form will be signed, to the best of the certifying official's knowledge, by the most senior officer responsible for research as designated by the President and the annual certification will be reported to the board of trustees.

Authority: Section 7(d), Art. IX, Fla. Const.; History: New 6-22-17.

**ITEM: NG-9**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Appointment of Board Members to Central Florida Clinical Practice Organization, Inc.

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**Background:**

Central Florida Clinical Practice Organization, Inc. (CFCPO) is a 501(c)(3) tax exempt organization created to serve as a practice plan corporation for the UCF College of Medicine clinical mission, similar to that of other Florida state medical schools. CFCPO receives and holds clinically related revenues, applies that revenue to pay appropriate expenses, manages reserves, ensures proper accounting procedures are being followed, and provides administrative and financial services. Although CFCPO is not a DSO, it follows similar review processes to ensure full transparency and oversight.

The CFCPO Bylaws authorize, as part of the CFCPO Board of Directors, (a) appointment of two members of the senior leadership team of the university's medical affairs unit to be appointed by the Vice President for Health Affairs and (b) election of three employed clinical faculty members.

Ms. Jeanette Schreiber is the Sr. Associate Vice President for Health Affairs and Chief Legal Officer for the College of Medicine. The Vice President for Health Affairs has re-appointed Ms. Schreiber for an additional 3-year term, beginning at the 2019 annual meeting.

Mr. Daniele Cavallo is Associate Vice President for Finance and Administration and Chief Financial Officer, College of Medicine. The Vice President for Health Affairs has appointed Mr. Cavallo, as a member of the senior leadership team of the university's medical affairs unit, to serve a 3-year term, beginning at the 2019 annual meeting.

Dr. John Tramont was selected pursuant to CFCPO's Bylaws in an election by the employed clinical faculty members of the faculty practice to serve on the corporation's Board of Directors. In accordance with the Bylaws, Dr. Tramont's 3-year term will begin at the corporation's 2019 annual meeting.

**Issues to be Considered:**

N/A

**Alternatives to Decision:**

Decline to approve the appointments.

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approval of the re-appointment of Ms. Jeanette Schreiber, the appointment of Mr. Danny Cavallo and the election of Dr. John Tramont to serve on the corporation's Board of Directors.

**Authority for Board of Trustees Action:**

Fl. Statute 1004.28(3)



**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Deborah C. German, Chair, Central Florida Clinical Practice Organization, Inc.

**Supporting Documentation:**

Attachment A: Board member candidate bios

**Facilitators/Presenters:**

Deborah C. German, Chair, Central Florida Clinical Practice Organization, Inc.

Jeanette C. Schreiber, Secretary, Central Florida Clinical Practice Organization, Inc.

Attachment A

**Central Florida Clinical Practice, Inc.  
Board Member Appointments and Reappointments**

Jeanette Schreiber, JD, MSW

Jeanette C. Schreiber, JD, MSW is Senior Associate Vice President for Health Affairs at UCF and Chief Legal Officer for the College of Medicine. She manages strategic development for the Health Affairs Division and College of Medicine, including planning and implementation for new community and business initiatives, affiliations and partnerships, and leads emerging initiatives in population health and health IT. She oversees health care legal, regulatory, and compliance resources as part of the UCF Office of General Counsel. Ms. Schreiber's team is responsible for the College of Medicine's HealthARCH program, assisting community providers in advancing quality, value and health care transformation.

Before joining UCF, Ms. Schreiber was a partner for over 20 years in health law at the Connecticut based firm Wiggin & Dana, LLP. She served as the primary outside health law counsel for the Yale-New Haven Health System for over 20 years, assisting in planning, development and implementation of clinical services, facilities, affiliations and system development, government relations, compliance and health information technology. She has worked extensively with local, state and national health care advocacy and provider organizations representing hospitals, physicians, home care agencies, and other providers.

Ms. Schreiber is a graduate of Harvard Law School (J.D., 1982, *cum laude*), Florida State University (M.S.W., 1978, *highest honors*), and Emory University (B.A. 1976, *high honors*). She is board-certified in health law by the Florida Bar.

Ms. Schreiber is an Orlando native. After returning home in 2007, she was a shareholder in Shuffield, Lowman & Wilson, P.A., before joining the UCF College of Medicine in 2008.

Ms. Schreiber serves on the Board of Habitat for Humanity of Seminole County and Greater Apopka.

Daniele Cavallo, MBA, CPA

Danny Cavallo, MBA, CPA, is Associate Vice President of Finance & Administration and Chief Financial Officer at the UCF College of Medicine. He has spent more than a decade in financial leadership roles at renowned academic health institutions including Emory Healthcare, University of Rochester Medicine and University of Cincinnati Health.

Danny joined UCF in April 2019 after serving as Vice President for Cincinnati's Ambulatory Operations and Physician Practice, which has \$600 million in net revenues and more than 1,000 providers. There, he rightsized operations, increased physician productivity and revenues, and managed public-private partnerships to expand patient care.

As Chief Financial Officer of the University of Rochester's faculty practice, he oversaw finances for a \$420 million practice that included 600 faculty physicians at one of the nation's top academic medical centers. He has extensive experience in managing profitable academic clinical practices and successfully integrating them with academic hospitals and medical school education initiatives.

A native of Switzerland, Danny earned a Bachelor of Science degree in accounting from the Swiss Accountancy Academy and a degree in Swiss Federal Fiduciary from Academy St. Gallen. He holds an MBA from Emory University and is fluent in English, German and Italian.

John Tramont, MD

Dr. John Tramont is board certified in Obstetrics and Gynecology and excels in caring for women with complex gynecologic and urogynecologic conditions as well as chronic pelvic pain and menopause. He had a long career in the U.S. Navy prior to joining UCF Health. Dr. Tramont received his MD at the Uniformed Services University of the Health Sciences in Bethesda, MD. He completed his internship and residency in obstetrics and gynecology at the Naval Medical Center in Portsmouth, VA. He received his BSC from the U.S. Naval Academy.

ITEM: NG-10

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Appointment of Board Member to UCF Research Foundation

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**Background:**

The UCF Research Foundation Bylaws provides that the UCF Chief Financial Officer shall be a member of the Board of Directors of the UCF Research Foundation. Following the reorganization of the CFO position into a Chief Financial Officer and a Chief Operating Officer, the bylaws of all direct support organizations will be updated to reflect that the Chief Operating Officer will be a member of the Board of Directors.

Misty Shepherd is the Interim Vice President for Administration Affairs for the University of Central Florida. In her role as Interim Vice President for Administration Affairs, she oversees Facilities and Safety, University Police, Human Resources, Business Services, Parking and Transportation Services, and several Direct Service Organizations. She has Bachelor of Science in Accounting from Florida State University and has been a licensed CPA since 2002. Misty has over 20 years' experience that spans both public and private sectors and began her career at UCF in 2008.

Florida Statute 1004.28(3) requires that the university board of trustees approve all board appointments to direct support organizations.

**Issues to be Considered:**

N/A

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approve the appointment of Misty Shepherd to serve on the corporation's Board of Directors.

**Authority for Board of Trustees Action:**

Fl. Statute 1004.28(3)

Third Amended and Restated Bylaws of the University of Central Florida Research Foundation

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

N/A

**Facilitators/Presenters:**

N/A

ITEM: NG-11

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title: UCF Foundation Bylaws Amendments**

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**Background:**

The Governance Committee of the UCF Foundation Board is delegated the responsibility by the board to annually review its bylaws and propose any amendments to the full board of directors. The last amended bylaws were approved by the UCF Foundation Board at the annual meeting on June 8, 2018 and the UCF Board of Trustees on July 19, 2018, respectively.

Since that time, there have been several staff transitions at the university and Foundation. Additionally, changes to the governance structure of the UCF Athletics Board has also affected one ex officio voting position on the Foundation Board. Finally, community-based ex officio affiliate roles have shifted in relation to the Foundation Board. More specifically, amendments include:

- Amending the composition of Ex Officio Directors (Section 3.4) to allow the Chair of the Board of Trustees to appoint a Trustee designee (if desired), to hold the Ex Officio voting seat.
- Removing the President of the UCF Athletics Association Board of Directors as an Ex Officio Director to be in alignment with the recent changes to the UCF Athletics Association Bylaws amendments (Section 3.4).
- Amending the Ex Officio Corporate Officers (Section 4.2) to reflect current staff structures of the UCF Foundation.
- Addition of clarifying language under Election (Section 5.1) to extend officer terms by one-year by a vote of the full board.
- Amending the operating budget approval process (Section 8.3) to permit the Executive Committee to approve the annual operating budget on behalf of the board if necessary.
- Removal of the Ex Officio Affiliate non-voting positions (Section 8.3).

The Governance Committee, in coordination with Foundation legal counsel and Foundation leadership have reviewed, discussed and approved the proposed amendments that were approved at the annual meeting of the UCF Foundation Board on June 7, 2019.

**Issues to be Considered:**

If the proposed amendments reflect the appropriate governance structure of the UCF Foundation.

**Alternatives to Decision:**

Decline the proposed amendments to the bylaws and/or offer alternative language to the proposed amendments.

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Consider the unanimous recommendation from the UCF Foundation Board to approve the proposed amendments to the UCF Foundation Bylaws.

**Authority for Board of Trustees Action:**

UCF Regulation 4.034, Direct Support Organizations

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Chair Yeargin has approved this agenda item.

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**Submitted by:**

Karen Monteleone, Board Liaison, Advancement | UCF Foundation

**Supporting Documentation:**

Attachment A: Proposed Amended UCF Foundation Bylaws (red-line)

**Facilitators/Presenters:**

Scott Cole, Vice President and General Counsel

# Attachment A

**BYLAWS**

**of the**

**UNIVERSITY OF CENTRAL FLORIDA**

**FOUNDATION, INCORPORATED**

AMENDMENTS APPROVED:

~~June 8, 2018~~ June 7, 2019



**BYLAWS OF THE  
UNIVERSITY OF CENTRAL FLORIDA FOUNDATION, INCORPORATED**

**ARTICLE 1. MISSION**

The Foundation encourages, stewards and celebrates charitable contributions from alumni and friends to support the University.

**ARTICLE 2. OFFICES**

The principal office of the Foundation will be located at 12424 Research Parkway, Orlando, Orange County, Florida.

**ARTICLE 3. COMPOSITION OF THE BOARD**

**3.1 Members.** The Board is composed of Elected Directors, Ex Officio Directors, and Emeritus Directors. There will be no more than thirty-eight Elected Directors.

**3.2 Duties.** The duties of the Board are as follows:

- A. To discharge all the duties imposed upon it by the Articles of Incorporation and the Bylaws.
- B. To meet upon the call of the Chair, the CEO or by one-fourth of the Directors entitled to vote, in writing, with due written notice of the time, place and subject matter given to each Director and consistent with the requirements set forth in these Bylaws.
- C. Upon the recommendation of the Finance Committee, select a bank or banks or other depositories for the deposit of the funds and securities of the Foundation, and to cause the Foundation to conduct its financial affairs in conformity with the policies and procedures adopted by the Board.
- D. Upon the recommendation of the Audit Committee, to cause an audit of books and records of this Foundation to be made at least once each year together with a management letter, including the response from management, conducted by a firm of independent certified public accountants selected by the Audit Committee, whose engagement letter will provide that it render an opinion on financial statements in accordance with generally accepted accounting principles and to have the results of the audit reported to the Board.
- E. To acquire and maintain a broad awareness and knowledge of the University including its programs, strengths, needs, resources, and mission.
- F. To participate in Foundation meetings and serve on at least one Committee or University affiliated group as approved by the Chair, and provide experience and special expertise as time and abilities permit.
- G. To provide advice and counsel to the University President and the CEO as requested on matters involving the University family and the community.

H. To support the philanthropic aims of the Foundation with a minimum annual gift in an amount set by the Board. The annual gift should only mark the beginning of the Board members' support, and they are encouraged, as appropriate, to support other funds supplemental to the University, to make leadership gifts to special projects, and to make provisions for planned giving and support the University through their foundations and corporations.

I. To serve as an effective University ambassador in the community.

**3.3 Selection of Elected Directors.** The Governance Committee will review candidates for Elected Directors and each candidate will be subject to confirmation by the CEO and University President prior to standing for election. The Board will elect the Directors. The Elected Directors will be subject to Board of Trustees review and approval. All Elected Directors will be voting members of the Board.

**3.4 Ex Officio Directors.** Ex Officio Directors are voting members of the Board and will be as follows: Chair of the Board of Trustees (or designee), University President, and Chair of the UCF Alumni Board of Directors, ~~and President of the UCF Athletics Association Board of Directors.~~

**3.5 Emeritus Director.** Any Elected Director who has served two full terms may be nominated and appointed as an Emeritus Director following a six month period beginning at the conclusion of the second term. The Governance Committee will nominate Elected Directors who have served the University with distinguished service. The Board will serve as the final body to approve the nomination(s). Emeritus Directors will be non-voting.

### **3.6 Terms of Office.**

A. Elected Directors. Each Elected Director will serve a term of four years (or until the end of the respective term of his or her predecessor if elected to succeed a person who has not completed a four-year term). Terms commence on July 1 of the next fiscal year and end June 30 at the end of four years. Three years of a term will constitute a full term of service. No Elected Director is eligible to serve more than two consecutive terms unless the Director has been elected to serve as a Board Officer, in which case the term may be extended by the Board to accommodate the time required for fulfillment of the term of the office. An Elected Director who has served two terms consecutively may be re-elected to the Board after the expiration of one year following the end of his or her last term and will have the status of a newly Elected Director.

B. Emeritus Directors. The selection of an Emeritus Director is for life, unless he or she is removed for cause.

C. Ex Officio Director. An Ex Officio Director will serve so long as he or she holds the office or the position that resulted in such placement on the Board.

**3.7 Resignation.** A Director may resign at any time by submitting a written resignation to the Chair.

**3.8 Removal.** An Elected Director may be removed by a two-thirds vote of the Directors present and voting, whenever the interests of the Foundation would be best served. The University President may remove any Elected Director or Emeritus Director in his or her sole discretion.

#### ARTICLE 4. OFFICERS OF THE BOARD

**4.1 Board Officers.** The officers of the Board will be the Chair, Vice Chairs, Secretary and Treasurer. These Board Officers will be Elected Directors and members of the Board. No other Officers will be members of the Board.

**4.2 Ex Officio Corporate Officers.** Individuals holding the following positions at the Foundation will serve as Ex Officio Corporate Officers, but will not be members of the Board and will have no voting rights:

1. Vice President for Advancement (also known as the Chief Executive Officer or CEO)
2. Sr. AVP, **Advancement Strategy Administration** (also known as the Chief Operating Officer or COO)
3. Sr. AVP, Development (also known as the Chief Development Officer or CDO)
- ~~4. Sr. AVP Alumni Engagement and Annual Giving (also known as the Chief Alumni Officer or CAO)~~
- ~~5.4.~~ Associate Vice President of Finance (also known as the Chief Financial Officer or CFO)
- ~~6.5.~~ Director for Foundation Board Relations and Development (also known as the Assistant Secretary)

**4.3 Additional Ex Officio Officer.** The University President may appoint any members of the administration, faculty or student body of the University for any term(s) designated by the President, but any such appointee will not be a member of the Board.

#### ARTICLE 5. ELECTION OF AND POWERS AND DUTIES OF OFFICERS

**5.1 Election.** At the annual meeting of the fiscal year, the Board will vote on a slate of Board Officers submitted by the Governance Committee. The Board Officers will serve two-year terms each commencing on July 1 of the next fiscal year and ending June 30 at the end of two years. **Should the need arise, an optional one-year extension may be approved by a vote of the full board.** If a vacancy occurs in an office, the Governance Committee will propose a replacement, which will be confirmed by the Executive Committee.

**5.2 Chair.** The Chair will preside over all meetings and prepare the agenda for all meetings of the Board, as well as have primary responsibility for the relationship with the CEO.

**5.3 Vice Chairs.** The Vice Chairs will do and perform duties as may be assigned to him or her by the Chair, the Board, or these Bylaws. A Vice Chair will have full authority to act for the Chair in his or her absence or incapacity. If more than one is available, the one with the longest continuous service on the Board will act.

**5.4 Secretary.** The Secretary of the Board is responsible for the minutes of the Board and Executive Committee meetings. The Chair of each Committee is responsible for the minutes of

each of their respective committee meetings. The duties of the Secretary will be as follows:

- A. To keep accurate minutes of the proceedings of the annual meeting of the Foundation and all meetings of the Board of Directors and preserve these records as a permanent record.
- B. To keep on record a copy of the Articles of Incorporation and Bylaws of the Foundation and all amendments thereto.
- C. To address the requests for any seal of the Foundation for official documents, records and papers as may be requested. A seal is not required.
- D. To keep an accurate list of all members of this Foundation Board of Directors.

**5.5 Treasurer.** The Treasurer will supervise the fiscal affairs of the Foundation and serve as Chair of the Finance Committee. The duties of the Treasurer will be as follows:

- A. To assure that adequate provision is made for the care and custody of all the assets of this Foundation with guidance from the CFO.
- B. To assure that adequate provision is made to keep in force a blanket surety bond to assure that each Officer and employee who is authorized to collect, hold, or disburse funds of the Foundation will faithfully discharge their duties, the adequacy of which will be determined by the Executive Committee.
- C. To present a written report of the financial activities of his or her office at the next annual meeting following his or her appointment to office.

**5.6 Chief Executive Officer.** The CEO, CDO or designee will attend all meetings of the Board and present a written report of the activities of his or her office at each meeting, including the next annual meeting following his or her appointment to office.

**5.7 Chief Development Officer.** The CDO will perform the duties of the CEO during the absence or incapacity of the CEO.

**5.8 ~~Chief Operating Officer~~AVP, Advancement Strategy.** The ~~AVPCOO~~ will manage the day to day business activities of the Foundation and attend all Board and Committee meetings.

~~**5.9 Chief Alumni Officer.** The CAO will manage the day to day activities of the Office of Alumni Engagement and Annual Giving, attend all UCF Alumni Board meetings, and provide a written report of the activities of his or her office at each meeting.~~

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**5.105.9 \_\_\_\_\_ Chief Financial Officer.** The CFO will manage the day to day financial activities of the Foundation.

**5.115.10 \_\_\_\_\_ Assistant Secretary.** The Director of Foundation Board Relations and Development will assist in the documentation and safekeeping of the minutes of the Board and each Committee

meeting.

**5.125.11 Resignation.** Any Officer may resign at any time by submitting a written resignation to the Chair and CEO. If the Chair is resigning, he or she will submit his or her resignation to the CEO and University President. If the CEO is resigning, he or she will submit his or her resignation to the Chair and University President.

**5.135.12 Removal.** Any Board Officer may be removed by a two-thirds vote of the Elected Directors present and voting when in the Board's judgment the interests of the Foundation would be best served. The University President may remove any Officer in his or her sole discretion.

## **ARTICLE 6. COMMITTEES OF THE BOARD**

**6.1 Standing Committees.** Standing Committees will be permanent. The Chair will appoint the Chair and the members of each committee except for those committees whose Chair is specifically appointed in the bylaws.

- A. With the exception of the Executive Committee, individuals who are not Elected or Ex Officio Directors but have expertise in given areas may serve as advisors and vote on committees of the Board, with the approval of the Chair and in consultation with the relevant committee Chair. Advisors to Committees may vote on the committee's recommendations to the Executive Committee or Board.
- B. With the exception of the Executive committee, Emeritus Directors may be appointed to committees. Appointed Emeritus Directors may vote on committee recommendations to the Executive Committee or Board. The Chair may remove any committee member at his or her discretion, except for Ex-Officio positions.
- C. The majority of the members of any committee must always be Elected Directors.
- D. Standing Committees will be governed by a charter that is approved by the Board. The Board must approve any revocations or amendments to the charter(s).

The Standing Committees are designated as follows:

### **A. Executive Committee**

- 1. The Executive Committee consists of the following: the Chair, Vice Chairs, Secretary, Treasurer, immediate past Chair, University President, Chair of the Board of Trustees, Chair of the UCF Alumni Board of Directors, Chair of all other committees described in these Bylaws.
- 2. The Chair, or in his or her absence the Vice Chair(s), will preside at meetings of the Executive Committee.
- 3. The Executive Committee is authorized and empowered to act for, in the name of and on behalf of the Board at all times when the Board is not meeting. No action of any standing committee will be binding upon the Foundation unless such action is approved by the Executive Committee.
- 4. The Executive Committee will meet at the call of the Chair.

**B. Finance Committee**

1. The Finance Committee consists of not fewer than five appointed Elected Directors, in addition to the Treasurer of the UCF Alumni Board of Directors and University Vice President of Finance and Administration, both of whom will serve as an ex officio voting member.
2. The Chair of the Finance Committee will be the Treasurer.
3. The Finance Committee will establish and be responsible for the fiscal policy of the Foundation, including budgets and fees. The Finance Committee will recommend the budget for the next fiscal year to the Board at its annual meeting held prior to the end of the current fiscal year.

**C. Governance Committee**

1. The Governance Committee consists of not fewer than five appointed Elected Directors and will include the immediate past Chair, Chair, Vice Chair(s) and a minimum of one appointed Elected Director.
2. The CEO will also participate as an Ex Officio Corporate Officer of the Governance Committee.
3. The immediate past Board Chair will serve as the Chair of the Governance Committee. If the past Chair is unable to serve, the current Board Chair will appoint the Chair of the Committee.
4. The Governance Committee is charged with the responsibility of annually receiving and placing in nomination the names of individuals to be considered for membership to the Board, preparing a slate of Board Officers every two years, or upon the resignation of a Board Officer and succession planning. The committee is also charged with annually reviewing the Foundation's bylaws, memberships, committee assignments, and leading a board self-assessment process. The Governance Committee is also responsible for receiving disclosures of proposed transactions with Directors, including potential excess benefit transactions, and reviewing such transactions.

**A. Audit Committee**

1. The Audit Committee will consist of a minimum of not fewer than three appointed Elected Directors.
2. The Audit Committee is charged with hiring the auditors and reviewing the results of the audit. The committee evaluates other accounting related policies and controls.

**B. Investment Committee**

1. The Investment Committee will consist of not fewer than five appointed Elected Directors.
2. The Investment Committee will advise the Board in regard to the general

investment policy and investment management of the Foundation.

**C. Real Estate Committee**

1. The Real Estate Committee will consist of not fewer than five appointed Elected Directors.
2. The Real Estate Committee advises the Board and the University of Central Florida Real Estate Foundation, LLC and Knight's Crossing Student Housing, LLC in regard to real estate policies, procedures, potential transactions and other real estate issues affecting the Foundation.

**D. Information Technology (IT) Committee**

1. The IT Committee will consist of not fewer than three appointed Elected Directors.
2. The IT Committee will assist the Board in fulfilling its planning, operational and oversight responsibilities.

**6.2 Other Committees.** The Board Chair will have the authority to establish an unlimited number of Other Committees or task forces to accomplish any objectives affecting various interests and the welfare of the Foundation and the University as he or she deems necessary or desirable. Other Committees will be governed by a charter approved by the applicable Other Committees.

**ARTICLE 7. MEETINGS AND QUORUM**

**7.1 Calling Meetings.** At least two meetings of the Board and each Standing Committee will be held during each fiscal year. The respective Chair will select the meeting date, time and location.

**7.2 Special Meetings.** Special meetings of the Board and each Standing or Other Committee may be called by the Chair, CEO, two-thirds of the members entitled to vote, or the University President.

**7.3 Quorum and Voting.** A majority the members entitled to vote will constitute a quorum at any duly noticed meeting. An affirmative vote of a majority of members present is required for approval of any action items.

**7.4 Presiding Officer.** The Chair, or in his or her absence, one of the Vice Chairs, will preside at meetings of the Board and Executive Committee. If the absence of all of the above, the CEO may appoint a Director to preside.

**7.5 Minutes.** Minutes of the Board meeting or any Committee meeting will be taken and maintained in accordance with the Foundation policy.

**7.6 Action without a Meeting; In Person or Telephone Meetings.** The members of the

Board or a Committee may participate in, and be included in the quorum of, a meeting in person or by telephone, video or any other means that allow members and all others in attendance at the meeting to hear and speak to one another contemporaneously.

**7.7 Voice Vote.** Any official action must be approved by a voice vote. Proxies or written votes are not permitted.

**7.8 Roll Call.** At the beginning of any meeting, the Secretary or a designee will determine the presence or absence of a quorum. The roll will thereafter only be called upon the request of the Chair or any Director, and after each roll call, the presence or absence of a quorum will be announced.

**7.9 Notice.** Notice of each meeting will be sent to the Board or any Committee by the Secretary or a designee not fewer than seven calendar days preceding the meeting. Notice may be waived by all the voting members of the Board or Committee. Notice requirements are deemed waived if not raised, in writing, to the Secretary prior to the conclusion of the meeting. This Section 7.9 does not dispense with any public notice required by law and governs to the maximum extent permitted by law.

**7.10 Public Notice.** Public notice of any meeting of the Board or any Committee will be made as required by Florida law. Opportunity for public comment may be permitted.

**7.11 Public Comment.** To the extent required by law or permitted by the Chair, individuals who desire to appear before the Board or any Committee regarding an item being considered must submit their requests in writing to the address or email address noted in the posted notice for the meeting, specifying the agenda item about which they wish to speak. Public comment will be limited to three minutes per person.

## **ARTICLE 8. RELATIONSHIP WITH THE UNIVERSITY**

**8.1 General.** The Foundation operates as a Direct Support Organization for the University as defined by Florida Statute and the State University System of Florida. The Foundation adheres to and will follow the policies and procedures for direct support organizations established by the State University System of Florida and the Board of Trustees.

**8.2 University Resources and Name.** The University President has the authority to monitor and control the use of the University's resources and the University's name.

**8.3 Operating Budgets.** Operating budgets of the Foundation will be prepared annually, approved by the Board or Executive Committee and the University President, and then submitted to the Board of Trustees. Expenditure plans will be reviewed and approved quarterly by the Finance Committee and by the University President or designee. The designee must be a University Vice President or senior officer of the University who reports directly to the University President.



## **ARTICLE 9. EXECUTION OF INSTRUMENTS**

Contracts and other instruments to be executed by the Foundation will be signed, unless otherwise required by law, by the Chair, the CEO or a Vice Chair in conjunction with the Secretary. The Chair or the CEO, signing alone, is authorized and empowered to execute in the name of this Foundation instruments not requiring attestation arising in the day-to-day operations of the business of the Foundation, including, but not limited to, certificates representing stocks, bonds or other securities. The Board may authorize any other person or persons, whether or not an Officer of the Foundation, to sign any contract or other instrument.

## **ARTICLE 10. MISCELLANEOUS**

### **10.1 Indemnification.**

- A. Every Director, Officer and employee of the Foundation, as well as special appointees, will be indemnified by the Foundation against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed on the Director or Officer in connection with any proceeding, including any appeal, or any settlement of any proceeding to which the individual may be a party or in which he or she becomes involved as a result of serving as a Director, Officer, or special appointee. The indemnified party does not have to be a Director, Officer, or special appointee at the time the expenses or liabilities are incurred or imposed. In the event, however, of a settlement before entry of judgment, the indemnification will apply only upon approval by the Board as being in the best interests of the Foundation. This indemnification is in addition to and not exclusive of all other rights to which the person may be entitled. The Foundation has the authority and may elect to purchase insurance for this purpose.
- B. The above indemnification does not apply in the case of an action by, or in the right of, the Foundation. A Director, Officer, or special appointee is entitled to indemnification only if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Foundation and (where applicable) had no reasonable cause to believe his or her conduct was unlawful. This indemnification will be made in accordance with Section 607.0850, Florida Statutes, as amended from time to time.

**10.2 Bonding.** The Foundation will keep in force a blanket surety bond or employee dishonesty insurance, the adequacy of which will be determined by the Board, or a Committee designated by the Board, to assure that each Officer and employee who is authorized to collect, hold, or disburse funds of the Foundation will faithfully discharge his or her duties.

**10.3 Seal.** The seal of the Foundation will be inscribed with the words, “University of Central Florida Foundation, Inc.,” the year “1968”, and the words, “Foundation Not-for-Profit.”

**10.4 No Compensation.** The Directors and Board Officers of this Foundation will not receive any compensation from this Foundation for their services as Director or Officer; provided, however, that they may be reimbursed from funds of the Foundation for any travel expenses or other expenditures incurred by them in the proper performance of their duties.

**10.5 Rules.** These Bylaws govern the transaction of business for this Foundation. To the extent that the Bylaws do not cover specific procedures, the most recent version of *Robert’s Rules of Order* will be applied.

**10.6 Amendments and Board of Trustees Approval.** These Bylaws may be altered, amended, or rescinded only by an affirmative vote of the majority of all of the voting members of the Board. In case it becomes necessary to call a special meeting for this purpose, written notice will be given to each voting member of the Foundation at least five calendar days before the date set for the meeting, and such notice will indicate the provision sought to be amended and the nature of the amendment proposed to be adopted. All proposed amendments are subject to Board of Trustees review and approval. All Elected Directors and those appointed other than under Florida Statutes 1004.28 are subject to Board of Trustees review and approval.

**10.7 Fiscal Year.** The fiscal year of the Foundation will begin on July 1 and end on June 30 of the following year.

**10.8 Non-discrimination.** The Foundation is committed to non-discrimination with respect to race, creed, color, religion, age, disability, gender, marital status, sexual orientation, national origin, or veteran status.

~~**Ex Officio Affiliates.** The Foundation is committed to engaging community leaders to fulfill the mission. The following individuals will be designated as Ex Officio Affiliates of the Board, all of which will be a non-voting and non-member designation:~~

- ~~0. Mayor of Orange County~~
- ~~0. Mayor of the City of Orlando~~
- ~~0. President of the Florida High Tech Corridor Council, Inc.~~
- ~~0. Chairperson of the Seminole County Board of County Commissioners~~
- ~~0. Mayor of the City of Oviedo~~

~~**10.10.9 Conflict of Interest.** All actual or potential conflicts of interest involving Directors of the Foundation will be disclosed and addressed in accordance with the Foundation’s Conflict of Interest Policy.~~

~~10.11~~**10.10 Confidential and Exempt Public Records.** As stated and limited in Florida Statutes Section 1004.28, Foundation records are confidential and exempt from Florida public records laws, unless otherwise designated. Upon receipt of a reasonable and specific request in writing, the Foundation will provide financial information such as expenditures from Foundation funds, documentation regarding completed business transactions, and information about the management of Foundation assets. The Foundation will furnish this information in a format reasonably responsive to the request, at a reasonable cost to the requesting party. To the extent permitted by law, the Foundation will not, however, release any record or information that includes personal or financial information about a donor, prospective donor, alumnus, volunteer, or employee, without the individual's express written consent. All fundraising activities undertaken by University employees or students, or by volunteers, are undertaken on behalf of the Foundation. All documents associated with such activities or with advising or serving the Foundation, whether or not in possession of any University employee or student, or any volunteer, are records of the Foundation and are confidential.

#### **ARTICLE 11. DEFINITIONS**

"Advancement" means the University of Central Florida Foundation, Inc.

"Assistant Secretary" means the Director for Foundation Board Relations and Development.

"Board Officers" means those individuals who are elected Directors and hold an office of the Board of Directors, which includes the Chair, Vice Chair(s), Secretary and Treasurer.

"Board of Directors" means the University of Central Florida Foundation Board of Directors.

"Board of Trustees" means the University of Central Florida Board of Trustees.

~~"CAO" means the University of Central Florida Foundation Chief Alumni Officer.~~

"CDO" means the University of Central Florida Chief Development Officer.

"CEO" means the University of Central Florida Foundation Chief Executive Officer.

"CFO" means the University of Central Florida Foundation Chief Financial Officer.

~~"COO" means the University of Central Florida Foundation Chief Operating Officer.~~

"Committee" means either or collectively a Standing Committee and Other Committee.

"Directors" means Elected Directors and Ex-Officio Directors of the Board of Directors.

"Emeritus Director" means any Elected Director who has served two full terms may be nominated and appointed as an Emeritus Director following a six month period beginning at the conclusion of the second term. The Governance Committee will nominate Elected Directors who

have served UCF and the Foundation with distinguished service. The Board will serve as the final body to approve the nomination(s).

"Ex Officio Affiliates" means those individuals who hold community leadership positions, as may be designated by the Board of Directors, from time to time.

"Ex Officio Corporate Officers" mean those individuals who hold the designation of CEO, CDO, ~~COO, CAO~~, CFO and Assistant Secretary.

"Ex Officio Directors" mean those individuals who hold the designation of Chair of the Board of Trustees, University President, Chair of the UCF Alumni Board of Directors and President of the UCF Athletics Association Board of Directors.

"For cause" means actions or omissions that may adversely reflect on the interests or reputation of the Foundation or the University, as determined by the University President after consulting with the Executive committee or any senior executive of the Foundation. Any such determination may be made by the University President and does not need to depend on the conclusion of any external determination or process.

"Foundation" means the University of Central Florida Foundation, Incorporated.

"Senior AVP for Development" means the University of Central Florida Foundation, Inc. Senior Associate Vice President for Development.

"~~Senior~~ AVP for Advancement Strategy Administration" means the University of Central Florida Foundation, Inc. ~~Senior~~ Associate Vice President for Advancement Strategy Administration.

~~"Senior AVP of Alumni Engagement and Annual Giving" means the University of Central Florida Foundation, Inc. Senior Associate Vice President for Alumni Engagement and Annual Giving.~~

"UCF" means the University of Central Florida.

"UCF Alumni Board of Directors" means the University of Central Florida Alumni Board of Directors which is a separate advisory board to the Office of UCF Alumni Engagement and Annual Giving.

"UCF Athletics Association Board of Directors" means the University of Central Florida Athletics Association Board of Directors, which governs a separate direct support organization, the UCF Athletics Association.

"University" means the University of Central Florida.

"University President" means the President of the University of Central Florida.

"Vacancy" means and will be deemed to occur upon the incapacity, death, resignation or removal of the incumbent of the Board or an Officer position. Incapacity, which includes abandonment, will be deemed to occur when, for any reason and regardless of intent, the incumbent does not or cannot fulfill the material duties of the position for thirty consecutive days or forty-five days total in any six month period, unless the Executive Committee resolves not to treat such circumstances as a vacancy. Incapacity will also occur upon the incumbent's acknowledgement in writing that he or she intends not to perform, or is or will be unable to perform, the materials duties of the position for at least either of such period of days, unless the Executive Committee resolves to not treat such circumstances as a vacancy.

The CEO will notify all Executive Committee members upon the occurrence of a vacancy and will specify the cause. Approval of the vacancy by the Executive Committee will be considered binding.

**APPROVED BY BOARD ACTION ON: June 8, 2018**

**By:**

**{SEAL NOT REQUIRED}**

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*Ron Thow '93*  
*Secretary*  
*University of Central Florida Foundation,*  
*Incorporated Board of Directors*

ITEM: NG-12

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title: UCF Foundation Board First Term Nominations**

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**Background:**

Each year, the Governance Committee of the UCF Foundation Board is charged with the responsibility of annually receiving and placing in nomination the names of individuals to be considered for membership on the board.

At its May 15, 2019 meeting, the UCF Foundation Board Governance Committee discussed the recommendations from the Board Composition Subcommittee for first-term board member nominations. Foundation Board members serve four-year terms.

The following candidates have received and accepted the terms of Foundation Board service.

- Jessica Blume '80 (Accepted)
- Roslyn Burttram (Accepted)
- Dana Patton '93 (Accepted)
- Mark Plaumann '74 '79MBA (Accepted)
- Kevin Wydra '92 (Accepted)

**Issues to be Considered:**

If the individuals who are being nominated for membership on the UCF Foundation Board meet the needs of the current board composition and have agreed to board terms of service.

**Alternatives to Decision:**

Decline any of the proposed nominations.

**Fiscal Impact and Source of Funding:**

*N/A*

**Recommended Action:**

Consider the unanimous recommendation from the UCF Foundation Board to approve candidates for a first term.

**Authority for Board of Trustees Action:**

Florida Statute 1004.28(3)

Board of Governors Regulation 9.011

**Contract Reviewed/Approved by General Counsel:**

*N/A*

**Committee Chair or Chairman of the Board approval:**

Chair Yeargin has approved this agenda item.

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**Submitted by:**

Karen Monteleone, Board Liaison, Advancement | UCF Foundation

**Supporting Documentation:**

Attachment A: UCF Foundation Board Candidate Bios

**Facilitators/Presenters:**

Scott Cole, Vice President and General Counsel

Attachment A

# Advancement | UCF Foundation, Inc.

## **Jessica Blume '80** **UCF Foundation Board Candidate**



**Jessica Blume** is a senior executive with 25+ years of experience in professional services, serving the majority of her professional career with Deloitte. Jessica's career path demonstrated increasing leadership roles and responsibilities within the Deloitte firm. As a Deloitte board member and senior executive level partner, she was at the table for the major challenges and advancement in Deloitte over the last 10 years – a period when Deloitte evolved into the world's largest professional services organization. Her strengths include strategic thinking, operations, execution, implementation of large change, communications, working with Fortune Global 500 companies and State/Federal clients. She is passionate about helping develop people into extraordinary leaders.

In 2016, Jessica was elected to the Board of Directors for Publix Super Markets, Inc., commonly known as Publix and based in Lakeland, Florida. In 2018, Jessica joined the board of Centene, a leading multi-line healthcare enterprise that serves as a major intermediary for both government-sponsored and privately insured health care programs, headquarter in St. Louis, Missouri. She is a member of the Audit and Technology committees.

Jessica graduated from the University of Central Florida with a degree in accounting and is a licensed Florida CPA. She is currently engaged with the College of Business as an advisory member for the formation and launch of their new Integrated Business Degree. Jessica was inducted into the College of Business Hall of Fame in February 2019.



# Advancement | UCF Foundation, Inc.

**Roslyn Burttram**  
**UCF Foundation Board Candidate**



**Roslyn Burttram** is a healthcare consultant and community volunteer. She has extensive experience in the biopharmaceutical industry, having spent 30 enjoyable years with both large and small biotech firms as a senior medical liaison whereby she communicated scientific information to healthcare professionals. Prior to that she was a critical care nurse. She now enjoys mentoring others to find their best career fit through volunteering with Jobs Partnership of Florida. She is also the current Chair for UCF's Parent and Family Philanthropy Council. Roslyn holds a BS in Nursing from The Medical College of Georgia and a MS in Pharmacy, Applied Pharmacoeconomics from The University of Florida.

## Advancement | UCF Foundation, Inc.

**Dana M. Patton '93**  
**UCF Foundation Board Candidate**



**Dana M. Patton** is a former executive recruiter for the healthcare industry, now philanthropist, who served on, and in many cases chaired, the boards of various charitable and service organizations, including Children's Healthcare of Atlanta Friends, Ribbons of Hope, Holy Innocents' Episcopal School and others. She and her husband, R. David Patton, '93, established an endowed scholarship at UCF, The President's Leadership Endowment. Dana is also an avid tennis player and coaches tennis at Holy Innocents' Episcopal School.

## Advancement | UCF Foundation, Inc.

### **Mark Plaumann '74 '79MBA UCF Foundation Board Candidate**



**Mark Plaumann** is currently a Managing Member of Greyhawke Capital Advisors LLC, or Greyhawke, which he co-founded in 1998. Prior to founding Greyhawke, Mark was a Senior Vice President of Wexford Capital. Mr. Plaumann was formerly a Managing Director of Alvarez & Marsal, Inc. and the President of American Healthcare Management, Inc. He also was Senior Manager at Ernst & Young LLP. Mark served as a director and audit committee chairman for ICx Technologies, Inc. from 2006 until October 2010, served as a director and a member of the audit and compensation committees of Republic Airways Holdings, Inc. from 2002 until April 2017 and currently serves as a director of a private company.

Mark served as a director, an audit committee chairman and a member of the conflicts committee of the general partner of Rhino Resource Partners LP, a coal operating company, from September 2010 until March 2016.

Mark holds an M.B.A. and a B.A. in Business from the University of Central Florida, where he currently serves on the Dean's Advisory Board for the College of Business. Mark was inducted into the UCF College of Business Hall of Fame in 2008. His strengths include Corporate Governance; Finance/Capital Markets; Financial Reporting/Accounting Experience; Executive Experience; Executive Compensation; and Risk Management.

# Advancement | UCF Foundation, Inc.

## **Kevin Wydra '92** **UCF Foundation Board Candidate**



**Kevin Wydra** is Chief Technology Officer for RepScrubs, a company providing a disposable scrubs and badging solution that helps hospitals reduce the risk of healthcare-acquired infections in operating rooms and improve facility-wide security.

Prior to RepScrubs, Kevin was Founder and CTO of Client Profiles, a software technology leader in the legal case management field. He led the research and development arm of the company for 18 years, including software architecture, design, development and testing of the applications. He also managed development teams in the United States, India and Russia, as well as the technical relationship with Microsoft as a Microsoft Gold Certified Partner. Client Profiles grew to more than 80 employees and was ultimately purchased by a venture capital group focused on consolidating the software development companies in the legal technology space.

Kevin graduated from the University of Central Florida with a bachelor's degree in Computer Science. He continues to actively serve his alma mater as the Treasurer of the Alumni Board, Chair of the Alumni Philanthropy Committee, member of the UCF Foundation

Technology Committee, and a football and basketball season ticket holder.

Kevin lives in Oviedo, Florida with his wife and two children.

ITEM: NG-13

**UCF BOARD OF TRUSTEES**  
**July 18, 2019**

**Title:** Leadership Statement revision

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**Background:**

At the June 24, 2019, Nominating and Governance Committee meeting, the committee reviewed and approved updates to the Presidential Selection: Process Guide for the University of Central Florida. It was suggested that additional changes be made to the Leadership Statement.

**Issues to be Considered:**

Revise the Leadership Statement to incorporate characteristics suggested by the AGB Comprehensive Guide to Presidential Searches for Universities and Colleges. These additions are:

- Anticipatory thinker
- Tolerant of risk and encourages creativity and innovation
- Effective facilitator in cultures where governance is shared and buy-in is critical
- Courageous decision maker, who embraces the responsibility to make tough calls
- Resilient, able to learn from failures and move constantly forward

**Alternatives to Decision:**

Reject the revisions or propose alternative provisions to the Leadership Statement.

**Fiscal Impact and Source of Funding:**

None

**Recommended Action:**

Approve revisions to the Leadership Statement.

**Authority for Board of Trustees Action:**

Nominating and Governance Committee charter

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Leadership Statement (redline)

**Facilitators/Presenters:**

N/A

Attachment A

Leadership Statement

University Of Central Florida

Board of Trustees' Nominating Committee

January 13, 2017

The successful candidate will demonstrate the following characteristics:

- A high level of integrity
- Anticipatory thinker
- A strong personal and professional academic background
- A sense of commitment to undergraduate education, as well as a dedication to and understanding of graduate and professional education and research
- A respect and concern for students
- Commitment to inclusion and diversity
- A commitment to student success in all areas of the collegiate experience
- An understanding and respect for the roles and responsibilities of the faculty
- A demonstrated record of building, nurturing, and working with a high caliber leadership team
- A demonstrated record of partnership and spirit of entrepreneurship
- Tolerant of risk and encourages creativity and innovation
- A willingness to make strategic choices, timely decisions, and responsive actions
- Courageous decision maker, who embraces the responsibility to make tough calls
- The ability to acquire resources from a variety of sources, including fundraising
- The ability to work with a variety of governmental agencies
- A keen understanding of the unique mission and the ability to lead a multisite metropolitan research university
- Desire and ability to include access and inclusion
- Appreciation for the significant role of intercollegiate athletics in the life of the university
- Effective facilitator in cultures where governance is shared and buy-in is critical
- Resilient, able to learn from failures and move constantly forward

ITEM: NG-14

**UCF BOARD OF TRUSTEES**

**July 18, 2019**

**Title:** Board Operating Procedure: Staffing; Meetings; Agendas

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**Background:**

Board Operating Procedures are being developed to formalize processes as they relate to the operations of the Board. This Board Operating Procedure serves to articulate Board expectations for Board members and staff with regard to creation and presentation of agendas, meeting materials, minutes and an events calendar.

**Issues to be Considered:**

Whether this Board Operating Procedure meets the expectations of the Board for presentation of information to the Board.

**Alternatives to Decision:**

N/A

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approve the Board Operating Procedure – Staffing; Meetings; Agendas.

**Authority for Board of Trustees Action:**

Section 2.3, UCF Board of Trustees Seventh Amended and Restated Bylaws

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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**Submitted by:**

Scott Cole, Vice President and General Counsel

**Supporting Documentation:**

Attachment A: Board Operating Procedure – Staffing; Meetings; Agendas

**Facilitators/Presenters:**

N/A

Attachment A



**University of Central Florida Board of Trustees**

**Board Operating Procedure**

Title: Board Operating Procedure – Staffing; Meetings; Agendas

BOP No. 2019-1

Date of Adoption \_\_\_\_\_, 2019

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Statement of purpose

This Board Operating Procedure serves to articulate Board expectations for Board members and staff with regard to Board operations, including meetings. In the event of a conflict between any Board Operating Procedure and the bylaws, the terms of the bylaws shall take precedence.

Staff Responsibilities

Staff of the University will provide all materials and information necessary for the Board to make informed decisions and fulfill its fiduciary responsibilities.

Committee liaisons

The Board chair and president shall identify a senior leader for each Board committee to facilitate committee meetings, assist in agenda development, prepare meeting and agenda item materials, coordinate presentations, and fulfill other duties. Assignments to standing Board committees are typically as follows:

- Advancement – Chief of Staff and Vice President for Communications and Marketing; Vice President for Advancement; and Vice President for Government Relations
- Audit and Compliance – Chief Audit Officer; and Chief Compliance, Ethics, and Risk Officer
- Compensation and Labor – Associate Vice President and Chief Human Resources Officer; and Vice President and General Counsel
- Educational Programs – Provost and Vice President for Academic Affairs
- Finance and Facilities – Chief Financial Officer; and Chief Operations Officer
- Nominating and Governance – Vice President and General Counsel



- Strategic Planning – Provost; and Associate Provost for Strategy
- Executive – Chief of Staff and Vice President for Communications and Marketing

#### Committee coordinators

In addition, each committee will have an assigned committee coordinator, generally a staff member in the office of a Committee Liaison to the Board standing committee. It will be the role of the committee coordinator to:

- advise and support committee leadership and members of the committee to ensure successful committee operations;
- serve as a liaison between committee leadership and the senior leader committee liaison(s);
- facilitate annual work planning, agenda planning, and meeting material previews;
- review meeting materials, including agenda items, supporting documentation, and documents of committee action; and
- support the committee leadership and committee members in gathering information for committee business.
- Prepare minutes

#### Board Operations – Meetings

In addition to providing all materials and information necessary for the Board to make informed decisions and fulfill its fiduciary responsibilities, staff shall have primary responsibility for all logistical matters involved in scheduling meetings, in preparing Board meeting materials, in submitting agenda items, and in assuring that meetings are properly equipped and staffed to run efficiently and effectively.

#### Board Operations – Standard Format for Agenda Items

Agenda items shall be prepared for all Committee and Board meetings using a standardized format that provides the following information for each proposed action:

- background information on the proposed action;
- issues to be decided by the Committee or Board;
- reasonable alternatives available to the decision being recommended;
- financial cost of the decision to the University, the specific funding source amount and any restrictions on the proposed funding source;
- the staff's recommendation on the item, stated with specificity; authority for the Board's action;
- confirmation that any contracts were reviewed and approved by General Counsel.
- confirmation that the agenda item was approved by the Committee Chair or Board Chair prior to placement on the agenda.
- Additionally, each Board agenda item shall identify the senior officer sponsoring the action, provide any supporting documentation, and list facilitators/presenters for the agenda item.

A form for this purpose has been created and is available on the Board website under the Resources tab. [See <https://bot.ucf.edu/files/2019/02/Agenda-Memorandum.pdf>]

#### Board Operations – Development of Agendas

Committee liaisons must consult with their committee chair well in advance of finalizing agendas about the content and strategic issues to be included on each agenda.

Committee liaisons should arrange to discuss the agenda and materials in advance with the Committee Chairs to ensure the clarity and adequacy of the information provided.

The President, and Committee liaisons as appropriate, should arrange to discuss the agenda and materials in advance with the Board Chair to ensure the clarity and adequacy of the information provided.

Prior to distributing materials to the Board, the President, General Counsel, and the Chief of Staff, along with other committee liaisons as appropriate, will, to the best of their knowledge, confirm the completeness and accuracy of materials.

Each agenda item for which statutory authority supports the Board's or Committee's action shall be additionally verified by General Counsel.

#### Board Operations – Delivery of Meeting Materials

For regularly scheduled meetings of the Board, notice shall be provided and materials should be delivered to trustees at least two weeks in advance of a Board meeting to provide the trustees with the opportunity to study the materials and raise questions. Late additions are not permitted except in exceptional circumstances or to correct scrivener's errors.

For specially called meetings of the Board, notice shall be provided and materials should be delivered to trustees at least forty-eight (48) hours in advance of the meeting. Late additions are not permitted except in exceptional circumstances or to correct scrivener's errors.

For emergency meetings of the Board, notice shall be provided and materials should be delivered to trustees at least twenty-four (24) hours in advance of the meeting. Late additions are not permitted.

#### Board Operations – Minutes

It is the expectation of the Board that staff shall prepare minutes of each Board meeting and Board Committee meeting that present a full and accurate report on Board and Committee deliberations and actions. Minutes shall be prepared with the following guidelines in mind:

Minutes should identify meeting start time, the trustees in attendance and the trustees not in attendance; minutes should also note trustees who leave early or arrive late (or who are not present for a particular item taken up on the agenda).

Minutes should follow the order of the agenda of the meeting and should reflect each action taken, including all votes.

Minutes should provide enough information to show how trustees reached their decisions and what actions were taken, but minutes should not record discussions verbatim and should not resemble a transcript.

Motions should be recorded with precise wording; minutes should identify the Trustees who made and seconded the motion, and the result of the vote on the motion. If there is a conflict of interest on any particular action item, that should be noted in the minutes and proper paperwork (Form F8) should be submitted by the trustee later.

Minutes should conclude with the date and time of adjournment.

#### Board Operations – Current Calendar

The Board expects staff to prepare and maintain a current calendar of all relevant deadlines and meetings for the Board and each Board Committee. This calendar shall include Board and Committee meetings dates, deadlines for approval and submission of meeting items, and any relevant Board oversight deadlines. This calendar may also include other dates of interest to Trustees, such as dates for Board of Governors meetings, or any other item the Board identifies as appropriate for inclusion. This calendar shall be updated regularly and shall be available on the Board website.

**ITEM: BOT – 2**

**UCF BOARD OF TRUSTEES  
July 18, 2019**

**Title:** Chair and Vice Chair Elections, UCF Board of Trustees

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**Background:**

In keeping with its charter, the Nominating and Governance committee voted at its June 24, 2019, meeting to recommend that Beverly Seay be elected chair and Alex Martins be elected vice chair of the UCF Board of Trustees.

**Issues to be Considered:**

Whether the board concurs with the committee recommendations.

**Alternatives to Decision:**

Elect Trustees other than those recommended by the Nominating and Governance committee to the positions of Chair and Vice Chair.

**Fiscal Impact and Source of Funding:**

N/A

**Recommended Action:**

Approve the recommendations of the Nominating and Governance Committee to select Trustee Beverly Seay for a two-year term as chair of the UCF Board of Trustees and select Trustee Alex Martins for a two-year term as vice chair of the UCF Board of Trustees.

**Authority for Board of Trustees Action:**

University of Central Florida Board of Trustees Seventh Amended and Restated Bylaws, Section 4.2

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chairman of the Board approval:**

Committee Chair Bill Yeargin approved.

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

**Supporting Documentation:**

N/A

**Facilitators/Presenters:**

N/A