



Office of the President

REVISED II
University of Central Florida
Board of Trustees Meeting
March 16, 2017
FAIRWINDS Alumni Center
Agenda
9:30 a.m. – 4:00 p.m.
Lunch 12:00 p.m.
800-442-5794, passcode, 463796

COMMITTEE MEETINGS

9:30 – 9:45 a.m.	Finance and Facilities, Alex Martins, Chair
9:45 – 10:00 a.m.	Nominating and Governance, Bill Yeargin, Chair
10:00 – 11:15 a.m.	Educational Programs, Robert Garvy, Chair
11:15 a.m. – 12:00 p.m.	Advancement, Clarence Brown, Chair

BOARD MEETING

1:00 – 4:00 p.m.

1. Welcome and call to order Marcos Marchena, Chairman
2. Roll call Rick Schell, Associate Corporate Secretary
3. Public comment Rick Schell
4. [Minutes of January 13, 2017; February 15, 2017; and February 24, 2017, meetings](#) Chairman Marchena
5. Remarks and introductions John C. Hitt, President
6. Old business
 - BOT-1** Approval UCF Lake Nona Medical Center (Deborah German, Vice President for Medical Affairs and Dean of the College of Medicine)
7. Reports
 - INFO-1** Information UCF Gallup Presentation (Helen Stubbs, Gallup)

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| 8. | Advancement Committee report | Chair Brown |
| | ADV-1 | Approval |
| | | Naming of the John Euliano Park (Mike Morsberger, Vice President for Alumni Relations and Development, and CEO, UCF Foundation) |
| | ADV-2 | Approval |
| | | Naming of the Garvy Center for Student-Athlete Nutrition (Morsberger) |
| | ADV-3 | Approval |
| | | Naming of the Dr. Phillips Academic Commons (Morsberger) |
| 9. | Educational Programs Committee report | Chair Garvy |
| 10. | Finance and Facilities Committee report | Chair Martins |
| | FF-1 | Approval |
| | | UCF Convocation Corporation Transfer of Funds (William Merck, Vice President for Administration and Finance) |
| | FF-2 | Approval |
| | | UCF Foundation Refunding of Debt (Merck) |
| | FF-3 | Approval |
| | | UCF Downtown Purchase and Sale Agreement (Merck) |
| 11. | Nominating and Governance Committee report | Chair Yeargin |
| 12. | Consent Agenda | Chairman Marchena |
| | EP-1 | Approval |
| | | Conferral of Degrees (A. Dale Whittaker, Provost and Executive Vice President) |
| | EP-2 | Approval |
| | | 2019-20 Academic Calendar (Whittaker) |
| | EP-3 | Approval |
| | | New Degree Programs (Whittaker) |
| | | a. Ph.D. in Big Data Analytics |
| | | b. Ph.D. in Integrative Anthropological Sciences |
| | | c. B.A. and B.S. Degree in Nonprofit Management |
| | | d. B.S. Degree in Environmental Studies |
| | EP-4 | Approval |
| | | 2015-16 UCF Annual Accountability Report to the Board of Governors (Whittaker) |
| | EP-5 | Approval |
| | | Classification of Instructional Programs Code Changes (Whittaker) |

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| | FF-4 | Approval | Revision to University Regulation UCF-7.130 Administration and Finance; Purchasing (Scott Cole, Vice President and General Counsel) |
| | FF-5 | Approval | Agreement between UCF and ICAMR (Merck) |
| | FF-6 | Approval | UCF Finance Corporation Renewal of Letter of Credit (Merck) |
| | NG-1 | Approval | Presidential Selection Process and Leadership Statement (Cole) |
| | NG-2 | Approval | Board Policy on Request for and Release of Direct Support Organization Records (Cole) |
| | NG-3 | Approval | Kareem Abdul-Jabbar Honorary Doctor of Public Service Degree (Schell) |
| 13. | New business | | Chairman Marchena |
| | INFO-2 | Information | UCF Trustee Self-assessment (Marchena) |
| 14. | Announcements and adjournment | | Chairman Marchena |

Upcoming meetings and event

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| UCF Day at the Capitol | March 28, 2017
(Tallahassee) Please contact Rick Schell if you plan to attend. |
| Board of Governors meeting | March 29-30, 2017
(Florida A&M University) |
| UCF Teaching Hospital Presentation to Board of Governors | March 29, 2017 - 5:00 p.m.
(Board of Governors meeting in Tallahassee) Please contact Rick Schell if you plan to attend. |
| AGB National Conference on Trusteeship | April 2-4, 2017
(Hilton Anatole, Dallas) |
| Conferral of Honorary Doctor of Philosophy in Public Service Degree to Prince Mohammad bin Fahd bin Abdulaziz Al Saud | April 14, 2017 – 1:30 p.m.
(<i>FAIRWINDS</i> Alumni Center) |
| Board of Trustees meeting | May 18, 2017
(<i>FAIRWINDS</i> Alumni Center) |

**Minutes
Board of Trustees Meeting
University of Central Florida
January 13, 2017**

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

Marchena asked everyone to stand to observe a moment of silence in recognition of the two law enforcement officers who lost their lives, Master Sgt. Debra Clayton and Deputy First Class Norm Lewis, who were alumni of UCF.

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

WELCOME

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

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

PUBLIC COMMENT

Shelby Graves, a senior with Burnett Honors College, advised the board that Autism Awareness Day is April 2, 2017. She asked UCF to consider supporting World Autism Awareness. Marchena asked William F. Merck II, Vice President for Administration and Finance and CFO, to consult with Graves.

MINUTES

Marchena called for approval of the November 17, 2016, and December 1, 2016, meeting minutes, which were approved.

Marchena called on Hitt for remarks and introductions.

REMARKS

Hitt reported that UCF's oneness with its community was again brought home. Two members of the university family died in service to Orlando and Orange County, and Hitt stated that we mourn their loss while we take pride in their commitment to help others. Hitt extended

condolences to the families and friends of Master Sgt. Debra Clayton and Deputy First Class Norm Lewis.

Hitt announced that during the December 2016 commencement ceremonies, UCF awarded its 300,000th degree.

Hitt stated that the Florida Agency for Health Care Administration has approved the certificate of need, which is an essential step toward the founding of UCF's College of Medicine's proposed academic hospital at Lake Nona. Florida Hospital filed a petition seeking that the approval of the certificate be conditioned on the hospital being a joint venture between the University of Central Florida and the Hospital Corporation of America.

Hitt reported that marketing will begin soon for Legacy Pointe at UCF, the university's retirement community planned for the McCulloch and Old Lockwood Roads area. A target opening is set for 2020.

Hitt announced that UCF's men's and women's basketball teams are enjoying a winning season. After sixteen games, men's basketball has a 12-4 record with women's basketball at 10-6.

Hitt reported that UCF's women's and men's tennis teams will play their first matches at the new home of UCF tennis at Lake Nona.

Hitt reported that UCF and Orange County have devised a joint safety plan for UCF's main campus entrance along Alafaya Trail. The new measures include mid-block crossings, pedestrian lighting, and updated signals; additional right-of-way along the east side of Alafaya Trail for an expanded pedestrian-bike path; and the creation of pedestrian landing pads as safety zones at the main campus entrance.

Hitt referred the board to the Burnett Honors College data sheet included in their meeting materials. He asked that the trustees note the comparison between the Burnett Honors College and New College.

Hitt introduced a video produced by the Division of Communications and Marketing highlighting the best of 2016. He noted that it has been viewed by more than 557,000 people on Facebook.

INTRODUCTIONS

Hitt noted that the U.S. Department of Education, Office of English Language Acquisition, has awarded the College of Education and Human Performance ESOL Professor Joyce Nutta and UCF College of Arts and Humanities faculty members Florin Mihai and Kerry Purmensky with a five-year, \$2.4 million grant for researching ways to improve the preparation of our college's elementary education teacher candidates.

REPORTS

Marchena called on Merck, and Tracy Clark, Associate Provost for Budget, Planning, and Administration and Associate Vice President for Finance, who reported on the following.

- INFO-1 Overview of the UCF Budget Process

ADVANCEMENT COMMITTEE REPORT

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

- Dan Holsenbeck, Senior Vice President for University Relations, gave a legislative update, including a summary of Senate Bills 2 and 4, as they pertain to UCF. Holsenbeck referred the board to the Advancement Committee packet included in their meeting materials, and he noted that it included contact information for the House and Senate delegations, a list of UCF Alumni in the House and Senate, and lobbying policies for UCF staff and trustees.
- Grant Heston, Vice President for Communications and Marketing, provided highlights from UCF's Giving Tuesday Campaign that raised more than \$33,000 in 24 hours, with 250 donors. He stated that the campaign was a university-wide collaboration between Communications and Marketing, the Advancement division, the colleges and units, and other campus departments. Heston showed a video announcing the launch of a 24-7 PBS Kids Channel. This is the first channel lineup change since WUCF started in July 2011.
- Michael Morsberger, Vice President for Alumni Relations and Development, and CEO, UCF Foundation, presented the IGNITE Campaign Case Statement, which provides a high-level summary of the campaign's priorities and call-to-action. Morsberger shared a video that will be shown at alumni events across the country.

AUDIT, OPERATIONS REVIEW, COMPLIANCE, AND ETHICS COMMITTEE REPORT

Beverly Seay, Chair of the Audit, Operations Review, Compliance, and Ethics Committee, reported the highlights of the committee meeting held on December 14, 2016.

- Rhonda L. Bishop, Chief Compliance and Ethics Officer, and Robert Taft, Chief Audit Executive, provided an overview of the revisions to the committee's charter. Bishop provided an overview of the revisions to the Internal Compliance, Ethics, and Risk Charter. She presented information on the annual conflict of interest and commitment initiatives report, and an update of the 2016-17 Work Plan status of all activities. Bishop provided an update for the University Compliance Ethics and Risk Program. In her update on the Athletics Compliance Program, she reported that UCF's probation will end on February 9, 2017.
- Taft presented the university's revised internal audit charter that required revisions based on the Board of Governors' new regulations. Taft then discussed the Board of Governors'

Performance-based Funding Data Integrity Certification Audit Report, along with the Performance-based Funding Data Integrity Certification Form.

- Maureen Binder, Associate Vice President and Chief Human Resources Officer, provided an update on the Fair Labor Standards Act.

COMPENSATION AND LABOR COMMITTEE REPORT

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

- Sprouls provided an overview of the repeal of University Regulation UCF-10.010 and the amendment of three other regulations to conform with the repeal of UCF-10.010. He noted with changes to the application procedures and the employment contract practices at the College of Medicine, the medical school will now conform to the university's existing discipline and termination guidelines.
- Sprouls reported the ratification of the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees.
- Binder provided a summary of the university's response to the Fair Labor Standards Act regulations that were changed mid-year to be adopted in December 2016. She noted that a federal court injunction in November temporarily halted the FLSA regulation changes from proceeding.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

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

- A. Dale Whittaker, Provost and Executive Vice President, presented Faculty Spotlight (INFO-1), and he introduced Fei Liu, an assistant professor in the Department of Computer Science. Liu leads UCF's Natural Language Processing Group, whose mission is to develop natural language technologies that improve human language understanding and process.
- Whittaker gave an update on the university's activities to achieve preeminence and to further research (INFO-2). He reported that UCF is ranked in the top 100 by the National Science Foundation in its research and development expenditures.
- Whittaker gave a presentation on student debt (INFO-3). He noted that the majority of increase in student debt is seen in for-profit and 2-year institutions. Whittaker reported that nearly half of UCF students graduate with no debt. UCF students' average debt is less than \$22,000 with a default rate that is well below the national average.

FINANCE AND FACILITIES COMMITTEE REPORT

Robert Garvy, Vice Chair of the Finance and Facilities Committee, reported the following highlights from the committee meeting held on December 7, 2016.

- Lee Kernek, Associate Vice President for Administration and Finance, reported on a minor amendment to the UCF 2015-25 Campus Master Plan Update to modify the Urban Design and Capital Improvements map and the Capital Improvements List in order to add six new projects in downtown Orlando, four new projects on the main campus, and one renovation of the Florida Solar Energy Center.
- Clark reviewed the University Draft Audited Financial Report for 2015-16, the key financial ratios for UCF as of June 30, 2016, and the key financial ratios for UCF as compared to the State University System as of June 30, 2015. Clark also presented the University Operating Budget Report for the quarter that ended September 30, 2016, along with the UCF Investments Quarterly Report for the same quarter.
- Merck and John C. Pittman, Associate Vice President for Administration and Finance, Debt Management, reported on the Direct Support Organizations' 2016-17 First-Quarter Financial Reports.
- Chair Alex Martins provided an update on a public comment made by a student at a previous Board of Trustees meeting concerning space being used by student organizations in the College of Engineering.

CONSENT AGENDA

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

- AUD-1 UCF Audit and Compliance Committee Charter—Approve UCF Audit and Compliance Committee Charter
- AUD-2 Revision of Internal Audit Charter—Approve Revisions to the Internal Audit Charter
- AUD-3 Board of Governors' Performance-based Funding Data Integrity Certification Audit Report—Accept the University Audit's report on the Board of Governors Performance-based Funding Data Integrity Certification Process
- AUD-4 Performance-based Funding Data Integrity Certification Form—Approve the Performance-based Funding Data Integrity Certification Form to the Board of Governors
- AUD-5 Internal Compliance, Ethics, and Risk Charter—Approve the charter for University Compliance, Ethics, and Risk Office and program
- CL-1 Repeal of University Regulation UCF-10.010 Discipline and Termination for Cause of Faculty and A&P Staff Members of the College of Medicine and Amendments to University Regulation UCF-3.0124 Discipline and Termination for Cause of Non-Unit Faculty and A&P Staff Members, University Regulation UCF-3.036 Grievance Procedure for Non-Unit Faculty Employees, and University Regulation UCF-3.037 Grievance Procedure for Non-Unit A&P Employees—Approve the repeal of Regulation UCF-10.010

and approve amendments to University of Central Florida Regulations, UCF-3.0124, UCF-3.036, and UCF-3.037

- CL-2 Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees—Ratify the Collective Bargaining Agreement for 2016-19 between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees
- FF-1 Minor Amendment to the University of Central Florida 2015-25 Campus Master Plan Update—Approve a minor amendment to the University of Central Florida 2015-25 Campus Master Plan Update to modify the Urban Design and Capital Improvements map and the Capital Improvements List

ANNOUNCEMENTS AND ADJOURNMENT

Marchena announced the following upcoming meetings:

Board of Governors meetings	January 25-26, 2017 (Florida Polytechnic University)
Board of Trustees retreat	March 3, 2017 9:00 a.m.-12:00 p.m. (FAIRWINDS Alumni Center, with lunch following)
Board of Trustees meeting	March 16, 2017 (FAIRWINDS Alumni Center)
UCF Day at the Capitol	March 28, 2017 (Tallahassee)
AGB National Conference on Trusteeship	April 2-4, 2017 (Hilton Anatole, Dallas)

Marchena invited the trustees to join him for the board's annual photo.

Marchena adjourned the board meeting at 2:24 p.m.

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

Minutes
Board of Trustees Teleconference Meeting
University of Central Florida
February 15, 2017

Chairman Marcos Marchena called the teleconference meeting of the Board of Trustees to order at 8:00 a.m. in the President's Boardroom on the UCF Orlando campus.

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

WELCOME

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

Marchena called on Fred Kittinger, Senior Associate Vice President for University Relations, who presented the following item for board approval.

- BOT-1 Agreement Between the University of Central Florida and Dr. Phillips Center for the Performing Arts, Inc.—A motion was made and unanimously passed by the board approving the agreement between the University of Central Florida and Dr. Phillips Center for the Performing Arts.

ADJOURNMENT

Marchena adjourned the board meeting at 8:07 a.m.

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

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

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

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

WELCOME

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

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

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

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

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

NEW BUSINESS

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

ADJOURNMENT

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

Respectfully submitted: _____ Date: _____

John C. Hitt
Corporate Secretary

DRAFT

ITEM: BOT-1

BOARD OF TRUSTEES
University of Central Florida

SUBJECT: UCF Lake Nona Medical Center

DATE: March 16, 2017

PROPOSED BOARD ACTION

(1) Approve and ratify agreements, or summaries thereof, among the University of Central Florida (UCF), UCF Academic Health, Inc. (UCFAH), and Hospital Corporation of America (HCA) for development of a Hospital at the Lake Nona Health Sciences campus; (2) Approve the name “UCF Lake Nona Medical Center” for the hospital; and (3) Delegate authority to the President and Chairman of the Board of Trustee to approve and ratify any minor modifications to these agreements and execute the agreements on behalf of UCF.

BACKGROUND INFORMATION

On September 13, 2016, the Board of Trustees ratified the selection by UCFAH of HCA to partner in development of a Hospital on the UCF Lake Nona Health Sciences Campus. UCFAH has worked extensively with external national experts and the UCF Office of General Counsel to negotiate definitive agreements with HCA to implement the partnership. The project is subject to approval by the Board of Governors as a public-private partnership. UCFAH seeks approval of the Board of Trustees to submit the definitive agreements and summaries to the Board of Governors.

Supporting documentation:

FOR APPROVAL, agreement of University of Central Florida

Attachment A: Summary of Prime Lease (between University of Central Florida and UCF Academic Health, Inc.)

FOR RATIFICATION, agreements of UCF Academic Health, Inc. (UCFAH)

Attachment B: Summary of Second Amended and Restated Limited Liability Company Agreement of Central Florida Health Services, LLC.

Attachment C: Summary of Development Agreement

Attachment D: Summary of Ground Sublease

Attachment E: Summary of Management Agreement

Prepared by: Scott Cole, Vice President and General Counsel

Submitted by: Deborah German, MD, Chair, UCF Academic Health, Inc.

Attachment A

SUMMARY OF PRIME LEASE

The following is a summary of some, but not all, of the material terms of the Ground Lease Agreement (“Prime Lease”)¹ between University of Central Florida (“UCF” or “Ground Lessor”) and UCF Academic Health, Inc. (“UCFAH” or “Ground Lessee”), dated _____, 2017. Capitalized words used but not otherwise defined in this summary shall have the meanings set forth in the Agreement.

Property (§I)	The Prime Lease will convey a ground lease interest for approximately 25 acres adjacent to the UCF College of Medicine (the “Property”).
Term (§III)	The Prime Lease will have a term of 99 years.
Rent/Triple Net Lease (§IV)	Rent will be a one-time payment of \$100. The Prime Lease will be a triple-net lease with Ground Lessee responsible for all costs and expenses associated with the Property, including, without limitation, property taxes (if any) and other governmental charges assessed against the Property, insurance, maintenance and repair, assessments (both Community Development District Assessments and other private assessments under various title documents), and the like.
Remedies (§V)	Ground Lessor will have the right to bring all legal and equitable actions against the Ground Lessee for breach of the Prime Lease, except for termination/eviction. Neither party shall be liable to the other party for indirect, punitive, exemplary, incidental, consequential, or special damages.
Maintenance and Repair (§VI)	Ground Lessee at all times shall maintain the Property in a good state of appearance and repair and shall keep the Property in a safe and clean condition as required by all applicable governmental laws, codes, regulations, covenants and restrictions (including, without limitation, applicable Lake Nona covenants and restrictions).
Liens and Encumbrances (§VIII)	Ground Lessee shall keep the Property (including the improvements) free and clear from all liens and encumbrances except for certain permitted encumbrances required in the ordinary course of business (such as standard utility easements).
Permitted Use (§IX)	Ground Lessee shall comply with all covenants and restrictions and shall use the Property <i>only</i> for “Medical Uses”, “Educational Uses,” and “Support Uses,” all in support of the Ground Lessor’s “Academic Medical Center” (with such uses being defined in the applicable covenants, easements and restrictions of record, including, without limitation, the restrictions set forth in the Special Warranty Deed from Lake Nona Land Company, LLC to UCF).
Insurance and Indemnity (§X)	Ground Lessee will keep and maintain (or cause to be kept and maintained) all customary liability, fire and casualty insurance coverages for the Property, in commercially reasonable amounts and with qualified insurers. Ground Lessee (and any permitted assignee/sublessee) may self-insure, provided it has a tangible net worth of at least \$200,000,000 and satisfies certain certification requirements. Ground Lessee will provide Ground Lessor with an indemnity from all liabilities caused by the gross

	negligence or willful misconduct of Ground Lessee.
<u>Assignment and Sublease</u> (§XIII)	Ground Lessee may not assign the Prime Lease or sublease all or any portion of the Property without the prior written consent of the Ground Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Ground Lessee may sublease all or any portion of the Property, without Ground Lessor's consent, to: (i) any affiliate of either Ground Lessor, Ground Lessee, or a permitted sublessee; (ii) Columbia Park Healthcare System, Inc. (HCA) or its affiliate; (iii) a joint venture between Ground Lessee and HCA (or its affiliate); or (iv) a sublessee of not more than 2,000 rentable square feet. In the event the sublessee is HCA or its affiliate, Ground Lessor agrees that it will not exercise any of its rights and remedies upon a Ground Lessee default under the Prime Lease without first providing written notice to the sublessee and allowing the sublessee to cure the default within the curative periods provided in the Prime Lease.
<u>Legal Requirements and Environmental</u> (§§VI; XVIII)	Ground Lessee is obligated to comply with all applicable legal requirements, including, without limitation, applicable environmental laws and regulations. Ground Lessee will be responsible for any contamination or other environmental issues during the term of the Prime Lease.
<u>Sublessee Recognition</u> (§XXV)	If the Prime Lease is terminated early or the Ground Lessee becomes subject to bankruptcy and insolvency proceedings, and there is a permitted sublessee of the Property, Ground Lessor agrees not to terminate the sublease and to recognize the permitted sublessee as a direct lease between Ground Lessor and the sublessee (provided the sublessee is not in default).
<u>Limitation of Ground Lessor Liability</u> (§XIX)	There is no personal liability on the part of the Ground Lessor (or its affiliates), and Ground Lessee shall look solely to the interest of the Ground Lessor in the Property for the satisfaction of any remedy upon a breach or default by Ground Lessor. The full faith and credit of Ground Lessor shall not be pledged to secure financing.
<u>Memorandum of Lease</u> (§XXIV)	Ground Lessor and Ground Lessee will record a memorandum of the Prime Lease in the Public Records of Orange County, Florida (which memorandum will include terms prohibiting the Ground Lessor's interest in the Property from being subjected to any lien arising from Ground Lessee's construction of improvements on the Property).

Attachment B

**SUMMARY OF SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
CENTRAL FLORIDA HEALTH SERVICES, LLC**

The following is a summary of some, but not all, of the material terms of the Second Amended and Restated Limited Liability Agreement Limited Liability Company Agreement (the "Agreement")¹ of Central Florida Health Services, LLC (the "Company"), dated as of March _____, 2017, between UCF Academic Health, Inc. ("UCFAH") and Columbia Park Healthcare System, Inc. ("HCA Sub"). Each of UCFAH and HCA Sub are referred to herein individually as a "Member" and collectively as the "Members." Capitalized words used but not otherwise defined in this summary shall have the meanings set forth in the Agreement.

Entity Type	Florida limited liability company
Ownership	UCFAH - 20%; HCA Sub - 80% (Based on initial nominal cash contributions. Ownership percentages subject to change based on "CON Capital Contributions" described below.)
Management (§2.6 & §8)	<p>The Company is managed by a Governing Board. The initial Governing Board consists of 8 members, 4 of which are appointed by HCA Sub (the "HCA Governors") and 4 of which are appointed by UCFAH (the "UCFAH Governors").</p> <p>The Governing Board has the following officers: (i) Chairman (selected by the HCA Governors), (ii) Vice Chairman (selected by the UCFAH Governors) and (iii) Secretary (selected by the Governing Board).</p> <p>Except for (1) "Major Decisions" (as described below), (2) certain other rights expressly reserved to the Governing Board and (3) the right to determine how expenditures from the Company's community benefit fund will be made, the Governing Board's management of the day-to-day operations of the Company is delegated to HCA Sub or an HCA affiliate designated by HCA Sub (the "Manager"). The Manager manages the day-to-day operation of the Company pursuant to the terms of a Management Agreement between the Company and the Manager.</p>
Officers (§8.2-8.3)	<p><u>The Governing Board has the following officers:</u></p> <p>(i) <i>Chairman</i>: Selected by the HCA Governors.</p> <p>(ii) <i>Vice Chairman</i>: Selected by the UCFAH Governors.</p> <p>(iii) <i>Secretary</i>: Selected by the Governing Board.</p> <p><u>The Company has the following officers:</u></p> <p>(i) <i>CEO</i>: The Governing Board approves the selection of the CEO of the Hospital. The CEO may be removed by HCA Sub. The CEO shall be employed by the Manager.</p> <p>(ii) <i>CMO</i>: If the Governing Board determines that a CMO of the Hospital needs to be appointed, then the Governing Board shall select a CMO. Removal of the CMO requires approval of the Governing Board. The CMO shall be employed by UCF.</p> <p>(iii) <i>Other Officers</i>: The Manager appoints such other officers of the Hospital as it deems appropriate. All other officers shall be employed by the Manager.</p>
Voting (§1)	<p><u>Governing Board Voting</u>. All actions taken by the Governing Board are accomplished through bloc voting; that is, all Governing Board actions require approval of a majority of the UCFAH Governors and a majority of the HCA Governors.</p> <p>For Governing Board votes on matters other than "Major Decisions" (see below), if there is a deadlock of the Governing Board, the votes of the HCA Governors break the deadlock. Also, if UCFAH owns less than the Minimum Sharing Percentage (which means a sharing percentage</p>

	<p>in the Company equal to the lesser of (a) UCFAH’s Sharing Percentage after all CON Capital Contributions shall have been made <u>minus</u> 2% and (b) 15%), the HCA Governors break the deadlock on Major Decisions.</p> <p><u>Member Voting.</u> All actions taken by the Members are accomplished through approval of those Members who own units representing a sharing percentage greater than 100% <u>minus</u> the Minimum Sharing Percentage.</p>
<p>Major Decisions (§8.4(d))</p>	<p>Each of the following actions constitute a “Major Decision” of the Governing Board:</p> <p>(i) the Company’s incurring capital expenditures in any one year in excess of 20% of the then fair market value of the assets of the Company (as determined in good faith by the Manager); provided, however, this clause (i) shall not apply to the construction of the Hospital; (ii) the establishment of, and material changes to, the Hospital’s quality assurance, utilization review, compliance and medical staff credentialing policies; (iii) the establishment of, and changes to, the Company’s charity care and financial assistance policies; (iv) changes to the Hospital’s participation in the Medicare and Medicaid programs; (v) discontinuation of the Hospital’s medical education programs; (vi) changes to the Company’s vision, mission and values statement; (vii) amendments to the Agreement or the Company’s Articles of Organization; (viii) the admission of any new Member or the issuance of any additional units or other ownership interests in the Company to any such new Member; (ix) the entering into, and the amendment or termination of, the Management Agreement; (x) approve the selection of the CEO and CMO; (xi) the incurrence of any debt by the Company for which UCFAH is required to provide a guaranty or aggregate debt by the Company in excess of 20% of the then fair market value of the assets of the Company (as determined in good faith by the Manager); (xii) any requirement that the Members make an additional capital contribution; (xiii) ratification of consolidated capital and operating budgets and any material change thereto; (xiv) the establishment of, or changes to, the Company’s initial strategic plan and the adoption or amendment of any replacement strategic plans, which replacement strategic plans will be of comparable scope as the Company’s initial strategic plan; (xv) approving any waiver of the covenants not to compete of HCA Sub or UCFAH; (xvi) the merger, consolidation or reorganization of the Company; (xvii) the establishment of, or material changes to, the Hospital’s graduate medical education and undergraduate medical education plans; (xviii) any decision to make quarterly distributions in an amount less than as required by Section 6.1; and (xix) the determination of the amount of any reserve to be withheld from the Company’s distributions pursuant to Section 6.1.</p>
<p>Additional Approval Rights (§8.4(e)-(g))</p>	<p>The following approval rights also apply:</p> <p><u>ACOs/CINs:</u> Selection of partners for, and structuring participation in, ACOs, clinically integrated networks, co-management and other emerging models of healthcare delivery and value-based payment require approval of the Governing Board.</p> <p><u>Community Benefit Expenditures:</u> Community Benefit Expenditures are determined by the vote of not less than a majority of the UCFAH Governors.</p> <p><u>Management Agreement:</u> So long as UCFAH owns units representing the Minimum Sharing Percentage, UCFAH’s Governors will have the right to determine if, when and how the Company takes any action to enforce the terms and provisions of the Management Agreement.</p>
<p>Advisory Board (§8.5)</p>	<p>The Governing Board will establish an advisory board (the “Advisory Board”) for the Hospital. The CEO and the CMO, if any, will serve as <i>ex officio</i> members of the Advisory Board. Additionally, UCFAH will have the right to nominate three members of the Advisory Board, which nominees will be subject to HCA Sub’s acceptance of such nominees.</p>

CON Capital Contributions (§4)	<p>Upon the Company obtaining a CON with respect to development of the Hospital and UCFAH obtaining approval from the Board of Governors of the State University System of Florida with respect to the transactions contemplated by the Agreement, the Members are required to make additional capital contributions as follows:</p> <p><u>HCA</u>: (i) cash in the amount needed to design, develop, construct, equip and commence the operations of the Hospital (which contributions will be made as such costs are incurred), (ii) HCA Sub's costs incurred in obtaining the CON on behalf of the Company, and (iii) cash in the amount of 100% of the start-up working capital necessary for the Company up to \$25,000,000. HCA Sub will then make a "true-up" capital contribution if necessary to ensure that the fair market value of HCA Sub's capital contribution is at least 80% of the fair market value of the combined capital contributions of HCA Sub and UCFAH.</p> <p><u>UCFAH</u>: (i) a prepaid leasehold interest in the Hospital Land (with a term of not less than 50 years and with a renewal option of not less than 49 years), (ii) certain mutually agreed upon intellectual property rights, including the right to use the name "University of Central Florida" and (iii) such other assets as may be mutually agreed upon by the Members. The value of the UCFAH Capital Contributions will be determined through an appraisal process. If their value is less than 20% of the total amount of Capital Contributions made by HCA Sub and UCFAH, UCFAH's Sharing Percentage will be reduced accordingly.</p>
Additional Capital Contributions (§4.2)	<p>No Member is required to make any additional capital contribution to the Company, other than the CON Capital Contributions described above unless the Governing Board mandates additional capital contributions.</p> <p>In the event that the Governing Board of the Company determines that an additional capital contribution should be made and a Member fails to make such requested additional capital contribution (a "Defaulting Member"), then the non-Defaulting Member will have the option to make the additional capital contribution on behalf of the Defaulting Member and/or to (i) treat its additional capital contribution, as well as any additional capital contribution made on behalf of the Defaulting Member, as a convertible loan to the Company or (ii) dilute the ownership of the Defaulting Member by the portion of any additional capital contribution not treated as an additional capital contribution loan.</p>
UCFAH Purchase Right (§4.7)	<p>If UCFAH's Sharing Percentage drops below 20%, UCFAH has the right to purchase at fair market value units from the Company sufficient to cause UCFAH's Sharing Percentage to increase to 20%.</p>
Profits and Losses (§5.1)	<p>Profits and losses of the Company are allocated to the Members in accordance with their respective sharing percentages, after giving effect to the special tax allocations set forth in Section 5.2 of the Agreement.</p>
Distributions (§6.1)	<p>Except as may otherwise be prohibited or required by applicable Law, within forty-five (45) days following the end of each calendar quarter after the Hospital has commenced its operations, the Manager will cause the Company to distribute Excess Cash to the Members pro rata in accordance with their respective Sharing Percentages. Additionally, the Manager will make distributions of any such excess cash in accordance with any cash distribution policy that has received Approval of the Governing Board.</p>
Bank Accounts/Cash Management/HCA Loans to the Company (§7.1)	<p>The Company is required to participate in HCA's cash management system. HCA will pay the Company interest on positive cash balances at the 30-day discount rate for AA-rated commercial paper issued by nonfinancial companies. HCA may (but is not required to) lend the Company money at the "FMV Lending Rate," which is the rate determined by a qualified lender for a comparable loan to the Company.</p>

Audited Financial Statements (§7.3)	Within 120 days after the end of each Company fiscal year, the Manager shall cause to be prepared, at the Company’s expense, audited financial statements of the Company for the preceding fiscal year.
Tax Matters (§7.4)	The Company is treated as a partnership for tax purposes.
Community Benefit Fund (§8.4(f))	A Community Benefit Fund will be established by the Company, which will be used to assist various community healthcare related activities at the discretion of the UCFAH Governors. The Company will contribute to the Community Benefit Fund (i) \$100,000 prior to the first anniversary of the date that the Hospital commences operations (the “Commencement Date”), (ii) \$250,000 between the first and second anniversaries of the Commencement Date, (iii) \$450,000 between the second and third anniversaries of the Commencement Date, and (iv) \$500,000 prior to each subsequent anniversary of the Commencement Date or such other amount as approved by the Governing Board.
Employees (§8.6)	The Manager may provide employees to the Company to provide services to the Facilities owned by the Company pursuant to the terms of an Employee Services Agreement or the Management Agreement.
Non-Compete (§10.1)	<p><u>UCFAH Non-Compete:</u> During the time that a person is a Member and for 5 years after such time (the “Restricted Period”), without the prior written consent of HCA Sub, UCFAH and its affiliates are restricted from developing, owning, managing or engaging in any similar activity with any HCA Competitor² or any health care facility that is located within a 3 mile radius of the Hospital or, subject to right of first refusal provisions in favor of the Company, within the Company’s primary services area (a “Competitive Business”), provided that (i) physician practices that do not have ancillary operations other than x-ray services and basic in-office laboratory services are not subject to UCFAH’s non-compete; and (ii) a “Passed-Over Competitive Business” (as defined below) located outside of a 3 mile radius of the Hospital (the “Core Restricted Area”) but within the Company’s primary services area (the “Additional Restricted Area”) is not subject to the non-compete.</p> <p><u>HCA Sub Non-Compete:</u> During the Restricted Period, without the prior written consent of UCFAH, HCA Sub and its affiliates are restricted from developing, owning, managing or engaging in any similar activity with any Competitive Business that (i) is located within the Core Restricted Area; or (ii) is located in the Additional Restricted Area, except that a “Passed-Over Competitive Business” (as defined below) located in the Additional Restricted Area is not subject to the non-compete.</p> <p><u>Non-Compete Exceptions:</u></p> <ul style="list-style-type: none"> (i) The non-compete provisions do not prohibit any Member from entering into transfer agreements or clinical collaboration agreements with any person. (ii) The non-compete provisions do not prohibit UCFAH from continuing the following grandfathered operations: (a) echocardiograms provided at the UCFAH Academic Practices as of the Effective Date at levels comparable to those provided at the UCFAH Academic Practices as of the Effective Date and (b) Mohs surgery at the Lake Nona Gateway Complex in Orlando, FL. (iii) The non-compete provisions do not prohibit UCFAH or its affiliates from entering into managed care contracts or other payer agreements with payers that also contract with

¹ “HCA Competitor” is defined as any person that, directly or indirectly, either (a) receives more than 15% of its consolidated net revenue from any combination of health care facility services or clinical research services, (b) received more than \$50,000,000 in annual net revenue for the most recent fiscal year from any combination of health care facility services or clinical research services, provided, in either case, that such person owns, controls or manages, directly or indirectly, a health care facility or a facility providing health care-related services, or (c) provides insurance to enrollees or accepts, directly or indirectly, delegated risk for the health care of individuals or any Competitive Business.

	<p>the Hospital for services that the Hospital provides and that do not directly or indirectly reward UCFAH, its affiliates or their physicians for reducing the revenue yield to the Hospital. Additionally, to the extent permitted by applicable law, if the Hospital or the physicians of UCFAH (or its affiliates) wish to enter into managed care contracts or other agreements with payers under which the Hospital or such physicians take risk (e.g., under a capitated reimbursement arrangement), the Company and UCFAH shall work cooperatively to enter into such contract and share such risk together.</p>
<p>ROFR for Competitive Business - “Passed-Over Competitive Business” (§10.1(e))</p>	<p>In the event that a Member desires to engage in any Competitive Business within the Additional Restricted Area, then such opportunity must first be offered to the Company on the same terms as offered to the proposing Member. If the Company does not accept the offer to pursue the new opportunity within 45 days of receiving the offer, then the business opportunity will be a “Passed-Over Business” that will not be subject to the non-competition provisions.</p>
<p>ROFR for Clinical Research (§10.1(g))</p>	<p>The Company has a right of first refusal to host patient services for any arrangement pursuant to which UCFAH will engage in clinical research that involves the provision of patient services by any physician employed by UCFAH or any of its affiliates (other than patient services (a) in service lines that the Company does not offer at the Hospital or any other Company-owned facilities at that time or (b) to be provided solely at a UCFAH physician practice), if allowed by the principal investigator with respect to such clinical research arrangement. If any such patient services are to be conducted at a facility owned by an HCA Competitor or a Competing Business located within the Core Restricted Area or the Additional Restricted Area, UCFAH must obtain the consent of the Company prior to entering into such research arrangement, which consent will not be unreasonably withheld or delayed if the arrangement cannot reasonably be expected to currently or prospectively negatively impact the Company. Disputes with respect to the Company’s withholding of consent will be resolved by fast track arbitration.</p>
<p>In-Market Acquisition ROFR (§10.2)</p>	<p>Either Member or its respective affiliates (such Member, the “Acquiring Member”) may acquire a controlling interest in any person (or such person’s assets) for which net revenues of such person’s Competitive Businesses in the Restricted Area represent less than 33% of the total net revenues of such person (an “In-Market Acquisition”). In the event of such In-Market Acquisition, the non-Acquiring Member will have the right to require the Company to elect to purchase such acquired Competitive Business from the Acquiring Member at fair market value.</p>
<p>Provision of Clerkships (§10.3)</p>	<p>HCA agrees to provide student clerkship rotation placements for UCF College of Medicine students displaced from rotations previously provided by Florida Hospital and Orlando Health and will commit to covering the costs of providing housing for the students up to a total of \$160,000 per year for five years, subject to approval by HCA’s legal/compliance department. (§10.3)</p>
<p>Restrictions on Transfer (§12.1)</p>	<p>A Member may not Transfer all or any part of its interest in the Company without the prior written consent of the other Members, which consent may be withheld in the other Members’ sole discretion, except for Permitted Transfers (as defined below) and transfers pursuant to the put/call rights set forth in the Agreement.</p> <p>“Permitted Transfers” means any of the following: (i) a transfer of units to an affiliate; provided, however, a transfer of units owned by UCFAH or any of its affiliates to any HCA Competitor is not permitted unless approved in writing by the HCA Governors; (ii) a transfer by HCA Sub in connection with a disposition by HCA of substantially all of the assets or equity interests of HCA’s applicable subsidiaries in a “Multi-facility Transaction” (see below); and (iii) a change of control of a Member (provided, however, that UCFAH may not undergo a change of control involving an HCA Competitor or pledge its interest to an HCA Competitor, without the prior written consent of HCA).</p>

	<p>“Multi-facility Transaction” means a transaction in which (a) HCA or its affiliates transfer 5 or more hospitals (including the Hospital) in an asset sale, stock sale or similar transaction and (b) the Company’s most recent 12 month net revenues are less than 20% of the total net revenues of the hospitals to be Transferred.</p>
<p>Company Call Right for Terminating Event (§12.9)</p>	<p>The Company has the right (to be determined solely by the unaffected Members) to purchase a Member’s interest at fair market value if any of the following “Terminating Events” occurs: (i) a Member breaches a restriction on transfer of units and fails to cure such breach; (ii) a Member experiences a bankruptcy; (iii) a Member or any of its members or equity holders is excluded from participation in Medicare, Medicaid or any other federal health care program; or (iv) UCFAH terminates the Development Agreement (the agreement pursuant to which HCA is overseeing the development of the Hospital).</p>
<p>UCFAH Put Rights (§§3.2 & 12.10)</p>	<p>UCFAH has the right to “put” its membership interest to HCA Sub at fair market value under the following circumstances: (i) annually at any time during the 60-day period beginning on the day that UCFAH receives a copy of the Company’s audited financial statements for the preceding fiscal year; (ii) in the event that HCA Sub enters into a binding agreement to transfer all or substantially all of its units to a third party (other than in a Permitted Transfer); (iii) in the event that the Management Agreement expires and is not renewed; (iv) in the event that UCFAH reasonably determines that continuing as a Member will result in material adverse harm to UCF’s reputation; and (v) in the event that, in the legal opinion of counsel, the community benefit standards or tax-exempt standards are changed and such change will jeopardize the 501(c)(3) tax-exempt status of UCFAH, and the Members cannot agree on an amendment to the Agreement to address such change.</p> <p>Additionally, with respect to item (v) above, if UCFAH elects to exercise the “put” right, UCFAH also may elect to buy-out the non-competition provisions that would apply to UCFAH and its affiliates during the 5 year period following the closing of HCA Sub’s purchase of UCFAH’s units by paying HCA Sub the fair market value of such non-competition provisions.</p>
<p>HCA Call Right (§12.11)</p>	<p>In the event that the Board of Governors of the State University System of Florida has not given its approval with respect to the transactions contemplated by the Agreement (the “P3 Approval”) by December 31, 2017³, HCA Sub will have the right to require UCFAH to sell its units to HCA Sub at fair market value.</p>
<p>UCFAH Call and Put Rights Upon Termination of the Ground Lease (§12.14)</p>	<p>Prior to the termination of the Ground Sublease, UCFAH shall have a buy/sell election to either (i) buy HCA Sub’s interest in the Company for fair market value or (ii) to require HCA to buy UCFAH’s interest in the Company at fair market value and extend the Ground Sublease under the terms of Section 1.3 of the Ground Sublease. As provided in Section 1.3 of the Ground Sublease, if UCFAH elects to require HCA to buy UCFAH’s interest in the Company as described above, HCA may elect to surrender the Land and the improvements to UCFAH at no cost and to give UCFAH the option to purchase the furniture, trade fixtures and equipment of the Hospital at their net book value. If HCA elects this option, neither Member would buy out the other Member’s Membership Interest and any remaining assets of the Joint Venture would be liquidated. In no event shall UCFAH be compelled under this Agreement, the Hospital Sublease or any other agreement in this arrangement to buy the Hospital’s or Joint Venture’s assets or to take over operation of the Hospital.</p>

² If the Company receives a final, non-appealable CON with respect to the development of the Hospital prior to December 31, 2017, the triggering date for HCA’s call right shall be the later of (a) the date on which such CON becomes final and non-appealable and (b) June 30, 2017.

<p>Rights of First Refusal (§13)</p>	<p><u>Unit Transfer ROFR:</u> Prior to any transfer of units by a Member (except for Permitted Transfers), the transferring Member is required to give notice to the non-transferring Members, and the non-transferring Members will have the option for a period of 45 days from the receipt of the notice to purchase, pro-rata based on each Member's sharing percentage, the units proposed to be transferred by such transferring Member on the same terms as the transaction proposed by the transferring Member.</p> <p><u>Company Asset Transfer ROFR:</u> In the event that the Company receives a binding offer to purchase substantially all of the Company's assets and the Company desires to accept such offer, the Company is required to notify the Manager and the Members in writing of the proposed terms of such transaction, and UCFAH will have the option for a period of 45 days from the day it receives the notice to purchase the Company's assets proposed to be transferred by the Company on the same terms and conditions contained in the offer.</p>
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Attachment C

SUMMARY OF DEVELOPMENT AGREEMENT

The following is a summary of some, but not all, of the material terms of the Development Agreement (the “Agreement”)¹ by and among UCF Academic Health, Inc. (“UCFAH”), a direct support organization of the University of Central Florida (“UCF”) and its College of Medicine (“COM”), Columbia Park Healthcare System, Inc., a Florida corporation (“HCA Sub”), Central Florida Health Services, LLC, a Florida limited liability company (the “Joint Venture”) and _____, a _____ (“Development Manager”). UCFAH and HCA Sub shall be referred to herein individually as a “Member” and collectively as the “Members.” UCFAH, HCA Sub, the Joint Venture and the Development Manager shall be referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized words used but not otherwise defined in this summary shall have the meanings set forth in the Agreement.

<p>Development Manager Engagement (§1.1)</p>	<p>Joint Venture will engage the Development Manager as the exclusive development manager with respect to the Hospital (as defined below) for the purpose of managing, arranging, supervising and coordinating the planning, design, permitting, construction and completion of the design, construction, equipping and commencement of operations of the Hospital. The “Hospital” is a new hospital to be located in Orlando, Florida on an approximately 25.2 acre designated portion of UCF’s land at its Lake Nona Health Sciences Campus as more fully described in the Ground Sublease (the “Land”).</p>
<p>Construction Professionals (§1.4)</p>	<p>The Joint Venture acknowledges that the services and work product provided by consultants, architects, other design professionals, general contractors, construction managers and other construction professionals retained with respect to the Hospital development (collectively, the “Construction Professionals”) are the responsibility of such Construction Professionals. Development Manager does not warrant or guarantee their performance. Notwithstanding the foregoing, the Development Manager will promptly notify the Joint Venture and the Members if the Development Manager recognizes that the work product of the Construction Professionals is at variance with applicable laws, and shall use commercially reasonable efforts to assure compliance by the Construction Professionals with the Development Timeline, the capital budget approved by the Members, the Hospital Design Documents and all other requirements of their respective contracts.</p>
<p>Construction Professional Contracts (§1.5)</p>	<p>The Development Manager shall procure and negotiate on behalf of the Joint Venture any agreements, including all amendments thereto, for architectural, engineering, testing, or consulting services for the Hospital (collectively, the “Design Contracts”), and any contracts or other agreements, including all amendments thereto, for the construction of the Hospital (collectively, the “Construction Contracts”) or the installation of or the furnishing of any supplies, materials, machinery, or equipment required for the Project, provided that all such contracts shall be subject to the approval of the Joint Venture and shall be executed by the Joint Venture as a party to such contracts.</p>
<p>Construction (§1.6)</p>	<p><u>Contracts.</u> Development Manager shall cause the Design Contracts and the Construction Contracts to provide that the Hospital shall be (a) of fire resistant construction according to applicable law and the standards and ratings of the applicable fire insurance rating organizations, and (b) constructed in a good and workmanlike manner and in accordance with all requirements of federal, state and local laws and requirements, with the rules, regulations and requirements of all departments, boards, bureaus, officials, and authorities having jurisdiction thereof, and with the requirements of appropriate Florida Board of Governors and University regulations and standards in effect as of the Effective Date. The Construction Contracts will be based on the Development Manager’s standard contracts and on a cost plus a fee basis with a guaranteed maximum price and fixed general conditions or on a fixed price basis. (§1.6(a))</p> <p><u>Design.</u> The Development Manager will cause the architects, space planners, engineers, and other design personnel hired by the Joint Venture to be licensed to practice in the State of Florida and coordinate the production of drawings and specifications for the Hospital. The cost of all professional engineering, surveying, design, and architectural services required to prepare the site, design, and construction plans will be paid by the Joint Venture. Final design shall be consistent with the Hospital Design Documents previously approved by the Members. Any material differences between the final plans and specifications for the exterior appearance of the Hospital and the Hospital Design</p>

	<p>Documents previously approved by the Members will be subject to the specific approval of UCFAH in consultation with officers of Development Manager. If the Members cannot agree on the final plans and specifications, HCA Sub may move forward with the project and UCFAH shall have the right to require HCA Sub to purchase UCFAH’s membership interest in the Joint Venture pursuant to Section 12.10(a) of the Second Amended and Restated Limited Liability Company Agreement, dated as of March , 2017, between the Members (as amended and restated, the “Operating Agreement”). UCFAH shall have sixty (60) days to exercise such “put” right. (§ 1.6(b))</p> <p><u>Bond.</u> Unless the Development Manager shall provide evidence satisfactory to the Members of the general contractor’s financial strength and experience, or an acceptable third party guaranty, the general contractor selected by the Development Manager to do the construction work must furnish a payment and performance bond. (§ 1.6(d))</p> <p><u>Commencement and Completion.</u> The Development Manager shall cause all Design Contracts and Construction Contracts to (i) have deadlines for completion of the services or work and (ii) contain liquidated damages to be charged upon the failure to meet such deadlines. The Development Manager shall manage the construction of the Hospital to completion with diligence and will use commercially reasonable efforts to cause (i) “Commencement” of the Hospital to be completed by the Outside Date and (ii) the construction and equipping of the Hospital to be completed and operations of the Hospital to be commenced by the Operations Commencement Date. (§ 1.6(g))</p> <p><u>UCFAH Right to Monitor.</u> Development Manager shall provide information and documents reasonably requested by UCFAH to enable UCFAH to monitor the performance and progress of the design, permitting and construction of the Hospital. The Development Manager shall notify UCFAH in the event of the occurrence of any fact or circumstance likely to delay completion of the Hospital beyond the Operations Commencement Date. (§ 1.6(h))</p>				
<p>Construction Insurance Requirements (§1.7)</p>	<p>The Development Manager shall cause the Construction Contracts to require the Joint Venture’s contractors to maintain the following insurance coverages:</p> <ul style="list-style-type: none"> • <u>Builders Risk Insurance.</u> Completed value form in amount of protection of not less than 100% of the completed value of Hospital construction covering “all risk” perils of loss. • <u>Worker’s Compensation and Employer’s Liability Insurance.</u> Worker’s Compensation insurance shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the project site whether working for contractor or any subcontractor (which limit will be at least \$1,000,000). • <u>Public Liability Insurance.</u> Comprehensive general liability (broad form) including property operations, products/completed operations, contractual and explosion, collapse and underground (XCU) coverages where required by the risks. The limits of liability must be at least \$2,000,000 each occurrence, \$25,000,000 annual aggregate combined single limits for bodily injury and property damage liability. • <u>Comprehensive Automobile Liability Insurance.</u> All owned, hired, leased or non-owned vehicles used on the construction project shall be covered. Policy limits shall be at least \$1,000,000 each occurrence, \$1,000,000 annual aggregate combined single limit for bodily injury and property damage liability. • <u>Professional Liability Insurance.</u> All architects, engineers and consultants providing design services for the Hospital shall maintain professional liability insurance of \$2,000,000 per claim, \$5,000,000 aggregate. 				
<p>Development Timeline (§2.1; Exhibit A)</p>	<p>The Parties agree to use commercially reasonable efforts to cause the hospital to be designed, developed and constructed and to commence operations in accordance with the following estimated timeline:</p> <table border="1" data-bbox="397 1766 1360 1852"> <thead> <tr> <th data-bbox="397 1766 883 1808"><u>Task</u></th> <th data-bbox="883 1766 1360 1808"><u>Completion Date</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="397 1808 883 1852">1. Completion of Plans and</td> <td data-bbox="883 1808 1360 1852">Within 10 months after the Approval Date</td> </tr> </tbody> </table>	<u>Task</u>	<u>Completion Date</u>	1. Completion of Plans and	Within 10 months after the Approval Date
<u>Task</u>	<u>Completion Date</u>				
1. Completion of Plans and	Within 10 months after the Approval Date				

	Specifications necessary for Commencement to occur		
	2. “Commencement” of Hospital construction	Within 18 months after the Approval Date	
	3. Completion of Hospital Construction and obtain Florida License for the Hospital	Within 40 months after the Approval Date	
<p>Regulatory and Third Party Approvals (§3)</p>	<p><u>Certificate of Need.</u> The Members agree that the Members, through the Joint Venture, will use their commercially reasonable efforts to seek approval for a CON for the Hospital and be prepared to make up to three filings and any necessary appeals. HCA Sub will fund the costs for the CON filings through the Joint Venture and, if the CON is obtained, HCA Sub will be deemed as having made a cash contribution to the Joint Venture in the amount of the costs funded by HCA Sub. (§3.1)</p> <p><u>Other Approvals: P3 Approval.</u> The Parties will use their commercially reasonable efforts to obtain any other regulatory and other third-party approvals or consents necessary for the Transaction, including without limitation, the approval of the Board of Governors of the State University System of Florida (the “University System Board of Governors”) of the Agreement and the Transaction (the “P3 Approval”). If the University System Board of Governors has not given its P3 Approval by the P3 Approval Outside Date, then HCA Sub shall have the right to terminate the Agreement and purchase UCFAH’s ownership interest in the Joint Venture as provided in the Operating Agreement to be exercised by providing a 60 day notice. During such 60 day notice period, the Members will discuss amending the Agreement in a manner intended to obtain P3 Approval; provided, however, each Member may elect to enter into (or not enter into) any amendment in its sole and absolute discretion. (§3.2)</p> <p><u>Compliance with Law and Development/Use Restrictions.</u> The Development Manager will conduct all design, development and construction activities in compliance with the development and use restrictions in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential Community), dated May 16, 2007 as set forth on <u>Exhibit B</u>, the Development Agreement between Lake Nona Land Company, LLC, University of Central Florida, and Lake Nona Property Holdings, LLC, dated February 14, 2012 as set forth on <u>Exhibit C</u>, the Special Warranty Deed, Document No. 20120081873 as set forth on <u>Exhibit D</u>, the Prime Lease and any other Permitted Encumbrances encumbering the Land. The Parties will comply with all applicable local, state and federal laws and regulations. (§§3.3;3.4)</p>		
<p>Hospital Development and Lease (§5)</p>	<p><u>Lease.</u> Promptly following the Approval Date, UCF and UCFAH will execute the Prime Lease for the Land and UCFAH and the Joint Venture will execute a ground lease for the Land (the “Ground Sublease”). Upon the execution of the Ground Sublease (a) the Joint Venture and Central Florida Management Services, LLC (“Manager”) will enter into a management agreement pursuant to which Manager will manage the Hospital when completed; and (b) UCFAH will be deemed to have made a Capital Contribution to the Joint Venture in the amount of the fair market value of a prepaid leasehold interest for the Initial Term, UCFAH’s cost of any improvements that UCFAH makes to the Land after the Effective Date as approved by the Members and in accordance with such plans and specifications as approved by the Members, and the amount of any unamortized prepaid community development district capital assessments and mitigation payment that UCFAH shall have made with respect to the Land. (§5.1)</p> <p><u>Commencement of Construction; Development.</u> Following the Approval Date and execution of the Ground Sublease and if the Ground Sublease is not terminated in accordance with its terms following an initial inspection period, the Development Manager will commence the design, development and construction of the Hospital by beginning the preparation of the Hospital Design Documents for a 100 bed hospital. (§5.2)</p> <p><u>Member Review and Approval Rights.</u> Both of the Members shall have the right to review and approve the Hospital Design Documents. The Members shall have fifteen (15) business days to review and comment on such Hospital Design Documents. If UCFAH or HCA Sub has not approved or commented on the Hospital Design Documents within such fifteen (15) business day period, it shall</p>		

	<p>be deemed to have approved them. If UCFAH or HCA Sub comments within such fifteen (15) business day period, the Parties will work with all deliberate speed to reach agreement on the Hospital Design Documents as soon as commercially practicable, but in any event within thirty (30) days after UCFAH or HCA Sub shall have commented on the Hospital Design Documents. If the Members cannot agree on the Hospital Design Documents, HCA Sub may move forward with the project and UCFAH shall have the right to require HCA Sub to purchase UCFAH’s membership interest in the Joint Venture pursuant to Section 12.10(a) of the Operating Agreement (and HCA Sub agrees that it will purchase UCFAH’s membership interest pursuant to such Section 12.10(a) despite the fact that UCFAH is not exercising such option within sixty (60) days after its receipt of audited financial statements for the Joint Venture). UCFAH shall have sixty (60) days to exercise such “put” right. Development Manager shall cause the plans and specifications for the Hospital to be prepared based in all material respects on such approved Hospital Design Documents. The Members shall have the right to review and comment on (but not approve) the Construction Professionals hired by Development Manager for the design, development and construction of the Hospital. The Members shall have the right to inspect the Hospital and construction site of the Hospital to ensure that Development Manager’s activities are in compliance with this Agreement. Any such inspection shall be made following reasonable notice to Development Manager and the other Member, shall be done in a manner as does not interfere with the design, development, construction or equipping of the Hospital and shall be done in accordance with all reasonable requirements of the applicable Construction Professionals. (§5.3)</p> <p><u>HCA Sub Capital Contributions.</u> HCA Sub shall make Capital Contributions to the Joint Venture in the amount needed to design, develop, construct, equip and commence the operations of the Hospital (which Capital Contributions will be made as such costs are incurred). (§5.4)</p> <p><u>Liens.</u> During the design, development, construction, equipping and start-up phase of the Hospital, HCA Sub shall (a) use available cash to pay the costs of the design, development, construction, equipping and start of the operations of the Hospital, (b) pay promptly when due the entire cost of any work done by Development Manager, its Affiliates, agents, employees or Construction Professionals on the Land, and (c) keep the Land and Hospital free and clear of all Encumbrances other than Permitted Encumbrances. (§5.5)</p>
<p>Insurance (§6)</p>	<p><u>Joint Venture Insurance Responsibility.</u> The Joint Venture shall maintain all of the following insurance coverages from the date on which the Joint Venture obtains a final, non-appealable CON with respect to the Hospital through the remainder of the term of the Agreement:</p> <ul style="list-style-type: none"> • Builder’s risk property insurance for the replacement cost of the building, which, upon completion of the Hospital, shall be converted into a hazard insurance policy for the completed Hospital. • Commercial general liability insurance coverage on an occurrence basis with limits of not less than \$5,000,000 each occurrence and a general aggregate limit of not less than \$5,000,000. • Owner and Development Manager waive all claims of subrogation against each other with respect to damage to their property and their respective property insurance policies shall permit such waiver. (§6.1) <p><u>Development Manager Insurance Responsibility.</u> The Development Manager shall maintain all of the following insurance coverages from the date on which the Joint Venture obtains a final, non-appealable CON with respect to the Hospital through the remainder of the term of the Agreement:</p> <ul style="list-style-type: none"> • Workers Compensation Insurance at no less than statutory requirements, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per occurrence, each coverage and policy limit. • Commercial general liability insurance coverage on an occurrence basis with limits of not less than \$5,000,000 each occurrence and a general aggregate limit of not less than \$5,000,000. • Automobile liability insurance covering owned, hired and non-owned vehicles, with separate coverage in an amount not less than \$5,000,000 combined single limit for each accident. (§6.2)

Reports (§7.1)	At the reasonable request of UCFAH or HCA Sub, the Development Manager shall provide periodic progress reports containing financial and operational information with respect to the design, development and construction of the Hospital. UCFAH shall have the right to audit the books and records of HCA Sub and Development Manager to ensure that they are in compliance with the Agreement.
Term (§8.1)	The term of the Agreement will commence as of the Effective Date and will continue in effect until the Hospital shall have been constructed and equipped and its operations commenced unless terminated earlier in accordance with Section 8.2 of the Agreement.
Termination (§8)	<p>Termination. The Agreement may be terminated: (a) at any time, by mutual written agreement of the Parties; (b) subject to the provisions of Section 8.3, by UCFAH, if Commencement has not occurred by the Outside Date; (c) subject to the provisions of Section 8.3, by UCFAH if the Hospital has not commenced admitting patients by the Operations Commencement Date; (d) by HCA Sub in accordance with the provisions of Section 3.2; (e) by either Party, (i) if the CON is not approved as set forth in Section 3.1; or (ii) if an Insolvency Event occurs with respect to the other Party; or (f) by either Party if the Ground Sublease is terminated in accordance with its terms. (§8.2)</p> <p>Opportunity to Cure. Before exercising the termination rights in Section 8.2, the Parties agreed to certain cure periods and rights. (§8.3)</p> <p>Effect of Termination. The obligations of the Parties under Articles IX (Indemnification), X (Development Fee) and XI (Miscellaneous) will survive the termination of the Agreement. (§8.4(a))</p> <p>UCFAH Right to Terminate. If the Agreement is terminated in accordance with Sections 8.2(b) (because Commencement has not occurred by the Outside Date) or 8.2(c) (because the Hospital has not commenced admitting patients by the Operations Commencement Date) during the design, development or construction phase of the Hospital, prior to final completion of construction and occupancy of the Hospital, UCFAH shall have the right, but not the obligation, to terminate all of the Transaction Documents and purchase all of HCA Sub's interest in the Joint Venture by paying HCA Sub an amount equal to (i) the amount that HCA Sub shall have expended for design, development, construction, equipping and start-up of the Hospital and (ii) if the Joint Venture shall have obtained the Hospital CON, the amount that HCA shall have expended to obtain the Hospital CON; provided that UCFAH's breach of the Agreement was not the primary cause of the termination of the Agreement under Sections 8.2(b) or 8.2(c). In addition, if UCFAH elects to terminate and unwind the Transaction Documents and pay HCA Sub the amounts described above, HCA Sub and Development Manager shall transfer to UCFAH any and all designs, Design Contracts, Construction Contracts, professional and other contracts, certificates, permits, approvals or development rights owned or held by HCA Sub or Development Manager relating to the design, development or construction of the Hospital. (§8.4(b))</p> <p>Non-Competition Termination. If the Agreement is terminated and the Joint Venture does not construct the Hospital or the Joint Venture is dissolved pursuant to the terms of the Operating Agreement, the provisions of Section 10.1 (Covenant Not to Compete) of the Operating Agreement shall terminate and cease to apply to the Members and their Affiliates effective as of the effective date of termination of the Agreement or dissolution of the Joint Venture. (§8.5)</p>
Indemnification (§9)	<p>Indemnification by Development Manager. The Development Manager shall provide certain indemnification to the Joint Venture, the Members, their Affiliates and the officers, directors, governing board members, trustees, employees, agents and contractors of the foregoing with respect to any claims arising out of the Agreement and resulting from the gross negligence or willful misconduct of the Development Manager within certain limitations. (§9.1)</p> <p>Indemnification by Joint Venture. The Joint Venture shall provide certain indemnification to the Development Manager, its Affiliates and the officers, directors, governing board members, trustees, employees, agents and contractors of each of the foregoing with respect to any claims or arising out of (a) the gross negligence or willful misconduct of Joint Venture or (b) any action taken by Development Manager within the scope of its duties and authority hereunder other than (i) actions taken in bad faith or (ii) acts or omissions that constitute gross negligence or willful misconduct. (§9.2)</p>

Development Fee (§10.1)	The Joint Venture shall pay the Development Manager a Development Fee equal to the fair market value of the services to be provided by Development Manager as determined by an appraiser who shall have been approved by both of the Members. The Development Fee shall be payable upon the commencement of the Hospital's operations. The Development Fee shall not be paid in cash, but rather shall be treated as a cost of the design, development, construction, equipping and commencement of operations of the Hospital for purposes of determining the amount of HCA Sub's "CON Capital Contribution" pursuant to the Operating Agreement.
Confidentiality (§11.17)	The Parties are bound by mutual confidentiality obligations.
Press Releases (§11.18)	The Parties may not issue any press releases without the prior written consent of the other Parties, except to the extent a Party is required to do so by applicable law.
Guarantees (§11.22)	<p>From and after the Approval Date, if at any time HCA Sub's net worth is less than \$500,000,000, HCA Sub shall cause an Affiliate of HCA Sub to guarantee the obligations of HCA Sub under the Agreement and the Operating Agreement. The combined net worth of HCA Sub and such guarantor shall be at least \$500,000,000. (§11.23(a))</p> <p>From and after the Approval Date, if at any time the Development Manager's net worth is less than \$500,000,000, the Development Manager shall cause an Affiliate of the Development Manager to guarantee the obligations of the Development Manager under the Agreement. The combined net worth of the Development Manager and such guarantor shall be at least \$500,000,000. (§11.23(b))</p>
Enforcement by Joint Venture (§11.23)	So long as UCFAH and its Affiliates own, in the aggregate, units representing the Minimum Sharing Percentage (as defined in the Operating Agreement), the members of the governing board of the Joint Venture elected or appointed by UCFAH (the "UCFAH Governors") shall have the right to determine if, when and how the Joint Venture takes any action to enforce the terms and provisions of the Agreement.

Attachment D

SUMMARY OF GROUND SUBLEASE

The following is a summary of some, but not all, of the material terms of the Ground Sublease (the "Ground Sublease")¹ by and between UCF Academic Health, Inc. (the "Landlord" or "UCFAH") and Central Florida Health Services, LLC (the "Tenant" or "Joint Venture"), dated _____, 2017. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the Ground Sublease.

Parties; Timing	The Ground Sublease for the Hospital/Medical Center will be entered into by UCFAH and the Joint Venture upon the attainment of P3 approval and CON approval.
Initial 50 Year Term and Extension of 49 Years (§1)	The Ground Sublease will have an initial term of 50 years with an option for a 49 year renewal term at the election of the Tenant. Tenant shall provide notice to Landlord of its election to extend the Ground Sublease at least 24 months prior to the expiration of the initial term. If Tenant does not elect to extend the Ground Sublease for another 49 year term, Landlord shall have the purchase right or sell right relating to its ownership interest in Tenant, as described below.
At Conclusion of the 49 Year Extension (§1)	24 months before the termination of the 49 year extension, the Landlord and the Tenant will have 120 days to negotiate a new ground sublease. If the parties are not able to negotiate a new ground sublease during this 120 day period, Landlord shall have the purchase right or sell right relating to its ownership interest in Tenant, as described below.
Landlord's Purchase and Sale Rights (§1.3)	<p>In the event, the Ground Sublease is not extended by Tenant at the end of the initial term of 50 years as described above or the Landlord and Tenant are unable to agree on a new ground sublease at the end of the 49 year extension as described above, Landlord will have the following purchase and sell rights.</p> <p><u>Purchase Right.</u> Landlord will have the right to notify HCA that HCA is required to sell HCA's interests in Tenant to Landlord, or Landlord's designee, at a purchase price equal to fair market value as determined by a qualified independent valuation firm. The closing for this transaction shall occur before the termination of the Ground Sublease.</p> <p><u>Sell Right.</u> In lieu of Landlord electing the above purchase right, Landlord may notify HCA that HCA is required to purchase Landlord's interest in Tenant at a purchase price equal to fair market value as determined by a qualified independent valuation firm. If Tenant purchases Landlord's interest under such circumstances, Tenant also shall enter into a new ground sublease with Landlord on the same terms as the initial Ground Sublease except the term shall be 50 years and rent shall be paid at a fair market value rate as determined by a qualified independent valuation firm. Alternatively, at its election, Tenant may sell the hospital or stop operating the hospital. In the event HCA elects to stop operating the hospital, Landlord shall take over the building (without payment) and may purchase the</p>

¹ Note to draft: This summary remains subject to revisions and updates based on the ongoing discussions of the parties.

	<p>fixtures, equipment and supplies at book value, and other assets of the joint venture will be liquidated in accordance with the Operating Agreement. If Tenant elects this option, neither Tenant nor Landlord would buy out the other entity's interest in Tenant and any remaining assets of Tenant would be liquidated. The closing for this transaction shall occur before the termination of the Ground Sublease.</p> <p>Both parties shall reasonably cooperate with each other to effectuate an orderly transition without jeopardizing patient care.</p>
Rent (§2)	No rent payments will be due during the initial 50 year term of the Ground Sublease; the value of such payments will be contributed by UCFAH as part of its capital contribution to the Joint Venture (with such valuation calculated on the basis of fair market value). Rent for the Ground Sublease for the 49 year renewal term shall be established at fair market value determined at that time.
Triple Net Lease (§2.8)	The Ground Sublease is a "triple net" lease and all costs, expenses, obligations, liabilities and other requirements for the use, operation and maintenance of the Property will be paid by Tenant.
Maintenance and Repair (§4)	Tenant at all times shall maintain the Property in a good state of appearance and repair and shall keep the Property in a safe and clean condition as required by all applicable governmental laws, codes and regulations, covenants and restrictions (including, without limitation, applicable Lake Nona covenants and restrictions).
Permitted Use (§5)	The Land shall be used and operated as an acute care hospital, and any uses ancillary or incidental to such use (consistent with such uses as defined and permitted in the Lake Nona restrictive covenants). Such use may include an emergency facility, outpatient services and physician practice building. The Land may not be used for any other use without the Landlord's prior written consent in its sole and absolute discretion.
Liens and Encumbrances (§6;20)	Tenant shall keep the Property (including the improvements) free and clear from all liens and encumbrances except for certain encumbrances required in the ordinary course of business (such as standard utility easements). The Hospital shall be constructed with cash and the Hospital and Land shall not be used as collateral for financing debt. Landlord shall be entitled to record a short form Ground Sublease, advising that that Landlord's interest in the Property shall not be subject to any lien arising from Tenant's construction of improvements on the Property under Florida law. The full faith and credit of UCF or UCFAH or the State shall not be pledged to secure financing.
Recapture (§3.2)	Landlord will have the right to terminate the lease and recapture the Land, if Tenant once the Hospital is open for business to the general public and accepting patients, ceases business operations for a period in excess of 365 consecutive days (other than for casualty, natural disaster, restoration or repair, or another event of force majeure) (a "go dark event"). If Landlord exercises its recapture right based on a "go dark event," Landlord must pay to Tenant an amount equal to the unamortized value of the completed improvements, with such payment due no later than one year after the lease termination date.

Taxes (§7)	Tenant will pay or cause to be paid all taxes, assessments and other governmental charges assessed against the Property.
Insurance and Indemnity (§§9; 10)	Tenant will have and maintain all customary liability, fire and casualty insurance coverages for the Property, in specified minimum amounts and with qualified insurers. Tenant may self-insure provided it has a tangible net worth of at least \$200,000,000 and satisfies certain certification requirements. Tenant will provide Landlord with an indemnity from all liabilities caused by or resulting from its failure to comply with the Ground Sublease, its failure to comply with legal requirements, and the condition, use or occupancy of the Property.
Assignment, Sublease and Right of First Offer (§12)	<p>While UCFAH is an owner of Tenant, Tenant may not assign the Ground Sublease or sublease all or any portion of the Property (greater than a certain percentage) without the prior written consent of the Landlord, which consent may be granted or withheld in Landlord's sole discretion. If UCFAH is no longer an owner of Tenant, HCA shall have the right under certain circumstances to assign or sublease the Property with Landlord's approval which shall be exercised in Landlord's reasonable discretion.</p> <p>Landlord shall have a right of first offer to purchase HCA's interest in the Property if HCA desires to sell the Property, except for the three years after Landlord has exercised a put right available to it under the Ground Sublease.</p>
Legal Requirements and Environmental (§§5; 23)	Tenant is obligated to comply with all applicable legal requirements, including, without limitation, applicable environmental laws and regulations. Tenant will be responsible for any contamination or other environmental issues during the term of the Hospital Lease.
Limitation of Landlord Liability (§25.18)	There is no personal liability on the part of the Landlord (or its affiliates), and Tenant shall look solely to the interest of the Landlord in the Property for the satisfaction of any remedy upon a breach or default by Landlord.
Remedies (§14.2)	Landlord shall have the right to bring all legal and equitable actions against the Tenant for breach of the Hospital Lease, except for eviction or any form of equitable relief which would interrupt Tenant's occupancy.
Contingencies (§24)	Tenant will have a 90 day inspection period in which to determine the condition and suitability of the Land; tenant may terminate the Ground Sublease during the inspection period if such inspections reveal a material adverse modification to Tenant's intended operation at the Hospital. Following the execution of the Ground Sublease, Tenant will have a 545-day permitting period to obtain all necessary governmental approvals for the construction and use of the Hospital (with the right to extend the permitting once for 90 days).

Attachment E

SUMMARY OF MANAGEMENT AGREEMENT

The following is a summary of some, but not all, of the material terms of the Management Agreement (the "Management Agreement")¹ by and between Central Florida Management Services, LLC (the "Manager") and Central Florida Health Services, LLC (the "Company"), dated _____, 2017. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the Agreement.

Manager	Upon the execution of the Ground Sublease, the Joint Venture and the Manager will enter into the Management Agreement.
Management Services; Management Fee (§§1; 3)	The Management Fee shall be 1% of net revenue of the Hospital. Additionally, the Manager shall be reimbursed for direct out-of-pocket expenses incurred in connection with the provision of services covered by the 1% of net revenue fee, but shall not be reimbursed for any of its indirect or overhead expenses. The following services are included in the Management Fee: Corporate and Division Leadership, Division Services, Accounting, Financial Reporting, Financial Planning, Development, Internal Audit, Capital Management, Real Estate Development, Ethics and Compliance, Education and Training, Human Resources, Compensation and Employee Benefits Consulting and Management Services, Treasury, Internal Legal, Quality Management, Insurance/Risk Management Consulting and Management Services, Tax Department, Reimbursement, Communications/Public Relations, Governmental Affairs, Investor Relations and Payor Contracting.
Term (§2)	The Term will continue until such date as Manager or an affiliate of Manager ceases to own an interest in the Company.
Affiliate Services (§§1; 3)	The Manager may enter into subcontracts and other arrangements needed for the Hospital with HCA affiliates. For goods, other products (e.g., certain insurance coverage) or services other than those described above under the heading "Management Services; Management Fee," the Joint Venture shall be charged on the same basis as other hospitals owned 100% by HCA for such services, except as otherwise required by law. Such matters shall initially include: Billing and Collections, Revenue Cycle Management, Supply Chain Services, Group Purchasing, Workforce Solutions, Compensation/Benefits, Health Information Management, Credentialing, IT&S and Insurance Premiums.
Delegation of Management of the Hospital (§1)	The Governing Board of the Joint Venture shall have full and complete discretion to manage and control the activities and affairs of the Hospital and Joint Venture and to make all decisions affecting the activities and affairs of the Hospital and Joint Venture. The Governing Board will delegate the day-to-day management and operations of the Hospital and the Joint Venture to the Manager which duties and responsibilities are defined in the Management Agreement.
Books; Records	The Manager shall caused to be maintained books of accounts on an accrual basis

<p>(§4)</p>	<p>in accordance with GAAP, shall furnish quarterly unaudited financial statements and shall cause annual audited financial statements to be prepared within 120 days after the end of each fiscal year at the Joint Venture’s expense. All such books of account shall belong to the Joint Venture. UCFAH shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from such books of account.</p>
<p>Reporting to Joint Venture Governing Board (§4)</p>	<p>The Manager shall provide financial and operational reports to the Joint Venture’s Governing Board at all Board meetings. The Manager also shall notify the Members of the Joint Venture in a timely manner of all governmental investigations, enforcement actions and notices alleging violations of legal requirements with respect to the Joint Venture or the Hospital.</p>
<p>Insurance (§8)</p>	<p>The Manager and the Joint Venture shall each have insurance coverages substantially equivalent to those maintained with respect to similarly situated hospitals owned and operated by the Manager’s affiliates.</p>
<p>Indemnification (§9)</p>	<p><u>Indemnification by the Joint Venture.</u> The Joint Venture shall provide certain indemnification to the Manager, its affiliates and owners and their respective officers, governors, directors, employees and agents for any “Loss” in connection with Manager’s provision of services to the Joint Venture, but excluding any Loss arising as a result of the gross negligence or willful misconduct of the Manager.</p> <p><u>Indemnification by the Manager.</u> The Manager shall provide certain indemnification to the Joint Venture, its members, managers, employees and agents for any “Loss” resulting from the gross negligence or willful misconduct of Manager.</p>

ITEM: INFO-1

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Gallup Presentation

DATE: March 16, 2017

PROPOSED COMMITTEE ACTION

For information only.

Supporting documentation: Attachment A: UCF Gallup Presentation

Prepared by: Helen Stubbs, Senior Consultant, Gallup

Submitted by: Julie C. Stroh, Senior Associate Vice President for Alumni Engagement
and Annual Giving

GALLUP®

University of Central Florida 2016 Alumni Survey

Undergraduate Alumni Survey Results

What Are We Measuring?

Gallup's Global Measures and
National Findings from the Gallup-Purdue Index

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Defining a “Good Life”: Gallup’s Global Well-Being Research



Gallup has conducted decades of global research surveying a representative sample of 99% of the world’s population from 160 countries.

Well-being is associated with numerous positive health and employment outcomes: Medical and health expenditures, ER visits, absenteeism, etc.

Factor analysis identified five interrelated and interdependent elements of well-being:

-  **Purpose**
Liking what you do each day and being motivated to achieve your goals
-  **Social**
Having supportive relationships and love in your life
-  **Financial**
Managing your economic life to reduce stress and increase security
-  **Community**
Liking where you live, feeling safe and having pride in your community
-  **Physical**
Having good health and enough energy to get things done daily

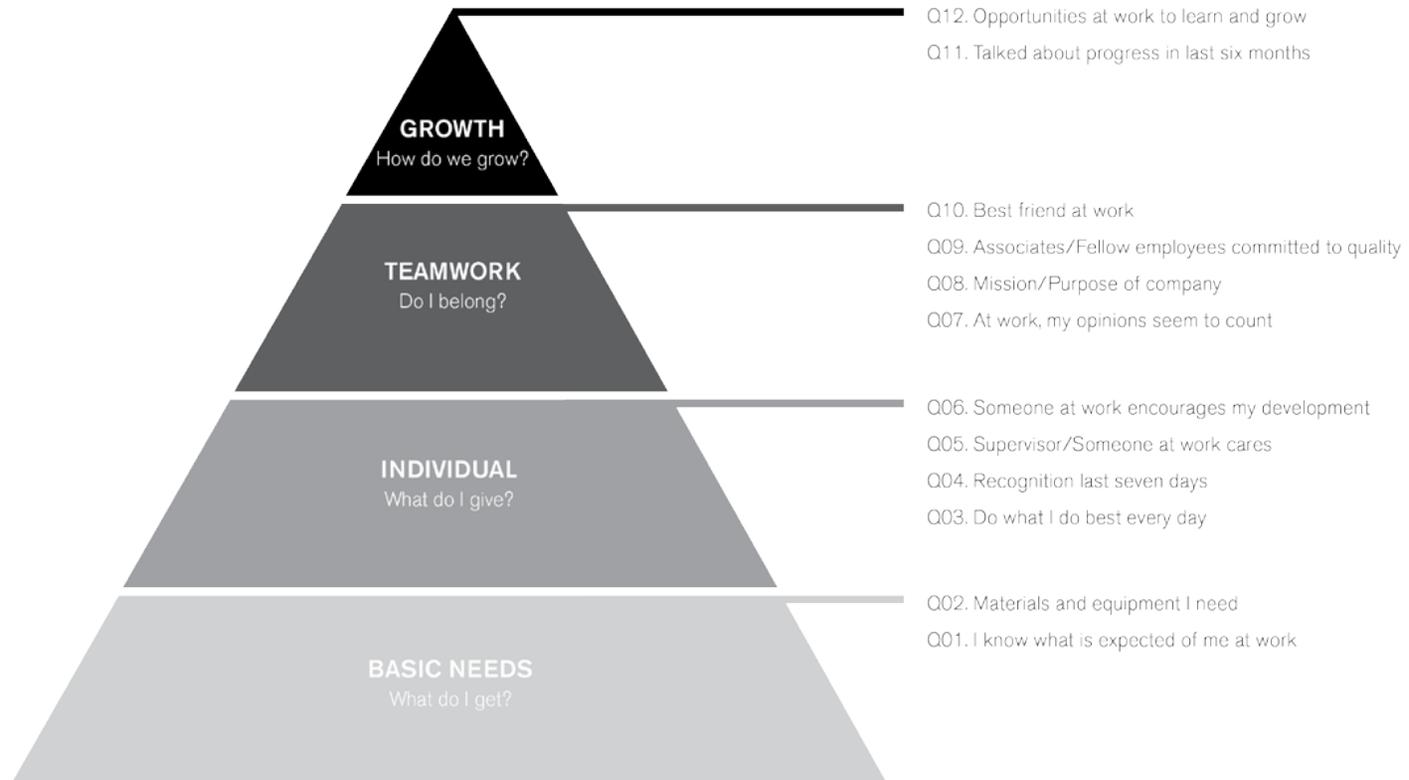


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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

What Does a “Great Job” Look Like?



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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

If graduates strongly agree they were “emotionally supported” during college, the odds that they are engaged in their work and thriving in their overall well-being double.



GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

It's How You Do It: Emotional Support

Findings from the national Gallup-Purdue Index highlight the importance of emotionally supportive relationships for undergraduate students:

“At least one professor who made me excited about learning”	64%
“Professors cared about me as a person”	27%
“A mentor who encouraged my goals and dreams”	22%

14%
of all graduates nationally
experienced all three

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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Graduates who had “experiential and deep learning” have a higher likelihood of being engaged in their work, and more are thriving.



GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

It's How You Do It: Experiential Learning

Findings from the national Gallup-Purdue Index highlight the importance of deep and experiential learning opportunities for students:

“Long-term project taking a semester or more to complete”	32%
“Internship or job where applied learning”	30%
“Extremely involved in extracurricular activities and organizations”	20%

6%
of graduates nationally experienced
all three

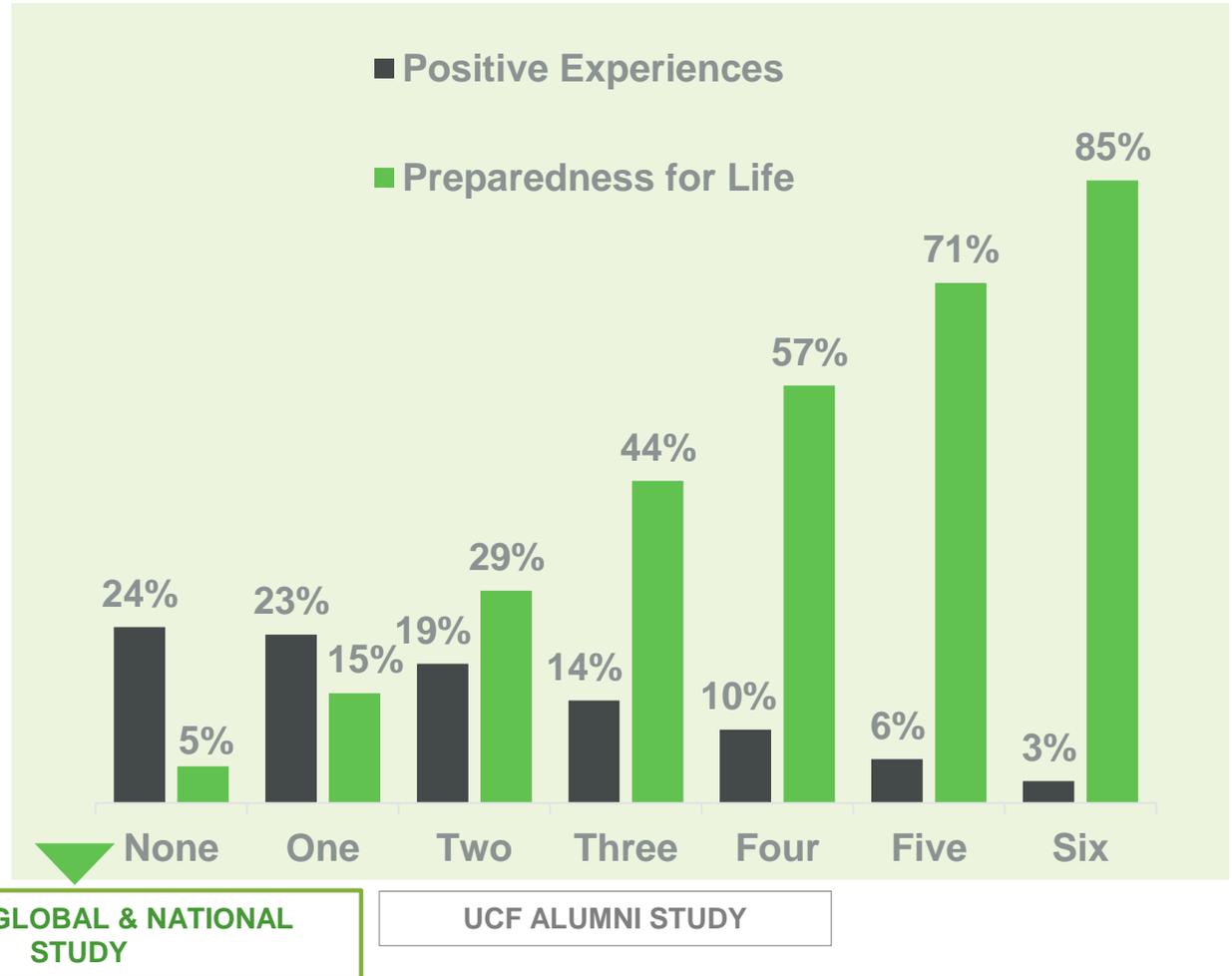
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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Critical College Experiences Prepare Students for Life After College

- Almost half (47%) of graduates from the national sample had zero or one of the six experiences in college.
- Only 3% from the national sample experienced all six.
- Among graduates who had none of the experiences, 5% strongly agree that their university prepared them well for life outside of college.
- 85% of graduates who had all six experiences strongly agree their university prepared them well for life outside of college.



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Only **20%** of grads have donated to their alma mater in the last 12 months, but those reporting career services was very helpful are more than two and a half times as likely to have donated.

2.6x



GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

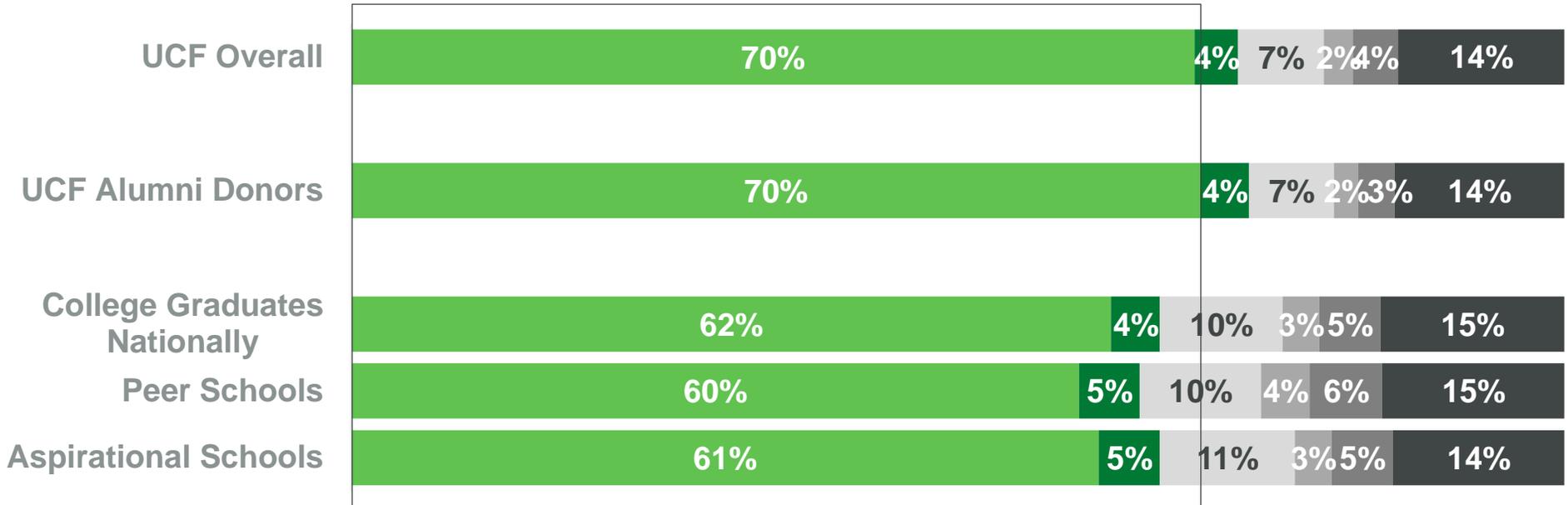
Examining UCF Alumni Outcomes

Great Jobs Among UCF Alumni

Employment and Employee Engagement Outcomes of UCF Graduates

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UCF Full-Time Employment Above National and Comparisons



- Employed Full Time (Employer)
- Employed Full Time (Self)
- Employed Part Time, Do Not Want Full Time
- Unemployed

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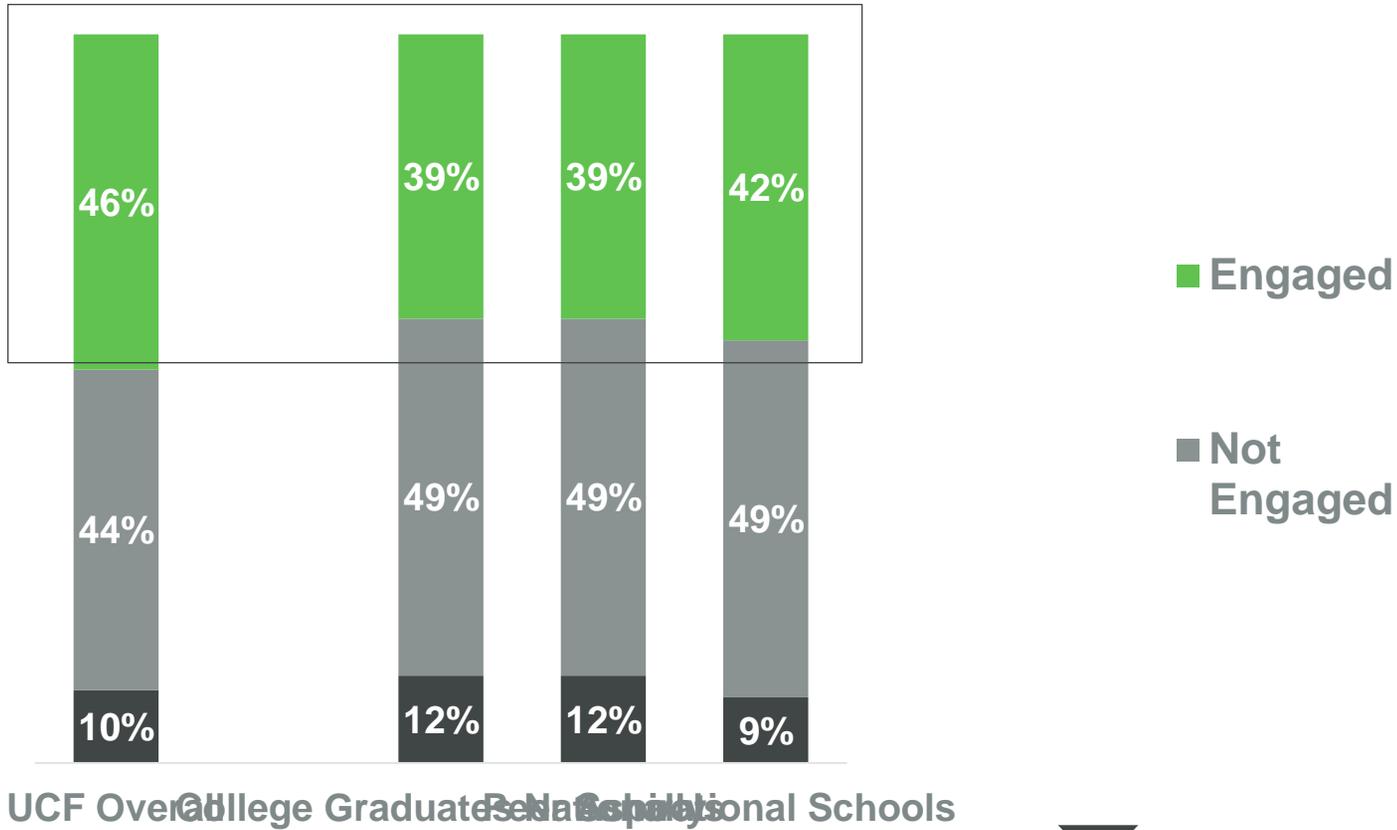


GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

UCF Alumni Workplace Engagement Stronger than National and Peers

UCF alumni have similar workplace engagement regardless of first-generation status, location or STEM major.



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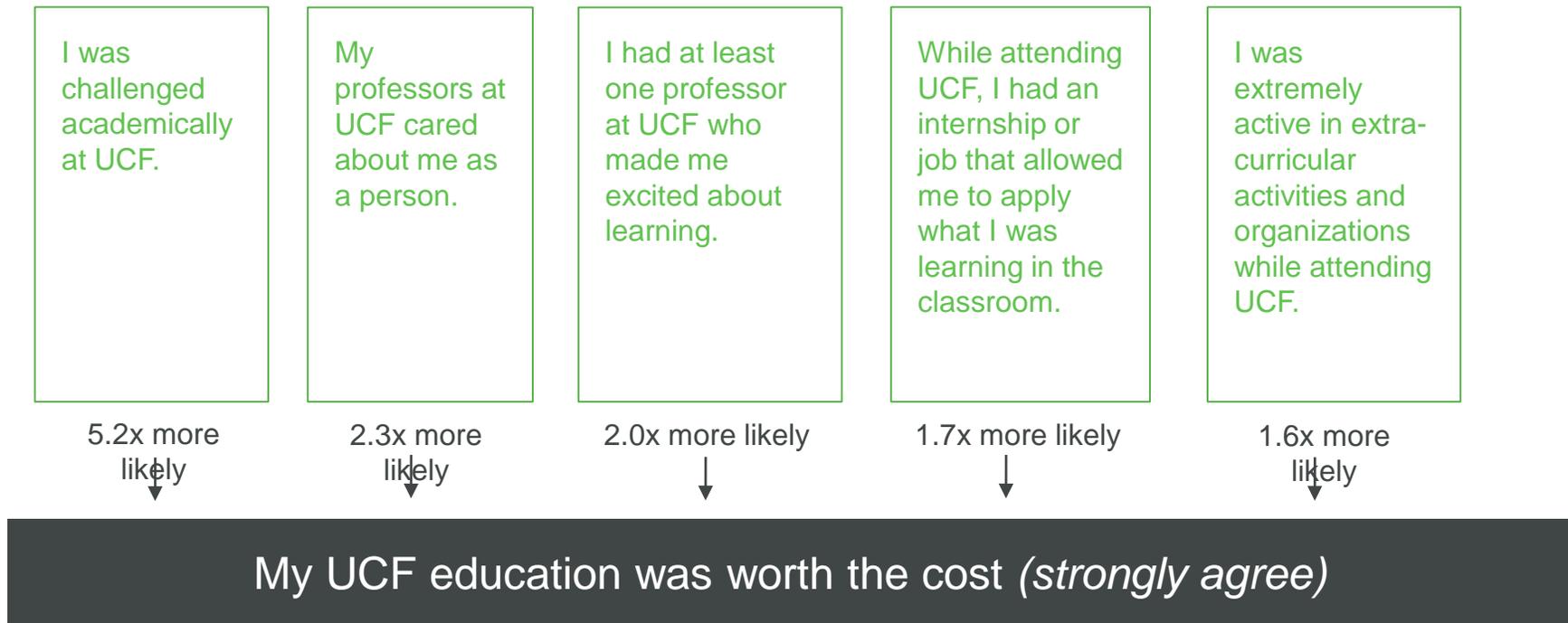
Great Experiences Among UCF Alumni

Reflections on Experiences While Students at UCF

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Drivers of Alumni Feeling UCF Education was Worth the Cost

Controlling for respondents' graduation year, whether they graduated with a STEM major and whether they had an undergraduate loan of \$10,000 or more, graduates who strongly agree:



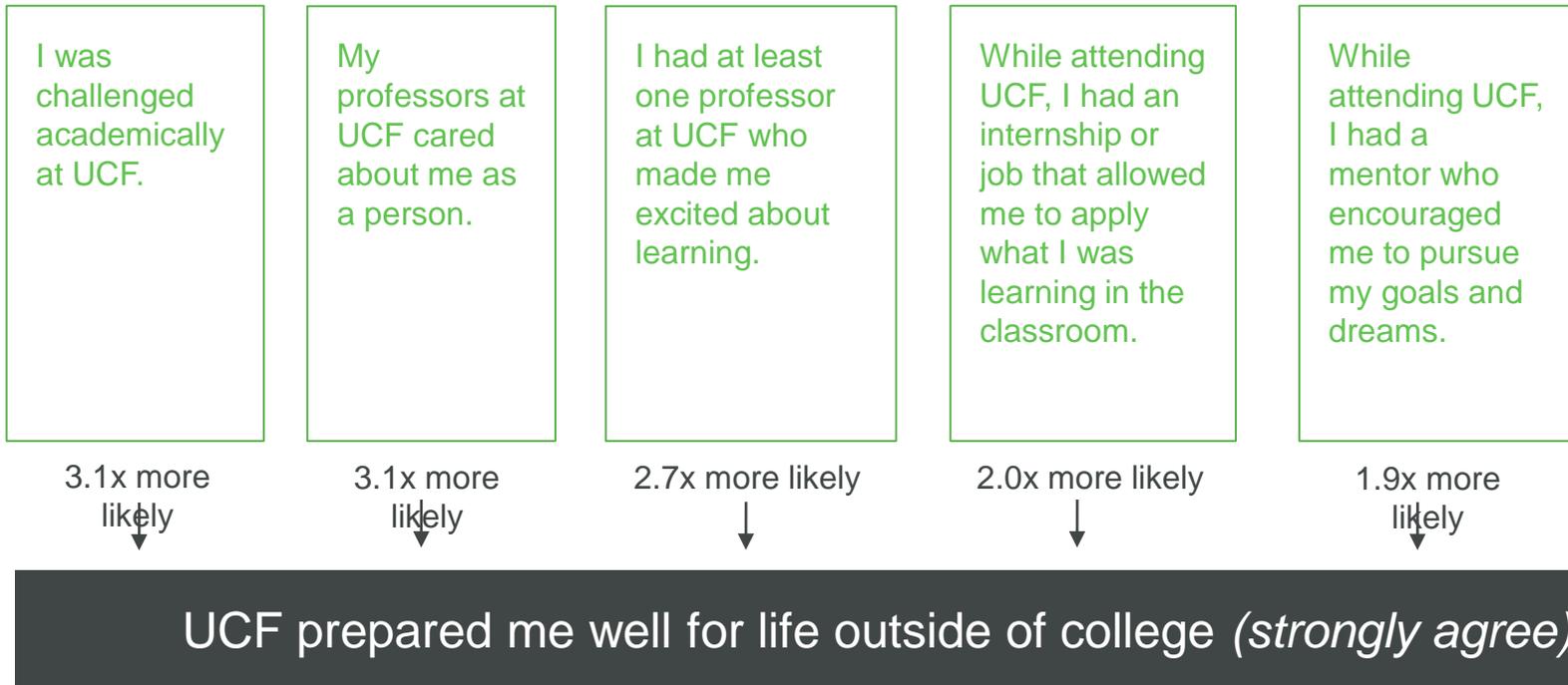
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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Drivers of Alumni Feeling UCF Prepared Them Well for Life After College

Controlling for respondents' graduation year, graduates who strongly agree:

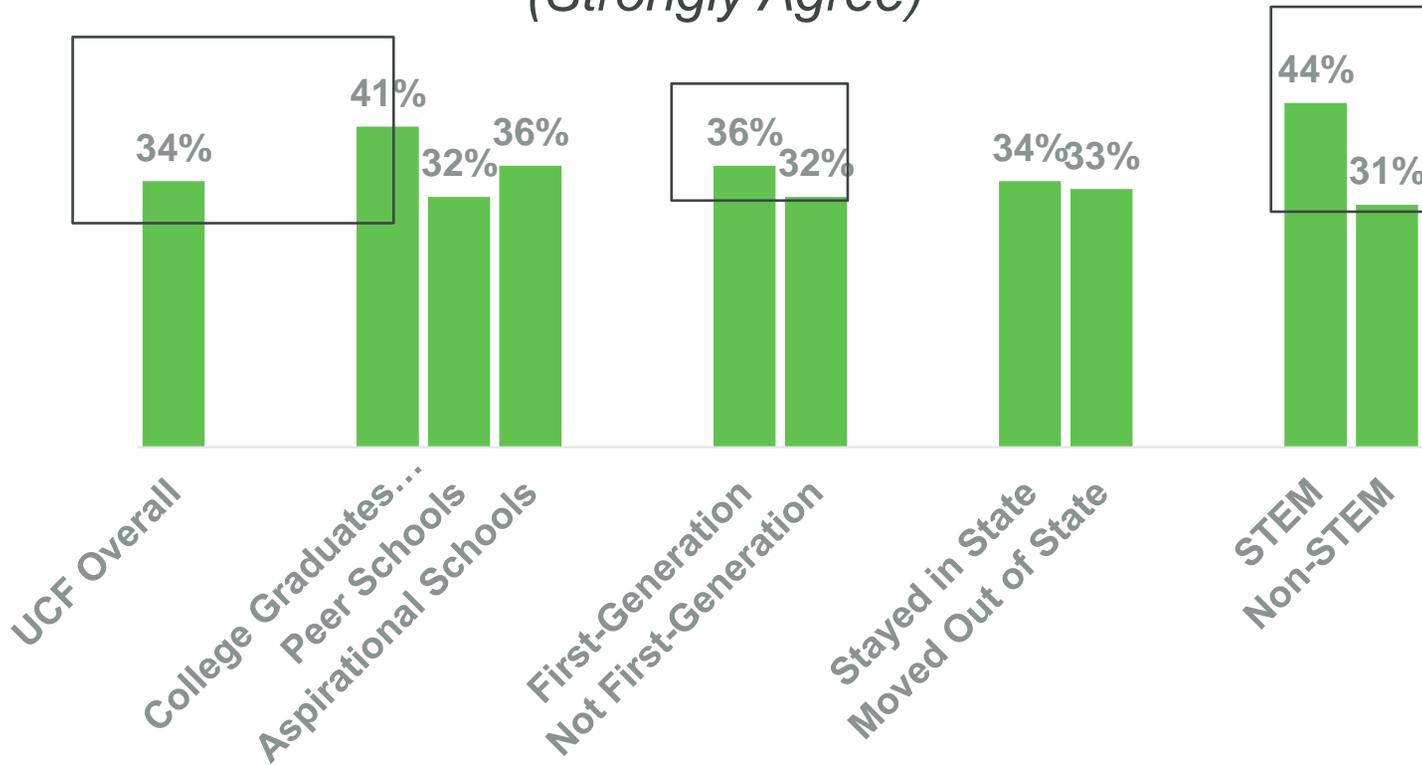


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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

I was challenged academically at UCF (Strongly Agree)



UCF alumni are as likely as those from aspirational and peer schools to strongly agree they were challenged academically, but less likely than graduates comprising the national average on this measure.

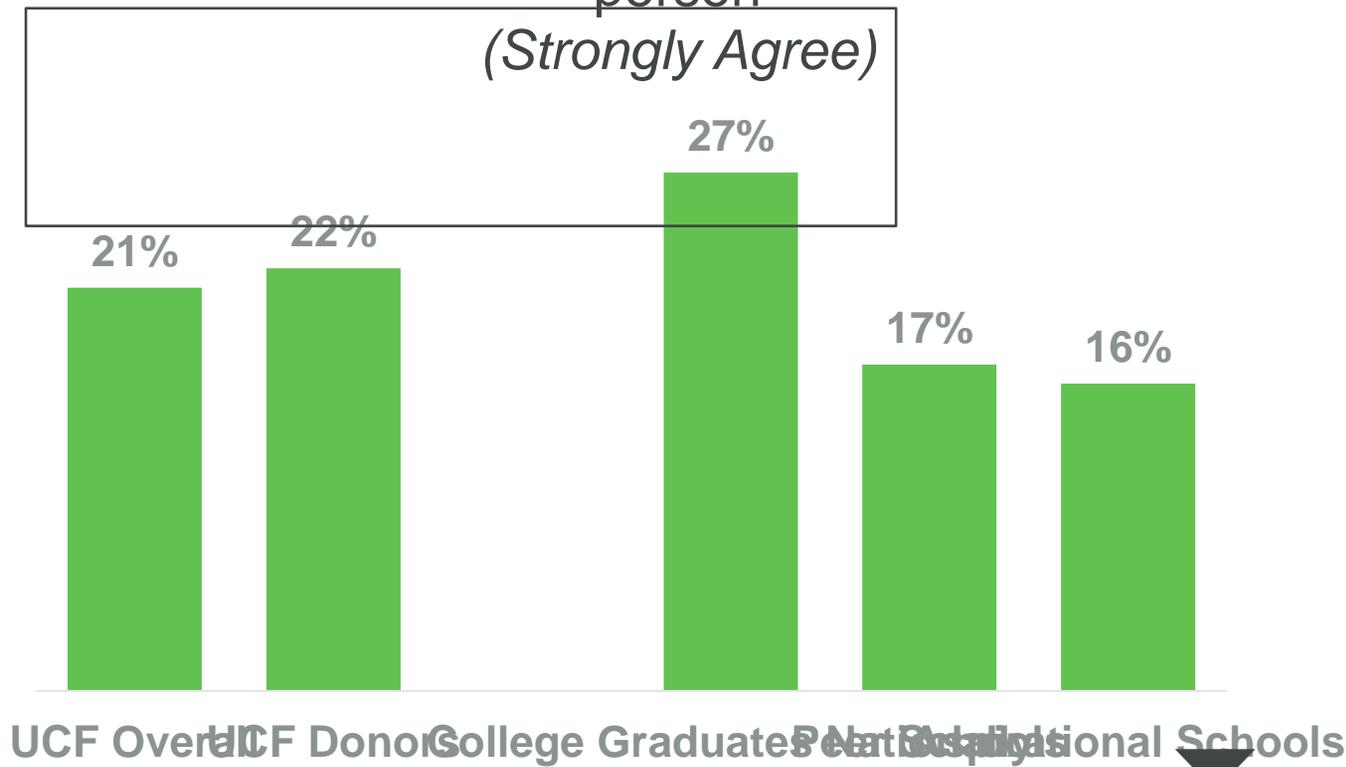
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Examining Faculty Support at UCF

My professors at UCF cared about me as a person

(Strongly Agree)



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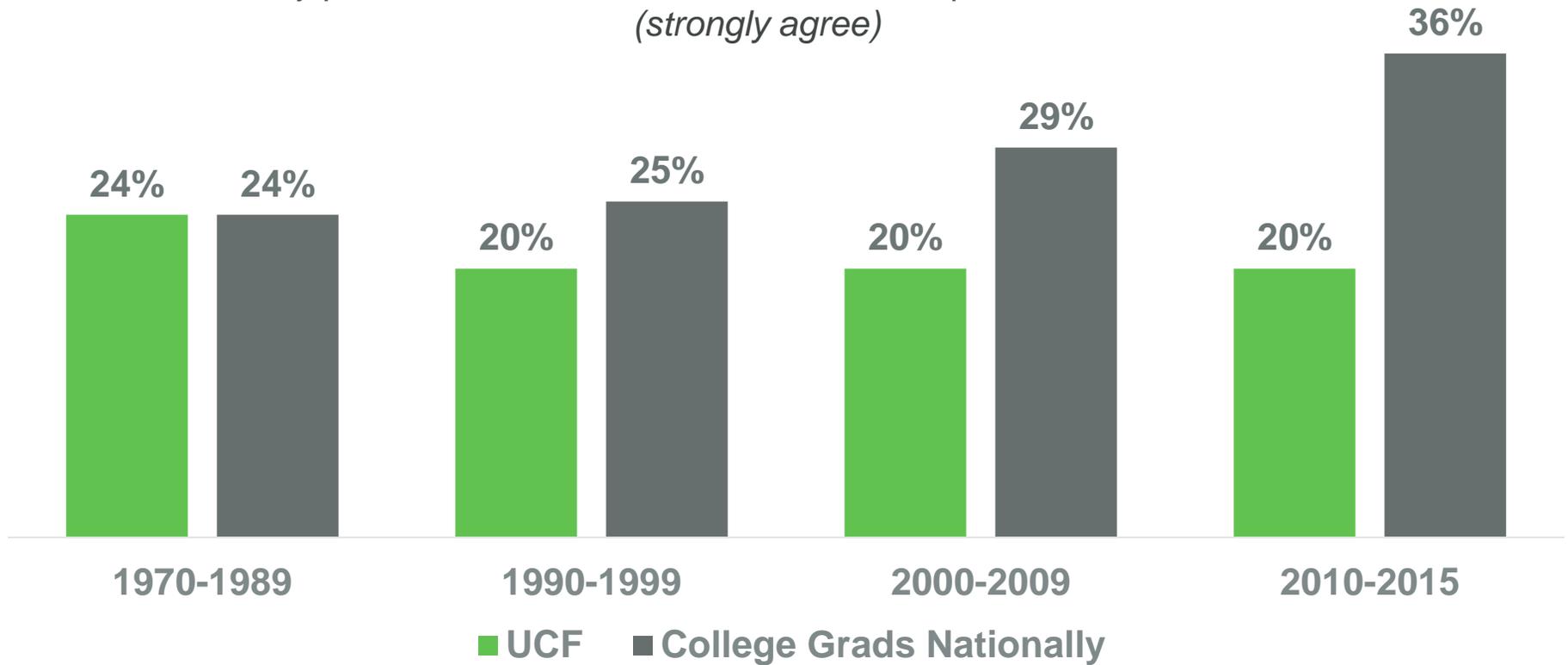
GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

UCF alumni are more likely to strongly agree they had a professor who cared about them compared to peer and aspirational alumni, but they are less likely than the national average on this measure.

Examining Faculty Who Care at UCF Across the Decades

My professors at UCF cared about me as a person vs. national
(strongly agree)



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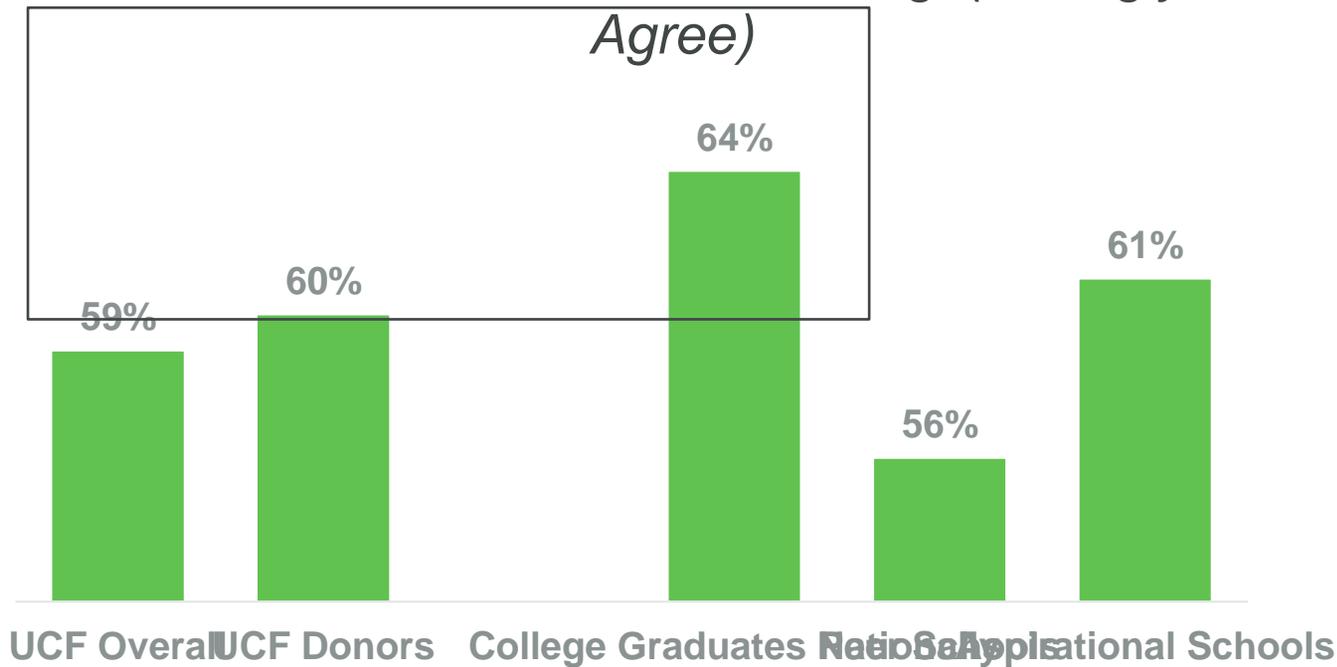
GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Examining Faculty Generating Excitement About Learning

I had at least one professor at UCF who made me excited about learning. (*Strongly*

Agree)



The proportion of UCF alumni who strongly agree they had a professor who made them excited about learning is comparable to that of peer and aspirational schools, but lower than the national average.

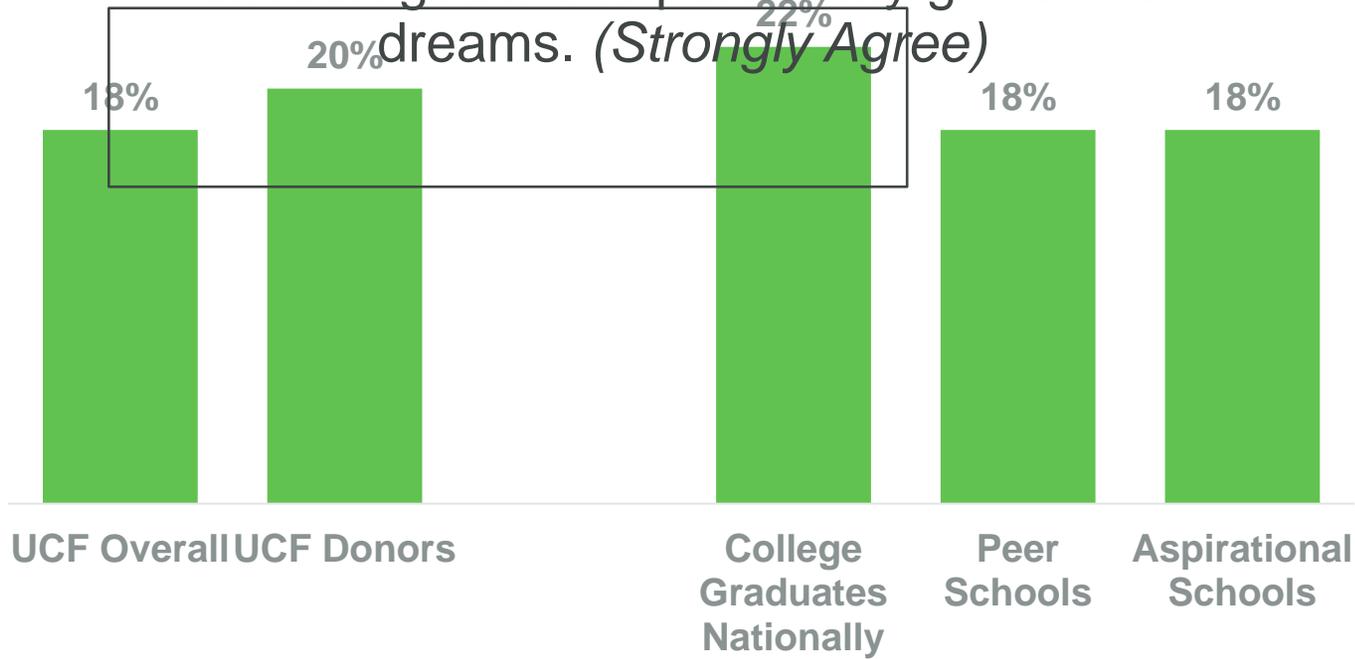
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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Mentorship on Par with Comparisons, Lower vs. National

While attending UCF, I had a mentor who encouraged me to pursue my goals and dreams. (*Strongly Agree*)



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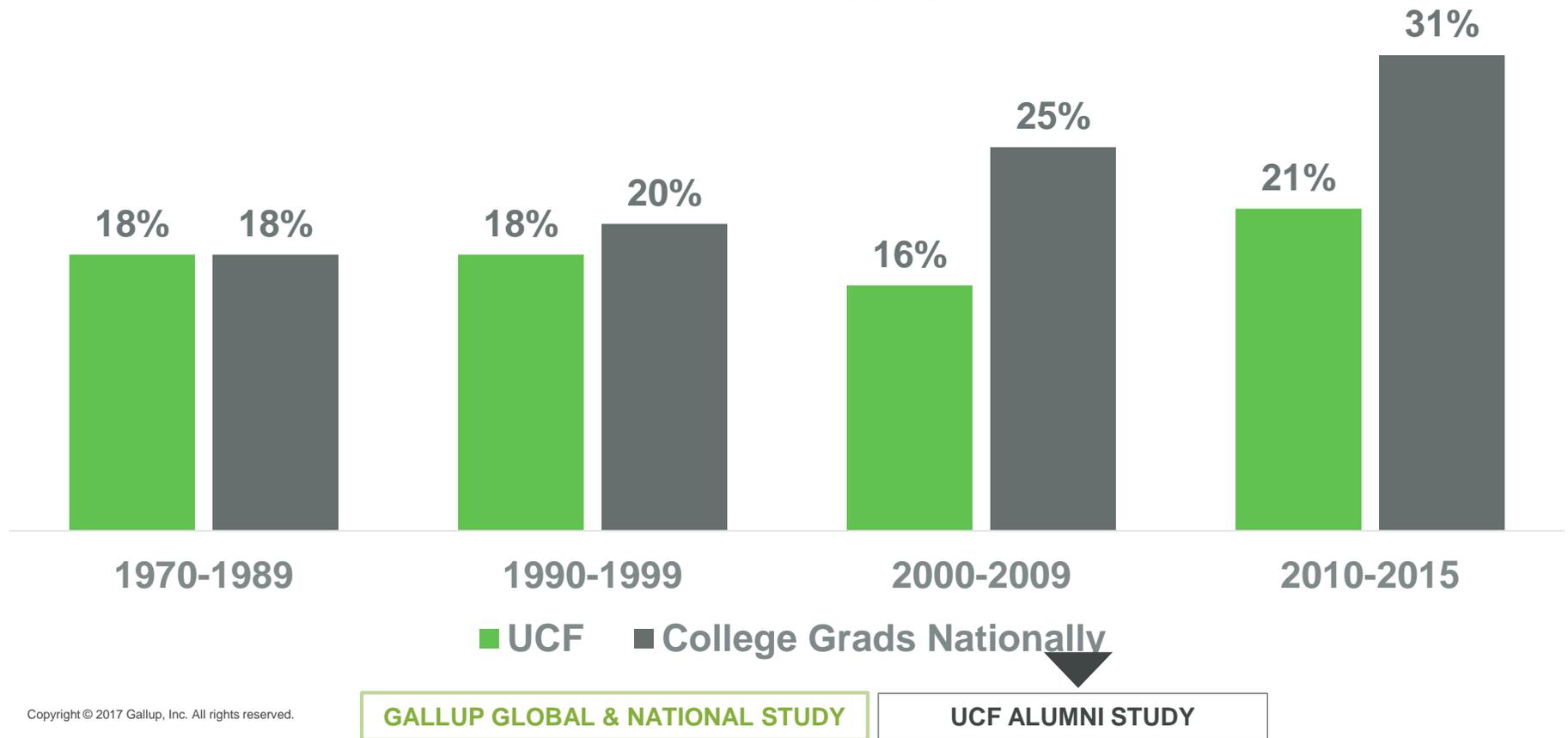
GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

UCF alumni are as likely as those from peer and aspirational institutions to strongly agree they had a mentor who encouraged them to pursue their goals and dreams.

Examining Mentorship at UCF Across the Decades

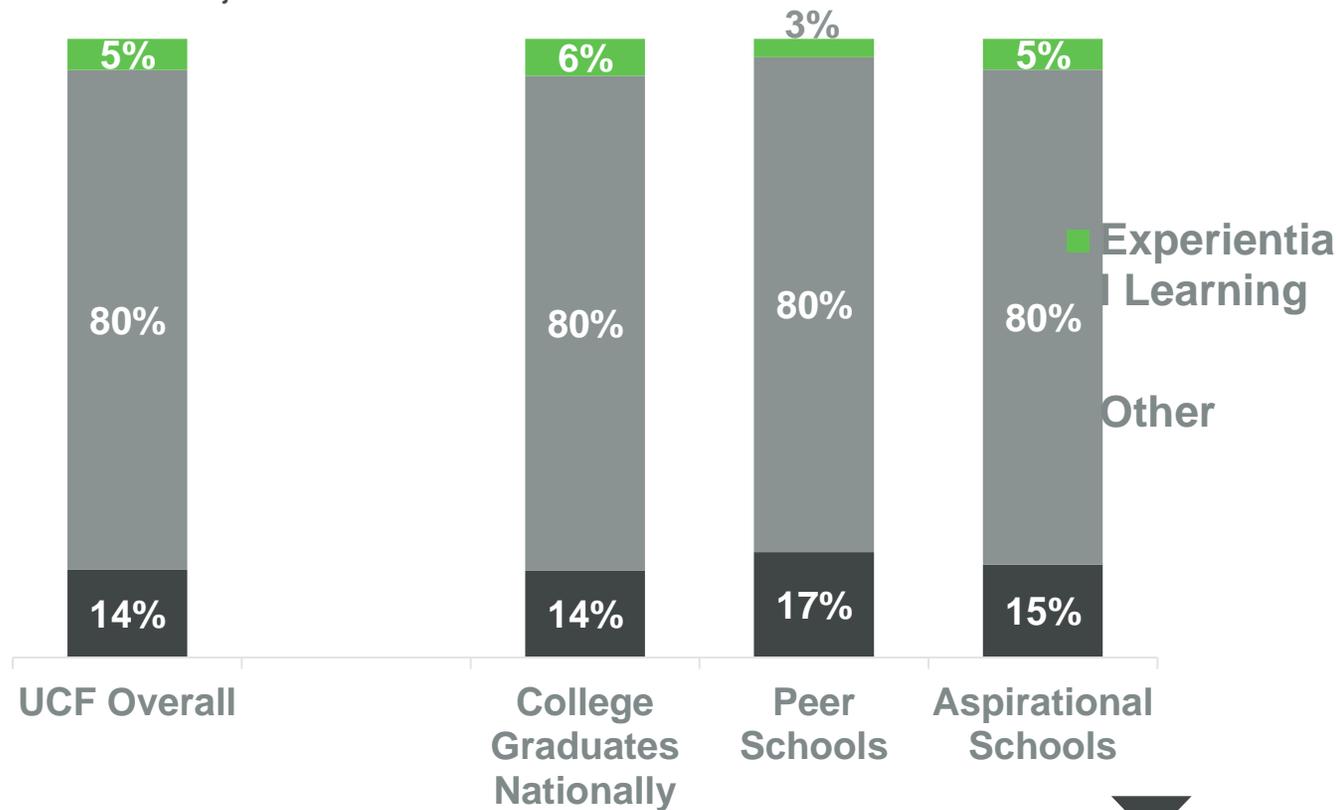
While attending UCF, I had a mentor who encouraged me to pursue my goals and dreams vs. national (*strongly agree*)



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UCF Experiential Learning Similar to Comparisons

No difference in experiential learning among UCF alumni with respect to first-generation status, location or STEM major.



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UCF ALUMNI STUDY

...have had an internship or job that allowed me to apply what I was learning in the classroom.”

“While attending UCF, I have worked on a project that took a semester or more to complete.”

“I am extremely active in extracurricular

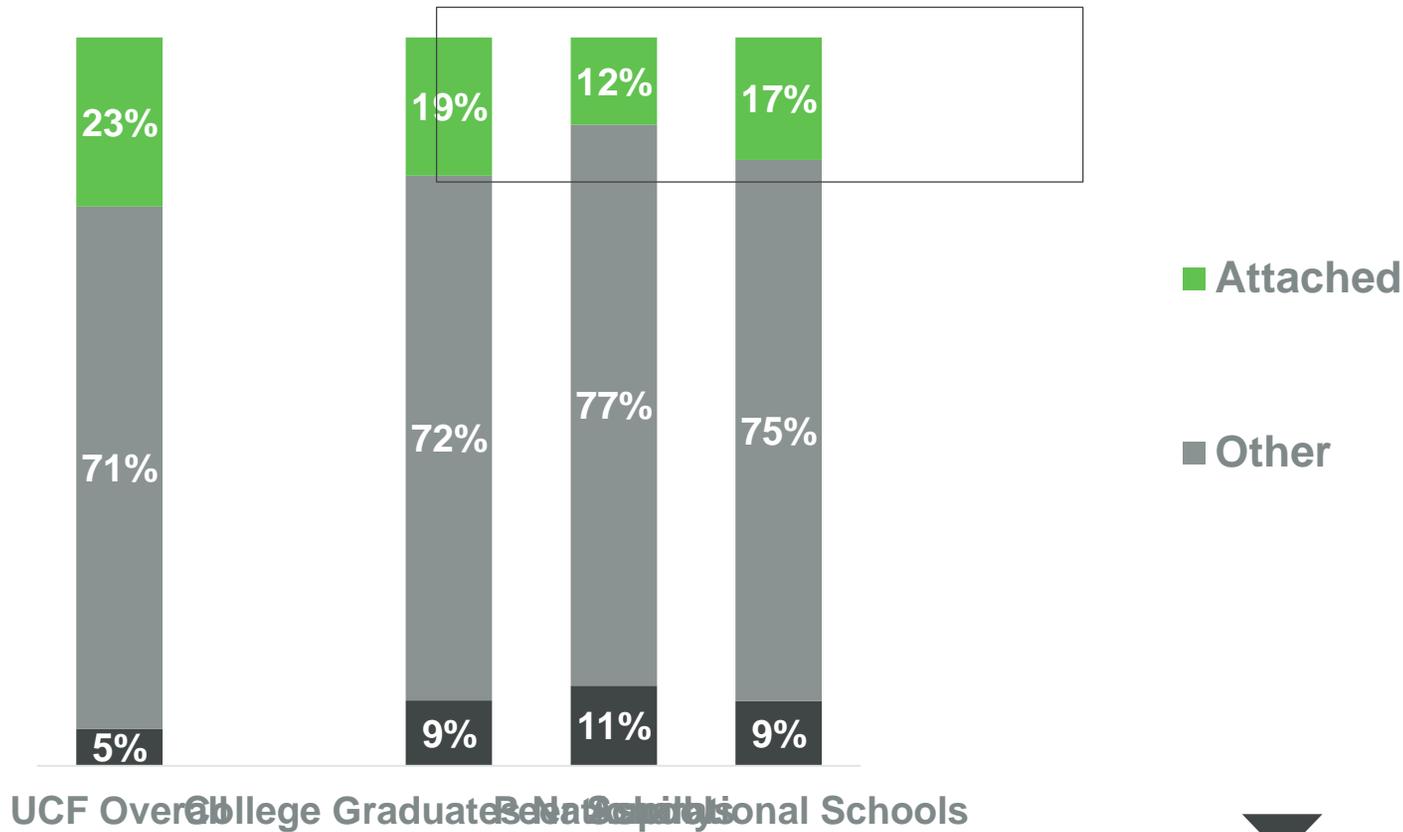
Alumni Attachment at UCF

Emotional Connection Among UCF Alumni to Alma Mater

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Harnessing the power of scale.

Alumni Attachment at UCF Higher Than National Average



“I can't imagine a world without University of Central Florida.”

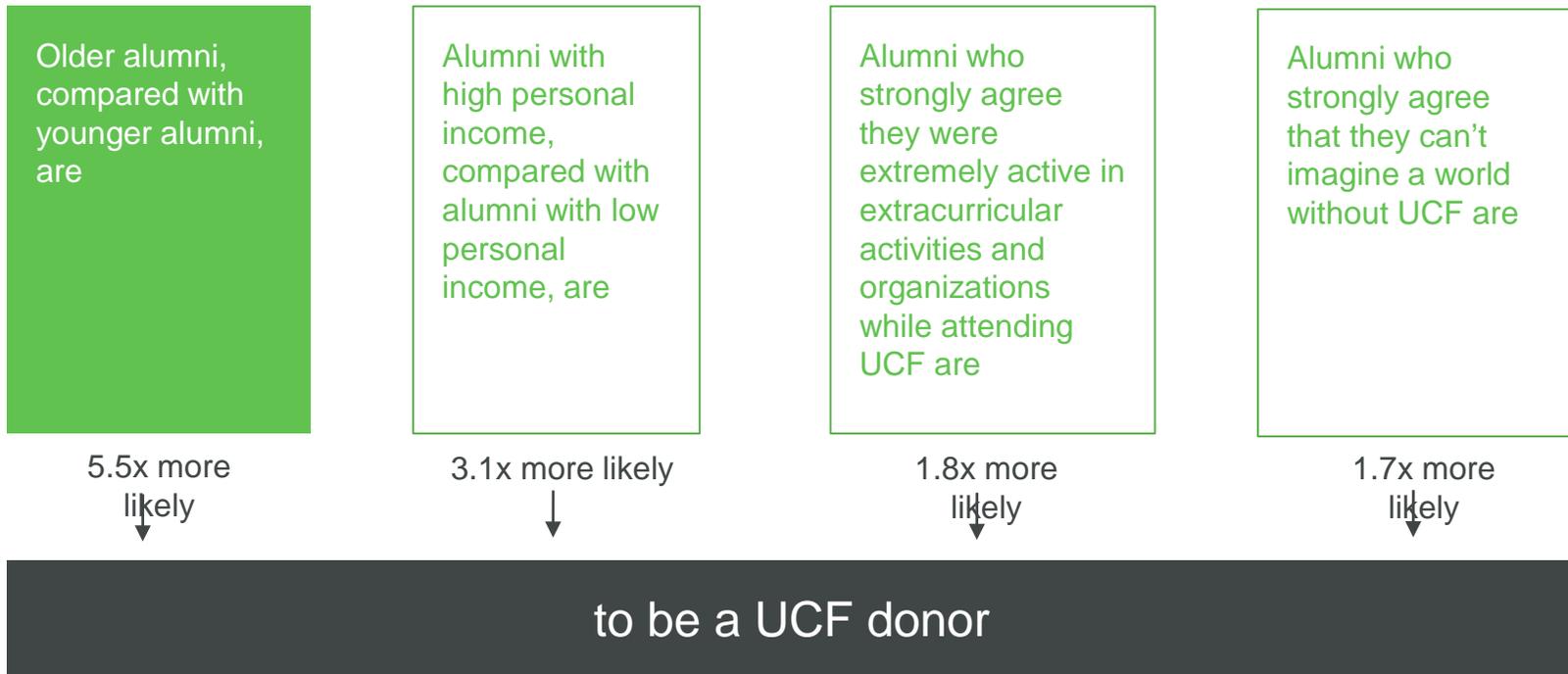
“University of Central Florida was the perfect school for people like me.”

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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Drivers of Donation Among UCF Alumni



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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Summary and Future Opportunities

Support experiences below the national average, diverging more in recent years. Experiential learning on par with comparisons. Support, experiential learning and academic challenge associated with important long-term outcomes and perceptions of value among UCF graduates.

UCF alumni are more likely to be employed full-time for an employer, and among those, to be engaged in their work.

Alumni attachment to UCF is higher than comparison groups, supporting donor status and connection to UCF.

UCF is discussing applying Gallup research to performance indicators in UCF's Strategic Plan to measure and assess improvement and movement in key areas.

UCF Alumni are thriving in their well-being, largely driven by high-impact practices and academic challenge. Purpose well-being is particularly high.

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Methodology

▪ University of Central Florida Alumni Study

- Results for the University of Central Florida study are based on web surveys conducted from Apr. 25-May 24, 2016 with a sample of 9,103 undergraduate alumni.
- Alumni were included in the study if the University of Central Florida had an email address on file and the alumni graduated between 1970-2015.
- 100,149 alumni email addresses were provided by the University of Central Florida.

▪ Gallup-Purdue Index

- Results for the Gallup-Purdue Index, the study used for comparison purposes, are based on web surveys conducted Feb. 4–March 7, 2014 and Dec. 16, 2014–June 29, 2015, with a random sample of 29,560 respondents and 30,151 respondents, respectively, with a bachelor's degree or higher, aged 18 and older, with internet access, living in all 50 U.S. states and the District of Columbia.
- Sample is weighted to correct for unequal selection probability and nonresponse. The data are weighted to match national demographics of gender, age, race Hispanic ethnicity, education and region.

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Appendix

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Six Critical Experiences in Undergraduate Life: National Findings

Graduates from the national GPI sample who strongly agree with having experienced the following had increased odds of lifelong well-being and workplace engagement:

Emotional Support

Having a professor who cares about you	→	1.7X Workplace Engagement 1.4X Well-Being
Having a professor who makes you excited about learning	→	1.7X Workplace Engagement 1.4X Well-Being
Having a mentor who encourages your goals and dreams	→	1.9X Workplace Engagement 1.4X Well-Being

Experiential Learning

Having an internship or job that applies what you're learning in class	→	1.8X Workplace Engagement 1.3X Well-Being
Working on a project that takes a semester or more to complete	→	1.7X Workplace Engagement 1.2X Well-Being
Being extremely active in extracurricular activities and organizations	→	1.6X Workplace Engagement 1.2X Well-Being

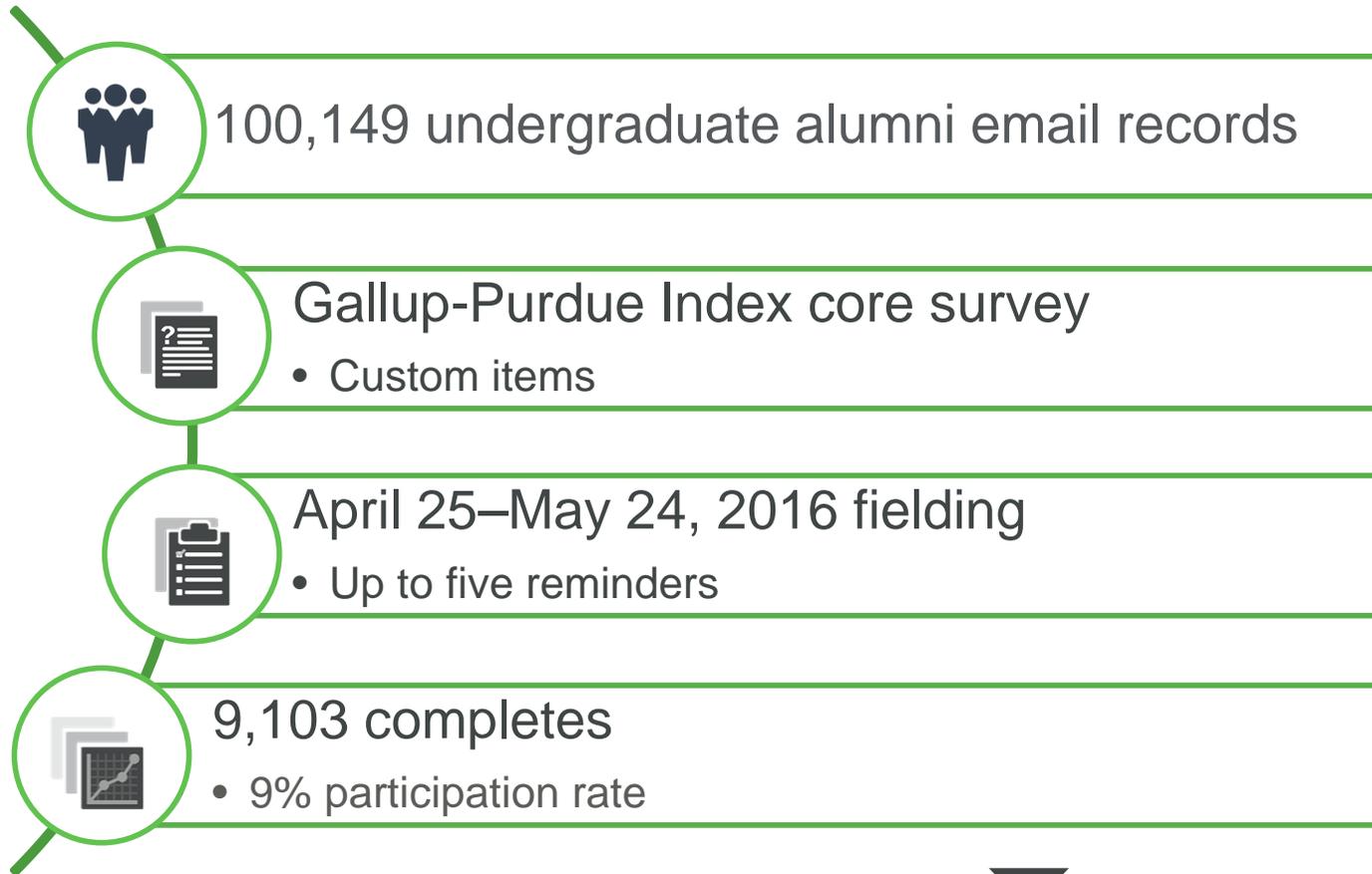


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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Study of UCF Alumni



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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Comparison Groups for UCF Alumni

College Graduates Nationally (Gallup Purdue Index – National)

- Received their degrees from 1970 to 2015
- Received their bachelor's degree from a Title IV degree-granting four-year public, private, for-profit or not-for-profit institution in the U.S. as defined by the U.S. Department of Education

Peer Schools (14)

- Received their degrees from 1970 to 2015
- Florida Atlantic University, Florida International University, Georgia State University, Kent State University at Kent, Portland State University, San Diego State University, University of Akron Main Campus, University of Delaware, University of Houston, University of New Mexico - Main Campus, The University of Texas at Arlington, University of North Carolina at Charlotte, University of South Florida - Main Campus, Virginia Commonwealth University

Aspirational Schools (8)

- Received their degrees from 1970 to 2015
- Auburn University, Arizona State University - Tempe, North Carolina State University at Raleigh, Oregon State University, University of Cincinnati - Main Campus, University of Colorado - Boulder, University of Nebraska - Lincoln, University of South Carolina - Columbia

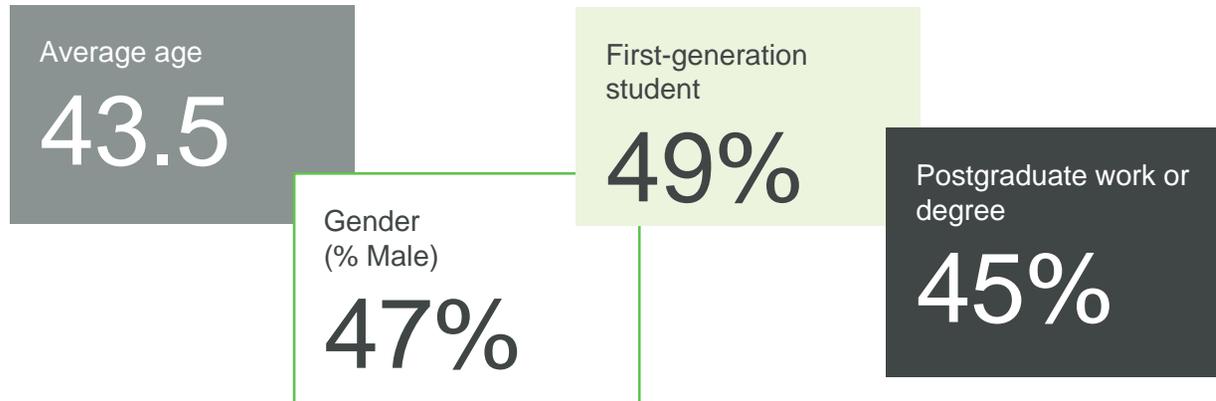
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**GALLUP GLOBAL & NATIONAL
STUDY**

UCF ALUMNI STUDY

Demographics of UCF Survey Respondents

UCF Alumni (1970-2015 graduates)



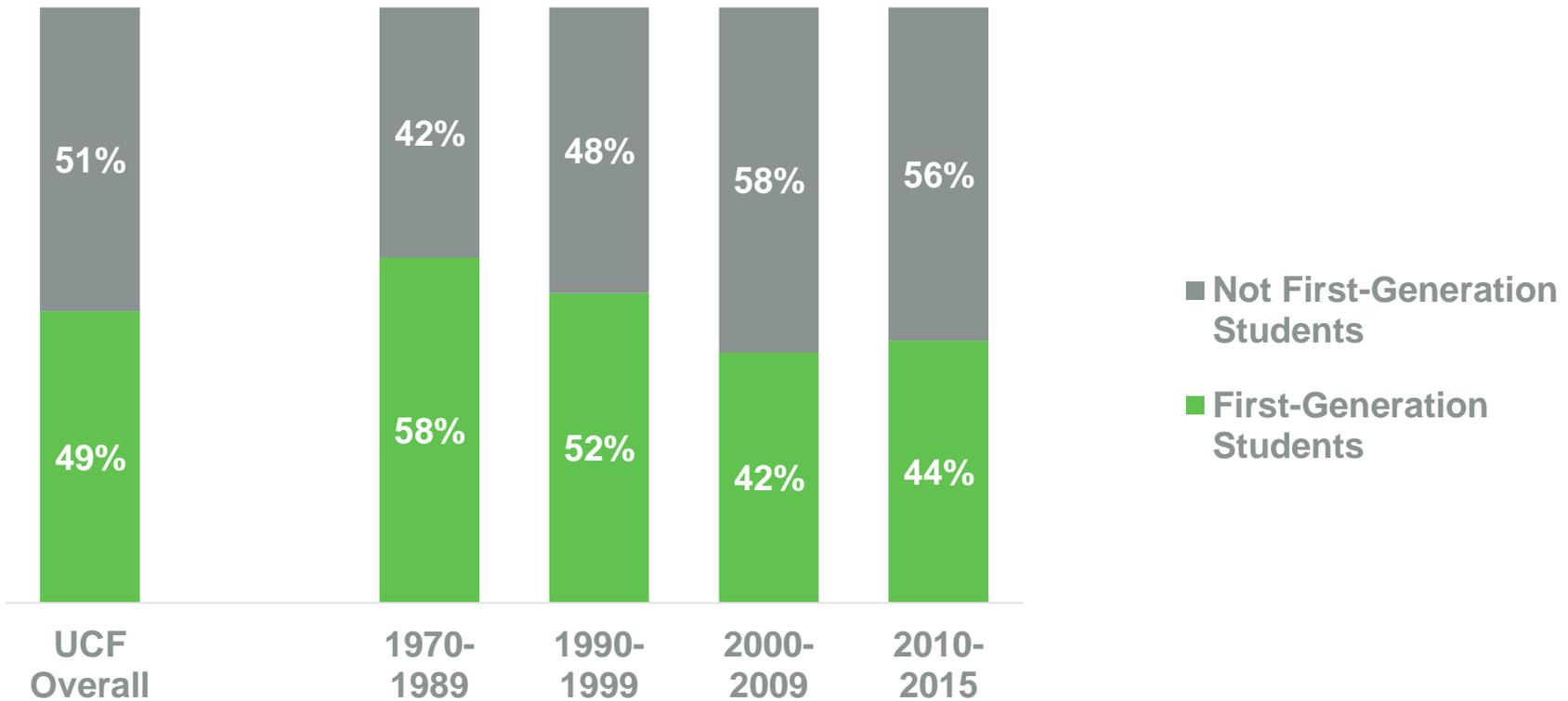
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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Composition of UCF Survey Respondents: First-Generation Status

Percentage of first-generation students vs. not first-generation students.

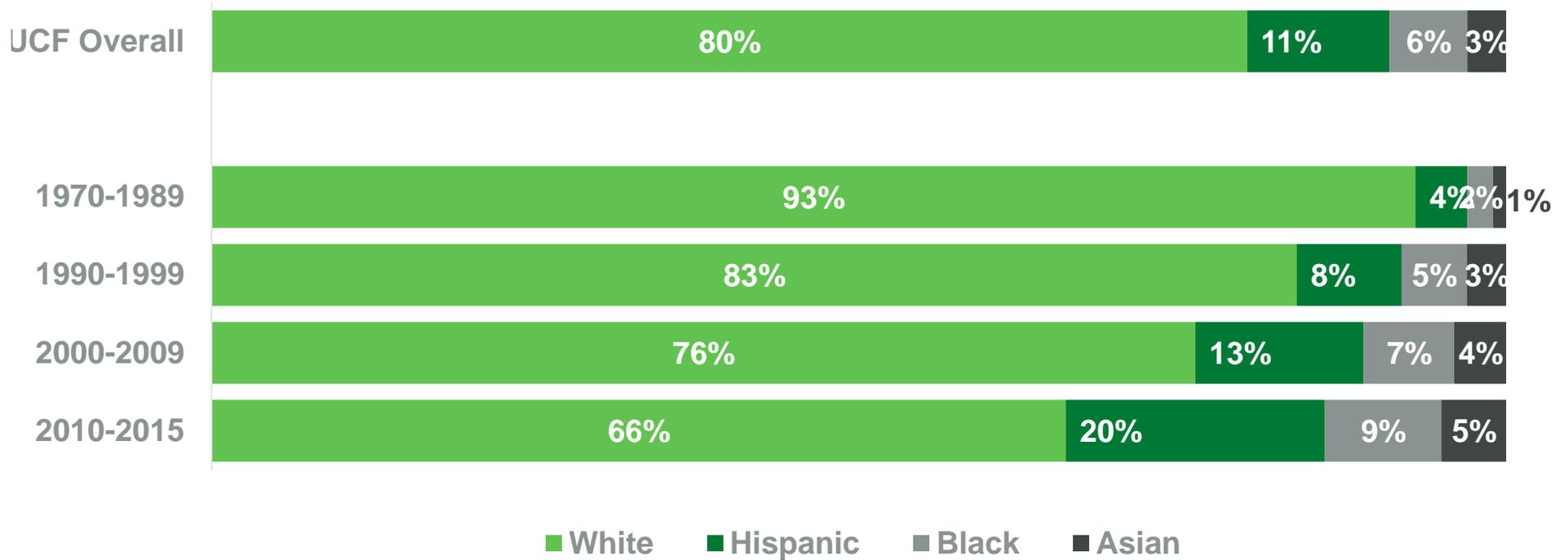


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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY

Composition of UCF Survey Respondents: Race and Ethnicity

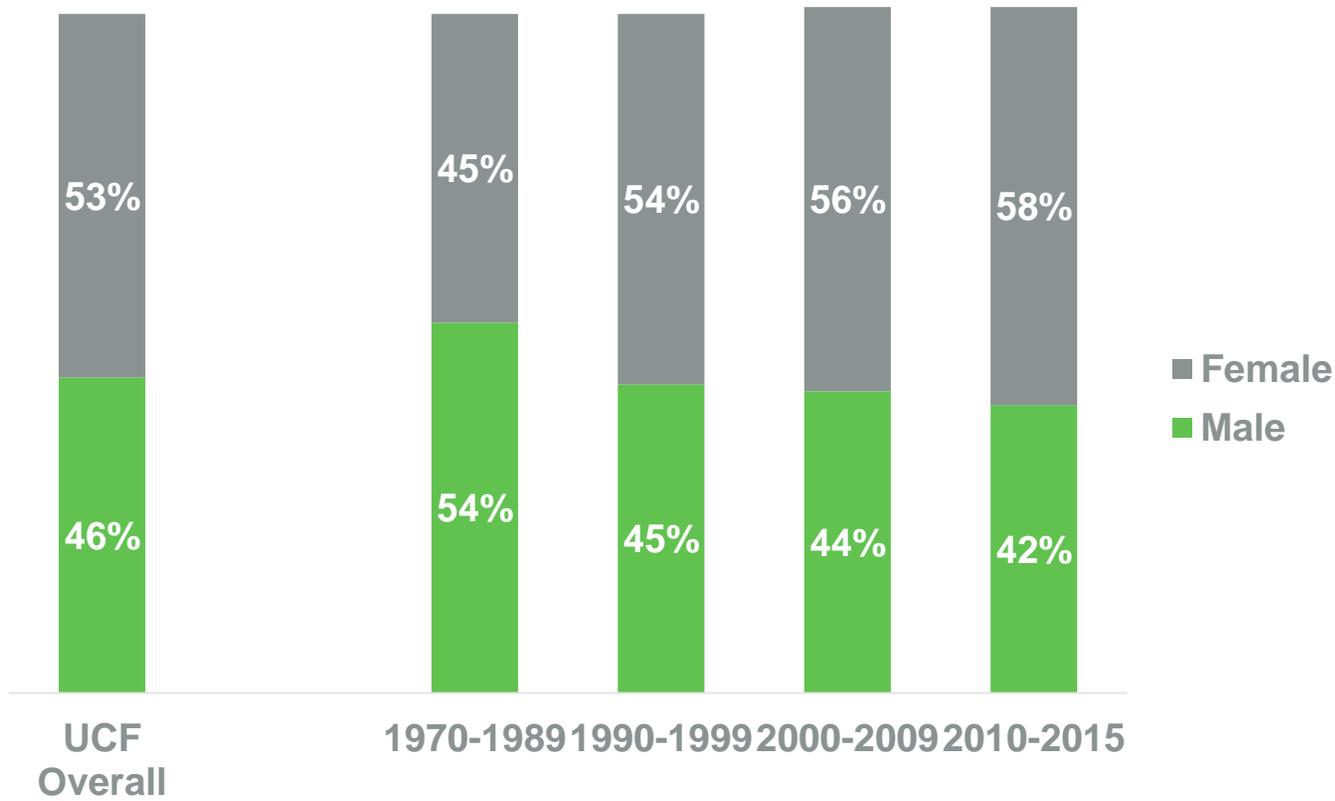


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GALLUP GLOBAL & NATIONAL STUDY

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Composition of UCF Survey Respondents: Gender



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UCF ALUMNI STUDY



UCF STEM Majors

- Aerospace/Aeronautical/Astronautical Engineering
- Animal Biology (Zoology)
- Astronomy & Astrophysics
- Atmospheric Sciences
- Biochemistry/Biophysics
- Biological/Agricultural Engineering
- Biology (General)
- Biomedical Engineering
- Chemical Engineering
- Chemistry
- Civil Engineering
- Clinical Laboratory Science
- Computer Engineering
- Computer Science
- Computer/Management Information Systems
- Data Processing or Computer Programming
- Earth & Planetary Sciences
- Ecology & Evolutionary Biology
- Electrical Engineering
- Electronics
- Engineering Science/Engineering Physics
- Environmental Science
- Environmental/Environmental Health Engineering
- Health Technology
- Industrial/Manufacturing Engineering
- Kinesiology
- Marine Biology
- Marine Sciences
- Materials Engineering
- Mathematics/Statistics
- Mechanical Engineering
- Mechanics
- Microbiology
- Molecular, Cellular, & Developmental Biology
- Neurobiology/Neuroscience
- Nursing
- Pharmacy
- Physics
- Plant Biology (Botany)
- Robotics Engineering

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GALLUP GLOBAL & NATIONAL STUDY

UCF ALUMNI STUDY



ITEM: ADV-1

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

SUBJECT: Naming of the John Euliano Park

DATE: March 16, 2017

PROPOSED COMMITTEE ACTION

Approve naming the baseball stadium as the John Euliano Park. The naming is requested in recognition of the contributions by John David Euliano to the University of Central Florida.

BACKGROUND INFORMATION

On August 19, 2016, John David Euliano made a charitable commitment of \$1.5 million to help fund the expansion and renovation of the University of Central Florida baseball stadium. Completion of the expansion and renovation is anticipated before the 2018 baseball season.

John Euliano has been a long-time supporter of the university, including most recently serving as Vice Chair of the University of Central Florida Foundation Board of Directors.

In recognition of John Euliano's contributions to the University of Central Florida, the Board of the Directors of the University of Central Florida Foundation recommends the University of Central Florida Board of Trustees name the existing baseball stadium, upon completion of the requisite pledge payments, the John Euliano Park.

Supporting documentation: Attachment A - 9.005 Naming of Buildings and Facilities

Prepared by: Jennifer Cerasa, Associate General Counsel, UCF Foundation

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

ATTACHMENT A

9.5 Naming of Buildings and Facilities

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

(a) The naming of any University Facility must be approved by the board of trustees as a noticed, non-consent agenda item.

(b) Non-gift related honorary naming of a University Facility should be reserved for individuals who have made significant contributions to the university or to the state of Florida or to the fields of education, government, science or human betterment and who are of recognized accomplishment and character. Honorary naming of a University Facility is not allowed for any active board member or employee of the Board of Governors or any active employee, student, or trustee of the university.

(c) Gift-related naming of a University Facility requires a donation which makes a significant contribution to the cost of the University Facility, or for an existing facility, significant improvements, both as established by the board of trustees’ policy. The limitations set forth in paragraph (b) are not applicable to gift-related naming of a University Facility.

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

ITEM: ADV-2

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

SUBJECT: Naming of the Garvy Center for Student-Athlete Nutrition

DATE: March 16, 2017

PROPOSED COMMITTEE ACTION

Approve naming the center for student-athlete nutrition the “Garvy Center for Student-Athlete Nutrition.” The naming is requested in recognition of contributions given by Robert J. and Carol Garvy to the University of Central Florida.

BACKGROUND INFORMATION

On December 22, 2016, Robert J. and Carol Garvy made a charitable contribution of \$1million to renovate the current UCF Football Recruiting Lounge, located at the Bright House Networks Stadium. The space will serve as a nutritional headquarters for student athletes.

Robert Garvy serves as Vice Chair of the UCF Board of Trustees and is a member of the UCF Athletics Association Board of Directors.

In recognition of Robert and Carol Garvy’s contributions to the University of Central Florida, the Board of the Directors of the University of Central Florida Foundation recommends the University of Central Florida Board of Trustees name the center for student-athlete nutrition in the Bright House Networks Stadium the Garvy Center for Student-Athlete Nutrition.

Supporting documentation: Attachment A - 9.005 Naming of Buildings and Facilities

Prepared by: Jennifer Cerasa, Associate General Counsel, UCF Foundation

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

ATTACHMENT A

9.5 Naming of Buildings and Facilities

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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: ADV-3

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

SUBJECT: Naming of the Dr. Phillips Academic Commons

DATE: March 16, 2017

PROPOSED COMMITTEE ACTION

Approve naming of the Dr. Phillips Academic Commons to honor Dr. Phillips. The naming is requested in recognition of the contributions by Dr. Phillips, Inc. to the University of Central Florida.

BACKGROUND INFORMATION

On February 23, 2016, Dr. Phillips, Inc. made a charitable commitment of \$7.5 million, including \$7 million towards construction of the UCF Downtown Campus Academic Building.

The Dr. Phillips commitment helped exceed the \$20 million community support milestone for the downtown campus.

Dr. Phillips has a long-standing partnership with UCF, including contributions to the College of Medicine, the College of Business Administration, and the Dr. P. Phillips School of Real Estate.

In recognition of Dr. Phillips contributions to the University of Central Florida, the university will name the new UCF Downtown Campus Academic Building in honor of Dr. Phillips.

Supporting documentation: Attachment A: 9.005 Naming of Buildings and Facilities

Prepared by: Jennifer Cerasa, Associate General Counsel, UCF Foundation

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

ATTACHMENT A

9.5 Naming of Buildings and Facilities

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

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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: FF-1

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Convocation Corporation Transfer of Funds

DATE: March 16, 2017

PROPOSED BOARD ACTION

The UCF Convocation Corporation seeks approval to transfer during 2017-18 up to \$650,000 as an unrestricted gift to the university or to a direct support organization.

BACKGROUND INFORMATION

The UCF Convocation Corporation will have approximately \$650,000 in unrestricted surplus revenue available in 2016-17 after completing payments for the Knights Plaza enhancements and transferring funds to the university in support of the video scoreboard enhancements. This approval will allow for a timely transfer to take place during 2017-18 with the use of funds recommended by the chair of the Finance and Facilities Committee and approval of the university president. Once the funds are used, the committee will be notified at its next meeting.

Supporting documentation: None

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

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

ITEM: FF-2

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Foundation Refunding of Debt

DATE: March 16, 2017

PROPOSED BOARD ACTION

The UCF Foundation seeks approval to refund \$7,965,000 of outstanding loans with BB&T Bank.

BACKGROUND INFORMATION

In 2008, the UCF Foundation refunded variable-rate debt and converted it into fixed-rate-tax-exempt debt. BB&T Bank is waiving any penalties and allowing the UCF Foundation to refund the Series 2008 loan a year earlier than the call date.

Supporting documentation: None

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

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

ITEM: FF-3

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Downtown Purchase and Sale Agreement

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approve the Purchase and Sale Agreement for the acquisition of property located at 500 West Livingston Street in downtown Orlando for the development of the UCF Downtown campus.

BACKGROUND INFORMATION

The University of Central Florida and the City of Orlando previously entered into the Memorandum of Understanding UCF Downtown Orlando Campus that was approved by Orlando City Council on February 8, 2016, and signed by President John C. Hitt on February 16, 2016. The Memorandum of Understanding sets forth the terms and conditions for the city's donation of approximately 15 acres of property to UCF.

Since that time, UCF has received the necessary approval from the Florida Board of Governors to develop the UCF Downtown campus contingent upon several factors, including securing ownership of downtown property through a donation by the city.

The property has been defined as three sites for which the city will convey. The attached Purchase and Sale Agreement outlines the specific terms of the transfer of two of the three sites (Site 1 and Site 2), as set forth in Exhibit A. The transfer of Site 3 will occur at a future date.

UCF has conducted due diligence in anticipation of the acquisition of Site 1 and has determined that the site is suitable for development. UCF will continue to have a due diligence period after the Purchase and Sale Agreement is executed related to the acquisition of both Site 1 and Site 2. Closing for Site 1 is anticipated to occur on or around April 30, 2017, and on or around July 31, 2017, for Site 2.

Supporting documentation: Attachment A: Purchase and Sale Agreement

Prepared by: Jennifer Cerasa, Associate General Counsel

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

Attachment A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and effective as of the _____ day of _____, 2017 (the “Effective Date”), by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida (the “City”), and **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of its Board of Trustees (“UCF”). City and UCF are referred to separately as “Party” and collectively as “Parties” in this Agreement.

RECITALS:

The City is the fee owner of certain real property located in Orlando, Florida, and more particularly described on Exhibit “A”, attached hereto and incorporated herein (the “Property”). The Property is generally referred to as approximately _____ acres and consists of the area generally located south of the new West Livingston Street realignment, and north of the CSX right of way, east of N. Parramore Avenue and West of the existing hotel site. It encompasses the existing building known as the Center for Emerging Media, with a street address of 500 West Livingston Street, Orlando, Florida 32801; and

The Property is located in the area commonly known as the Creative Village. UCF desires to assist with the transformation of this area by redeveloping the Property into a University of Central Florida campus located in downtown Orlando (“Downtown Campus”). UCF’s proposed conceptual plan for the Project is depicted on Composite Exhibit “B”, attached hereto and made a part hereof; and

UCF and the City have previously entered into that certain Memorandum of Understanding UCF Downtown Orlando Campus (the “MOU”) that was approved by City Council on February 8, 2016, generally outlining the terms and conditions for the necessary conveyances; and

UCF has received the necessary approval from its Board of Trustees, as well as the Florida Board of Governors, to develop the Downtown Campus contingent upon securing ownership of this Property through a donation by the City. The City, therefore, desires to convey the Property to UCF to construct the Downtown Campus, upon and subject to the terms and conditions of this Agreement.

AGREEMENT:

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by UCF and the City, UCF and the City hereby represent, warrant, covenant and agree as follows:

1. **Sale and Purchase.**

(a) The City agrees to convey the Property to UCF, and UCF agrees to accept the Property from City, for no monetary compensation (\$0.00), subject to the

terms and conditions set forth in this Agreement.

(b) The City shall convey the Property to UCF as described in this Agreement subject to the Permitted Exceptions (as defined below).

(c) Escrow Agent will be selected by the City and will coordinate the Closing.

(d) UCF and the City acknowledge that there will be two conveyances of parcels within the Property, all of which are covered by this Agreement. The initial conveyance will include the Center for Emerging Media ("Site 1"), and the second conveyance will include the Nap Ford Charter School and former CSX Parcel ("Site 2"), all as generally labeled on Exhibit "A". UCF acknowledges that UCF has been occupying Site 1 pursuant to that certain Expo Centre Lease Agreement entered into as of October 12, 2004 by and between the City and UCF.

2. **Title Commitment and Survey.**

(a) The City will obtain, at the City's sole cost and expense, an Owner's Commitment for Title Insurance ("Title Commitment") on behalf of and certified to UCF, from First American Title (the "Title Company") setting forth the status of the title of the portion of the Property that is subject to the Closing. Unless otherwise provided by Title Company, the City will provide UCF a copy of each recorded document referenced in the Title Commitment as a requirement to issuance of a title policy or exception to title. Copies of such documents will be provided to UCF as appearing in the Public Records, but legibility of such documents is not guaranteed.

(b) The City will obtain, at the City's expense, an ALTA/ACSM Land Title Survey of the Property ("Survey") that is certified to UCF in accordance with the minimum standard detail requirements for an upland survey as adopted by ALTA, ACSM, as well as in compliance with Chapter 177, Florida Statutes and City of Orlando Land Development Code. The Survey will include the entire Property, but will contain separate legal descriptions of Site 1 and Site 2, and will be updated in connection with each Closing. UCF agrees to reimburse the City for half the cost of the Survey, in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000).

(c) If the Title Commitment and any Survey disclose any matters which render title to the Property unmarketable or undesirable, then UCF shall give the City written notice thereof within fifteen (15) business days after receipt of the document, specifying those matters shown on the Title Commitment which render title unmarketable and to which UCF objects ("Objections"). All matters shown on the Title Commitment which are not made the subject of the Objections shall be "Permitted Exceptions."

(d) The City shall have no obligation to cure any objection to title; however, if UCF gives notice of Objections within the time period specified above, the City, at its option, in its sole and absolute discretion, may elect to attempt to cure such Objections. In the event the City is unable or elects not to cure any Objections properly and timely made by UCF, the City shall so notify UCF and UCF shall have the right to

either (i) terminate the Agreement (except the rights, obligations and liabilities of the Parties that expressly survive the termination of the Agreement), or (ii) waive any and all Objections and proceed to Closing.

(e) In the event the City does not respond to UCF's notice of Objections, the City shall be deemed to elect not to cure such Objections. Notwithstanding anything herein to the contrary, the City shall not be required to cure any of UCF's objections to title.

(f) UCF may request that the City obtain, at the City's expense, updates to the Title Commitment at any time prior to Closing. If such an update reveals that a matter encumbering the Property rendering title unmarketable has been recorded after the expiration of the Due Diligence Period, defined below, then UCF shall give the City written notice thereof within fifteen (15) business days after receipt of such updated Title Commitment, specifying those matters shown on the Title Commitment which render title unmarketable and to which UCF objects ("New Objections"). All matters shown on any updated Title Commitment which are not made the subject of the New Objections shall be included within the definition of "Permitted Exceptions." subsections (d) and (e) above shall apply to any New Objections.

(g) UCF will be responsible for the purchase of any Owner's Policy for Title Insurance, at UCF's sole cost and expense, if UCF so chooses to purchase.

3. **Due Diligence Items.** The City has provided UCF with all copies of due diligence documents related to Site 1 and 2 in its possession.

UCF will review the Due Diligence Items and make a determination on whether additional due diligence investigation by UCF is required. Should UCF determine that additional investigation is required, UCF shall conduct such additional investigation at its sole cost and expense.

UCF acknowledges and agrees that the City makes no representation or warranties concerning the Property unless specifically set forth in this Agreement, and the City is selling the Property "AS IS".

4. **Additional Due Diligence.**

(a) Notwithstanding the Due Diligence Items set forth above, UCF shall have ninety (90) days, beginning on the Effective Date (the "Due Diligence Period") during which time UCF, its employees, agents, contractors, engineers, surveyors and representatives (collectively, "Consultants") shall have the right to enter the Property, upon at least two (2) days advance notice to the City, to make inspections, surveys, soil analysis and other tests, studies and surveys, including without limitation, general building, radon and termite inspections, environmental tests, soil borings, drill testing or monitoring wells, as well as analysis and studies within the Property.

(b) Following any site work during the Due Diligence Period, the Property shall be restored to its original condition by the Party or Consultants performing

or requesting the work at its sole expense.

(c) If, prior to the end of the Due Diligence Period, UCF finds any information or conditions relating to the Property that are objectionable to UCF, it shall notify the City of such objectionable conditions, and UCF and the City shall have thirty (30) days after the end of the Due Diligence Period (the "Notice Period") to mutually agree on appropriate remediation strategies. In no event shall UCF have an obligation to undertake any environmental remediation of hazardous materials on the Property. If the Parties cannot mutually agree on a course of remediation, then, in UCF's sole and absolute discretion, UCF shall have the right to terminate this Agreement by giving written notice of termination to the City no later than the end of the Notice Period.

5. **Environmental Conditions and Remediation.**

UCF acknowledges that it has been advised by the City that some portion of the Property may be subject to environmental remediation of certain Hazardous Materials. UCF shall have no obligation to undertake any environmental remediation of Hazardous Materials on the Property if: (i) such Hazardous Materials existed on the Property prior to the Effective Date and UCF has not caused, permitted, contributed to or exacerbated the presence of such Hazardous Materials; or (ii) such Hazardous Materials have migrated on to the Property from an off-site source and UCF has not caused, contributed to or exacerbated the presence of such Hazardous Materials. Without limiting the generality of the foregoing, UCF shall have no obligation to remediate or take any action with regard to Hazardous Materials identified during the Due Diligence Period. UCF acknowledges and agrees that the City makes no representation or warranties with respect to the environmental condition of the Property unless specifically set forth in this Agreement, and the City is selling the Property "AS IS".

(a) Nothing contained herein shall obviate the duty of UCF to undertake such due diligence as is required to qualify UCF as a Bona Fide Prospective Purchaser so as to meet the criteria set forth in 42 USC 9601(40) and 42 USC 9607(b) of CERCLA. An election to purchase after having made all appropriate inquiry shall not operate as a discharge of the City's duty to remediate, if any, but shall bar any claim against the City by reason of the election to purchase by UCF and UCF shall consummate the transaction contemplated acting solely in reliance upon its own environmental investigation.

(b) If the City receives any assurances, "no further action" determinations, indemnities or releases from federal or state environmental regulatory agencies in connection with any environmental remediation undertaken on the Property, the City shall provide copies of such documents to UCF promptly.

(c) UCF and the City shall each, in conducting any activity on the Property, comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders, as amended from time to time (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and

regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Agreement, Hazardous Materials shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. §2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes. Neither UCF nor the City will knowingly cause, and both UCF and the City shall endeavor to prohibit any discharge or disposal of any Hazardous Materials to floors, floor drains, storm or sanitary sewer systems, surface water or ground water, or the land and Buildings that comprise the Property.

6. **Effective Date.** The Effective Date, for purposes of calculating any timeframes for the acquisition of Site 1 and Site 2 is the date identified in the opening paragraph of this Agreement.

7. **Closing.**

(a) Subject to extension, as provided elsewhere in this Agreement, and provided that all conditions precedent to the Parties' obligations to close set forth in this Agreement have been satisfied or waived in writing, the closing of Site 1 (the "Closing") shall be held on or before April 30, 2017 (the "Closing Date").

(b) Subject to extension as provided elsewhere in this Agreement, and provided that all conditions precedent to the Parties' obligations to close set forth in this Agreement have been satisfied or waived in writing, the closing of Site 2 (the "Closing") shall be held on or before July 31, 2017 (the "Closing Date").

(c) Notwithstanding the foregoing, UCF and the City may mutually elect a different date for Closing. The Closing shall take place at the offices of the Escrow Agent at such time of day as may be mutually agreed upon by the Parties hereto. Neither Party shall be required to attend the Closing. Instead, the Closing may take place by means of an escrow arrangement pursuant to which each Party shall deliver to the Escrow Agent all fully executed documents and funds required by this Agreement, together with any desired escrow instructions that are not inconsistent with this Agreement.

(d) Any reference to Closing or Closing Date contained in this Agreement shall refer to the associated Closing and Closing Date of the individual Site 1, or 2, as applicable.

8. **Closing Conditions.**

(a) The Parties will execute and deliver documents reasonably necessary to consummate the sale-purchase transaction of the Property, or any portion thereof, contemplated by the Agreement, including without limitation:

(i) A special warranty deed (“Deed”), in form approved by UCF and the City, subject only to the Permitted Encumbrances;

(ii) A closing statement executed by all Parties evidencing the financial terms of the transaction (“Closing Statement”);

(iii) Duly executed certificate of City stating City’s U.S. Taxpayer Identification Number, and that the City is not a “foreign person” within the meaning of the Internal Revenue Code for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984;

(iv) Instruments in form and substance satisfactory to the City evidencing the status, capacity and authority of UCF and its representatives to consummate the transaction contemplated by this Agreement; and

(v) Other documents or certifications reasonably requested by the City or the Title Company.

(b) City will obtain a fully executed release of any existing third party rights or Options to Purchase that currently exists, including but not limited to, the rights set forth in that certain Purchase Option Agreement between the City and Creative Village Development, LLC, as the Master Developer as it solely relates to the Property.

(c) UCF shall pay all closing expenses of any kind, including, without limitation, (i) all recording fees payable in connection with the transfer of the Property; (ii) all title premiums incurred for the Owner’s Policy, and (iii) UCF’s portion of the costs of Survey, as set forth in paragraph 2. Notwithstanding the foregoing, the City has agreed to pay for the title search and commitment.

(d) There shall be no proration of any ad valorem and similar taxes and assessments, if any, relating to the Property and the City will not be responsible for any ad valorem taxes or any assessments.

(e) UCF shall notify all water, gas, electric and other utility companies servicing the Property (collectively, “Utility Companies”) that as of the date of Closing, UCF shall own the Property and that all utility bills for the period commencing on the date of Closing are to be sent to UCF. If any of the Utility Companies sends the City a bill for a period in which the Closing occurs, UCF shall pay any and all such bills outside of the Closing.

(f) Subject to the Permitted Encumbrances and the other matters described herein, the City shall deliver possession of the Property to UCF on the date of

Closing.

(g) UCF will have: (i) satisfied the philanthropic efforts required by the Governor and Board of Governors of fundraising Twenty Million and 00/100 Dollars (\$20,000,000.00); and (ii) selected the architecture firm and construction company and any appeal periods related to the selections will have expired.

(h) The City will have performed all environmental remediation, as required by this Agreement.

(i) The City shall be responsible for the demolition and site clearing of Site 2, prior to the Closing Date, at the City's sole cost and expense. The City shall take all reasonable efforts to ensure any environmental conditions are not exacerbated and no new environmental issues are introduced as a result of the demolition and site clearing; in the event environmental conditions are exacerbated or introduced, the City and UCF shall work together to identify appropriate remediation.

9. **City's Covenants.** From the Effective Date through the Closing Date(s), the City shall (i) maintain the Property in its present condition, subject to the activities described in subsection 8(h) and 8(i), subject to normal wear and tear, it being agreed, however, that the City will not be required by this Agreement to make any repairs to the Property or to bring the Property into compliance with any applicable governmental requirements, (ii) not enter into any leases for the Property without UCF's consent, (iii) not enter into any long-term service or maintenance contracts regarding the Property without UCF's consent that are not cancellable by UCF without penalty upon thirty (30) days advance notice.

10. **Representations and Warranties.**

(a) **City's Representations and Warranties.** The City represents and warrants to UCF as follows:

(i) The City has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and the other agreements and documents to be executed and delivered by the City pursuant to the provisions of this Agreement have been duly authorized by all necessary municipal action on the part of the City.

(ii) The City is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

(iii) To the City's knowledge, there are no pending or threatened condemnations or similar proceedings to take any portion of the Property by power of eminent domain.

(b) **UCF's Representations and Warranties.** UCF hereby represents and warrants to the City as follows:

(i) UCF is a Florida public state university and is part of the State University System in the State of Florida, and UCF has obtained the necessary approvals from its governmental board and has the power and authority to carry on its business as now being conducted and to own and operate the properties and assets now owned and being operated by it.

(ii) UCF has the requisite legal power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and any other agreements and documents to be executed and delivered by UCF pursuant to the provisions of this Agreement have been duly authorized by all necessary action on the part of UCF. This Agreement has been duly executed and delivered on behalf of UCF and is a legal, valid, and binding obligation of UCF enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

11. **Agents.** The City and UCF each represent and warrant to the other that it has not engaged the services of any agent, broker, or other similar party who is seeking a commission in connection with this transaction.

12. **Notices.**

(a) Any notice under this Agreement shall be in writing and shall be deemed to have been served and received (i) when delivered in person to the address set forth below for the party to whom the notice is given, (ii) within 3 business days if placed in the United States mail, return receipt requested, addressed to such party at the address specified below, (iii) the next business day if deposited into the custody of FedEx Corporation to be sent by FedEx Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the party at the address specified below, or (iv) upon transmission if electronically transmitted to the party at the email address or telecopy number listed below, provided that the electronic transmission is confirmed by the recipient on the date of the transmission.

(b) Addresses:

City's Address:

City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, Florida 32801
Attn: Brooke R. Bonnett, AICP, Director

With a copy to:
City of Orlando
400 South Orange Avenue, 3rd floor
Orlando, Florida 32801
Attn: City Attorney

UCF's Address:

University of Central Florida
4365 Andromeda Loop North
Orlando, Florida 32816
Attn: A. Dale Whittaker, Executive Vice
President and Provost

With a copy to:

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

Escrow Agent:

From time to time either party may designate another address or telecopy number under this Agreement by giving the other party advance written notice of the change.

13. **Termination, Default, and Remedies.**

(a) If UCF fails or refuses to consummate the purchase of the Property pursuant to this Agreement on or before the date of Closing for any reason other than the City's prior failure to perform the City's material obligations under this Agreement, then the City, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to UCF on or before the date of Closing, whereupon neither Party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Agreement.

(b) If the City fails or refuses to consummate the sale of the Property pursuant to this Agreement on or before the date of Closing or fails to perform any of the City's material obligations hereunder for any reason other than due to UCF's prior failure to perform UCF's material obligations under this Agreement, then UCF, at UCF's option, shall have the right to (i) terminate this Agreement by giving written notice thereof to the City on or before the date of Closing and neither Party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Agreement and (ii) file, within thirty (30) days after the date of the alleged material breach by the City, an action for specific performance.

(c) In no event shall UCF or the City be liable for any special, indirect, punitive, exemplary, incidental or consequential loss or damages of any natures howsoever caused, and whether based on contract, tort (including negligence), indemnity, strict liability or any other theory of the law.

14. **Entire Agreement/Amendment.** This Agreement and any written addenda and all exhibits hereto (which are expressly incorporated herein by this reference) shall constitute the entire agreement between UCF and the City; no prior written or prior or contemporaneous oral promises or representations shall be binding. All prior understandings and agreements between the Parties with respect to the subject matter of this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the Parties with respect thereto. This Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto.

15. **Successors and Assigns.** Subject to the restrictions on transfer set forth in this Agreement, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto. In no event shall UCF have any right to delay or postpone the Closing to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance. This Agreement is for the sole benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereunder.

16. **Assignment.** This Agreement is personal to the City and UCF and the City and UCF shall not be entitled to assign such rights under this Agreement.

17. **Time of the Essence.** Time is of the essence under this Agreement.

18. **Taking Prior to Closing.** If, prior to Closing, the Property or any portion thereof becomes subject to a taking by virtue of eminent domain, UCF may, in UCF's sole discretion, either (i) terminate this Agreement and neither Party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing of the transaction.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

20. **Attorneys' Fees.** If any action or proceeding is commenced by either Party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, neither Party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees and court costs, in addition to any other relief awarded by the court. The provisions of this Section will survive the Closing or the termination of this Agreement.

21. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect and the underlying intent of the Agreement can be maintained, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. **Business Days.** If the date of Closing or the day for performance of any

act required under this Agreement falls on a Saturday, Sunday, or legal holiday, then the date of Closing or the day for such performance, as the case may be, shall be the next following regular business day.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

24. **Intentionally Deleted**

25. **Fire and Other Casualty.** In the event of damage by fire or other casualty to the Property prior to the Closing UCF may, in UCF's sole discretion, either (i) terminate this Agreement and neither Party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing, and as such, would be entitled to any insurance proceeds available..

26. **Extensions.** The Real Estate Manager for the City of Orlando, Florida, in her absolute discretion, may act on City's behalf in connection with any and all actions required deemed expedient of City as described in this Agreement and that in her discretion, she may on behalf of City, elect to extend each and every deadline or any timeframe set forth in this Agreement for a period of up to ninety (90) days.

27. **Disclaimer.** UCF represents and warrants that UCF has, or shall have inspected tests and studies of the Property, and that UCF is or will be familiar, in all respects, with the condition of the Property. UCF represents and warrants that UCF is acting, and will act only, upon information obtained by UCF directly from the related inspection of the Property and that no person acting on behalf of City is authorized to make, and that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Agreement.

28. **As Is, Where is Condition.** UCF ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER CITY NOR ANY OF CITY'S OFFICERS, DIRECTORS, ELECTED OR UNELECTED OFFICIALS, EMPLOYEES, MEMBERS, PRINCIPALS, OR AFFILIATES NOR ANY OF THEIR AGENTS OR REPRESENTATIVES HAS MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH UCF MAY CONDUCT THEREON; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE

NATURE, QUALITY OR CONDITION OF THE PROPERTY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES, POLLUTANTS OR CONTAMINANTS, MOLD, OR OTHER CONDITIONS AFFECTING HEALTH AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY; (XII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIII) DEFICIENCY OF ANY DRAINAGE; (XIV) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XV) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, SINKHOLE, FLOOD ZONE OR OTHER NATURAL HAZARD; (XVI) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY; OR (XVII) WITH RESPECT TO ANY OTHER MATTER. AS PART OF UCF'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, UCF HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS UCF MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY.

29. **Hazardous Materials.** If UCF discovers any hydrocarbon substances, polychlorinated biphenyls, or any other hazardous or toxic substances, wastes or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for corrective action or affecting the Property, UCF shall immediately notify City, and if such discovery is made after the Closing, UCF shall cause the condition to be corrected in accordance with applicable law.

30. **Waiver of Trial By Jury.** UCF AND CITY HEREBY AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR

OTHER LITIGATION (AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY RELATED DOCUMENTS, INSTRUMENTS, OR AGREEMENTS (WHETHER ORAL OR WRITTEN AND WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF EITHER PARTY); (B) NEITHER OF THEM MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NEITHER OF THEM WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NEITHER OF THEM HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

31. **Sovereign Immunity.** UCF is a state university and City is a Florida municipal corporation, both of whom have limits of liability set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of UCF or City beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of UCF or City's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

32. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department. [Note: This paragraph is provided for informational purposes.]

33. **Annual Appropriations.** The University's performance and obligations under this Agreement are subject to and contingent upon the legislature's annual appropriations by the Florida Legislature and other funding sources.

34. **Personal Property.** City and UCF acknowledge that all personal property contained at or on the Property is the personal property of UCF and no personal property needs to be conveyed or removed at Closing.

35. **MOU.** Nothing contained herein shall terminate the obligations set forth in the MOU, including but not limited to, road construction, site acquisition, sanitary sewer capacity and storm water infrastructure.

Signatures appear on following pages

City Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

CITY

Witnesses (two are required):

Printed name: _____

Printed name: _____

CITY OF ORLANDO, FLORIDA
a municipal corporation of the State of
Florida

By: _____
Buddy Dyer, Mayor

Approved as to form and legality
For the use and reliance of the
City of Orlando only

_____, 2017

Assistant City Attorney

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____, of _____, who is/are personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name
Commission Number:
Commission Expires:

UCF

Witnesses (two are required):

Printed name: _____

Printed name: _____

UNIVERSITY OF CENTRAL FLORIDA,
ON BEHALF OF ITS BOARD OF
TRUSTEES

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2017, by _____, as
_____, of _____, who is/are personally
known to me or who has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to form and legality
For the use and reliance of the
UCF only

_____, 2017

Associate General Counsel

EXHIBIT "A"
PROPERTY (Pending Legal)

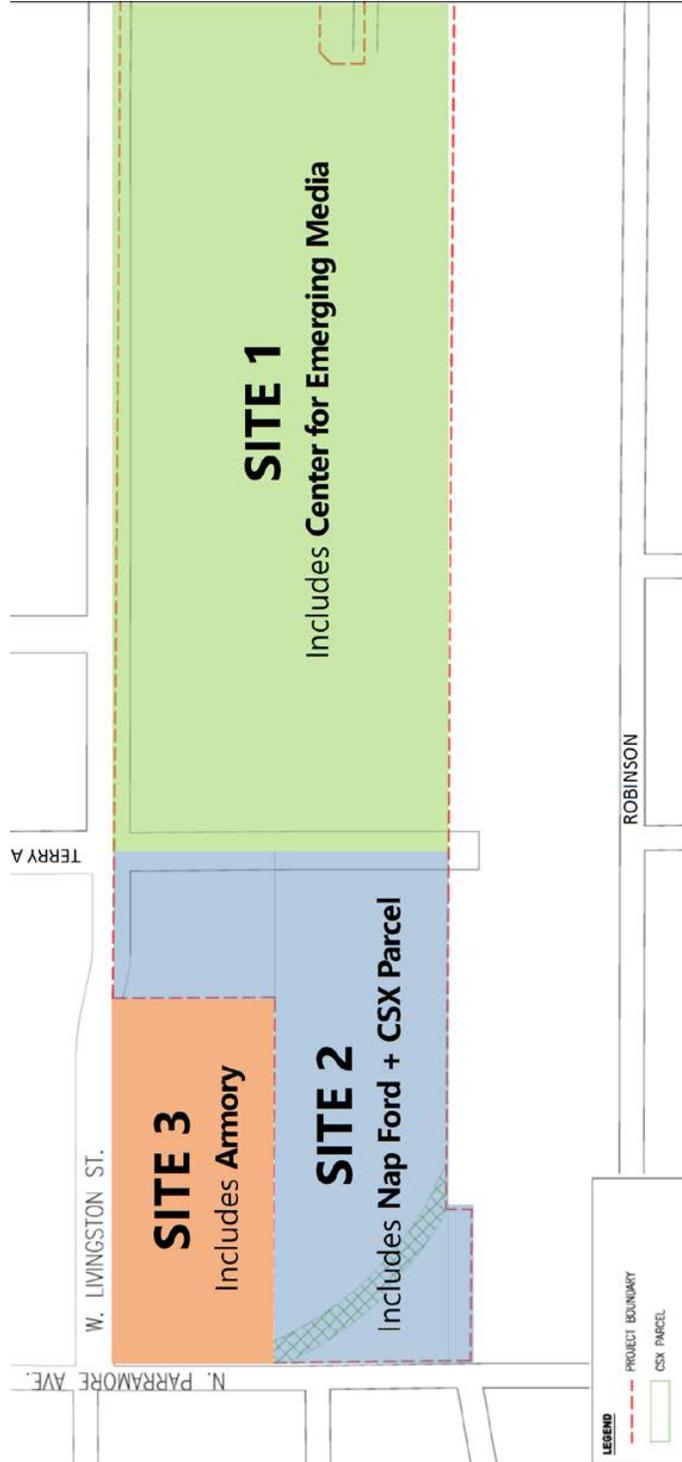
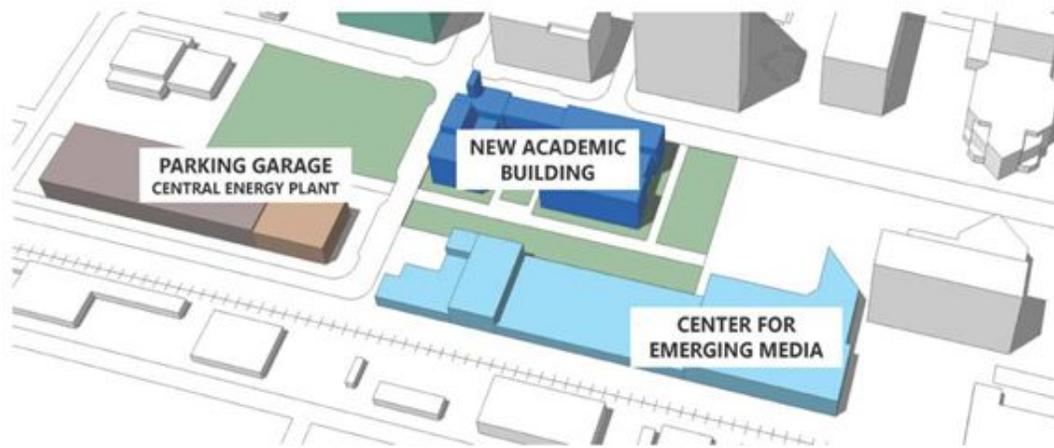


EXHIBIT "B"
PROJECT CONCEPTUAL PLAN



ITEM: EP-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Conferral of Degrees

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approval: Conferral of degrees at the Spring 2017 commencement ceremonies.

BACKGROUND INFORMATION

UCF expects to award the following degrees at the Spring 2017 commencement ceremonies on May 4, 5, and 6, 2017:

6,664	baccalaureate degrees
1,112	master's degrees
<u>163</u>	doctoral and specialist degrees
7,939	Total

Supporting documentation: Attachment A: Registrar's Graduation Count

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

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

Board of Trustees Meeting - Consent Agenda

Attachment A

UCF Spring 2017 Commencement

Note: Procession of graduates begins 20 minutes prior to each ceremony.
 *Projected Attending (Baccalaureate only) is an estimate based on 70% attending rate.

College	Baccalaureate					Master's				Doctorate			
	Intent to graduate	Projected* attending	Picked-up cap and gown	Head-count	Degree award	Intent to graduate	Indicated attending	Picked-up cap and gown	Head-count	Intent to graduate	Indicated attending	Picked-up cap and gown	Head-count
Thursday, 5/4, 9:00 a.m.													
College of Arts and Humanities	730	511				73	73			3	3		
College of Engineering and Computer Science	667	467				188	188			45	45		
College of Optics and Photonics	11	8				8	8			3	3		
College Totals:	1,408	986	-	-	-	269	269	-	-	51	51	0	0
Total Students Anticipated in Attendance:	1,306												
Thursday, 5/4, 2:30 p.m.													
College of Graduate Studies		-				18	18				-		
College of Medicine	246	172				4	4			6	6		
College of Undergraduate Studies	295	207					-				-		
Rosen College of Hospitality Management	394	276				13	13				-		
College Totals:	935	655	-	-	-	35	35	-	-	6	6	0	0
Total Students Anticipated in Attendance:	696												
Friday, 5/5, 9:00 a.m.													
College of Business Administration	804	563				206	206			5	5		
College Totals:	804	563	-	-	-	206	206	-	-	5	5	0	0
Total Students Anticipated in Attendance:	774		-										
Friday, 5/5, 2:30 p.m.													
College of Education and Human Performance	540	378				256	256			31	31		
* Education Specialists		-				16	16				-		
College of Nursing	284	199				37	37			2	2		
College Totals:	824	577	-	-	-	309	309	-	-	33	33	0	0
Total Students Anticipated in Attendance:	919		-										
Saturday, 5/6, 9:00 a.m.													
College of Sciences	1,475	1,033				83	83			31	31		
College Totals:	1,475	1,033	0	0	0	83	83	0	0	31	31	0	0
Total Students Anticipated in Attendance:	1,147												
Saturday, 5/6, 2:30 p.m.													
College of Health & Public Affairs	1,218	853				210	210			37	37		
College Totals:	1,218	853				210	210	0	0	37	37	0	0
Total Students Anticipated in Attendance:	1,100												
Degree level ITG totals:	6,664					1,112				163			
Combined ITG submissions:	7,939												
All ceremony projected* attending:	5,940	74.8%	of all ITG's										
Anticipated attendance - cap/gown pickup:	0	of all ITG's											
Headcount totals:	0	of all ITG's											
Undergraduate degrees awarded:	0	of all UGRD ITG's											

ITEM: EP-2

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: 2019-20 Academic Calendar

DATE: March 16, 2017

PROPOSED BOARD ACTION:

Approval of 2019-20 UCF academic calendar.

BACKGROUND INFORMATION:

The Board of Governors requires that the Board of Trustees approve the university's academic calendar. The attached 2019-20 calendar developed by the UCF Academic Calendar Committee has been approved by Provost Whittaker.

Supporting documentation: Attachment A: 2019-20 Proposed Academic Calendar

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

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

Board of Trustees Meeting - Consent Agenda

2019-2020 Academic Calendar - Proposed

Attachment A

EVENT	Fall 2019	Spring 2020	SU A (6 wks) 2020	B (6 wks) 2020	C (12 wks) 2020	D (8 wks) 2020	Holidays		
Classes Begin	19-Aug	6-Jan	11-May	22-Jun	11-May	11-May	Labor Day	Monday	9/2/2019
Drop Deadline	22-Aug	9-Jan	14-May	25-Jun	14-May	14-May	Veterans' Day	Friday	11/11/2019
Add Deadline	23-Aug	10-Jan	15-May	26-Jun	15-May	15-May	Thanksgiving	Thurs-Sat	11/28 - 11/30
Withdraw Date	28-Oct	18-Mar	4-Jun	16-Jul	29-Jun	17-Jun	MLK	Monday	1/20/2020
Last Day of Class	27-Nov	20-Apr	19-Jun	31-Jul	31-Jul	10-Jul	Spring Break	Mon-Sat	3/9 - 3/14
Study Day	N/A	N/A	-	-	-	-	Memorial Day	Monday	5/25/2020
Final Exams	12/2 - 12/7	4/21-4/27	-	-	-	-	4th of July	Friday	7/3/2020
Grades Due	11-Dec	30-Apr	24-Jun	5-Aug	5-Aug	15-Jul			
Degree Conferral Date	13-Dec	30-Apr	1-Aug	1-Aug	1-Aug	1-Aug			
Certifications	13-Dec	2-May	10-Aug	10-Aug	10-Aug	10-Aug			
Commencement	12/13 - 12/14	4/30-5/2	1-Aug	1-Aug	1-Aug	1-Aug			
Number of Class Days	78	77	29	29	58	43			
Number of Final Exam Days	6	6	-	-	-	-			
Total Number of Instructional Days	84	83	29	29	58	43			
Grand Total Number of Instructional Days	225								
Total Instructional Days*	Fall 2019	Spring 2020	SU A (6 wks) 2020	B (6 wks) 2020	C (12 wks) 2020	D (8 wks) 2020			
August	11	-	-	-	-	-			
September	22	-	-	-	-	-			
October	25	-	-	-	-	-			
November	20	-	-	-	-	-			
December	6	-	-	-	-	-			
January	-	20.5	-	-	-	-			
February	-	22.5	-	-	-	-			
March	-	18.5	-	-	-	-			
April	-	21.5	-	-	-	-			
May	-	0	14	-	14	14			
June	-	-	15	5	20	20			
July	-	-	-	22	22	9			
August	-	-	-	2	2	0			
Totals	84	83	29	29	58	43			
Class Meeting Days**	Fall 2019	Spring 2020	A (6 weeks)	B (6 weeks)	C (12 weeks)	D (8 wks) 2020			
M-W-F	42	42	17	17	34	25			
M-T-W-R	57	56	24	24	47	34			
M-T-W-R-F	71	70	29	29	58	43			
M-W	28	28	11	12	23	17			
T-R	29	28	12	12	24	18			
M	13	14	5	6	11	8			
T	15	14	6	5	12	9			
W	15	14	6	6	12	9			
R	14	14	6	6	12	9			
F	14	14	6	6	11	8			
S#	14 (7)	14 (7)	-	-	-	-			

* Does include final exam days

** Does not include final exams

Saturday is counted as one-half an instructional day

ITEM: EP-3a

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Ph.D. in Big Data Analytics

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approval of a Ph.D. in big data analytics.

BACKGROUND INFORMATION

The Department of Statistics in the College of Sciences proposes to establish a Ph.D. in big data analytics.

Increasingly, massive sets of structured or unstructured big data are being generated that overwhelm the storage capacity of computing environments customarily employed by statisticians. These datasets are measured in exabytes and cannot be analyzed solely with standard statistical methods. Furthermore, these data may reside in the Cloud or on multiple machines so that traditional statistical analyses of flat files are no longer appropriate. This explosion of big data has also coincided with the evolution of rapid and inexpensive computation, significantly re-shaping the practice of statistical science. These changes have created a need for doctoral-level expertise in big data analytics. Specifically, there is a significant need for Ph.D.- trained statisticians who are adept at operating in this much different computing environment to access and assess these massive datasets and develop new and custom methods of analysis. The Ph.D. in big data analytics will provide a sound foundation in these areas with a strong emphasis on statistical computing (the science of statistics applied to these computational challenges), statistical data mining, statistical machine learning, and their application to business, social, and health problems. The proposed Ph.D. program will be unique in Florida and one of seven across the globe. The overall purpose of the proposed program is to produce Ph.D.- level data scientists and analysts who can contribute to industry, government, and academia by using innovative applications of existing techniques or original research in new data analysis methods.

Data from the Bureau of Labor Statistics project significant employment growth for statisticians and computer programmers (the classifications used to describe data scientists). In large part, this growth is projected because industry leaders have identified a gap between the number of trained workers with deep analytical skills and expertise in statistics and the demand for these data scientists. Graduates of this doctoral program will contribute to filling this gap with their skills in data analytics and computer programming.

The proposed program will require 72 credit hours beyond the bachelor's degree including 57 hours of coursework and 15 hours of dissertation research.

This proposal was evaluated and recommended by the department, college, and university Graduate Council Program Review Committee. The College of Graduate Studies recommends this proposal, and it has evaluated five of the eight program criteria as *met with strength* and three as *met*. The proposed implementation date is Fall 2018.

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

Prepared by: Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

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

Attachment A

**Analysis Summary for New Degree Authorization
Program Name: Ph.D. in Big Data Analytics**

	Criteria	Proposal Response to Criteria
1.	The goals of the program are aligned with the university’s mission and relate to specific institutional strengths.	Met with Strength. The Ph.D. in big data analytics program supports the mission of offering high-quality education to train graduates to be decision makers based on the analysis of data. The proposed degree program supports the university’s mission to provide the highest quality of pioneering scholarship and impactful research. The degree program will enhance the economic development of the Orlando metropolitan area. There is strong evidence of partnerships within the university (colleges of medicine, engineering and computer science, health and public affairs) and externally including locally (Disney) and internationally (SAS) prominent industries.
2.	If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.	Met. The Department of Statistics positively addressed many of the points raised by the 2009 SACSCOC review and is on-track to address the remaining ones. In addition, since the program review, the department established two interdisciplinary, professionally focused master’s degree programs jointly with College of Business Administration and the College of Engineering and Computer Science.
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.	Met with Strength. The proposed core courses provide a unique curriculum that separates this degree program from similar degree programs offered at other institutions. Seven new courses covering a breadth of topics will be offered. The admission and graduation criteria are in line with common practices for comparable Ph.D.-level programs. There is no accreditation body for this type of program. The existing faculty are appropriately trained to teach the proposed courses. The committee suggested that the curriculum should include an internship component to facilitate partnerships and for students to gain industry experience.

	Criteria	Proposal Response to Criteria
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.	Met with Strength. The Department of Statistics have hired five new faculty members since 2014. Thirteen graduate faculty have been identified to contribute to the program. These faculty members are productive and engaged in research and consulting activities. They possess the appropriate expertise and leadership skills to ensure program development and success.
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.	Met. The library resources are appropriate to meet the needs of the program. Though office space concerns were identified, the program has realistic plans to provide the needed space for the projected increase in faculty and graduate teaching assistants. The proposed budget includes the cost of \$30,000 for cloud services, which should provide the necessary data storage resources for students in this degree program. The College of Sciences received financial commitment from Academic Affairs. Doctoral assistantships will be transferred from the master’s degree program. There is a strong existing demand by industry for internships for the doctoral students.
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.	Met with Strength. The described case studies demonstrate that there is a need for graduates in big data analytics. The support letters from industry and academia describe the strong demand for doctoral-level graduates who have the ability and creativity to contribute to collaborative efforts involving different disciplines. Though the majority of graduates are expected to find careers in knowledge-driven industries, there is also a need for academics to teach as data scientist is a burgeoning field.
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.	Met. The proposal denoted the financial commitment from the dean of the College of Sciences to support the degree program. It is expected that paid internships are very likely to result from industry partnerships. Collaborations with other UCF groups interested in data analytics should lead to increased grant support. The doctoral students will provide a high level of instruction for undergraduate students in the burgeoning field of data analytics.

	Criteria	Proposal Response to Criteria
8.	The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.	Met with Strength. The FTE productivity is high for this department. Research in the department of statistics has shown a positive trend in grant dollars specifically in the domain of big data analytics and is projected to increase with the addition of this doctoral program.

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Ph.D. in Integrative Anthropological Sciences

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approval of a Ph.D. in integrative anthropological sciences.

BACKGROUND INFORMATION

The Department of Anthropology in the College of Sciences proposes to establish a Ph.D. in integrative anthropological sciences.

The proposed Ph.D. in integrative anthropological sciences focuses on the dynamics of transformation and change in societies past and present. The program embraces and promotes cross-disciplinary empirical research in the social and natural sciences with a unique approach integrating the science and technology components of STEM with the theoretical and analytical strengths of social science to address critical social challenges. The sophisticated methodological approaches of this Ph.D. program will include geospatial analyses, modeling and visualization, materials and isotopic sciences, and qualitative and quantitative methods. Graduates from this degree program will be able to triangulate among multiple methodologies to address current, complex problems

The central purpose of the degree program is to produce graduates with the necessary methodological expertise and analytical skills to create innovative solutions to the ongoing challenges of local and global disparities, environmental and anthropogenic crises, and the resilience and vulnerability of human populations. These skills include expertise in areas such as geospatial analysis (GIS), statistics, and quantitative and qualitative research methods.

Graduates with a Ph.D. in integrative anthropological sciences will be employed in high-growth industries, including cartography, photogrammetry, and remote sensing, and will be life scientists, and natural science managers, and postsecondary educators. Employment data predict growth at the national, state, and regional levels in these employment sectors. The Ph.D. in integrative anthropological sciences is also designed to provide students with specific competencies that have been identified as necessary or highly desirable by government, business, and academic employers of anthropological scientists. These include project design and management, writing, public speaking, teamwork, and interdisciplinary collaboration.

The proposed program will require 51 credit hours beyond the master's degree consisting of 36 hours of coursework and 15 hours of dissertation.

This proposal was evaluated and recommended by the department, college, and university Graduate Council Program Review Committee. The College of Graduate Studies recommends this proposal, and it has evaluated six of the eight program criteria as *met with strength* and two as *met*. The proposed implementation date is Fall 2018.

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

Prepared by: Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

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

Attachment A

**Analysis Summary for New Degree Authorization
Program Name: Ph.D. in Integrative Anthropological Sciences**

	Criteria	Proposal Response to Criteria
1.	The goals of the program are aligned with the university’s mission and relate to specific institutional strengths.	Met with Strength. The proposed degree program is aligned with the goals and mission of the University of Central Florida and the strategic planning goals of the State University System. This alignment is highlighted in the consultant reports. The Ph.D. in integrative anthropological sciences program will provide students advanced studies in a STEM discipline that involves the development of a variety of cutting-edge competencies that are in high-demand for social scientists. This degree program has a strong international component as a result of faculty research within the Department of Anthropology and their recruitment of an increasingly diverse student population. The innovative and unique focus offers interdisciplinary approaches and methodological analytical skills providing graduates with a well-rounded experience that will make them competitive in the workforce.
2.	If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.	Met with Strength. The anthropology program has been strengthened in response to the recommendations in the previous program review. There is no accreditation for this type of program.
3.	The proposal describes an appropriate and sequenced course of study. Admissions and graduation criteria are clearly specified and appropriate. The course of study and credit hours required may be satisfied within a reasonable time to degree. In cases in which accreditation is available for existing bachelor’s or master’s level programs, evidence is provided that the programs are accredited or a rationale is provided as to the lack of accreditation.	Met with Strength. The Ph.D. in integrative anthropological sciences program requires a minimum of 51 credit hours beyond the master’s degree program, including 36 coursework hours and 15 dissertation hours. Though the 51 hours is about average, this degree program is designed to be completed in four years and is considered an accelerated program in comparison to others in the anthropology field. The sequence of coursework and dissertation hours is appropriate and well-planned for timely degree completion. Strict criteria for admission into the program including a high grade point average, competitive GRE scores, and previous research experience will attract high-quality students.

	Criteria	Proposal Response to Criteria
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.	Met with Strength. Existing faculty members in the Department of Anthropology are research productive as demonstrated by their publication and grantsmanship record. Recent faculty hires have strengthened existing faculty in preparation for this degree program. Due to the interdisciplinary nature of the program, there is a potential to collaborate with other UCF departments and colleges including nursing, biology, mathematics, and health and public affairs.
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.	Met. UCF has the necessary and appropriate library collections to provide initial support for the degree program. The cost for new journal subscriptions needed is minimal and no new databases are required. The department is working to alter existing space to accommodate new faculty members and doctoral students. The committee raised concerns about the feasibility of funding students and student research through grant acquisition. Many faculty members currently involve anthropology master's degree program students in field study and research allowing for an easy transition to doctoral research.
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.	Met with Strength. The department received strong letters of support that show little overlap between existing programs in the state. There is also support from potential employers. As a result of the interdisciplinary nature of the program, graduating students are eligible for diverse employment opportunities after graduation. Students in the degree program will gain a wide-variety of employable skills, e.g., GIScience, remote sensing, and statistical analysis.
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.	Met. The outlined budget and cost of the degree program was deemed appropriate. The increase in departmental funding in 2016 and the projected further increase in 2017 alleviated concern about the sustainability of the student field research program, which is largely dependent on external grants. Additionally, the program has secured financial support from the College of Science to supplement student support. The interdisciplinary connections with other UCF groups lends itself to more diverse research funding avenues.

	Criteria	Proposal Response to Criteria
8.	The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.	Met with Strength. The current anthropology faculty members are extremely productive in terms of teaching and research as noted by their high publication numbers. It is expected that with the potential interdisciplinary collaborations and the more advanced student research, the department will significantly increase productivity.

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: B.A./B.S. Degree in Nonprofit Management

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approval of a B.A./B.S. degree in nonprofit management.

BACKGROUND INFORMATION

The proposed B.A./B.S. degree in nonprofit management directly addresses central aspects of the university's goals and matches these goals to a productive degree for students interested in numerous aspects of the growing nonprofit sector. The degree program establishes a competitive skillset, supported by in-depth training that values the knowledge required to be successful leaders in large and small nonprofit environments.

This degree program is housed in the School of Public Administration in the College of Health and Public Administration. The nonprofit management degree program provides an educational path for students who can meet workforce needs within the state of Florida, as well as nationally. From health and human services and science programs to performing and fine arts, students from all backgrounds will find a major in nonprofit management to be a good fit for preparing for their future careers. Many millennials want to work for a mission-driven organization and to ultimately make a difference in the world. The nonprofit sector and its vast network of more than one million organizations can provide these graduates with opportunities to use their education and talents to tackle some of the world's most pressing social issues. This degree program will meet student needs by developing their knowledge and experience in the competencies important in the nonprofit sector. This degree program will provide students with marketable skills for employment in the sector, and it will enhance the nonprofit sector as a whole by building a workforce that is competent and well-prepared to lead and manage in a changing and diverse environment.

UCF will be the first public institution in Florida to provide a comprehensive nonprofit management B.S. degree program, and it has received strong support from community organizations.

This degree program consists of 36 general education credit hours; 6 hours of lower-division courses; 27 credit hours in general nonprofit management, resource development, volunteer and human resource management, planning and improvement, and program evaluation; 24 credit hours in restricted electives; 21 hours of free electives; 3 internship credit hours; and 3 capstone credit hours.

This proposal was evaluated and recommend by department, college, and university undergraduate curriculum committees. The College of Undergraduate Studies recommends this program, and it has evaluated six of the nine program criteria as *met with strength* and three of the nine criteria as *met*. The proposed implementation date is Summer 2017.

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

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

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

Attachment A

Analysis Summary for New Degree Authorization
Program Name: B.A./B.S. Degree in Nonprofit Management

	Criteria	Proposal Response to Criteria
1.	The goals of the program are aligned with the university's mission and relate to specific institutional strengths.	Met with Strength. This innovative degree program, which will be the first within the State University System, builds on UCF's commitment to quality education, collaborations across the university, and community partnerships. UCF has a successful graduate degree program in the discipline, a successful Center for Public and Nonprofit Management, and expert faculty members. The university hosts an annual national conference for nonprofit community partners, illustrating its national standing in the area of nonprofit management.
2.	If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.	Met with Strength. The School of Public Administration is accredited by the National Association of Schools in Public Affairs and Administration (NASPAA). The new degree proposal provides a clear summary of the school's NASPAA reviews, recommendations, and resulting enhancements. The school's master's degree in public administration program was reaccredited in 2012, earning the highest level of reaffirmation. The school will continue to seek accreditation for related programs, although there is currently no accrediting body specifically for undergraduate nonprofit management programs.
3.	The proposal describes an appropriate and sequenced course of study, including expected student learning outcomes, an assessment plan to verify student learning, and, in the case of advanced technology and related disciplines, industry-driven competences. Evidence is provided that, if appropriate, the university anticipates seeking accreditation for the proposed program.	Met with Strength. The curriculum was designed in collaboration with national industry experts and includes nine core courses, a required internship, a required capstone course, a required minor, and electives to allow students to gain a better understanding of a service area concentration, including eldercare or an allied field such as criminal justice. The program places emphasis on competency-based curriculum.
4.	Evidence is provided that a critical mass of faculty is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty in later years, based on estimated enrollments.	Met. Six current faculty members in the School of Public Administration will teach at least one course in this program. The seventh faculty member is an anticipated new hire for staffing additional courses needed in year two of the program.

	Criteria	Proposal Response to Criteria
5.	<p>Evidence is provided that the necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; and appropriate clinical and internship sites are sufficient to initiate the program.</p>	<p>Met with Strength. The master’s degree in nonprofit management program and the minor in nonprofit management have been operating at UCF for more than ten years. In those years, the UCF library has amassed library volumes and serials in nonprofit management, and it compares favorably with other universities offering similar nonprofit management programs. To ensure new publications in print and electronic formats are added to the collection in a timely manner to support the new programs, \$2,000 each year for five fiscal years, for a total of \$10,000 will be allocated. In year one funds for library expenses will come from the master’s in nonprofit management cohort auxiliary account through continuing education. Funds for library expenses will come from new enrollment growth by year five.</p>
6.	<p>Evidence is provided that there is a need for more people to be educated in this program at this level. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program and indicates steps to be taken to achieve a diverse student body.</p>	<p>Met. The nonprofit sector is a vital economic force in this country. Its 10.7 million employees from all backgrounds make up 10% of the total U.S. workforce. The nonprofit sector generates more than \$86 billion in annual revenue and holds assets of nearly \$192.9 billion. The Florida nonprofit sector employs over 430,000 people (7% of the state’s workforce) and an additional 250,000 full-time equivalent volunteer workers. These workers need to understand the complexities of working in the nonprofit sector. Students in the B.A./B.S. degree in nonprofit management program will learn and demonstrate competencies required to lead and manage in this unique sector. This degree program will benefit the local and state nonprofit sector through the use of service learning, internships, and volunteer service.</p> <p>Florida’s, 86,042 public charities employ more than 465,000 people. In the central Florida area served by the University of Central Florida, there are more than 9,000 public charities, indicating a large potential job market for graduates.</p>

	Criteria	Proposal Response to Criteria
7.	<p>The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, which is comparable to the budgets of similar programs, and which provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment.</p>	<p>Met with Strength. No degree programs outside of UCF’s School of Public Administration should be impacted by any reallocation of resources for the proposed program. Within the School of Public Administration, the impact should be minimal because the School of Public Administration is building on the existing minor and undergraduate certificate in nonprofit management. All eleven of the required courses have already been created and are being taught at least once a year. The budget is reasonable, leveraging existing resources to maximize impact.</p>
8.	<p>The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.</p>	<p>Met with Strength. The School of Public Administration has 23 full-time faculty members (excluding adjunct instructors, visiting professors, the school director, and two faculty members currently in administrative positions), 22 of whom have terminal degrees in their fields. Eight faculty members have won UCF’s Teaching Incentive Program awards (several have won multiple times), and several faculty members have won the College of Health and Public Affairs’ Excellence Awards for Undergraduate and Graduate Teaching. One faculty member is currently completing his Fulbright research in Lithuania. Faculty members regularly publish in the field’s top journals and academic presses. Several faculty members have given plenary talks at national conferences and symposia. The nonprofit faculty members are also engaged in supporting the profession through their involvement in national academic, and professional activities, including chair of the Association of Nonprofit Educators, board member for the Nonprofit Leadership Alliance, chair of the Nonprofit Section for NASPAA, chair of the Teaching Section for ARNOVA, chair of the Nonprofit Policy, Practice, and Partnerships Committee for ASPA, and editor of the <i>Journal of Health and Human Services Administration</i>.</p>
9.	<p>Evidence is provided that community college articulation has been addressed and ensured. All prerequisites are listed with assurance that they are the same standardized prerequisites for similar degree programs within the SUS. The total number of credit hours does not exceed 120.</p>	<p>Met. The degree program will not exceed 120 hours. The Common Program Prerequisites are being approved by the state for the new CIP Code, and the proposed CPP is an economics course that will satisfy a general education requirement. The department plans to work with Valencia College and Seminole State College to attract Florida College System transfers.</p>

ITEM: EP-3d

EDUCATIONAL PROGRAMS COMMITTEE

University of Central Florida

SUBJECT: B.S. Degree in Environmental Studies

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approval of a B.S. degree in environmental studies.

BACKGROUND INFORMATION

The proposed B.S. degree in environmental studies will create a free-standing degree program out of a successful interdisciplinary studies degree track that has been sustained for more than a decade.

This degree program is housed in the Office of Interdisciplinary Studies in the College of Undergraduate Studies. The environmental studies degree provides an innovative, interdisciplinary avenue for students interested in STEM-related industries locally, regionally, and nationally. The degree prepares students for a number of careers. Its interdisciplinary nature provides students with tools that can be applied across a spectrum of science, social behavior, and humanities using the strengths of the various areas. For example, students seeking journalistic or artistic careers will gain a scientific background by which to understand environmental science, while students pursuing careers in the sciences will appreciate the social, political, and ethical dimensions of environmental actions and policy decisions. Students graduating with degrees in environmental studies may continue to pursue graduate education or can pursue employment in a variety of fields (e.g., in environmental law, health care administration, educational policy analysis, GIS applications, the FDA, and many others).

The workforce potential for graduates is encouraging. In terms of national occupational outlook data most directly related to environmental studies, environmental specialist occupations are growing faster than average (by 11%) and geoscientists are also growing faster than average (by 10%). The job outlook for cartographers (which may be of particular interest to our graduates, as students are required to complete a two-semester sequence in geographic information systems) is growing much faster than average (by 23%). Atmospheric scientists, who also may come with a degree in environmental studies, are growing faster than average (by 9%). Florida is frequently ranked among the top states nationally in terms of demand for this degree. Florida also shows high employment levels in a number of fields directly associated with environmental studies. For example, among surveying and mapping technicians, Florida has the second highest employment level nationally. Among environmental science and protection technicians, Florida has the third highest employment level nationally. Demand in the IDS track has been consistently strong, attracting a diverse student population. The free-standing degree program is anticipated to have equally strong student interest.

UCF will join Florida International University, New College of Florida, and Florida Gulf Coast University in offering a B.S. degree in environmental studies. Florida A&M University offers a B.A. degree in environmental studies. The program received letters of support from those existing programs.

This degree program consists of 36 general education program credit hours, 11 credit hours of core courses, 19 hours of advanced core courses (environmental studies fundamentals), 18 hours in one of two available concentration areas (science or values, planning, and policy), 33 hours of non-major or elective coursework, and 3 credit hours in a capstone course.

This proposal was evaluated and recommend by department, college, and university undergraduate curriculum committees. The College of Undergraduate Studies recommends this program, and it has evaluated six of the nine program criteria as *met with strength* and three of the nine criteria as *met*. The proposed implementation date is Summer 2017.

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

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

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

Attachment A

**Analysis Summary for New Degree Authorization
Program Name: B.S. degree in Environmental Studies**

	Criteria	Proposal Response to Criteria
1.	The goals of the program are aligned with the university’s mission and relate to specific institutional strengths.	Met with Strength. This interdisciplinary degree program has grown out of a successful track within the interdisciplinary studies degree. It meets the university’s goals of providing quality educational opportunities for a diverse student body. This degree program will assist in the university’s goals of increasing the number of STEM-related disciplinary options for students and with meeting state and national workforce needs.
2.	If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.	Met. No formal accreditation agencies exist for the proposed degree program. However, it will undergo external review every seven years as part of the university’s academic program review process. The most recent program review for interdisciplinary studies did not include any recommendations for improvement within the environmental studies track.
3.	The proposal describes an appropriate and sequenced course of study, including expected student learning outcomes, an assessment plan to verify student learning, and, in the case of advanced technology and related disciplines, industry-driven competences. Evidence is provided that, if appropriate, the university anticipates seeking accreditation for the proposed program.	Met with Strength. Students graduating with a degree in environmental studies will be able to integrate the content knowledge, methodologies, and practical approaches of multiple disciplines to address issues arising in a variety of situations involving the environment. The curriculum was designed in collaboration with an interdisciplinary faculty curriculum committee from multiple disciplinary colleges. In addition to the university’s general education requirements, students will take core requirements that will allow them to gain additional insight into a particular aspect of the complex components of this emerging discipline. These core requirements include fundamental environmental studies courses, 18 hours in one of two concentrations (science or values, planning, and policy), a required capstone, and electives.
4.	Evidence is provided that a critical mass of faculty is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty in later years, based on estimated enrollments.	Met. A visiting lecturer with disciplinary expertise was hired in Fall 2016 and placed on a four-year contract. Since the degree already exists as a track in IDS, only minor changes or additions of faculty are anticipated. The visiting lecturer line will be converted into a permanent lecturer position in 2020, and one additional faculty member will likely be hired in several years. The majority of the courses are taught by existing faculty members in other departments, and there is no anticipated need to increase their number based solely on the majors in this degree program.

	Criteria	Proposal Response to Criteria
5.	Evidence is provided that the necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; and appropriate clinical and internship sites are sufficient to initiate the program.	Met. Key databases and journals in science and environmental studies were used to compare UCF holdings with those of peer institutions (Florida International University, University of Colorado-Boulder, and the University of Oregon). UCF compares favorably with its peers. The UCF Libraries' books and monograph holdings also compared favorably with peer institutions and were strong in almost all areas, meeting the current needs of the degree program.
6.	Evidence is provided that there is a need for more people to be educated in this program at this level. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program and indicates steps to be taken to achieve a diverse student body.	Met with Strength. In terms of national occupational outlook most directly related to environmental studies, environmental specialist occupations are growing faster than average (by 11%) and geoscientists are also growing faster than average (by 10%). The job outlook for cartographers (which may be of particular interest to our graduates, because students are required to complete a two semester sequence in Geographic Information Systems) is growing much faster than average (by 23%). Atmospheric scientists, who also may come with a degree in environmental studies, are growing faster than average (by 9%). Florida is frequently ranked among the top states nationally in terms of demand for this degree. Florida also shows high employment levels in a number of fields directly associated with environmental studies. For example, among surveying and mapping technicians, Florida has the second highest employment level nationally. Among environmental science and protection technicians, Florida has the third highest employment level nationally. Demand in the IDS track has been consistently strong, attracting a diverse student population. The free-standing degree program is anticipated to have equally strong student interest.

	Criteria	Proposal Response to Criteria
7.	<p>The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, which is comparable to the budgets of similar programs, and which provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment.</p>	<p>Met with Strength. The budget is realistic because the proposed degree program will replace a current track within an existing degree program. Thus, few new resources are required while providing an opportunity to increase the number of students receiving a STEM-related degree.</p>
8.	<p>The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.</p>	<p>Met with Strength. The academic unit associated most directly is the Office of Interdisciplinary Studies. Housing one of the largest degree granting programs in the university, IDS was recently relocated to the newly-formed College of Undergraduate Studies. This year, IDS hired its first two full-time visiting faculty members and has plans to hire additional full-time faculty in the coming years. Degree programs in interdisciplinary studies have approximately 1,600 majors and have consistently grown or maintained the strong numbers of majors. As an interdisciplinary unit, all degree tracks in IDS draw extensively on courses offered in other units are taught by faculty members from other units. Among those who have regularly taught required classes are tenured professors and associate professors with multiple teaching and research awards.</p>
9.	<p>Evidence is provided that community college articulation has been addressed and ensured. All prerequisites are listed with assurance that they are the same standardized prerequisites for similar degree programs within the SUS. The total number of credit hours does not exceed 120.</p>	<p>Met with Strength. The program includes the Common Program Prerequisites courses for CIP Code 03.0103, most of which are general education courses taught at Florida College System (FCS) and SUS institutions. The degree program does not exceed 120 hours. Transfer students from FCS institutions have been able to complete the environmental studies track within the IDS degree, and they will continue to do so with the free-standing degree since the only major curricular change is the addition of the capstone course.</p>

ITEM: EP-4

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: 2015-16 UCF Annual Accountability Report to the Board of Governors

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approval of the 2015-16 Annual Accountability Report to the Board of Governors, with permission to include non-material data that is to be supplied by the staff of the Board of Governors

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BACKGROUND INFORMATION

The Board of Governors requires each university to file an annual accountability report, which is due for submission to Data Request System by March 27, 2017.

Supporting documentation: 2015-16 UCF Annual Accountability Report to the Board of Governors

Prepared by: M. Paige Borden, Associate Provost for Academic Program Quality and Associate Vice President for Institutional Knowledge Management

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

Attachment A

2015-16

Annual Accountability Report

UNIVERSITY OF CENTRAL FLORIDA

PENDING BOT APPROVAL



STATE UNIVERSITY SYSTEM *of* FLORIDA
Board of Governors



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2015-16

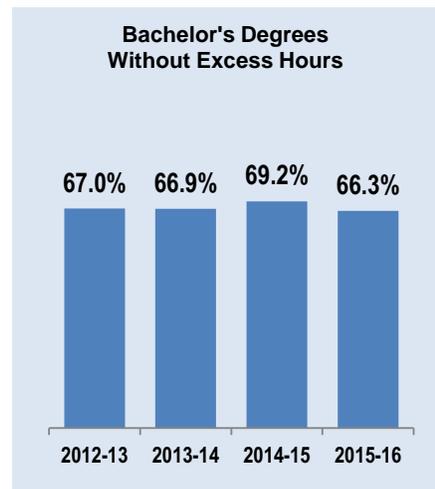
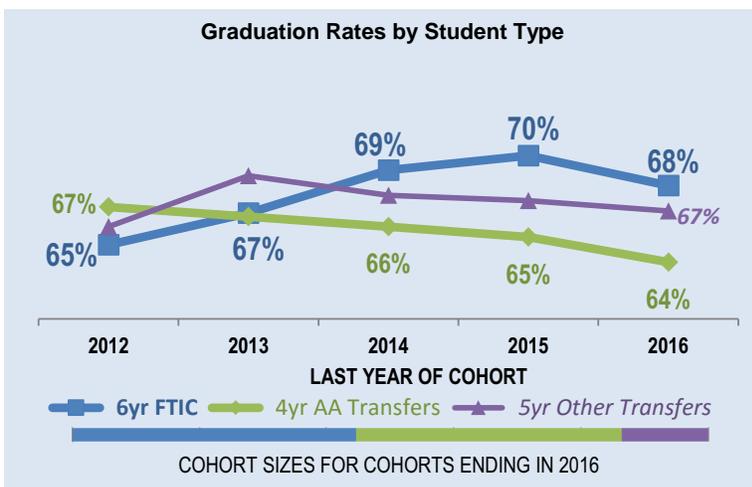
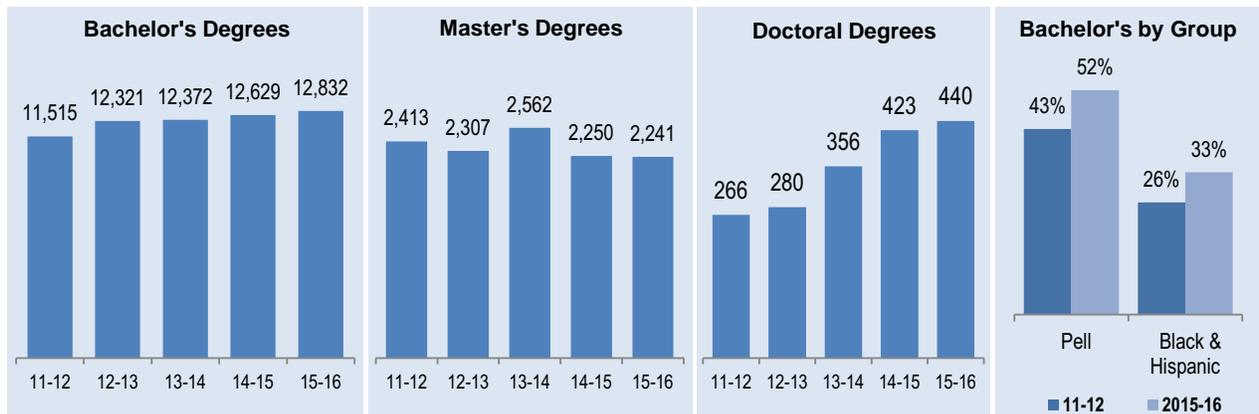


UNIVERSITY OF CENTRAL FLORIDA

Dashboard

Headcount Enrollments	Fall 2015	% Total	2014-15 % Change	Degree Programs Offered			2015 Carnegie Classifications	
TOTAL	63,016	100%	4%	TOTAL (as of Spring 2016)			190	
White	33,294	53%	0%	Baccalaureate			84	
Hispanic	14,195	23%	8%	Master's			76	
Black	6,872	11%	7%	Research Doctorate			27	
Other	8,655	14%	9%	Professional Doctorate			3	
Full-Time	41,007	65%	3%	Faculty (Fall 2015)	Full-Time	Part-Time	Undergraduate Instructional Program: Professions plus arts & sciences, high graduate Graduate Instructional Program: Research Doctoral: Comprehensive programs, with medical	
Part-Time	22,009	35%	5%		TOTAL	1,626		
Undergraduate	54,073	86%	3%	Tenure & Ten. Track			851	
Graduate	8,012	13%	3%	Non-Tenured Faculty			775	
Unclassified	931	1%	27%				28	
							Size and Setting:	Four-year, large, primarily nonresidential
							Community Engagement:	Yes

DEGREE PRODUCTIVITY AND PROGRAM EFFICIENCY



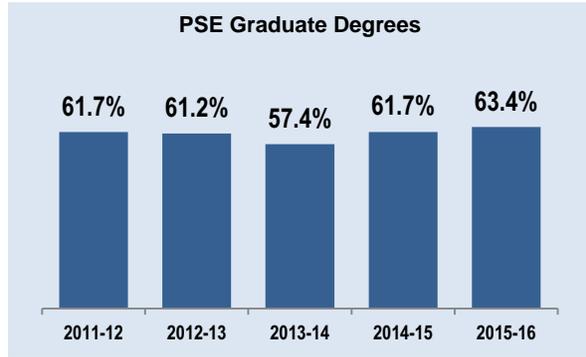
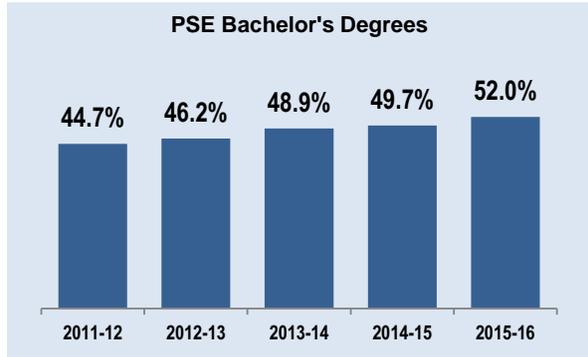
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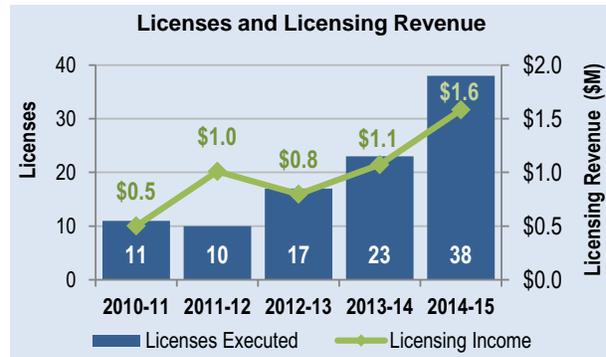
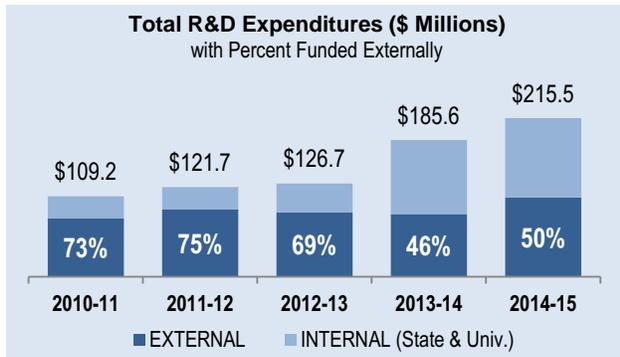
UNIVERSITY OF CENTRAL FLORIDA

Dashboard

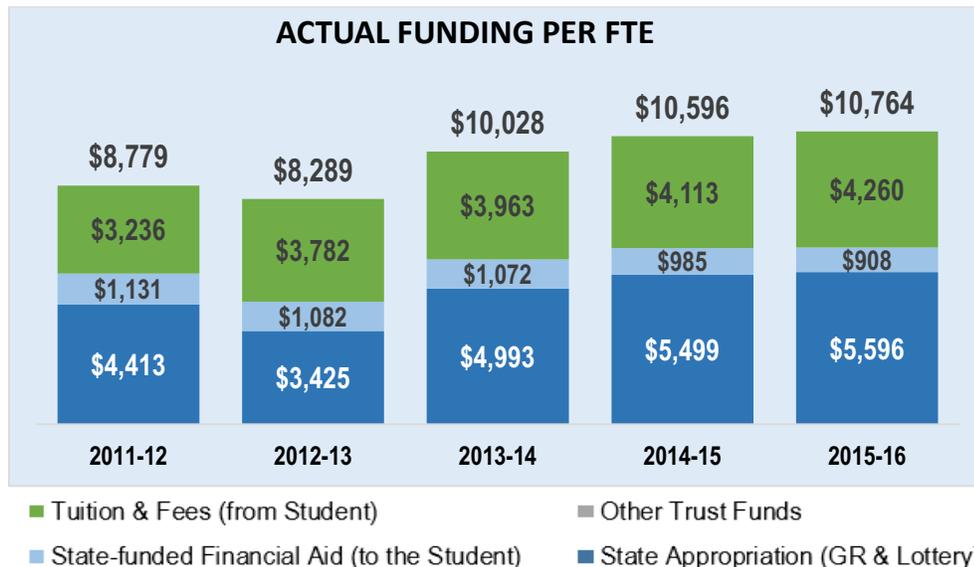
DEGREES AWARDED IN PROGRAMS OF STRATEGIC EMPHASIS



RESEARCH AND COMMERCIALIZATION ACTIVITY



RESOURCES

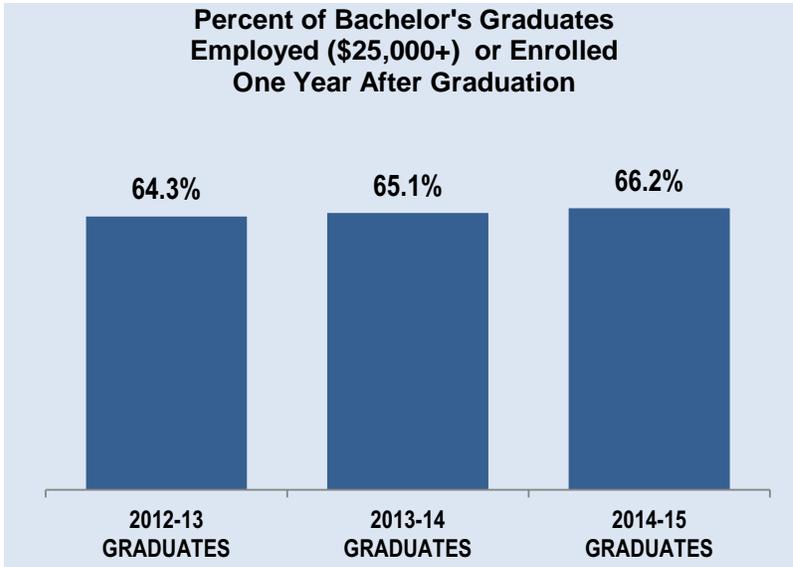


Note: Tuition and Fee revenues include tuition, tuition differential fee and E&G fees (i.e., application, late registration, and library fees/fines) based on the actual amount collected (not budget authority) by universities as reported in their Operating Budget 625 reports. Other local fees that do not support E&G activities are not included here. Please note that a portion of the Tuition & Fees is supported by federal SFA programs (ie, Pell grants). State-funded Student Financial Aid amounts include the 11 SFA programs that OSFA reports annually. State Appropriations includes General Revenues, Lottery and Other Trust funds (i.e., Federal Stimulus for 2009-10 and 2010-11 only) that are directly appropriated to the university as reported in Final Amendment Package. Student FTE are actual and based on the standard IPEDS definition of FTE (equal to 30 credit hours for undergraduates and 24 for graduates). This data does not include funds or FTE from special units (i.e., IFAS, Health-Science Centers or Medical Schools). Not adjusted for inflation.



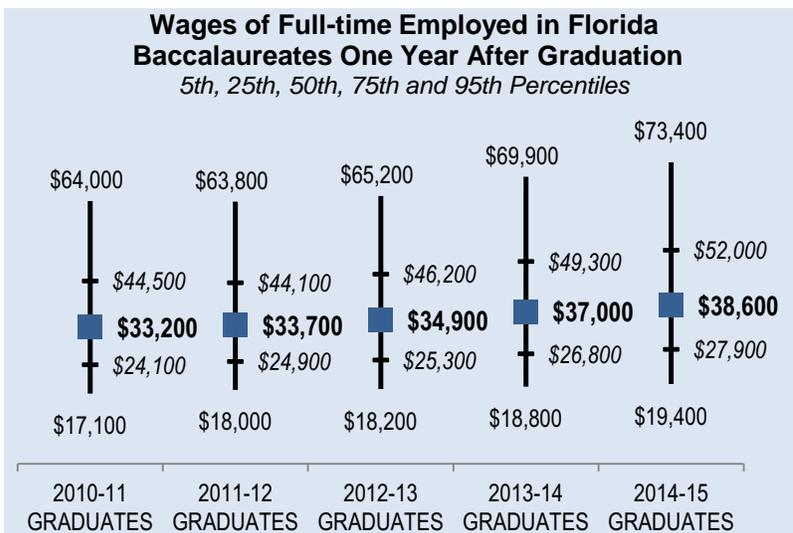
Dashboard

POST-GRADUATION METRICS



Notes: Percentages are based on the number of recent baccalaureate graduates who are either employed full-time or continuing their education in the U.S. (based on the National Student Clearinghouse data). Full-time employment is based on those who earned more than a full-time (40hrs a week) worker making minimum wage. Due to limitations in the data, the continuing enrollment data includes any enrollment the following year regardless of whether the enrollment was post-baccalaureate or not. Board of Governors staff found 94% of the total 2014-15 graduating class.

See Table 40 within this report for additional information about this metric.



Notes: Wage data is based on annualized Unemployment Insurance (UI) wage data for those graduates who earned more than a full-time employee making minimum wage in the fiscal quarter a full year after graduation. This UI wage data does not include individuals who are self-employed, employed by the military or federal government, or those without a valid social security number. In 2014-15, these data accounted for 60% of the total graduating class. This wage data includes graduates who were employed full-time (regardless of their continuing enrollment). Wages are provided for 5th, 25th, 50th, 75th and 95th percentiles. Median wages are identified by bolded values. The interquartile range (shown in italics) represents 50% of the wage data. Wages rounded to nearest hundreds.



Performance Based Funding Metrics

		2013-14	2014-15	CHANGE
1	Percent Employed (\$25,000+) or Enrolled One Year After Graduation	65.1%	66.2%	1.1%
		2013-14	2014-15	CHANGE
2	Median Wages of Bachelor's Graduates Employed Full-time One Year After Graduation	\$37,000	\$38,600	4.3%
		2014-15	2015-16	CHANGE
3	Cost to the Student: Net Tuition & Fees per 120 Credit Hours	\$15,330	\$15,280	-0.3%
		2009-15	2010-16	CHANGE
4	Six-Year Graduation Rate for First-time-in-College (FTIC) Students	70.1%	68.3%	-1.9%
		2014-15	2015-16	CHANGE
5	Academic Progress Rate	86.6%	86.5%	-0.1%
		2014-15	2015-16	CHANGE
6	Bachelor's Degrees Awarded within Programs of Strategic Emphasis	49.7%	52.0%	2.3%
		FALL 2014	FALL 2015	CHANGE
7	University Access Rate	39.4%	39.8%	0.4%
		2014-15	2015-16	CHANGE
8	Graduate Degrees Awarded within Programs of Strategic Emphasis	61.7%	63.4%	1.7%
		2014-15	2015-16	CHANGE
9	<i>Board of Governors Choice Metric:</i> Bachelor's Degrees Without Excess Hours	69.2%	66.3%	-2.9%
		2014-15	2015-16	CHANGE
10	<i>Board of Trustees Choice Metric:</i> Bachelor Degrees Awarded	12,629	12,832	1.6%

Note: The annual data shown above is rounded to one decimal. The one-year change data is based on the non-rounded annual data and may not appear to sum due to rounding.



Key Achievements (2015-16)

STUDENT AWARDS/ACHIEVEMENTS

1. Engineering student Albert Manero (founder of the Limbitless Solutions) was named among the "15 People to Watch" in Central Florida by *Orlando* magazine. Manero also received the governor's top volunteer award.
2. Burnett Honors College student John Vastola was selected as a Rhodes Scholarship Finalist.
3. The UCF Collegiate Cyber Defense Competition Team won first place at the College Cyber Security Championship Cup and won the National Collegiate Cyber Defense Competition for the third year in a row.

FACULTY AWARDS/ACHIEVEMENTS

1. College of Business Administration professor Dr. Dean Cleavenger was awarded the Core Fulbright Scholar Award by the United States Department of State Bureau of Educational and Cultural Affairs for his teaching and research in Romania;
2. Mubarak Shah, Trustee Chair Professor of Computer Science, was listed as one of the most cited authors in the *International Journal of Computer Vision* and the highest cited author at UCF by Google Scholar.
3. College of Sciences physics professor Josh Caldwell was a Principal Investigator on the first science payload to fly on the suborbital Blue Origin rocket, and he also provided hardware for the NASA Strata-1 experiment, which is now in the International Space Station.

PROGRAM AWARDS/ACHIEVEMENTS

1. *Princeton Review* and *PC Gamer* ranked the Florida Interactive Entertainment Academy for video game graduate programs in North America.
2. The Rosen College of Hospitality Management program was ranked in the top five hospitality and hotel management schools in the world by *CEOWorld*.
3. *U.S. News & World Report* ranked 18 UCF graduate programs among the Top 100 in the country.

RESEARCH AWARDS/ACHIEVEMENTS

1. UCF researchers received a record \$145.75 million in funded research. The UCF Applied Research Institute was established and secured its first grant for over \$2 million.
2. UCF, in partnership with Massachusetts Institute of Technology, was awarded a \$75 million contract to develop smart fiber technology.
3. The U.S. Department of Agriculture awarded UCF a \$4.6 million grant to fight citrus greening and recognized UCF as a Center of Excellence. That designation, a first for the USDA, recognizes the university's capability and effectiveness as a research institution.

INSTITUTIONAL AWARDS/ACHIEVEMENTS

1. The Education Trust ranked UCF among the best public universities in the nation when it comes to reducing the graduation-rate gap between black and white students.
2. *U.S. News & World Report* ranked UCF 13th as one of the nation's "Most Innovative Schools" and 91st among public institutions.
3. UCF received a top-20 ranking from the National Academy of Inventors for patents by public universities.



Narrative

Teaching and Learning

STRENGTHEN QUALITY AND REPUTATION OF ACADEMIC PROGRAMS AND UNIVERSITIES

Student Quality

The average Fall 2015 FTIC SAT score was 1261, a five point increase over last year. The average Fall 2015 incoming student high school GPA was 4.00, a 0.08 point increase over last year.

The average Fall 2015 SAT score for The Burnett Honors College was 1403, an increase of five points.

The FTIC full-time student retention rate increased to 89.1 percent (a 1.6 percentage point increase).

More than 23,000 UCF students received Bright Futures scholarships.

College of Health and Public Affairs student Nonica Santiago was the only student nationwide to receive the 2015 Student Triumph Award from the American Health Information Management Association.

College of Health and Public Affairs social work student Bernarda Elizabet Garcia received the 2015 Mario Savio Lecture Fund's Young Activist Award, and her work with the Hope Community Center in Apopka was featured in *The Chronicle of Higher Education*.

College of Engineering and Computer Science student Rebecca McLean received the 2016 Undergraduate Student Award in environmental chemistry from the American Chemical Society.

College of Engineering and Computer Science doctoral student Jared Church won the National Aeronautics and Space Administration/Florida Space Grant Consortium doctoral fellowship, one of only 11 awarded nationally.

College of Engineering and Computer Science Programming Team finished 33rd in the world finals and 3rd among United States teams at the Association for Computing Machinery and the International Collegiate Programming Contest.

LEAD Scholars Academy students Alexis Ghersi, Andrew Aboujaoude, and Jennifer Carvel received the Clinton Global Initiative University Resolution Project Award. Only 20 awards were given at the conference.

Program Quality

U.S. News & World Report ranked UCF 91st among public universities and 168th among all national universities.

College Rankings: College of Engineering and Computer Sciences (82nd), College of Education and Human Performance (91st).

Program Specific Rankings (in Top 100): Student Counseling and Personnel Services (9th), Atomic/Molecular/Optical (14th), Nonprofit Management (17th), Criminology (26th), Healthcare Management (38th), Industrial Engineering (39th), Speech-Language Pathology (53rd), Public

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Affairs (63rd), Computer Engineering (64th), Materials Engineering (65th), Electrical Engineering (66th), Civil Engineering (75th), Environmental Engineering (75th), Social Work (78th), Physics (85th), Medical Research (88th), Computer Science (90th) and Doctor of Nursing Practice (100th).

Kiplinger named UCF 36th in the Best Values category for public colleges.

Forbes ranked UCF as 162nd in research universities and 82nd among all universities in the South.

The College of Arts and Humanities Department of English was ranked as the 2nd Best Online English and Humanities Program by Affordable College Online.

The College of Education and Human Performance Elementary Education bachelor's degree program was ranked 5th in the nation for traditional teacher education programs by Brookhill Institute of Mathematics.

The College of Education and Human Performance Sport and Exercise Science Ph.D. program was ranked 6th nationally for programs of similar size by the National Academy of Kinesiology.

The College of Nursing master's program was ranked 18th by *Best Colleges*.

The College of Arts and Humanities Florida Interactive Entertainment Academy, was ranked 5th in the nation for animation programs in the South and 30th in the nation for animation programs in the United States by *Animation Career Review*.

The College of Arts and Humanities School of Performing Arts received its first accreditation by the National Association of School of Theaters.

The Center for Distributed Learning was awarded the following recognitions:

- Online Learning Consortium Effective Practice Award
- 2nd and 3rd place awards in the IMS Global Learning Consortium "Learning Innovation App Challenge"
- *Campus Technology* Innovators Award

Collaborations

Continuing its charter membership in the University Innovation Alliance (UIA), UCF and the UIA were awarded an additional \$3.85 million in new funding from the Bill & Melinda Gates Foundation, Ford Foundation, and USA Funds to support the UIA's work to improve college completion rates. In addition, the UIA was awarded \$8.9 million from the U.S. Department of Education to conduct a four-year research study on the group's 11-member campuses to evaluate the effectiveness of advising to increase retention, progression, and graduation rates for low-income and first-generation students. Since its inception, UIA members have increased the proportion of degrees awarded to low-income students by three percent, while decreasing the gap in graduation rates between low-income students and their more affluent peers. UCF has increased the number of low-income graduates by more than 19 percent. The other UIA members include Arizona State University, Georgia State University, Iowa State University, Michigan State University, The Ohio State University, Oregon State University, Purdue University, University of California-Riverside, University of Kansas, and University of Texas at Austin.

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UCF is a partner institution of Frontier Set, a select group of 29 colleges and universities and two state systems, funded by the Bill and Melinda Gates Foundation, that is committed to dramatically increasing student success and eliminating racial, ethnic, and socioeconomic disparities in college attainment.

The Rosen College of Hospitality Management finalized the Reciprocal Exchange Program with the University of Canberra, Australia, and Sun Yat-sen University, China, which increases international focus to our curricula, enhances career development, provides student development and leadership growth, and enhances UCF's goal of being a leading partnership university.

INCREASE DEGREE PRODUCTIVITY AND PROGRAM EFFICIENCY

Degrees

UCF awarded 12,960 bachelor's degrees, an increase of 1.3 percent; 2,218 master's degrees, a decrease of 0.7 percent; and 440 doctoral degrees, an increase of 4.0 percent.

The Veterans Academic Resource Center helped 396 student-veterans earn degrees.

During the past decade, the gap between graduation rates of black and white students has been reduced by 1.9 percent.

Enrollment

UCF total enrollment increased 3.61 percent to 63,016.

African-American enrollment reached 6,872, a 7.2 percent increase over last year. Hispanic enrollment reached 14,195, an 8.1 percent increase over last year.

Study abroad programs enrolled 439 students, an 18 percent increase over last year.

UCF enrolled 2,412 international students from 124 different countries.

Online Learning

Online learning activity increased to 39.6 percent of total credit hours, an increase of 1.8 percent.

Among all registered students, 78.7 percent (58,095) took at least one fully online or blended-learning course.

Registration in online courses accounted for 30.5 percent of the total university student credit hour production.

The university offered 19 online bachelor's programs, 28 online minors, 27 online graduate certificate programs, 27 online master's programs, and two online doctoral programs.

Student Success

Student Financial Aid dispersed \$472 million in support.

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UNIVERSITY OF CENTRAL FLORIDA

The Student Academic Resource Center was recognized as one of 100 test centers to earn the National Test Center Certification distinction from among 650 institutional members across the United States and Canada.

The DirectConnect to UCF Pathway program was nationally recognized with the annual WCET Outstanding Work Award, which is presented to colleges, universities, and other organizations for exceptionally creative, technology-based solutions to a significant problem or need in higher education.

The Latino Faculty and Staff Association, along with the Office of Diversity and Inclusion, launched CREAR (College Readiness, Achievement, and Retention) Futuros. The program pairs students with student mentors who will introduce them to campus resources, provide tips on stress and time management, and offer insights on how to make the most of their time at UCF.

Transfer and Transition Services won the Statewide Exemplary Practices presented by the Association of Florida Colleges (AFC). This is the highest award given by the AFC, Student Development Commission.

INCREASE THE NUMBER OF DEGREES AWARDED IN STEM AND OTHER PROGRAMS OF STRATEGIC EMPHASIS

UCF awarded 52 percent of bachelor's degree in STEM and other programs of strategic emphasis, an increase of 2.3 percentage points.

UCF awarded 63.4 percent of graduate degrees in STEM and other programs of strategic emphasis, an increase of 1.7 percentage points.

The College of Nursing Doctorate of Nursing Practice, and two graduate certificate programs designed for nurse practitioners were reaccredited for 10 years by the Commission on Collegiate Nursing Education.

The College of Sciences' Physics Ph.D. program was named one of six Bridge Program Sites in the nation by the American Physical Society. This program was recently initiated by the society and has already helped double the participation of underrepresented minorities in physics Ph.D. programs. UCF received six bridge program students in 2015-16.



Narrative

Scholarship, Research and Innovation

STRENGTHEN QUALITY AND REPUTATION OF SCHOLARSHIP, RESEARCH AND INNOVATION

Professionals at UCF received \$145.75 million in funded research. Forty-four researchers received \$1 million or more in funding during the year.

The American Association for the Advancement of Science elected Professor Martin Richardson, College of Optics and Photonics, as a fellow for his contributions to science and technology. He was recognized for his work in developing high-power pulsed lasers and for their use in understanding the science of high-power laser light interaction with laser-induced plasmas.

College of Engineering and Computer Science Electrical Engineering professor Issa Batarseh and College of Optics and Photonics professor Guifang Li were named National Academy of Inventors Fellows. They are UCF's 8th and 9th members of the select academy.

Michael Chini, assistant physics professor in the College of Sciences, and Sumit Jha, assistant computer science professor in the College of Engineering and Computer Science, earned 2 of 56 Young Investigator Research Programs awards by the Office of Naval Research.

College of Health and Public Affairs professor of Public Administration, Mary Ann Feldheim, received the 2016 Joan Fiss Bishop Leadership Award, which is given through the American Society for Public Administration, Section on Women in Public Administration.

INCREASE RESEARCH AND COMMERCIALIZATION ACTIVITY

In its inaugural year, the Faculty Cluster Initiative added 33 new faculty members in six fields to advance areas of excellence and global impact. The interdisciplinary faculty teams are in the fields of cyber security and privacy, renewable energy, bioinformatics, energy conversion, sustainable coastal systems, and prosthetic interfaces.

UCF faculty members published more than 100 books, 302 book chapters, 2,242 journal articles, 1,889 conference proceedings, and 2,947 peer reviewed publications.

The Office of Research and Commercialization signed a \$22.3 million cooperative agreement with the Army Research Lab for work done by the Institute for Simulation and Training.

INCREASE COLLABORATION AND EXTERNAL SUPPORT FOR RESEARCH ACTIVITY

Key partnerships with industry resulted in award of seven new grants:

- \$13 million from the Department of Justice
- \$733,000 from the National Science Foundation
- \$315,000 from Qatar
- \$193,368 from the Army Research Office
- \$154,202 from SRI International

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- \$150,000 from the National Geospatial Intelligence Agency
- \$30,000 from University of South Florida

The Center for Research in Computer Vision hosted eight international research scholars from around the world to work on different projects and foster relationships for future collaborations.

A new partnership was established with Belgium's nanotechnology research firm Imec. Imec has financed a nine-month visit for Electrical Engineering graduate student Kortan Ogutman to work on a joint project in its facility.

The NASA Florida Space Grant Consortium, led by UCF, provided 99 fellowships, scholarships, and research awards to students from 10 Florida universities and colleges and three community colleges.

UCF's Florida Space Institute in collaboration with Honeybee Robotics has demonstrated the feasibility of a system to refuel small spacecraft.

UCF completed a successful pilot project with Boeing, laying the groundwork for multi-year funding (\$50,000 for the pilot, \$150,000+ pending).

The College of Medicine received a \$51,000 grant to partner with the McCormick Research Foundation for Veteran's PTSD Equine Therapy research.



Narrative

Community and Business Engagement

STRENGTHEN QUALITY AND REPUTATION OF COMMITMENT TO COMMUNITY AND BUSINESS ENGAGEMENT

UCF Health, the College of Medicine's physician practice, received recognition as a nationally certified Patient-Centered Medical Home for its use of evidence-based, patient-centered care in a teamwork environment. About 10 percent of the nation's primary care practices have received the honor.

Richard Lapchick, director of the DeVos Sport Business Management program, was honored by Harvard Medical School and the Dana-Farber Cancer Center with the Harvard Impact Global Health Catalyst Distinguished Leader Award for his work with cognitive and behavioral health in sports.

The Global Perspectives Office and its affiliates provided undergraduate students with access to a selection of 30 prominent speakers and specialists. Examples of distinguished visitors included Bill Nye, Nbada Mandela, Angela Oh, Kevin Bales, Shireen Hunter, and Allan Goodman.

The UCF Police Department provided "Not Anymore" prevention education to 18,133 incoming students. This tutorial addresses sexual, dating, and domestic violence, stalking, and bystander intervention in compliance with the 2014 Violence Against Women Act. Since its inception in 2010, the program has reached 81,113 students.

UCF generated 262.2 million total print, radio, outdoor, and online impressions with a widespread marketing campaign targeting prospective students, parents, and a variety of other stakeholders. This was a 69 percent increase over last year.

Pegasus magazine generated approximately 670,000 impressions and won 42 peer-reviewed awards. *Pegasus* featured more than 110 faculty and staff members along with 800 alumni. The magazine won both a gold and silver award from the Council for the Advancement and Support of Education.

More than 1.1 million copies of enrollment marketing material for Undergraduate Admissions were distributed to potential students and others.

UCF was featured in the story "A University Touched by Tragedy Ponders How to Recover" in the *Chronicle of Higher Education* following the Pulse shooting tragedy.

The Office of Local and State Government Affairs placed 16 students in the offices of eight Florida Senate and six Florida House Legislators, including the offices of both the speaker and the president. One legislative scholar was placed in Orange County government and one in the Gray Robinson law firm.

INCREASE LEVELS OF COMMUNITY AND BUSINESS ENGAGEMENT

Knight-Thon, UCF's largest student-run philanthropic event, raised \$1,001,678 for the Children's Miracle Network, an increase of \$313,629 over last year's amount. The event had 2,500 student participants and it was the 8th largest dance marathon in the nation.

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Students contributed 157,804 hours to activities sponsored by Volunteer UCF with an economic impact of \$3,493,781.

Student-athletes completed 3,862 service hours. Among the organizations they served were the Boys and Girls Club, Courts for Kids, Junior Achievement, Miracle League, Florida Hospital for Children, Feed Children Everywhere, Relay for Life, Habitat for Humanity, and Second Harvest Food Bank.

The Knights Helping Knights Pantry distributed more than 26,754 pounds of food to students in need.

The Burnett Honors College students volunteered as mentors assisting 11th graders with College Readiness including the financial aid process and college application process; as well as providing over \$125,000 worth of scholarship to students at three local high schools through the Elevation Financial Group.

UCF was named to the "Top 50 LGBT-Friendly" list of universities and colleges in the nation.

The Office of Community Relations coordinated UCF's involvement in the 2015 Greater Orlando Heart Walk. Held on the Orlando campus, the event attracted approximately 20,000 participants. The university sponsored 33 teams that raised \$43,217.

The Division of Administration and Finance partnered with the Heart of Florida United Way to manage the university's 2015 United Way Campaign.

The Community Relations Division provided support for internal and external community initiatives by belonging to organizations such as the Hispanic Chamber of Commerce, the African American Chamber of Commerce, the Central Florida Disability Chamber, and Orlando's LGBT Chamber of Commerce.

The Department of Purchasing expended \$36.9 million with companies that qualified as diversity contractors, exceeding last year's total by \$5.2 million.

The Metro Center sponsored or co-presented 11 community events in the last fiscal year. These events highlighted areas and programs of UCF excellence and reinforced UCF as a resource in the community.

UCF's marketing efforts engaged 2.95 million unique visitors from 221 countries on the UCF website, attracted readers from 214 countries to *UCF Today*, achieved 255,667 Facebook fans throughout the world, and supported the viewing of 891,461 minutes of video on the university's *YouTube* channel.

The endowment of the Foundation ended the year with a balance of \$146.4 million, generating a spendable amount of \$5.1 million for use in 2016-17. Approximately 15,500 donors gave or pledged over \$58.6 million, including \$7.6 million in planned gifts. *Believe*, the faculty and staff fundraising campaign, secured gifts from a record 1,850 donors. Fiscal year 2016 was the most productive year to date of the IGNITE Campaign, which has generated approximately \$260 million.

Among this year's notable fundraising commitments were:

- Presagis USA's \$9.5 million gift-in-kind of computer software
- More than \$20 million raised for UCF Downtown including:
 - Anonymous donor's gift of \$7 million
 - Dr. Phillips Charities contributed \$3 million
 - Florida Hospital, the Orlando Magic, and CFE Federal Credit Union's pledge of \$1.5 million each

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- BB&T and Creative Village Orlando's pledge of \$1 million each

INCREASE COMMUNITY AND BUSINESS WORKFORCE

UCF continued its membership in the Florida Consortium of Metropolitan Research Universities. The partnership between Florida's three largest urban research universities – UCF, Florida International University, and the University of South Florida – seeks to help more students graduate from college and boost economic development around the state.

UCF produces more engineering graduates who get jobs with aerospace and defense companies than any other university in the nation, according to an annual workforce survey conducted by *Aviation Week*, the top aviation industry publication in the United States.

The CFE Arena hosted four career fairs that served more than 7,500 UCF students, veterans, and community members.

Career Services had 612 students participate in the Career Work Experience Program, with students earning over \$6 million through the program.

The College of Undergraduate Studies had 8,847 students participate in co-ops and internships.

The Division of Communications and Marketing helped to attract 4,666 faculty applicants for 100 positions in support of a campaign titled "UCF Hires Faculty." The campaign generated 13 million media impressions and resulted in 175 hires over a two-year period.

College of Business Dean Paul Jarley developed The EXCHANGE to prepare students with the knowledge, skills, and abilities needed for their first job and as future leaders in the communities they serve. From October 2015 – June 2016 over 95 speakers presented at The EXCHANGE and over 7,370 people attended.



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Section 1 – Financial Resources

TABLE 1A. University Education and General Revenues

	2012-13 Actual	2013-14 Actual	2014-15 Actual	2015-16 Actual	2016-17 Estimates
MAIN OPERATIONS					
Recurring State Funds	\$170,599,744	\$239,382,364	\$271,736,900	\$263,739,521	\$280,678,830
Non-Recurring State Funds	\$2,000,000	\$9,624,575	\$4,450,724	\$24,979,291	\$45,712,692
Tuition	\$193,715,731	\$198,942,361	\$201,228,657	\$202,873,549	\$205,063,436
Tuition Differential Fee	\$44,021,427	\$47,438,857	\$48,573,637	\$50,485,653	\$51,510,648
Misc. Fees & Fines	\$7,348,478	\$4,724,992	\$6,244,866	\$13,284,570	\$14,378,112
SUBTOTAL	\$417,685,380	\$500,113,149	\$532,234,784	\$555,362,584	\$597,343,718
HEALTH SCIENCE CENTER / MEDICAL SCHOOL					
Recurring State Funds	\$22,989,863	\$24,514,526	\$25,257,576	\$25,601,541	\$26,040,566
Non-Recurring State Funds	\$0	\$32,946	\$500,000	\$500,000	\$100,000
Tuition	\$7,777,491	\$10,474,857	\$13,240,908	\$14,480,083	\$15,409,240
Tuition Differential Fee	\$0	\$0	\$0	\$0	\$0
Misc. Fees & Fines	\$316,851	\$247,459	\$459,307	\$461,236	\$245,000
SUBTOTAL	\$31,084,205	\$35,269,788	\$39,457,791	\$41,042,860	\$41,794,806
CENTER FOR STUDENTS WITH UNIQUE ABILITIES					
Recurring State Funds	\$0	\$0	\$0	\$0	\$8,000,000
Non-Recurring State Funds	\$0	\$0	\$0	\$0	\$0
Tuition	\$0	\$0	\$0	\$0	\$0
Tuition Differential Fee	\$0	\$0	\$0	\$0	\$0
Misc. Fees & Fines	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$0	\$0	\$0	\$0	\$8,000,000
TOTAL	\$448,769,585	\$535,382,937	\$571,692,575	\$596,405,444	\$647,138,524

Recurring State Funds: Include general revenue and lottery education & general (E&G) appropriations and any administered funds provided by the state, including annual adjustments of risk management insurance premiums for the estimated year. This does not include technical adjustments or transfers made by universities after the appropriation. Please note: 2013-14 revenues include the non-recurring \$300M system budget reduction. *Sources: SUS Final Amendment Packages were used for actual years; and, the latest SUS University Conference Report and various workpapers were used for the estimated year.* **Non-Recurring State Funds:** include general revenue and lottery education & general appropriations and any administered funds provided by the state. This does not include technical adjustments or transfers made by Universities after the appropriation. *Source: non-recurring appropriations section of the annual Allocation Summary and Workpapers that include all other non-recurring budget amendments allocated later in the fiscal year.* **Note on Performance Funding:** the State investment piece of performance funding is reported in the 'Non-Recurring State Funds' and the Institutional investment piece is reported within 'Recurring State Funds'. **Tuition:** Actual resident & non-resident tuition revenues collected from students, net of fee waivers. *Source: Operating Budget, Report 625 – Schedule I-A.* **Tuition Differential Fee:** Actual tuition differential revenues collected from undergraduate students. *Source: Operating Budget, Report 625 – Schedule I-A.* **Miscellaneous Fees & Fines:** Other revenue collections include items such as application fees, late registration fees, library fines, miscellaneous revenues. This is the total revenue from Report 625 minus tuition and tuition differential fee revenues. This does not include local fees. *Source: Operating Budget, Report 625 – Schedule I-A.* **Phosphate/Other Trust Fund:** State appropriation for the Florida Industrial and Phosphate Research Institute at the University of South Florida (for history years through 2012-13); beginning 2013-14 the Phosphate Research Trust Fund is appropriated through Florida Polytechnic University. Other Operating Trust Funds. For UF-IFAS and UF-HSC, actual revenues from the Incidental Trust Funds and Operations & Maintenance Trust Fund are provided by the University of Florida. *Source: Final Amendment Package. This data is not adjusted for inflation.*



Section 1 – Financial Resources *(continued)*

TABLE 1B. University Education and General Expenditures *(Dollars in Millions)*

	2011-12*	2012-13	2013-14	2014-15	2015-16
MAIN OPERATIONS					
Instruction/Research	\$246,805,394	\$274,683,472	\$286,919,266	\$316,786,470	\$337,805,478
Administration and Support	\$48,181,160	\$58,512,010	\$60,046,242	\$73,825,533	\$77,833,766
PO&M	\$28,657,987	\$68,274,029	\$55,699,148	\$50,562,078	\$81,695,405
Student Services	\$31,577,267	\$41,102,214	\$46,154,393	\$54,316,970	\$53,949,634
Library/Audio Visual	\$12,478,605	\$11,965,740	\$14,141,739	\$13,560,154	\$14,266,042
Other	\$4,098,672	\$6,693,458	\$5,970,919	\$5,567,197	\$5,380,882
SUBTOTAL	\$371,799,085	\$461,230,923	\$468,931,707	\$514,618,402	\$570,931,207
HEALTH SCIENCE CENTER / MEDICAL SCHOOL					
Instruction/Research	\$19,470,681	\$23,145,032	\$21,995,684	\$27,900,022	\$31,002,805
Administration and Support	\$3,657,268	\$3,442,636	\$4,253,171	\$4,883,285	\$4,845,255
PO&M	\$300,641	\$1,199,110	\$1,387,977	\$1,652,368	\$1,816,548
Library/Audio Visual	\$633,400	\$1,917,964	\$2,147,592	\$2,609,279	\$2,534,325
Teaching Hospital & Clinics	\$0	\$0	\$0	\$0	\$0
Student Services, and Other	\$0	\$0	\$0	\$0	\$4,358,478
SUBTOTAL	\$24,061,990	\$29,704,742	\$29,784,424	\$37,044,954	\$44,557,411
TOTAL	\$395,861,075	\$490,935,665	\$498,716,131	\$551,663,356	\$615,488,618

The table reports actual expenditures from revenues appropriated by the legislature for each fiscal year. The expenditures are classified by Program Component (e.g., Instruction/Research, PO&M, Administration, etc...) for activities directly related to instruction, research and public service. The table does not include expenditures classified as non-operating expenditures (e.g., to service asset-related debts), and therefore excludes a small portion of the amount appropriated each year by the legislature. Note*: FY 2012-2013 reflects a change in reporting expenditures from prior years due to the new carry-forward reporting requirement as reflected in the 2013-2014 SUS Operating Budget Reports. Since these expenditures will now include carry-forward expenditures, these data are no longer comparable to the current-year revenues reported in table 1A, or prior year expenditures in table 1B. This data is not adjusted for inflation.

Instruction & Research: Includes expenditures for state services related to the instructional delivery system for advanced and professional education. Includes functions such as; all activities related to credit instruction that may be applied toward a postsecondary degree or certificate; non-project research and service performed to maintain professional effectiveness; individual or project research; academic computing support; academic source or curriculum development. Source: Operating Budget Summary - Expenditures by Program Activity (or Report 645). **Administration & Support Services:** Expenditures related to the executive direction and leadership for university operations and those internal management services which assist and support the delivery of academic programs. Source: Operating Budget Summary - Expenditures by Program Activity (or Report 645). **PO&M:** Plant Operations & Maintenance expenditures related to the cleaning and maintenance of existing grounds, the providing of utility services, and the planning and design of future plant expansion and modification. **Student Services:** Includes resources related to physical, psychological, and social well-being of the student. Includes student service administration, social and cultural development, counseling and career guidance, financial aid, and student admissions and records. **Other:** includes Institutes and Research Centers, Radio/TV, Museums and Galleries, Intercollegiate Athletics, Academic Infrastructure Support Organizations. Source: Operating Budget Summary - Expenditures by Program Activity (or Report 645).

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Section 1 – Financial Resources *(continued)*

TABLE 1C. Funding per Full-Time Equivalent (FTE) Student

	2011-12	2012-13	2013-14	2014-15	2015-16
State Appropriation <i>(GR & Lottery)</i>	\$4,413	\$3,425	\$4,993	\$5,499	\$5,596
Tuition & Fees <i>(State-funded Aid)</i>	\$1,131	\$1,082	\$1,072	\$985	\$908
Tuition & Fees <i>(from Student)</i>	\$3,236	\$3,782	\$3,963	\$4,113	\$4,260
Other Trust Funds	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,779	\$8,289	\$10,028	\$10,596	\$10,764

Notes: **State Appropriations** includes General Revenues and Lottery funds that are directly appropriated to the university as reported in Final Amendment Package. This does not include appropriations for special units (e.g., IFAS, Health Science Centers, and Medical Schools). **Tuition and Fee** revenues include tuition and tuition differential fee and E&G fees (e.g., application, late registration, and library fees/fines) as reported on the from the Operating Budget 625 reports. Other local fees that do not support E&G activities are not included here (see Board of Governors Regulation 7.003). To more accurately report the full contribution from the State, this table reports the state-funded financial aid separately from the tuition and fee payments universities receive from students (which may include federal financial aid dollars). The state-funded gift aid includes grants and scholarships as reported by universities to Board during the academic year in the State University Database (SUDS). **Other Trust funds** (e.g., Federal Stimulus for 2009-10 and 2010-11 only) as reported in Final Amendment Package. **Full-time Equivalent enrollment** is based on actual FTE, not funded FTE; and, does not include Health-Science Center funds or FTE. This data is based on the standard IPEDS definition of FTE, equal to 30 credit hours for undergraduates and 24 for graduates. *This data is not adjusted for inflation.*

TABLE 1D. Cost per Bachelor's Degree

	2008-12	2009-13	2010-14	2011-15	2012-16
Cost to the Institution	\$20,280	\$21,060	\$22,430	\$24,190	\$26,550
[NEW]	2011-12	2012-13	2013-14	2014-15	2015-16
Cost to the Student: Net Tuition & Fees per 120 Credit Hours	.	.	\$16,260	\$15,330	\$15,280

Notes: **Cost to the Institution** reports the Full expenditures include direct instructional, research and public service expenditures and the undergraduate portion of indirect expenditures (e.g., academic administration, academic advising, student services, libraries, university support, and Plant Operations and Maintenance). For each year, the full expenditures were divided by undergraduate fundable student credit hours to calculate the full expenditures per credit hour, and then multiplied by 30 credit hours to represent the annual undergraduate expenditures. The annual undergraduate expenditures for each of the four years was summed to provide an average undergraduate expenditures per (120 credit) degree. **Source:** State University Database System (SUDS), Expenditure Analysis: Report IV. **Net Tuition & Fees per 120 Credit Hours** represents the average tuition and fees paid, after considering gift aid (e.g., grants, scholarships, waivers), by resident undergraduate FTICs who graduate from a program that requires 120 credit hours. This data includes an approximation for the cost of books. For more information about how this metric is calculated please see the methodology document at the Board's webpage, at: http://www.flbog.edu/about/budget/performance_funding.php. *This data is not adjusted for inflation.*

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Section 1 – Financial Resources *(continued)***TABLE 1E. University Other Budget Entities** *(Dollars in Millions)*

	2011-12	2012-13	2013-14	2014-15	2015-16
Auxiliary Enterprises					
Revenues	\$136,915,241	\$150,749,952	\$152,225,292	\$162,692,583	\$172,241,429
Expenditures	\$116,221,223	\$138,676,700	\$165,148,876	\$169,260,105	\$187,878,200
Contracts & Grants					
Revenues	\$108,717,456	\$114,167,694	\$120,683,394	\$119,582,168	\$114,037,586
Expenditures	\$149,848,597	\$138,752,026	\$132,847,536	\$150,060,362	\$142,099,375
Local Funds					
Revenues	\$470,686,703	\$480,120,068	\$482,799,284	\$496,574,670	\$508,606,138
Expenditures	\$491,662,088	\$515,484,826	\$518,443,060	\$536,953,185	\$549,354,388
Faculty Practice Plans					
Revenues	\$573,997	\$1,414,463	\$1,628,691	\$2,326,263	\$3,109,557
Expenditures	\$2,208,382	\$3,375,678	\$2,437,524	\$4,470,322	\$5,176,308

Notes: Revenues do not include transfers. Expenditures do not include non-operating expenditures. **Auxiliary Enterprises** are self-supported through fees, payments and charges. Examples include housing, food services, bookstores, parking services, health centers. **Contract & Grants** resources are received from federal, state or private sources for the purposes of conducting research and public service activities. **Local Funds** are associated with student activity (supported by the student activity fee), student financial aid, concessions, intercollegiate athletics, technology fee, green fee, and student life & services fee. **Faculty Practice Plan** revenues/receipts are funds generated from faculty practice plan activities. Faculty Practice Plan expenditures include all expenditures relating to the faculty practice plans, including transfers between other funds and/or entities. This may result in double counting in information presented within the annual report. Source: Operating Budget, Report 615. *This data is not adjusted for inflation.*

TABLE 1F. Voluntary Support of Higher Education

	2011-12	2012-13	2013-14	2014-15	2015-16
Endowment Value (\$1000s)	\$122,609	\$135,462	\$154,595	\$150,668	\$146,416
Gifts Received (\$1000s)	\$14,858	\$38,839	\$23,116	\$36,847	\$22,427
Percentage of Alumni Donors	5.7%	6.1%	2.8%	1.5%	2.6%

Notes: **Endowment value** at the end of the fiscal year, as reported in the annual NACUBO Endowment Study. **Gifts Received** as reported in the Council for Aid to Education's Voluntary Support of Education (VSE) survey in the section entitled "Gift Income Summary," this is the sum of the present value of all gifts (including outright and deferred gifts) received for any purpose and from all sources during the fiscal year, excluding pledges and bequests. (There's a deferred gift calculator at www.cae.org/vse.) The present value of non-cash gifts is defined as the tax deduction to the donor as allowed by the IRS. **Percentage of Alumni Donors** as reported in the Council for Aid to Education's Voluntary Support of Education (VSE) survey in the section entitled "Additional Details," this is the number of alumni donors divided by the total number of alumni, as of the end of the fiscal year. "Alumni," as defined in this survey, include those holding a degree from the institution as well as those who attended the institution but did not earn a degree. *This data is not adjusted for inflation.*



Section 2 – Personnel

TABLE 2A. Personnel Headcount (in Fall term only)

	2011	2012	2013	2014	2015
Full-time Employees					
Tenured Faculty	579	595	602	600	602
Tenure-track Faculty	206	189	173	175	249
Non-Tenure Track Faculty	621	808	707	715	775
Instructors Without Faculty Status	0	0	0	0	0
Graduate Assistants/Associates	0	0	0	0	0
Non-Instructional Employees	3,070	3,218	3,139	3,267	3,399
FULL-TIME SUBTOTAL	4,476	4,810	4,621	4,757	5,025
Part-time Employees					
Tenured Faculty	18	21	13	12	18
Tenure-track Faculty	1	0	0	0	0
Non-Tenure Track Faculty	20	28	20	32	28
Instructors Without Faculty Status	735	725	724	698	675
Graduate Assistants/Associates	1,541	1,568	1,512	1,568	1,635
Non-Instructional Employees	31	18	17	23	26
PART-TIME SUBTOTAL	2,346	2,360	2,286	2,333	2,382
TOTAL	6,822	7,170	6,907	7,090	7,407

Note: This table is based on the annual IPEDS Human Resources Survey, and provides full- and part-time medical and non-medical staff by faculty status and primary function/occupational activity. **Tenured and Tenure-Track Faculty** include those categorized within instruction, research, or public service. **Non-Tenure Track Faculty** includes adjunct faculty (on annual and less than annual contracts) and faculty on multi-year contracts categorized within instruction, research, or public service. **Instructors Without Faculty Status** includes postdoctoral research associates, and individuals hired as a staff member primarily to do research on a 3-year contract without tenure eligibility categorized within instruction, research, or public service. **Non-Instructional Employees** includes all executive, administrative and managerial positions regardless of faculty status; as well as, other support and service positions regardless of faculty status. Note: The universities vary on how they classify adjuncts (some include them as non-tenure track faculty while others do not consider them faculty and report them as instructors without faculty status) and part-time non-instructional employees.



Section 3 – Enrollment

TABLE 3A. Headcount Enrollment by Student Type and Level [REVISED]

	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015
TOTAL	58,698	59,785	59,770	60,821	63,016
UNDERGRADUATE					
FTIC (Regular Admit)	24,489	24,073	23,953	24,355	24,881
FTIC (Profile Admit)	264	291	286	335	328
FCS AA Transfers	19,256	20,676	21,069	21,434	21,897
Other AA Transfers	244	253	263	257	325
Post-Baccalaureates	0	0	0	527	1,085
Other Undergraduates	5,425	5,424	5,476	5,376	5,557
Subtotal	49,678	50,717	51,047	52,284	54,073
GRADUATE					
Master's	6,170	6,020	5,705	5,415	5,663
Research Doctoral	1,671	1,728	1,707	1,757	1,724
Professional Doctoral	347	495	591	634	625
<i>Dentistry</i>	0	0	0	0	0
<i>Law</i>	0	0	0	0	0
<i>Medicine</i>	179	277	351	420	460
<i>Nursing Practice</i>	99	131	125	99	64
<i>Pharmacy</i>	0	0	0	0	0
<i>Physical Therapist</i>	69	87	115	115	101
<i>Veterinary Medicine</i>	0	0	0	0	0
<i>Other</i>	0	0	0	0	0
Subtotal	8,188	8,243	8,003	7,806	8,012
UNCLASSIFIED					
HS Dual Enrolled	0	13	25	10	42
Other	832	812	695	721	889
Subtotal	832	825	720	731	931

Note: This table reports the number of students enrolled at the university by student type categories. The student type for undergraduates is based on the Type of Student at Time of Most Recent Admission. The student type for graduates is based on the degree that is sought and the student CIP code. Unclassified refers to a student who has not yet been formally admitted into a degree program but is enrolled. The methodology for this table was revised at the June 2017 Data Administrator Workshop. The change improves how post-baccalaureate undergraduate students are counted.

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Section 3 – Enrollment *(continued)*

TABLE 3B. Full-Time Equivalent (FTE) Enrollment [REVISED]

	2011-12	2012-13	2013-14	2014-15	2015-16
RESIDENT FUNDABLE					
LOWER	15,413	14,745	14,539	14,979	15,375
UPPER	28,140	28,854	28,598	28,536	29,157
MASTERS (GRAD I)	4,021	3,641	3,493	3,191	3,195
DOCTORAL (GRAD II)	750	816	824	781	702
TOTAL	48,325	48,055	47,455	47,488	48,430
NON-RESIDENT FUNDABLE					
LOWER	628	593	595	736	979
UPPER	698	761	812	875	987
MASTERS (GRAD I)	411	439	442	506	535
DOCTORAL (GRAD II)	516	542	567	623	662
TOTAL	2,252	2,334	2,417	2,740	3,163
TOTAL FUNDABLE					
LOWER	16,042	15,338	15,135	15,716	16,355
UPPER	28,838	29,615	29,410	29,412	30,144
MASTERS (GRAD I)	4,432	4,079	3,935	3,697	3,730
DOCTORAL (GRAD II)	1,266	1,358	1,391	1,404	1,364
TOTAL	50,577	50,389	49,872	50,228	51,593
TOTAL NON-FUNDABLE					
LOWER	268	272	275	308	442
UPPER	298	341	318	360	339
MASTERS (GRAD I)	130	430	386	390	421
DOCTORAL (GRAD II)	24	25	25	27	19
TOTAL	720	1,068	1,004	1,085	1,222
TOTAL					
LOWER	16,310	15,609	15,410	16,024	16,797
UPPER	29,136	29,956	29,728	29,772	30,483
MASTERS (GRAD I)	4,562	4,510	4,321	4,087	4,152
DOCTORAL (GRAD II)	1,290	1,382	1,416	1,431	1,383
TOTAL	51,297	51,457	50,876	51,313	52,815

Notes: Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll by course level. Note about Revision: This table now reports FTE based on the US definition, which divides undergraduate credit hours by 30 and graduate credit hours by 24. Courses are reported by Universities to the Board of Governors in the Student Instruction File (SIF) as either fundable or non-fundable. In general, student credit hours are considered 'fundable' if they can be applied to a degree, and the associated faculty was paid from State appropriations. Totals are actual and may not equal the sum of reported student levels due to rounding of student level FTE.



Section 3 – Enrollment *(continued)*

TABLE 3C. Full-Time Equivalent (FTE) Enrollment by Instructional Method

[REVISED]	2011-12	2012-13	2013-14	2014-15	2015-16
TRADITIONAL					
LOWER	13,107	12,015	11,404	11,100	11,356
UPPER	18,180	18,063	17,719	17,493	17,243
MASTERS (GRAD I)	2,477	2,435	2,335	2,139	2,149
DOCTORAL (GRAD II)	1,014	1,105	1,126	1,174	1,155
TOTAL	34,779	33,619	32,585	31,906	31,903
DISTANCE LEARNING					
LOWER	2,477	2,743	2,970	3,503	3,818
UPPER	9,033	9,690	9,837	10,056	10,705
MASTERS (GRAD I)	1,539	1,522	1,411	1,361	1,429
DOCTORAL (GRAD II)	182	185	183	177	161
TOTAL	13,231	14,140	14,401	15,098	16,112
HYBRID					
LOWER	725	851	1,035	1,421	1,624
UPPER	1,924	2,202	2,172	2,223	2,534
MASTERS (GRAD I)	545	553	575	587	573
DOCTORAL (GRAD II)	93	92	107	79	67
TOTAL	3,287	3,699	3,890	4,310	4,799
TOTAL					
LOWER	16,310	15,609	15,410	16,024	16,797
UPPER	29,136	29,956	29,728	29,772	30,483
MASTERS (GRAD I)	4,562	4,510	4,321	4,087	4,152
DOCTORAL (GRAD II)	1,290	1,382	1,416	1,431	1,383
TOTAL	51,297	51,457	50,876	51,313	52,815

Note: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll by course level. Note about Revision: FTE is now based on the standard national definition, which divides undergraduate credit hours by 30 and graduate credit hours by 24. This data includes all instructional activity regardless of funding category.

Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). In the future, this table will be able to split these FTE into two subgroups: 100% DL and 80-99% DL. **Hybrid** is a course where 50% to 79% of the instruction is delivered using some form of technology, when the student and instructor are separated by time or space, or both (per SUDS data element 2052). **Traditional** refers to instruction that occurs primarily in the classroom. This designation is defined as 'less than 50% of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time, space or both. This designation can include activities that do not occur in a classroom (ie, labs, internships, practica, clinicals, labs, etc) - per SUDS data element 2052. Totals are actual and may not equal sum of reported student levels due to rounding of student level FTE.



Section 3 – Enrollment *(continued)*

TABLE 3D. Headcount Enrollment by Military Status and Student Level

	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015
MILITARY					
Unclassified	5	5	9	7	8
Undergraduate	613	663	664	682	688
Master's (GRAD 1)	89	95	96	99	97
Doctoral (GRAD 2)	10	14	15	14	14
Subtotal	717	777	784	802	807
DEPENDENTS					
Unclassified	0	3	0	2	1
Undergraduate	437	483	605	602	617
Master's (GRAD 1)	26	33	28	34	32
Doctoral (GRAD 2)	4	1	1	1	1
Subtotal	467	520	634	639	651
NON-MILITARY					
Unclassified	827	817	711	722	921
Undergraduate	48,628	49,571	49,778	51,000	52,769
Master's (GRAD 1)	6,184	6,109	5,869	5,641	5,931
Doctoral (GRAD 2)	1,875	1,991	1,994	2,017	1,937
Subtotal	57,514	58,488	58,352	59,380	61,558
TOTAL	58,698	59,785	59,770	60,821	63,016

Note: This table provides trend data on the number of students enrolled based on their military status. **Military** includes students who were classified as Active Duty, Veterans, National Guard, or Reservist. **Eligible Dependents** includes students who were classified as eligible dependents (dependents who received veteran's benefits). **Non-Military** includes all other students.

TABLE 3E. University Access Rate: Undergraduate Enrollment with Pell Grant

	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015
Pell Grant Recipients	17,812	19,075	19,423	20,195	20,796
Percent with Pell Grant	36.3%	38.1%	38.5%	39.4%	39.8%

Note: This table reports the University's Access Rate, which is a measure of the percentage of undergraduate students who have received a federal Pell grant award during a given Fall term. The top row reports the number of students who received a Pell Grant award. The bottom row provides the percentage of eligible students that received a Pell Grant award. This metric is included in the Board of Governors Performance Based Funding Model – for more information see: http://www.flbog.edu/about/budget/performance_funding.php.



Section 4 – Undergraduate Education

TABLE 4A. Baccalaureate Degree Program Changes in AY 2015-16

Title of Program	Six-digit CIP Code	Degree Level	Date of UBOT Action	Starting or Ending Term	Comments
New Programs					
Entertainment Management	50.1001	Bachelors	3/24/2016	2017 SPRING	
Terminated Programs					
None					
Programs Suspended for New Enrollments					
Actuarial Science	52.1304	Bachelors	-	2009 SUMMER	
New Programs Considered by University But Not Approved					

Note: This table does not include new majors or concentrations added under an existing degree program CIP Code. This table reports the new and terminated program changes based on Board action dates between May 5, 2015 and May 4, 2016.

New Programs are proposed new degree programs that have been completely through the approval process at the university and, if appropriate, the Board of Governors. Does not include new majors or concentrations added under an existing degree program CIP Code.

Terminated Programs are degree programs for which the entire CIP Code has been terminated and removed from the university’s inventory of degree programs. Does not include majors or concentrations terminated under an existing degree program CIP Code if the code is to remain active on the academic degree inventory.

Programs Suspended for New Enrollments are degree programs for which enrollments have been temporarily suspended for the entire CIP Code, but the program CIP Code has not been terminated. Does not include majors or concentrations suspended under an existing degree program CIP Code if the code is to remain active on the academic degree inventory and new enrollments in any active major will be reported. Programs included in this list may have been suspended for new enrollments sometime in the past and have continued to be suspended at least one term of this academic year.

New Programs Considered by University But Not Approved includes any programs considered by the university board of trustees, or any committee of the board, but not approved for implementation. Also include any programs that were returned prior to board consideration by the university administration for additional development, significant revisions, or re-conceptualization; regardless of whether the proposal was eventually taken to the university board for approval. Count the returns once per program, not multiple times the proposal was returned for revisions, unless there is a total re-conceptualization that brings forward a substantially different program in a different CIP Code.



Section 4 – Undergraduate Education *(continued)*

TABLE 4B. Full-time, First-Time-in-College (FTIC) Retention Rates

Retained in the Second Fall Term at Same University

	2011-12	2012-13	2013-14	2014-15	2015-16
<i>Cohort Size</i>	6,182	5,927	5,832	6,222	6,289
<i>% Retained with Any GPA</i>	88%	87%	87%	89%	89%
<i>% Retained with GPA 2.0 or higher</i>	85.0%	84.9%	85.0%	86.6%	86.5%

Notes: **Cohorts** are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). **Percent Retained with Any GPA** is based on student enrollment in the Fall term following their first year. **Percent Retained with GPA Above 2.0** is based on student enrollment in the Fall term following their first years for those students with a GPA of 2.0 or higher at the end of their first year (Fall, Spring, Summer). The most recent year of Retention data is based on preliminary data (SIFP file) that is comparable to the final data (SIF file) but may be revised in the following years based on changes in student cohorts. The 'Percent Retained with GPA Above 2.0' is also known as the 'Academic Progress Rate' and is included in the Board of Governors Performance Based Funding Model – for more information see:

http://www.flbog.edu/about/budget/performance_funding.php.

TABLE 4C. Full-time, First-Time-in-College (FTIC) Six-Year Graduation Rates

Term of Entry	2006-12	2007-13	2008-14	2009-15	2010-16
<i>Cohort Size</i>	6,387	6,344	6,125	6,251	6,026
<i>% Graduated</i>	65%	67%	70%	70%	69%
<i>% Still Enrolled</i>	5%	6%	5%	5%	5%
<i>% Success Rate</i>	70%	73%	75%	75%	74%

Notes: **Cohorts** are based on FTIC undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). **Full-time (FT)** status refers to the credit load during the student's first Fall semester freshmen year. **Percent Graduated** reports the percent of FTICs who graduated from the same institution within six years. This metric does not include students who enrolled as part-time students (in their first year), or who transfer into the institution. This metric complies with the requirements of the federal Student Right to Know Act that requires institutions to report the completion status at 150% of normal time (or six years). **Success Rate** measures the percentage of an initial cohort of students who have either graduated or are still enrolled at the same university. This data should match the IPEDS Graduation Rate Survey data that is due in late February.



Section 4 – Undergraduate Education *(continued)*

TABLE 4D. Graduation Rates for First-Time-in-College (FTIC) Students

4 – Year Rates (FT only)	2008-12	2009-13	2010-14	2011-15	2012-16
<i>Cohort Size</i>	6,125	6,251	6,026	6,182	5,925
Same University	40%	40%	40%	40%	44%
Other University in SUS	2%	2%	2%	3%	2%
Total from System	42%	43%	42%	43%	46%

6 – Year Rates (FT & PT)	2006-12	2007-13	2008-14	2009-15	2010-16
<i>Cohort Size</i>	6,644	6,580	6,306	6,367	6,183
Same University	64.6%	66.6%	69.2%	70.1%	68.3%
Other University in SUS	5%	4%	5%	5%	5%
Total from System	70%	71%	74%	75%	73%

Notes: **Cohorts** are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). First-time-in-college (FTIC) cohort is defined as undergraduates entering in fall term (or summer continuing to fall) with fewer than 12 hours earned after high school graduation. **Full-time (FT) and Part-time (PT)** status refers to the credit load during the student's first Fall semester freshmen year. The initial cohorts can be revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort. FTIC students who are enrolled in advanced graduate degree programs that do not award a Bachelor's degree are removed from the cohorts. **Graduates** are students in the cohort who have graduated by the summer term in their fourth or sixth year. Degree data often includes 'late degrees' which are degrees that were awarded in a previous term, but reported to SUDS later; so, the most recent year of data in this table only provides a snapshot of graduation rate data that may change with the addition of "late degrees". Late degrees reported in conjunction with the IPEDS Graduation Rate Survey due in mid-February will be reflected in the following year.

Same University provides graduation rates for students in the cohort who graduated from the same institution.

Other University in SUS provides graduation rates for students in the cohort who graduated from a different State University System of Florida institution. These data do not report students in the cohort who did not graduate from the SUS, but did graduate from another institution outside the State University System of Florida.

The six-year graduation rate from the same university is included in the Board of Governors Performance Based Funding Model – for more information see: http://www.fibog.edu/about/budget/performance_funding.php.



Section 4 – Undergraduate Education *(continued)*

TABLE 4E. Graduation Rates for AA Transfer Students from Florida College System

Two – Year Rates	2010-12	2011-13	2012-14	2013-15	2014-16
<i>Cohort Size</i>	5,323	5,776	5,810	5,799	5,642
Same University	28%	27%	25%	25%	23%

Four – Year Rates	2008-12	2009-13	2010-14	2011-15	2012-16
<i>Cohort Size</i>	4,061	4,875	5,323	5,776	5,808
Same University	67%	66%	66%	65%	64%

Notes: AA Transfer cohort is defined as undergraduates entering in the fall term (or summer continuing to fall) and having earned an AA degree from an institution in the Florida College System. For comparability with FTIC cohorts, AA Transfer cohorts are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term) and graduate from the same institution within two or four years.

TABLE 4F. Graduation Rates for Other Transfer Students

5 – Year Rates	2007-12	2008-13	2009-14	2010-15	2011-16
<i>Cohort Size</i>	1,709	1,471	1,527	1,744	1,876
Same University	66%	69%	68%	67%	67%

Notes: Other Transfer Students includes undergraduate students that transfer into a university who are not FTICs or AA Transfers. Cohorts are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term) and graduate from the same institution within five years.



Section 4 – Undergraduate Education *(continued)*

TABLE 4G. Baccalaureate Degrees Awarded

	2011-12	2012-13	2013-14	2014-15	2015-16
First Majors	11,515	12,321	12,372	12,629	12,832
Second Majors	175	205	222	179	170
TOTAL	11,690	12,526	12,594	12,808	13,002

Note: This table reports the number of degrees awarded by academic year. **First Majors** include the most common scenario of one student earning one degree in one Classification of Instructional Programs (CIP) code. In those cases where a student earns a baccalaureate degree under two different degree CIPs, a distinction is made between “dual degrees” and “dual majors.” Also included in first majors are “dual degrees” which are counted as separate degrees (e.g., counted twice). In these cases, both degree CIPs receive a “degree fraction” of 1.0. **Second Majors** include all dual/second majors (e.g., degree CIP receive a degree fraction that is less than 1). The calculation of degree fractions is made according to each institution’s criteria. The calculation for the number of second majors rounds each degree CIP’s fraction of a degree up to 1 and then sums the total. Second Majors are typically used when providing degree information by discipline/CIP, to better convey the number of graduates who have specific skill sets associated with each discipline.

TABLE 4H. Baccalaureate Degrees in Programs of Strategic Emphasis (PSE) [Includes Second Majors]

	2011-12	2012-13	2013-14	2014-15	2015-16
STEM	1,718	1,903	1,969	2,208	2,317
HEALTH	1,383	1,683	1,817	1,998	2,111
GLOBALIZATION	69	93	94	91	88
EDUCATION	1,002	932	1,091	918	1,056
GAP ANALYSIS	1,059	1,180	1,189	1,154	1,195
SUBTOTAL	5,231	5,791	6,160	6,369	6,767
PSE PERCENT OF TOTAL	44.7%	46.2%	48.9%	49.7%	52.0%

Notes: This is a count of baccalaureate majors for specific Programs of Strategic Emphasis, as determined by the Board of Governors staff with consultation with business and industry groups and input from universities. This is a count of baccalaureate degrees awarded within specific Programs of Strategic Emphasis, as determined by the Board of Governors staff with consultation with business and industry groups and input from universities – for more information see: http://www.flbog.edu/pressroom/strategic_emphasis/. The Board of Governors revised the list of Programs of Strategic Emphasis in November 2013, and the new categories were applied to the historical degrees. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included).



Section 4 – Undergraduate Education *(continued)*

TABLE 4I. Baccalaureate Degrees Awarded to Underrepresented Groups

	2011-12	2012-13	2013-14	2014-15	2015-16
Non-Hispanic Black					
Number of Degrees	988	1,171	1,202	1,298	1,316
Percentage of Degrees	9%	10%	10%	10%	10%
Hispanic					
Number of Degrees	1,868	2,232	2,474	2,615	2,881
Percentage of Degrees	17%	19%	20%	21%	23%
Pell-Grant Recipients					
Number of Degrees	4,853	5,723	6,154	6,435	6,644
Percentage of Degrees	43%	47%	50%	51%	52%

Note: **Non-Hispanic Black** and **Hispanic** do not include students classified as Non-Resident Alien or students with a missing race code. Students who earn two distinct degrees in the same term are counted twice – whether their degrees are from the same six-digit CIP code or different CIP codes. Students who earn only one degree are counted once – even if they completed multiple majors or tracks. Percentage of Degrees is based on the number of baccalaureate degrees awarded to non-Hispanic Black and Hispanic students divided by the total degrees awarded - excluding those awarded to non-resident aliens and unreported.

Pell-Grant recipients are defined as those students who have received a Pell grant from any SUS Institution within six years of graduation - excluding those awarded to non-resident aliens, who are only eligible for Pell grants in special circumstances. Percentage of Degrees is based on the number of baccalaureate degrees awarded to Pell recipients, as shown above, divided by the total degrees awarded - excluding those awarded to non-resident aliens.

Notes on Trends: In 2007, the US Department of Education re-classified the taxonomy for self-reported race/ethnicity categories and allowed universities a two-year phase-in process before all institutions were required to report based on the new categories for the 2011-12 academic year. This reclassification will impact trends.

**Section 4 – Undergraduate Education** *(continued)***TABLE 4J. Baccalaureate Degrees Without Excess Credit Hours**

	2011-12*	2012-13	2013-14	2014-15	2015-16
FTIC	66%	63%	59%	70%	68%
AA Transfers	67%	71%	72%	70%	66%
Other Transfers	55%	63%	61%	62%	58%
TOTAL	65%	67.0%	66.92%	69.2%	66.3%

Notes: This table is based on statute 1009.286 (see [link](#)), and excludes certain types of student credits (e.g., accelerated mechanisms, remedial coursework, non-native credit hours that are not used toward the degree, non-native credit hours from failed, incomplete, withdrawn, or repeated courses, credit hours from internship programs, credit hours up to 10 foreign language credit hours for transfer students in Florida, and credit hours earned in military science courses that are part of the Reserve Officers' Training Corps (ROTC) program). This metric is not the same as the Excess Hours Surcharge, which has multiple cohorts with varying fee rates. This table reports the percentage of baccalaureate degrees awarded within 110% of the catalog hours required for a degree based on the Board of Governors Academic Program Inventory. This calculation is based on Hours To Degree data submitted by universities to the Board of Governors which excludes those who previously earned a baccalaureate degree.

Note*: Improvements were made to data collection process beginning with 2012-13 data to better account for high school dual enrolled credits that are exempt from the excess hour calculation. Also, 2012-13 data marked a slight methodological change in how the data is calculated. Each CIP code's required number of 'catalog hours' was switched to the officially approved hours as reported within the Board of Governors' Academic Program Inventory – instead of the catalog hours reported by the university on the HTD files.

TABLE 4K. Undergraduate Course Offerings

	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015
Number of Course Sections	3,423	3,358	3,330	3,170	3,208
Percentage of Undergraduate Course Sections by Class Size					
Fewer than 30 Students	47%	48%	48%	50%	47%
30 to 49 Students	29%	28%	27%	26%	28%
50 to 99 Students	17%	17%	17%	17%	17%
100 or More Students	7%	7%	7%	7%	8%

Notes: This data is based on Common Data Set (CDS) definitions. According to CDS, a "class section is an organized course offered for credit, identified by discipline and number, meeting at a stated time or times in a classroom or similar setting, and not a subsection such as a laboratory or discussion session. Undergraduate class sections are defined as any sections in which at least one degree-seeking undergraduate student is enrolled for credit. Exclude distance learning classes and noncredit classes and individual instruction such as dissertation or thesis research, music instruction, or one-to-one readings. Exclude students in independent study, co-operative programs, internships, foreign language taped tutor sessions, practicums, and all students in one-on-one classes.



Section 4 – Undergraduate Education *(continued)*

TABLE 4L. Percentage of Undergraduate Credit Hours Taught by Instructor Type

	2011-12	2012-13	2013-14	2014-15	2015-16
Faculty	77%	77%	76%	76%	78%
Adjunct Faculty	17%	16%	16%	17%	16%
Graduate Students	6%	6%	7%	7%	5%
Other Instructors	0%	0%	1%	0%	1%

Note: The total number of undergraduate state fundable credit hours taught will be divided by the undergraduate credit hours taught by each instructor type to create a distribution of the percentage taught by each instructor type. Four instructor types are defined as faculty (pay plans 01, 02, and 22), OPS faculty (pay plan 06), graduate student instructors (pay plan 05), and others (all other pay plans). If a course has more than one instructor, then the university's reported allocation of section effort will determine the allocation of the course's total credit hours to each instructor. The definition of faculty varies for Tables 4L, 4M and 4N. For Faculty Teaching Undergraduates, the definition of faculty is based on pay plans 01, 02, and 22.

TABLE 4M. Student/Faculty Ratio

	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015
Ratio	32	32	31	31	30

Note: This data is based on Common Data Set (CDS) definitions. This is the Fall ratio of full-time equivalent students (full-time plus 1/3 part time) to full-time equivalent instructional faculty (full time plus 1/3 part time). The ratio calculations exclude both faculty and students in stand-alone graduate or professional programs such as medicine, law, veterinary, dentistry, social work, business, or public health in which faculty teach virtually only graduate-level students. Undergraduate or graduate student teaching assistants are not counted as faculty.

TABLE 4N. Professional Licensure/Certification Exams for Undergraduates

Nursing: National Council Licensure Examination for Registered Nurses

	2011	2012	2013	2014	2015
Examinees	237	218	222	233	243
First-time Pass Rate	96%	99%	96%	98%	97%
<i>National Benchmark</i>	89%	92%	85%	85%	87%

Note: Pass rates for first-time examinees for the National Council Licensure Examination for Registered Nurses (NCLEX-RN) are based on the performance of graduates of baccalaureate nursing programs. National benchmark data is based on Jan-Dec NCLEX-RN results for first-time examinees from students in US-educated baccalaureate degree programs as published by the National Council of State Boards of Nursing.



Section 4 – Undergraduate Education *(continued)*

TABLE 40. Post-Graduation Metrics

Percent of Bachelor's Graduates Employed or Continuing their Education, One Year After Graduation

	2010-11	2011-12	2012-13	2013-14	2014-15
Employed (\$25,000+) or Enrolled	<i>n/a</i>	<i>n/a</i>	64.3%	65.1%	66.2%
Employed (Full-time) or Enrolled	69%	70%	75%	75%	75%
Percent Found	1	36	38	39	41
Number of States/Districts Searched	89%	90%	93%	94%	94%

Notes: **Enrolled or Employed (Earning \$25,000+)** is based on the number of recent baccalaureate graduates who are either employed, and earning at least \$25,000, or continuing their education within one year after graduation. **Enrolled or Employed Full-Time** is based on the number of recent baccalaureate graduates who are either employed full-time or continuing their education within one year after graduation. Full-time employment is based on those who earned at least as much as a full-time (40hrs a week) worker making minimum wage in Florida.

The employed data includes non-Florida data that is available from the Wage Record Interchange System 2 (known as "WRIS 2") and Federal employee data that is available from the Federal Employment Data Exchange System (FEDES) initiative. Military employment data was collected by the Board of Governors staff from university staff. Due to limitations in the data, the continuing enrollment data includes any enrollment the following year regardless of whether the enrollment was post-baccalaureate or not. **Percent Found** refers to the percentage of graduates found in the dataset – including those that did not earn wages above the full-time threshold and those who were found outside of the one-year window.

For more information about the methodology see: http://www.flbog.edu/about/budget/performance_funding.php. For more information about WRIS2 see:

http://www.doleta.gov/performance/wris_2.cfm. For more information about FEDES see: <http://www.ubalt.edu/jfi/fedes/>.

Median Wages of Bachelor's Graduates Employed Full-time, One Year After Graduation

	2010-11	2011-12	2012-13	2013-14*	2014-15*
5th PERCENTILE WAGE	\$17,100	\$18,000	\$18,200	\$18,800	\$19,400
25th PERCENTILE WAGE	\$24,100	\$24,900	\$25,300	\$26,800	\$27,900
MEDIAN WAGE	\$33,200	\$33,700	\$34,900	\$37,000	\$38,600
75th PERCENTILE WAGE	\$44,500	\$44,100	\$46,200	\$49,300	\$52,000
95th PERCENTILE WAGE	\$64,000	\$63,800	\$65,200	\$69,900	\$73,400
Percent Found	53%	51%	53%	61%	60%
Number of States/Districts Searched	1	1	1	39	41

Notes: **Median Wage** data is based on annualized Unemployment Insurance (UI) wage data for those graduates who earned at least as much as a full-time employee making minimum wage in the fiscal quarter a full year after graduation. This UI wage data does not include individuals who are self-employed, employed out of state, employed by the military or federal government, or those without a valid social security number. This wage data includes graduates who were both employed and enrolled. Wages rounded to nearest hundreds. **Percent Found** refers to the percentage of graduates found in the dataset – including those that did not earn wages above the full-time threshold and those who were found outside of the one-year window.

Note*: The Board approved a change to this metric that uses wage data from all states that participate in the Wage Record Interchange System 2 (known as "WRIS 2"). This methodology change applies only to the wages for 2013-14 and 2014-15 baccalaureate recipients.



Section 5 – Graduate Education

TABLE 5A. Graduate Degree Program Changes in AY 2015-16

Title of Program	Six-digit CIP Code	Degree Level	Date of UBOT Action	Starting or Ending Term	Date of Board of Governors Action	Comments
New Programs						
Biomedical Engineering	14.0501	Masters	3/24/2016	2016 FALL		
Data Analytics	11.9999	Masters	3/24/2016	2016 FALL		
Terminated Programs						
None						
Programs Suspended for New Enrollments						
Business/Managerial Economics	52.0601	Masters	-	2009 FALL		
Economics, General	45.0601	Research Doctorate	-	2009 FALL		
New Programs Considered by University But Not Approved						

Note: This table does not include new majors or concentrations added under an existing degree program CIP Code. This table reports the new and terminated program changes based on Board action dates between May 5, 2015 and May 4, 2016.

New Programs are proposed new degree programs that have been completely through the approval process at the university and, if appropriate, the Board of Governors. Does not include new majors or concentrations added under an existing degree program CIP Code.

Terminated Programs are degree programs for which the entire CIP Code has been terminated and removed from the university's inventory of degree programs. Does not include majors or concentrations terminated under an existing degree program CIP Code if the code is to remain active on the academic degree inventory.

Programs Suspended for New Enrollments are degree programs for which enrollments have been temporarily suspended for the entire CIP Code, but the program CIP Code has not been terminated. Does not include majors or concentrations suspended under an existing degree program CIP Code if the code is to remain active on the academic degree inventory and new enrollments in any active major will be reported. Programs included in this list may have been suspended for new enrollments sometime in the past and have continued to be suspended at least one term of this academic year.

New Programs Considered by University But Not Approved includes any programs considered by the university board of trustees, or any committee of the board, but not approved for implementation. Also include any programs that were returned prior to board consideration by the university administration for additional development, significant revisions, or re-conceptualization; regardless of whether the proposal was eventually taken to the university board for approval. Count the returns once per program, not multiple times the proposal was returned for revisions, unless there is a total re-conceptualization that brings forward a substantially different program in a different CIP Code.



Section 5 – Graduate Education *(continued)*

TABLE 5B. Graduate Degrees Awarded

	2011-12	2012-13	2013-14	2014-15	2015-16
First Majors	2,679	2,587	2,918	2,673	2,681
Second majors	0	0	0	1	1
TOTAL	2,679	2,587	2,918	2,674	2,682
Masters and Specialist (1st majors)	2,413	2,307	2,562	2,250	2,241
Research Doctoral (1st majors)	229	238	266	286	299
Professional Doctoral (1st majors)	37	42	90	137	141
<i>Dentistry</i>	0	0	0	0	0
<i>Law</i>	0	0	0	0	0
<i>Medicine</i>	0	36	55	77	94
<i>Nursing Practice</i>	3	4	3	13	14
<i>Pharmacy</i>	0	0	0	0	0
<i>Physical Therapist</i>	34	2	32	47	33
<i>Veterinary Medicine</i>	0	0	0	0	0
<i>Other Professional Doctorate</i>	0	0	0	0	0

Note: This table reports the total number of graduate level degrees that were awarded by academic year as well as the number by level. The table provides a breakout for some of the Professional Doctoral degrees.

TABLE 5C. Graduate Degrees Awarded in Areas of Strategic Emphasis [Includes Second Majors]

	2011-12	2012-13	2013-14	2014-15	2015-16
STEM	730	716	753	693	773
HEALTH	427	375	431	483	481
GLOBALIZATION	9	5	7	2	9
EDUCATION	416	416	408	402	343
GAP ANALYSIS	70	70	76	70	94
SUBTOTAL	1,652	1,582	1,675	1,650	1,700
PSE PERCENT OF TOTAL	61.7%	61.2%	57.4%	61.7%	63.4%

Notes: This is a count of graduate degrees awarded within specific Areas of Strategic Emphasis, as determined by the Board of Governors staff with consultation with business and industry groups and input from universities. This is a count of graduate degrees awarded within specific Programs of Strategic Emphasis, as determined by the Board of Governors staff with consultation with business and industry groups and input from universities – for more information see: http://www.fibog.edu/pressroom/strategic_emphasis/. The Board of Governors revised the list of Programs of Strategic Emphasis in November 2013, and the new categories were applied to the historical degrees. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included). Note: The denominator used in the percentage includes second majors.

**Section 5 – Graduate Education** *(continued)***TABLE 5D. Professional Licensure Exams for Graduate Programs****Medicine: US Medical Licensing Exam - Step 1** *(for 2nd year MD students)*

	2012	2013	2014	2015	2016 Preliminary
Examinees	59	77	93	115	121
First-time Pass Rate	97%	99%	100%	100%	100%
<i>National Benchmark</i>	96%	97%	96%	96%	96%

Medicine: US Medical Licensing Exam - Step 2 Clinical Knowledge *(for 4th year MD students)*

	2011-12	2012-13	2013-14	2014-15	2015-16 Preliminary
Examinees	37	56	79	95	111
First-time Pass Rate	97%	98%	99%	99%	100%
<i>National Benchmark</i>	98%	98%	97%	95%	96%

Medicine: US Medical Licensing Exam - Step 2 Clinical Skills *(for 4th year MD students)*

	2011-12	2012-13	2013-14	2014-15	2015-16 Preliminary
Examinees	36	55	76	94	113
First-time Pass Rate	100%	95%	97%	100%	99%
<i>National Benchmark</i>	97%	98%	96%	96%	97%

Note on State & National Benchmarks: Florida Bar exam pass rates are reported online by the Florida Board of Bar Examiners. Law exam data is based on February and July administrations every calendar year. The State benchmark excludes non-Florida institutions. The USMLE national exam pass rates, for the MD degree from US institutions, is reported online by the National Board of Medical Examiners (NBME). The NAVLE national exam pass rate is reported online by the National Board of Veterinary Medical Examiners (NBVME).

Physical Therapy: National Physical Therapy Examinations

	2009-11	2010-12	2011-13	2012-14	2013-15
Examinees	57	91	63	67	83
First-time Pass Rate	98%	96%	94%	93%	98%
<i>National Benchmark</i>	89%	89%	89%	90%	91%

Note: The NAPLEX national exam pass rates are reported online by the National Association of Boards of Pharmacy. This national pass rate is for graduates from ACPE Accredited Programs. National pass rates for the National Dental Board Exam are provided by the universities. Three-year average pass rates for first-time examinees on the National Physical Therapy Examinations are reported, rather than annual averages, because of the relatively small cohort sizes. Due to changes in accreditation policy, the National Board for Certification in Occupational Therapy (NBCOT) examinations no longer report first-time pass rates. The reported pass rates are now 'New Graduates' pass rates and represent the ultimate pass rate, or the percentage of students who passed regardless of how many times the exam was taken. The Dental Board and Occupational Therapy exams are national standardized examinations not licensure examinations. Students who wish to practice in Florida must also take a licensure exam.



Section 6 – Research and Economic Development

TABLE 6A. Research and Development

	2010-11	2011-12	2012-13	2013-14	2014-15
R&D Expenditures					
Total (S&E and non-S&E) (\$ 1,000s)	\$109,189	\$121,653	\$126,681	\$185,555	\$215,519
Federally Funded (\$ 1,000s)	\$69,098	\$78,411	\$76,533	\$70,716	\$88,814
Percent Funded From External Sources	73%	75%	69%	46%	50%
Total R&D Expenditures Per Full-Time, Tenured, Tenure-Earning Faculty Member	\$145,975	\$154,972	\$161,583	\$239,426	\$278,089
Technology Transfer					
Invention Disclosures	109	126	124	98	98
Licenses & Options Executed	11	10	17	23	38
Licensing Income Received (\$)	\$500,966	\$1,009,977	\$797,883	\$1,072,103	\$1,582,117
Number of Start-Up Companies	2	5	3	8	14
	2011	2012	2013	2014	2015
Utility Patents Issued	74	79	52	67	55*

Notes: **R&D Expenditures** are based on the National Science Foundation's annual Survey of R&D Expenditures at Universities and Colleges (data include Science & Engineering and non-Science & Engineering awards). **Percent Funded from External Sources** is defined as funds from federal, private industry and other sources (non-state and non-institutional funds). Total R&D expenditures are divided by fall, full-time tenured/tenure-track faculty as reported to IPEDS (FGCU includes both tenured/tenure-track and non-tenure-track faculty). The fall faculty year used will align with the beginning of the fiscal year (e.g., 2007 FY R&D expenditures are divided by fall 2006 faculty). **Invention Disclosures** reports the number of disclosures made to the university's Office of Technology Commercialization to evaluate new technology – as reported on the Association of University Technology Managers Annual (AUTM) annual Licensing Survey. **Licenses & Options Executed** that were executed in the year indicated for all technologies – as reported by AUTM. **Licensing Income Received** refers to license issue fees, payments under options, annual minimums, running royalties, termination payments, amount of equity received when cashed-in, and software and biological material end-user license fees of \$1,000 or more, but not research funding, patent expense reimbursement, valuation of equity not cashed-in, software and biological material end-user license fees of less than \$1,000, or trademark licensing royalties from university insignia – as reported on the AUTM survey. **Number of Start-up Companies** that were dependent upon the licensing of University technology for initiation – as reported on the Association of University Technology Managers Annual Licensing Survey. **Utility Patents Issued** awarded by the United States Patent and Trademark Office (USPTO) by Calendar year – does not include design, plant or other patent types.

Note*: UCF staff have noted that three patents incorrectly left UCF off the assignee list. BOG staff are reviewing.



Section 6 – Research and Economic Development *(continued)*

TABLE 6B. Centers of Excellence

Name of Center:	Florida Photonics Center of Excellence (FPCE)	Cumulative (since inception to June 2016)	Fiscal Year 2015-16
Year Created:	2003		
Research Effectiveness			
<i>Only includes data for activities <u>directly</u> associated with the Center. Does not include the non-Center activities for faculty who are associated with the Center.</i>			
Number of Competitive Grants Applied For		605	25
Value of Competitive Grants Applied For (\$)		\$235,208,224	\$17,863,053
Number of Competitive Grants Received		299	12
Value of Competitive Grants Received (\$)		\$70,102,051	\$4,205,478
Total Research Expenditures (\$)		\$55,636,481	\$2,117,296
Number of Publications in Refereed Journals From Center Research		457	57
Number of Invention Disclosures		126	8
Number of Licenses/Options Executed		4	0
Licensing Income Received (\$)		\$181,250	\$0
Collaboration Effectiveness			
<i>Only reports on relationships that include financial or in-kind support.</i>			
Collaborations with Other Postsecondary Institutions		49	6
Collaborations with Private Industry		87	1
Collaborations with K-12 Education Systems/Schools		46	6
Undergraduate and Graduate Students Supported with Center Funds		0	0
Economic Development Effectiveness			
Number of Start-Up Companies <i>with a physical presence, or employees, in Florida</i>		5	0
Jobs Created By Start-Up Companies Associated with the Center		67	2
Specialized Industry Training and Education		2	0
Private-sector Resources Used to Support the Center's Operations		\$414,597	\$154,736



Section 6 – Research and Economic Development *(continued)*

TABLE 6B. Centers of Excellence

Name of Center:	Laser Technology Initiative (aka Townes Laser Institute)	Cumulative (since inception to June 2016)	Fiscal Year 2015-16
Year Created:	2007		
Research Effectiveness			
<i>Only includes data for activities <u>directly</u> associated with the Center. Does not include the non-Center activities for faculty who are associated with the Center.</i>			
Number of Competitive Grants Applied For		377	27
Value of Competitive Grants Applied For (\$)		\$214,665,007	\$12,945,904
Number of Competitive Grants Received		230	12
Value of Competitive Grants Received (\$)		\$43,821,652	\$6,907,979
Total Research Expenditures (\$)		\$25,678,394	\$3,250,033
Number of Publications in Refereed Journals From Center Research		313	29
Number of Invention Disclosures		55	5
Number of Licenses/Options Executed		1	0
Licensing Income Received (\$)		\$2,000	\$0
Collaboration Effectiveness			
<i>Only reports on relationships that include financial or in-kind support.</i>			
Collaborations with Other Postsecondary Institutions		126	8
Collaborations with Private Industry		46	3
Collaborations with K-12 Education Systems/Schools		170	2
Undergraduate and Graduate Students Supported with Center Funds		290	18
Economic Development Effectiveness			
Number of Start-Up companies <i>with a physical presence, or employees, in Florida</i>		7	0
Jobs Created By Start-Up Companies Associated with the Center		31	0
Specialized Industry Training and Education		8	0
Private-sector Resources Used to Support the Center's Operations		\$5,500,000	\$0

ITEM: EP-5

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Classification of Instructional Programs (CIP) Code Changes

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approval of CIP code changes related to program terminations and consolidations.

BACKGROUND INFORMATION

The Florida Board of Governors requires approval of CIP code additions, deletions, and revisions by university boards of trustees. Upon approval of the university board of trustees, the changes will be sent to the Florida Board of Governors to update the Board's Academic Program Inventory.

The College of Education and Human Performance is consolidating six bachelor's level education programs into two programs titled teacher education and secondary education. The consolidation of educational degree programs is consistent with national trends and allows the university to improve assessment of the effectiveness and impact of its teacher preparation programs. The following CIP code changes have been approved by the appropriate undergraduate committee for the UCF Board of Trustees' approval:

- B.S. in teacher education – CIP code 13.1205
 - Termination of the B.S. degree in art education - the students currently seeking the B.S. degree in art education will be migrated to the track within the teacher education degree program. The program exception allowing for a 126-hour curriculum will carry into the new consolidated program. Request approval to terminate the CIP code 13.1302.
 - Termination of the B.S. degree in world languages education - the students currently seeking the B.S. in world languages education will be migrated to the track within the teacher education degree program. Request approval to terminate the CIP code 13.1306.
- B.S. degree in secondary education – CIP code 13.1206
 - Termination of the B.S. degree in English language arts education - the students currently seeking the B.S. degree in English language arts education will be migrated to the English language arts education track within the secondary education degree program. Request approval to terminate the CIP code 13.1305.
 - Termination of the B.S. degree in mathematics education –the students currently seeking the B.S. degree in mathematics education will be migrated to the math education track within the secondary education degree program. Request approval to terminate the CIP code 13.1311.

- Termination of the B.S. degree in science education - the students currently seeking the B.S. degree in science education will be migrated to one of the three science-related tracks within the secondary education degree program. Request approval to terminate the CIP code 13.1316.
 - Termination of the B.S. degree in social science education- the students currently seeking the B.S. degree in social science education will be migrated to the track within the secondary education degree program. Request approval to terminate the CIP code 13.1317.
-

Supporting documentation: Academic Degree Program Termination Forms:

- Attachment A: B.S. in art education
- Attachment B: B.S. in world languages education
- Attachment C: B.S. in English language arts education
- Attachment D: B.S. in mathematics education
- Attachment E: B.S. in science education
- Attachment F: B.S. in social science education

Prepared by: M. Paige Borden, Associate Provost for Academic Program Quality and
Associate Vice President for Institutional Knowledge Management

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

Attachment A

Revised 12/2016

Board of Governors, State University System of Florida
ACADEMIC DEGREE PROGRAM TERMINATION FORM
In Accordance with BOG Regulation 8.012

UNIVERSITY: University of Central Florida

PROGRAM NAME: B.S. Art Education

DEGREE LEVEL(S): ___ B ___
(B., M., Ph.D., Ed.D., etc.)

CIP CODE: 13.1302
(Classification of Instructional Programs)

ANTICIPATED TERMINATION TERM: Summer 2017
(First term when no new students will be accepted into the program)

ANTICIPATED PHASE-OUT TERM: Summer 2017
(First term when no student data will be reported for this program)

Please use this form for academic program termination. The form should be approved by the University Board of Trustees (UBOT) prior to submission to the Board of Governors, State University System of Florida for consideration. Please fill out this form completely for each program to be terminated in order for your request to be processed as quickly as possible. Attach additional pages as necessary to provide a complete response. In the case of baccalaureate or master's degree programs, the UBOT may approve termination in accordance with BOG Regulation 8.012, with notification sent to the Board of Governors, Office of Academic and Student Affairs. For doctoral level programs please submit this form with all the appropriate signatures for Board of Governors' consideration. The issues outlined below should be examined by the UBOT when approving program terminations.

1. Provide a narrative rationale for the request to terminate the program.

The College of Education and Human Performance is consolidating two education bachelor's majors into one program, Teacher Education (13.1206), rather than maintaining individual degree programs. Art Education (13.1302) will be terminated effective Summer 2017 with the new consolidated program starting in Summer 2017. The consolidation of degree programs into one is consistent with national trends and allows the university to improve assessment of the effectiveness and impact of its

Revised 12/2016

teacher preparation programs. The consolidation will be beneficial to prospective, current, and future students.

- 2. Indicate on which campus(es) the program is being offered and the extent to which the proposed termination has had or will have an impact on enrollment, enrollment planning, and/or the reallocation of resources.**

The program is offered on the main campus in Orlando, and the new Art Education track within Teacher Education will also be available on the main campus. Art Education (13.1302) currently has an exception for a 126-credit-hour degree program and will remain a 126-credit-hour track within Teacher Education (13.1206).

- 3. Explain how the university intends to accommodate any students or faculty who are currently active in the program scheduled to be terminated. State what steps have been taken to inform students and faculty of the intent to terminate the program. Please provide the date when the teach-out plan was submitted to SACSCOC, if applicable.**

The students currently seeking the B.S. in Art Education will be migrated to the track within the Teacher Education degree. Students will continue to receive the State of Florida's certification to teach art. No faculty will be impacted by the change from a free-standing degree program to a track. No teach-out plan is needed.

- 4. Provide data (and cite sources) on the gender and racial distribution of students in and faculty affiliated with the program. For faculty, also list the rank and tenure status of all affected individuals.**

The same faculty will be teaching the same courses to the same students, so there will not be a shift in the distribution.

- 5. Identify any potential negative impact of the proposed action on the current representation of females, minorities, faculty, and students in the program.**

There are no negative impacts, since all students and faculty members will continue within the program. This is a structural change for the degree program, not a discontinuation of the curriculum. UCF remains committed to producing art educators who reflect the diversity of the schools in which they will teach.

- 6. If this is a baccalaureate program, please explain how and when the Florida College System (FCS) institutions have been notified of its termination so that students can be notified accordingly.**

The university will continue to offer the Art Education track within Teacher Education, so we will not be notifying FCS institutions of any proposed termination. We will utilize our Regional Campuses unit to communicate to each of our six FCS

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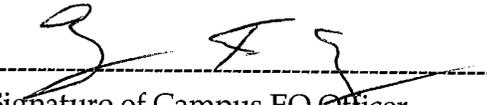
DirectConnect partners that students interested in teaching art within K-12 schools will be seeking a B.S. in Teacher Education within the Art Education track.



Signature of Requestor/Initiator

2/20/17

Date



Signature of Campus EO Officer

2/27/17

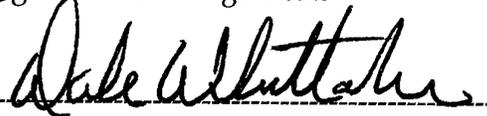
Date

 (on behalf of Dean Carroll)

Signature of College Dean

3/1/17

Date



Signature of President or Vice President for Academic Affairs

3/1/2017

Date

Date Approved by the Board of Trustees

Date

Signature of the Chair of the Board of Trustees

Date

Attachment B

Revised 12/2016

Board of Governors, State University System of Florida
ACADEMIC DEGREE PROGRAM TERMINATION FORM
In Accordance with BOG Regulation 8.012

UNIVERSITY: University of Central Florida

PROGRAM NAME: B.S. World Languages Education

DEGREE LEVEL(S): B
(B., M., Ph.D., Ed.D., etc.)

CIP CODE: 13.1306
(Classification of Instructional Programs)

ANTICIPATED TERMINATION TERM: Summer 2017
(First term when no new students will be accepted into the program)

ANTICIPATED PHASE-OUT TERM: Summer 2017
(First term when no student data will be reported for this program)

Please use this form for academic program termination. The form should be approved by the University Board of Trustees (UBOT) prior to submission to the Board of Governors, State University System of Florida for consideration. Please fill out this form completely for each program to be terminated in order for your request to be processed as quickly as possible. Attach additional pages as necessary to provide a complete response. In the case of baccalaureate or master's degree programs, the UBOT may approve termination in accordance with BOG Regulation 8.012, with notification sent to the Board of Governors, Office of Academic and Student Affairs. For doctoral level programs please submit this form with all the appropriate signatures for Board of Governors' consideration. The issues outlined below should be examined by the UBOT when approving program terminations.

1. Provide a narrative rationale for the request to terminate the program.

The College of Education and Human Performance is consolidating two education bachelor's majors into one program, Teacher Education (13.1206), rather than maintaining individual degree programs. World Languages Education (13.1306) will be terminated effective Summer 2017 with the new consolidated program starting in Summer 2017. The consolidation of degree programs into one is consistent with national trends and allows the university to improve assessment of the effectiveness

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and impact of its teacher preparation programs. The consolidation will be beneficial to prospective, current, and future students.

- 2. Indicate on which campus(es) the program is being offered and the extent to which the proposed termination has had or will have an impact on enrollment, enrollment planning, and/or the reallocation of resources.**

The program is offered on the main campus in Orlando, and the new World Languages Education track within Teacher Education will also be available on the main campus.

- 3. Explain how the university intends to accommodate any students or faculty who are currently active in the program scheduled to be terminated. State what steps have been taken to inform students and faculty of the intent to terminate the program. Please provide the date when the teach-out plan was submitted to SACSCOC, if applicable.**

The students currently seeking the B.S. in World Languages Teacher Education will be migrated to the track within the Teacher Education degree. Students will continue to receive the State of Florida's certification to teach world languages. No faculty will be impacted by the change from a free-standing degree program to a track. No teach-out plan is needed.

- 4. Provide data (and cite sources) on the gender and racial distribution of students in and faculty affiliated with the program. For faculty, also list the rank and tenure status of all affected individuals.**

The same faculty will be teaching the same courses to the same students, so there will not be a shift in the distribution.

- 5. Identify any potential negative impact of the proposed action on the current representation of females, minorities, faculty, and students in the program.**

There are no negative impacts, since all students and faculty members will continue within the program. This is a structural change for the degree program, not a discontinuation of the curriculum. UCF remains committed to producing language educators who reflect the diversity of the schools in which they will teach.

- 6. If this is a baccalaureate program, please explain how and when the Florida College System (FCS) institutions have been notified of its termination so that students can be notified accordingly.**

The university will continue to offer the World Languages Education track within Teacher Education, so we will not be notifying FCS institutions of any proposed termination. We will utilize our Regional Campuses unit to communicate to each of

Revised 12/2016

our six FCS DirectConnect partners that students interested in teaching languages within K-12 schools will be seeking a B.S. in Teacher Education within the World Languages Education track.



Signature of Requestor/Initiator

2/20/17

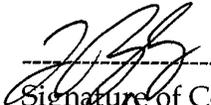
Date



Signature of Campus EO Officer

2/27/17

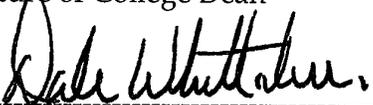
Date

 (on behalf of Dean Carroll)

Signature of College Dean

3/1/17

Date



Signature of President or Vice President for Academic Affairs

3/1/2017

Date

Date Approved by the Board of Trustees

Date

Signature of the Chair of the Board of Trustees

Date

Attachment C

Revised 12/2016

Board of Governors, State University System of Florida
ACADEMIC DEGREE PROGRAM TERMINATION FORM
In Accordance with BOG Regulation 8.012

UNIVERSITY: University of Central Florida

PROGRAM NAME: B.S. in English Language Arts Education

DEGREE LEVEL(S): ___B___ **CIP CODE:** 13.1305
(B., M., Ph.D., Ed.D., etc.) (Classification of Instructional Programs)

ANTICIPATED TERMINATION TERM: Summer 2017
(First term when no new students will be accepted into the program)

ANTICIPATED PHASE-OUT TERM: Summer 2017
(First term when no student data will be reported for this program)

Please use this form for academic program termination. The form should be approved by the University Board of Trustees (UBOT) prior to submission to the Board of Governors, State University System of Florida for consideration. Please fill out this form completely for each program to be terminated in order for your request to be processed as quickly as possible. Attach additional pages as necessary to provide a complete response. In the case of baccalaureate or master's degree programs, the UBOT may approve termination in accordance with BOG Regulation 8.012, with notification sent to the Board of Governors, Office of Academic and Student Affairs. For doctoral level programs please submit this form with all the appropriate signatures for Board of Governors' consideration. The issues outlined below should be examined by the UBOT when approving program terminations.

- 1. Provide a narrative rationale for the request to terminate the program.**
The College of Education and Human Performance is consolidating four secondary education bachelor's majors into one program, Secondary Education (13.1205), rather than maintaining individual degree programs. English Language Arts Education (13.1305) will be terminated effective Summer 2017 with the new consolidated program starting in Summer 2017. The consolidation of degree programs into one is consistent with national trends and allows the university to

Revised 12/2016

improve assessment of the effectiveness and impact of its teacher preparation programs. The consolidation will be beneficial to prospective, current, and future students.

- 2. Indicate on which campus(es) the program is being offered and the extent to which the proposed termination has had or will have an impact on enrollment, enrollment planning, and/or the reallocation of resources.**

The program is offered on the main campus in Orlando, and the new English Language Arts Education track within Secondary Education will also be available on the main campus.

- 3. Explain how the university intends to accommodate any students or faculty who are currently active in the program scheduled to be terminated. State what steps have been taken to inform students and faculty of the intent to terminate the program. Please provide the date when the teach-out plan was submitted to SACSCOC, if applicable.**

The students currently seeking the B.S. in English Language Arts Education will be migrated to the English Language Arts Education track within the Secondary Education degree. Students will continue to receive the State of Florida's certification to teach English language arts. No faculty will be impacted by the change from a free-standing degree program to a track. No teach-out plan is needed.

- 4. Provide data (and cite sources) on the gender and racial distribution of students in and faculty affiliated with the program. For faculty, also list the rank and tenure status of all affected individuals.**

The same faculty will be teaching the same courses to the same students, so there will not be a shift in the distribution.

- 5. Identify any potential negative impact of the proposed action on the current representation of females, minorities, faculty, and students in the program.**

There are no negative impacts, since all students and faculty members will continue within the program. This is a structural change for the degree program, not a discontinuation of the curriculum. UCF remains committed to producing language arts educators who reflect the diversity of the schools in which they will teach.

- 6. If this is a baccalaureate program, please explain how and when the Florida College System (FCS) institutions have been notified of its termination so that students can be notified accordingly.**

The university will continue to offer an English Language Arts Education track within Secondary Education, so we will not be notifying FCS institutions of any

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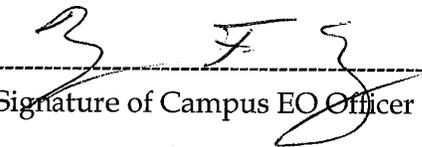
proposed termination. We will utilize our Regional Campuses unit to communicate to each of our six FCS DirectConnect partners that students interested in teaching language arts in high schools will be seeking a B.S. in Secondary Education within the English Language Arts Education track.



Signature of Requestor/Initiator

2/20/17

Date



Signature of Campus EO Officer

2/27/17

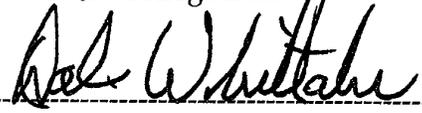
Date

 (on behalf of Dean Carroll)

Signature of College Dean

3/1/17

Date



Signature of President or Vice President for Academic Affairs

3/1/2017

Date

Date Approved by the Board of Trustees

Date

Signature of the Chair of the Board of Trustees

Date

Attachment D

Revised 12/2016

Board of Governors, State University System of Florida
ACADEMIC DEGREE PROGRAM TERMINATION FORM
In Accordance with BOG Regulation 8.012

UNIVERSITY: University of Central Florida

PROGRAM NAME: B.S. in Mathematics Education

DEGREE LEVEL(S): ___B___
(B., M., Ph.D., Ed.D., etc.)

CIP CODE: 13.1311
(Classification of Instructional Programs)

ANTICIPATED TERMINATION TERM: Summer 2017
(First term when no new students will be accepted into the program)

ANTICIPATED PHASE-OUT TERM: Summer 2017
(First term when no student data will be reported for this program)

Please use this form for academic program termination. The form should be approved by the University Board of Trustees (UBOT) prior to submission to the Board of Governors, State University System of Florida for consideration. Please fill out this form completely for each program to be terminated in order for your request to be processed as quickly as possible. Attach additional pages as necessary to provide a complete response. In the case of baccalaureate or master's degree programs, the UBOT may approve termination in accordance with BOG Regulation 8.012, with notification sent to the Board of Governors, Office of Academic and Student Affairs. For doctoral level programs please submit this form with all the appropriate signatures for Board of Governors' consideration. The issues outlined below should be examined by the UBOT when approving program terminations.

1. Provide a narrative rationale for the request to terminate the program.

The College of Education and Human Performance is consolidating four secondary education bachelor's majors into one program, Secondary Education (13.1205), rather than maintaining individual degree programs. Mathematics Education (13.1311) will be terminated effective Summer 2017 with the new consolidated program starting in Summer 2017. The consolidation of degree programs into one is consistent with national trends and allows the university to improve assessment of

Revised 12/2016

the effectiveness and impact of its teacher preparation programs. The consolidation will be beneficial to prospective, current, and future students.

- 2. Indicate on which campus(es) the program is being offered and the extent to which the proposed termination has had or will have an impact on enrollment, enrollment planning, and/or the reallocation of resources.**

The program is offered on the main campus in Orlando, and the new Mathematics Education track within Secondary Education will also be available on the main campus.

- 3. Explain how the university intends to accommodate any students or faculty who are currently active in the program scheduled to be terminated. State what steps have been taken to inform students and faculty of the intent to terminate the program. Please provide the date when the teach-out plan was submitted to SACSCOC, if applicable.**

The students currently seeking the B.S. in Mathematics Education will be migrated to the Mathematics Education track within the Secondary Education degree. Students will continue to receive the State of Florida's certification to teach mathematics. No faculty will be impacted by the change from a free-standing degree program to a track. No teach-out plan is needed.

- 4. Provide data (and cite sources) on the gender and racial distribution of students in and faculty affiliated with the program. For faculty, also list the rank and tenure status of all affected individuals.**

The same faculty will be teaching the same courses to the same students, so there will not be a shift in the distribution.

- 5. Identify any potential negative impact of the proposed action on the current representation of females, minorities, faculty, and students in the program.**

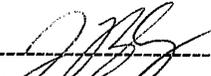
There are no negative impacts, since all students and faculty members will continue within the program. This is a structural change for the degree program, not a discontinuation of the curriculum. UCF remains committed to producing math educators who reflect the diversity of the schools in which they will teach.

- 6. If this is a baccalaureate program, please explain how and when the Florida College System (FCS) institutions have been notified of its termination so that students can be notified accordingly.**

The university will continue to offer a Mathematics Education track within Secondary Education, so we will not be notifying FCS institutions of any proposed termination. We will utilize our Regional Campuses unit to communicate to each of

Revised 12/2016

our six FCS DirectConnect partners that students interested in teaching mathematics in high schools will be seeking a B.S. in Secondary Education within the Mathematics Education track.



Signature of Requestor/Initiator

2/20/17

Date



Signature of Campus EO Officer

2/27/17

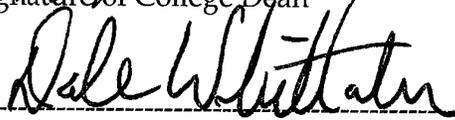
Date

 (on behalf of Dean Carroll)

Signature of College Dean

3/1/17

Date



Signature of President or Vice President for Academic Affairs

3/1/2017

Date

Date Approved by the Board of Trustees

Date

Signature of the Chair of the Board of Trustees

Date

Attachment E

Revised 12/2016

Board of Governors, State University System of Florida
ACADEMIC DEGREE PROGRAM TERMINATION FORM
In Accordance with BOG Regulation 8.012

UNIVERSITY: University of Central Florida

PROGRAM NAME: B.S. Science Education

DEGREE LEVEL(S): ___B___
(B., M., Ph.D., Ed.D., etc.)

CIP CODE: 13.1316
(Classification of Instructional Programs)

ANTICIPATED TERMINATION TERM: Summer 2017
(First term when no new students will be accepted into the program)

ANTICIPATED PHASE-OUT TERM: Summer 2017
(First term when no student data will be reported for this program)

Please use this form for academic program termination. The form should be approved by the University Board of Trustees (UBOT) prior to submission to the Board of Governors, State University System of Florida for consideration. Please fill out this form completely for each program to be terminated in order for your request to be processed as quickly as possible. Attach additional pages as necessary to provide a complete response. In the case of baccalaureate or master's degree programs, the UBOT may approve termination in accordance with BOG Regulation 8.012, with notification sent to the Board of Governors, Office of Academic and Student Affairs. For doctoral level programs please submit this form with all the appropriate signatures for Board of Governors' consideration. The issues outlined below should be examined by the UBOT when approving program terminations.

- 1. Provide a narrative rationale for the request to terminate the program.**
The College of Education and Human Performance is consolidating four secondary education bachelor's majors into one program, Secondary Education (13.1205), rather than maintaining individual degree programs. Science Education (13.1316) will be terminated effective Summer 2017 with the new consolidated program starting in Summer 2017. The consolidation of degree programs into one is consistent with national trends and allows the university to improve assessment of

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the effectiveness and impact of its teacher preparation programs. The consolidation will be beneficial to prospective, current, and future students.

- 2. Indicate on which campus(es) the program is being offered and the extent to which the proposed termination has had or will have an impact on enrollment, enrollment planning, and/or the reallocation of resources.**

The program is offered on the main campus in Orlando, and the new Secondary Education - Science Education tracks (biology, chemistry, and physics) will also be available on the main campus.

- 3. Explain how the university intends to accommodate any students or faculty who are currently active in the program scheduled to be terminated. State what steps have been taken to inform students and faculty of the intent to terminate the program. Please provide the date when the teach-out plan was submitted to SACSCOC, if applicable.**

The students currently seeking the B.S. in Science Education will be migrated to one of the three science-related tracks within the Secondary Education degree. Students will continue to receive the State of Florida's certification to teach biology, chemistry or physics. No faculty will be impacted by the change from a free-standing degree program to a track. No teach-out plan is needed.

- 4. Provide data (and cite sources) on the gender and racial distribution of students in and faculty affiliated with the program. For faculty, also list the rank and tenure status of all affected individuals.**

The same faculty will be teaching the same courses to the same students, so there will not be a shift in the distribution.

- 5. Identify any potential negative impact of the proposed action on the current representation of females, minorities, faculty, and students in the program.**

There are no negative impacts, since all students and faculty members will continue within the program. This is a structural change for the degree program, not a discontinuation of the curriculum. UCF remains committed to producing biology, chemistry, and physics educators who reflect the diversity of the schools in which they will teach.

- 6. If this is a baccalaureate program, please explain how and when the Florida College System (FCS) institutions have been notified of its termination so that students can be notified accordingly.**

The university will continue to offer the three Science Education tracks within Secondary Education, so we will not be notifying FCS institutions of any proposed

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termination. We will utilize our Regional Campuses unit to communicate to each of our six FCS DirectConnect partners that students interested in teaching biology, chemistry or physics in high schools will be seeking a B.S. in Secondary Education within the Biology Education, Chemistry Education, or Physics Education track.



Signature of Requestor/Initiator

2/20/17

Date



Signature of Campus EO Officer

2/27/17

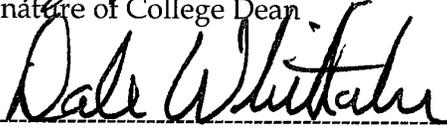
Date

 (on behalf of Dean Carroll)

Signature of College Dean

3/1/17

Date



Signature of President or Vice President for Academic Affairs

3/1/2017

Date

Date Approved by the Board of Trustees

Date

Signature of the Chair of the Board of Trustees

Date

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Revised 12/2016

Board of Governors, State University System of Florida
ACADEMIC DEGREE PROGRAM TERMINATION FORM
In Accordance with BOG Regulation 8.012

UNIVERSITY: University of Central Florida

PROGRAM NAME: B.S. Social Science Education

DEGREE LEVEL(S): B
(B., M., Ph.D., Ed.D., etc.)

CIP CODE: 13.1317
(Classification of Instructional Programs)

ANTICIPATED TERMINATION TERM: Summer 2017
(First term when no new students will be accepted into the program)

ANTICIPATED PHASE-OUT TERM: Summer 2017
(First term when no student data will be reported for this program)

Please use this form for academic program termination. The form should be approved by the University Board of Trustees (UBOT) prior to submission to the Board of Governors, State University System of Florida for consideration. Please fill out this form completely for each program to be terminated in order for your request to be processed as quickly as possible. Attach additional pages as necessary to provide a complete response. In the case of baccalaureate or master's degree programs, the UBOT may approve termination in accordance with BOG Regulation 8.012, with notification sent to the Board of Governors, Office of Academic and Student Affairs. For doctoral level programs please submit this form with all the appropriate signatures for Board of Governors' consideration. The issues outlined below should be examined by the UBOT when approving program terminations.

1. Provide a narrative rationale for the request to terminate the program.

The College of Education and Human Performance is consolidating four secondary education bachelor's majors into one program, Secondary Education (13.1205), rather than maintaining individual degree programs. Social Science Education (13.1317) will be terminated effective Summer 2017 with the new consolidated program starting in Summer 2017. The consolidation of degree programs into one is consistent with national trends and allows the university to improve assessment of

Revised 12/2016

the effectiveness and impact of its teacher preparation programs. The consolidation will be beneficial to prospective, current, and future students.

- 2. Indicate on which campus(es) the program is being offered and the extent to which the proposed termination has had or will have an impact on enrollment, enrollment planning, and/or the reallocation of resources.**

The program is offered on the main campus in Orlando, and the new Social Science Education track within Secondary Education will also be available on the main campus.

- 3. Explain how the university intends to accommodate any students or faculty who are currently active in the program scheduled to be terminated. State what steps have been taken to inform students and faculty of the intent to terminate the program. Please provide the date when the teach-out plan was submitted to SACSCOC, if applicable.**

The students currently seeking the B.S. in Social Science Education will be migrated to the track within the Secondary Education degree. Students will continue to receive the State of Florida's certification to teach history, social science, economics and political science. No faculty will be impacted by the change from a free-standing degree program to a track. No teach-out plan is needed.

- 4. Provide data (and cite sources) on the gender and racial distribution of students in and faculty affiliated with the program. For faculty, also list the rank and tenure status of all affected individuals.**

The same faculty will be teaching the same courses to the same students, so there will not be a shift in the distribution.

- 5. Identify any potential negative impact of the proposed action on the current representation of females, minorities, faculty, and students in the program.**

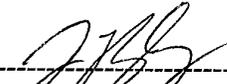
There are no negative impacts, since all students and faculty members will continue within the program. This is a structural change for the degree program, not a discontinuation of the curriculum. UCF remains committed to producing social science educators who reflect the diversity of the schools in which they will teach.

- 6. If this is a baccalaureate program, please explain how and when the Florida College System (FCS) institutions have been notified of its termination so that students can be notified accordingly.**

The university will continue to offer the Social Science Education track within Secondary Education, so we will not be notifying FCS institutions of any proposed termination. We will utilize our Regional Campuses unit to communicate to each of

Revised 12/2016

our six FCS DirectConnect partners that students interested in teaching history, economics, social science, or political science in high schools will be seeking a B.S. in Secondary Education within the Social Science Education track.



Signature of Requestor/Initiator

2/20/17

Date



Signature of Campus EO Officer

2/27/17

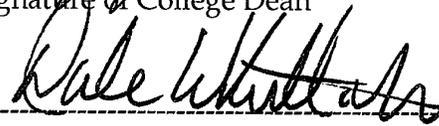
Date

 (on behalf of Dean Carroll)

Signature of College Dean

3/1/17

Date



Signature of President or Vice President for Academic Affairs

3/1/2017

Date

Date Approved by the Board of Trustees

Date

Signature of the Chair of the Board of Trustees

Date

ITEM: FF-4

**University of Central Florida
Board of Trustees**

SUBJECT: Revision to University Regulation UCF-7.130 Administration and Finance; Purchasing

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approve the attached amendments to existing university regulation UCF-7.130 Administration and Finance; Purchasing.

BACKGROUND INFORMATION

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

University regulation UCF-7.130 is being amended to update the duties of the university Procurement Services department in paragraph (1) and revise language in paragraphs (6)(c) and (d) concerning contract extensions and contract renewals, respectively. Additionally, the term “purchasing” has been changed to “procurement” throughout the regulation. These changes are intended to conform the university’s procurement guidelines with the recent updates to the Florida Board of Governors’ Regulation 18.001 on the same topic.

Supporting documentation: Attachment A: Proposed Amended Regulation UCF-7.130 (redline)

Prepared by: Youndy C. Cook, Deputy General Counsel

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

Attachment A

UCF-7.130 Administration and Finance; Purchasing Procurement Services.

(1) The University Board of Trustees (BOT) has authority to establish a system of coordinated procurement policies, procedures, and practices to be used in acquiring commodities and contractual services required by the University. The University Purchasing Procurement Services Department has the duty to:

- (a) Develop purchasing procurement procedures.
- (b) Canvass sources of supply and contracting for the purchase procurement or lease of all commodities and contractual services for the University, in any manner, including purchase procurement by installment- or lease-purchase contracts. Installment- or lease-purchase contracts may provide for the payment of interest on unpaid portions of the purchase price.
- (c) Recommend or advise the suspension or debarment of a contractor, in accordance with University Regulation UCF-7.124, from doing business with the University for demonstrated cause, including previous unsatisfactory performance.
- (d) Plan and coordinate purchases procurements in volume and negotiate and execute agreements and contracts for commodities and contractual services under which the University may make purchases procurements.
- (e) Develop an Annual Certification List to serve as a waiver of the competitive solicitation requirement for commodities/services that are frequently purchased procured and are available from a single source.
- (f) Evaluate, approve, and utilize contracts that are entered into after a public and open competitive solicitation by any State of Florida agency or department, the Federal Government, other states, political subdivisions, cooperatives or consortia, or any independent college or university for the procurement of commodities and contractual services, when it is determined to be cost-effective and in the best interest of the University, to make purchases under contracts let by such other entities. Universities shall review existing consortia and cooperative contracts to identify potential savings and, if there is the potential for savings, enter into new consortia and cooperative contracts to achieve the savings, with the goal of achieving a five-percent savings on existing contract prices. Evaluate and approve contracts let by the Federal Government, other states, political

~~subdivisions, or any independent college or university or purchasing cooperative or consortium for the procurement of commodities and contractual services, when it is determined to be cost effective and in the best interest of the University to make purchases under contracts let by such other entities.~~

- (g) Elect as an alternative to any provision in Board of Governor's (BOG) Regulation 18.002 to proceed with a bid solicitation or contract award process when it is set forth, in writing, that the particular facts and circumstances which demonstrate that the delay due to staying the solicitation or contract award process would be detrimental to the interests of the University. After the award of a contract resulting from a competitive solicitation in which a timely protest was received and in which the University did not prevail, the contract may be canceled and re-awarded to the prevailing party.
- (h) Award contracts for commodities and contractual services to multiple suppliers, if it is determined to be in the best interest of the University. Such awards may be on a university, regional or multiple state university-wide basis and the contracts may be for multiple years.
- (i) Reject or cancel any or all competitive solicitations when determined to be in the best interest of the Institution.
- (j) Inspect the part of the plant or place of business to determine the capability of contract performance of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the University, when specified in the agreement.

(2) Competitive Solicitations Required.

- (a) All contracts for the purchase procurement of commodities or contractual services exceeding \$75,000 shall be awarded pursuant to a competitive solicitation, unless otherwise authorized herein.
- (b) When only one response is received to a competitive solicitation for commodities or contractual services exceeding \$75,000 the University shall review the solicitation ~~responses~~ to determine if a second call for a competitive solicitation is in the best interest of the University. If it is determined that a second call would

not serve a useful purpose, the University shall proceed with the acquisition or cancel the acquisition.

- (c) When multiple responses that are equal in all respects are received to a competitive solicitation, the University will give preference to responses that include commodities manufactured in the state, Florida businesses, or foreign manufacturers located in the state to determine the contract award, or, if these conditions do not exist, will use toss of the coin.
- (d) The ~~purchase~~procurement of commodities and contractual services shall not be divided to avoid the requirement of competitive solicitation.
- (e) The ~~Purchasing~~Procurement Services Department, in issuing an Invitation to Bid, Request for Proposal or Invitation to Negotiate, shall provide notice of a decision or intended decision concerning a solicitation, or contract award by electronic posting for 72 hours, which is interpreted as three business days. (Business days do not include Saturdays, Sundays, State or University holidays, or any other days when the University is otherwise closed for business.) This notice shall contain the following statement: “Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings.”
- (f) Advertisement. Invitations to Bid, Requests for Proposals, and Invitations to Negotiate for commodities expected to be in excess of \$150,000 and for contractual services expected to be in excess of \$75,000 shall be advertised in the Florida Administrative Weekly or the State of Florida’s VBS System. The Director of ~~Purchasing~~Procurement Services shall have the authority to waive this advertisement requirement when the number of potential bidders or proposers is limited and can otherwise be solicited, when the availability of funding so requires, or where delivery is urgent.
- (g) Bids and proposals shall remain sealed (with the exception of typical information revealed at the Bid/Proposal opening for the tabulation sheet) until notice of final contract award is given or in accordance with Florida Statute as appropriate.
- (h) In the case of extension errors, the unit price will prevail.

- (i) Withdrawal. A vendor may withdraw his or her bid or proposal in writing if done within seventy-two (72) hours of the bid or proposal opening, if the bid or proposal is clearly erroneous and it is withdrawn prior to final award or the purchase order being issued.
- (j) Bid/Proposal Evaluations – Bids/Proposals shall be evaluated based on the requirements set forth in the Invitation to Bid/ Request for Proposal, which may include criteria to determine acceptability such as inspection, testing quality, workmanship; delivery and suitability for a particular purpose. Those criteria that will affect the bid/proposal price and be considered in evaluation for award shall be objectively measured, such as all or none, discounts, transportation costs and total or life cycle costs. The Invitation to Bid ~~or~~ Request for Proposal or Invitation to Negotiate shall set forth the criteria to be used. No criteria may be used in bid/proposal evaluation that is not set forth in the Invitation to Bid ~~or~~ Request for Proposal or Invitation to Negotiate.

(3) ~~Purchase~~Procurement of Commodities or Contractual Services.

- (a) ~~Purchase~~Procurement of Products with Recycled Content. The University encourages the ~~purchase~~procurement and use of products and materials with recycled content and post consumer recovered material.
- (b) ~~Purchase~~Procurement of Private Attorney Services. Written approval from the Attorney General is not required for private attorney services acquired by the University.
- (c) ~~Purchase~~Procurement of Insurance. The University has the authority to ~~purchase~~procure insurance as deemed necessary and appropriate for the operation and educational mission of the University. Examples of insurance coverage that may be acquired by the University include (but are not limited to) insurance coverage for:
 - 1. Physical damage on vehicles and boats;
 - 2. Inland marine on property owned, leased, or loaned to or by the University;
 - 3. Building and property damage;
 - 4. Equipment losses due to theft;
 - 5. Loss of rental income;

6. Excess general liability coverage;
 7. Professional liability;
- (d) ~~Purchase~~Procurement of Printing. Printing shall be ~~purchased~~procured in accordance with the requirements of these rules. The University may refer to the requirements of Chapter 283, F.S., and rules promulgated thereto for guidance with respect to the ~~purchase~~procurement of printing services.
- (e) ~~Purchases~~Procurements from Small, Minority and Woman-Owned Business Enterprises (SMWBE). The University is an equal opportunity institution and encourages procurement contracting with SWMBE.
- (f) ~~Purchases~~Procurements from Contractors Convicted of Public Entity Crimes. The University shall not accept a competitive solicitation from, or ~~purchase~~procure commodities or contractual services from, a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.
- (g) Preferences for Florida-Based Vendors when ~~Purchasing~~Procuring Personal Property: For ~~purchase~~procurements of tangible personal property, the Florida Legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose principal place of business is the State of Florida. Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to Resident Vendor pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. Refer to Florida Statute 287.084 and BOG Regulation 18.001 for additional information regarding applicability and implementation of this section.
- (h) ~~Purchasing~~Procurement actions that are not subject to the competitive solicitation process include but are not limited to:
1. Emergency ~~Purchases~~Procurements. When the President or his or her designee determines, in writing, that a condition exists that threatens the health or safety of person(s) or animal(s) or the preservation or protection of property or the continuance of a vital University function, the University

may proceed with an emergency purchaseprocurement without a competitive solicitation. The emergency purchaseprocurement shall be limited to the purchaseprocurement of only the type of items and quantities or for a time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements.

2. Sole Source PurchasesProcurements. Commodities or contractual services available from a single source shall be exempted from the competitive solicitation process. Sole Source document shall be publicly posted by the PurchasingProcurement Services Department for three working days. Working days do not include Saturdays, Sundays, or State or University Holidays.
 3. PurchasesProcurements from competitively bid Contracts and Negotiated Annual Price Agreements established by the State, other governmental entities, other public or private educational institutions, and any purchasingprocurement cooperative or consortium are not subject to competitive solicitation.
 4. Construction Direct PurchaseProcurement Program. Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct purchaseprocurement program are not subject to any further competitive solicitation.
- (i) Commodities and contractual services that are not subject to the competitive solicitation process include:
1. Artistic services;
 2. Academic reviews;
 3. Lectures;
 4. Accountant services, including auditor services;
 5. Legal services, including attorney, paralegal, expert witness, appraisal, lobbyist, arbitrator or mediator services;
 6. Health services, including related equipment and supplies, involving examination, diagnosis, treatment, prevention, consultation or

- administration of physical or mental conditions or the provision of developmental or vocational rehabilitation;
7. Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed;
 8. Training and education services;
 9. Advertising; except for media placement services;
 10. Services or commodities provided by governmental agencies, another university in the State of Florida or other independent colleges and universities;
 11. Programs or continuing education events that are offered to the general public for which fees have been collected to pay all expenses associated with the program or event;
 12. ~~Purchases~~Procurements from firms or individuals that are prescribed by state or federal law or specified by a granting agency;
 13. Regulated utilities and government franchised services;
 14. Regulated public communications, except long distance telecommunication services or facilities;
 15. Extension of an existing contract; (see section (6)(c));
 16. Renewal of an existing contract if the terms of the contract specify renewal option(s); see section (6)(d);
 17. ~~Purchases~~Procurements from the Annual Certification List developed by the University;
 18. ~~Purchases~~Procurements for resale;
 19. Contracts or services provided by not-for-profit support and affiliate organizations of the University, direct support organizations, health support organizations and faculty practice plans;
 20. Implementation/programming/training services available from the owner of copyrighted software or its contracted vendor;

21. Purchases/Procurements of materials, supplies, equipment, or services for instructional or sponsored research purposes when a director of sponsored research or designee certifies that, in a particular instance, it is necessary for the efficient or expeditious prosecution of a research project in accordance with sponsored research procedures or to attain the instructional objective. Sponsored research documents shall be publicly posted by the Purchasing/Procurement Services Department for three business days.
 22. Purchases/Procurements for the Florida High Tech Corridor initiative; and
 23. The acquisition of commodities or contractual services that are specifically provided for in an existing contract, grant, subcontract, letter of agreement, etc.
- (j) Participants in Contract Awards Not Subject to Competitive Solicitations.
1. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation or specifications, or designs or develops a program for future implementation shall be eligible to contract with the University dealing with the specific subject matter.
 2. The individuals taking part in the development or selection of criteria for evaluation, the evaluation process and the contract award in any purchase procurement shall be independent of, and have no conflict of interest in, the entities evaluated and selected and may be required to so attest in writing.
- (4) Bonds.
- (a) Solicitation Security. A certified, cashier's or treasurer's check, bank draft or bid bond may be required as a condition for participating in a competitive solicitation where the University is reasonably uncertain about the contractor's ability to perform, and the expected value of the contract is in excess of \$100,000.
 - (b) Payment and Performance Bonds for Commodities and Services Contracts. The Purchasing/Procurement Services Director is authorized to require any contractor contracting with the University to provide services or commodities (including installation) to furnish a payment and performance bond, with good and sufficient securities, to the University prior to the issuance of the contract when the total

contract amount is greater than \$100,000 and the University is uncertain about the contractor's ability to perform.

- (c) A bond or security required pursuant to paragraphs (a) or (b) above must be in an amount equal to 100% of the response submitted to the competitive solicitation.
- (d) Solicitation Protest Bond. Any contractor that files a formal protest pursuant to the protest procedures of BOG Regulation 18.002 and this regulation protesting a decision or intended decision pertaining to a solicitation, shall at the time of filing of the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the contractor filing the protest action. In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond.

(5) Notice and Protest Procedures for Protests Related to a University's Contract Procurement Process

- (a) The procedures set forth in BOG Regulation 18.002 shall apply exclusively to any protest that arises from any university contract procurement processes for the purchase procurement of goods, services, leases and for construction-related competitive solicitations.
- (b) Any qualified offeror who is adversely affected by the university's decision may file a written notice of intent to protest within 72 hours after university posting of award or intent to award notice. The protesting firm must reduce its complaint to a written petition and file it with the department that issued the solicitation within ten (10) calendar days from registration of the original complaint. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' (BOG) Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings. Additional information on protest procedures can be viewed in the above referenced BOG Regulations.

(6) Contracts.

- (a) Acquisitions for the purchase procurement of commodities or contractual services or licenses shall consist of purchase orders, except for purchases procurement using a pCard, or prior verbal approval from the Purchasing Procurement Services Department, to obligate the necessary funds prior to the contractor being provided a notice to proceed or said contractor rendering the goods or services. All necessary procurement actions (i.e. competition, competition exemptions, approvals) must take place prior to signing a contract that will obligate university funds.
- (b) Any contract for the purchase procurement of services or tangible personal property for a period in excess of one fiscal year shall include the following or an equivalent statement: “The State of Florida’s and University’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.”
- (c) Permitting the extension(s) of a contract, entered into as a result of a competitive solicitation, for up to twelve (12) months or until completion of the competitive solicitation and award or protest, whichever is longer. The extension shall be in writing, signed by both parties, and shall be subject to the same terms and conditions set forth in the initial contract. Extension of a contract shall be for a period not to exceed 12 months, shall be in writing, shall be signed by both parties, and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract.
- (d) A contract may contain provisions for renewal. If the commodity or contractual service is purchased procured as a result of a competitive solicitation, the cost of any contemplated renewal must be included in the competitive solicitation. All contract renewals are subject to sufficient annual appropriations. Renewals shall be for a period that may not exceed 5 years or twice the term of the original contract, whichever is longer. This provision is not intended to apply retroactively; existing contracts entered into prior to January 1, 2017, including any specified renewal period(s) may continue in accordance with the existing contract terms.

- (e) When any commodity contract requires deferred payments and the payment of interest, such contract may be submitted to the State of Florida Comptroller for the purpose of pre-audit review and approval prior to acceptance by the University. The President shall have the authority to enter into deferred payment agreements utilizing the State of Florida Comptroller's Consolidated Equipment Financing Program. No agreement shall establish a debt of the state or shall be a pledge of the faith and credit of the state; nor shall any agreement be a liability or obligation of the state except from appropriated funds.
- (f) In order to promote cost-effective procurement of commodities and contractual services, the University may enter into contracts that limit the liability of a vendor consistent with Section 672.719, F.S.
- (g) The total value of the contract is, for purposes of this regulation and university procedures, the ~~purchase~~procurement price for the initial term plus all renewal costs.
- (h) If a contractor does not furnish proof of payment to subcontractors, suppliers, or laborers within 60 days after the project is certified to be finally complete by the University, the University will pay any retainage, on a pro-rata basis, directly to the subcontractors, suppliers or laborers. In order to obtain payment, subcontractors, suppliers, or laborers who have not been paid after the 60 days have passed have an additional 30 days to submit documentation satisfactory to the University showing that they have performed work on the project, the amount due, and certifying that they have not been paid. If a contractor does not complete a project, the University will use any retainage to complete the work and then pay any balance of the retainage, on a pro-rata basis, to subcontractors, suppliers, or laborers who provide the above required documentation within 30 days after the completion of the project.

(7) Standard of Conduct. It shall be a breach of ethical standards: (a) for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services; (b) for any potential contractor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services; or (c) for any University or University

direct support organization employee participating on a procurement selection committee to solicit donations from responding vendors during the selection process, except for donations or benefits expressly stated in the procurement document.

(8) ~~Purchase~~Procurement of Motor Vehicles.

- (a) The term “motor vehicle” includes any automobile, truck, watercraft or other vehicle designed primarily for transporting persons, and construction vehicles or farm equipment.
- (b) The University has authority to:
 - 1. Establish standard classes of motor vehicles to be leased, ~~purchased~~ procured or used by University personnel;
 - 2. Obtain the most cost effective and efficient motor vehicles for state purposes;
 - 3. Establish and operate facilities for the acquisition, disposal, operation, maintenance, repair, storage, control and regulation of University-owned motor vehicles. Acquisition may be by ~~purchase~~procurement, lease, installment-purchase, loan or by any other legal means and may include a trade-in. All motor vehicles ~~purchased~~procured or leased shall be of a class that will safely transport University personnel and adequately meet the minimum requirements of the University.
 - 4. Contract for specialized maintenance services.
- (c) Motor vehicles owned, leased or operated by the University shall be available for official University business only.

(9) Public Records.

- (a) Agreements may be canceled unilaterally by the University for refusal by the vendor/contractor to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the vendor/contractor in conjunction with the Agreement.
- (b) The University is subject to the Florida Public Records laws.
- (c) Contract for Services. To the extent that Payee meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other

contract requirements provided by law, Payee must comply with public records laws, including the requirements of Section 119.0701, Florida Statutes.

(10) Vendors Excluded from Competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, Invitations to Bid, Request for Proposals and/or Invitations to Negotiate shall be excluded from competing for such procurements.

Authority: BOG Regulations 1.001, 18.001, 18.002 and 18.003. History—New 4-23-03, Amended 4-17-06, 8-6-07, 10-19-07, Formerly 6C7-7.130, Amended 7-6-09, 8-8-14, 10-29-15, 7-5-16, _____-17.

ITEM: FF-5

**University of Central Florida
Board of Trustees**

SUBJECT: Agreement Between UCF and ICAMR

DATE: March 16, 2017

PROPOSED BOARD ACTION

Approve the attached agreement between UCF and International Consortium for Advanced Manufacturing Research (ICAMR).

BACKGROUND INFORMATION

UCF, in collaboration with ICAMR, presented a request to the Florida Legislature for appropriation of certain funds for the support of ICAMR, describing alignment with UCF's strategic goals and the anticipated return on investment. The 2016-17 state appropriations signed by the governor on March 17, 2016, included a recurring appropriation of \$5,000,000 to UCF in support of ICAMR. The agreement sets forth terms and conditions for ICAMR's expenditure of the appropriated funds, with such terms and conditions reflecting the intent set forth in the legislative budget request, recognizing a defined procurement protocol, and requiring reporting by ICAMR to facilitate UCF's return on investment reporting to the governor.

Supporting documentation: Attachment A: Agreement Between University of Central Florida Board of Trustees and ICAMR, Inc.
Attachment B: ICAMR Procurement Guidelines (Agreement Exhibit A)
Attachment C: Legislative Budget Request 2017-18

Prepared by: Sandra Sovinski, Associate General Counsel

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

Attachment A

AGREEMENT BETWEEN UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND ICAMR, INC.

THIS AGREEMENT is effective as of the July 1, 2016, by and between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES ("UCF"), and ICAMR, Inc. ("ICAMR").

I. BACKGROUND.

ICAMR is a non-profit a 501 c (6) consortium focusing on the research, development, commercialization, and manufacturing of key advanced technologies that will provide Florida with a global competitive advantage to be a leader in the smart sensor industry. This effort will bring opportunities for UCF and others in the Florida state university system (SUS) to establish partnerships with industry and government organizations that will build Florida's high-value, tech-based industry in areas of advanced smart sensors, integrated photonics, sustainable energy, and other advanced manufacturing areas, while simultaneously creating a demand for the highly skilled students from UCF and other SUS institutions.

The Florida Legislature has appropriated the recurring sum of \$5,000,000 to UCF for purposes of supporting ICAMR. The intent of the funds is continued ramp up and sustainment of ICAMR base operations, as stated in the proposal to the legislature ("LBR"). This intent, and ICAMR's purpose,

- Aligns with UCF's strategic goals: (1) to be excellent in key areas of research and graduate education, (2) to be international in scope, and (3) to be America's Leading Partnership University,
- Directly supports the UCF Work Plan Mission Statement of impactful research and the public service initiative of partnering with government and industry to build Florida's wealth-producing economy, which in turn provides high-paying jobs for UCF and other SUS STEM graduates, and
- Builds upon UCF's existing prominence in optics and photonics research and further establishes these as preeminent programs for the SUS.

This Agreement between ICAMR and UCF is for documenting the terms of use of such appropriated funds by ICAMR.

II. AGREEMENT.

ICAMR acknowledges that the appropriated funds received by UCF from the Legislature have been and will continue to be transferred from UCF to ICAMR's fiscal agent, the University of Central Florida Research Foundation, Inc. (UCFRF) for the purpose of supporting the design and advanced manufacturing of smart sensors in Osceola County. ICAMR further agrees that expenditure of state funds must adhere to all applicable laws and agency regulations, and acknowledges and agrees to the following special terms and conditions for its expenditure of the appropriate funds:

1. All expenditures will be in accordance with the intent set forth in the LBR and in support of the purpose, above.

2. Expenditures will reconcile with the LBR budget and the following categories set forth therein:

- a. Salaries
 - i. Faculty salary
 - ii. A&P/USPS salary, OPS and other salary of UCF personnel assigned to support ICAMR operations
- b. Expenses, including expenses for contract personnel
- c. Operating capital outlay
- d. Electronic data processing
- e. Special category

3. All ICAMR expenditures hereunder will be in conformance with the ICAMR Procurement Guidelines, attached hereto as Exhibit A, and incorporated herein by reference. Additionally,

- a. For all expenditures greater than \$75,000, ICAMR will, in advance of the RFP, advise the UCF Authorized Representative for the ICAMR/Osceola County Development project, UCF's Vice President for Research and Dean of the College of Graduate Studies.
- b. For all sole source purchases, ICAMR will, in advance of the purchase, advise the UCF Authorized Representative for the ICAMR/Osceola County Development project, UCF's Vice President for Research and Dean of the College of Graduate Studies.

UCF intends to leverage the combination of the appropriated funds with UCF's faculty recruitment opportunities associated with its performance-based funding, and its recruitment, education, and placement of top STEM graduates.

4. ICAMR will submit quarterly reports of its use of the appropriated funds, showing:
- a. how the use is tracking to the LBR categories, as specified in #2 above, and
 - b. how the funds have been applied to:
 - i. continue the ramp up and sustainment of ICAMR base operations,
 - ii. advance future opportunities for STEM graduates, and
 - iii. support development of industry partnerships in the region; and
 - c. procurement documentation for expenditures.

Which reports shall include, but not be limited to, the following LBR elements:

1. hiring of critical personnel (research scientists, technicians, and administrative personnel),
2. purchase of critical materials used in advanced manufacturing research,
3. expenditures for R&D operations, and
4. lease of highly specialized manufacturing tools.

5. ICAMR will notify UCF, in advance, of any changes to ICAMR's procurement and vendor selection guidelines.

III. TERM OF AGREEMENT.

The Agreement shall be effective July 1, 2016 and shall continue until (1) the recurring appropriation of the funds by the Legislature discontinued, or (2) the Agreement is terminated by agreement of the parties or otherwise as set forth herein.

IV. INDEPENDENT ICAMR.

ICAMR contracts with UCF under this Agreement only for the purposes and to the extent set forth in this Agreement. ICAMR'S relationship to UCF shall be that of an independent contractor. UCF does not reserve any control with respect to the activities of ICAMR or the manner and means by which ICAMR effects the activities described in this Agreement. UCF shall not have any obligations with respect to employment contributions, taxes, premiums, or other items payable under federal, state and local laws with respect to the activities of ICAMR.

V. SEVERABILITY.

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

VI. GOVERNING LAW.

Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, the laws of the State of Florida will govern the interpretation, validity and effect of this Agreement. Venue for any action to construe or enforce the terms of this Agreement shall be in Orange County, Florida, and each party hereby consents and submits to the jurisdiction of such courts.

VII. AUDIT

ICAMR will keep accurate and complete records and accounts pertaining to the expenditures hereunder. Upon reasonable notice, and no more than once per calendar year, UCF may audit ICAMR's records relating to the expenditures hereunder.

VIII. COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement between the parties regarding the subject matter set forth herein, and supersedes all prior agreements and understandings between parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

IX. NOTICES.

Any notice or other communication pursuant to this Agreement shall be in writing, unless stated otherwise, and shall be effective five (5) days following deposit of the same in the United States mail, return receipt requested, priority postage prepaid, addressed to:

ICAMR Chester Kennedy Chief Executive Officer 400 W. Emmett St. Kissimmee, FL 34741 407-742-4254 office 407-221-4346 cell fran.Korosec@ucf.edu	UCF Elizabeth A. Klonoff Vice President for Research and Dean of the College of Graduate Studies 4365 Andromeda Loop North Millican Hall 243 Orlando, FL 32816 Elizabeth.Klonoff@ucf.edu
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X. NO THIRD PARTY BENEFICIARIES.

This Agreement does not create, and should not be construed as creating, any rights enforceable by any person not a party to this Agreement.

XI. WAIVER.

No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto or contained therein. Either party may resort to one form of remedy without such remedy constituting a waiver of alternative remedies.

XII. MISCELLANEOUS.

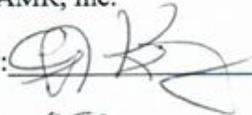
1. UCF may terminate this Agreement at any time for refusal by ICAMR to allow public access, mandated by law, to all documents, papers, letters, or other non-exempt materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by ICAMR or UCF in conjunction with this Agreement.
2. UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and the officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. ICAMR assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of ICAMR's officers, employees, servants, and agents, or other persons acting or engaged to act by ICAMR in furtherance of the obligations of ICAMR under this Agreement. UCF, as a state entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment or agency by UCF. UCF and ICAMR further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the

laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. No party shall be deemed to have waived any right or remedy set forth herein unless such waiver shall be set forth in writing and signed by the parties. The failure of either party to exercise any right or remedy pursuant to the terms and conditions set forth herein shall not constitute a continuing waiver of any subsequent breach of such terms and conditions.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective the date and year first above written.

ICAMR, Inc.

By:  _____

Its: CEO _____

UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES

By: _____

Its: _____

Approved as to Form and Legality

 12/22/2017

Exhibit A
ICAMR Procurement Guidelines

Attachment B

VERSION 1.0

JUNE 9, 2016



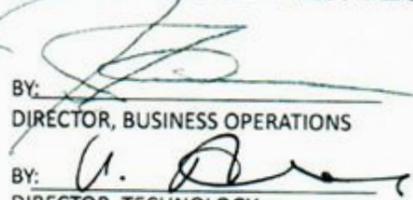
PROCUREMENT GUIDELINES

REVIEWED AND APPROVED BY:

BY:
CEO


Dan W Holler
BY:
DIRECTOR, BUSINESS DEVELOPMENT

BY:
DIRECTOR, BUSINESS OPERATIONS


BY:
DIRECTOR, TECHNOLOGY

ICAMR – Procurement Guidelines

Date: September 13, 2016
 Document No: ICAMR-001
 Revision No: 00

I. Overview

The guidance provided in this document apply to all ICAMR procurements, including materials, supplies, services, and equipment. The information below shows the approval matrix and general process and documentation required.

ICAMR Spending Authority:

1. Purchases up to \$100,000 are allowable with the approval of the ICAMR Buyer.
2. Purchased from \$100,000.01 - \$1,000,000 are allowable with approval from either the Director of Business Operations, Director of Technology, or the Executive Director of Operations and Technology Programs.
3. Purchases greater than \$1,000,000.01 requires the approval of the CEO or their delegate.

Vendor Selection Requirements			
	Up to \$10,000	\$10,000.01 - \$75,000	Greater than \$75,000
Bid Process Required	No	Yes	Yes
Acceptable Forms of Price Comparison	N/A	Formal written quotes on vendor’s letterhead	RFP – formal responses
Minimum # of Bids Required	1	3	3
Submit Bid Documentation to the Buyer, specified in section C below	No	Yes	Yes

No purchase should be divided or subdivided in order to avoid the formal competitive bidding in accordance with the above table.

A. Authority to Purchase

Only the designated ICAMR Buyer may process the requisition/purchase order, on behalf of ICAMR. The ICAMR Buyer is responsible for reviewing all procurements to ensure the purchases are allowable per the funding source, allocable, reasonable for the project and/or ICAMR business, and consistent with applicable regulations and this guidance document.

Those ICAMR representatives holding a Purchase Card are authorized to make purchases on their Purchase Card consistent with the guidelines set below.

Exceptions to these guidelines require prior approval of the ICAMR CEO.

B. Code of Ethics

1. Code of Conduct:

All representatives of ICAMR are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgement. Representatives are expected to be principled in their business interactions and act in good faith with individuals both inside and outside of the ICAMR community.

2. Conflict of Interest:

The Code of Conduct shall govern the performance, behavior and actions of ICAMR, including Board members, representatives, employees, directors, volunteers, or agents who are engaged in any aspect of procurement, including, but not limited to, purchasing goods and services; awarding contracts and grants; or the administration and supervision of contracts.

- a. No representative, employee, officer, director, volunteer, or agent of ICAMR shall participate in the selection, award, or administration of a bid or contract supported by Federal funds if a conflict of interest is real or apparent to a reasonable person.
- b. Conflicts of interest may arise when any representative, employee, officer, director, volunteer or agent of ICAMR has a financial, family, or any other beneficial interest in the vendor firm selected or considered for an award.
- c. No representative, employee, officer, director, volunteer, or agent of ICAMR shall do business with, award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family or to a company, vendor or concern who either employs or has any relationship to a family member; or award a contract or bid that violates any law or policy.

3. Gratuities:

The representatives, employees, officers, directors, or agents of ICAMR may not accept gratuities, favors, or anything of monetary value in excess of \$100 from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder; or from any party to a subcontract agreement or ancillary contract. Solicitation of any gratuities, gifts, or favors are not allowable.

The acceptance of any gratuities, favors, or anything of monetary value, contrary to this section may lead to disciplinary action.

C. Prohibited Purchases

All expenditures must be reasonable and supported by a sound business reason. Expenditures for personal or non-business related items/services are not allowable.

For more information on whether or not a purchase is allowable, discuss with the ICAMR Buyer.

D. Purchases are for ICAMR Business Only

The ICAMR Buyer is only authorized to make purchases for ICAMR business only. Purchases for individuals or organizations for personal reasons are not allowable.

II. Procedure

A. Overview

In general, the following steps outline the procurement process from requesting a purchase to be made through the acceptance and authorization for final payment.

1. Once a business need is identified that an item is necessary for the continuation of a funded project or ICAMR business operation, the requestor will create a bid package (depending on the dollar value in conjunction with the Vendor Selection Requirements above).
2. The requestor is responsible for securing the required number of quotes or proposals, evaluating all quotes/proposals received in response to the identified need, and submitting the Vendor Selection Form and any other required document as outlined on this form (or any other additional documentation to show the ICAMR Buyer of their due diligence).
3. The completed package is submitted to the ICAMR Buyer for review and to place the order, once all proper signatures and documentation are on file.

4. The ICAMR Buyer will review invoices, and work with the requestor with regards to properly monitor deliverables/milestones/payments/inspection/etc.
5. Once the item is received, and passes inspection and/or testing and is affirmed by the requestor, the ICAMR Buyer will be responsible for authorizing final payment to the vendor.

B. Requisition

The procedures below outline the manner in which the request for procurement should be completed:

1. A requisition, containing all applicable documents (i.e. vendor selection form with all signatures, quotes, RFP/RFQ and responses, etc.) will be submitted to the ICAMR Buyer.
2. The ICAMR Buyer will:
 - a. Review the funding source (grant, contract, etc.), as applicable, and other applicable regulations to ensure that the items to be purchased are allowable and there are no additional procurement conditions, specific to the funding source, that would supersede these guidelines. If agency approval is required, will send the formal request to the agency for approval.
 - b. Determine if the transaction will be with a subawardee, or a vendor/subcontractor. Subaward agreements are not covered by this guidance document.
 - c. Review all attached documentation, with leadership as needed, to determine if the price is reasonable. If the requisition is a Sole Source, the ICAMR Buyer will ensure that all paperwork and justifications are appropriate and that it is apparent that a Sole Source procurement is in the best interest of ICAMR.
 - d. Determine, with consultation with the requestor and ICAMR leadership (as appropriate), the type of procurement instrument to use. Examples of procurement instruments include, but are not limited to, service agreements, purchase orders, etc.
 - e. Process the purchase order to begin the procurement with the vendor

C. Documentation Requirements for All Purchases

The requestor must submit all documentation requested below to the ICAMR Buyer:

1. Small Purchases (up to \$10,000) – Submit the signed Vendor Selection Form to the ICAMR Buyer. The requestor is responsible for keeping any backup justifying their choice in vendor. Backup may include screen shots from any vendors' catalog which shows the date, item, and unit price, informal quotes via email or phone.
2. Procurements from \$10,000.01 - \$75,000 – Submit the Request For Proposal/Request For Quote package to the ICAMR Buyer, which will include a signed Vendor Selection Form, and 3 formal quotes from the vendors to the ICAMR Buyer. If there are not 3 vendors appropriate to bid on the Request for Proposal/Request for Quote, additional justification will be required, consistent with the instructions on the Vendor Selection Form. The Vendor Selection Form is the official price analysis documentation.
3. Procurements greater than \$75,000 - A formal solicitation is required. This is accomplished through the use of a Request for Proposal or Request for Quote that clearly sets forth all requirements to be evaluated. A price or cost analysis form must be completed by the requestor and the ICAMR Buyer.

D. Request for Quotes (RFQs)

1. An RFQ should be used when the item to be purchased is a known commodity and standard offering from multiple vendors. The RFQ should be prepared by the requestor, in conjunction with the ICAMR Buyer, and should include the following:
 - a. Part descriptions and item numbers
 - b. Quantities/volumes

- c. Quality levels
 - d. Delivery requirements
 - e. Any specific terms and conditions
 - f. Other value added requirements or terms, as necessary
2. The requestor is responsible for advertising the invitation for vendors to respond.
 3. The requestor will collect all responses and properly fill out the Vendor Section Form
 4. All documentation, in accordance with the document requirements as set forth in section C above will be submitted to the ICAMR Buyer for final review and to process the purchase.

E. Request for Proposals (RFPs)

1. RFPs are used for any procurement where an exact item or service is not fully identified and a solution is being requested. The RFP should be prepared by the requestor, and should include:
 - a. The purpose
 - b. General information, including the deadline for responses
 - c. Performance criteria
 - d. Statement of work, specifications, requirements, milestones, deliverables
 - e. Proposal preparation and submission instructions
 - f. Evaluation criteria
 - g. Any special terms/conditions (i.e. software addendum language, ECCN, Debarment Certificate, etc.)
 - h. Any other relevant documentation which would help to make a proper vendor selection
2. The requestor will work with the ICAMR Buyer and leadership, as appropriate, to advertise any formal invitation to bid.
3. When 2 or more bids or proposals are received, the award shall be made to the lowest responsive and responsible bidder meeting the specifications of the RFP, or the bidder offering the best value to ICAMR.
4. If only 1 bid or proposal is received, the ICAMR Buyer and requestor may review the RFP and resultant bid to determine the reasons, if any, that only 1 response was received. An award can be made to the single bidder if the bid is fair and reasonable, or a second call for bids can be made if it is determined that it is in the best interest of ICAMR.
5. In the event that no bids are received, the requestor, along with leadership and the ICAMR Buyer will work together to make any revisions to the RFP and re-post the request for bidders to respond.
6. ICAMR has the right to reject any and all bids or proposals, and such reservation shall be indicated in all advertisements and specifications.

F. Purchase Card

ICAMR's CEO or Directors, through its fiscal agent the University of Central Florida Research Foundation, Inc. ("UCFRF"), will administer Purchasing Cards to select individuals with good standing to be cardholders. Those representative of ICAMR who hold a Purchasing Card through the UCFRF shall abide by the guidelines as set forth in the UCFRF Business Manual.

G. Reimbursements for Expenses Using Personal Funds

Reimbursement to ICAMR representatives, originally purchased by their personal funds, for small out-of-pocket expenses incurred as a result of the employee being in a situation that prevented them from submitting a requisition (i.e. printed materials or copies while attending an out of town meeting, meals incurred related to search committees, expressway tolls, etc.). Reimbursements for personal funds use should not be used to make purchases that could be bought by the ICAMR Buyer or from their Purchasing Card.

ICAMR representatives should not use their personal funds to procure commodities or services then seek reimbursement simply because they did not plan for the need or because they prefer to buy it after work hours without going through normal purchasing procedures.

Reimbursement requests for personal funds use must be submitted to the ICAMR Buyer and shall include detailed receipts and a brief justification to show the need/purpose of personal fund use.

III. Exempted Purchases

A. Sole Source Purchases

ICAMR intends to procure items and services under open competition; however, competition may not always be possible or in the best interest of ICAMR. In cases where ICAMR must use a specific vendor, a sole source exemption may be granted, and should only be made under the following circumstances:

1. Only one response is received to a publicly posted RFP/RFQ
2. Is required by the sponsoring agency
3. The particular vendor has unique or prior experience
4. The item being procured is proprietary or has unique requirements
5. Extreme urgency, where there is insufficient time to conduct a competitive source selection

Sole source procurement is a non-competitive vendor selection and should be used as a last resort.

B. Sole Source Procedure

1. The Sole Source section of the Vendor Selection Form must be filled out, with a justification in enough detail to allow for evaluation and determination of the validity of the sole source.
2. The completed Vendor Selection Form must be approved in the following order:
 - a. Project Manager
 - b. ICAMR Buyer
 - c. Additional signatures as required per section I above.
3. Once all of the approvals have been received, the ICAMR Buyer will proceed in processing the purchase order for the item/service.

IV. Forms

A. Vendor Selection Form

B. Cost/Price Analysis Form

Attachment C

**State University System
Education and General
2017-2018 Legislative Budget Request
Form I**

University(s):	University of Central Florida
Issue Title:	International Consortium for Advanced Manufacturing Research (ICAMR)
Priority Number	
Recurring Funds Requested:	\$8,000,000
Non-Recurring Funds Requested:	
Total Funds Requested:	\$8,000,000
Please check the issue type below:	
Shared Services/System-Wide Issue for Fiscal Year 2017-2018	<input type="checkbox"/>
New Issue for Fiscal Year 2017-2018	<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 2016 Work 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.

1. The International Consortium for Advanced Manufacturing Research (ICAMR) was established in Central Florida to focus on the research, development, commercialization, and manufacturing of key advanced technologies. This non-profit consortium will enable UCF and others in the SUS (the University of Florida, University of South Florida, and Florida International University also have invested in ICAMR) to establish partnerships with industry and government organizations that will build Florida's high-value, tech-based industry in areas of advanced smart sensors, integrated photonics, sustainable energy, and other advanced manufacturing areas, while simultaneously creating a demand for the highly skilled students graduating from UCF and other SUS institutions. By 2017, smart sensors are expected to be the dominant product for semiconductor manufacturing. The demand for advanced sensors is expected to reach 1 trillion by the end of the decade. By 2020, more than 50 billion global devices will be connected by sensors. In fact, according to the market-forecasting firm BCC Research, the global market for sensors was valued at \$79.5 billion in 2013 and is expected to increase to nearly \$154.4 billion by 2020. Ultimately, ICAMR will provide Florida with a global competitive advantage to be a leader in this booming industry.

2017-2018 LBR

This Legislative Budget Request (LBR) would provide funding for the continued ramp up and sustainment of base operations including hiring of critical personnel (research scientists, engineers, technicians, and administrative personnel), the critical materials used in advanced manufacturing research, R&D operations, back office operations, and the lease of highly specialized manufacturing tools, as well as providing future opportunities for STEM graduates. This LBR aligns with UCF's strategic goals of (1) excellence in key areas of research and graduate education, (2) to be international in scope, and (3) to be America's leading partnership university. This LBR directly supports the UCF Work Plan Mission Statement of impactful research and the public service initiative of partnering with government and industry to build Florida's wealth-producing economy, which in turn provides high-paying jobs for UCF and other SUS STEM graduates. Additionally, this LBR builds upon UCF's existing prominence in optics and photonics research and further establishes these as preeminent programs for the SUS.

As stated in the Work Plan Vision Statement, this LBR provides new strengths by leveraging innovative partnerships and interdisciplinary work to advance and diversify Florida's economy and opportunities for our STEM graduates. The advanced manufacturing industry will require high levels of intellectual capital and employees with specialized degrees. This LBR greatly expands partnerships with the Florida High Tech Corridor, an economic development initiative of three of the country's largest research institutions - UCF, USF and UF - to grow high-tech industry and innovation through partnerships that support research, marketing, workforce, and entrepreneurship. Since its inception, the Corridor engaged in 1,400 projects with 375 companies throughout the 23 county corridor in Central Florida.

2. This LBR will greatly expand opportunities for STEM and other students to gain industry-relevant experience through internships and other work-study experiences at ICAMR and associated industry. The advanced manufacturing research facility will provide unique research opportunities for faculty and students across many STEM disciplines. UCF plans to combine this LBR with its performance-based funding to hire faculty in areas critical to Florida's future and to achieve the quantitative goals of our Work Plan in extramural funding, scholarship, and student success.

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

Like star athletes, star faculty and students are attracted to universities with capabilities for them to develop their skills to the fullest and to be on nationally competitive teams. This LBR will greatly leverage our faculty recruitment opportunities associated with our performance-based funding, and the recruitment, education, and placement of top STEM graduates. Of special note, ICAMR is located in Osceola County, which has a 48% Hispanic population, and thus provides a special opportunity to recruit students from this underrepresented community into the STEM fields. Investing in ICAMR ultimately creates new job opportunities and an increased demand for highly skilled professionals, which UCF and the other SUS institutions

will help to fulfill. As such, new educational opportunities exist for our students in UCF partnering with the many industry affiliates expected to work alongside ICAMR, not the least of which being experiential learning and increased in-state job placement opportunities for our STEM graduates.

Osceola County (where ICAMR will be located) is building a state-of-the-art, 109,000-square-foot facility valued at \$138 million. The County has leased this facility to UCF for \$1/year for the next 30 years for use by UCF and others in the SUS for advanced manufacturing research. The Osceola facility has positioned UCF to compete in multiple federal Innovative Manufacturing Institutes (IMI) opportunities. In April 2016 UCF announced its success as part of the Massachusetts Institute of Technology (MIT) team landing a role in a new \$75M IMI to develop smart fiber technology. This work will be conducted at the ICAMR operation in Osceola County. In addition, in July 2016, ICAMR submitted a proposal to the Department of Commerce for an IMI focused on Smart Sensors and Imager Devices. ICAMR's proposal, valued at \$280M in federal funds and cost share, includes significant roles for UCF, USF, University of Florida, and FIU. If not for the ICAMR operation in Osceola County, UCF and the SUS would not have the opportunity to pursue these opportunities for Florida.

ICAMR will be one of many solutions to diversify Florida's economy by providing an advanced manufacturing research asset that will bring research facilities, lab space, high-tech capital equipment, and top researchers to Florida. It is expected to attract substantial global industry, federal, and international participation and funding to develop and manufacture next-generation emerging technologies and products. To reinforce this, Space Florida, Enterprise Florida and the Department of Economic Opportunity are looking at ICAMR as part of the state infrastructure in support of broad based economic development. The capabilities and operations of ICAMR will facilitate the recruitment of high tech / high wage employment to Florida in critical markets including but not limited to aerospace & defense, healthcare, and advanced manufacturing.

ICAMR is modeled after the highly successful academic-industry-government organization SEMATECH, which revolutionized the economies of Austin, Texas and Albany, New York, resulting in high economic value and diverse supply chain evolution. Per an independent study by Arduin Associates, if Orlando replicated the activities that occurred in Austin, the regional and statewide economic impacts would significantly increase. By the 10th year, high-tech earnings would be \$2.1 billion larger; total earnings would be \$5.2 billion higher; and there would be 19,344 additional high-tech jobs and 83,180 more jobs in total. Due to this accelerated rate of economic growth, total tax revenues would be an estimated \$482 million higher. If Orlando's high-tech cluster replicated the cluster in Albany, then within 10 years, high-tech earnings in the region would be \$402 million larger than the baseline scenario, and total earnings would be \$1.1 billion higher. Additionally, there would be 4,605 more high-tech jobs, 19,800 total new jobs, and total state and local tax revenues would be approximately \$106 million higher.

An initial return on this investment can be seen in industry partnerships developing in the region. This includes the announcement in July 2016 that imec, the world-leading nanoelectronics research center based in Belgium, has established Imec Florida. Imec Florida is a new entity focusing on photonics and high-speed electronics

Integrated Circuit (IC) design based in Osceola County. It was disclosed that Imec Florida will work in close collaboration with ICAMR on R&D projects. Without ICAMR, Imec would not have come to Florida. Other ICAMR partnerships announced over the last 12 months include those with Harris Corporation, Photon-X, Aurora Semiconductor, and Argonne National Laboratory.

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.				

**2017-2018 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: ICAMR

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
<u>Positions</u>			
Faculty	3.00	0.00	3.00
Other (A&P/USPS)	17.00	0.00	17.00
	-----	-----	-----
Total	20.00	0.00	20.00
	=====	=====	=====
<u>Salary Rate (for all positions noted above)</u>			
Faculty	\$670,630	\$0	\$670,630
Other (A&P/USPS)	\$1,524,027	\$0	\$1,524,027
	-----	-----	-----
Total	\$2,194,657	\$0	\$2,194,657
	=====	=====	=====
Salaries and Benefits	\$2,830,010	\$0	\$2,830,010
Other Personal Services	\$0	\$0	\$0
Expenses	\$2,094,990	\$0	\$2,094,990
Operating Capital Outlay	\$2,000,000	\$0	\$2,000,000
Electronic Data Processing	\$575,000	\$0	\$575,000
Special Category (Specific)	\$500,000	\$0	\$500,000
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	-----	-----	-----
Total All Categories	\$8,000,000	\$0	\$8,000,000
	=====	=====	=====

ITEM: FF-6

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Finance Corporation Renewal of Letter of Credit

DATE: March 16, 2017

PROPOSED BOARD ACTION

The UCF Finance Corporation seeks approval to renew a three-year Letter of Credit with Fifth Third Bank backing \$51,315,000 of outstanding bonds for the Burnett School of Biomedical Sciences research facility located on the Health Sciences Campus at Lake Nona.

BACKGROUND INFORMATION

In 2007, the UCF Finance Corporation issued \$60,000,000 in variable-rate demand bonds secured by a 10-year Letter of Credit with Fifth Third Bank. The Corporation, hedging against rising interest rates at the time, also entered a 30-year swap agreement to synthetically fix the interest rate at 4.376 percent. The Letter of Credit expires in June 2017, and the financing team recommends its renewal.

Supporting documentation: Attachment A: Renewal letter from Fifth Third Bank

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

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



Attachment A

February 15, 2017

Mr. John C. Pittman
Associate Vice President
Debt Management
University of Central Florida
4365 Andromedia Loop N.
Millican Hall, Suite 384
Orlando, FL 32816-0020

Re: Extension of Letter of Credit - Letter of Credit Agreement dated June 1, 2007 for Series 2007 UCF Finance Corporation's Capital Improvement Revenue Bonds - \$51.9 million outstanding

Dear John,

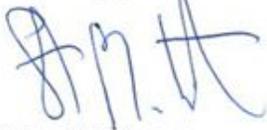
I am pleased to provide this letter constituting the Commitment of Fifth Third Bank ("Lender") to extend the existing Letter of Credit which is currently set to expire on June 14, 2017. The Letter of Credit will be extended for a three (3) year period with a new expiration date of June 14, 2020 (the "Commitment Term"). With this extension, the annual fee for the Letter of Credit will be 1.75% of the "Stated Amount", as described in the Letter of Credit.

All other terms and conditions associated with the existing Letter of Credit shall remain in place for the duration of the Commitment Term.

This Commitment is based upon the accuracy of your representations and statements, and all information, exhibits and other matters submitted to Lender for consideration. Lender shall have the option to amend or rescind this Commitment if there shall have been any material misrepresentation or misstatement or any material error in anything submitted to Lender, or if prior to the extension, there shall have been a material adverse change in the financial condition of UCF Finance Corporation.

John, we look forward to a successful conclusion for this Letter of Credit extension for UCF Finance Corporation. Please feel free to call me at 407-999-3276 with any questions you may have.

Very truly yours,



Steve Wortman
Vice President
Commercial Relationship Manager
Fifth Third Bank
200 East Robinson Street
Orlando, Florida 32801

Cc: Mr. James Weiss, Fifth Third Bank
Mr. Mark Galvin, Hilltop Securities, Inc.

333054

ITEM: NG-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Presidential Selection Process

DATE: March 16, 2017

PROPOSED BOARD ACTION

Recommend revisions to the Presidential Selection Process and accompanying Leadership Statement.

BACKGROUND INFORMATION

One of the functions of the Nominating and Governance Committee is to review and update the Presidential Selection process on an annual basis.

Supporting documentation: Attachment A: Presidential Selection: Process Guide for the University Of Central Florida
Attachment B: Board of Governors Regulation 1.002
Presidential Search and Selection

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

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

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, the Nominating Committee enumerated the Critical Success Factors that have been key to UCF's prominence. This document will be reviewed and updated 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 annually until such time as the board undertakes a presidential search.

- C. **Appointment of Interim President (If Needed):** The board chair ~~will appoint a selection committee to select an interim president as expediently as possible, should such an appointment be needed. In order that the subsequent presidential search be completely open and robust, the individual appointed as interim president would agree not to be a candidate for president~~ 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 ~~will be used for a presidential search.~~ *(Continue discussions of best practices through AASCU and others.)*

- 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 ~~also~~ include one or more representatives 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 staff, and~~ the broader community, ~~as well as others who are identified as helpful to the process. Additionally, t~~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 ~~the 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 select a search consultant,~~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. **Appointment of Search Committee:** See description above.~~
- ~~B. **Retention of Search Consultant:** The search committee may interview as many as five search firms or consultants and will retain the firm or consultant that it believes will best meet its needs.~~
- ~~C~~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.
- ~~D~~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.

- EC. Semifinalist Interview:** Members of the search committee will conduct semifinalist interviews at an off-campus location.
 - FD. Reference and Background Checks:** These checks will be conducted by the search consultant ~~and members of the search committee~~, with the assistance of others as may be appropriate.
 - GE. Determination of Finalists:** The search committee will select up to five finalists.
 - HF. 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 solicit and summarize campus and community reactions to the finalist candidates.
 - IG. Recommendation by Search Committee:** The search committee will forward to the Board of Trustees an unranked list of up to five individuals who, in the committee's judgment, are well qualified to serve as president.
 - JH. 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.
 - ~~**K. Ratification by the Florida Board of Governors**~~
 - LJ. 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'S 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:

- ~~• Select and retain a search consultant who will assist the search committee throughout the process.~~
- Draft and place advertisements for the position, using the statement of leadership qualities as the basis for advertising.
- Actively solicit nominations and applications from a diverse group of well-qualified persons.
- ~~• Oversee the receipt of and responses to applications and nominations from all sources.~~
- 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.

Attachment B

1.002 Presidential Search and Selection

- (1) Pursuant to a delegation of authority from the Board of Governors, each board of trustees is responsible for conducting a search and selecting a candidate to serve as the president of the institution, subject to confirmation of the candidate by the Board of Governors. To ensure that the search process is transparent, robust, and designed to attract highly qualified individuals, each university board of trustees must conduct the search process in accordance with the following criteria:
 - (a) The Chair of the board of trustees, in consultation with the Chair of the Board of Governors, shall appoint the members of a search committee comprised of no more than 15 members, one of whom must be a member of the Board of Governors and at least three of whom are members of the board of trustees. Committee members selected to serve on the search committee should consist of individuals from the institution's faculty, the student body, the institution's foundation board, and, if applicable, the institution's financing corporation board. However, none of the individuals selected to serve on the search committee should hold positions that report directly to the president. In addition, the Chair of the board of trustees should consider appointing alumni, donors, and/or members from the community where the institution is located to serve on the search committee. The Chair of the board of trustees will appoint a trustee member of the search committee to serve as chair of the committee.
 - (b) After the search committee is formed, the board of trustees or its designee:
 - i. shall obtain an executive compensation analysis that encompasses all components (salary, benefits, bonuses, and all other forms of remuneration) and that takes into consideration compensation paid to the current president, presidents of peer institutions, as well as other relevant factors (such as market trends, the available qualified pool and relevant competition for candidates), from which the search committee will establish a range of compensation that will be submitted to the board of trustees for approval and use by the board of trustees or its designee in negotiating the employment contract with the final candidate;
 - ii. may retain the services of an executive search firm/consultant, subject to a competitive procurement process or use of a competitively procured, pre-qualified list, if total compensation will exceed the threshold established in Board Regulation 18.001; and any search firm/consultant that is retained should be familiar, or demonstrate its ability to become familiar, with Florida's Sunshine laws in chapters 119 and 286, Florida Statutes, as applicable to executive searches; and
 - iii. shall provide a charge to the search committee that outlines the scope of the search, the estimated timeline for the search, and the committee's responsibilities.
 - (c) The search committee, assisted by the executive search firm/consultant (if retained), will be responsible for:
 - i. oversight of a webpage on the institution's website that includes a link to the home page for meetings of the search committee (notices, agendas and materials), updated lists of persons who have submitted applications, and information on the means of providing stakeholder input, which shall be maintained for purposes of transparency;
 - ii. establishing a calendar of public events for the process as they are planned that takes into account the need to align the timing of the selection process with the

- estimated timeline specified by the board of trustees to the extent feasible, and meeting dates of the board of trustees, and of the Board of Governors for purposes of the confirmation process;
- iii. developing recommended position criteria that are consistent with the institution's mission, strategic plan and aspirational goals, which shall be approved by the board of trustees;
 - iv. approving a marketing plan, that will be submitted to the board of trustees;
 - v. identifying individuals who may apply, be nominated, or recruited, taking into consideration their experience, qualifications and leadership capabilities under the position criteria to produce a pool of qualified applicants;
 - vi. vetting applicants by, at a minimum, ensuring that available public records and online resources are checked in order to narrow the pool of qualified applicants who will be invited to participate in interviews with the search committee and that the references of candidates to be referred to the board of trustees are thoroughly checked;
 - vii. determining, under the position criteria, the applicants to be interviewed by the search committee and conducting those first applicant interviews; and
 - viii. recommending an unranked list of applicants who are qualified under the position criteria to further the institution's mission, goals and priorities for on-campus meetings or forums with faculty, students, and other stakeholders and for consideration and on-campus interviews by the board of trustees. The search committee is required to submit more than two qualified applicants to the board of trustees for consideration, other than in exceptional circumstances making fulfillment of this requirement infeasible. If more than one candidate is not coming forward, the board of trustees must be notified of the reason and may decline to act.
- (d) The board of trustees or its designee, with the assistance of the executive search firm/consultant (if retained), shall then be responsible for:
- i. ensuring that at least a preliminary criminal, financial, education and professional background check is conducted for the candidates who are recommended by the search committee to interview with the board of trustees; ensuring that additional screening of those candidates is conducted by contacting other persons or entities that can provide additional information relevant to the position criteria on the candidate's job performance in his or her current and past positions, an assessment of the candidate's leadership capabilities and management style, ability to work with various stakeholders, and expected effectiveness as an advocate for the institution and the State University System; and ensuring that a background check of the president-elect is finalized prior to recommendation of the president-elect to the Board of Governors for confirmation;
 - ii. selecting final candidates for on-campus meetings with faculty, students, the board of trustees, and other stakeholders;
 - iii. selecting a final qualified candidate under the position criteria as president-elect for recommendation to the Board of Governors for confirmation;
 - iv. drafting an employment contract or a detailed term sheet covering the financial and key performance terms, to be reviewed by the Board of Governors general counsel prior to execution for compliance with state law, that is consistent with the compensation range approved by the board of trustees, and that is contingent upon

- confirmation of the candidate by the Board of Governors (with any term sheet being followed by such a contract); and
- v. submitting a written description of the selection process and criteria, the president-elect's qualifications, and a summary of the material employment contract terms to the Board of Governors for consideration in the confirmation process. The president-elect is not eligible to commence employment with the institution prior to confirmation by the Board of Governors and execution of the employment contract required under subparagraph (1)(d)(iv) with a copy provided to the Board of Governors.
- (2) The Chancellor shall brief the president-elect in preparation for the meeting at which the candidate shall be presented to the Board of Governors for confirmation.
- (3) The president-elect shall personally appear before the Board of Governors at a scheduled meeting for an interview as part of the confirmation process. The Chair of the board of trustees, or designee, will describe the search process and introduce the president-elect to the Board. The president-elect should be prepared to respond to questions related to the institution's mission under its strategic plan, general awareness of institutional and system metrics, and any priorities established by the Board of Governors for the institution. As provided in Board of Governors Regulation 1.001(5)(c), a two-thirds vote of the Board of Governors shall be required to deny confirmation of a candidate selected by a board of trustees.

Authority: Section 7(d), art. IX, Fla. Const.; History: New 06-23-16.

ITEM: NG-2

**University of Central Florida
BOARD OF TRUSTEES**

**SUBJECT: Board Policy on Request for and Release of Direct Support
Organization Records**

DATE: January 27, 2017

PROPOSED BOARD ACTION

Adopt a board policy to addressing the release of direct support organization records.

BACKGROUND INFORMATION

Section 1004.28 of the Florida Statutes, which governs university direct support organizations (DSO), provides that records of the DSO are confidential and exempt from s. 119.07(1). By law, confidential records cannot be produced pursuant to a public records request. However, Section 1004.28 authorizes the Board of Trustees to obtain certain otherwise confidential direct support organization records and produce them pursuant to public records requests. Records obtained by the Board of Trustees in the performance of university business may be released to the public. The purpose of this board policy is to identify categories of documents that the board is willing to request for purposes of releasing to the public. Categories include contracts that have no remaining obligations and do not contain a confidentiality provision, accounting and financial records relating to DSO funds, and employment contracts and salary information.

Supporting documentation: Attachment A: UCF Board of Trustees Policy Request for and Release of Direct Support Organization Records

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

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

Attachment A

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES POLICY

Request for and Release of Direct Support Organization Records

This Board policy applies to the release of documents of a direct support organization pursuant to a public records request.

The University President or his designee will be responsible for the implementation of this Board policy.

POLICY STATEMENT

Section 1004.28 of the Florida Statutes, which governs university direct support organizations, provides as follows:

All records of the organization other than the auditor's report, management letter, and any supplemental data requested by the Board of Governors, the University Board of Trustees, the Auditor General, and the Office of Program Policy Analysis and Government Accountability shall be confidential and exempt from s. 119.07(1).

Because the records of a direct support organization are both confidential and exempt, the organization cannot voluntarily release those records to the public. However, the University Board of Trustees may request supplemental data from a direct support organization. Any such data in the possession of the University would constitute a public record subject to any exemptions provided by Florida Statutes.

The Board of Trustees desires to establish a policy pursuant to which certain categories of direct support organization records will be requested by the University for production pursuant to a public records requests. Additional records may be requested upon further action of the Board or its designee.

DEFINITIONS

Direct Support Organization Records. All records sent or received by the organization in connection with the transaction of DSO business.

Public Direct Support Organization Records. All Direct Support Organization records obtained by the University pursuant to this policy for the purposes making available to the public.

PROCEDURES:

The Board of Trustees delegates to the President or his designee the authority to request, on behalf of the Board of Trustees, the following Public Direct Support Records from UCF direct support organizations:

1. Contracts that have no remaining or outstanding obligations and do not contain a confidentiality provision.
2. Accounting and financial records relating to the receipt, expenditure and investment of DSO funds.
3. Employment contracts and salary information.

Direct support Organization Records held by a University employee, while acting on the behalf of the direct support organization, will remain confidential and exempt.

All third party proprietary information, as well as donor information, will be removed from Direct Support Organization Records prior to delivery to the University.

All Public Direct Support Organization Records will be reviewed by the General Counsel's office for statutory exemptions prior to release to the public.

INITIATING AUTHORITY

UCF Board of Trustees

History: New 3-2017.

Authority: BOG Regulation 1.001

ITEM: NG-3

**University of Central Florida
BOARD OF TRUSTEES**

**SUBJECT: Kareem Abdul-Jabbar
Honorary Doctor of Public Service degree**

DATE: March 16, 2017

PROPOSED COMMITTEE ACTION

Approval of an Honorary Doctor of Public Service degree for Kareem Abdul-Jabbar.

BACKGROUND INFORMATION

See attached.

Supporting documentation: Letter of Nomination

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

Submitted by: John C. Hitt, President



Office of the Dean

January 25, 2017

President John C. Hitt
University of Central Florida

Dear President Hitt:

The Commencements, Convocations, and Recognitions Committee reviewed the nomination of Mr. Kareem Abdul-Jabbar to receive an honorary doctoral degree in Public Service. It is the unanimous consensus of the committee that Mr. Abdul-Jabbar merits this recognition. Mr. Abdul-Jabbar is a highly recognized sports legend and a renowned social justice activist. The Commencements, Convocations, and Recognitions Committee appreciatively approve the request. It is the committee's pleasure to recommend that Mr. Kareem Abdul-Jabbar be awarded the honorary Doctor of Public Service.

Respectfully,

A handwritten signature in black ink, appearing to read "Foard F. Jones".

Dr. Foard F. Jones
Chair, Commencements, Convocations, and Recognitions Committee

cc: Dr. Dale Whitaker, Provost and Vice President for Academic Affairs
Dr. Rick Schell, Vice President and Chief of Staff

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An Equal Opportunity and Affirmative Action Institution

ITEM: INFO-2

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: UCF Trustee Self-assessment

DATE: March 16, 2017

PROPOSED BOARD ACTION:

Information.

BACKGROUND INFORMATION:

The board shall oversee and participate in an annual evaluation of the performance of the board, board committees, and board members.

Supporting documentation: Attachment A: UCF Trustee Self-assessment form
Attachment B: Attendance and Participation Dashboard
2016 form

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

Submitted by: Marcos Marchena, Chairman

UCF Trustee Self-Assessment

Name: _____

	Above Average	Average	Needs Improvement
• Communicates with internal and external stakeholders on UCF priorities			
• Publically supports the priorities of the university (Strategic Plan)			
• Actively supports key advocacy efforts for the university			
• Demonstrates engagement in UCF activities*			
• Serves as a role model for UCF core values**			
• Attends board meetings, including workshops and retreats			
• Participates in board meetings			
• Attends committee meetings			
• Participates in committee meetings			
• Attends commencement and other landmark university events			
• Supports the recruitment of targeted scholars			
• Mentors new board members			
• Contributes at the minimum level recommended for a board member			
• Participates in solicitation of principal donors			
• Hosts cultivation and solicitation events			

*Alumni Association membership, athletic season tickets, affinity products, mentor or provide internships to students, recruit and hire UCF graduates, and other activities

**Integrity, scholarship, community, creativity, and excellence are the core values that guide our conduct, performance, and decisions.

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
Attendance and Participation Dashboard
2016**

NAME: _____

BOARD MEETING ATTENDANCE:

1/7/16 Teleconference	1/28/16	2/24/16 Teleconference	3/24/16	6/31/16	7/28/16	9/15/16	11/17/16

TOTAL

Percent of overall board attendance: _____

RETREAT/ WORKSHOP ATTENDANCE:

COMMENCEMENT:

Spring 2016 (5/5/16)	
Spring 2016 (5/6/16)	
Spring 2016 (5/7/16)	
Summer 2016 (8/6/16)	
Fall 2016 (12/16/16)	
Fall 2016 (12/17/16)	

COMMITTEE ATTENDANCE:

Advancement Committee:

1/28/16	3/24/16					TOTAL

Audit, Operations Review, Compliance, and Ethics Committee:

2/24/16		TOTAL

Compensation and Labor Committee Ad Hoc:

1/7/16	3/24/16				TOTAL

Educational Programs Committee:

1/28/16	3/24/16					TOTAL

Finance and Facilities Committee:

1/28/16	3/2/16	4/29/16	5/26/16	6/31/16	8/24/16	10/12/16	12/7/16

TOTAL

Nominating and Governance Committee:

3/24/16		TOTAL

Strategic Planning Committee:

3/24/16		TOTAL

PLEASE LIST OTHER UCF MEETING AND/OR EVENT ATTENDANCE:
