



UNIVERSITY OF CENTRAL FLORIDA

Office of the President

**REVISED**

University of Central Florida  
Board of Trustees Meeting  
July 20, 2017  
Live Oak Center  
Agenda  
8:00 a.m. – 4:00 p.m.  
Lunch 12:00 p.m.  
800-442-5794, passcode, 463796

COMMITTEE MEETINGS

8:00 – 9:00 a.m.	Compensation and Labor, John Sprouls, Chair
9:00 – 10:00 a.m.	Educational Programs, Robert Garvy, Chair
10:00 – 10:45 a.m.	Nominating and Governance, William Yeargin, Chair
10:45 – 11:30 a.m.	Finance and Facilities, Alex Martins, Chair
11:30 a.m. – 12:00 p.m.	Strategic Planning, 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. | <a href="#">Minutes of May 18, 2017, and June 23, 2017, meetings</a> | Chairman Marchena  |
| 5. | Remarks and introductions  | John C. Hitt, President  |
| 6. | Reports  |  |
|    | <b>INFO-1</b> Information  | Public Records and Sunshine Law Update (Scott Cole, Vice President and General Counsel)  |
| 7. | Advancement Committee report   | Chair Brown  |
|    | <b>INFO-2</b> Information  | Update (Dan Holsenbeck, Senior Vice President for University Relations, and Mike Morsberger, Vice President for Advancement and CEO, UCF Foundation) |

8. Compensation and Labor Committee Chair Sprouls report
9. Educational Programs Committee report  
Chair Garvy
10. Finance and Facilities Committee report  
Chair Martins
  - FF-1** Approval Campus Bookstore Contract (William Merck II, Vice President for Administration and Finance and CFO)
  - FF-2** Approval Release of Unrestricted UCF Stadium Corporation Revenues (Merck)
  - FF-3** Approval 2017-18 Direct Support Organizations' Budgets (Merck)
  - FF-4** Approval Five-year Capital Improvement Plan (Merck)
  - FF-5** Approval Finance and Facilities Committee Charter Review (Martins)
  - FF-6** Approval 2017-18 Updated University Operating Budget (Merck)
  - FF-7** Approval Refinancing of UCF Finance Corporation Series 2007 Bonds (Merck)
  - FF-8** Approval Campus Concessions Food Services Management Agreement (Merck)
  - FF-9** Approval Amendment to Sublease Agreement between UCF and Pegasus Hotel LLC (Merck)
  - FF-10** Approval Financing of Solar Farm (Merck)
  - FF-11** Approval Baseball Stadium Expansion (Merck)
  - FF-12** Approval Amendment to the Revised and Restated Development Agreement with Osceola County Including Appendix B Lease Agreement (Merck)
11. Nominating and Governance Committee report  
Chair Yeargin
  - NG-1** Approval Chair and Vice Chair Elections, UCF Board of Trustees (Cole)
12. Strategic Planning Committee report  
Chair Brown

13.	Consent Agenda	Chairman Marchena
	<b>CL-1</b>	Approval Amendments to University Regulations UCF-3.035 University Closings Due to Emergency Conditions, and UCF-3.040 Benefits and Hours of Work (Sprouls)
	<b>CL-2</b>	Approval Performance Unit Plan Incentive Measures and Goals (Sprouls)
	<b>EP-1</b>	Approval Conferral of Degrees (A. Dale Whittaker, Provost and Executive Vice President)
	<b>EP-2</b>	Approval New Degree Program Master of Athletic Training (Whittaker)
	<b>EP-3</b>	Approval 2017-18 Tenure with Hire (Whittaker)
	<b>EP-4</b>	Approval Performance-based Funding-Metric 10 Selection (Whittaker)
	<b>EP-5</b>	Approval Amendment to Chapter 5 University Regulations <ul style="list-style-type: none"> <li>• UCF-5.006 (Student Rights and Responsibilities)</li> <li>• UCF-5.007 (Office of Student Conduct; Scope; Definitions; Student Conduct Records; Special Student Panels)</li> <li>• UCF-5.008 (Rules of Conduct)</li> <li>• UCF-5.009 (Student Conduct Review Process; Sanctions)</li> <li>• UCF-5.010 (Student Conduct Appeals)</li> <li>• UCF-5.011 (Scope; Authority; Principles of Group Responsibility; Violations of Law and Rule of Conduct Violations; Definitions; Student Organizational Conduct Records)</li> <li>• UCF-5.012 (Organizational Rules of Conduct)</li> <li>• UCF-5.013 (Organizational Conduct Review Process; Sanctions; Appeals)</li> <li>• UCF-5.015 (Student Academic Behavior Standards)</li> <li>• UCF-5.016 (Student Academic Appeals)</li> <li>• UCF-5.017 (Appeals of Graduate Program Actions or Decisions) (Cole)</li> </ul>
	<b>EP-6</b>	Approval UCF 2017 Textbook and Instructional Materials Affordability Annual Report (Whittaker)
	<b>FF-13</b>	Approval 2017-18 College of Medicine Faculty Practice Plan Budget (Merck and Deborah German, Vice President for Medical Affairs)

- |     |                               |             |   |
|-----|-------------------------------|-------------|---|
|     | <b>FF-14</b>                  | Approval    | 2017-18 College of Medicine Self-insurance Program Budget (Merck and German)        |
|     | <b>FF-15</b>                  | Approval    | Amendments to University Regulation UCF-4.0293 Use of University Facilities (Merck) |
|     | <b>NG-2</b>                   | Approval    | Honorary Doctor of Public Service Degree for Leonard Williams (Schell)              |
| 14. | New business                  |             | Chairman Marchena   |
|     | <b>INFO-3</b>                 | Information | Board Committee and Direct Support Organization Assignments (Marchena)              |
| 15. | Announcements and adjournment |             | Chairman Marchena   |

Upcoming meetings and event

Commencement	August 5, 2017 (CFE Arena)
UCF Football Kickoff Luncheon	August 18, 2017 (CFE Arena)
Board of Governors meeting	August 30-31, 2017 (University of Florida)
Board of Trustees teleconference meeting	September 27, 2017 (President's Boardroom)
Board of Governors committee meetings	October 3, 2017 (Florida Gulf Coast University)
Board of Trustees meeting	October 26, 2017 (FAIRWINDS Alumni Center)
Board of Trustees retreat	October 27, 2017 (FAIRWINDS Alumni Center)
Board of Governors meeting	November 8-9, 2017 (FAIRWINDS Alumni Center)

**Minutes  
Board of Trustees Meeting  
University of Central Florida  
May 18, 2017**

Chairman Marcos Marchena called the meeting of the Board of Trustees to order at 1:15 p.m. in the *FAIRWINDS* Alumni Center on the UCF Orlando campus.

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 asked Rick Schell, Associate Corporate Secretary, to call the roll. Schell determined that a quorum was present.

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

**PUBLIC COMMENT**

Zubir Hussein, UCF alumnus; Grayson Lonza, UCF alumnus; Scott Launier, member of the United Faculty of Florida; John Walker, professor and member of the United Faculty of Florida; Juan Valez, custodial staff member (spoke in Spanish); Miyeolad Perez (spoke in Spanish); Daniela Saczde (translated custodial staff members' Spanish letter submitted to the Board of Trustees); and Youanna Pineda, professor and member of the of the United Faculty of Florida, addressed the board on behalf of the custodial workers regarding their work being handled by an outside vendor.

Mario Osborn, a computer engineering student, advocated for the maintenance of Lynda.com.

**MINUTES**

Marchena called for approval of the March 16, 2017, meeting minutes, which were approved.

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

**REMARKS**

Hitt reported that UCF awards more baccalaureate degrees and degrees overall than any other public university in the nation, according to data from the U.S. Department of Education. With six spring commencement ceremonies completed earlier this month, UCF surpassed 16,000 degrees awarded for 2016-17. He noted that the total exceeds UCF's own State University

System of Florida record of 15,675 degrees awarded by a single university in one year, transforming many lives through the power of higher education.

Hitt announced that UCF broke ground on UCF Downtown and that more than 1,000 community members and local and state government leaders joined in the milestone celebration. Hitt thanked Chairman Marchena and the trustees for supporting UCF Downtown.

Hitt announced that on April 14 Prince Mohammad bin Fahd bin Abdulaziz Al Saud received an honorary doctoral degree of public service.

Hitt announced that two trustees were leaving the board. Keith Koons was leaving after his two years of service as chair of the Faculty Senate. Hitt thanked him for his contributions to the university and presented him with a certificate. Hitt also announced that trustee Chris Clemente, who was unable to attend, was leaving the board after his year of service as president of the Student Government Association. Hitt expressed his appreciation for his contributions to the university.

Hitt welcomed and congratulated two new board members, Bill Self, the newly elected chair of the UCF Faculty Senate, and Nicholas Larkins, the newly elected president of the UCF Student Government Association. Hitt presented each with a gold Pegasus pin and welcomed them to the board.

Hitt congratulated the Faculty Senate for 50 years of service to the university. He stated that the strong collegial relationship created over the past five decades has produced a healthy and productive environment that serves everyone well, especially UCF students. Hitt expressed his appreciation for the strong leadership the Senate provides as UCF evolves to greater excellence and service and asked that members who were in the audience to stand for recognition.

Hitt also recognized two former Faculty Senate chairs and board trustees. Reid Oetjen served as a trustee from 2013-15 and Keith Koons served from 2015-17. Hitt expressed his appreciation for their leadership at the university.

Hitt congratulated Trustee Walsh, noting that he was recently named Honorary Consul for Japan in Orlando.

## **INTRODUCTIONS**

Hitt recognized the following members of the UCF community and congratulated them for their accomplishments.

### **A. Students**

Heidi Waite, a Burnett Honors College student and a McNair Scholar, was selected by the University of Oxford for a 2017-18 Frost Scholarship to complete her master's degree in

biodiversity, conservation, and management. The scholarship covers tuition and fees for the one year program, and includes a living stipend.

More than 1,000 UCF students participated in this year's Knight-Thon, UCF's dance marathon, and raised \$1,250,961.21 for the Children's Miracle Network. The total makes Knight-Thon the seventh largest dance marathon in the United States and eclipses its previous fundraising total of \$1.2 million.

Hitt called on Daniel Holsenbeck, Senior Vice President for University Relations, who reported on this year's legislative scholars. Holsenbeck called on Fred Kittinger, Senior Associate Vice President for University Relations, who introduced and thanked the following legislative scholars for their service: Sara Lynn Ard, Austin Bott, Ashley Danos, Slade Downs, Kierra Jackson, Nicole Kennedy, James Kernek, Nicole Reyes-Palma, Abby Salter, Aleeza Shah, Blake Summerlin, Darrel Thompson, Jonathan Turnquest, and Robert Vogan. Jonathon Connelly, Christopher Kiernan, and Katrina Marino, who were unable to attend, were also acknowledged.

#### B. Faculty-2017 Pegasus Professors

The Pegasus Professor Award is UCF's most prestigious faculty honor, recognizing extraordinary contributions to the UCF community through teaching, research, and service. This year, five members were named Pegasus Professors.

Pegasus Professors are chosen from senior members of the faculty who have been a professor for at least five years and have achieved noteworthy teaching, research and creative activity, and service of national and international impact. Each is presented with a \$5,000 stipend and a \$5,000 research grant. Hitt recognized and congratulated the recipients.

Robert Folger, a distinguished alumni endowed professor in Business Ethics in the College of Business Administration, has helped bring international awareness of UCF through his research and through conferences that focus on the study of management. He has garnered nearly \$90,000 in grants. Folger has been at UCF since 2003.

Jana Jasinski, a professor of sociology, is known worldwide for her research on violence against women and intimate-partner violence. Jasinski has been at UCF since 1999.

Jayanta Kapat, a faculty member at UCF since 1997, is a professor in the mechanical and aerospace department of the College of Engineering and Computer Science. He has garnered more than \$14 million in research grants.

Alain Kassab, a UCF faculty member since 1991, has helped bring international recognition to UCF through research, collaborations, and enhancement of the mechanical and aerospace engineering curriculum.

### C. 2017 Reach for the Stars Professors

Reach for the Stars awards are given each year to junior faculty members who have achieved noteworthy research or creative activities of national impact. The Reach for the Stars winners receive a \$10,000 annual research grant for three years. Hitt recognized and congratulated the recipients.

Sejal Barden, an assistant professor in the Counselor Education Program in the College of Education and Human Performance's Department of Child, Family, and Community Sciences, came to UCF in 2011. Barden is the principal investigator for Project Harmony, which gauges the effectiveness of relationship counseling among a predominantly low-income, Hispanic population.

Mingjie Lin, who came to UCF in 2011, is an assistant professor in the Department of Electrical and Computer Engineering within the College of Engineering and Computer Science. Lin received a 2016 National Science Foundation CAREER award and has been awarded six other grants totaling \$1.1 million.

Kate Mansfield, an assistant professor in the Department of Biology in the College of Sciences, came to UCF in 2013. Mansfield's research, teaching, and scientific advisory service focus on sea turtle biology, ecology, and conservation. She is a vocal advocate for the STEM fields, conservation, and women in science.

Shadab Siddiqi, is an associate professor in the Burnett School of Biomedical Sciences in the College of Medicine. Siddiqi came to UCF in 2009. Siddiqi's research focuses on identifying novel therapeutic targets for controlling LDL-cholesterol levels that cause cardiovascular disease.

### D. Center for Distributed Learning

University of Central Florida faculty were recognized for excellence in online education, receiving two national awards from the United States Distance Learning Association. Thomas Cavanagh, associate vice president of UCF's Center for Distributed Learning, received the Outstanding Leadership Award. Three of his team members, Charles Dziuban, Patsy Moskal, and Jeffrey Cassisi, received the Quality Research Paper Award.

### E. Employee of the Month

The Employee of the Month for April was Gary Burkhart, a custodial worker in UCF Housekeeping in Facilities Operations for the past three years.

Marchena advised the board members that *Florida Trend* magazine features an article about President Hitt and UCF.

## **REPORTS**

Marchena called on A. Dale Whittaker, Provost and Executive Vice President, who shared a video on UCF. Whittaker then introduced Lisa Jones, Associate Provost for Strategy and Special Assistant to the President, who reported on the progress made to institutionalize UCF's strategic plan.

- INFO-1 UCF Collective Impact Institutionalization Update

Marchena stated that due to the shortness of time, the following informational report prepared by Grant Heston, Vice President for Communications and Marketing, would be heard at a future meeting.

- INFO-2 UCF Brand

## **ADVANCEMENT COMMITTEE REPORT**

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

- Michael Morsberger, Vice President for Alumni Relations and Development and CEO of the UCF Foundation, reported on campaign progress with two years left to reach the \$500 million campaign goal.
- Grant Heston, Vice President for Communications and Marketing, shared pictures and highlights from the ground breaking for Downtown UCF. He reported that the event generated more than 10 million impressions on social media channels. He also reported that in national Nielsen TV ratings of the top TV markets, WUCF ranked number one in several time slots.
- Daniel Holsenbeck, Senior Vice President for University Relations, reviewed the state budget and Conforming Bill 374.

## **AUDIT AND COMPLIANCE COMMITTEE REPORT**

Beverly Seay, Chair of the Audit and Compliance Committee, reported the highlights of the committee meeting held on April 12, 2017.

- Robert Taft, Chief Audit Executive, provided an overview of University Audit's recent accomplishments and initiatives that included the development of new university policies. He noted the department's work with an external consulting firm to review how Microsoft Active Directory is being used by UCF for IT network design and identity management. Taft walked through a SWOT analysis of the department and provided an update on the annual audit plan. He discussed the upcoming implementation of third-party audit management software scheduled to go live in July 2017, and he provided information on proposed changes to the department's audit methodology, including the use of standard organizational objectives to develop audit scopes and report audit results.

- Rhonda L. Bishop, Chief Compliance and Ethics Officer, and Youndy Cook, Deputy General Counsel, provided an overview of changes to UCF Regulation 3.018 Conflict of Interest or Commitment; Outside Activity or Employment and the revised regulation. Bishop provided an update of the 2016-17 Work Plan Status of Projects.

### **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 stated that two items on the consent agenda were discussed: CLC-1—the Eighth Amended and Restated Employment Agreement for President John C. Hitt, and CLC-2—clarification of the Amendment to University Regulation UCF-3.0032 Additional Compensation for UCF Employees. In the discussion surrounding the approval of CLC-2, the committee requested a report on this matter at the next committee meeting to better understand the specific situations that give rise to the application of UCF-3.0032, the number of university employees who are affected, the amounts involved, along with an overview of faculty work overloads.
- William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, provided an informational report regarding the impact of the Department of Labor’s proposed changes to the Fair Labor Standards Act. Merck reported on the job reclassification project that is in process with Human Resources. The board requested a report on this reclassification effort when it is completed.

### **EDUCATIONAL PROGRAMS COMMITTEE REPORT**

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

- Garvy noted the introduction of two new members of the committee, Nicholas Larkins and William Self.
- Whittaker provided information on time-to-degree and four-year graduation rates and an update on the “Think 30” campaign.
- Whittaker provided an informational report on higher education and Florida’s future and responded to Governor Scott’s April letter on Higher Education and Florida’s Future.
- Cynthia Young, Vice Provost for Faculty Excellence, reported on the UCF tenure process and tenure with hire.
- M. Paige Borden, Associate Provost for Academic Program Quality and Associate Vice President for Institutional Knowledge Management, reported on the University Work Plan.
- Maribeth Ehasz, Vice President for Student Development and Enrollment Services, gave a presentation on Governor Scott’s Ready, Set, Work University Challenge issued in December 2015, that highlighted UCF’s progress and opportunities in meeting this challenge.
- Whittaker introduced Candice Bridge, an assistant professor in the Department of Chemistry and the UCF National Center for Forensic. Bridge studied chemistry at

Howard University and completed her doctoral and post-doctoral research in analytical chemistry focusing on forensic science at UCF. She provided an overview of her research in new forensic techniques to aid criminal investigations.

## **FINANCE AND FACILITIES COMMITTEE REPORT**

Alex Martins, Chair of the Finance and Facilities Committee, reported highlights from the committee meetings held on April 19, 2017; May 16, 2017; and earlier today.

- Youndy Cook, Deputy General Counsel, reported on the revisions to University Regulation UCF-6.007 Traffic and Parking Regulation and Enforcement and University Regulation UCF-6.008 Vehicle Registration Fees; Parking Violation Fines.
- William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, and David Hansen, Executive Associate Athletics Director and Chief Operating Officer, requested approval of a minor amendment to the University of Central Florida 2015-25 Campus Master Plan to set aside three acres of currently undeveloped land in the northeast sector of campus south of the softball field for a temporary grassed parking lot called “Temporary Grass Parking Lot” and a 12-acre future “Golf Range and Short Game Facility.”
- Martins reported that Merck and he presented revisions to the committee for the Finance and Facilities charter. Regulations implemented by the Board of Trustees in January 2011 directed the committee to review its charter every three years. Several changes were recommended by Garvy and Marchena at the May 16, 2017, meeting.
- Merck and John Pittman, Associate Vice President for Administration and Finance, Debt Management, reported on the 2016-17 second-quarter financial reports ended December 31, 2016. Pittman provided an informational report on the University and DSO Debt Report.
- Tracy Clark, Associate Provost for Budget, Planning, and Administration and Associate Vice President for Finance, reviewed the University Final Audited Financial Report for 2015-16, and the 2017-18 University Operating Budget for the quarter ended March 31, 2017. Clark reviewed the University Depositories, the banks in which the university deposits its cash assets, as well as the changing of a signatory to university checks.
- Bishop and Peter J. Wallace, Senior Vice President for Hill International, reviewed the assessment that was completed on the UCF Facilities Planning and Construction Department. Marchena requested a follow-up report within six to nine months on the progress be made by the department from Hill International.
- Merck provided an update on the UCF Downtown parking garage. Marchena requested more information about the redesign of the garage and an evaluation of the current RFP before any further decisions are made.
- Martins reported on the Amendments to University Tuition and Fee Regulation UCF-9.001, stating that regulation has three online fees that are being recommended for reduction: the out-of-state non-resident fee, the non-resident financial aid fee, and the total fees for non-resident graduate students. Martins reported that the increase in the fee for repeated courses would be tabled to a future meeting because the university failed to provide the 28-day notice period required by the statute.

- Lee Kernek, Associate Vice President for Administration and Finance, reviewed the 2017-18 Capital Outlay Budget.
- Elizabeth Klonoff, Vice President for Research & Commercialization, reported on equipment fees for 2017-18.
- Danny White, Vice President and Director of Athletics, and Brad Stricklin, Executive Associate Athletics Director and Chief Financial Officer, gave a presentation on the UCFAA line of credit with Fifth Third Bank and requested an increase in the line of credit from \$2 million to \$5 million.
- Martins reported on two proposed building name changes. He stated that the first building name change was for Building 409, which was referred to earlier in the morning in error as Building 401. He noted that the request is to change the name to Alpha Epsilon Phi. Martins indicated that the second building name change was for Building 28, which was incorrectly requested to be changed to the Creative School 2. It should be “Creative School II.”
- Martins reported on the Acquisition of Property for Partnership IV, Part II, noting that the property is located at 12000 Research Parkway and the acquisition supports the government’s modeling and simulation expansion.
- Martins reported on the Amendment to Agreement between UCF and ICAMR stating that this amendment allocates ICAMR’s expenditure of \$5 million in recurring funds to the water authority to construct a treatment facility.
- Martins reported on the Amendment to Florida Advanced Manufacturing Research Center Agreement and Lease, noting that this was approved by the committee to revise the Development Agreement and lease for the Advanced Manufacturing Research Center in Osceola County.

Martins presented the following items for board approval.

- FF-1 Revision to University Regulation UCF-6.007 Traffic and Parking Regulation and Enforcement, and University Regulation UCF-6.008 Vehicle Registration Fees; Parking Violation Fines—A motion passed with twelve for and Trustee Walsh opposed, approving amendments to university regulations UCF-6.007 and UCF-6.008.
- FF-2 Amendments to University Tuition and Fee Regulation UCF-9.001—A motion was unanimously approved for fee revisions for the UCF Online program effective Fall 2017.
- FF-3 2017-18 University Operating Budget—A motion was unanimously approved for the university’s 2017-18 operating budget.
- FF-4 2017-18 Capital Outlay Budget—A motion was unanimously approved by the board for the university’s 2017-18 Capital Outlay Budget and authorizing the president to make adjustments as necessary to the 2017-18 Capital Outlay Budget.
- FF-5 UCFAA Line of Credit Increase—A motion was unanimously approved by the board for the UCF Athletics Association’s request to increase the existing

operating line of credit with Fifth Third Bank from \$2 million to up to \$5 million to assist with cash-flow timing issues.

- FF-6 Amendment to Agreement between UCF and ICAMR—A motion was unanimously approved by the board for the execution of an amendment to the agreement between UCF and ICAMR, to confirm escrow of appropriated funds for potential application to expenses arising from specialized water needs of a research and development center managed by ICAMR.
- FF-7 Amendment to Florida Advanced Manufacturing Research Center Agreement and Lease—A motion was unanimously approved by the board for the amended and restated development agreement and lease for the advanced manufacturing industry center in Osceola County.

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

William Yeargin, Chair of the Nominating and Governance Committee, reported highlights from the committee meeting held on May 9, 2017.

- Yeargin reported that the committee accepted nominations for the positions of board chairman and vice chair, and he advised that the committee will present its recommendations at the July meeting.
- Yeargin stated that the committee is considering the issue of board delegation of responsibility to the president in light of recent recommendations from the Board of Governors. This information will be presented at a future meeting.

### **STRATEGIC PLANNING COMMITTEE REPORT**

Clarence Brown, Chair of the Strategic Planning Committee, indicated that his committee's information was covered by the report given by Jones and Whittaker earlier in the meeting.

### **CONSENT AGENDA**

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

- AUD-1 Amendments to University Regulation UCF-3.018 Conflict of Interest or Commitment; Outside Activity or Employment—Approval of the amendments to university regulation UCF-3.018 Conflict of Interest or Commitment, Outside Activity or Employment
- CL-1 Eighth Amended and Restated Employment Agreement for President John C. Hitt—Approval of the Eighth Amended And Restated Employment Agreement for President Hitt

- CL-2 Amendment to University Regulation UCF-3.0032 Additional Compensation for UCF Employees—Approval of amendments to University of Florida Regulation UCF-3.0032
- EP-1 2017 Tenure Recommendations—Approval of tenure for faculty members
- EP-2 Tenure with Hire—Approval of tenure with hire
- EP-3 2017-18 University Work Plan—Approval of 2017-18 UCF Work Plan
- FF-8 Minor Amendment to the University of Central Florida 2015-25 Campus Master Plan—Approval of a minor amendment to the University of Central Florida 2015-25 Campus Master Plan to set aside three acres of currently undeveloped land in the northeast sector of campus south of the softball field for a temporary grassed parking lot called “Temporary Grass Parking Lot and a 12-acre future Golf Range and Short Game Facility,” the amendment modifying the Urban Design map and the Capital Improvements List
- FF-9 University Depositories—Approval of depositories into which university funds may be deposited, authorizing the president or his designee to transfer funds between depositories, and designate university employees to sign checks for payment of university obligations
- FF-10 Proposed Building Name Changes—Approval of the name changes to two buildings on the main UCF campus: Building 409 is named Alpha Epsilon Phi, and Building 28 is named Creative School II
- FF-11 Acquisition of Property for Partnership IV, Part II—Approval of the Purchase and Sale Agreements and acquisition of the property located at 12000 Research Parkway for the Partnership IV, Part II, to further enhance the government modeling and simulation technology expansion with the acquisition of the property being subject to satisfactory due diligence investigation and approval by the governor’s cabinet

**NEW BUSINESS**

Marchena noted the following informational item.

- INFO-3 Board Committee and Direct Support Organization Assignments

**ANNOUNCEMENTS AND ADJOURNMENT**

Marchena thanked Hitt for agreeing to serve another year as president of UCF and expressed his appreciation for his service.

Marchena noted that he was impressed with the outpouring of support from the overall community for the UCF Downtown ground breaking.

Marchena congratulated UCF's Chief Richard Beary, who is being inducted into the Florida Law Enforcement Officers' Hall of Fame.

Marchena announced that the Trustees Summit will be held at UCF on November 8, 2017.

Trustee Nicholas Larkins thanked everyone for welcoming him and thanked those who helped prepare him for this meeting. Trustee William Self expressed his appreciation for the assistance provided to prepare him for this meeting and noted that he looked forward to working with everyone.

Marchena announced the following upcoming meetings:

Board of Governors meeting	June 20-22, 2017 (University of South Florida)
Board of Trustees meeting	July 20, 2017 (Live Oak Center)

Marchena adjourned the board meeting at 3:29 p.m.

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



**ITEM: INFO-1**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: Public Records and Sunshine Law Update**

**DATE: July 20, 2017**

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**PROPOSED BOARD ACTION**

Information only.

**BACKGROUND INFORMATION**

Chapter 119 of the Florida Statutes, known as the Public Records Law, and Chapter 286 of the Florida Statutes, known as the Sunshine Law, guarantee the public's right to access records made or received by any public agency in the course of its official business and the right to access most meetings of boards, commissions, and other governing bodies of state and local government agencies. The obligations of board members in respect to both of these laws will be discussed.

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**Supporting documentation:** None

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

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

**ITEM: INFO-2**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Update

**DATE:** July 20, 2017

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For presentation at meeting.

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**Supporting documentation:** Attachment A: Fiscal year 2016-2017 review and IGNITE Campaign Update

**Prepared by:** UCF Advancement

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

# Fiscal Year 2016-2017 Review and IGNITE Campaign Update

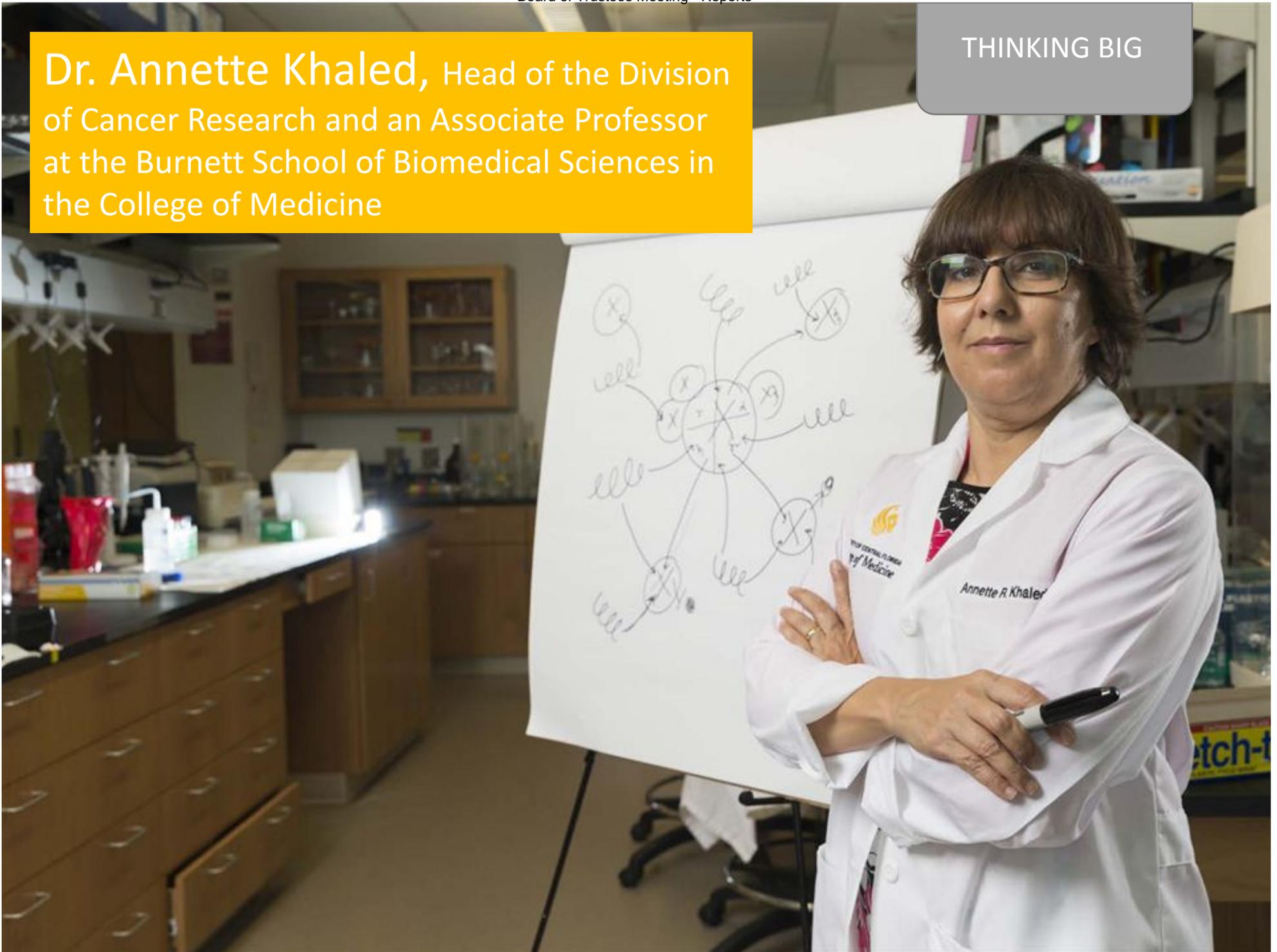
Mike Morsberger, Vice President for Advancement  
and CEO, UCF Foundation

# Thinking Big



THINKING BIG

Dr. Annette Khaled, Head of the Division of Cancer Research and an Associate Professor at the Burnett School of Biomedical Sciences in the College of Medicine



THINKING BIG

Dr. Deborah Beidel, Pegasus Professor of Psychology and Medical Education and Director of UCF RESTORES



# A New Era of Donor: The Donor Investor

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# The Donor Investor: Harris Rosen

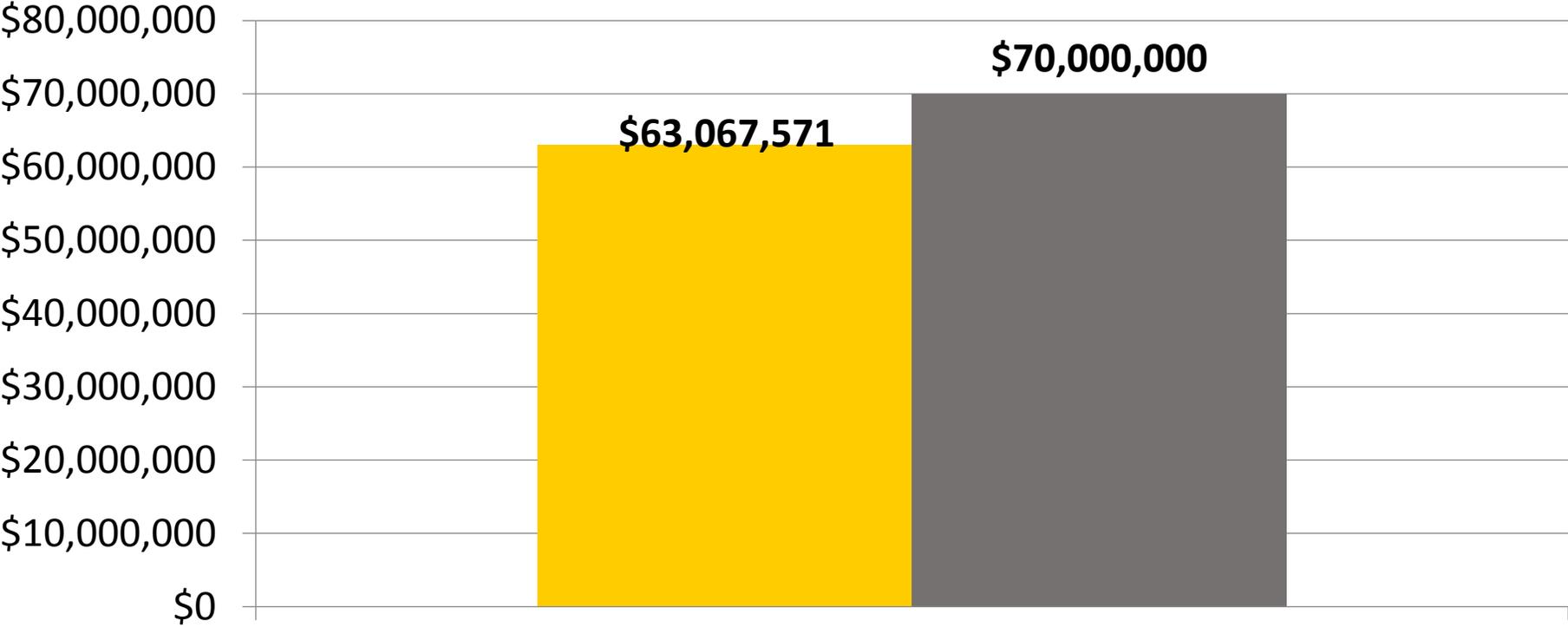
THINKING BIG



# Campaign Metrics

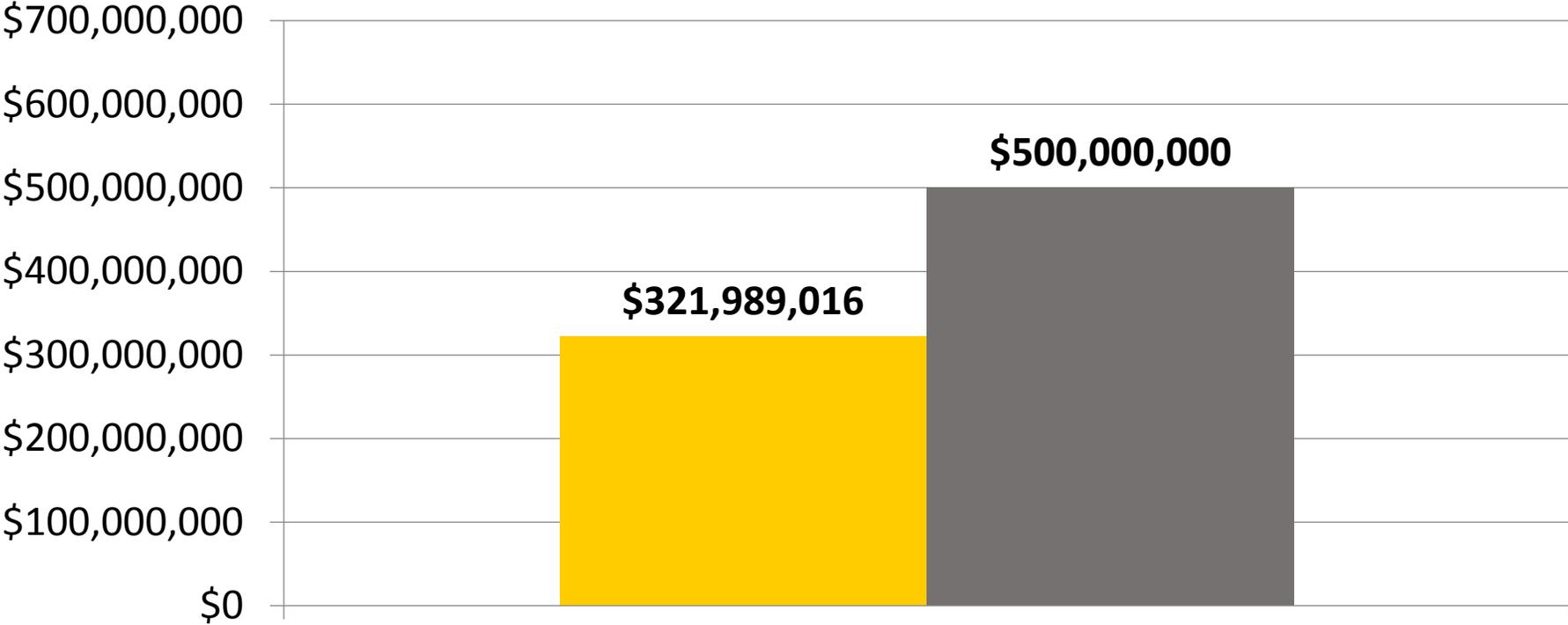
CAMPAIGN METRICS

# Fiscal Year Production to Goal as of June 30, 2017



CAMPAIGN METRICS

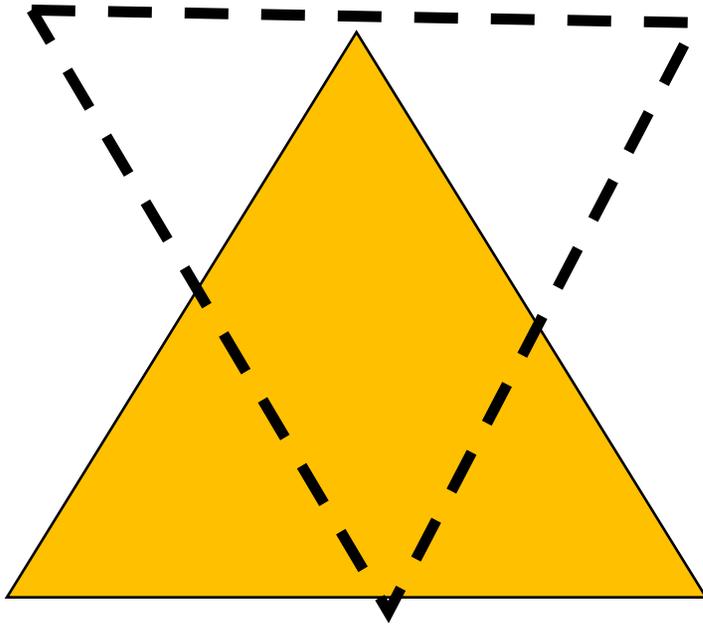
# Campaign Production to Goal as of June 30, 2017



# Scale of Gifts Chart

Average Gift Size	Number of Validated Suspects Needed	Number of Qualified Prospects Needed	Number of Gifts Needed
\$50,000,000	9	3	1
\$25,000,000	18	6	2
\$10,000,000	45	15	5
\$5,000,000	90	30	10
\$2,500,000	180	60	20
<b>\$1,000,000</b>	<b>450</b>	<b>150</b>	<b>50</b>
<b>\$500,000</b>	<b>900</b>	<b>300</b>	<b>100</b>
<b>\$250,000</b>	<b>1,800</b>	<b>600</b>	<b>200</b>
<b>\$100,000</b>	<b>2,700</b>	<b>900</b>	<b>300</b>
\$50,000	3,600	1,200	400
\$25,000	5,400	1,800	600
<\$25,000	Many	Many	Many

# The Hershey Kiss Effect



Traditional campaign prospect base



UCF prospect base

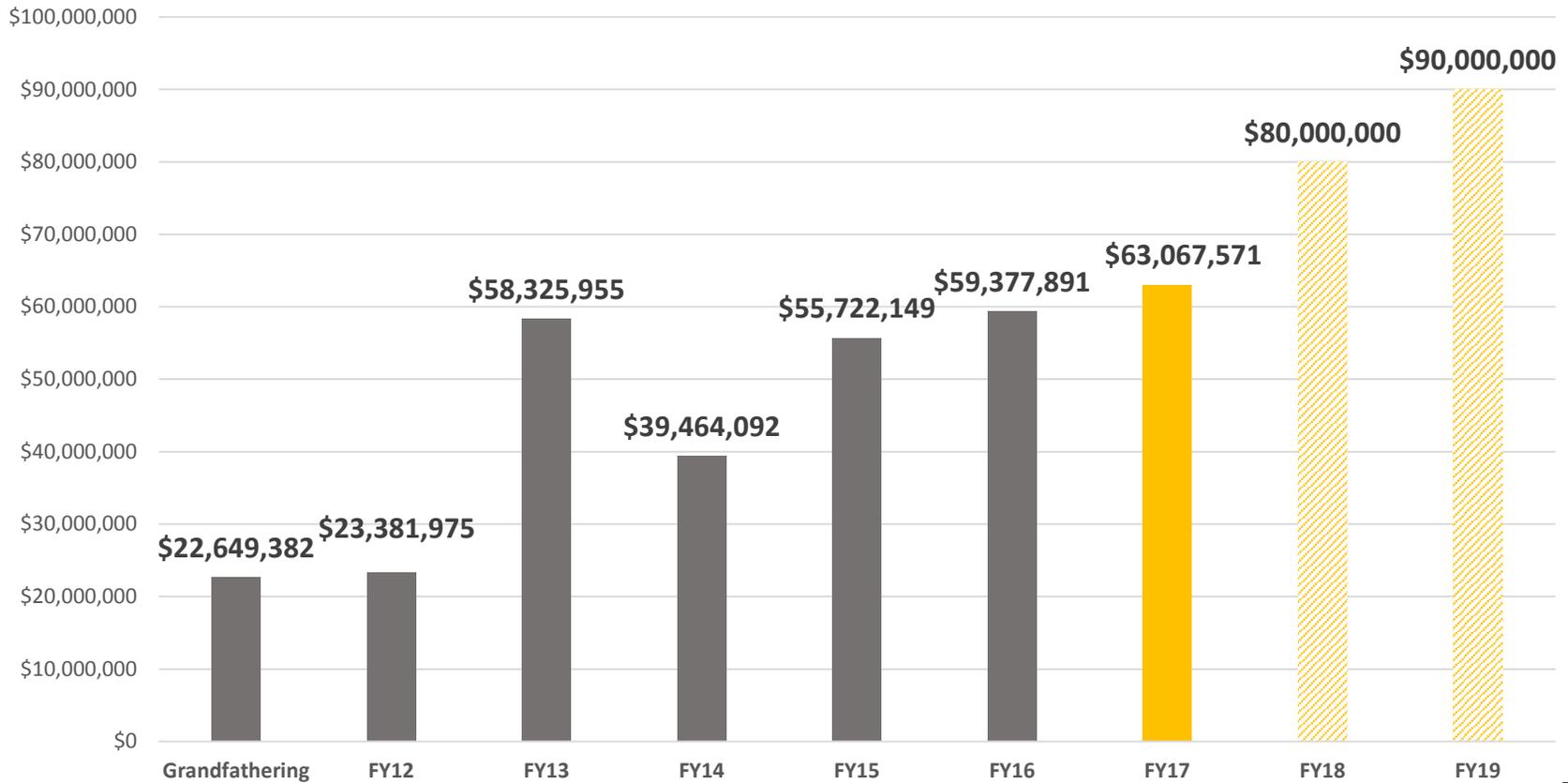
# Performance Indicators

PERFORMANCE INDICATORS

1

# Raise \$70 million to continue campaign momentum in FY17

### Total Campaign Attainment by Fiscal Year



2

## Campaign Launch



3

Recruit and retain advancement team knowledgeable of best practices and committed to the forward progress of UCF

---



# Advancement



4

Continue to build a culture of service and philanthropy by building our pipeline

### UCF Class Gift Campaign



4

Continue to build a culture of service and philanthropy by building our pipeline

### UCF Faculty and Staff Campaign



5

Reposition operations team while investing in data clean up, upgrade to CRM, additional reporting tools and mandatory stewardship

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**APOLLO**

**Powering a culture of service and philanthropy**

# Partners in Progress



# Help us Achieve Results Where Others Can't



## Initiating Relationships with Top Prospects

- Informing strategy development
- Making initial contact
- Participating in the first meeting



## Deepening and Sustaining Relationships

- Participating in on-going face-to-face interaction
- Informing development office of relevant updates



## Soliciting Large Gifts

- Attending solicitation meetings
- (If appropriate) making gift asks for campaign priorities

Source: Educational Advisory Board. "A Powerful Influence," The Advisory Board Company, Philanthropy Leadership Council, 2014 , p. 34; Advancement Forum interviews and analysis.

**ANYTHING IS POSSIBLE.**



**ITEM: FF-1**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Campus Bookstore Contract

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approve a 10-year bookstore agreement with Barnes and Noble.

**BACKGROUND INFORMATION**

The current bookstore agreement expires October 2017. Stemming from a competitive procurement process (Invitation to Negotiate), a new contract has been negotiated that offers numerous improvements over the current agreement. Those improvements include the flexibility for exploring and adopting new textbook platforms and technology, greater reporting mechanisms for state-mandated textbook requirements, increased emphasis on textbook-cost savings, additional customer service initiatives, increased commissions and capital investment dollars, and termination without cause language.

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**Supporting documentation:** None

**Prepared by:** Curt Sawyer, Associate Vice President for University Services

**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:** Release of Unrestricted UCF Stadium Corporation Revenues

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approve the release of revenues above budgeted obligations from the UCF Stadium Corporation to the UCF Athletics Association for 2017-18.

**BACKGROUND INFORMATION**

The attached 2017-18 budget, approved by the UCF Stadium Corporation's board, reflects projected unrestricted excess revenues of \$4,305,978 to be available for transfer to the UCFAA.

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**Supporting documentation:** Attachment A: UCF Stadium Corporation 2017-18 Budget

**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

## Board of Trustees Meeting - Reports

## Attachment A

UCF Stadium Corporation Football Stadium Pro Forma	Budgeted 2016-17	Projected Actuals 2016-17	Budget 2017-18
<b>Operating Revenues</b>			
Ticket sales	\$ 3,755,869	\$ 2,882,901	\$ 4,037,559
Sponsorships	229,000	229,000	234,000
Concessions	210,000	100,000	150,000
Catering	50,000	50,000	50,000
Revenues from beverage agreement	180,000	180,000	180,000
Merchandise sales	250,000	250,000	250,000
Other revenues	15,000	35,000	30,000
Premium seating - West side	1,600,000	1,627,273	1,842,007
Premium seating - East side	484,067	456,395	-
Naming rights	850,000	850,000	850,000
<b>Total Operating Revenues</b>	<b>7,623,936</b>	<b>6,660,569</b>	<b>7,623,566</b>
<b>Non-Operating Revenue</b>			
<b>Additional funds pledged from UCFAA revenues</b>			
UCFAA Rent	1,671,000	1,671,000	2,121,000
<b>Total additional funds pledged from UCFAA revenues</b>	<b>1,671,000</b>	<b>1,671,000</b>	<b>2,121,000</b>
<b>Additional funds to be used to pay debt</b>			
Fundraising	125,000	125,000	125,000
Signed pledges for leadership center	375,000	375,000	375,000
<b>Total additional funds to be used to pay debt</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>
<b>Total Non-Operating Revenue</b>	<b>2,171,000</b>	<b>2,171,000</b>	<b>2,621,000</b>
<b>Total Sources of Funds</b>	<b>9,794,936</b>	<b>8,831,569</b>	<b>10,244,566</b>
<b>Debt Service</b>			
Tax-exempt bond interest	1,438,319	1,438,319	1,405,919
Tax-exempt bond principal	1,080,000	1,080,000	1,110,000
Taxable bond interest	433,397	433,397	426,669
Taxable bond principal	345,000	345,000	350,000
Leadership center (principal and interest)	342,798	336,324	336,124
Additional principal payment on leadership center	-	280,000	38,876
<b>Total Debt Service</b>	<b>3,639,514</b>	<b>3,913,039</b>	<b>3,667,588</b>
<b>Net Income Available for Operations and Maintenance</b>	<b>6,155,422</b>	<b>4,918,530</b>	<b>6,576,978</b>
<b>Less: Operating Expenses</b>			
Other	70,000	100,000	50,000
<b>Total Operating Expenses</b>	<b>70,000</b>	<b>100,000</b>	<b>50,000</b>
<b>Net Operating Surplus</b>	<b>6,085,422</b>	<b>4,818,530</b>	<b>6,526,978</b>
<b>Less: Deposit to Reserve Accounts</b>	<b>(250,000)</b>	<b>(250,000)</b>	<b>(100,000)</b>
<b>Less: Return of UCFAA Rent Revenue</b>	<b>(1,671,000)</b>	<b>(1,671,000)</b>	<b>(2,121,000)</b>
<b>Unrestricted Net Cash Flow Available to Transfer to UCFAA</b>	<b>\$ 4,164,422</b>	<b>\$ 2,897,530</b>	<b>\$ 4,305,978</b>
<b>Repair and Replace Expenditures</b>			
Non-recurring maintenance	(37,500)	-	(248,666)
Rust remediation	(250,000)	(140,000)	(110,000)
<b>Total Repair and Replace Expenditures</b>	<b>(287,500)</b>	<b>(140,000)</b>	<b>(358,666)</b>

**ITEM: FF-3**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** 2017-18 Direct Support Organizations' Budgets

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approval of the 2017-18 operating budgets for the following DSOs: UCF Athletics Association, UCF Convocation Corporation, UCF Finance Corporation, UCF Foundation, UCF Limitless Solutions, UCF Research Foundation, and UCF Stadium Corporation.

**BACKGROUND INFORMATION**

The Florida Board of Governors requires the local boards of trustees for the state universities to approve the operating budgets of the universities' DSOs.

Each DSO has approved the attached budget.

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**Supporting documentation:** Attachment A: UCF Athletics Association  
Attachment B: UCF Convocation Corporation  
Attachment C: UCF Finance Corporation  
Attachment D: UCF Foundation  
Attachment E: UCF Limitless Solutions  
Attachment F: UCF Research Foundation  
Attachment G: UCF Stadium Corporation

**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

**UCF Athletics Association  
Annual Budget  
2017-18**

	<b>2017-18 Proposed Budget</b>	<b>2016-17 Approved Budget</b>	<b>Variance</b>		<b>2016-17 Projected Actual</b>	<b>2016-17 Approved Budget</b>	<b>Variance</b>	
<b>Revenues</b>								
Athletic events	\$ 15,292,060	\$ 16,785,420	\$ (1,493,360)	(8.9)%	\$ 15,307,364	\$ 16,785,420	\$ (1,478,056)	(8.8)%
Contributions	4,191,734	2,599,488	1,592,246	61.3 %	3,295,835	2,599,488	696,347	26.8 %
University sources	28,195,872	27,542,469	653,403	2.4 %	28,291,396	27,542,469	748,927	2.7 %
Other	742,722	1,144,737	(402,015)	(35.1)%	583,201	1,144,737	(561,536)	(49.1)%
<b>Total revenues</b>	<b>48,422,388</b>	<b>48,072,114</b>	<b>350,274</b>	<b>0.7 %</b>	<b>47,477,796</b>	<b>48,072,114</b>	<b>(594,318)</b>	<b>(1.2)%</b>
<b>Expenses</b>								
Scholarships	9,010,216	9,052,386	42,170	0.5 %	9,589,386	9,052,386	(537,000)	(5.9)%
Employee compensation	19,603,130	19,612,369	9,239	0.0 %	19,497,332	19,612,369	115,037	0.6 %
Sport operations	8,857,405	8,162,259	(695,146)	(8.5)%	7,662,370	8,162,259	499,889	6.1 %
Support operations	8,883,364	8,160,745	(722,619)	(8.9)%	8,627,155	8,160,745	(466,410)	(5.7)%
Other	1,359,641	1,678,344	318,703	19.0 %	2,736,180	1,678,344	(1,057,836)	(63.0)%
<b>Total operating expenses</b>	<b>47,713,756</b>	<b>46,666,103</b>	<b>(1,047,653)</b>	<b>(2.2)%</b>	<b>48,112,423</b>	<b>46,666,103</b>	<b>(1,446,320)</b>	<b>(3.1)%</b>
<b>Net Increase (decrease) from total operations</b>	<b>\$ 708,632</b>	<b>\$ 1,406,011</b>	<b>\$ (697,379)</b>	<b>(49.6)%</b>	<b>\$ (634,627)</b>	<b>\$ 1,406,011</b>	<b>\$ (2,040,638)</b>	<b>(145.1)%</b>
<b>Debt Service</b>								
Principal	\$ 418,337				\$ 774,425			
Interest	244,061				149,513			
<b>Total Debt Service</b>	<b>\$ 662,398</b>				<b>\$ 923,937</b>			

Board of Trustees Meeting - Reports

Attachment B  
**UCF Convocation Corporation**  
**Annual Budget**  
**2017-18**

	2017-18 Proposed Budget	2016-17 Approved Budget	Variance Favorable (Unfavorable)		2016-17 Projected Actual	2016-17 Approved Budget	Variance Favorable (Unfavorable)	
<b>Housing Operations</b>								
<b>Revenues</b>								
Apartment rentals	\$ 17,871,199	\$ 17,756,085	\$ 115,114	0.6 %	\$ 17,870,000	\$ 17,756,085	\$ 113,915	0.6 %
Parking	1,036,388	1,036,388	-	0.0 %	1,036,388	1,036,388	-	0.0 %
Other	75,000	7,500	67,500	900.0 %	75,000	7,500	67,500	900.0 %
<b>Total revenues</b>	<b>18,982,587</b>	<b>18,799,973</b>	<b>182,614</b>	<b>1.0 %</b>	<b>18,981,388</b>	<b>18,799,973</b>	<b>181,415</b>	<b>1.0 %</b>
<b>Total expenses</b>	<b>6,974,000</b>	<b>6,785,356</b>	<b>(188,644)</b>	<b>(2.8)%</b>	<b>6,541,642</b>	<b>6,785,356</b>	<b>243,714</b>	<b>3.6 %</b>
<b>Net increase from housing operations</b>	<b>12,008,587</b>	<b>12,014,617</b>	<b>(6,030)</b>	<b>(0.1)%</b>	<b>12,439,746</b>	<b>12,014,617</b>	<b>425,129</b>	<b>3.5 %</b>
<b>Retail Operations</b>								
<b>Total revenues</b>	<b>1,878,003</b>	<b>1,910,755</b>	<b>(32,752)</b>	<b>(1.7)%</b>	<b>1,913,257</b>	<b>1,910,755</b>	<b>2,502</b>	<b>0.1 %</b>
<b>Total expenses</b>	<b>631,667</b>	<b>596,947</b>	<b>(34,720)</b>	<b>(5.8)%</b>	<b>488,742</b>	<b>596,947</b>	<b>108,205</b>	<b>18.1 %</b>
<b>Net increase from retail operations</b>	<b>1,246,336</b>	<b>1,313,808</b>	<b>(67,472)</b>	<b>(5.1)%</b>	<b>1,424,515</b>	<b>1,313,808</b>	<b>110,707</b>	<b>8.4 %</b>
<b>Arena Operations</b>								
<b>Revenues</b>								
Event related	6,565,221	6,448,946	116,275	1.8 %	5,500,697	6,448,946	(948,249)	(14.7)%
Premium seating and sponsorship	1,276,900	1,231,800	45,100	3.7 %	1,121,800	1,231,800	(110,000)	(8.9)%
Rental income	2,735,000	2,735,000	-	0.0 %	2,735,000	2,735,000	-	0.0 %
Other	188,558	194,564	(6,006)	(3.1)%	189,619	194,564	(4,945)	(2.5)%
<b>Total revenues</b>	<b>10,765,679</b>	<b>10,610,310</b>	<b>155,369</b>	<b>1.5 %</b>	<b>9,547,116</b>	<b>10,610,310</b>	<b>(1,063,194)</b>	<b>(10.0)%</b>
<b>Expenses</b>								
Direct event	5,116,319	5,010,530	(105,789)	(2.1)%	4,286,675	5,010,530	723,855	14.4 %
Operating and indirect event	5,049,973	4,845,279	(204,694)	(4.2)%	4,589,337	4,845,279	255,942	5.3 %
Direct premium seating	309,860	283,360	(26,500)	(9.4)%	245,000	283,360	38,360	13.5 %
Other <sup>1</sup>	500,000	500,000	-	0.0 %	3,692,027	500,000	(3,192,027)	(638.4)%
<b>Total expenses</b>	<b>10,976,152</b>	<b>10,639,169</b>	<b>(336,983)</b>	<b>(3.2)%</b>	<b>12,813,039</b>	<b>10,639,169</b>	<b>(2,173,870)</b>	<b>(20.4)%</b>
<b>Net decrease from arena operations</b>	<b>(210,473)</b>	<b>(28,859)</b>	<b>(181,614)</b>		<b>(3,265,923)</b>	<b>(28,859)</b>	<b>(3,237,064)</b>	
<b>Net increase from total operations</b>	<b>\$ 13,044,450</b>	<b>\$ 13,299,566</b>	<b>\$ (255,116)</b>	<b>(1.9)%</b>	<b>\$ 10,598,338</b>	<b>\$ 13,299,566</b>	<b>\$ (2,701,228)</b>	<b>(20.3)%</b>
<b>Debt Service</b>								
Principal payments	7,245,000				7,045,000			
Interest payments	6,921,597				7,114,359			
<b>Total Debt Service</b>	<b>\$ 14,166,597</b>				<b>\$ 14,159,359</b>			

<sup>1</sup> Other expenses include transfers to UCF of \$2.5 million for the plaza enhancement project and \$.5 million for the CFE Arena scoreboard project, as well as a transfer of \$.65 million to the UCF Athletics Association.

Attachment C  
**UCF Finance Corporation**  
**Annual Budget**  
**2017-18**

	2017-18 Proposed Budget	2016-17 Approved Budget	Variance Favorable (Unfavorable)		2016-17 Projected Actual	2016-17 Approved Budget	Variance Favorable (Unfavorable)	
<b>Revenues</b>								
Operating	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
University transfers	3,251,818	2,484,612	767,206	30.9 %	2,507,033	2,484,612	22,421	0.9 %
Interest	6,500	-	6,500	-	6,500	-	6,500	-
<b>Total revenues</b>	<u>3,258,318</u>	<u>2,484,612</u>	<u>773,706</u>	<u>31.1 %</u>	<u>2,513,533</u>	<u>2,484,612</u>	<u>28,921</u>	<u>1.2 %</u>
<b>Expenses</b>								
Operating	20,665	15,800	(4,865)	(30.8)%	20,100	15,800	(4,300)	(27.2)%
Interest	2,290,915	2,288,812	(2,103)	(0.1)%	2,296,859	2,288,812	(8,047)	(0.4)%
Debt related <sup>1</sup>	946,738	180,000	(766,738)	(426.0)%	196,574	180,000	(16,574)	(9.2)%
<b>Total expenses</b>	<u>3,258,317</u>	<u>2,484,612</u>	<u>(773,706)</u>	<u>(31.1)%</u>	<u>2,513,533</u>	<u>2,484,612</u>	<u>(28,921)</u>	<u>(1.2)%</u>
<b>Net increase from operations</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
 <b>Debt Service</b>								
Principal	\$ 1,490,000				\$ 1,415,000			
Interest	<u>2,290,915</u>				<u>2,296,859</u>			
<b>Total Debt Service</b>	<u>\$ 3,780,915</u>				<u>\$ 3,711,859</u>			

<sup>1</sup> Debt related expenses are projected to increase due to the interest rate swap letter of credit fee rate increasing from .24% to 1.75% effective June 14, 2017.

Attachment D  
**UCF Foundation**  
**Annual Budget**  
**2017-18**

	<b>2017-18 Proposed Budget</b>	<b>2016-17 Approved Budget</b>	<b>Variance</b>		<b>2016-17 Projected Actual</b>	<b>2016-17 Approved Budget</b>	<b>Variance</b>	
<b>Revenues</b>								
Unrestricted gifts, fees, and investment earnings	\$ 5,175,000	\$5,006,167	\$ 168,833	3.4%	\$ 5,641,618	\$ 5,006,167	\$ 635,451	12.7%
Real estate	2,945,000	2,328,000	617,000	26.5%	2,328,000	\$ 2,328,000	-	(0.0)%
University and other related support	11,785,878	14,054,479	(2,268,601)	-16.1%	13,957,410	\$ 14,054,479	(97,069)	(0.7)%
<b>Total revenue</b>	<b>19,905,878</b>	<b>21,388,646</b>	<b>(1,482,768)</b>	<b>-6.9%</b>	<b>21,927,028</b>	<b>21,388,646</b>	<b>538,382</b>	<b>(251.7)%</b>
<b>Expenses</b>								
Academic and university support	2,796,433	2,756,433	(40,000)	-1.5%	3,290,578	2,756,433	(534,145)	-19.4%
Development, alumni relations, and operations	17,109,445	18,632,213	1,522,768	8.2%	18,636,450	18,632,213	(4,237)	0.0%
<b>Total expenses</b>	<b>19,905,878</b>	<b>21,388,646</b>	<b>1,482,768</b>	<b>6.9%</b>	<b>21,927,028</b>	<b>21,388,646</b>	<b>(538,382)</b>	<b>-2.5%</b>
<b>Net increase (decrease) from total operations</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Debt Service</b>								
Principal payments	\$ 3,643,020				\$ 2,157,862			
Interest payments	1,098,988				1,291,960			
Total principal and interest payments	\$ 3,449,822				\$ 3,449,822			

Attachment E  
**UCF Limitless Solutions  
 Annual Budget  
 2017-18**

	<b>2017-18 Proposed Budget</b>	<b>2017 Projected Actual <sup>1</sup></b>
<b>Revenues</b>		
Donations	\$ 75,000	\$ 40,000
Sponsorships	75,000	-
Naming rights	200,000	-
<b>Total revenues<sup>2</sup></b>	<u>350,000</u>	<u>40,000</u>
<b>Expenses</b>		
Materials	55,000	25,000
Medical research study	40,000	
Other	52,800	12,250
<b>Total expenses</b>	<u>147,800</u>	<u>37,250</u>
<b>Net increase from operations</b>	<u><u>\$ 202,200</u></u>	<u><u>\$ 2,750</u></u>

<sup>1</sup> Limitless Solutions was founded as a UCF DSO as of January 1, 2017.

<sup>2</sup> Knights Partnership Alliance program and the UCF Foundation contributed to the naming rights and sponsorship projections.

Attachment F  
**UCF Research Foundation**  
**Annual Budget**  
**2017-18**

	<b>2017-18 Proposed Budget</b>	<b>2016-17 Approved Budget</b>	<b>Variance Favorable (Unfavorable)</b>		<b>2016-17 Projected Actual</b>	<b>2016-17 Approved Budget</b>	<b>Variance Favorable (Unfavorable)</b>	
<b>Revenues</b>								
Operating revenue <sup>1</sup>	\$ 9,185,000	\$ 7,340,000	\$ 1,845,000	25.1%	\$ 9,004,325	\$ 7,340,000	\$ 1,664,325	22.7%
Management fees and other	<u>545,000</u>	<u>380,000</u>	<u>165,000</u>	<u>43.4%</u>	<u>516,825</u>	<u>380,000</u>	<u>136,825</u>	<u>36.0%</u>
<b>Total revenues</b>	<u>9,730,000</u>	<u>7,720,000</u>	<u>2,010,000</u>	<u>26.0%</u>	<u>9,521,150</u>	<u>7,720,000</u>	<u>1,801,150</u>	<u>23.3%</u>
<b>Expenses</b>								
<b>Total operating expenses</b> <sup>1</sup>	<u>9,523,500</u>	<u>7,682,500</u>	<u>(1,841,000)</u>	<u>(24.0)%</u>	<u>9,091,619</u>	<u>7,682,500</u>	<u>(1,409,119)</u>	<u>(18.3)%</u>
<b>Net increase from operations</b>	<u>\$ 206,500</u>	<u>\$ 37,500</u>	<u>\$ 169,000</u>	<u>450.7%</u>	<u>\$ 429,531</u>	<u>\$ 37,500</u>	<u>\$ 392,031</u>	<u>1045.4 %</u>

<sup>1</sup> Operating revenue includes royalties, contributions, rents, conferences, unit residuals, and consortiums.

Attachment G  
**UCF Stadium Corporation**  
**Annual Budget**  
**2017-18**

	<b>2017-18 Proposed Budget</b>	<b>2016-17 Approved Budget</b>	<b>Variance</b>		<b>2016-17</b>		<b>2016-17</b>		<b>Variance</b>	
			<b>Favorable (Unfavorable)</b>		<b>Projected</b>	<b>Actual</b>	<b>Approved Budget</b>		<b>Favorable (Unfavorable)</b>	
<b>Revenues</b>										
Premium seating	\$ 1,842,007	\$ 2,084,067	\$ (242,060)	(11.6)%	\$ 2,083,668	\$ 2,084,067	\$ (399)	(0.0)%		
Naming rights	850,000	850,000	-	0.0 %	850,000	850,000	-	0.0 %		
Athletic transfers	6,158,559	5,426,869	731,690	13.5 %	4,553,901	5,426,869	(872,968)	(16.1)%		
Other	1,394,000	1,434,000	(40,000)	(2.8)%	1,344,000	1,434,000	(90,000)	(6.3)%		
<b>Total revenues</b>	<b>10,244,566</b>	<b>9,794,936</b>	<b>449,630</b>	<b>4.6 %</b>	<b>8,831,569</b>	<b>9,794,936</b>	<b>(963,367)</b>	<b>(9.8)%</b>		
<b>Expenses</b>										
<b>Total expenses</b>	<b>548,666</b>	<b>357,500</b>	<b>(191,166)</b>	<b>(53.5)%</b>	<b>240,000</b>	<b>357,500</b>	<b>117,500</b>	<b>32.9 %</b>		
<b>Net Increase from total operations</b>	<b>\$ 9,695,900</b>	<b>\$ 9,437,436</b>	<b>\$ 258,464</b>	<b>2.7 %</b>	<b>\$ 8,591,569</b>	<b>\$ 9,437,436</b>	<b>\$ (845,867)</b>	<b>(9.0)%</b>		
<b>Debt Service</b>										
Principal	1,715,000				1,674,000					
Interest	1,913,712				1,965,514					
<b>Total Debt Service</b>	<b>3,628,712</b>				<b>3,639,514</b>					

**ITEM: FF-4**

**University of Central Florida  
Board of Trustees**

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

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

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

**BACKGROUND INFORMATION**

Each year, the university must submit an updated capital improvement plan to the Board of Governors. This plan identifies projects that will be included in the three-year Public Education Capital Outlay list, and it provides information to the State Board of Education for its request for capital project funding for 2018-19.

The capital improvement plan must be submitted to the Board of Governors' staff by August 1, 2017. The attached schedules include the following:

- projects that are proposed for inclusion in the five-year capital improvement plan
- items to be included in the 2018-19 Appropriations Authorization Bill, including projects funded by bonds, direct support organization projects, and projects requiring general revenue to operate.

We request approval to submit the 2018-19 Capital Improvement Plan with the projects listed in the attached schedules.

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**Supporting documentation:** Attachment A: 2018-19 Five-year Plan List  
Attachment B: 2018-19 Fixed Capital Outlay Projects  
Requiring Board of Governors Approval to  
be Constructed, Acquired, and Financed by  
a University or a University Direct Support  
Organization with Approved Debt  
Attachment C: 2018-19 Fixed Capital Outlay Projects  
That May Require Legislative  
Authorization and General Revenue Funds  
to Operate and Maintain

**Prepared by:** Lee Kernek, Associate Vice President for Administration and Finance

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

# Board of Trustees Meeting - Reports

Attachment A

## UNIVERSITY OF CENTRAL FLORIDA FUTURE PROJECT PROJECTIONS FOR 2018-23 2018 FIVE-YEAR FIXED CAPITAL IMPROVEMENTS PLAN

PECO PROJECTS	REVISED 05/30/2017	2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
UTILITIES, INFRASTRUCTURE, CAPITAL RENEWAL, AND ROOFS (P.C)		\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$70,000,000	1
INTERDISCIPLINARY RESEARCH AND INCUBATOR FACILITY (P.C.) RESEARCH BUILDING I		\$6,707,360	\$34,529,519	\$6,042,660			\$47,279,540	2
ENGINEERING BUILDING I RENOVATION (P.C.)		\$17,745,473	\$1,176,311				\$18,921,784	3
COLLEGE OF NURSING AND ALLIED HEALTH (P.C.) HEALTH SCIENCES CAMPUS		\$8,321,670	\$66,573,360	\$8,321,670			\$83,216,700	4
MATHEMATICAL SCIENCES BUILDING REMODELING AND RENOVATION (P.C.)		\$11,970,963	\$890,181				\$12,861,144	5
TREVOR COLBOURN HALL AND COLBOURN DEMOLITION (P.C.)		\$38,000,000					\$38,000,000	6
JOHN C. HITT LIBRARY RENOVATION PHASE II (P.C.)		\$2,411,142	\$34,735,896	\$4,121,206			\$41,268,246	7
ARTS COMPLEX PHASE I (PERFORMANCE) (P.C.)		\$3,060,000	\$27,172,800	\$3,060,000			\$33,292,800	8
CHEMISTRY RENOVATION (P.C.)			\$700,241	\$12,731,680	\$700,241		\$14,132,162	9
FLORIDA SOLAR ENERGY CENTER RENOVATION (P.C.)			\$11,322,000				\$11,322,000	10
INFRASTRUCTURE (CHILLED WATER REPLACEMENT (P.C.)			\$5,100,000	\$10,200,000	\$7,401,120		\$22,701,120	11
RESEARCH BUILDING II (P.C.)				\$6,899,771	\$6,899,771		\$13,799,542	12
VISUAL ARTS RENOVATION AND EXPANSION (P.C.)			\$3,891,362	\$31,130,899	\$3,891,362		\$38,913,623	13
WASTEWATER, WATER, NATURAL GAS REPLACEMENT (P.C.)			\$7,140,000	\$10,200,000	\$12,780,600		\$30,120,600	14
MILLICAN HALL RENOVATION (P.C.)			\$1,472,991	\$11,783,935	\$1,472,991		\$14,729,917	15
BUSINESS ADMINISTRATION RENOVATION (P.C.)			\$640,779	\$12,291,313	\$640,779		\$13,572,871	16
FACILITIES & SAFETY COMPLEX RENOVATION (P.C.)			\$6,287,805		\$6,287,805		\$12,575,610	17
RESEARCH BUILDING III (P.C.)			\$7,481,300	\$9,867,113	\$7,481,300		\$24,829,713	18
MULTI-PURPOSE RESEARCH AND EDUCATION BUILDING (P.C.)			\$3,604,940	\$28,839,551	\$3,604,940		\$36,049,431	19
UCF DOWNTOWN CAMPUS BUILDING II (P.C.)			\$87,991,555				\$87,991,555	20
<b>TOTAL</b>		<b>\$102,216,608</b>	<b>\$196,200,308</b>	<b>\$183,849,819</b>	<b>\$231,092,359</b>	<b>\$50,733,834</b>	<b>\$764,092,928</b>	
<b>CITF PROJECT REQUESTS</b>								
		2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
JOHN C. HITT LIBRARY RENOVATION PHASE I (P.C.)		\$6,854,560					\$6,854,560	1
JOHN C. HITT LIBRARY RENOVATION PHASE II (P.C.)		\$41,268,246					\$41,268,246	1
CREATIVE SCHOOL FOR CHILDREN			\$6,000,000				\$6,000,000	2
<b>TOTAL</b>		<b>\$41,268,246</b>	<b>\$6,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,268,246</b>	
<b>REQUESTS FROM OTHER STATE SOURCES</b>								
		2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
INTERDISCIPLINARY RESEARCH AND INCUBATOR FACILITY PHASE II (P.C.)		\$16,614,852					\$16,614,852	1
ARTS COMPLEX PHASE II (PERFORMANCE) (P.C.)		\$6,794,288					\$6,794,288	2
STADIUM SIDING AND SOUND (P.C.)		\$5,000,000					\$5,000,000	3
UCF DOWNTOWN CAMPUS COMBINED HEAT AND POWER PLANT (P.C.)		\$15,116,758					\$15,116,758	4
ABA RESEARCH BUILDING		\$27,540,000					\$27,540,000	1
CAMPUS ENTRYWAYS PHASE I (P.C.)		\$2,153,996					\$2,153,996	2
CAMPUS ENTRYWAYS PHASE II (P.C.)			\$5,015,978				\$5,015,978	3
WELCOME CENTER EXPANSION (P.C.)			\$8,768,771				\$8,768,771	4
CIVIL AND ENVIRONMENTAL ENGINEERING (P.C.)			\$1,538,637	\$22,937,137	\$1,538,637		\$26,008,411	5
HOWARD PHILLIPS HALL RENOVATION (P.C.)			\$9,165,322				\$9,165,322	6
BIOLOGICAL SCIENCES RENOVATION (P.C.)			\$10,189,000				\$10,189,000	7
FERRELL COMMONS (E AND G SPACES) RENOVATION (P.C.)			\$7,253,771				\$7,253,771	8
FRANGENT ANIMAL FACILITY (P.C.)			\$2,010,000				\$2,010,000	9
CAMERA ACCESS CONTROL (P.C.)			\$13,219,200				\$13,219,200	10
ARTS COMPLEX PHASE II (PERFORMANCE) (P.C.)				\$3,658,522	\$30,944,176	\$3,658,522	\$38,261,220	11
CLASSROOM BUILDING III (P.C.)				\$3,052,049	\$23,290,675	\$3,052,049	\$29,394,773	12
FACILITIES AND SAFETY BUILDING AT HEALTH SCIENCES CAMPUS (P.C.)			\$7,630,122				\$7,630,122	13
RECYCLING CENTER (P.C.)			\$2,924,880	\$23,399,042	\$2,924,880		\$29,248,802	14
HUMANITIES AND FINE ARTS II (P.C.)			\$3,525,566	\$23,695,783	\$3,525,566		\$28,746,915	15
SOCIAL SCIENCES FACILITY (P.C.)			\$3,052,049	\$24,416,391	\$3,052,049		\$30,520,489	16
UCF HEALTH EXPANSION AND WELLNESS CENTER (P.C.)			\$1,271,687	\$10,173,496	\$1,271,687		\$12,716,870	17
COASTAL BIOLOGY STATION (P.C.)			\$6,358,435				\$6,358,435	18
UCF DOWNTOWN CAMPUS BUILDING II (P.C.)				\$87,991,555			\$87,991,555	19
TECHNOLOGY COMMONS II RENOVATION (P.C.)					\$3,781,674		\$3,781,674	20
COLLEGE OF SCIENCES BUILDING RENOVATION (P.C.)					\$4,091,598		\$4,091,598	21
SIMULATION AND TRAINING BUILDING (P.C.)					\$3,014,325	\$23,412,234	\$26,426,559	22
BUSINESS ADMINISTRATION III BUILDING (P.C.)					\$2,015,023	\$15,650,667	\$17,665,690	23
EDUCATION BUILDING II (P.C.)					\$2,428,390	\$18,361,843	\$20,790,233	24
BAND BUILDING II INFRASTRUCTURE (P.C.)					\$578,675	\$3,561,078	\$4,139,753	25
ARTS COMPLEX III (P.C.)					\$1,889,327	\$13,985,013	\$15,874,340	26
INTERDISCIPLINARY RESEARCH BUILDING II (P.C.) RESEARCH BUILDING IV					\$2,927,200	\$25,291,057	\$28,218,257	27
THEATER BUILDING RENOVATION (P.C.)					\$4,338,335		\$4,338,335	28
SUSTAINABILITY CENTER (P.C.)						\$6,358,435	\$6,358,435	29
WET TEACHING LAB AND EXPANDED STEM FACILITY (P.C.)						\$16,143,188	\$16,143,188	30
UTILITY INFRASTRUCTURE AND SITE WORK CLINICAL FACILITIES HEALTH SCIENCES CAMPUS (P.C.)						\$13,230,632	\$13,230,632	31
<b>TOTAL</b>		<b>\$29,693,996</b>	<b>\$57,158,479</b>	<b>\$142,599,002</b>	<b>\$156,081,415</b>	<b>\$158,024,217</b>	<b>\$543,557,109</b>	
<b>REQUESTS FROM NON-STATE SOURCES, INCLUDING DEBT</b>								
		2018-19 YR #1	2019-20 YR #2	2020-21 YR #3	2021-22 YR #4	2022-23 YR #5	TOTALS	RANK
STUDENT UNION EXPANSION (P.C.)		\$14,000,000					\$14,000,000	1
UCF DOWNTOWN CAMPUS COMBINED HEAT AND POWER PLANT (P.C.)		\$15,116,758					\$15,116,758	2
TEACHING HOSPITAL AT LAKE NONA (P.C.)		\$194					\$194	3
GARAGE EXPANSION (P.C.)		\$12,117,600					\$12,117,600	4
WAYNE DENSCHE SPORTS CENTER EXPANSION (P.C.)		\$5,100,000					\$5,100,000	5
ROSEN STORAGE SHED (P.C.)				\$225,000			\$225,000	6
REFINANCE UCF FOUNDATION PROPERTIES		\$97,416,000					\$97,416,000	7
REGIONAL CAMPUSES MULTI-PURPOSE BUILDINGS (P.C.)		\$94,297,728					\$94,297,728	8
SOFTBALL STADIUM EXPANSION AND ENHANCEMENTS (P.C.)		\$1,132,200					\$1,132,200	9
FIELDHOUSE CHILLED WATER HVAC UPGRADES (P.C.)		\$7,561,728					\$7,561,728	10
DOWNTOWN WELCOME CENTER (P.C.)		\$3,060,000					\$3,060,000	11
UCF SOLAR FARM (P.C.)							\$15,300,000	12
INSTITUTE FOR HOSPITALITY IN HEALTHCARE (P.C.) HEALTH SCIENCES CAMPUS							\$15,300,000	13
UCF DOWNTOWN CAMPUS GARAGE II (P.C.)							\$16,983,000	14
SPECIAL PURPOSE HOUSING AND PARKING GARAGE (P.C.)							\$30,569,400	15
SPECIAL PURPOSE HOUSING II (P.C.)							\$9,782,208	16
PARKING DECKS (P.C.)							\$20,787,192	17
GRADUATE HOUSING (P.C.)							\$61,138,800	18
STUDENT HOUSING (P.C.)							\$61,138,800	19
PARTNERSHIP GARAGE (P.C.)							\$8,559,432	20
BASEBALL STADIUM EXPANSION PHASE II (P.C.)							\$3,396,600	21
GARY CENTER FOR STUDENT-ATHLETE NUTRITION							\$1,850,000	22
BASEBALL CLUBHOUSE EXPANSION AND RENOVATION (P.C.)							\$1,132,200	23
FOOTBALL BUILDING (P.C.)							\$16,685,798	24
GOLF TRAINING FACILITY (P.C.)							\$2,000,000	25
BRIGHT HOUSE NETWORKS STADIUM RUST REMEDIATION (P.C.)							\$8,823,000	26
VENUE HVAC (P.C.)							\$2,800,000	27
VENUE EXPANSION AND RENOVATION (P.C.)							\$6,000,000	28
PARKING DECK (P.C.)							\$5,661,000	29
MULTI-PURPOSE MEDICAL RESEARCH AND INCUBATOR FACILITY (P.C.)							\$139,635,343	30
OUTPATIENT CENTER (P.C.) LAKE NONA							\$91,708,200	31
CAMPUS ENTRYWAYS PHASE I (P.C.)							\$2,153,996	32
CREATIVE SCHOOL FOR CHILDREN							\$6,000,000	33
CAMPUS ENTRYWAYS PHASE II (P.C.)							\$5,015,978	34
ROSEN EDUCATIONAL FACILITY (P.C.)							\$17,250,000	35
CIVIL AND ENVIRONMENTAL ENGINEERING (P.C.)							\$22,937,137	3

Attachment B

**STATE UNIVERSITY SYSTEM  
Fixed Capital Outlay Projects Requiring Board of Governors Approval  
to be Constructed, Acquired, and Financed by a University or  
a University Direct Support Organization with Approved Debt  
BOB-1**

Univ.	Project Title	GSF	Brief Description of Project	Project Location	Project Amount	Funding Source	Estimated Month Of Board Approval Request	Estimated Annual Amount For Operational and Maintenance Costs	Source
UCF	Special Purpose Housing and Parking Garage	160,000	425 beds and 500 parking spaces	UCF, Orlando	\$ 27,540,000	Rental income	July	\$2,400,000	Auxiliary
UCF	Special Purpose Housing II	32,000	Fraternity, sorority, and organization housing	UCF, Orlando	\$ 8,812,800	Rental income	July	\$480,000	Auxiliary
UCF	Parking Garage VII	447,000	1,600 spaces	UCF, Orlando	\$ 22,913,280	Decal fees, traffic fines, and Transportation Access Fee	July	\$6,705,000	Auxiliary
UCF	Parking Decks	168,000	1,800 spaces	UCF, Orlando	\$ 18,727,200	Decal fees, traffic fines, and Transportation Access Fee	July	\$2,520,000	Auxiliary
UCF	Graduate Housing	150,000	Land and 600 beds	UCF, Orlando	\$ 55,080,000	Rental and retail income	July	\$2,250,000	Auxiliary
UCF	Refinance UCF Foundation properties	432,250	Consolidation and refinancing of existing UCF Foundation properties	UCF, Orlando	\$ 37,410,000	Rental and retail income	July	\$0	N/A
UCF	Student Housing	224,000	800 beds	UCF, Orlando	\$ 55,080,000	Rental income	July	\$3,360,000	Auxiliary
UCF	Garage Expansion	50,837	400 additional spaces	UCF, Orlando	\$ 12,117,600	Decal fees, traffic fines, and Transportation Access Fee	July	\$762,555	Auxiliary
UCF	Wet Teaching Lab and Expanded Stem Facility	249,450	Classrooms, labs, and offices	UCF, Orlando	\$ 142,582,482	Donations and partnerships	July	\$3,741,750	General Revenue
UCF	Facilities and Safety Building, Lake Nona	34,586	Offices, storage, and support space	UCF, Orlando	\$ 6,873,984	Donations and partnerships	July	\$518,790	General Revenue
UCF	Regional Campuses Multi-Purpose Buildings	60,000	Classrooms, labs, and offices	UCF, Orlando	\$ 30,844,800	Donations and partnerships	July	\$900,000	General Revenue
UCF	Partnership Garage	60,000	600 spaces	UCF, Orlando	\$ 7,711,200	Decal fees and revenue income	July	\$0	Auxiliary
UCF	UCF Downtown Campus Garage II	200,000	600 spaces	UCF, Orlando	\$ 15,300,000	Decal fees, traffic fines, and Transportation Access Fee	July	\$3,000,000	Auxiliary
UCF	Wayne Densch Sports Center Expansion	36,000		UCF, Orlando	\$ 5,100,000		July	\$540,000	DSO
UCF	Baseball Stadium Expansion Phase II		300 seat club, enhancements	UCF, Orlando	\$ 3,060,000	Donations	July	\$0	DSO
UCF	Softball Stadium Expansion and Renovation		400 to 600 additional seats, shade structure over grandstand, new press box	UCF, Orlando	\$ 1,020,000	Donations	July	\$0	DSO
UCF	Bright House Networks Stadium Expansion and Improvements Phase I	21,337	Additional club seating, suites, and operational booths	UCF, Orlando	\$ 14,790,000	Donations	July	\$320,055	DSO
UCF	Baseball Clubhouse Expansion and Renovation		New playing field, chair backs, audio, and lighting upgrade	UCF, Orlando	\$ 1,020,000	Donations	July	\$0	DSO
UCF	Bright House Networks Stadium Expansion and Improvements Phase II	80,000	Additional seating up to 20,000	UCF, Orlando	\$ 39,662,000	Donations	July	\$1,200,000	DSO
UCF	Football Building	45,000	Offices, storage, and support space	UCF, Orlando	\$ 14,737,500	Donations	July	\$675,000	Auxiliary
UCF	Golf Training Facility (move from Twin Rivers Golf Course)			UCF, Orlando	\$ 2,000,000	Donations	July	\$0	DSO
UCF	Garvy Center for Student-Athlete Nutrition			UCF, Orlando	\$ 1,850,000	Donations	July	\$0	DSO
UCF	Venue Expansion and Renovation		Offices, storage, and support space	UCF, Orlando	\$ 8,000,000	Donations	July	\$0	Auxiliary
UCF	Bio-Medical Annex Renovation and Expansion	32,000	Classrooms, labs, and offices	UCF, Orlando	\$ 13,956,000	Donations and partnerships	July	\$480,000	General Revenue
UCF	Outpatient Center	237,520	Health care facilities, offices, 38 beds	UCF, Orlando	\$ 82,620,000	Donations and partnerships	July	\$3,562,800	General Revenue
UCF	Dental School	166,750	Classrooms, labs, auditorium, health care facilities, offices	UCF, Orlando	\$ 73,000,000	Donations and partnerships	July	\$2,501,250	Revenue
UCF	Utility Infrastructure and Site Work, Lake Nona Clinical Facilities		3,080 spaces	UCF, Orlando	\$ 11,685,773	Income and energy savings	July		General Revenue
UCF	UCF Health Expansion and Wellness Center	254,150	Labs, offices	UCF, Orlando	\$ 11,456,640	Donations and partnerships	July	\$3,812,250	General Revenue

Board of Trustees Meeting - Reports

Attachment C

**STATE UNIVERSITY SYSTEM  
Fixed Capital Outlay Projects That May Require Legislative Authorization  
and General Revenue Funds to Operate and Maintain  
BOB-2**

Univ.	Project Title	GSF	Brief Description of Project	Project Location	Project Amount	Funding Source	Estimated Annual Amount For Operational and Maintenance Costs	
							Amount	Source
UCF	Florida Advanced Manufacturing Research Facility	81,750	Research Labs, Wet Labs, Collaboration Rooms, Offices	UCF-Osceola	\$75,000,000	PECO	\$1,339,850	General Revenue
UCF	Optical Materials Lab Addition	5,530	Research Labs	UCF-Orlando	\$1,640,000	E&G	\$90,634	General Revenue
UCF	John C. Hitt Library Expansion Phase I (ARC)	8,800	Automatic Retrieval Center	UCF-Orlando	\$10,771,963	CITF	\$144,228	General Revenue
UCF	John C. Hitt Library Expansion Phase I (Connector)	12,609	Automatic Retrieval Center	UCF-Orlando	\$21,366,592	CITF	\$122,007	General Revenue
UCF	CREOL	2,756	Research Labs	UCF-Orlando	\$1,406,000	E&G	\$45,170	General Revenue
UCF	Arts Complex II Performance	2,728	Teaching Lab, Offices	UCF-Orlando	\$964,411	PECO	\$31,353	General Revenue
UCF	BPW Building	4,038	Teaching Labs, Offices	UCF - Orlando	\$275,000	E&G	\$66,181	General Revenue
UCF	District Energy IV Plant	13,000	Offices	UCF - Orlando	\$13,000,000	Auxiliary	\$94,231	General Revenue
UCF	Trevor Colbourn Hall and Colbourn Demolition	136,500	Offices, Classrooms	UCF-Orlando	\$38,000,000	E&G	\$2,237,180	General Revenue
UCF	Coastal Biology	3,000	Research	UCF-Melbourne Beach	\$2,500,000	E&G	\$49,169	General Revenue
UCF	Partnership IV Phase I and II	92,529	Office, Research Labs	UCF-Orlando	\$42,000,000	PECO	\$1,516,513	General Revenue
UCF	Florida Solar Energy Center Renovation	42,986	Offices, Research Labs	UCF-Orlando	\$10,000,000	PECO	\$704,523	General Revenue
UCF	Interdisciplinary Research and Incubator Facility	97,482	Offices, Labs	UCF-Orlando	\$46,614,853	E&G	\$1,597,691	General Revenue
UCF	Arboretum Green House	800	Teaching Lab	UCF-Orlando	\$400,000	E&G	\$13,112	General Revenue
UCF	Band Building	6,000	Teaching Labs, Offices	UCF-Orlando	\$5,000,000	E&G	\$98,338	General Revenue
UCF	CREOL Expansion Phase II	13,900	Research Labs, Offices	UCF-Orlando	\$6,784,228	E&G	\$227,815	General Revenue
UCF	Visual Arts Building Addition	699	Teaching Lab	UCF-Orlando		E&G	\$11,456	General Revenue
UCF	Arecibo National Astronomy Ionosphere Center	62,918	Research Labs, Offices	UCF-Puerto Rico		E&G	\$1,031,201	General Revenue
UCF	Medically Directed Wellness and Sports Center	2,000	Teaching Labs, Classroom	UCF Lake Nona		E&G	\$32,779	General Revenue
UCF	UCF Downtown Tri-generation Facility	15,000	Teaching Labs, Offices	UCF-Orlando	\$15,118,000	E&G	\$245,844	General Revenue
UCF	College of Nursing and Allied Health - Health Sciences Campus	145,000	Teaching Labs, Offices	UCF-HSC	\$83,216,700	E&G	\$2,376,492	General Revenue
UCF	UCF Downtown Garage (E and G Spaces)	32,000	Offices, Support	UCF-Orlando	\$150,000,000	E&G	\$524,467	General Revenue
UCF	Energy Lab	20,000	Research Labs, Offices	UCF-Orlando		E&G	\$327,792	General Revenue

**ITEM: FF-5**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Finance and Facilities Committee Charter Review

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approve the updated Finance and Facilities Committee charter.

**BACKGROUND INFORMATION**

Regulations implemented by the Board of Trustees in January 2011 direct the Finance and Facilities Committee to review its charter every three years. Changes to the charter proposed at the April 19, 2017, and May 16, 2017, FFC meetings are highlighted in yellow on Attachment A. These changes were approved at the June 14, 2017, FFC meeting.

Changes only in style require approval at the committee level. Changes in content must be approved by the committee and then be presented to the full Board of Trustees for approval.

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**Supporting documentation:** Attachment A: Draft Finance and Facilities Committee Charter

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

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

Attachment A

**UNIVERSITY OF CENTRAL FLORIDA**

**FINANCE AND FACILITIES COMMITTEE CHARTER**

**1. Overall Purpose/Objectives**

The Finance and Facilities Committee ("**Committee**") is a committee of the University of Central Florida Board of Trustees ("**Board**"), whose members are appointed by the Chairman of the Board. The general purpose of the Committee is to provide review, policy guidance and strategic oversight of the university's financial matters, financial reporting statements, campus master planning activities and other real estate type activities for both the University and its direct support organizations ("**DSO(s)**").

For university financial matters, the Committee will review actions to be presented to the Board and provide a recommendation. This includes, but is not limited to, the annual University budget and all tuition, room rents, and other student fees that are required by state statute to be approved by the Board. The committee will schedule and periodically review financial reports from the university's direct support organizations (DSO's).

For campus master planning and other real estate matters the Committee will coordinate the campus master planning process and provide recommendations to the Board for action. The committee will annually review the capital improvement plan submissions to the Board of Governors and State legislature, and periodically review programs that ensure the maintenance and safety of University facilities. The committee will review any real estate related projects or facilities involving the University or any of its DSO's, or any other university entities that may arise in the future by whatever designation, and make recommendations to the full Board. The Committee will participate in (and review and approve) the planning process for any DSO-initiated program that will materially affect the University either financially or in reputation, or involve any real estate related matters on or off campus.

**2. Authority**

The Board authorizes the Committee to:

- 2.1 Perform activities within the scope of its charter.
- 2.2 Engage outside consultants and other advisors as it deems necessary with approval of the Board or the President.
- 2.3 Have unrestricted access to management, faculty, and employees of the University and its DSOs, as well as to all books and records related to facilities planning.

### **3. Organization Membership**

- 3.1 The Chair of the Board will appoint the chair and members of the Committee, all of whom must be members of the Board.
- 3.2 The Committee will consist of at least five members.
- 3.3 Members will serve on the Committee until their resignation or replacement by the Chair of the Board.

### **4. Meetings**

- 4.1 A majority of the members of the Committee will constitute a quorum for the transaction of business.
- 4.2 Meetings shall be held not less than three times per year.
- 4.3 The Committee shall maintain written minutes of its meetings.
- 4.4 The Vice President for Administration and Finance, who has operational responsibility for facilities planning, will be the liaison to the Committee from the UCF Administration. Said Vice President will regularly meet and correspond with the Chairman of the Committee and in consultation with the Chairman, prepare the agenda for meetings of the Committee. Said Vice President will further advise and keep informed as needed both the President and the Chair of the Board on a regular basis regarding matters brought before and actions taken by the Committee.
- 4.5 The Committee may request special presentations or reports that may enhance members' understanding of their responsibilities.
- 4.6 It is the intent of the Committee for matters within its purview to come before the Committee as early as possible so that the Committee can issue its recommendations and exercise its oversight at the beginning of any particular project or matter.

### **5. Roles and Responsibilities**

#### **FINANCE**

With regard to each item listed below, the committee will:

- 5.1 review the annual operating budgets of the university and recommend appropriate action to the Board
- 5.2 review the financial statements of the university's DSOs, making recommendations for action to the board as needed; (frequency of review is at the discretion of the committee, but will be not less than once each year)

- 5.3 review the annual capital budget request of the university and recommend appropriate action to the Board
- 5.4 review annual (or interim) changes to the university's tuition and fees and any related policy changes, and recommend appropriate action to the Board
- 5.5 review the annual financial statements of the university, making any recommendations regarding such reports deemed necessary to the Board
- 5.6 oversee investments of university cash balances and review quarterly.

## **FACILITIES**

### **6. Campus Master Plan**

- 6.1 Become familiar with the current campus master plan and the philosophies behind its development.
- 6.2 Understand the statutorily required process and frequency of updates to the plan.
- 6.3 Recommend amendments to the plan to the Board.
- 6.4 Recommend appropriate action regarding the acquisition and disposition of real property.

### **Capital Improvement Plan**

- 6.5 Review all proposed new construction and renovation projects exceeding \$2 million in construction costs.
- 6.6 Review all changes to projects that exceed \$2 million in construction costs or that increase project costs by more than 10 percent of the original estimate presented to the committee.
- 6.7 Receive as information all new construction projects less than or equal to \$2 million in construction costs.
- 6.8 Review and recommend to the Board the annual list of capital improvements for funding by the Legislature, including the PECO list and the Capital Improvement Program for all other projects.
- 6.9 Periodically review and recommend to the Board matters and facilities relating specifically to student housing, both on and off campus and further review a long-term strategic planning program for said student housing.

### **Direct Support Organizations**

- 6.10 Participate in the planning process for any DSO involvement in capital projects that affect the University either financially or in reputation or involve any real estate.
- 6.11 Review, provide oversight with respect to, and provide recommendations to the Board for any actions that may be required stemming from a DSO initiated capital project.

### **Maintenance of Facilities**

- 6.12 Review the effectiveness of the various University and DSO organizations in maintaining the buildings and grounds that are responsibilities of the Board.
- 6.13 Review the effectiveness of University law enforcement in protecting the physical assets of the University and providing a safe environment for the various University constituencies.
- 6.14 Review the effectiveness of the campus organizations responsible for environmental health and safety both in the buildings and on the grounds.
- 6.15 Provide recommended action items to the Board on all of the items above to the Board when necessary.
- 6.16 Adopt and recommend to the Board a policy associated with the naming of any buildings or facilities of the University.

### **Reporting Responsibilities**

- 6.17 Regularly update the Board about Committee activities and make appropriate recommendations.
- 6.18 Ensure the Board is aware of matters within the purview or responsibility of the Committee that may significantly impact the financial condition or legal liability of the University.

### **Charter Review**

- 6.19 Review the Committee Charter at least every three years and discuss any required changes with the Board.
- 6.20 Ensure that the charter is approved or reapproved by the Board after each update.

**ITEM: FF-6**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** 2017-18 Updated University Operating Budget

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approve the university's revised 2017-18 operating budget.

**BACKGROUND INFORMATION**

Approve the operating budgets for the Educational & General, Medical School, Auxiliary Enterprises, Sponsored Research, Student Financial Aid, Student Activities, Technology Fee, and Concessions areas as indicated in Attachment A.

The Educational & General budget has been amended to reflect the allocation of state performance funding as approved by the Board of Governors, as well as the results from the governor's vetoes and the special session that followed. All other budgets previously approved by the Finance and Facilities Committee on May 18, 2017, remain unchanged.

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**Supporting documentation:** Attachment A: Revised 2017-18 Operating Budget  
Attachment B: Changes in E&G Funding

**Prepared by:** Tracy Clark, Associate Provost for Budget, Planning, and Administration  
and Associate Vice President for Finance

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

## Attachment A

## University of Central Florida 2017-18 Proposed Operating Budget

	2017-18 Revised Budget	<i>Preliminary</i> 2017-18 Approved Budget	2016-17 Operating Budget	% Increase (Decrease)	\$ Increase (Decrease)
<b>Educational &amp; General (E&amp;G) <sup>1</sup></b>					
General Revenue	\$ 348,975,307	\$ 352,774,365	\$ 334,391,519	4%	\$ 14,583,788
Student Tuition and Fees	288,814,929	288,814,929	270,952,196	7%	17,862,733
<b>Total Educational and General</b>	<u>637,790,236</u>	<u>641,589,294</u>	<u>605,343,715</u>	5%	<u>32,446,521</u>
<b>Medical School (E&amp;G)</b>					
General Revenue	26,495,175	26,495,175	26,140,566	1%	354,609
Student Tuition and Fees	15,718,052	15,718,052	15,654,240	0%	63,812
<b>Total Educational and General</b>	<u>42,213,227</u>	<u>42,213,227</u>	<u>41,794,806</u>	1%	<u>418,421</u>
<b>Auxiliary Enterprises</b>	275,887,508	275,887,508	251,990,997	9%	23,896,511
<b>Sponsored Research</b>	163,703,000	163,703,000	160,694,000	2%	3,009,000
<b>Student Financial Aid</b>	515,975,644	515,975,644	513,219,163	1%	2,756,481
<b>Student Activities</b>	28,217,277	28,217,277	23,750,000	19%	4,467,277
<b>Technology Fee</b>	9,100,000	9,100,000	9,100,000	0%	-
<b>Concessions</b>	750,000	750,000	750,000	0%	-
<b>Total Operating Budget</b>	<u>\$ 1,673,636,892</u>	<u>\$ 1,677,435,950</u>	<u>\$ 1,606,642,681</u>	4%	<u>\$ 66,994,211</u>

<sup>1</sup> See Attachment B for detail of the change in budget.

## Attachment B

## University of Central Florida Changes in E&G Funding

<b>Changes in University E&amp;G Funding</b>	State Appropriations	Tuition and Fees	Total
<b>2017-18 approved preliminary budget</b>	<b>\$ 352,774,365</b>	<b>\$ 288,814,929</b>	<b>\$ 641,589,294</b>
Performance Funding - net effect of state investment	(3,608,951)		(3,608,951)
Emerging Preeminent University	8,666,667		8,666,667
<b><i>Unique University issues:</i></b>			
<b><i>Recurring allocations:</i></b>			
Dr. Phillips Center for Performing Arts	(3,900,299)		(3,900,299)
Center for Reading - Istation	(3,500,000)		(3,500,000)
Lou Frey Institute - Support for Civics Education	(400,000)		(400,000)
Downtown Presence	(306,475)		(306,475)
<b><i>Non-recurring allocations:</i></b>			
Incubator	(750,000)		(750,000)
<b>2017-18 Revised budget</b>	<b>\$ 348,975,307</b>	<b>\$ 288,814,929</b>	<b>\$ 637,790,236</b>

**ITEM: FF-7**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Refinancing of UCF Finance Corporation Series 2007 Bonds

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

The UCF Finance Corporation requests approval to refinance the outstanding Series 2007 bonds.

**BACKGROUND INFORMATION**

Through refunding the bonds, the corporation seeks to fix the interest rate for seven or more years with an interest-rate reset and secure the debt through a loan rather than bonds backed by a line of credit. Based on current low bank interest rates for a 20-year loan with an interest-rate reset after seven years, it is anticipated the proposed refinancing will provide significant debt service savings over the initial interest-rate period and the life of the financing. In addition, under a bank refinancing, the corporation will eliminate the risks associated with variable-rate bonds and interest-rate swaps and eliminate additional costs that were associated with the Series 2007 Bonds including bond re-marketing, bank trustee, surveillance rating, and swap fees.

The Series 2007 Bonds are currently outstanding with the aggregate principal amount of \$49,825,000 have a maturity date of July 1, 2037, and were issued as variable-rate bonds.

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**Supporting documentation:** Attachment A: Draft Board of Trustees Resolution  
Attachment B: Sources and Uses  
Attachment C: Estimated Debt Service  
Attachment D: Description of Security  
Attachment E: Five Year Historical and Forecasted Revenues  
Attachment F: Negotiate Sale Explanation

**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

## Board of Governors - Debt Management Guidelines

**DRAFT**

*University of Central Florida*

**5/16/17**

1. A resolution of the DSO board of directors approving the debt issuance, if applicable, and a resolution of the university Board of Trustees (the "BOT") approving the debt issuance and authorizing the university to request BOG approval of the debt issuance. *For debt to be issued by DBF, at the request of the university, DBF staff will work with BOG staff and the university to determine a not to exceed amount of debt to be included in the BOT requesting resolution to the BOG and in preparing required debt service and source and use schedules.*

The model resolution will be completed and submitted with the final submission.

## Board of Governors - Debt Management Guidelines

**DRAFT**

*University of Central Florida*

**5/16/17**

### Board of Trustees Resolution

**A RESOLUTION AUTHORIZING THE REFINANCING OF OUTSTANDING CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2007 AND REQUESTING THE FLORIDA BOARD OF GOVERNORS TO APPROVE THE ISSUANCE OF SUCH DEBT.**

#### **BE IT RESOLVED BY THE BOARD OF TRUSTEES:**

**Section 1.** The Board of Trustees (the Board of Trustees) of the University of Central Florida (the "University") hereby

authorizes the refinancing of debt by the UCF Finance Corporation and requests the Florida Board of Governors (the "Board of Governors") to approve the issuance of debt in an amount not exceeding \$64,000,000 [(the "Debt")] for the purpose of refinancing the DSO's outstanding Capital Improvement Revenue Bonds, Series 2007 (the Refunded Bonds) the proceeds of which were used to finance the construction of the Burnett Biomedical Sciences Building (the "Project") on the UCF Health Sciences Campus at Lake Nona.

**Section 2.** The Project consisted of an approximately 198,000 square foot facility containing classrooms, laboratories and office space. The Project is an educational and research facility for the College of Medicine and the Burnett College of Biomedical Sciences. Construction of the Project was completed in 2009. Proceeds of the Refunded Bonds together with \$22 million of PECO funds and \$20 million in capital gifts and State matching funds were sufficient to complete the construction of the Project. Legislative approval of the Project [has been obtained pursuant to section 1010.62, Florida Statutes. No proceeds of the will be used to finance operating expenses of the University or the DSO.

**Section 3.** The Debt is to be secured the University's indirect cost revenues received by the University from Federal, State and private grants. The DSO is legally authorized to secure the Debt with the revenues to be pledged pursuant to section 1010.62, Florida Statutes.

**Section 4.** The Debt matures on July 1, 2037 which is the same maturity date as the Refunded Bonds. The Project has an estimated remaining useful life of 42 years, which is beyond the maturity of the Debt. The Refunded Bonds currently bears interest at a variable interest rate and is secured by a letter of credit issued by Fifth Third Bank. The DSO previously entered into an interest rate hedge with Fifth Third Bank which will be terminated as part of the refinancing of the Refunded Bonds. Proceeds of the Debt will be used to refinance the principal amount of the Refunded Bonds and finance the swap termination fee. The Debt will be issued as a direct private placement with a bank or other financial institution and will bear interest at a fixed rate for approximately ten years from the date of issuance.

## Board of Governors - Debt Management Guidelines

**DRAFT**

*University of Central Florida*

**5/16/17**

**Section 5.** The Debt will be issued as fixed rate debt for a period of seven or more years at which time the interest rate will be subject to adjustment for the balance of the term of the Bonds. The DSO and the University have the requisite technical expertise to properly manage the interest rate risks and execution of the Debt through its financial advisor staff, including the Financial Manager of the University Administration and Finance who will be responsible for monitoring the interest rates paid on the Debt at the time of reset in the future.

**Section 6.** The Debt will be sold through a negotiated sale in a direct private placement with a bank or other financial institution. A negotiated sale is necessary due to the market for bank loans. An analysis showing that a negotiated sale is desirable is attached in Appendix A. Any selection of the lender will be accomplished through a competitive selection process.

**Section 7.** The Board of Trustees will comply, and will require the University and the DSO to comply, with all requirements of federal and state law relating to the Debt, including but not limited to, laws relating to maintaining the exemption from taxation of interest payments on the Debt.

**Section 8.** The President and other authorized representatives of the University the Board of Trustees, and the DSO are hereby authorized to take all actions and steps, to execute all instruments, documents, and contracts, and to take all other actions as they may deem necessary or desirable, in connection with the execution, sale and delivery of the Debt.

**Section 9.** In making the determination to refinance the Bonds, the Board of Trustees has reviewed the information attached to Appendix A and finds that the issuance of the Debt is in compliance with the Debt Management Guidelines, the university's debt management policy, and applicable law.

**Section 10.** This Resolution shall take effect immediately upon its adoption.

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

\_\_\_\_\_  
Secretary

Attachment A

## Board of Governors - Debt Management Guidelines

**DRAFT**

*University of Central Florida*

**5/16/17**

### Appendix A

The following documents have been reviewed by the Board of Trustees prior to the execution of this Resolution:

- a. sources and uses of funds for the refunding;
- b. an estimated debt service schedule;
- c. a description of the security supporting repayment and the lien position the debt will have on that security;
- d. a five-year history and a five-year projection of the pledged revenues and the debt service coverage
- e. a negotiated sale analysis.

## Attachment B

Appendix A(a)  
Sources and Uses

Sources and Uses of Funds  
UCF Financing Corporation  
Series 2017 Note  
Refunded Bonds: Series 2007 (BMA Swap)  
Preliminary/ Subject to Change

-----  
Refinancing Bank Loan 2.55% (7 Year Put) - Terminate SWAP

Dated Date 7/1/2017  
Delivery  
Date 7/1/2017

## Sources:

## Bond Proceeds:

Par Amount	62,961,000.00
	<u>62,961,000.00</u>

## Uses:

## Refunding Escrow Deposits:

Cash Deposit	49,825,000.00
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## Delivery Date Expenses:

Cost of Issuance	141,922.00
Swap Termination (5/23/17)	12,993,995.29
	<u>13,135,917.29</u>

## Other Uses of Funds:

Additional Proceeds	82.71
	<u>62,961,000.00</u>

## Attachment C

## Debt Service

## UCF Financing Corporation

## Capital Improvement Refunding Revenue Bonds, Series 2017

## Refunded Bonds: Series 2007 (BMA Swap)

## Preliminary/ Subject to Change

## Appendix A(b)

## Estimated Debt Service Schedule

Date	Refunding Debt 2.55% 20 yr	Coupon	Refunding Debt 2.55% 7 yr, 4.55% 13 yr	Coupon
7/1/2018	4,057,505.50	2.550%	4,057,505.50	2.550%
7/1/2019	4,057,979.50	2.550%	4,057,979.50	2.550%
7/1/2020	4,057,847.00	2.550%	4,057,847.00	2.550%
7/1/2021	4,058,082.50	2.550%	4,058,082.50	2.550%
7/1/2022	4,057,635.00	2.550%	4,057,635.00	2.550%
7/1/2023	4,057,479.00	2.550%	4,057,479.00	2.550%
7/1/2024	4,057,563.50	2.550%	4,057,563.50	2.550%
7/1/2025	4,057,837.50	2.550%	4,946,337.50	4.550%
7/1/2026	4,058,250.00	2.550%	4,888,250.00	4.550%
7/1/2027	4,057,750.00	2.550%	4,827,750.00	4.550%
7/1/2028	4,058,312.00	2.550%	4,766,792.00	4.550%
7/1/2029	4,057,859.50	2.550%	4,703,239.50	4.550%
7/1/2030	4,057,367.00	2.550%	4,638,047.00	4.550%
7/1/2031	4,057,783.50	2.550%	4,572,123.50	4.550%
7/1/2032	4,058,032.50	2.550%	4,504,332.50	4.550%
7/1/2033	4,058,063.00	2.550%	4,434,583.00	4.550%
7/1/2034	4,057,824.00	2.550%	4,362,784.00	4.550%
7/1/2035	4,058,264.50	2.550%	4,289,844.50	4.550%
7/1/2036	4,058,308.00	2.550%	4,214,628.00	4.550%
7/1/2037	4,057,903.50	2.550%	4,137,043.50	4.550%
	81,157,647.00		87,689,847.00	

Attachment D

**Description of Security**

A description of the security supporting the repayment of the proposed debt and the lien position the debt will have on that security. If the lien is junior to any other debt, the senior debt must be described, and a description of why the debt is proposed to be issued on a junior lien basis must be provided. A statement citing the legal authority for the source of revenues securing repayment must be provided.

The debt is secured by a covenant to annually budget and appropriate from legally available indirect overhead funds received by the University from Contract and Grant Funds

The debt will not be issued on a junior lien basis. This is the first-time the University has used Contract and Grant funds as a security pledge for their debt.

Legal authority for the source of revenues securing repayment of the bonds is - Florida Statute Section 1010.62(3)(a).

In part Section 1010.62(3)(a) states: A state university or direct-support organization may not issue debt without the approval of the Board of Governors. The Board of Governors may approve the issuance of debt by a state university or a direct-support organization only when such debt is used to finance or refinance capital outlay projects. The debt may be secured by or payable only from those revenues authorized for such purpose, including the health fee, the transportation access fee, hospital revenues, or those revenues derived from or received in relation to sales and services of auxiliary enterprises or component units of the university, including, but not limited to, housing, transportation, health care, research or research-related activities, food service, retail sales, athletic activities, or other similar services. Revenues derived from the activity and service fee and the athletic fee may be used to pay and secure debt except that the annual debt service shall not exceed an amount equal to 5 percent of the fees collected during the most recent 12 consecutive months for which collection information is available prior to incurring the debt.

Because Indirect overhead cost reimbursements are derived from “research or research-related activities”, they are an appropriate source for repayment of the debt.

## Attachment E

**UCF Finance Corporation**  
**Burnett Biomedical Research Facility**  
**Historical and Projected Debt Service Coverage**

	Historical Summary					Five-Year Projections				
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Principal	1,130,000	1,175,000	1,240,000	1,295,000	1,355,000	1,415,000	2,452,000	2,515,000	2,579,000	2,645,000
Interest	2,639,805	2,527,709	2,492,373	2,430,951	2,359,391	2,365,468	1,605,506	1,542,980	1,478,847	1,413,083
<b>Total Debt Service</b>	<b>3,769,805</b>	<b>3,702,709</b>	<b>3,732,373</b>	<b>3,725,951</b>	<b>3,714,391</b>	<b>3,780,468</b>	<b>4,057,506</b>	<b>4,057,980</b>	<b>4,057,847</b>	<b>4,058,083</b>
Overhead Revenue	20,144,381	19,267,600	17,765,419	17,955,527	18,235,494	18,600,000	19,530,000	20,510,000	21,540,000	22,620,000
<b>Pledged Revenues</b>	<b>20,144,381</b>	<b>19,267,600</b>	<b>17,765,419</b>	<b>17,955,527</b>	<b>18,235,494</b>	<b>18,600,000</b>	<b>19,530,000</b>	<b>20,510,000</b>	<b>21,540,000</b>	<b>22,620,000</b>
<b>Coverage Ratio</b>	5.34	5.20	4.76	4.82	4.91	4.92	4.81	5.05	5.31	5.57
Required Coverage Ratio	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25

Attachment F

**Negotiated Sale Explanation**

If a request is made to employ a negotiated method of sale, an analysis must be provided supporting the selection of this method that includes a discussion of the factors set forth in section IV of the BOG Debt Management Guidelines.

The following are the reasons that favor a negotiated sale over a competitive Sale. Pursuant Board of Governors' analysis of:

The financing is being structured as a bank loan / private placement under a competitive bid process. The University will solicit bids from qualified financial institutions to provide for bank financing. The ITN will seek interest rates for both a 7 and 10 year with the ability for the bank to put or reset the rate after the initial interest rate period.

A bank loan structure was chosen because of the following reasons.

- 1) Under a bond issue a fully funded cash reserve equal to the maximum annual debt service of approximately \$4.8 million would need to be funded resulting in higher debt service and negative savings.
- 2) There is no guarantee that the bonds would receive an underlying rating of A- or A3 from either Standard and Poor's or Moody's.
- 3) Additional restrictive covenants might be required.

**ITEM: FF-8**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Campus Concessions Food Services Management Agreement

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approve a 10-year negotiated agreement to provide concessions at Spectrum Stadium, CFE Arena, and other UCF Athletics venues.

**BACKGROUND INFORMATION**

The current concessions food service contract is expiring in August 2017. The university published an Invitation to Negotiate, which closed on May 3, 2017. The proposed 10-year contract has been negotiated with the evaluation committee after extensive review of all proposals. This contract represents significant capital dollars to improve concession spaces in both Spectrum Stadium and CFE Arena while also offering substantial revenue sharing through commissions.

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**Supporting documentation:** None

**Prepared by:** Rick Falco, Director, Student Union

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

**ITEM: FF-9**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Amendment to Sublease Agreement between UCF and Pegasus Hotel  
LLC

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approve the attached amendment to the sublease agreement with Pegasus Hotel LLC for an on-campus hotel and conference center.

**BACKGROUND INFORMATION**

The original sublease agreement was approved by the Board of Trustees at the November, 29, 2015, board meeting. In order to obtain financing, the developer has asked to increase the size of the hotel from 135 rooms to approximately 179 rooms. This amendment will 1) extend the date by which construction must commence from June 22, 2017, to September 29, 2017; 2) expand the leased property by .6 acres for additional parking; and 3) increase the annual base ground rent from \$200,000 to \$265,200.

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**Supporting documentation:** Attachment A: Contract Amendment

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

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

**FIRST AMENDMENT TO SUBLEASE AGREEMENT**

This **FIRST AMENDMENT TO SUBLEASE AGREEMENT** (“**First Amendment**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES** (“**Landlord**” or “**University**”), and **PEGASUS HOTEL LLC**, a Delaware limited liability company (“**Tenant**”).

**WHEREAS**, Landlord and Tenant are parties to a Sublease Agreement (the “**Sublease Agreement**”) having an effective date on or about June 22, 2016 (the “**Effective Date**”), pursuant to which Landlord leased to Tenant a portion of the University of Central Florida campus (the “**Campus**”) for the purpose of Tenant constructing and operating on the Campus a Hotel/Conference Center; and

**WHEREAS**, Landlord and Tenant have agreed to modify the Sublease Agreement as set forth in this First Amendment, to provide for an extension of the time within which the Hotel/Conference Center construction must begin, to modify the legal description to accommodate parking for a slightly larger Hotel/Conference Center, and to increase the Base Rent to reflect the increased size and area of the Hotel/Conference Center.

**NOW THEREFORE**, in consideration and mutual covenants herein set forth, and other good and valuable consideration, the parties agree as follows:

1. Recitals; Defined Terms. The above recitals are incorporated into this First Amendment by reference, and the parties agree that the defined terms set forth in the Sublease Agreement shall have the same meaning in this First Amendment unless otherwise required hereby.

2. Commencement of Construction. The provisions of Section 4.1.1 and of 4.6 of the Sublease Agreement which require commencement of construction of the Hotel/Conference Center, subject to Force Majeure, by one (1) year after the Effective Date are hereby modified to require commencement of construction no later than Friday, September 29, 2017, subject to Force Majeure and to any written Landlord approval for further extension in Landlord’s sole discretion.

3. Minimum Requirements for Hotel/Conference Center. Section 4.4 of the Sublease Agreement is amended to read as follows:

The Hotel/Conference Center shall contain a minimum of 95,000 square feet and a maximum of 125,000 square feet under roof and will provide a minimum of 135 guest rooms; Kitchen and dining facilities to support the guest rooms and conference facilities; bar and lounge facilities; a minimum of 4 conference rooms accommodating a minimum of 10 people each; a 5000 square foot ballroom, divisible into 4 sections and capable of accommodating a minimum of 700 persons standing, and a minimum of 180 surface parking spaces and a maximum of 225 parking spaces for guests and employees.

4. Legal Description; Landscape Easement. The legal description of the “Property” which is referenced in Section 1.1 of the Sublease Agreement and described on the first page of Exhibit “A” is hereby modified and amended to read as set forth on the **Exhibit “A”** attached to this First Amendment. The Landscaping Easement that is shown on the Exhibit A-1 site plan attached to the Sublease Agreement is extended northerly along the east and west boundaries of the Property to include the areas between the modified legal description of the Property and the adjacent rights of way.

5. Base Rent Increase. The annual Base Rent amount of \$200,000 that is applicable after the first two years of the Sublease Term, as set forth in Section 3.1 of the Lease, is hereby increased to \$265,200.00.

6. Miscellaneous. Except as herein modified and amended, the Sublease Agreement shall remain in full force and effect in accordance with its terms. If and to the extent that the Sublease Agreement may be deemed to have “automatically terminated” pursuant to Section 4.6 of the Sublease Agreement, the Sublease Agreement is hereby reinstated ab initio and any such termination shall be null and void and of no further force and effect. The provisions, terms, or conditions of this First Amendment shall not be construed as a consent of the State of Florida to be sued and no such consent is granted except as provided by Florida Statutes or case law. The Sublease Agreement shall be governed by Florida law, and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

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

**UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

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

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Signature

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

Approved as to form and legality:

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

**[Attached to First Amendment]**

**PEGASUS HOTEL LLC**, a Delaware limited liability company

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Signature

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

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

A portion of Section 3, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the South Quarter Corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; thence South 89°30'24" West, a distance of 1195.08 feet along the South line of the Southwest Quarter of said Section 3 to a point on the Easterly Right of Way of State Road 434 per Florida Department of Transportation Right of Way Map section 75037-2501; thence the following Four (4) courses and distances along said Easterly Right of Way: North 14°50'32" West, a distance of 65.92 feet; thence North 59°24'26" West, a distance of 60.17 feet to a point on a non-tangent curve concave Westerly, having a radius of 11394.16 feet, a central angle of 00°10'34" and a chord bearing of North 01°18'40" East; thence from a tangent bearing North 01°23'57" East, Northerly 35.02 feet along the arc of said curve to the point of tangency thereof; thence North 01°13'23" East, a distance of 79.61 feet; thence departing said Right of Way South 89°59'13" East, a distance of 23.99 feet to the POINT OF BEGINNING; thence North 01°12'54" East, a distance of 54.20 feet; thence North 01°04'23" West, a distance of 199.25 feet; thence North 01°02'40" East, a distance of 122.77 feet; thence North 00°09'44" East, a distance of 375.75 feet; thence North 00°37'14" East, a distance of 270.62 feet; thence South 88°42'25" East, a distance of 287.70 feet; thence South 28°12'37" West, a distance of 128.74 feet; thence South 11°25'55" West, a distance of 126.73 feet to a point on a non-tangent curve concave Easterly, having a radius of 469.77 feet, a central angle of 09°40'15" and a chord bearing of South 06°04'46" West; thence from a tangent bearing South 10°54'54" West, Southerly 79.29 feet along the arc of said curve; thence South 01°14'30" West, a distance of 92.77 feet to a point on a non-tangent curve concave Easterly, having a radius of 468.33 feet, a central angle of 08°01'18" and a chord bearing of South 02°46'10" East; thence from a tangent bearing South 01°14'29" West, Southerly 65.57 feet along the arc of said curve; thence South 29°58'36" East, a distance of 372.45 feet; thence South 44°25'26" West, a distance of 166.65 feet; thence North 87°43'34" West, a distance of 6.70 feet; thence South 44°25'26" West, a distance of 140.10 feet; thence North 89°59'13" West, a distance of 162.75 feet to the POINT OF BEGINNING.

Containing 5.92 acres, more or less.

**ITEM: FF-10**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Financing of Solar Farm

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

The UCF Finance Corporation requests approval to finance an amount not to exceed \$14,700,000 for the construction of a solar farm.

**BACKGROUND INFORMATION**

The University of Central Florida publicly committed to reducing its impact on the environment in 2007 by agreeing to become climate neutral by 2050. The UCF Climate Action Plan contains an interim goal to satisfy at least 15 percent of campus energy demand from onsite renewables by 2020. This project would meet and surpass this goal while reducing the cost of operations for the university.

The 40-to-50-acre site, located in the southeast corner of the main campus, is to be developed into a solar farm capable of producing 10 to 12 megawatts of clean renewable energy. The project is expected to produce in excess of 22 million kilowatt hours of energy annually, which would result in approximately \$2.1 million of energy savings each year based on current energy prices.

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**Supporting documentation:** Attachment A: Draft Board of Trustees Resolution  
Attachment B: Sources and Uses  
Attachment C: Estimated Debt Service  
Attachment D: Description of Security  
Attachment E: Five-year Historical and Forecasted Revenues  
Attachment F: Negotiate Sale Explanation  
Attachment G: Proposed 50-Acre Solar Farm Report

**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

## Board of Governors - Debt Management Guidelines

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*University of Central Florida*

1. A resolution of the DSO board of directors approving the debt issuance, if applicable, and a resolution of the university Board of Trustees (the "BOT") approving the debt issuance and authorizing the university to request BOG approval of the debt issuance. *For debt to be issued by DBF, at the request of the university, DBF staff will work with BOG staff and the university to determine a not to exceed amount of debt to be included in the BOT requesting resolution to the BOG and in preparing required debt service and source and use schedules.*

## Board of Governors - Debt Management Guidelines

*University of Central Florida*

**A RESOLUTION AUTHORIZING THE FINANCING OF A RENEWABLE POWER PROJECT AND REQUESTING THE FLORIDA BOARD OF GOVERNORS TO APPROVE THE FINANCING OF SUCH PROJECT, PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CENTRAL FLORIDA:**

**Section 1.** The Board of Directors (the "Board of Directors") of the UCF Financing Corporation (the "DSO") established by the Board of Trustees (the "Board") of the University of Central Florida (the "University") hereby authorizes the financing of a renewable energy project and requests the Board of Trustees of the University to approve the issuance of revenue bonds or notes in an amount not exceeding \$14,700,000 (the "Debt") for the purpose of financing the construction of a 10-12 megawatt (MW) solar powered electric generation (the "Project") on the UCF main campus.

**Section 2.** The Project consists of a single axis solar array capable of producing 10-12 MW of electrical power to be located on a site containing approximately 40 acres. The Project will generate approximately 18% of the electrical power needed for the University at cost savings when compared to the cost of power from the University's current third party provider. Legislative approval of the Project was obtained pursuant to section 1010.62; Florida Statutes. No proceeds of the Debt will be used to finance operating expenses of the University or the DSO.

**Section 3.** The Debt will be secured by payments from the University pursuant to a power purchase agreement between the DSO and the University. The power will be used to provide the power for the University auxiliary enterprises including housing, parking, and dining. The University will use the revenues from the auxiliary enterprises to repay the Debt. The DSO is legally authorized to secure the Bonds with the revenues to be pledged pursuant to section, 1010.62, Florida Statutes.

**Section 4.** The Debt matures on October 1, 2032. The Project has an estimated useful life of 25 years, which is beyond the maturity of the Debt. Proceeds of the Debt will be used to finance the cost of the Project and pay the costs of issuing the Debt. The Debt will be issued either as public offered bond issue or as a direct private placement with a bank or other financial institution and will bear interest at a fixed rate for the term of the Debt.

**Section 5.** The Debt will be issued as fixed rate debt for a period of fifteen years.

**Section 6.** The Debt will be sold through a negotiated sale in either a public offered bond issue or a direct private placement with a bank or other financial institution. A negotiated sale is necessary due to the unique nature of the market for bank loans. An analysis showing that a negotiated

## Board of Governors - Debt Management Guidelines

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*University of Central Florida*

sale is desirable is attached in Appendix A. Any selection of the underwriter or lender will be accomplished through a competitive selection process.

**Section 7.** The Board of Directors will comply, and will require the DSO to comply, with all requirements of federal and state law relating to the Debt, including but not limited to, laws relating to maintaining the exemption from taxation of interest payments on the Debt.

**Section 8.** The DSO will comply with the Debt Management Guidelines of the University.

**Section 9.** The President and the Executive Director and other members of the Board of Directors and the DSO are hereby authorized to take all actions and steps, to execute all instruments, documents, and contracts, and to take all other actions as they may deem necessary or desirable, in connection with the execution, sale and delivery of the Debt.

**Section 10.** In making the determination to finance the Project, the Board of Directors has reviewed the information attached to Appendix.

**Section 11.** This Resolution shall take effect immediately upon its adoption.

Adopted this \_\_\_\_\_ day of July, 2017.

\_\_\_\_\_  
Secretary

## Board of Governors - Debt Management Guidelines

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*University of Central Florida*

### Appendix A

The following documents have been reviewed by the Board of Trustees prior to the execution of this Resolution:

- a. sources and uses of funds for the Project;
- b. an estimated debt service schedule;
- c. a description of the security supporting repayment and the lien position the debt will have on that security;
- d. a five year history and a five year projection of the pledged revenues and the debt service coverage
- e. a negotiated sale analysis.

Attachment B

Sources and Uses of Funds  
 University of Central Florida  
 Solar Field Proposed Financing  
 Preliminary/ Subject to Change

Bank Loan @ 3.00%

Dated Date 11/15/2017  
 Delivery  
 Date 11/15/2017

Sources:

Bond Proceeds:	
Par Amount	14,641,000.00
	<u>14,641,000.00</u>

Uses:

Project Fund Deposits:	
Project Fund	14,200,000.00
Other Fund Deposits:	
Capitalized Interest Fund (10/1/18)	385,546.33
Cost of Issuance:	
Bond Counsel	20,000.00
Financial Advisor	20,000.00
Bank Counsel	10,000.00
Miscellaneous	5,000.00
	<u>55,000.00</u>
Other Uses of Funds:	
Additional Proceeds	453.67
	<u>14,641,000.00</u>

Board of Trustees Meeting - Reports

Attachment C

Bond Debt Service  
 University of Central Florida  
 Solar Field Proposed Financing  
 Preliminary/ Subject to Change

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 Bank Loan @ 3.00%

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
4/1/2018			165,931.33	165,931.33	165,931.33
10/1/2018			219,615.00	219,615.00	
4/1/2019			219,615.00	219,615.00	439,230.00
10/1/2019	444,000	3.000%	219,615.00	663,615.00	
4/1/2020	450,000	3.000%	212,955.00	662,955.00	1,326,570.00
10/1/2020	457,000	3.000%	206,205.00	663,205.00	
4/1/2021	464,000	3.000%	199,350.00	663,350.00	1,326,555.00
10/1/2021	471,000	3.000%	192,390.00	663,390.00	
4/1/2022	478,000	3.000%	185,325.00	663,325.00	1,326,715.00
10/1/2022	485,000	3.000%	178,155.00	663,155.00	
4/1/2023	493,000	3.000%	170,880.00	663,880.00	1,327,035.00
10/1/2023	500,000	3.000%	163,485.00	663,485.00	
4/1/2024	507,000	3.000%	155,985.00	662,985.00	1,326,470.00
10/1/2024	515,000	3.000%	148,380.00	663,380.00	
4/1/2025	523,000	3.000%	140,655.00	663,655.00	1,327,035.00
10/1/2025	531,000	3.000%	132,810.00	663,810.00	
4/1/2026	539,000	3.000%	124,845.00	663,845.00	1,327,655.00
10/1/2026	547,000	3.000%	116,760.00	663,760.00	
4/1/2027	555,000	3.000%	108,555.00	663,555.00	1,327,315.00
10/1/2027	563,000	3.000%	100,230.00	663,230.00	
4/1/2028	572,000	3.000%	91,785.00	663,785.00	1,327,015.00
10/1/2028	580,000	3.000%	83,205.00	663,205.00	
4/1/2029	589,000	3.000%	74,505.00	663,505.00	1,326,710.00
10/1/2029	598,000	3.000%	65,670.00	663,670.00	
4/1/2030	607,000	3.000%	56,700.00	663,700.00	1,327,370.00
10/1/2030	616,000	3.000%	47,595.00	663,595.00	
4/1/2031	625,000	3.000%	38,355.00	663,355.00	1,326,950.00
10/1/2031	634,000	3.000%	28,980.00	662,980.00	
4/1/2032	644,000	3.000%	19,470.00	663,470.00	1,326,450.00
10/1/2032	654,000	3.000%	9,810.00	663,810.00	
4/1/2033					663,810.00
	14,641,000		3,877,816.33	18,518,816.33	18,518,816.33

Attachment D

**Description of Security**

A description of the security supporting the repayment of the proposed debt and the lien position the debt will have on that security. If the lien is junior to any other debt, the senior debt must be described, and a description of why the debt is proposed to be issued on a junior lien basis must be provided. A statement citing the legal authority for the source of revenues securing repayment must be provided.

The debt is secured by a covenant to annually budget and appropriate from legally available auxiliary and DSO funds received by the Corporation for the payment of utilities.

The debt will not be issued on a junior lien basis.

Legal authority for the source of revenues securing repayment of the bonds is - Florida Statute Section 1010.62(3)(a).

In part Section 1010.62(3)(a) states: A state university or direct-support organization may not issue debt without the approval of the Board of Governors. The Board of Governors may approve the issuance of debt by a state university or a direct-support organization only when such debt is used to finance or refinance capital outlay projects. The debt may be secured by or payable only from those revenues authorized for such purpose, including the health fee, the transportation access fee, hospital revenues, or those revenues derived from or received in relation to sales and services of auxiliary enterprises or component units of the university, including, but not limited to, housing, transportation, health care, research or research-related activities, food service, retail sales, athletic activities, or other similar services. Revenues derived from the activity and service fee and the athletic fee may be used to pay and secure debt except that the annual debt service shall not exceed an amount equal to 5 percent of the fees collected during the most recent 12 consecutive months for which collection information is available prior to incurring the debt.

Board of Trustees Meeting - Reports

Attachment E

UCF Finance Corporation  
UCF Solar Farm  
Historical and Projected Revenues

	Historical Summary					Five-year Projections				
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<b>Utility Payments</b>										
DSOs	\$ 1,595,693	\$ 1,689,844	\$ 1,572,724	\$ 1,666,487	\$ 1,666,487	\$ 1,666,487	\$ 1,666,487	\$ 1,666,487	\$ 1,666,487	\$ 1,666,487
Auxiliaries	3,374,592	3,642,707	3,358,768	3,545,157	3,545,157	3,545,157	3,545,157	3,545,157	3,545,157	3,545,157
<b>Totals</b>	4,970,285	5,332,551	4,931,493	5,211,644	5,211,644	5,211,644	5,211,644	5,211,644	5,211,644	5,211,644
Purchased Cost for Power	4,970,285	5,332,551	4,931,493	5,211,644	5,211,644	5,211,644	2,679,932	2,701,325	2,722,504	2,743,472
Solar Maintenance Cost							117,390	122,278	127,370	132,676
<b>Total Operating Costs</b>	4,970,285	5,332,551	4,931,493	5,211,644	5,211,644	5,211,644	2,797,322	2,823,603	2,849,874	2,876,148
<b>Net Increase and Decrease</b>	-	-	-	-	-	-	2,414,322	2,388,042	2,361,770	2,335,496
<b>Debt Service</b>	-	-	-	-	-	165,931	439,230	1,326,570	1,326,555	1,326,715
<b>Coverage Ratio</b>	-	-	-	-	-	-	5.50	1.80	1.78	1.76
Required Coverage Ratio	-	-	-	-	-	-	1.20	1.20	1.20	1.20
Internal Rate of Return	15%									

\*Capitalized interest will cover debt service through the construction period and the first six months of operations.

## Attachment F

**Board of Governors - Debt Management Guidelines****DRAFT**  
**6/28/17***University of Central Florida*

16. If a request is made to employ a negotiated method of sale, an analysis must be provided supporting the selection of this method that includes a discussion of the factors set forth in section IV of the BOG Debt Management Guidelines.

The following are the reasons that favor a negotiated sale over a competitive Sale. Pursuant Board of Governors' analysis of:

The financing is being structured as a bank loan / private placement under a competitive bid process. The University will solicit bids from qualified financial institutions to provide for bank financing. The ITN will seek a fixed interest rates for the life of the financing (15 years)

A bank loan structure was chosen because of the following reasons.

- 1) Under a bond issue a fully funded cash reserve equal to the maximum annual debt service of approximately \$1.4 million would need to be funded resulting in higher debt service and negative savings.
- 2) There is no guarantee that the bonds would receive an underlying rating of A+- or A1 from either Standard and Poor's or Moody's.
- 3) Additional restrictive covenants might be required.

Market Conditions	Conditions Favoring a Competitive Sale	Conditions Favoring a Negotiated Sale	Sales Type Favored by Conditions	Explanation
Interest Rates	Stable; Predictable Market	Volatile or Declining	N/A	Seeking a 15 year fixed rate with the ability to prepay prior to maturity.
Supply and Demand	Strong Investor Demand, Good Liquidity, Light Forward Calendar	Oversold Market, Heavy Supply	N/A	



UNIVERSITY OF CENTRAL FLORIDA

# Proposed 50-Acre Solar Farm

*Prepared Exclusively for UCF's Board of Trustees.*

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JULY, 2017 • FACILITIES AND SAFETY

## UCF Solar Farm

The university has been tracking the solar industry for many years, and is currently evaluating constructing a solar photovoltaic (PV) power generation facility of at least 12.9MW DC capacity on a 40-50-acre plot of isolated land on the main campus. The recent and dramatic reduction in the cost of solar modules makes the project economically attractive. Each year of its 25-year life, a 12.9MW project would generate energy savings in excess of \$2.5M, which could be used to offset other university expenses, once the original investment is repaid. Depending on final design, the site could accommodate up to 18MW, making the project even more economically attractive. The project could either be self-funded or funded through a business loan. Another option is leasing, which would not require any university capital or debt, but would result in slightly reduced net economic value. The analysis presented here reflects a worst-case scenario; it does not account for any potential governmental subsidies or tax credits.

### **Distinct Approach to Campus Enterprise Energy Management**

Since Dr. Hitt's climate commitment in February 2007, the university has reduced its main campus energy use by 36.3%, yielding \$25M in avoided energy costs. Today, the university's core objective remains aggressively curbing campus utility costs through high-performance buildings, re-investment of energy savings into capital energy efficiency projects, participation in utility demand-side management incentive programs, use of alternative fuels, incorporating peak demand shifting with thermal energy storage, and building commissioning processes to ensure the building and systems function and operate as designed. Equally important is the university's continued focus on campus resiliency through strengthening its utility infrastructure, influencing behaviors that reduce energy consumption and greenhouse gas emissions, and reducing energy costs through active negotiations and rate tariff management. To date, the university has completed over 53 energy efficiency capital projects, with 20 more to be implemented in the next 20 months. Through these efforts, the university has reduced its electrical cost per square foot by 40% and total energy cost by 21% since 2007, with many of the energy efficiency upgrades returning 7%- 25% on investment.

Today, the university has (19) LEED-certified buildings (13 Gold, 5 Silver, 1 Certified), representing 21% of the campus's total heated and cooled space.

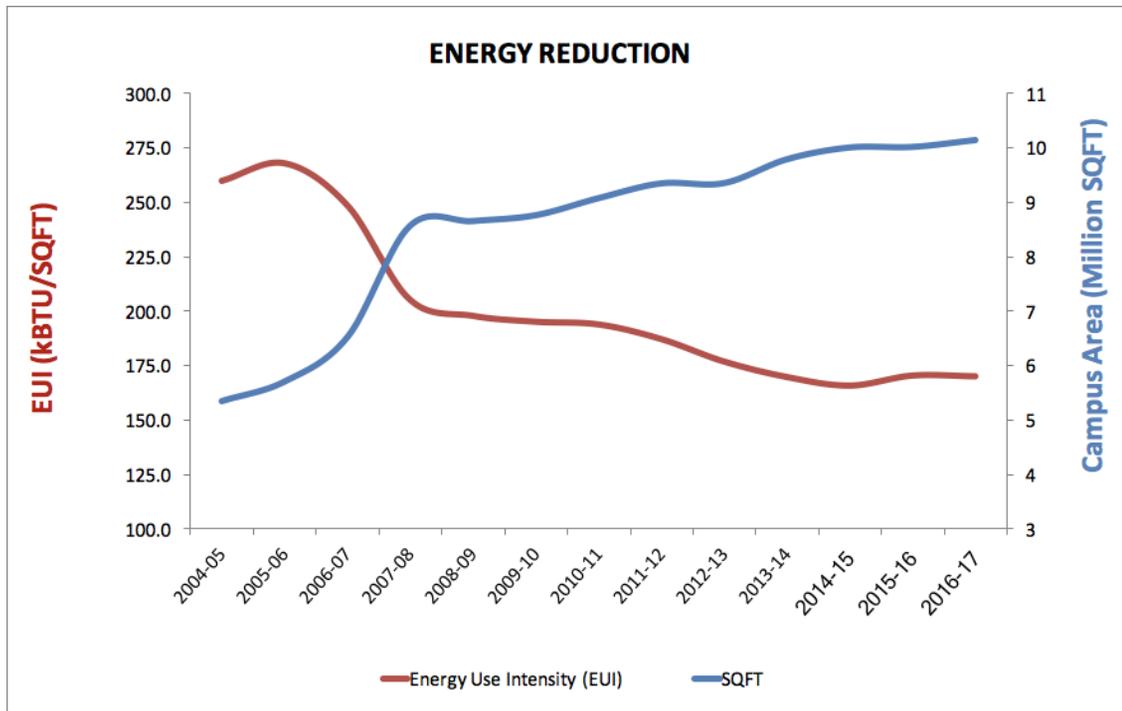


Figure 1: UCF's campus growth is represented in gross square feet by the blue line, and the energy intensity is represented in the red line, showing a 36% reduction in total energy use dating back to UCF's 2006 Baseline

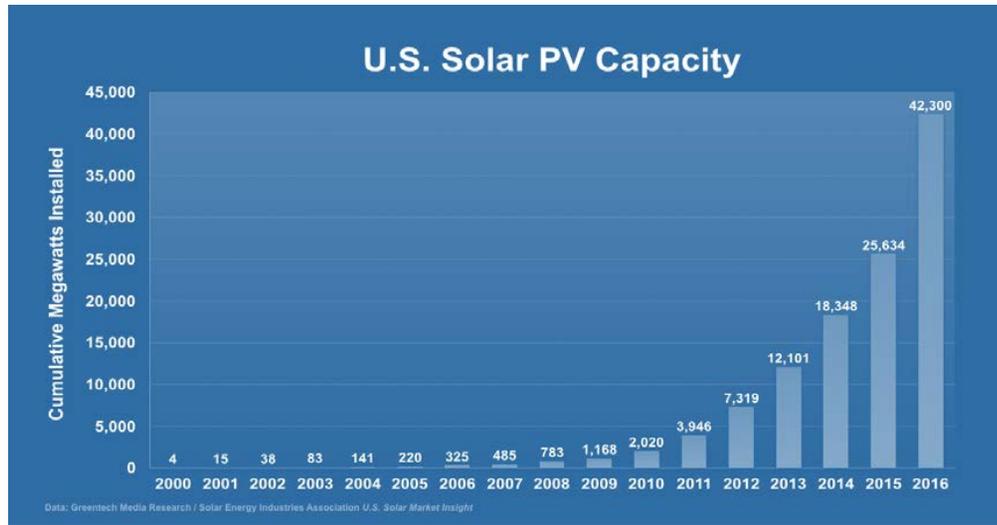
**Cost Effectiveness**

Over the past 40 years, the cost of solar PV panels have decreased by over 99 percent. In fact, solar PV prices fell 80 percent between 2009 and 2016. Because of these significant reductions, the cost of solar electricity is increasingly falling within the range, or even spanning a lower range, than fossil fuel-fired electricity generation costs in many parts of the world.



Because of the significant cost reductions, the use of solar power has grown dramatically in recent years in the United States and many other countries around the world. In 2015, for the first time ever, solar ranked as the number one source of new electric-generating capacity added in the US, accounting for 39% of all new capacity added in the country during that year. In 2016, solar added 14,800 MW of capacity in the US, pushing the total installed capacity to 42.4 GW.

Utility companies in Florida are now investing in solar energy due to the low cost. Duke Energy has announced that it is planning to install 750 MW in the next 10 years. Florida Power and Light plans to add 300 MW of solar in Florida in 2017. Orlando Utilities Commission is also adding 13MW of solar capacity in Central Florida.



## Project Background

The university has been deploying small pilot PV projects for more than 15 years. The most recent and largest PV installation on campus was a 107KW system, adjacent to Parking Garage B, which resulted from a partnership between the university and Progress Energy (prior to Progress being absorbed by Duke Energy). The cost of that system was in excess of \$6 per watt, whereas the currently proposed system would only be \$1.10 per watt; a prime example of how the costs of PV modules have reduced dramatically in recent years.

Facilities and Safety, in collaboration with UCF's Department of Electrical and Computer Engineering and the Florida Solar Energy Center, produced economic and performance simulations that confirmed last fall strong project potential, which warranted tentative design and preliminary interconnection discussions with Duke Energy Florida regarding the project. Duke Energy has been receptive and cooperative, offering two vehicles by which UCF can connect its solar generation to the grid: 1) through Federal Energy Regulatory Commission status as a Qualified Facility; and 2) through Florida Public Service Commission regulations as a "net-metered" solar installation. Although both paths have advantages and disadvantages, it seems likely that the project will pursue a Qualified Facility status.

### **Project Selection**

As mentioned above, the university has been tracking and modeling the economic viability of this project, and costs have continued to fall. The current economics, market conditions, and shift in utility paradigm make it an ideal time to pursue this project. Pursuant to Board of Governors' regulations, UCF used a qualifications-based selection procedure to select a company to perform solar analysis and development, with follow-on engineering, procurement and construction. ESA Renewables, LLC, of Sanford, Florida, was the successful proposer. A contract will be issued, pending Board of Trustees approval.

### **Project Economics**

In addition to the positive economics of the present and predictable future, this project provides higher certainty into the long-term future of UCF energy costs. Increases in electricity demand are likely, driven particularly by improvements in energy storage and the resulting electrification of transportation. There is also uncertainty in fossil-fuel powered electric generation stemming from climate concerns and changes in extraction technology. Therefore, utility providers will come under increasing pressure to restructure their business models, resulting in higher rate uncertainty for their customers. Self-generation projects, such as the combined heat and power (CHP) plant and PV project, are an excellent risk control strategy for the university.

The nominal 12.9MW solar farm is estimated to produce more than 24.7M kilowatt hours of renewable energy in its first year of operation, valued at more than \$2,383,000 based on the current Duke Energy rate. Over the life of the project, the solar farm is expected to produce 581,915,000 kWh, valued at \$71,576,750. Details are set forth in Appendix A.

### **Definitions for AROI Calculation**

**Value of energy:** the total accumulated energy produced by the plant over the life of the project, with an annual ½ percentage PV degradation factor, multiplied by the blended energy rate from Duke Energy, computed from recent UCF utility bills.

**Salvage value:** the anticipated value of the assets at the end of the project life, as well as the value of the improvements made to the land. At the end of the project's life, the land will be cleared and graded, with electrical service and access roads in place. (Note the existing onsite threatened species will be relocated prior to construction.)

**Debt service:** all principal and interest payments over the 8-year life of the loan. The length of the loan was chosen to minimize interest charges, while maintaining positive cash flow throughout the life of the project.

**Maintenance costs:** the total anticipated costs to maintain and operate the facility. This includes landscape operations to maintain the turf, maintenance of the security fencing, and troubleshooting and repair of the electrical components required to maintain the plant output. The major components (modules and inverters) will have a 25-year warranty.

**Life of Project:** 25 years. The major components, including all solar modules and inverters, will be purchased with a twenty-five year warranty. However, the power output of PV modules does decrease over time, so a conservative ½ percentage per year degradation factor has been applied. Depending on the efficiency advancements in the solar industry, the modules may be replaced prior to 25 years.

**Return on Investment**

The annualized return on investment was calculated to characterize the economic viability of the nominal-sized project. To provide the most accurate analysis, the project was considered over its useful life of 25 years. As proposed, the project would use no university capital. Two means of financing have been explored: a traditional bank loan for an eight (8) year period, and a closed-end commercial lease for a fifteen (15) year period. A traditional eight (8) year bank loan was chosen for this analysis to minimize the interest charges, while maintaining a positive cash flow over the life of the project. The traditional bank loan is also considered to be the more expensive option and, therefore, the worst-case scenario.

$$\text{Annualized return on investment} = \frac{(\text{Value of Energy} + \text{Salvage Value}) - (\text{Debt Service} + \text{Maint. Cost})}{(\text{Debt Service} + \text{Maint. Cost})} / \text{Life of Project}$$

$$\text{Annualized return on investment} = \frac{(71,576,760 + 5,000,000) - (16,376,942 + 1,603,181)}{(16,376,942 + 1,603,181)} / 25 = 13.0\%$$

**Return on Investment, Including Cost of Land**

At the Board’s request, an additional return on investment calculation including the value of the land is provided below. An appraisal performed in June, 2017 by Cushman and Wakefield shows the market value of the land estimated at \$7,600,000, or \$152,024 per

acre. The hypothetical annual lease rate for a 25-year period is estimated at \$440,200. If the opportunity cost of the hypothetical lease is considered in the economic analysis, the return on investment is reduced accordingly:

$$\text{Annualized return on investment} = \frac{(71,576,760 + 5,000,000) - (16,376,942 + 1,603,181 + 11,005,000)}{(16,376,942 + 1,603,181 + 11,005,000)} \times 25 = 6.6\%$$

### Energy Rate Structures

The following table compares the current Duke Energy rate structure to the nominal proposed solar farm, as well as to the existing main campus CHP and possible second CHP.

	Duke Energy	UCF CHP (5.5MW)	Proposed Solar Farm (12.9MW)	Proposed 2nd UCF CHP (11MW) ****
<b>Investment (per KW)</b>	N/A	\$2,321	\$1,100	\$1,595
<b>Annual Fuel Cost</b>	N/A	\$1.5M	\$0	\$3.6M
<b>Annual O&amp;M</b>	N/A	\$1.0M	\$50K	\$1.3M
<b>Annual Debt Service</b>	N/A	\$1.0M	\$2.0M	\$2.2M
<b>Annual Cost Avoidance</b>	N/A	\$1.5M	\$2.4M	\$3.1M
<b>(Levelized)</b>	*\$0.097	**\$0.052	\$0.039	**\$0.079

<b>Cost per kWh - 25 Years</b>				
<b>ARO I</b>	N/A	***5.9%	13.3%	***2.1%
<b>Advantages</b>	Reliability; low risk	Lower energy cost**	Lower energy cost; energy cost fixed over project life; reliability; predictable performance; low maintenance	Lower energy cost**
<b>Disadvantages</b>	High energy cost; rates expected to rise	Savings subject to market gas prices; high complexity; standby charges	Intermittency of power; short-term investment of funds and land	Savings subject to market gas prices; high complexity; standby charges

Notes to reader:

\* Subject to Public Service Commission Rate Case Filings and approvals

\*\* Subject to Natural Gas Market Prices

\*\*\* Based on the average actual gas purchased by UCF over the past four years

\*\*\*\* See Appendix C - Excerpt taken from Mitsubishi Heavy Industries (MHI) and Mitsubishi Engine North America (MENA).

### Economic Summary

Total Installed Cost	\$14,190,000
Per Unit Cost:	\$1.10/W
Net Present Value:	\$26,027,250
Year 1 Net-to-Grid:	24,703,512 kWh AC
Nominal Levelized Cost of Energy:	3.87 cents/kWh

Payback Period:	5.9 years
AROI:	13.0%

### **Highest and Best Use of Land**

The 40-50 acre plot of land that has been slated for the solar farm is currently covered by flatwood vegetation. The site is vacant, has no access to utilities, and is completely inaccessible to vehicles. It is highly unlikely that the university would need to construct buildings on this plot during the project lifetime. It is even more unlikely that the university would need this plot within the short, eight (8) year payback period.

The University of Central Florida 2015-25 Campus Master Plan Update has identified buildable sites that are projected to meet the university's needs for the foreseeable future. For ease of reference, the identified buildable sites are illustrated in Appendix B. The surface of Parking Lots C and D are master planned to be home to approximately 470,000 gross square feet of buildings, with readily available utility infrastructure. Additionally, there is a 50-acre parcel located southeast of the softball facility that has been reserved for teaching and research space.

In the unlikely event that the university builds out the existing sites during the project life and needs the solar farm site, the solar modules and racking could easily be decommissioned and removed from the site. The site would then be left in an improved condition; cleared and graded, with electrical utilities and access roads. Even without considering the expected appreciation, the land will be more valuable at project end than it is currently.

### **Environmental Impacts**

There are threatened gopher tortoises currently occupying the proposed project site. The university has met with the Florida Fish and Wildlife Conservation Commission to discuss the gopher tortoise permitting process and costs involved in relocation. The cost of removal and relocation has been incorporated into the project's economic analysis.

The project site would also require clearing. The site is currently mostly flatwood, with a mix of pine and oak trees. All trees removed during construction projects will be replaced in other suitable areas on campus, consistent with University policy. However, due to the number of trees that would be removed for this project, the replacement would likely happen over a period of time, perhaps as much as ten years. Details of the tree replacement plan will be worked out during the design phase of the project. Wetland impacts will be avoided by maintaining appropriate setbacks and by installing silt-fence to protect against erosion during construction.

The project will have a perimeter security fence to protect the site and associated equipment. The fencing is planned to be elevated a few inches above the ground to allow small animals, including gopher tortoises, to access and inhabit the site once construction is complete. There is also potential interest within the biology department regarding the submission of research proposals to study the environmental impacts of large-scale solar PV projects.

### **Engagement with Students and Research - a Living Lab**

The solar farm project will directly support the university's academic mission in many ways. It will be a concrete, visual reminder of the importance of energy in our lives, and the obligation of the university to lead the way in sustainability through new technology development and deployment. Engineering and science courses will be able to include actual real-time data in various case study assignments; senior design project teams could develop everything from drone-mounted monitoring to automated maintenance systems; biological science students could be involved in developing an optimum ground cover for this climate and application; and graduate students of many disciplines would have excellent data sets for new analytical techniques in their thesis work.

Research programs will have a unique platform and advantage in making highly competitive proposals. A prime example is our multi-disciplinary Resilient, Intelligent and Sustainable Energy Systems (RISES) Faculty Cluster, which involves the collaboration of five UCF colleges, and includes faculty disciplines in Electrical Engineering, Civil Engineering, Electro Optics, Public Policy and Economics. Examples of RISES Cluster proposals to DOE (now pending award) that will benefit from the solar farm include "Utility-Scale Plug and Play PV" under their Rapid Deployment program, and Solar Forecasting under their Wholesale Utility Markets program.

### **Public Relations**

The university's commitment to Leadership in Energy and Environmental Design (LEED) and sustainability has recently been recognized in the community. UCF's Department of Utilities and Energy Services (UES) was recently recognized as a *Forward Thinking Business*, and was honored by the US Green Building Council's Central Florida Chapter with its "Public Organization - Green Business of the Year Award" in February 2017. UES, along with UCF's Facilities Planning and Construction, was also honored by the US Green Building Counsel for the Global UCF project; which was awarded *LEED for New Construction Most Outstanding Project of the Year*. The two departments were also given the *Sustainable Development Merit Award* in February of 2017 by Orange County. This project would build on the university's reputation for commitment to sustainability.

### **Impact on Other Duke Customers**

The solar farm will have a positive effect on Duke Energy's transmission, distribution, and generation resources. During the cooling season, peak solar conditions coincide nicely with the time of day when the utility companies struggle to meet the peak demands of their customers. The solar farm will lower that demand, allowing Duke Energy to utilize less expensive and cleaner generation assets.

Development of utility rates and the assignment of customer classes is complex and entirely regulated by the Public Service Commission. However several guiding principles apply, including: 1) the intention that one class of customers not subsidize another; and 2) that primary energy costs, in the form of purchased fuel (mostly natural gas, for Duke Energy) be essentially a pass-through, thus the frequent changes in "Fuel Cost Recovery Factor." Also, the fixed and variable costs of energy conversion (from fuel to electricity) and delivery are effectively unbundled.

The university's PV production will not transfer costs to other customers. Duke Energy will not have to build any new facilities, and because of the predictability of solar output, the direct correlation between clouds (lower solar output) and less electric air conditioning load (less generation needed), no generation equipment will have to be maintained in ready "standby mode." Though the university will purchase less energy from Duke, Duke will in turn purchase (at least) proportionately less fuel energy from suppliers. In fact, for several reasons, Duke, and therefore their customers, will enjoy lower incremental costs of generation during peak periods and lower losses in transmission and distribution.

### **Summary**

The university has an amazing opportunity to reduce operating costs, secure its energy future, reduce economic risk, protect our environment, and instruct/inspire our students. The project supports the university's core mission by decreasing operational costs, driving fiscal stewardship, and effectively mitigating risk by achieving partial self-sustainability. The project's location, design and other attributes would provide a live-lab learning platform for many of the engineering and environmental degree disciplines, making UCF unique in the Florida State University System. The university will lock in over 15% of its current energy supply at a fixed cost for the next 25 years and is expected to save the university over \$53,000,000. Therefore, it is highly recommended that the Board of Trustees approve the solar farm project, based the above benefits, plus the favorable return on investment and positive cash flows throughout its useful life.

### Appendix A

### Solar Farm EXCEL Proforma

Financial Projection - UCF Solar Project																										
Assumptions Data																										
KW Size of System	12,900																									
Price Per Watt	\$1.100																									
Turnkey Price	\$14,190,000																									
Est. System Production Kwh/Kw DC	1,915																									
Est. System KWh Production Yr 1	24,703,500																									
Current Cost of Energy from Utility	\$0.0965																									
Annual System Degradation	0.50%																									
Utility Rate Annual Cost Escalation %	2.00%																									
Operation and Maintenance Cost	\$50,052	Total cost	\$14,190,000																							
O&M Escalation %	2.0%	% Equity	0%																							
Annual O&M Services \$/Watt	\$0.0388	% Financed	100%																							
Inflation Rate	2.5%	Financed	\$14,190,000																							
Discount Rate	5.0%	Years	8																							
Accumulated Cash Flow at year 15	\$22,497,330	Interest Ra	3.3%																							
Accumulated Cash Flow at year 25	\$53,596,638	Annual Lod	\$2,047,118																							
YEAR-->																										
VALUE OF ENERGY PRODUCED \$	2,383,888	2,419,408	2,455,457	2,492,043	2,529,175	2,566,859	2,605,106	2,643,922	2,683,316	2,723,297	2,763,875	2,805,056	2,846,852	2,889,270	2,932,320	2,976,011	3,020,354	3,065,357	3,111,031	3,157,385	3,204,430	3,252,176	3,300,634	3,349,813	3,399,726	
LOAN ANNUAL PAYMENT \$	2,047,118	2,047,118	2,047,118	2,047,118	2,047,118	2,047,118	2,047,118	2,047,118	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Expenses:																										
Insurance Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual O&M Services	-50,052	-51,053	-52,074	-53,116	-54,178	-55,261	-56,367	-57,494	-58,644	-59,817	-61,013	-62,233	-63,478	-64,748	-66,043	-67,363	-68,711	-70,085	-71,487	-72,916	-74,375	-75,862	-77,379	-78,927	-80,506	
Total Operating Expenses	-50,052	-51,053	-52,074	-53,116	-54,178	-55,261	-56,367	-57,494	-58,644	-59,817	-61,013	-62,233	-63,478	-64,748	-66,043	-67,363	-68,711	-70,085	-71,487	-72,916	-74,375	-75,862	-77,379	-78,927	-80,506	
Cash Flow \$																										
Annual Savings	336,770	372,290	408,339	444,925	482,057	519,742	557,988	596,804	2,683,316	2,723,297	2,763,875	2,805,056	2,846,852	2,889,270	2,932,320	2,976,011	3,020,354	3,065,357	3,111,031	3,157,385	3,204,430	3,252,176	3,300,634	3,349,813	3,399,726	
Operating Expenses	-50,052	-51,053	-52,074	-53,116	-54,178	-55,261	-56,367	-57,494	-58,644	-59,817	-61,013	-62,233	-63,478	-64,748	-66,043	-67,363	-68,711	-70,085	-71,487	-72,916	-74,375	-75,862	-77,379	-78,927	-80,506	
After Tax Cash Flow	286,718	321,237	356,265	391,810	427,879	464,480	501,621	539,310	2,624,672	2,663,481	2,702,861	2,742,823	2,783,374	2,824,522	2,866,277	2,908,648	2,951,643	2,995,272	3,039,544	3,084,469	3,130,056	3,176,314	3,223,255	3,270,886	3,319,220	
Cumulative Cash Flow	286,718	607,955	964,220	1,356,030	1,783,909	2,248,389	2,750,010	3,289,320	5,913,992	8,577,473	11,280,334	14,023,157	16,806,530	19,631,053	22,497,330	25,405,978	28,357,621	31,352,893	34,392,438	37,476,907	40,606,963	43,783,277	47,006,532	50,277,418	53,596,638	
Energy Production:																										
YEAR-->																										
Est. Annual Energy Production kWh	24,703,500	24,579,983	24,457,083	24,334,797	24,213,123	24,092,058	23,971,597	23,851,739	23,732,481	23,613,818	23,495,749	23,378,270	23,261,379	23,145,072	23,029,347	22,914,200	22,799,629	22,685,631	22,572,203	22,459,342	22,347,045	22,235,310	22,124,133	22,013,513	21,903,445	
Utility Rate \$ per kWh	0.09650	0.09843	0.10040	0.10241	0.10445	0.10654	0.10867	0.11085	0.11307	0.11533	0.11763	0.11999	0.12239	0.12483	0.12733	0.12988	0.13247	0.13512	0.13783	0.14058	0.14339	0.14626	0.14919	0.15217	0.15521	
Cumulative kWh Production	24,703,500	49,283,483	73,740,565	98,075,362	122,288,485	146,380,543	170,352,140	194,203,880	217,936,360	241,550,178	265,045,928	288,424,198	311,685,577	334,830,649	357,859,996	380,774,196	403,573,825	426,259,456	448,831,658	471,291,000	493,638,045	515,873,355	537,997,488	560,011,001	581,914,446	

## Appendix B

### Future Campus Academic Growth Masterplan



Figure 2: The university has 66.85 acres identified for future academic building growth that have adequate, and readily available utility infrastructure, or have closer accessibility than the proposed solar farm.

### Appendix C

#### Excerpt taken from Mitsubishi Heavy Industries (MHI) and Mitsubishi Engine North America (MENA) Proposal

Gas engine CHPs vs Electricity cost		Units : US\$	
		Option1	Option2
		18KU30GSI (5.5MW) x 1unit	18KU30GSI (5.5MW) x 2units
No. of Generator Sets		1	2
Total Gross Output (MW)		5.5	11
Equipment price total		4,812,634	9,618,118
		Same scope of supply 1st 5.5MW project (Generator set, Auxiliaries, SCR+Oxidation Cat.+Silencer, Cooling tower, Chiller, Switch gear, Transformer, DC power supply, UPS)	
Genset&Auxiliaries assemble cost at site		140,000	266,000
Installation cost (*1)	Mechanical installation work	1,800,000	2,880,000
	Electrical works	750,000	1,200,000
	Building and civil works (Foundation work and fuel gas line/water line piping work at site side)	1,950,000	2,925,000
Engineering/design costs for power plant at UCF		280,000	336,000
Costs relating to MENA engineers' technical advisory service during installation		70,400	97,200
Costs relating to MHI/MENA's performance of commissioning works		100,000	190,000
Costs relating to MHI/MENA's warranty engineer at site for 1yr		Free of charge	Free of charge
Maintenance costs for life-time (assuming 12 years life-time)(*3)	Parts costs	3,850,280	7,700,560
	Maintenance labor costs(*2)	1,010,880	2,021,760
	Consumables costs (Lubricant oil, LLC, Filters, Urea)	2,812,739	5,625,478
Fuel costs (Fuel costs of US\$5.56/MMBtu)(*3)		21,550,827	43,101,654
①Total life cost for 12yrs		39,127,760	75,961,770
Exclusions from the above cost		Local Taxes/Duties	
Note		(*1) Based on ballpark by construction company "Clancy & Theys". (*2) Work labor fee per hr is \$100. (*3) This estimation based on annual operation 8000Hrs(91% availability) and load factor 100%	
②Electricity cost from power grid for 12yrs (Electricity cost for industrial US\$131/MWh)		63,634,560	127,269,120
Amount of net electricity generation for 12yrs (MWh)		494,327	988,654
Cost of electricity generation by GasE CHP(US\$/MWh)		79	77
Gas engine CHPs cost saving (=②-①)		24,506,800	51,307,350

Note: Actual UCF utility rate is \$96.5 / MWh, therefore cost avoidance for one unit \$47,702,555 (AROI 1.8%), and two units is \$95,405,110 (AROI).

**ITEM: FF-11**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Baseball Stadium Expansion

**DATE:** July 20, 2017

---

**PROPOSED BOARD ACTION**

The university seeks approval to fund internally up to \$3.6 million in construction costs to expand and renovate the baseball stadium.

**BACKGROUND INFORMATION**

This university project will be managed by the UCF Facilities Planning and Construction department using Skanska as the contractor. The project is scheduled to begin in October 2017 and be completed in February 2018.

---

**Supporting documentation:** Attachment A: Funding Schedule

**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

**UCF Baseball Stadium Funding Schedule  
John Euliano Park**

Committed donations – Six-year payment schedule *	\$2,285,000
Outstanding donation proposals	550,000
Projected club seat sales - Six years	<u>810,000</u>
<b>Total projected funding</b>	<b>3,645,000</b>
<b>Total construction costs</b>	<b><u>3,600,000</u></b>
<b>Difference (shortfall)</b>	<b><u>\$45,000</u></b>

\* Includes conditional pledge of \$300,000 to cover any shortfall (to be paid in years seven through nine)

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Amendment to the Revised and Restated Development Agreement with Osceola County Including Appendix B Lease Agreement

**DATE:** July 20, 2017

---

**PROPOSED BOARD ACTION**

Approve the amended and restated development agreement and lease for the advanced manufacturing industry center in Osceola County.

**BACKGROUND INFORMATION**

The United States Department of Commerce Economic Development Administration (EDA) has agreed to provide a \$2,222,412 financial assistance award to co-applicants Osceola County, ICAMR, Inc., and the University of Central Florida to be used for the installation of high-purity process piping, electrical systems, fire alarms, isolation tables, and gas line quality control for the cleanroom at the Florida Advanced Manufacturing Research Center. Accordingly, the development agreement and lease are being revised to reflect these terms, including a memorandum of lease and subordination agreement.

It is anticipated that UCF will be obligated to execute the lease on or about August 1, 2017, and the EDA has premised its approval of the lease upon the terms set forth in this amendment.

This Board of Trustees approved an amended and restated development agreement and lease in May 2017. However, final execution remains pending. Approval today will result in execution of an amended and restated development agreement and lease in the form of the approved May 2017 document, but its having been modified to include the EDA-required terms and the memorandum of lease and subordination agreement.

---

**Supporting Documentation:** Attachment A: Revised and Restated Development Agreement and Lease, compared to UCF BOT prior approval version, and with Memorandum of Lease and Subordination Agreement  
Attachment B: EDA Grant and Modification  
Attachment C: General Summary of Changes

**Prepared by:** Sandra M. Sovinski, Senior Associate General Counsel

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

Attachment A

**DRAFT DATED ~~5/166/20/17~~—TO AGENDAS**

**AMENDED AND RESTATED  
FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER  
DEVELOPMENT AGREEMENT**

**By and Between**

**OSCEOLA COUNTY, FLORIDA**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**

**joined for limited purposes by**

**Florida High Tech Corridor Council, Inc.**

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**AMENDED AND RESTATED  
FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER  
DEVELOPMENT AGREEMENT**

**THIS AMENDED AND RESTATED FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER DEVELOPMENT AGREEMENT** (this "Restated Development Agreement") is made and entered into as of *[to come]*, by and between Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County") and the University of Central Florida Board of Trustees ("UCF"), and joined for limited purposes by Florida High Tech Corridor Council, Inc., a Florida nonprofit corporation ("FHTCC"). Osceola County and UCF are referred to collectively herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, Osceola County seeks to aggressively stimulate economic growth within its jurisdiction by, among other things, promoting the diversification of the Osceola County economy by growing high-wage and high-value added employment opportunities, and especially by growing certain targeted high-value added industries to Osceola County in order to provide a stronger, more balanced, and stable economy; and

**WHEREAS**, Osceola County's adopted Strategic Plan specifically recognizes the importance of higher education, job diversification and increasing the median income for its citizens; and

**WHEREAS**, Osceola County believes that local government should support economic growth by providing an incentive for employment opportunities that will lead to the improvement of the quality of life of the residents of Osceola County and the positive expansion of the economy; and

**WHEREAS**, UCF is a research and educational institution that collaborates for the advancement of research, education, and training opportunities and is supported by the University of Central Florida Research Foundation, Inc. ("UCFRF"); and

**WHEREAS**, UCFRF is a non-profit corporation of the State of Florida, a direct support organization within the definition of Section 1004.28, Florida Statutes, and an instrumentality of UCF, operated exclusively to receive, hold, invest in, and administer property, including both real property and intellectual property, to make expenditures to or for the benefit of UCF, and to promote, encourage, and assist research and development activities of UCF, including the development of research and buildings for such research activities, and to engage in complementary activities, including business incubation, joint research activities with industry, and business development activities for the benefit of UCF, the Central Florida region, and the State of Florida; and

**WHEREAS**, FHTCC is a nonprofit corporation of the State of Florida and a regional economic development initiative of UCF, the University of South Florida and the University of

Florida, whose mission is to grow high tech industry and innovation through partnerships that support research, marketing, workforce and entrepreneurship; and

**WHEREAS**, the Parties recognize the impending expansion of the advanced sensor device market and other advanced manufacturing opportunities, and that the absence of an intentional industry collaborative center coupled with this fast growing and dynamic sector of the technology economy, presents a unique and time sensitive opportunity to achieve broad scale economic impact, a top priority in Osceola County's Strategic Plan; and

**WHEREAS**, the Parties have entered into the Florida Advanced Manufacturing Research Center Development Agreement as of August 25, 2014 (the "Original Development Agreement") for the purpose of constructing and operating a center for technology research and development (the "R&D Center") which will further the research mission of UCF, promote economic diversification, high-technology research and innovation, and foster a vibrant advanced sensor and other advanced manufacturing industry in Osceola County; and

**WHEREAS**, the R&D Center is expected to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs; and

**WHEREAS**, development of the R&D Center can benefit the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County; and

**WHEREAS**, Osceola County currently owns a 165-acre parcel of property, 20 acres of which will be utilized for development of the R&D Center and the balance of which will be reserved to foster an advanced manufacturing industry cluster; and

**WHEREAS**, the Original Development Agreement provided for construction of a two-story shell building of approximately 100,000 square feet (50,000 square feet per level), a partial build-out of the shell building and associated site work; and

**WHEREAS**, following execution of the Original Development Agreement, Osceola County issued its Sales Tax Revenue Bonds, Series 2015A, which together with an additional \$10,000,000 contribution from other lawfully available funds, provided a \$76,000,000 deposit to the Construction Fund (as hereinafter defined) for the R&D Center, for a full build-out of the shell building and a portion of the building systems; and

**WHEREAS**, Osceola County has subsequently contributed an additional \$10,000,000 from other lawfully available funds to cover additional costs related to a full build-out of the shell building; and

**WHEREAS**, the Parties desire to amend and restate the Original Development Agreement in its entirety to reflect a full build-out of the shell building and make certain other changes in connection therewith;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt and sufficiency of which are hereby

acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

**SECTION 1.01. RECITALS.** The Parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Restated Development Agreement.

**SECTION 1.02. DEFINITIONS.** As used in this Restated Development Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

**"Advanced Treatment Building"** means the building constructed by Osceola County on the R&D Center Site for the AWNS and ROWS.

**"Advanced Treatment Equipment"** means the AWNS, AWNS Main, ROWS and ROWS Main, including renewals, replacements and expansions.

**"Advanced Treatment Facilities"** means the Advanced Treatment Building and the Advanced Treatment Equipment.

**"Authorized Consortium Representative"** means the person designated by the Consortium to participate in the preopening planning for and design of the R&D Center.

**"Authorized County Representative"** means the person appointed by Osceola County pursuant to Section 4.02(B) hereof.

**"Authorized UCF Representative"** means the person appointed by UCF pursuant to Section 4.02(B) hereof.

**"AWNS"** means an acid waste neutralization and pH adjustment treatment system having an approximate capacity of 95 gallons per minute but no less than 375 gallons per minute instantaneous capacity.

**"AWNS Main"** means a specialty post-process water main which shall run from a point outside of the R&D Center Building to the AWNS.

**"Bond Issuance Date"** means March 26, 2015, the date on which the Sales Tax Bonds were delivered pursuant to the Bond Purchase Agreement and the proceeds of the Sales Tax Bonds became available for design and construction of the R&D Center.

**"Bond Purchase Agreement"** means the agreement pursuant to which Osceola County agrees to deliver the Sales Tax Bonds against payment therefore by the purchaser or underwriter thereof.

**"Bond Resolution"** means the Sales Tax Revenue Refunding Bond Resolution adopted by Osceola County County's Board of Commissioners on December 16, 1993, as amended and supplemented.

**"Building Budget"** means the amount specified in Section 3.01(A)(1) hereof for design and construction of the R&D Building and associated site work.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations proposed or in effect with respect thereto.

**"Consortium"** means ICAMR, Inc., a Florida nonprofit corporation formed by UCFRF to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

**"Construction Documents"** means construction documents prepared pursuant to Section 4.02 hereof for any component of the R&D Center.

**"Construction Fund"** means "The Osceola County, Florida, Sales Tax Revenue Bonds Construction Fund" created pursuant to the Bond Resolution.

**"Contiguous Development Area"** means approximately 145 acres of property contiguous to the R&D Center Site that is owned by Osceola County and more particularly described in Appendix A.

**"Design-Builder"** means the "design-build firm" (as defined in section 287.055(2)(h), Florida Statutes) be selected by Osceola County in accordance with its adopted policies and procedures.

**"Design Documents"** means the design documents for the R&D Center – *100% Signed and Sealed Construction Documents Issued for Permit – Revision 5 dated 3/11/16* as further clarified by Skanska USA Building, Inc. Notice Memorandum 013 dated 3/15/17 and prepared by HOK pursuant to the Agreement for Design Build Services between Osceola County and Skanska USA Building, Inc., which are hereby incorporated herein in their entirety by this reference thereto.

**"FHTCC"** means Florida High Tech Corridor Council, Inc., a Florida nonprofit corporation.

**"Final Completion"** means the stage of construction described in Section 10.8 of the General Conditions.

**"Fiscal Year"** means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period prescribed by law as the fiscal year for Osceola County.

**"Flex Budget"** means the amount specified in Section 3.01(A)(3) hereof, that can be applied to design and construction of the R&D Building and associated site work, acquisition and installation of Tools or Other Project Cost.

**"General Conditions"** means the Design-Build General Terms and Conditions applicable to the Agreement for Design Build Services between Osceola County and the Design-Builder of the R&D Center.

**"KUA"** means the Kissimmee Utility Authority, a public body corporate and politic, duly organized and legally existing as part of the government of the City of Kissimmee under the Constitution and laws of the State of Florida, particularly the Charter of the City.

**"Lease Agreement"** means the Florida Advanced Manufacturing Research Center Lease Agreement between Osceola County and UCF, to be entered into following completion of the R&D Center in substantially the form attached hereto as Appendix B.

**"Management Services Agreement"** means a management contract between UCF and the Consortium, pursuant to which the Consortium will manage and operate the R&D Center.

**"Osceola County"** means Osceola County, a charter county and political subdivision of the State of Florida.

**"Other Project Cost"** means personnel cost, travel expenses, supplies (including but not limited to specialized gasses and routine tools) associated with the design, construction and operation of the R&D Center. The term "Other Project Cost" does not include PO&M Cost or the cost of acquiring and installing Tools.

**"Parties"** means Osceola County, UCF and their respective permitted successors and assigns.

**"PO&M Cost"** means the cost of operation and maintenance of the R&D Center. The term "PO&M Cost" does not include Other Project Cost or the cost of acquiring and installing Tools.

**"Preopening Services"** means the duties specified in Section 4.01 hereof.

**"Project Budget"** means the Building Budget, the Tool Budget and the Flex Budget, as set forth in Section 3.01(A) hereof.

**"Punch List"** means the list of minor items to be completed and deficiencies to be corrected after the R&D Center reaches Substantial Completion.

**"R&D Building"** means a two-story, approximately 100,000 square foot building (50,000 square feet per level), as more specifically described in the Design Documents, to be constructed by Osceola County pursuant to Article IV hereof as a center for technology research and development, including necessary site work.

**"R&D Center"** means the R&D Building, the Advanced Treatment Facilities and the Tools, unless the agreement with the grant provider or supplier for such Tools provides that such Tools will not become the property of Osceola County.

**"R&D Center Site"** means approximately 10 acres of real property to be leased by Osceola County to UCF pursuant to the Lease Agreement, as more specifically described in Appendix A to the Lease Agreement.

**"Restated Development Agreement"** means this Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

**"ROWS"** means a reverse osmosis or similar system which treats potable water and yields water, which will then be further treated by the Operator within the R&D Center, and used for sophisticated commercial applications or manufacturing processes, having a minimum capacity of 100 gallons per minute.

**"ROWS Main"** means a specialty water main from the Advanced Treatment Building to the R&D Center.

**"Sales Tax Bonds"** means Osceola County's Sales Tax Revenue Bonds, Series 2015A.

**"Sales Tax Revenue"** means the proceeds of the local government half-cent sales tax distributed to Osceola County from the Local Government Half-Cent Sales Tax Clearing Trust Fund, as defined and described in Part VI, Chapter 218, Florida Statutes, as amended.

**"State"** means the State of Florida.

**"Substantial Completion"** means the stage of construction described in Section 10.7 of the General Conditions.

**"Tools"** means specialized equipment for research and development to be acquired and installed in the R&D Building.

**"Tool Budget"** means the amount specified in Section 3.01(A)(2) hereof for the acquisition and installation of Tools.

**"TWA"** means the Tohopekaliga Water Authority, an independent special district, established and created by special act of the Florida Legislature.

**"UCF"** means the University of Central Florida Board of Trustees.

**"UCFRF"** means University of Central Florida Research Foundation, Inc., a Florida nonprofit corporation and a UCF direct support organization within the definition of Section 1004.28, Florida Statutes.

**SECTION 1.03. INTERPRETATION.** Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Restated Development Agreement; the term "heretofore" shall mean before the date this Restated Development Agreement is executed; and the term "hereafter" shall mean after the date this Restated Development Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a Party herein shall be deemed to have been material and to have been relied on by the other Parties to this Restated Development Agreement. All Parties have

participated in the drafting and preparation of this Restated Development Agreement, and the provisions hereof shall not be construed for or against any Party by reason of authorship.

**SECTION 1.04. SECTION HEADINGS.** Any headings preceding the texts of the several Sections of this Restated Development Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Restated Development Agreement nor affect its meaning, construction or effect.

**ARTICLE II**  
**REPRESENTATIONS**

**SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY.** Osceola County makes the following representations as the basis for the undertakings on the part of UCF herein contained:

(A) Osceola County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Restated Development Agreement and the Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this Restated Development Agreement and the Lease Agreement.

(C) Osceola County has duly authorized the execution and delivery of this Restated Development Agreement, and assuming the due authorization, execution and delivery by UCF, this Restated Development Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Restated Development Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Restated Development Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(F) Osceola County is fee simple owner, legal and equitable, of the R&D Center Site, as more particularly described in Appendix A to the Lease Agreement.

(G) Osceola County has no knowledge regarding and has received no written notice of any alleged violation of any law, ordinance, order, or regulation affecting the R&D Center Site issued by any governmental or quasi-governmental authority having jurisdiction over the R&D Center Site.

(H) Osceola County has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the R&D Center Site and, to the best of Osceola County's actual knowledge, information, and belief, the R&D Center Site is not currently under investigation for any such violation.

(I) To the best of Osceola County's knowledge, but without conducting an independent investigation, the R&D Center Site is in compliance with and there is no violation of any applicable law, ordinance, order, or regulation with respect to any Hazardous Substance, as defined in the Lease Agreement.

(J) To the best of Osceola County's knowledge, but without conducting an independent investigation, the R&D Center Site does not contain any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity or protected or endangered species.

(K) To the best of Osceola County's knowledge, but without conducting an independent investigation, there is no violation of any law, ordinance, order, or regulation, and no environmental condition is known that would adversely impact the intended development of the Contiguous Development Area to foster advanced manufacturing industry in Osceola County.

**SECTION 2.02. REPRESENTATIONS OF UCF.** UCF makes the following representations as the basis for the undertakings on the part of Osceola County herein contained:

(A) UCF is a member institution of the State University System of Florida and has all requisite power and authority to enter into the transactions contemplated by this Restated Development Agreement and the Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) UCF is not in default under any provisions of applicable law material to the performance of its obligations under this Restated Development Agreement and the Lease Agreement.

(C) UCF has duly authorized the execution and delivery of this Restated Development Agreement, and assuming the due authorization, execution and delivery by Osceola County, this Restated Development Agreement constitutes a valid and legally binding obligation of UCF, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Restated Development Agreement, and the compliance by UCF with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the UCF or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which UCF is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the UCF, threatened against or affecting UCF, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Restated Development Agreement, or any agreement or instrument to which UCF is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**SECTION 2.03. REPRESENTATIONS OF FHTCC.** FHTCC hereby represents to the Parties that it is a nonprofit corporation duly organized, validly existing and in good standing in the State of Florida, and has all requisite power and authority to enter into this Restated Development Agreement for the limited purposes set forth in Section 5.14 hereof.

**ARTICLE III  
PLAN OF FINANCE**

**SECTION 3.01. PROJECT BUDGET.**

(A) The Project Budget is hereby established as \$95,000,000, comprised as follows:

(1) a Building Budget of \$75,000,000 for design and construction of the R&D Building, which has been funded from \$55,000,000 of the Sales Tax Bond proceeds, and an additional \$20,000,000 contribution of other available Osceola County funds, and may be adjusted pursuant to the following subsection (B) – the full amount of the Building Budget has been committed to design and construction of the R&D Building, leaving no current uncommitted balance;

(2) a Tool Budget of \$11,000,000 for acquisition and installation of Tools, which has been funded from Sales Tax Bond proceeds and may be adjusted pursuant to the following subsections (B) and (C) – the full amount of the Tools Budget has been expended to purchase Tools from Intersil Corporation and for installation of the Tools, leaving no current balance; and

(3) a Flex Budget of \$9,000,000 funded by UCF, which may be applied to (a) design and construction of the R&D Building and associated site work, (b) acquisition and installation of Tools or (c) Other Project Cost, as set forth in the following subsection (D) – the following expenditures and commitments have been made from the Tools Budget: (a) \$1,000,000 has been paid to UCF (10/27/15), (b) \$1,210,670 has been committed for complete installation of the Tools purchased from Intersil Corporation (8/29/16) and (c) \$4,869,643 has been committed to fund various upgrades to the R&D Building (10/24/16), leaving a current uncommitted balance of \$1,919,687.

Notwithstanding any provision of this Restated Development Agreement to the contrary, the design and construction cost for the R&D Building shall not exceed the Building Budget. At its sole option, any Party may provide additional money or the Parties may seek third-party additional money to (x) fund any difference between the Project Budget and the actual cost of designing and constructing the R&D Center to the Design Documents, or (y) enhance the R&D Center beyond the Design Documents.

(B) If the Authorized County Representative determines during the design and construction process described in Section 4.02 hereof that the projected design and construction cost for the R&D Building will exceed the Building Budget, the Authorized County Representative shall notify the Authorized UCF Representative and the Authorized Consortium Representative of the projected cost overrun. If approved by the Authorized UCF Representative in writing, amounts available in the Tool Budget or the Flex Budget shall be transferred to the Building Budget and applied to design and construction of the R&D Building. If the Authorized UCF Representative does not approve a transfer of funds to cover the projected cost overrun and other funds are not made available by either Osceola County or UCF for such purpose within ten days following the date of the notice described above, the Authorized County Representative shall unilaterally reduce

the scope for the R&D Building, as necessary, to bring the design and construction cost for the R&D Building within the Building Budget.

(C) Amounts available in the Flex Budget shall be applied by Osceola County, as directed by the Authorized UCF Representative, to (a) design and construction of the R&D Building and associated site work, or (b) acquisition and installation of Tools pursuant to Section 4.03 hereof. If requested by the Authorized UCF Representative, amounts available in the Flex Budget shall be transferred to UCF for application to Other Project Cost or Preopening Services.

(D) The Parties acknowledge and agree that approximately \$120,000,000 will be required for Tools and Other Project Cost. The Parties acknowledge and agree that they will work together with the Consortium to secure the additional resources from national, state, and regional governmental organizations and community partners.

**SECTION 3.02. PREOPENING FUNDS.**

(A) UCF has allocated \$3,000,000 of its own funds to provide the Preopening Services.

(B) FHTCC has provided \$1,000,000 of matching funds to UCF, which shall be used for Preopening Services.

**SECTION 3.03. PROJECT FUNDING.**

(A) Osceola County notified UCF not less than fifteen days in advance of the date it intended to enter into the Bond Purchase Agreement.

(1) Within ten days following the notice provided to UCF, UCF paid \$9,000,000 to Osceola County to be held in trust for application in accordance with this Agreement.

(2) On the Bond Issuance Date, Osceola County deposited \$76,000,000 into the Construction Fund from proceeds of the Sales Tax Bonds or other funds lawfully available for construction of the R&D Center.

(B) The Parties agree to mutually support legislation appropriating funds for the R&D Center.

**SECTION 3.04. ISSUANCE OF SALES TAX BONDS.** Following satisfaction by UCF of its obligations under Sections 3.02 and 3.03 hereof, Osceola County issued its Sales Tax Revenue Bonds, Series 2015A in a principal amount that yielded net proceeds sufficient, together with any simultaneous cash contribution, to pay accrued interest, capitalized interest and deposit \$76,000,000 into the Construction Fund. Osceola County shall not issue obligations to refund the Sales Tax Bonds that mature later than 35 years after issuance of the Sales Tax Bonds.

**SECTION 3.05. OPERATING FUNDS.** UCF will be responsible for payment of all operating and maintenance expenses of the R&D Center, including the PO&M Cost and Other Project Cost.

**ARTICLE IV**  
**RESEARCH CENTER**

**SECTION 4.01. PREOPENING SERVICES.** UCF, with the assistance of the Consortium and FHTCC, will perform the following duties prior to and during construction of the R&D Facility

(A) UCFRF has established the Consortium to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

(1) The Consortium's Articles of Incorporation, as amended, designate Osceola County and UCF to each appoint one member to the Consortium's Board of Directors.

(2) The Consortium intends to expand membership on its Board of Directors, with the goal of having a majority of members representing industry, national laboratory, and industry organizations.

(3) The Consortium has conducted Board of Director's meetings and has appointed officers, including a Chief Executive Officer.

(B) UCF has assisted Osceola County, by participating as co-applicant with Osceola County and the Consortium, in the pending pursuit of a \$2,222,412 financial assistance award for equipment and tool installation from the U.S. United States Department of Commerce ~~Public Works and~~ Economic Development ~~Act.~~ Administration (Osceola County, FL Award 04-01-07149).

(C) UCF, with the help of community collaborators such as FHTCC, will assist and work with the Consortium to:

(1) establish rules and procedures for its Consortium's Board of Directors as soon as practical and as deemed necessary, after the Board's first meeting;

(2) review planned operations and funding, and assist with synergy between the R&D Center and industry, to recruit companies to the advanced sensor device industry cluster;

(3) coordinate design of the R&D Center facilities;

(4) develop a roadmap for program definition, industry advancement, operations, and device/materials processing development, research and emerging technology programs, including technical milestones;

(5) work to attract, maintain and grow advanced manufacturing companies to the industry cluster;

(6) define intended collaborative research structures, internship programs, and training opportunities for skilled worker development and redevelopment;

(7) present the R&D Center to the government, public, and private business sectors; and

(8) provide marketing to attract suppliers and vendors.

(D) UCF, with the help of community collaborators such as FHTCC, will contract with recognized leaders in the advanced sensor design and advanced manufacturing methods, and shall support those leaders to assist the Consortium in development of the R&D Center.

(E) UCF, in partnership with Osceola County, the Metro Orlando EDC, FHTCC and other regional community and business leaders, will seek funding for the R&D Center from the State of Florida and other sources.

(F) UCF will leverage its existing resources and infrastructure, including but not limited to, UCF's internationally recognized business incubation program, to aide in the development of the R&D Center.

(G) UCF will collaborate with the Consortium for conferences and specialized courses for worker and technician training, and seek partnerships with community colleges located within Osceola County.

(H) The Authorized UCF Representative, working with any Authorized Consortium Representative, shall provide monthly R&D Center planning activity progress reports to the Authorized County Representative, commencing not later than sixty days following the execution of this Restated Development Agreement and continuing through the date on which the R&D Center reaches Substantial Completion. The Parties representatives and any Authorized Consortium Representative shall meet periodically (but not less frequently than monthly) at the request of any Party's representative to review and discuss the progress reports.

#### **SECTION 4.02. DESIGN AND CONSTRUCTION.**

(A) Osceola County shall be responsible for designing and constructing the R&D Center on the R&D Center Site in compliance with all State and local laws, ordinances and regulations applicable thereto without unreasonable delay and in accordance with sound engineering practices, in accordance with the Capital Budget (or any revision made pursuant to Section 3.01(B) hereof) and Design Documents and in substantial compliance with the Construction Documents deemed consistent with the Design Documents pursuant to the following subsection (D). UCF, Osceola County and the Consortium shall have the right, but not the duty, to inspect construction of the R&D Center to determine compliance with the Construction Documents deemed consistent with the Design Documents pursuant to the following subsection (D). Any inspection conducted by UCF, Osceola County or the Consortium shall be coordinated with the Design-Builder and shall not interfere with timely construction of the R&D Center. Osceola County shall use due diligence and its best reasonable effort to obtain all necessary approvals from any and all governmental agencies requisite to the acquisition, construction, installation and equipping

of the R&D Center. Design and construction of the R&D Center shall comply with the provisions of this Section.

(B) Each Party has designated an authorized representative to participate in the R&D Center design process and will encourage designation of an Authorized Consortium Representative.

(C) The Authorized UCF Representative, or such person's designee, and any Authorized Consortium Representative have and shall continue to make themselves available to the Authorized County Representative on a daily basis, if necessary, to provide information required for design and construction of the R&D Center. The Design Documents have been approved by the Authorized County Representative and Authorized UCF Representative.

(D) The Authorized County Representative shall provide copies of the Construction Documents for each construction component to the Authorized UCF Representative for review, which review will be limited to ensuring consistency with the Design Documents. If the Authorized UCF Representative considers the Construction Documents to be inconsistent with the Design Documents, it shall notify the Authorized County Representative in writing and shall include the specific reasons it considers the Construction Documents to be inconsistent with the Design Documents. If the Authorized UCF Representative does not provide the foregoing notice within seven days of the date they are provided by the Authorized County Representative for review, the Construction Documents shall be conclusively deemed consistent with the Design Documents.

(E) The Authorized County Representative has and shall continue to provide monthly design and construction progress reports to the Authorized UCF Representative, continuing through the date on which the R&D Center reaches Substantial Completion. Representatives of the Parties and the Consortium shall meet periodically (but not less frequently than monthly) at the request of the representative of either Party or the Consortium to review and discuss the progress reports.

(F) Osceola County is entering into an agreement with TWA, coincident with this Restated Development Agreement, to (1) extend water and wastewater utilities to the R&D Center Site, (2) construct an ultra-pure water process water system for the R&D Building, and (3) construct an acid waste neutralization system for the R&D Building, which permits TWA to recover its \$3,200,000 capital contribution for construction of the Advanced Treatment Facilities at the R&D Center through a surcharge, during a period of not less than ten years, to utility bills for service to the R&D Center.

**SECTION 4.03. ACQUISITION AND INSTALLATION OF TOOLS.**

(A) The Parties acknowledge and agree that:

(1) the R&D Building cannot be used for technology research and development without Tools;

(2) the R&D Building will be designed and constructed to accommodate the installation, removal and replacement of Tools, which will allow UCF and other occupants of the R&D Building to maintain pace with emerging technology.

(B) Osceola County shall acquire Tools for installation in the R&D Building at the Authorized UCF Representative's direction, provided that the cost of acquisition and installation does not exceed the amount allocated for such purpose in the Tools Budget, or any revision made pursuant to Section 3.01(B) hereof. With approval from the Authorized County Representative and the Authorized UCF Representative, Tools may also be acquired and installed pursuant to a Tool funding grant, donation, loan, or equipment lease agreement. Tools installed in the R&D Building pursuant to this subsection shall be the property of Osceola County and become a part of the Leased Premises during the Lease Term unless the agreement with the grant provider or Tool supplier provides otherwise.

#### **SECTION 4.04. SUBSTANTIAL COMPLETION.**

(A) Design and construction of the R&D Center commenced within 20 days following issuance of the Sales Tax Bonds and shall proceed diligently to Substantial Completion not more than 30 months after construction commences, subject only to force majeure. For purposes of this Section, force majeure means a delay by reason of war, civil commotion, strike or other employment action, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, unforeseen delays in the issuance of any permit required for construction of the R&D Center, or any other act, event or circumstances beyond Osceola County's reasonable control. Osceola County shall notify the Authorized UCF Representative and the Authorized Consortium Representative of the circumstances under which it is claiming such force majeure as soon as practicable.

(B) Following the date on which the R&D Center reaches Substantial Completion, the Authorized County Representative, the Authorized UCF Representative, the Authorized Consortium Representative and their respective consultants shall make a joint physical inspection of the R&D Center and develop a Punch List. Osceola County shall cause the Design-Builder to complete all items on the Punch List as soon as practicable.

**SECTION 4.05. MANAGEMENT SERVICES AGREEMENT. [subject to review by tax counsel]** UCF shall enter into the Management Services Agreement following Substantial Completion of the R&D Center. The Management Services Agreement shall include the following:

(A) a statement that such agreement is intended to and shall constitute a "qualified management agreement" in compliance with applicable requirements of Section 141 of the Internal Revenue Code, as amended, and Rev. Proc. 2016-44 and successors thereto, and shall be interpreted in accordance with such requirements;

(B) a representation that UCF, the Consortium or any other party responsible for management and operation of the R&D Center, as may be applicable, has reviewed and is familiar with the applicable requirements of Section 141 of the Code and Rev. Proc. 2016-44 and will review and become familiar with successors thereto; and

(C) an acknowledgment that Osceola County has issued the Sales Tax Bonds with the expectation that the interest thereon will be exempt from federal income tax under the provisions of Section 141(b) of the Code, § 1.141-3 of the Treasury Regulations and Rev. Proc. 2016-44 relating to conditions under which tax-exempt bond-financed property will be considered used for an impermissible private business use, and an agreement to avoid conditions under which tax exempt bond financed property will be considered used for an impermissible private business use.

Upon execution, UCF shall provide a copy of the Management Services Agreement to the United States Department of Commerce, Economic Development Administration, referencing the financial assistance award identified in Section 4.01(B) hereof.

**SECTION 4.06. LEASE AGREEMENT.** UCF will lease the R&D Center Site from Osceola County for a period of 40 years for use as a center for technology research and development and pay all PO&M Cost and Other Project Cost associated therewith. Upon satisfaction of the following conditions, Osceola County and UCF agree to enter into the Lease Agreement in the form attached hereto as Appendix B:

- (1) UCF has entered into the Management Services Agreement with the Consortium simultaneously herewith;
- (2) construction of the R&D Center has reached Substantial Completion; and
- (3) receipt of an updated Phase I Environmental Assessment, prepared at the expense of Osceola County, detecting no potential or existing environmental contamination liabilities related to the property to be leased by UCF, as described in Appendix A to the Lease Agreement, that were not identified in the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012.

**SECTION 4.07. RESEARCH SUPPORT.**

(A) UCF has or will provide \$7,000,000 of in-kind support through focused faculty hires that will support development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

(B) FHTCC has or will provide up to \$1,000,000 of matching funds annually to UCF beginning on August 25, 2014, up to a total of \$5,000,000, which shall be used for the purposes described in the foregoing subsection (A).

**ARTICLE V**  
**GENERAL PROVISIONS**

**SECTION 5.01. CONTIGUOUS DEVELOPMENT AREA.** The Parties acknowledge and agree that (A) a primary purpose of constructing the R&D Center is to foster technology research and development which will further the research mission of UCF and a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs; and (B) the availability of additional property contiguous to the R&D Center Site will facilitate the attraction of technology research and advanced manufacturing companies to an industry cluster. To achieve this objective, Osceola County will reserve the Contiguous Development Area to foster technical research and advanced manufacturing industry (including uses supporting technical research and advanced manufacturing facilities) for a period of ten years following Substantial Completion of the R&D Center. This Section shall not be construed to grant any rights in the Contiguous Development Area to UCF and shall not prohibit Osceola County from utilizing portions of the Contiguous Development Area for right-of-way, drainage (temporary or permanent), utilities or other infrastructure. Portions of the Contiguous Development Area may be utilized for other purposes with the written consent of UCF.

**SECTION 5.02. PUBLIC RECORDS.**

(A) The Parties acknowledge that by virtue of this Agreement all of their respective documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If either Party will act on behalf of the other Party, as provided under Section 119.011(2), Florida Statutes, acting Party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(1) Keep and maintain public records required by the other Party to perform the service.

(2) Upon request from the other Party's custodian of public records, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the other Party.

(4) Upon completion of the contract, transfer, at no cost, to the other Party all public records in possession of the acting Party or keep and maintain public records required by the other Party to perform the service. If the acting Party transfers all public records to the other Party upon completion of the contract, the acting Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the acting Party keeps and maintains public records

upon completion of the contract, the acting Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party, upon request from the other Party's custodian of public records, in a format that is compatible with the information technology systems of the other Party.

(5) If the acting Party does not comply with a public records request, the other Party shall enforce the contract provisions in accordance with the Agreement.

(B) Any questions regarding the application of Chapter 119, Florida Statutes, to the acting Party's duty to provide public records relating to this Agreement should be directed to the other Party's custodian of public records, as follows:

As to the County:  
Public Information Office  
1 Courthouse Square, Suite 3100  
Kissimmee, FL 34741  
407-742-0100  
BCCPIO@osceola.org

As to UCF:  
Office of the General Counsel  
University of Central Florida  
4365 Andromeda Loop North  
Millican Hall, Suite 360  
Orlando, FL 32816-0015

**SECTION 5.03. DISPUTE RESOLUTION.**

(A) The Parties agree to resolve any dispute related to the interpretation or performance of this Restated Development Agreement in the manner described in this Section. Any Party may initiate the dispute resolution process by providing written notice to the other Party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the Parties fail to resolve the dispute within sixty days of the notice described in the foregoing subsection (A), the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, either Party may request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the object of helping the Parties reach a mutually acceptable and voluntary agreement. The decision making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of Osceola County's Board of Commissioners.

(D) If the Parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, either Party may terminate the settlement discussions by written notice to the other Party. In such event, either Party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party. Nothing contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense available to that party under the laws of the State of Florida, (2) the consent of the State of Florida or its agents or

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.

**SECTION 5.04. ASSIGNMENT.** None of the Parties shall be permitted to assign, nor transfer any of its rights and obligations under this Restated Development Agreement without the prior written consent of the other Parties, which shall not be withheld unreasonably, except that UCFRF may act as an instrumentality of UCF, in direct support of UCF's obligations hereunder.

**SECTION 5.05. PROFESSIONAL FEES.** Each Party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each Party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

**SECTION 5.06. TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Restated Development Agreement.

**SECTION 5.07. NO JOINT VENTURE.** Nothing in this Restated Development Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship among the Parties to this Restated Development Agreement.

**SECTION 5.08. NON-WAIVER.** The failure of any Party to insist upon another Party's compliance with its obligations under this Restated Development Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

**SECTION 5.09. COUNTERPARTS.** This Restated Development Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Restated Development Agreement, so that in making proof of this Restated Development Agreement, it shall only be necessary to produce or account for one such counterpart.

**SECTION 5.10. ENTIRE AGREEMENT.** This Restated Development Agreement, including the Appendices, which are incorporated herein by reference, constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

**SECTION 5.11. BINDING EFFECT.** This Restated Development Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto.

**SECTION 5.12. AMENDMENTS AND WAIVERS.** No amendment, supplement, modification or waiver of this Restated Development Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Restated Development Agreement shall be deemed or shall constitute a waiver of any other provision of this Restated Development Agreement, whether or not similar, unless otherwise expressly provided.

**SECTION 5.13. NOTICES TO PARTIES.**

(A) Whenever this Restated Development Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the Party intended to receive it (1) by hand delivery to the person(s) hereinafter designated, or (2) by overnight hand delivery addressed as follows, or (3) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (4) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the Party's name below:

To Osceola County: Osceola County Manager  
1 Courthouse Square  
Suite 4700  
Kissimmee, FL 34741  
Phone: (407) 742-2385  
Fax: (407) 742-3291

With a copy to: Osceola County Attorney  
1 Courthouse Square  
Suite 4200  
Kissimmee, FL 34741  
Phone: (407) 343-2330  
Fax: (407) 742-2217

To UCF: Vice President for Research & Commercialization  
University of Central Florida  
4365 Andromeda Loop North  
Millican Hall Room 260  
Orlando, FL 32816  
Phone: (407) 823-5538  
Fax: (407) 882-1156

With a copy to: Vice President and General Counsel  
University of Central Florida  
4365 Andromeda Loop North  
Millican Hall Room 360  
Orlando, FL 32816  
Phone: (407) 823-2482  
Fax: (407) 823-6155

Either of the foregoing Parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

(B) A copy of each such notice shall be provided in the same manner to the Consortium at the address set forth below:

To Consortium: ICAMR, Inc.  
Attention: Chief Operating Officer  
200 NeoCity Way  
Kissimmee, FL 34744  
Phone: (407) 742-4254  
Fax: (407) 742-3291

The Consortium may, by notice in writing given to the Parties, designate any further or different address to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

**SECTION 5.14. JOINDER BY FHTCC.** FHTCC joins in the execution of this Restated Development Agreement for the sole purpose of agreeing to be bound by the provisions set forth in Sections 3.02(B) and 4.07(B) of this Restated Development Agreement requiring FHTCC to provide funds to UCF for the purposes described therein.

**SECTION 5.15. SEVERABILITY.** In the event any one or more of the provisions contained in this Restated Development Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Restated Development Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the Parties.

**SECTION 5.16. GOVERNING LAW AND VENUE.** This Restated Development Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Restated Development Agreement. In the event of litigation among the Parties hereto, their successors or assigns, with regard to this Restated Development Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Osceola, Florida, has caused this Restated Development Agreement to be executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2017.

**OSCEOLA COUNTY, FLORIDA**

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

Chairman/Vice Chairman  
Board of County Commissioners

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

**IN WITNESS WHEREOF**, UCF has caused this Restated Development Agreement to be executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
John C. Hitt, Ph.D., President

**WITNESSES:**

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

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

**IN WITNESS WHEREOF**, FHTCC has caused this Restated Development Agreement to be executed and delivered this \_\_\_ day of \_\_\_\_\_, 2017, for the limited purposes set forth in Section 5.14 hereof.

**FLORIDA HIGH TECH CORRIDOR  
COUNCIL, INC.**

By: \_\_\_\_\_  
Edward Schons, President

WITNESSES

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

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

**APPENDIX A**  
**DESCRIPTION OF CONTIGUOUS DEVELOPMENT AREA**

A PARCEL OF LAND LYING IN SECTION 23 AND 24, TOWNSHIP 25, SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF BLOCKS L, N, O, P, S, T, W AND X, KISSIMMEE GARDENS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL THOSE PLATTED RIGHT OF WAYS AS SHOWN ON SAID PLAT OF KISSIMMEE GARDENS LYING WITHIN THE SUBJECT PROPERTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE RUN SOUTH 89°44'34" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°00'17" WEST, A DISTANCE OF 332.65 FEET TO A POINT ON THE SOUTH LINE OF LOT 6, OF SAID BLOCK T, THENCE RUN NORTH 89°35'59" WEST, ALONG THE SOUTH LINE OF LOT 6, BLOCK T, LOTS 3 AND 6, BLOCK P AND LOT 3, BLOCK L, A DISTANCE OF 1,898.03 FEET TO A POINT ON THE EAST LINE OF A 50 FOOT WIDE KISSIMMEE UTILITY AUTHORITY UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 944, PAGE 2242, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 42°16'07" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1138.19 FEET; THENCE RUN NORTH 24°25'33" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1993.21 FEET; THENCE RUN NORTH 47°14'44" WEST, A DISTANCE OF 370.90 FEET; THENCE RUN NORTH 42°45'16" EAST, A DISTANCE OF 75.00 FEET TO THE MOST WESTERLY CORNER OF AVATAR PROPERTIES, INC. LANDS AS DESCRIBED IN O.R. BOOK 3461, PAGE 1998, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF AVATAR LANDS AS DESCRIBED IN O.R. BOOK 2754, PAGE 905, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 47°14'44" EAST, ALONG SAID NORTHEASTERLY LINE OF AVATAR PROPERTIES, A DISTANCE OF 1116.86 FEET; THENCE RUN SOUTH 47°14'56" EAST, A DISTANCE OF 320.00 FEET; THENCE RUN SOUTH 47°27'50" EAST, A DISTANCE OF 500.42 FEET, THENCE RUN SOUTH 47°06'56" EAST, A DISTANCE OF 417.41 FEET; THENCE RUN SOUTH 53°11'03" EAST, A DISTANCE OF 120.82 FEET; THENCE RUN SOUTH 53°03'53" EAST, A DISTANCE OF 389.41 FEET; THENCE RUN SOUTH 53°14'50" EAST, A DISTANCE OF 155.03 FEET; THENCE RUN SOUTH 53°02'19" EAST, A DISTANCE OF 1,092.84 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ¼ OF AFORESAID SECTION 24; THENCE RUN SOUTH 00°01'51" WEST, ALONG SAID EAST LINE, A DISTANCE OF 667.20 FEET TO A POINT ON THE SOUTH LINE SAID BLOCK X, KISSIMMEE GARDENS; THENCE RUN NORTH 89°45'20" WEST, ALONG SAID SOUTH LINE OF BLOCK X, A DISTANCE OF 1,322.35 FEET; THENCE RUN NORTH 89°44'34" WEST, ALONG THE SOUTH LINE OF SAID BLOCK T, KISSIMMEE GARDENS, A DISTANCE OF 1,282.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 160.877 ACRES, MORE OR LESS.

AND

BEGIN AT THE MOST EASTERLY CORNER OF THE BOGGY CREEK ROAD REALIGNMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1878, PAGE 259, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 38°30'00" WEST, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID ROAD, A DISTANCE OF 10.85 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 255.00 FEET, A CHORD BEARING OF SOUTH 31°32'20" WEST, AND A CHORD DISTANCE OF 61.81 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'20", A DISTANCE OF 61.96 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°34'40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 45.26 FEET; THENCE RUN NORTH 89°22'39" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 74.06 FEET TO A POINT ON THE EAST LINE OF FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property, AS DESCRIBED BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 1490, PAGE 2478, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°16'23" EAST, ALONG SAID EAST LINE AND THE WEST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 54.21 FEET; THENCE RUN NORTH 24°34'40" EAST, ALONG THE NORTHWESTERLY LINE OF SAID RIGHT OF WAY, A DISTANCE OF 25.90 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 345.00 FEET, A CHORD BEARING OF NORTH 26°46'12" EAST, AND A CHORD DISTANCE OF 26.40 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°23'04", A DISTANCE OF 26.40 FEET TO A POINT OF CUSP; THENCE, DEPARTING SAID RIGHT OF WAY, RUN SOUTH 38°38'18" WEST, A DISTANCE OF 223.85 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property; THENCE RUN NORTH 89°23'14" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 63.47 FEET; THENCE RUN SOUTH 38°38'18" WEST, A DISTANCE OF 461.19 FEET; THENCE RUN SOUTH 47°15'40" EAST, A DISTANCE OF 200.51 FEET; THENCE RUN NORTH 38°38'18" EAST, A DISTANCE OF 802.05 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192; THENCE RUN NORTH 47°15'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 65.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OF LESS.

AND

BEGIN AT THE SOUTHEAST CORNER OF FREEDOM TABERNACLE INTERNATIONAL OUTREACH MINISTRIES, INC. Property, AS DESCRIBED BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 1490, PAGE 2478, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°16'23" EAST, ALONG THE EAST LINE OF SAID Property A DISTANCE OF 147.86 FEET; THENCE RUN SOUTH 38°38'18" WEST, A DISTANCE OF 187.70 FEET TO A POINT ON THE SOUTH LINE OF SAID Property; THENCE RUN SOUTH 89°23'14" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 116.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.613 SQUARE FEET OR 0.198 ACRES, MORE OR LESS.

AND

BEGIN AT THE SOUTHWEST CORNER OF TRACT L, MAGIC LANDINGS, AS RECORDED IN PLAT BOOK 11, PAGES 184-187 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°06'17" EAST ALONG THE WEST LINE OF SAID TRACT L, A DISTANCE OF 106.09 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 56°32'13" WEST, A DISTANCE OF 176.57 FEET; THENCE RUN SOUTH 53°02'19" EAST, A DISTANCE OF 103.85 FEET; THENCE RUN NORTH 50°02'57" EAST, A DISTANCE OF 83.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND BEING A PORTION OF TRACT L, MAGIC LANDINGS, AS RECORDED IN PLAT BOOK 11, PAGES 184-187 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF SAID TRACT L, THENCE RUN NORTH 53°13'55" WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT L, A DISTANCE OF 100.00 FEET, THENCE DEPARTING SAID NORTHEASTERLY LINE RUN SOUTH 36°46'05" WEST A DISTANCE OF 25.39 FEET TO THE POINT OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 53°33'30" WEST, A CHORD DISTANCE OF 115.55 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°34'50", AN ARC DISTANCE OF 117.22 FEET; THENCE RUN SOUTH 70°20'55" WEST, A DISTANCE OF 249.79 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT L; THENCE RUN SOUTH 00°08'25" EAST ALONG SAID WEST LINE, A DISTANCE OF 106.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L; THENCE RUN NORTH 70°20'55" EAST ALONG THE SOUTHERLY LINE OF SAID TRACT L, A DISTANCE OF 285.22 FEET TO THE POINT OF CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 53°33'30" EAST, A CHORD DISTANCE OF 173.32 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY LINE, THROUGH A CENTRAL ANGLE OF 33°34'50", AN ARC DISTANCE OF 175.83 FEET; THENCE RUN NORTH 36°46'05" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 25.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.01 ACRES, MORE OR LESS.

LESS AND EXCEPT THE PROPERTY DESCRIBED IN APPENDIX A TO THE LEASE AGREEMENT

**APPENDIX B**  
**FORM OF LEASE AGREEMENT**

**DRAFT DATED ~~5/16/17~~ 5/16/05/17 — TO AGENDAS**

**FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER  
LEASE AGREEMENT**

**By and Between**

**OSCEOLA COUNTY, FLORIDA**

**AND**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**

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**FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER  
LEASE AGREEMENT**

**THIS FLORIDA ADVANCED MANUFACTURING RESEARCH CENTER LEASE AGREEMENT** (this "Lease Agreement") is made and entered into by and among Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"), and the University of Central Florida Board of Trustees ("UCF"). Osceola County and UCF are referred to collectively herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, Osceola County and UCF have entered into an Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement (the "Restated Development Agreement"), providing for construction and operation of a center for technology research and development (the "R&D Center") on certain property owned by Osceola County (the "R&D Center Site") which will further the research mission of UCF, promote economic diversification, high-technology research and innovation, and foster a vibrant advanced sensor and other advanced manufacturing industry in Osceola County; and

**WHEREAS**, the R&D Center has been constructed by Osceola County, as required by the Restated Development Agreement; and

**WHEREAS**, the Restated Development Agreement requires Osceola County and UCF to enter into this Lease Agreement for the purpose of setting forth the conditions under which UCF will lease the R&D Site from Osceola County;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

**SECTION 1.01. RECITALS.** The Parties agree that the foregoing recitals and the recitals set forth in the Restated Development Agreement are true and correct and by this reference incorporated and made a part of this Lease Agreement.

**SECTION 1.02. DEFINITIONS.** As used in this Lease Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

**"Additional Rent"** means any and all sums of money or other charges required to be paid by UCF under this Lease Agreement other than Base Rent, regardless how designated hereunder, and shall include any applicable sales tax thereon.

**"Advanced Treatment Building"** means the building constructed by Osceola County on the R&D Center Site for the AWNS and ROWS.

**"Advanced Treatment Equipment"** means the AWNS, AWNS Main, ROWS and ROWS Main, including renewals, replacements and expansions.

**"Advanced Treatment Facilities"** means the Advanced Treatment Building and the Advanced Treatment Equipment.

**"AWNS"** means an acid waste neutralization and pH adjustment treatment system having an approximate capacity of 95 gallons per minute but no less than 375 gallons per minute instantaneous capacity.

**"AWNS Main"** means a specialty post-process water main which shall run from a point outside of the R&D Center Building to the AWNS.

**"Base Rent"** means the annual rent for the Leased Premises, as set forth in Section 3.02 hereof.

**"Board"** means the Board of County Commissioners of Osceola County.

**"Bond Counsel"** means a firm of attorneys, selected by Osceola County, whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

**"Consortium"** means ICAMR, Inc., a Florida nonprofit corporation formed by UCFRF to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing.

**"Contractor"** means general contractors or construction managers entering onto the Leased Premises for the purpose of performing construction services.

**"County Manager"** means the chief executive officer of Osceola County.

**"Design Professional"** means persons or entities entering onto the Leased Premises for the purpose of providing engineering or architectural services.

**"EDA" means the United States Department of Commerce, Economic Development Administration.**

**"EDA Grant" means the financial assistance award for equipment and tool installation from EDA (Osceola County, FL Award 04-01-07149).**

**"Environmental Law"** means any and all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, orders, decrees, permits, licenses or other governmental restrictions or requirements now or hereafter in effect with respect to the property and relating to the environment and/or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Comprehensive Environmental Response, Compensation and Liability Act of 1986, as amended (42 U.S.C. §9601 et seq.), the Resource Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. §6901 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), the Clean Water Act, as amended (33 U.S.C. §1251 et seq.), and the Toxic Substances and Control Act, as amended (15 U.S.C. §2601 et seq.).

**"Hazardous Substance"** means any substance, material or waste which is regulated or governed by any Environmental Law including without limitation (A) any substance, material or waste defined, used or listed as "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous material", "toxic substance" or similar or related term as defined, used or listed in any Environmental Law; (B) any asbestos or asbestos containing materials; (C) any underground storage tanks or similar facilities; (D) petroleum, petroleum-based substances or polychlorinated biphenyl; and (E) any additional substances or materials which are hazardous or toxic substances under any Environmental Law.

**"Invitee"** means persons entering onto the Leased Premises for the purpose of attending meetings, marketing events, public ceremonies, educational sessions and similar events who do not have unescorted access to the cleanroom or Tools and do not handle Hazardous Substances.

**"Lease Agreement"** means this Florida Advanced Manufacturing Research Center Lease Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

**"Lease Term"** means the term set forth in Section 3.03 hereof.

**"Leased Premises"** means the R&D Center Site and the R&D Center.

**"Material Alteration"** shall mean any alteration which: (A) is structural in nature or otherwise affects the strength of the R&D Center; (B) affects the mechanical, electrical, sanitary (including plumbing), or other services of the R&D Center; or (C) has an aggregate cost greater than \$25,000.00.

**"Occupant"** means any R&D Center Manager, Contractor, Design Professional, Tradesman, R&D Participant or other occupant of the Leased Premises that is not an Invitee.

**"Occupant Contamination"** means any contamination of the Leased Premises by Hazardous Substances caused by the act or omission of an Occupant or an Occupant's Representatives.

**"Occupant Representatives"** means any of an Occupant's officers, directors, employees, representatives, agents, contractors, subcontractors, sublessees, concessionaires, invitees.

**"Osceola County"** means Osceola County, a charter county and a political subdivision of the State of Florida.

**"Osceola Default"** means the occurrence of an event described in Section 6.01(E) hereof.

**"Other Project Cost"** means personnel cost, travel expenses, supplies (including but not limited to specialized gasses and routine tools) associated with the design, construction and operation of the R&D Center. The term "Other Project Cost" does not include PO&M Cost or the cost of acquiring and installing Tools.

**"Parties"** means Osceola County, UCF and their respective permitted successors and assigns.

**"PO&M Cost"** means the cost of operation and maintenance of the R&D Center. The term "PO&M Cost" does not include Other Project Cost or the cost of acquiring and installing Tools.

**"Prime Rate"** means (A) the prime rate of interest as published from time to time by The Wall Street Journal (with such rate to change when and as the published rate changes), plus four percent per annum, or (B) the highest non-usurious rate permitted by applicable law, whichever is less.

**"R&D Building"** means the building to be constructed by Osceola County pursuant to Article IV of the Restated Development Agreement as a center for technology research and development.

**"R&D Center"** means the R&D Building, the Advanced Treatment Facilities and the Tools, unless the agreement with the grant provider or supplier for such Tools provides that such Tools will not become the property of Osceola County.

**"R&D Center Manager"** means the Consortium or any other party managing and operating the R&D Center under a management services agreement entered into pursuant to Section 4.02 hereof.

**"R&D Center Site"** means approximately 10 acres of real property to be leased by Osceola County to UCF pursuant to this Lease Agreement, as more specifically described in Appendix A.

**"R&D Participants"** means persons or entities, other than Invitees, performing research and development work on the Leased Premises.

**"Restated Development Agreement"** means Amended and Restated Florida Advanced Manufacturing Research Center Development Agreement, by and among Osceola County and UCF, joined for limited purposes by Florida High Tech Corridor Council, Inc.

**"ROWS"** means a reverse osmosis or similar system which treats potable water and yields water, which will then be further treated by the Operator within the R&D Center, and used for sophisticated commercial applications or manufacturing processes, having a minimum capacity of 100 gallons per minute.

**"ROWS Main"** means a specialty water main from the Advanced Treatment Building to the R&D Center.

**"Sales Tax Bonds"** means the bonds issued by Osceola County pursuant to Section 3.04 of the Restated Development Agreement to provide funds for design and construction of the R&D Center, or any obligations issued to refund such bonds.

**"System Development Charges"** means the water, wastewater and reuse water capacity charges imposed by TWA on all new growth and development by local legislation. To avoid doubt, such term includes the supplemental or alternative TWA system capacity demand determination presented by the separate system development surcharge, computed and charged in the manner described in Section 3.12(C) hereof; and, does not include the capital reimbursement surcharge to recover the TWA funding advance presented by the TWA Funding Obligation for the Advanced Treatment Facilities, computed and charged in the manner described in Section 3.02(D) hereof.

**"Tools"** means specialized equipment for research and development to be acquired and installed in the R&D Building.

**"Tradesman"** means any persons or entities entering onto the Leased Premises for the purpose of providing services relating to maintenance, alterations or improvements to the Leased Premises, including electrical, HVAC, plumbing, painting, janitorial or similar services.

**"TWA"** means the Tohopekaliga Water Authority, an independent special district, established and created by special act of the Florida Legislature.

**"TWA Funding Obligation"** means the capital contribution of TWA in an amount not to exceed \$3,200,000 for construction of the Advanced Treatment Facilities at the R&D Center.

**"UCF"** means the University of Central Florida Board of Trustees.

**"UCF Contamination"** means any contamination of the Leased Premises by Hazardous Substances caused by the act or omission of UCF or UCF's Representatives.

**"UCF Default"** means the occurrence of an event described in Section 6.01(A) hereof.

**"UCF Representatives"** means any of UCF's officers, directors, employees, authorized representatives or agents. The term "UCF Representatives" does not include (A) Osceola County or its employees or agents, contractors, subcontractors, concessionaires, invitees or the general public, or (B) any Occupant or Occupant Representatives.

**"UCFRF"** means the University of Central Florida Research Foundation, Inc., a Florida nonprofit corporation and a UCF direct support organization within the definition of Section 1004.28, Florida Statutes.

**SECTION 1.03. INTERPRETATION.** Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Lease Agreement; the term "heretofore" shall mean before the date this Lease Agreement is executed; and the term "hereafter" shall mean after the date this Lease Agreement is executed. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation." Each recital, covenant, agreement, representation and warranty made by a Party herein shall be deemed to have been material and to have been relied on by the other Party to this Lease Agreement. All Parties have participated in the drafting and preparation of this Lease Agreement, and the provisions hereof shall not be construed for or against any Party by reason of authorship.

**SECTION 1.04. SECTION HEADINGS.** Any headings preceding the texts of the several Sections of this Lease Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Lease Agreement nor affect its meaning, construction or effect.

**ARTICLE II**  
**REPRESENTATIONS**

**SECTION 2.01. REPRESENTATIONS OF OSCEOLA COUNTY.** Osceola County makes the following representations as the basis for the undertakings on the part of UCF herein contained:

(A) Osceola County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) Osceola County is not in default under any provisions of applicable law material to the performance of its obligations under this Lease Agreement.

(C) Osceola County has duly authorized the execution and delivery of this Lease Agreement, and assuming the due authorization, execution and delivery by UCF, this Lease Agreement constitutes a valid and legally binding obligation of Osceola County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Lease Agreement, and the compliance by Osceola County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to Osceola County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which Osceola County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of Osceola County, threatened against or affecting Osceola County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Lease Agreement, or any agreement or instrument to which Osceola County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(F) Osceola County is fee simple owner, legal and equitable, of the R&D Center and of the R&D Center Site, as more particularly described in Appendix A.

(G) Osceola County has no knowledge regarding and has received no written notice of any alleged violation of any law, ordinance, order, or regulation affecting the R&D Center Site issued by any governmental or quasi-governmental authority having jurisdiction over the R&D Center Site.

(H) Osceola County has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida

Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the R&D Center Site and, to the best of Osceola County's actual knowledge, information, and belief, the R&D Center Site is not currently under investigation for any such violation.

(I) To the best of Osceola County's knowledge, based on the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012 and the Phase I Environmental Assessment Report Update prepared by Geotechnical and Environmental Consultants, Inc., dated April 2017, the R&D Center Site is in compliance with and there is no violation of any applicable law, ordinance, order, or regulation with respect to any Hazardous Substance, as defined in the Lease Agreement.

(J) To the best of Osceola County's knowledge, based on the Phase I Environmental Site Assessment prepared by Ardaman and Associates, Inc., dated July 20, 2012 and the Phase I Environmental Assessment Report Update prepared by Geotechnical and Environmental Consultants, Inc., dated April 2017, the R&D Center Site does not contain any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity or protected or endangered species.

**SECTION 2.02. REPRESENTATIONS OF UCF.** UCF makes the following representations as the basis for the undertakings on the part of Osceola County herein contained:

(A) UCF is a member institution of the State University System of Florida and has all requisite power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder and thereunder.

(B) UCF is not in default under any provisions of applicable law material to the performance of its obligations under this Lease Agreement.

(C) UCF has duly authorized the execution and delivery of this Lease Agreement, and assuming the due authorization, execution and delivery by Osceola County, this Lease Agreement constitutes a valid and legally binding obligation of UCF, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Lease Agreement, and the compliance by UCF with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to UCF or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which UCF is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of UCF, threatened against or affecting UCF, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Lease Agreement, or any agreement or instrument to which UCF is a

party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**ARTICLE III**  
**GENERAL LEASE TERMS**

**SECTION 3.01. LEASE.**

(A) For and in consideration of the covenants and obligations specified in this Lease Agreement, Osceola County leases the Leased Premises to UCF and UCF leases the Leased Premises from Osceola County, all subject to the conditions and limitations herein expressed.

(B) UCF acknowledges that UCF is familiar with the condition of the Leased Premises through review of *[documents to come]* and a visual inspection on *[to come]* and accepts the Leased Premises in its condition at the beginning of the Lease Term, "AS IS, WHERE IS, WITH ALL FAULTS".

(C) Except as otherwise provided herein, UCF shall have sole and exclusive rights pertaining to the sales, lease, placement, size, form and content of all exterior and interior signage to be located on the R&D Center Site, subject to compliance with all applicable County regulations. All signage shall be purchased, installed, maintained and, if necessary, replaced by UCF at its sole expense.

(D) UCF shall be permitted to make such alterations to the Leased Premises as UCF deems necessary or convenient to operate the Leased Premises for the purpose described in Article IV hereof.

(E) Osceola County shall retain the right to grant utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements or licenses to others over, under, through, across or on the R&D Center Site but only to the extent reasonably necessary to provide services to the R&D Center Site, the property described in Appendix B of the Restated Development Agreement or other property adjacent thereto; provided, however, that such grant and any use permitted thereby (1) is not materially detrimental to the use or operation of the R&D Center for the purposes described in the Restated Development Agreement, and (2) will not weaken, diminish or impair lateral or subjacent support to the R&D Building to be constructed pursuant to the Restated Development Agreement.

**SECTION 3.02. RENT.**

(A) The Base Rent will be \$1.00 per year.

(B) This Lease Agreement is what is commonly called a "triple net lease," it being understood that Osceola County shall receive all Base Rent and Additional Rent, as provided in this Lease Agreement, free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the Base Rent and Additional Rent required by this Lease Agreement, except as expressly provided herein to the contrary, UCF shall pay to the parties respectively entitled thereto all taxes, assessments, premiums for insurance required by Section 3.13 hereof, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease

Agreement during the term hereof. All of such charges, costs and expenses shall constitute Additional Rent, and upon the failure of UCF to pay any such costs, charges or expenses, Osceola County shall have the same rights and remedies as otherwise provided in this Lease Agreement for the failure of UCF to pay Base Rent. With the exception of termination for an Osceola Default, or as otherwise set forth herein, it is the intention of the Parties hereto that this Lease Agreement shall not be terminable for any reason by UCF and that, but for termination for an Osceola Default, or as otherwise set forth herein, UCF shall in no event be entitled to any abatement of or reduction in Base Rent or Additional Rent payable under this Lease Agreement except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the Parties.

**SECTION 3.03. TERM.** The term of this Agreement shall commence on the date the R&D Center reaches Substantial Completion, as defined in the Restated Development Agreement, and extend for a period of forty years; provided however, that following the date on which the Sales Tax Bonds and any obligations issued by Osceola County to refund the Sales Tax Bonds have been retired, Osceola County shall execute and deliver all documents necessary to convey the R&D Site, the R&D Center and all Tools then owned by Osceola County to UCF, which shall not be deemed a release subject to Section 3.06(B). Any and all costs related to such conveyance shall be paid by UCF.

**SECTION 3.04. MAINTENANCE REQUIREMENTS.**

(A) UCF shall keep the interior and exterior of the Leased Premises (including, but not limited to the foundations, roof and structural portions of the walls) and all furniture, fixtures and equipment (excluding research equipment other than Tools) in condition comparable to other research facilities, including making necessary replacements, improvements, additions and substitutions thereto and, in connection therewith, and formulating and implementing preventative maintenance and other programs designed to efficiently and effectively maintain the condition of the Leased Premises, including all "back of the house" areas, HVAC serving the R&D Building, fire and life safety, electrical, plumbing and other building systems. Without limiting the foregoing, UCF shall negotiate, enter into and administer maintenance contracts for elevators, major life safety systems, chillers, boilers and other major HVAC equipment and such other equipment and systems as UCF determines appropriate, in its sole and absolute discretion. All such repair, maintenance replacements, improvements and substitutions shall be at UCF's sole cost and expense.

(B) If and only as required by Section 255.05, Florida Statutes, UCF shall provide, or cause its contractors to provide, a payment and performance bond. All replacements and restorations will be in quality and class equal to or better than the original R&D Center located on the R&D Center Site.

**SECTION 3.05. ALTERATIONS AND IMPROVEMENTS.**

(A) UCF may make, at its sole cost and expense, alterations and improvements to the R&D Center consistent with its use as a technology research and development center, and which are not Material Alterations, without the consent of Osceola County, provided that UCF provides Osceola County with prior written notice thereof. Material Alterations shall require prior written consent from Osceola County, which shall not be withheld unreasonably. UCF will design and

construct any such alterations or improvements using its own funds or funds provided to UCF by Occupants or other third parties, in compliance with all applicable County ordinances and codes and state and federal statutes, rules and regulations. Any such alterations or improvements shall be completed in a good, workmanlike and lien-free manner.

(B) UCF shall select and engage qualified architects, engineers and other necessary professionals, and shall cause the preparation of construction documents for the alterations or improvements and update the Building Information Model (BIM) prepared during construction of the R&D Center. The construction documents shall detail the requirements for the construction of such alterations or improvements, based on materials and systems selected by UCF, and shall be compliant with all codes, laws or regulations which have been enacted at the time of their preparation. Following preparation and peer review of the construction documents, UCF will provide a copy to the County Manager, or his designee, for review. If the County Manager, or his designee, fails to state his approval or disapproval of the construction documents, in writing, within ten business days of the date they are provided by UCF for review, such documents shall be deemed to have been approved. Construction of the alterations or improvements shall be in accordance with these construction documents as approved by UCF and the County Manager, or his designee.

(C) UCF shall obtain all necessary permits, approvals, licenses required for the construction, use and occupancy of the alterations or improvements. Promptly upon compliance with all applicable conditions of approval, all County permits required for construction of the alterations or improvements shall be granted to UCF. If required by Section 255.05, Florida Statutes, UCF shall provide, or cause its contractor to provide, a payment and performance bond.

(D) Upon receipt of a written request from Osceola County, UCF shall assign in writing to Osceola County all rights which UCF may then possess against (1) any parties who prepared the construction documents for the alterations or improvements, and (2) all contractors, subcontractors and material suppliers for the alterations or improvements, reserving to UCF the right to subsequently prosecute any claims against said parties that may arise as a result of any claims, action, loss, damage or expense sustained by UCF arising out of any of the construction documents for the alterations or improvements or the construction of the alterations or improvements.

(E) Osceola County and UCF intend that any alterations and improvements made pursuant to this Section shall become part of the Leased Premises during the Lease Term and owned by Osceola County if this Lease Agreement is terminated by Osceola County pursuant to Section 6.01 hereof.

**SECTION 3.06. TOOLS AND OTHER REMOVABLE TRADE FIXTURES.**

(A) Tools installed in the R&D Building prior to the Lease Term pursuant to the Restated Development Agreement or during the Lease Term pursuant to this subsection (A) shall be the property of Osceola County become part of the Leased Premises during the Lease Term. Upon termination of this Lease Agreement by Osceola County pursuant to Section 6.01 hereof for a UCF Default, Tools shall remain the property of Osceola County.

(B) Osceola County shall release any Tool installed pursuant to the Restated Development Agreement or the foregoing subsection (A) from the Leased Premises and transfer ownership of the same to UCF pursuant to Section 125.38, Florida Statutes, if UCF replaces such with a Tool of comparable value and utility. UCF may petition the County Manager to release any such Tool from the Leased Premises, providing a written description of the Tool to be released and the replacement Tool of comparable value and utility. If the County Manager determines that UCF's replacement proposal meets the requirements of this subsection (B), Osceola County shall execute such reasonable documents and instruments of conveyance as may be required by Section 125.38, Florida Statutes, to release such Tool from the Leased Premises and transfer ownership to UCF. In such event, the replacement Tool shall become part of the Leased Premises during the remaining Lease Term.

(C) UCF may acquire and install, or permit the acquisition and installation of, additional Tools and other removable trade fixtures in the R&D Building using its own funds or funds provided to UCF by the Occupants or other third parties; provided that such installation does not adversely affect compliance with the applicable cleanroom standards for the cleanroom research/fabrication space in which such Tools or other removable trade fixtures are installed. Tools and other removable trade fixtures installed in the R&D Building during the Lease Term pursuant to this subsection shall be the property of UCF or the Occupant or other third party providing such Tool or removable trade fixtures.

#### **SECTION 3.07. EXISTING HAZARDOUS SUBSTANCES.**

(A) Osceola County warrants and represents that all information provided and stated in UCF's co-application with Osceola County for the ~~U.S. Department of Commerce Financial Assistance Award application and subsequent contract~~EDA Grant regarding contamination from toxic and hazardous substances, the description of the R&D Center Site, and statements relating to eminent domain, is accurate, and Osceola County shall hold harmless, release, and indemnify UCF, its Board of Trustees, officers, employees, and agents from and against any liabilities, damages, causes of action, judgments, liens, penalties, fines, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation) resulting from, arising out of, or in connection with the information and statements set forth in UCF's co-application with Osceola County for the ~~U.S. Department of Commerce Financial Assistance Award application and/or the subsequent contract~~EDA Grant.

(B) If Hazardous Substances are discovered on the Leased Premises that were in existence prior to the term of this Lease Agreement, then Osceola County, at its sole cost and expense, shall promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, Osceola County shall not take any required remedial action in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims without first notifying UCF of Osceola County's intention to do so and affording UCF the opportunity to appear, intervene or otherwise appropriately assert and protect its interests with respect thereto. Notwithstanding the foregoing, Osceola County may take remediation action without providing prior written notice to UCF of the required action if such action is necessary in order to prevent imminent danger to property or persons. Osceola County shall cause any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of Hazardous Substances are discovered

on the Leased Premises that were in existence on the Effective Date to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Osceola County shall promptly deliver to UCF copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of Osceola County's remediation of any such Hazardous Substances.

(C) In addition to all other rights and remedies of UCF hereunder, if Osceola County does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Hazardous Substances discovered on the Leased Premises that were in existence prior to the term of this Lease Agreement, and thereafter commence the required remediation of such Hazardous Substances within thirty days after UCF has reasonably approved Osceola County's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then UCF, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Osceola County shall reimburse UCF within fifteen business days of UCF's demand for reimbursement of all amounts reasonably paid by UCF (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by UCF of the amounts demanded.

(D) All representations, warranties and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

**SECTION 3.08. HAZARDOUS SUBSTANCES – UCF.**

(A) UCF hereby agrees that UCF Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances, except in compliance with applicable Environmental Law. Furthermore, UCF shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by UCF or any UCF Representatives of Hazardous Substances on the Leased Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises.

(B) If a UCF Contamination shall occur at any time during the Lease Term, then UCF, at its sole cost and expense, shall promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, UCF shall not take any required remedial action in response to any UCF Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any UCF Contamination without first notifying Osceola County of UCF's intention to do so and affording Osceola County the opportunity to appear, intervene or otherwise appropriately assert and protect Osceola County's interest with respect thereto. Notwithstanding the foregoing, UCF may take remediation action without providing Osceola County with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons. In addition to all other rights and remedies of Osceola County hereunder, if UCF does not promptly and diligently take all steps to prepare and obtain all necessary approvals

of a remediation plan for any UCF Contamination, and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with a UCF Contamination within thirty days after Osceola County has reasonably approved UCF's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Osceola County, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and UCF shall reimburse Osceola County within thirty business days of Osceola County's demand for reimbursement of all amounts reasonably paid by Osceola County (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by Osceola County of the amounts demanded. UCF shall promptly deliver to Osceola County copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of UCF's remediation of any UCF's Contamination.

(C) UCF shall cause any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of UCF's Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(D) Each Party hereto shall immediately notify the other Party in writing of: (1) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Leased Premises pursuant to any Environmental Law; (2) any claim made or threatened by any person against the notifying Party or the Leased Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substance on or about the Leased Premises; and (3) any reports made to any environmental agency arising out of or in connection with any Hazardous Substance in or removed from the Leased Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the notifying Party of actual knowledge of any of the foregoing matters. The notifying Party shall also supply to the notice recipient as promptly as possible, and in any event within five business days after notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or UCF's use thereof.

(E) UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. Osceola County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Osceola County and its officers, employees, servants, and agents thereof while acting within the scope of their employment by Osceola County. UCF and Osceola County agree that nothing contained herein shall be construed or interpreted as (x) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (y) the consent of the State of Florida or its agents or agencies to be sued, or (z) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

(F) All representations and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

**SECTION 3.09. HAZARDOUS SUBSTANCES – OCCUPANTS.**

(A) UCF hereby agrees that it shall prohibit all Occupant Representatives from using, generating, manufacturing, refining, producing, processing, storing or disposing of, on, under or about the Leased Premises or transport to or from the Leased Premises in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances, except in compliance with applicable Environmental Law. Furthermore, UCF shall require each Occupant, at the Occupant's own expense, to procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the Occupant or any Occupant Representatives of Hazardous Substances on the Leased Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Leased Premises.

(B) If an Occupant Contamination shall occur at any time during the Lease Term, then UCF shall require each Occupant, at the Occupant's sole cost and expense, to promptly and diligently remove such Hazardous Substances from the Leased Premises or the groundwater underlying the Leased Premises. However, the Occupant shall not take any required remedial action in response to any Occupant Contamination in or about the Leased Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Occupant Contamination without first notifying UCF and Osceola County of the Occupant's intention to do so and affording UCF and Osceola County the opportunity to appear, intervene or otherwise appropriately assert and protect UCF's and Osceola County's respective interests with respect thereto. Notwithstanding the foregoing, an Occupant may take remediation action without providing UCF and Osceola County with prior written notice of the required action if such action is necessary in order to prevent imminent danger to property or persons. In addition to all other rights and remedies of Osceola County hereunder, if an Occupant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Occupant Contamination, and thereafter commence the required remediation of any Hazardous Substances released or discharged in connection with an Occupant Contamination within thirty days after UCF and Osceola County has reasonably approved the Occupant's remediation plan and all necessary approvals and consents have been obtained and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Osceola County, at its sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and UCF shall require the Occupant to reimburse Osceola County within thirty business days of Osceola County's demand for reimbursement of all amounts reasonably paid by Osceola County (together with interest on said amounts at the Prime Rate until paid), when said demand is accompanied by proof of payment by Osceola County of the amounts demanded. UCF the Occupant to promptly deliver to Osceola County copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Substances removed from the Leased Premises as part of the Occupant's remediation of any Occupant Contamination.

(C) UCF shall require the Occupant to have any and all Hazardous Substances removed from the Leased Premises as part of the required remediation of the Occupant Contamination to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes.

(D) UCF shall require each Occupant to assume any and all risks of personal injury and property damage attributable to (1) the negligent acts or omissions of the Occupant and its officers, employees, servants, and agents thereof while acting within the scope of their employment by the Occupant.

(E) All representations and obligations made or given under this Section shall survive the expiration or earlier termination of this Lease Agreement.

**SECTION 3.10. LIENS.**

(A) UCF shall not mortgage or otherwise encumber its interest in this Lease Agreement.

(B) UCF will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises, any part thereof or upon UCF's leasehold interest, which arises out of the use or occupancy of the Leased Premises by UCF or by reason of any labor or materials furnished or claimed to have been furnished to UCF or by reason of any construction, addition, alteration or repair of any part of the Leased Premises by UCF. If any such lien is filed against the Leased Premises, UCF cause such lien or claim to be released or discharged with respect to the Leased Premises by payment or bonding within thirty days after notice of the filing thereof. If UCF fails to transfer or discharge the claim or lien, Osceola County may discharge or transfer the claim or lien to bond or other security and UCF shall pay Osceola County all amounts so incurred, together with interest at the Prime Rate. Nothing contained in this Lease Agreement shall be construed as constituting the consent or request of Osceola County, expressed or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Premises or any part thereof. Notwithstanding anything to the contrary set forth in this Lease Agreement, in no event shall the interest of Osceola County in all or any part of the Leased Premises be subject to any construction, mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of UCF, whether or not the same shall be made or done with the consent of Osceola County or by agreement between UCF and Osceola County.

(C) UCF shall not be required, nor shall Osceola County have the right, to pay, discharge, or remove any charges, liens or encumbrances, or to comply with any legal requirements applicable to the Leased Premises, so long as UCF contests the existence, amount or validity of the matter in question by appropriate proceedings. This right of UCF to withhold performances while proceedings are pending shall apply only if UCF's proceedings effectively prevent any sale, forfeiture or loss of the Leased Premises or Osceola County's rights under this Lease Agreement. Nothing contained in this Section shall be deemed to relieve UCF from any obligation to pay the rent or other obligations hereunder not contested by UCF. Osceola County shall not be required to join in any contest by UCF pursuant to this Section unless the law or regulations then in effect require that the proceeding be brought by or in the name of Osceola County. In such event, Osceola County shall join the proceedings or permit them to be brought in its name; however, Osceola County will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings and UCF shall reimburse Osceola County for any of such costs and expenses. On or before the expiration or earlier termination of this Lease Agreement, UCF

shall cause any mortgages, deeds of trust, liens or encumbrances created by, through or under UCF to be fully released and discharged.

**SECTION 3.11. TAXES, ASSESSMENTS AND OTHER CHARGES.**

(A) UCF shall pay, prior to delinquency: (1) all lawfully imposed taxes, assessments, levies, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are during the Lease Term, imposed or levied upon or assessed against (a) the Leased Premises, or any portion thereof, including the R&D Center Site and any improvements now or hereafter located on the R&D Center Site (including the R&D Center), (b) any Base Rent or any Additional Rent or other sum payable by UCF hereunder or (c) this Lease Agreement, the leasehold estate hereby created or which arises in respect of the operation, possession or use of the Leased Premises; and (2) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account all customary deductions (e.g., depreciation and interest) relating to the Leased Premises) lawfully imposed or levied upon, assessed against or measured by any rent. If UCF fails to pay any of the foregoing before they become delinquent, Osceola County, after notice to UCF, may pay such delinquent taxes, assessments, levies, fees, fines, penalties and governmental charges, and all expenditures and costs incurred thereby shall be payable as Additional Rent hereunder within thirty days after such notice to UCF. UCF shall pay all lawfully imposed taxes and assessments in connection with the Leased Premises, and shall provide Osceola County with copies of all paid bills for taxes and assessments no later than thirty days after the date payment was due. Should UCF fail to pay any taxes, assessments, charges or any other amounts required to be paid by UCF pursuant to this Section, such failure shall constitute a UCF Default under this Lease Agreement and Osceola County, in addition to any other right provided to Osceola County under this Lease Agreement, may pay any such tax, assessment, charge or other amount and the sums so paid by Osceola County shall be paid by UCF to Osceola County as Additional Rent and shall accrue interest at the Prime Rate until paid by UCF. UCF's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement.

(B) All real estate taxes and assessments which are due and payable within one year after the expiration of the Lease Term shall be prorated as of the date of expiration of the Lease Term, on the basis of the fiscal year with respect to which such taxes or assessment are assessed. UCF shall be responsible for and shall pay the portion of such lawfully imposed taxes relating to the period through and including the expiration of the Lease Term.

(C) Any rebates, refunds, or abatements of taxes, assessments, charges, or other amounts paid under this section shall be refunded to UCF on a pro rata basis within thirty days of receipt thereof by Osceola County. Any such rebate, refund, or abatement realized by Osceola county prior to payment by UCF shall result in an immediate reduction in UCF's pro rata portion of the taxes, assessments, charges, or other amounts then due to Osceola County.

**SECTION 3.12. UTILITIES.**

(A) At its sole cost and expense, UCF shall obtain and promptly pay, or require the R&D Center Manager to obtain and pay for all utility, communication and other services furnished to or consumed on the Leased Premises, including, but not limited to, electricity, cable, gas, water

and wastewater (including the amounts specifically described in the following subsections (B) through (G)), heat, telephone, janitorial, garbage collection, and all charges related to any of these services, including any tap-in, connection or impact fees. Should UCF or the R&D Center Manager fail to pay the charges for any utility, communication or other services to be paid by UCF or the R&D Center Manager pursuant to this Section, such failure shall constitute a UCF Default under this Lease Agreement and Osceola County, in addition to any other right provided to Osceola County under this Lease Agreement, may pay any such charges and the sums so paid by Osceola County shall be paid by UCF to Osceola County as Additional Rent and shall accrue interest at the Prime Rate until paid by UCF. UCF's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement to the extent charges accrue prior to the expiration or termination date.

(B) Water and wastewater rates, fees and charges will be directly billed by TWA to UCF or the R&D Center Manager on a non-discriminatory basis with regard to other similarly classified TWA users and customers. In addition, a separate monthly bill will be sent directly by TWA to UCF or the R&D Center Manager for the System Development Charges, computed in the manner described in the following subsection (C), and a separate capital surcharge for reimbursement of the TWA Funding Obligation, computed in the manner described in the following subsection (D). TWA has reserved the right to bill Osceola County for such rates, fees and charges, if the foregoing billing protocol becomes problematic for TWA or the use of termination of service to compel payment is determined not effective or practical by TWA. In such event, rates, fees or charges shall be payable by UCF as Additional Rent.

(C) UCF acknowledges and agrees that development of the R&D Center requires the payment of System Development Charges to TWA.

(1) The total amount of System Development Charges for the R&D Center upon commencement of the Lease Term (other than the Advanced Treatment Facilities) will be payable over a period of ten years with interest from the date of the first monthly utility bill sent concerning the R&D Center at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

(2) TWA will also allow for the alternative calculation of System Development Charges for the Advanced Treatment Facilities resulting from the R&D Center generating an increase in average flow over a period of twelve consecutive months not less than five percent over the flow for which System Development Charges have been previously paid under this subsection (2) and shall be calculated and paid as follows:

(a) System Development Charges for water capacity shall be based upon (i) then currently applicable TWA System Development Charge resolutions

for buildings and improvements which are characterized as new growth and development, and (ii) the estimated flows necessary to serve the ROWS (which estimated flows shall be determined and charged incrementally as the ROWS achieves capacity or is expanded for additional capacity).

(b) System Development Charges for wastewater capacity will be based upon (i) then currently applicable TWA System Development Charge resolutions for buildings and improvements which are characterized as new growth and development, and (ii) the estimated flows necessary to accept the additional wastewater resulting from operation of the R&D Center and delivered from the AWNS to TWA's wastewater collection system (which estimated flows shall be determined and charged incrementally as the AWNS achieves capacity or is expanded for additional capacity).

(c) System Development Charges for expansion or incremental flow increases arising from the operation of the R&D Center will be payable over a period of ten years with interest from the first monthly utility bill sent concerning the R&D Center following such expansion or incremental flow increase at the same interest rate per annum then established by TWA for all other such installment payments of System Development Charges for other customers.

(3) Monthly incremental payments of the System Development Charges shall be collected on a monthly utility bill from TWA, as described in this subsection (C). UCF will timely pay or require the R&D Center Manager to timely pay the System Development Charge.

(4) At its sole option, UCF may satisfy its obligation for the payment of the outstanding balance of System Development Charges by prepaying the remaining principal balance of such System Development Charges plus interest accrued to the date of such prepayment.

(D) The parties acknowledge and agree that TWA shall also be entitled to recover the amount of the TWA Funding Obligation through a capital reimbursement surcharge computed in the manner described in this subsection (D). The amount of TWA Funding Obligation actually funded by TWA, which shall not exceed \$3,200,000 for construction of the Advanced Treatment Facilities will be payable monthly as a capital reimbursement surcharge over ten years with interest from the first monthly utility bill sent concerning the R&D Center following Completion at the same interest rate per annum then established by TWA for installment payment of System Development Charges for all other TWA customers. Such interest rate determination will be based upon the average for the most recent prior five years for 30-year maturity Treasury yield curve rates (determined each year as of October 1) based upon data obtained from the U.S. Department of the Treasury, or such other cost of funds index or rate used, or last used, by TWA for providing ratepayer financing of capital to serve new growth or development. TWA will also allow for such amounts to be amortized over a thirty-year period, with the balance due required to be paid in full as a final balloon payment at the end of the ten-year period.

(E) UCF shall pay or require the R&D Center Manager to pay all monthly incremental payments associated with repayment of the amount of the TWA Funding Obligation, as described in the foregoing subsection (D), until the aggregate remaining principal balance, including interest due, has been reduced to zero.

(F) At its sole option, UCF may satisfy its obligation for the payment of the TWA Funding Obligation by prepaying the remaining principal balance of such TWA Funding Obligation, plus interest accrued to the date of such prepayment.

(G) UCF shall provide written notice of all of the foregoing rates, fees and charges to the R&D Center Manager and any other user of the R&D Center to be billed for such rates, fees and charges. Evidence of compliance with such covenant shall be provided upon request and by periodic certification from UCF to TWA.

(H) Terms for any future expansion of the Advanced Treatment Facilities, if any, shall be negotiated and agreed upon in writing by the Parties in advance. Such negotiation may be initiated by either Party, with initiation at such time as a particular need for future expansion is identified and reasonably anticipated. This subsection shall not be construed to require either Party to fund a future expansion project.

**SECTION 3.13. INSURANCE – UCF.**

(A) At all times during the term of this Lease Agreement, UCF shall provide insurance for the R&D Center Site and the R&D Center, including the Advanced Treatment Facilities by:

(1) participating in the State Risk Management Trust Fund for General Liability and Workers Compensation Coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Pursuant to this Fund, UCF shall provide and maintain during the term of this Agreement general liability coverage of \$200,000 each person and \$300,000 each occurrence; workers' compensation insurance to comply with applicable state workers' compensation, occupational disease laws and any rule promulgated thereunder; and fleet automobile liability coverage of \$200,000 per person and \$300,000 per occurrence for general liability and \$10,000 each person/occurrence for personal injury;

(2) maintaining General Liability insurance for the R&D Center premises, including the Advanced Treatment Facilities, with limits of \$1,000,000 per occurrence and aggregate; and

(3) maintaining umbrella or excess liability insurance for the R&D Center premises, including the Advanced Treatment Facilities, with limits of \$5,000,000 per occurrence and aggregate.

(B) The terms, exclusions to coverage, and other conditions of the insurance and coverages in subsection (A) shall be submitted to and administratively approved by TWA, in writing, prior to any binder or agreement to coverage with the insurer, and thereafter prior to any subsequent changes or modifications. Approval by TWA shall not be unreasonably withheld.

(C) At all such times regarding the Advanced Treatment Facilities and R&D Center, UCF or the R&D Center Manager shall furnish evidence of the insurance coverages described in this Section to TWA. Whenever legally possible, the certificates shall name TWA as an insured. Any certificates shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving the County and TWA thirty (30) days prior written notice of such proposed action, except in the event of non-payment of the premium, for which the County and TWA shall be given ten (10) days prior written notice of such proposed action. Receipt of notice, certificates or other documentation of insurance which indicates reduction of coverage or less coverage than required, or failure to obtain coverages described in this Section, does not constitute a waiver by County of the obligation by UCF or the R&D Center Manager to fulfill the insurance requirements specified herein.

**SECTION 3.14. INSURANCE – COUNTY.** At all times during the term of this Lease Agreement, Osceola County shall maintain insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, to the Leased Premises, excluding contents of the R&D Building for the full ~~insurable~~ replacement value thereof.

**SECTION 3.15. INSURANCE – R&D PARTICIPANTS.**

(A) To the extent permitted by law, UCF shall require all R&D Participants to:

(1) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Leased Premises, or otherwise arising under this Lease Agreement;

(2) maintain umbrella or excess liability insurance;

(3) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(4) maintain appropriate workers' compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Florida; and

(5) maintain professional liability insurance and self-insured employment practices liability coverage.

(B) Such liability insurance shall be maintained in the following minimum amounts:

(1) Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

(2) Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

(3) Umbrella or Excess Liability

\$3,000,000 per occurrence and aggregate

(4) Workers Compensation

As required by law

(5) Professional Liability/Errors & Omissions

\$1,000,000 each occurrence/aggregate – to include entity coverage

(6) Crime Coverage

Type: Blanket Crime Bond Limit: \$500,000

(C) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of an R&D Participant on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such R&D Participant.

(D) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida; provided that insurance companies with a rating from A. M. Best Company of A-7 or better shall be deemed satisfactory. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

### **SECTION 3.16. INSURANCE – CONTRACTORS.**

(A) To the extent permitted by law, UCF shall require all Contractors to provide insurance in compliance with the following table, based on the aggregate value of the construction services to be provided:

	Over \$2,000,000	\$500,000 to \$2,000,000	\$100,000 to \$500,000	Under \$100,000
Minimum Insurer Rating	A.M. Best – A	A.M. Best – A-	No Requirement	No Requirement
Workers' Compensation	\$1M/\$1M/\$1M	\$1M/\$1M/\$1M	\$1M per occurrence	\$1M per occurrence
General Liability – Comprehensive	\$1M/\$2M aggregate	\$1M/\$2M aggregate	\$1M/\$1M aggregate	\$1M/\$1M aggregate
General Liability – Auto, Injury and Property Damage	\$1M each	\$1M each	\$1M Each or Bodily Injury \$300k per person and Property Damage \$100k per accident	\$1M Each or Bodily Injury \$300k per person and Property Damage \$100k per accident
General Liability – Excess Liability	\$10M	<\$750k = \$2M, >\$750k = \$10M	No Requirement	No Requirement
General Liability – Completed Operations	\$2M	\$2M	No Requirement	No Requirement
General Liability – Owner & Contractor/CM Protective Liability	\$1M/\$2M	\$1M/\$2M	No Requirement	No Requirement
General Liability – Contractual Liability	\$1M/\$2M aggregate	\$1M/\$2M aggregate	No Requirement	No Requirement
Builder's Risk	To be provided by Contractor	To be provided by Contractor	No Requirement	No Requirement

(B) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Contractor on the Leased Premises (1) will not expose either UCF or Osceola County to risks insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Contractor.

(C) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

**SECTION 3.17. INSURANCE – TRADESMEN AND DESIGNERS.**

(A) To the extent permitted by law, UCF shall require all Tradesmen and Design Professionals to provide insurance in compliance with the following table, based on the aggregate value of the construction services to be provided:

	Tradesmen	Design Professionals
Minimum Insurer Rating	No Requirement	No Requirement
Workers' Compensation	\$1M per occurrence	\$1M/\$1M/\$1M
General Liability – Comprehensive	\$1M/\$2M aggregate	\$1M/\$2M aggregate
General Liability – Auto, Injury and Property Damage	\$1M Combined Bodily Injury and Property Damage	\$1M Combined Each Accident
General Liability – Excess Liability	\$1M	\$1M
General Liability – Completed Operations	\$1M	\$2M aggregate
Medical Expense	\$5,000	\$5,000
Damage to Rental Premises	\$50,000	No Requirement
Personal and Advertising Injury	\$1M	\$1M
Fire Damage		\$50,000 per fire
Professional Liability	No Requirement	\$1M Claim/Aggregate

(B) Any of the foregoing insurance coverage requirements may be eliminated or reduced if UCF and Osceola County both agree in writing that the undertakings of a Tradesmen and Design Professional on the Leased Premises (1) will not expose either UCF or Osceola County to risks

insured by any specific coverage or coverages, or (2) the required minimum amount of such specific coverage or coverages significantly exceeds the maximum potential risk exposure of both UCF and Osceola County from the undertakings of such Tradesmen and Design Professional.

(C) All such insurance shall be written in form and substance satisfactory to UCF and Osceola County in their reasonable judgment by an insurance company of recognized responsibility authorized to do business in the State of Florida. UCF shall furnish evidence of such insurance to Osceola County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving UCF and Osceola County thirty-days prior written notice of such proposed action, except in the event of non-payment of the premium, for which UCF and Osceola County shall be given ten-days written notice of such proposed action.

**SECTION 3.18. DAMAGE OR DESTRUCTION.**

(A) If less than 50 percent of the R&D Center is damaged or destroyed by fire or other casualty required to be covered by the insurance described in Section 3.14 hereof, then UCF shall repair, restore, replace or rebuild the R&D Center as nearly as is reasonably possible to the condition and character of the R&D Center immediately prior to the occurrence of the damage or destruction. Proceeds of the insurance required by Section 3.14 hereof shall be available to UCF for this purpose. To the extent the insurance proceeds exceed the amount required to repair, restore, replace or rebuild the R&D Center, the remainder shall be paid to Osceola County.

(B) If more than 50 percent of the R&D Center is damaged or destroyed by fire or other casualty required to be covered by the insurance described in Section 3.14 hereof or such damage or destruction occurs during the final two years of the Lease Term:

(1) UCF may elect to terminate this Lease Agreement by providing written notice to Osceola County not less than 120 days following such damage or destruction.

(2) If UCF does not elect to terminate this Lease Agreement, UCF shall repair, restore, replace or rebuild the R&D Center as nearly as is reasonably possible to the condition and character of the R&D Center immediately prior to the occurrence of the damage or destruction. Proceeds of the insurance required by Section 3.14 hereof shall be available to UCF for such purpose. To the extent the insurance proceeds exceed the amount required to repair, restore, replace or rebuild the R&D Center, the remainder shall be paid to Osceola County.

**SECTION 3.19. QUIET ENJOYMENT.** So long as UCF pays the Base Rent, Additional Rent and other sums payable under this Lease Agreement as and when due and performs UCF's covenants and complies with all of the terms and provisions of this Lease Agreement, UCF shall peacefully and quietly hold the Leased Premises throughout the Lease Term free from hindrance or molestation by County and others claiming by or under Osceola County, but subject, however, to the terms of this Lease Agreement. The provisions of this Section are in lieu of any implied covenants of title and quiet enjoyment.

**SECTION 3.20. ENTRY AND INSPECTION.** Osceola County shall have the right, upon 24 hours' prior notice (except in case of an emergency in which event no notice shall

be required), to enter the Leased Premises for the purpose of (A) examinations or inspections of the same, (B) making such repairs or alterations therein as permitted by County pursuant to the terms of this Lease Agreement or as County may reasonably deem necessary to preserve the value of the Leased Premises and (C) during the last year of the Lease Term only, showing the Leased Premises to prospective tenants or purchasers; and such entry not be deemed to be an actual or constructive eviction.

**SECTION 3.21. SURRENDER.** The following provisions shall apply if this Lease Agreement is terminated by Osceola County pursuant to Section 6.01 hereof.

(A) UCF shall yield the Leased Premises to Osceola County in good order and repair, and licenses granted herein to UCF shall automatically terminate and UCF shall execute a document, to be recorded in the public records, acknowledging the termination of this Lease Agreement. Except as otherwise provided in this Lease Agreement, the R&D Center and any leasehold improvements shall become the sole property of Osceola County without any compensation to UCF and free and clear of any right, title, interest, claim or demand of UCF or of anyone claiming through or under UCF. UCF agrees to execute such documents and instruments of conveyance as may be required by Osceola County to confirm such ownership in Osceola County.

(B) UCF shall assign to Osceola County all of UCF's interest in all subleases and any prepaid rent or deposits thereunder, along with UCF's interest in the total amount of any reserve accounts for capital repairs, replacements, operating expenses or other like items paid to UCF by occupants of the R&D Center, to the extent permitted by law and the terms of any agreements between UCF and the sublessees.

(C) Notwithstanding the foregoing but subject to the removal provisions below, Tools installed pursuant to Section 3.06 hereof shall remain the sole property of UCF (or the Occupant or other third party providing such Tools) if removed prior to the termination of this Lease Agreement, without any compensation to Osceola County and free and clear of any right, title, interest, claim, or demand of Osceola County or of anyone claiming through or under Osceola County. Osceola County agrees to execute such documents and instruments of conveyance as may be required by UCF to confirm such ownership in UCF (or the Occupant or other third party providing such Tools). UCF may remove such Tools, any of UCF's trade fixtures, furniture, furnishings, and other personal property from the Leased Premises and UCF shall repair any damage which may result to the Leased Premises from such removal; provided, however, UCF shall not remove any Tools, trade fixtures or equipment without Osceola County's prior written consent if the removal of the Tools, fixtures or equipment will impair the structure of the R&D Building. In the event UCF fails to remove those items, the items shall be deemed abandoned and shall be the property of Osceola County.

**SECTION 3.22. HOLDING OVER.** A holding over beyond the expiration of the Lease Term, whether with Osceola County's written consent or without Osceola County's consent, shall operate as an extension of this Lease Agreement on a month to month basis on the same terms and conditions in effect immediately prior to the expiration, except that Base Rent shall be one hundred ten percent of the Base Rent. If UCF holds over with the written consent of Osceola County, then the extended term may be terminated either by Osceola County or UCF by giving

thirty days' written notice to the other. Nothing contained in this Section however, shall be construed as a consent by Osceola County to any hold over by UCF, and Osceola County expressly reserves the right to require UCF to surrender possession of the Leased Premises to Osceola County upon expiration or other termination of this Lease Agreement, and the provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Osceola County provided herein or at law if UCF holdovers without Osceola County's written consent.

**SECTION 3.23. SURVIVAL OF OBLIGATIONS.** All obligations of UCF hereunder arising during the term but not fully performed as of the expiration or earlier termination of this Lease Agreement shall survive the expiration or earlier termination of this Lease Agreement, including without limitation, all obligations concerning the payment of Base Rent, Additional Rent and other expenses and charges required to be paid hereunder by UCF for the period prior to the expiration or earlier termination of this Lease Agreement.

**SECTION 3.24. EMINENT DOMAIN.** In addition to, and without limiting the obligations of Osceola County as set forth in Section 3.07(A), if there shall be taken during the Lease Term by any condemning authority of more than ten percent of the Leased Premises, upon written notice within thirty days after such taking, UCF shall have the option to terminate this Lease Agreement. All sums awarded or agreed upon between UCF and the condemning authority for the taking of a UCF's removable trade fixtures and/or Tools acquired by UCF shall be the property of UCF. UCF shall have the right to pursue any separate award from the condemning authority for relocation expenses, loss of business, or other non-real estate related awards.

**ARTICLE IV  
USE AND OCCUPANCY**

**SECTION 4.01. TAX COVENANT.** *[subject to review by tax counsel]* UCF acknowledges that Osceola County has issued the Sales Tax Bonds in compliance with the conditions necessary for interest on the Sales Tax Bonds to be excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code. It is the intent of Osceola County and UCF that the interest on the Sales Tax Bonds and any refunding obligations issued under the requirements of Section 103(a) of the Code be and remain excludable from gross income for federal income tax purposes. To that end, UCF covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Sales Tax Bonds, which was excludable from the gross income of the bondholders for federal income taxes on the date of their issuance, shall continue to be so excludable.

**SECTION 4.02. MANAGEMENT SERVICES AGREEMENT.** *[subject to review by tax counsel]*

(A) Unless UCF elects to operate the R&D Center directly, it shall have a management service agreement with an entity qualified to manage the R&D Center, including the Advanced Treatment Facilities. Each such management services agreement shall include the following:

(1) a statement that such agreement is intended to and shall constitute a "qualified management agreement" in compliance with applicable requirements of Section 141 of the Internal Revenue Code, as amended, and Rev. Proc. 2016-44 and successors thereto, and shall be interpreted in accordance with such requirements;

(2) a representation that the R&D Center Manager has reviewed and is familiar with the applicable requirements of Section 141 of the Code and Rev. Proc. 2016-44 and will review and become familiar with successors thereto; and

(3) an acknowledgment that Osceola County has issued the Sales Tax Bonds with the expectation that the interest thereon will be exempt from federal income tax under the provisions of Section 141(b) of the Code, § 1.141-3 of the Treasury Regulations and Rev. Proc. 2016-44 relating to conditions under which tax-exempt bond-financed property will be considered used for an impermissible private business use, and an agreement to avoid conditions under which tax exempt bond financed property will be considered used for an impermissible private business use.

During the useful life of the R&D Center project funded by the EDA Grant, which is stipulated to be twenty years, any management services agreement entered into with a party other than a recipient of the EDA Grant must be reviewed and approved by EDA.

(B) At its option, UCF may or authorize the R&D Center Manager in a management services agreement to submit inquiries to Osceola County and/or Bond Counsel to ascertain whether an action or inaction on the part of the UCF or the R&D Center Manager could have an adverse effect on the exemption from federal income tax of interest on the Bonds.

(1) Such inquiries may include the submission of contracts with unrelated third parties for the management, operation or use of the R&D Center to ascertain whether such contracts could adversely affect the exemption from federal income tax of interest on the Bonds. Osceola County may seek the advice of Bond Counsel with respect to each such inquiry or contract submitted to it. UCF and the R&D Center Manager shall be entitled to rely upon the advice from Osceola County or Bond Counsel, which shall relieve UCF and the R&D Center Manager from any liability to Osceola County with respect to any such matter so submitted. Osceola County shall use reasonable commercial efforts to make such determination or obtain such determination from Bond Counsel within ten days of such submission but in no event later than thirty days of such submission. Failure to submit any such contract shall not result in a UCF Default under this Lease Agreement to the extent such contract does not adversely affect the exemption from federal income tax of the interest on the Bonds.

(2) UCF shall promptly pay or cause the R&D Center Manager to pay Bond Counsel or reimburse any cost incurred by Osceola County to secure the advice of Bond Counsel or any special tax counsel consulted by Bond Counsel in connection with any such inquiry upon receipt of an invoice from Osceola County or Bond Counsel.

**SECTION 4.03. RESEARCH AND DEVELOPMENT.** The R&D Center will be used by UCF or the R&D Center Manager:

(A) to foster development of a high-impact industry center for the promotion of cooperative research and development by university, industry and government partners to accelerate advancement in smart sensor development and manufacturing;

(B) to promote collaboration among experts in industry and academia to share sensor-related expertise (and other advanced manufacturing opportunities) and to perform research and development on innovative sensor manufacturing systems that lead to advanced and alternative strategies, with improved efficiencies of scale;

(C) to accelerate the growth of an advanced sensor device industry cluster and advanced manufacturing sectors, creating jobs and economic improvement for Osceola County through the development and commercialization of new sensor technologies and other advanced manufacturing technologies, recognizing that companies within industry clusters derive strength from one another, encourage further growth and innovation, and result in expanded economic development for Osceola County; and

(D) to foster a cluster of technology companies driving economic development, implicating all industries with opportunities for startups and business expansions, and adding significant high-wage jobs and benefiting the local economy through increased tax revenues from industry or business expansion and relocation within Osceola County.

**SECTION 4.04. COMPLIANCE WITH LEGAL REQUIREMENTS.** During the Lease Term, UCF shall comply with and cause the Leased Premises to be in compliance with (A) all laws, ordinances and regulations, and other governmental rules, orders and determinations, whether or not presently contemplated applicable to the Leased Premises or the uses conducted on

the Leased Premises, including without limitation, the Americans With Disabilities Act, the Florida Americans With Disabilities Accessibility Implementation Act, and all local state and federal non-discrimination and environmental laws; and (B) the provisions of any insurance policies required to be maintained by UCF with respect to the Leased Premises; provided however, that Osceola County shall be responsible for any violations occurring prior to Substantial Completion of the R&D Center. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Lease Term because of any of these requirements, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the sole liability of UCF; provided however, that the foregoing sentence shall not apply to any generally applicable regulations imposed by Osceola County that were not in effect prior to the date the R&D Center reached Substantial Completion.

**SECTION 4.05. REQUIRED OCCUPANCY.**

(A) If for any reason, UCF is unable to fully use the R&D Center for the purposes described in Section 4.03, it shall locate or relocate comparable research and development activities under the auspices of UCF's Office of Research and Commercialization or another comparable research, science or technical division of UCF, to the R&D Center. The completed cleanroom research/fabrication space, as described in the Design Documents incorporated by reference into the Restated Development Agreement, shall be fully and actively utilized for such activities at all times. The Parties will use every reasonable effort to cooperate with each other and community collaborators such as Florida High Tech Corridor Council, Inc. to actively pursue university, industry and government partners to build out the R&D Center and secure economic development project for Osceola County and the region.

(B) Osceola County and UCF acknowledge that utilization of the R&D Center for the purposes described in Section 4.03 and/or the foregoing subsection (A) has served as a material inducement for Osceola County to enter into the Restated Development Agreement and this Lease Agreement. Osceola County and UCF further acknowledge that remedies at law, including but not limited to monetary damages, may be inadequate for breach by either Party hereunder and either Party may incur losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery of actual damages. Accordingly, if either Party shall breach any term of this Lease Agreement, each Party agrees that the other Party shall be entitled to seek such equitable relief as may be available to it under Florida law, including but not limited to an action for mandamus or specific performance in addition to the remedies provided in Section 6.01 hereof.

**ARTICLE V**  
**ADVANCED TREATMENT FACILITIES**

**SECTION 5.01. OPERATION.**

(A) During the Lease Term, UCF shall operate and maintain the Advanced Treatment Facilities to serve the R&D Center in accordance with the terms of this Lease.

(B) The ROWS and ROWS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The ROWS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, membrane preservation, preventative maintenance and performance monitoring, to produce water meeting the volume and quality requirements of the R&D Center.

(C) The AWNS and AWNS Main will be maintained in accordance with best utility practices for similar facilities. To avoid doubt, any dispute as to best utility practices shall be resolved by reference to the operations and maintenance manual approved by the engineer of record, the manufacturer's specifications, and use of sound engineering and utility administration judgment. The AWNS will be operated in accordance with all manufacturer's specifications including, but not limited to, start-up, shut-down, calibration, preventative maintenance and performance monitoring to treat wastewater from the R&D Center to the published standards required by TWA for effluent entering its wastewater system. UCF shall provide, or cause the R&D Center Manager to provide access to the Leased Premises to TWA for monitoring, and to monitoring equipment, to address capacity, capability, quantity and quality to allow monitoring for, among other things, demand and contaminants entering TWA's wastewater collection system.

(D) UCF shall maintain and share, or cause the R&D Center Manager to maintain and share with TWA upon request, a record of maintenance and operations in a digital format, with an audit trail as to date, time, and person recording entries, to the extent applicable to the Advanced Treatment Facilities.

(E) UCF shall pay, or cause the R&D Center Manager to pay all operating and maintenance expenses of the Advanced Treatment Facilities related to or arising from the operation of the R&D Center, including, but not limited to salaries, benefits and employee taxes for staff, supplies, treatment chemicals, filters, utilities, insurance (but only to the extent required by the terms of this Lease Agreement), lab and testing fees, minor repairs and regular maintenance. In addition, UCF shall pay all applicable TWA rates, fees and charges for water entering the Advanced Treatment Facilities or the R&D Center and all applicable TWA rates, fees and charges for wastewater entering TWA's wastewater collection system from the R&D Center.

(F) TWA shall have the right, but not the duty, to inspect the Advanced Treatment Building, ROWS and AWNS, and associated facilities. Any inspection conducted by TWA shall be coordinated with the UCF or the R&D Center Manager and shall not unreasonably interfere with operation of the R&D Center or the Advanced Treatment Equipment.

**SECTION 5.02. RENEWAL, REPLACEMENT AND EXPANSION.**

(A) The parties recognize that:

(1) the AWNS and ROWS will likely be initially designed and sized to serve the R&D Center at the commencement of the Lease Term;

(2) various components of the AWNS and ROWS will have different useful lives, necessitating renewal and replacement at different times;

(3) build-out of the R&D Center will likely require expansion of the AWNS and ROWS; and

(4) service to customers other than the R&D Center will likely require expansion of the Advanced Treatment Building, expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, and easements for the additional AWNS main and ROWS main; and

(5) TWA may, in its absolute discretion, provide funding for expansion of the AWNS and ROWS, an additional AWNS main, an additional ROWS main, but has no obligation to provide any such funding.

(B) UCF shall be responsible, or cause the R&D Center Manager to be responsible for renewal and replacement of the AWNS and ROWS components required to meet the operating standards set forth in Section 5.01. Replacement components shall be comparable to the components replaced and shall meet applicable manufacturer's specifications for the AWNS and ROWS, respectively.

(1) Beginning on December 1 following execution of this Lease, and by December 1 of each year thereafter during the term of this Lease, UCF shall provide, or cause the R&D Center Manager to provide to TWA for consideration and comment a projected five-year capital improvement plan for annual renewal and replacement expenditures for the AWNS and ROWS components for consideration and inclusion in the capital budget of UCF or the R&D Center Manager. Such plan will be continually updated each successive year in a manner which uses sound engineering judgement and incorporates appropriate asset management criteria as mutually determined by UCF or the R&D Center Manager, and TWA. Such plan will address planned expenditures for the upcoming fiscal year commencing on October 1 and the four succeeding fiscal years and at a minimum must include the following elements: (a) detailed list of capital items to be replaced or rehabilitated in each year of the five-year plan; (b) quantities of each item; (c) cost per item; and (d) schedule for replacement or rehabilitation.

(2) The obligation to fund any renewal or replacement project shall be that of the UCF or the R&D Center Manager, not Osceola County or TWA.

(C) UCF or the R&D Center Manager may negotiate terms, conditions and financial obligations with Osceola County and/or TWA for design, acquisition and installation of expansions to the AWNS and ROWS required to serve the R&D Center to full build-out in

accordance with Section 3.12(H). Any such expansions shall comply with all government requirements.

(1) TWA shall have no obligation to fund expansions to the AWNS and ROWS unless otherwise agreed in writing, but may elect to do so in accordance with this subsection (C), or otherwise, after considering:

(a) advantages to TWA ratepayers resulting from local economic expansion emanating or derived from the R&D Center and Advanced Treatment Facilities;

(b) concomitant monetary contributions by UCF or the R&D Center Manager; and

(c) concomitant monetary contributions from Osceola County, UCF, other local, state or national governmental, public or private interests, beneficiaries or users.

(2) Osceola County may elect to fund expansions to the AWNS and ROWS in accordance with this subsection (C), but shall have no obligation to do so unless otherwise agreed in writing.

(3) If both TWA and Osceola County decline to fund any expansions to the AWNS and ROWS, the AWNS and ROWS shall not be expanded unless UCF elects to provide the necessary funds or secures funds from another source. UCF may elect to fund expansions in accordance with this subsection (C), but shall have no obligation to do so unless otherwise agreed in writing.

(D) The parties acknowledge and agree that the Advanced Treatment Facilities may be expanded to serve customers other than the R&D Center. If TWA elects to initiate advanced water and/or wastewater service to other customers, Osceola County, UCF, the R&D Center Manager and TWA shall meet, discuss and make good faith efforts to agree upon:

(1) expansion of the Advanced Treatment Building, or design and construction of an additional advanced treatment building;

(2) design, acquisition and installation of additional Advanced Treatment Equipment;

(3) location of an additional easement for an AWNS Main and/or ROWS Main;

(4) operating responsibilities for the additional Advanced Treatment Equipment;

(5) billing and customer service responsibilities for the new customer or customers;

(6) allocation of capital and operating costs between the R&D Center and the new customer or customers;

(7) allocation of responsibilities and expenses associated with insurance and liability between the R&D Center and the new customer or customers;

(8) responsibility for renewal and replacement projects associated with the new customer or customers;

(9) responsibility for expansions to the AWNS and ROWS associated with the new customer or customers; and

(10) any other issues relevant to the provision of advanced water and/or wastewater service to other customers.

Until and unless the Parties enter into a written agreement setting forth the terms related to any such expansion, UCF shall have any obligation, financial or operational, regarding such expansion; however, to the extent any portion of the capital reimbursement surcharge paid by UCF to TWA hereunder can be legally recovered from any new customer or customers, such portion of the capital reimbursement surcharge shall be applied to any remaining outstanding balance owed by UCF.

**ARTICLE VI**  
**GENERAL PROVISIONS**

**SECTION 6.01. DEFAULT AND REMEDIES.**

(A) Any one or more of the following events shall constitute a UCF Default under this Lease Agreement by UCF: (1) UCF fails to pay when due Base Rent, Additional Rent or any other amount to be paid under this Lease Agreement by UCF, and the failure continues for thirty days after written notice from Osceola County; (2) UCF fails to perform or observe any other covenant or condition to be performed or complied with by UCF under this Lease Agreement, specifically including but not limited to Sections 3.11, 3.12, and Article IV hereof; (3) UCF files or there is filed against UCF a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or (4) an order is entered adjudicating UCF bankrupt or approving an involuntary petition seeking a reorganization of UCF under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of UCF, and the order is not vacated or stayed within one hundred eighty days of entry; or (5) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against UCF, or is taken upon or subjected to any attachments by any creditor of UCF or claimant against UCF, and the attachment is not discharged within thirty days after its levy.

(B) Upon the occurrence of a UCF Default, Osceola County shall have the following rights and remedies (in addition to all other rights and remedies provided Osceola County at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate Osceola County for all damages proximately caused by UCF's failure to perform its obligations under this Lease Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to UCF's obligations under this Lease Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel UCF to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease Agreement, and/or (3) to terminate this Lease Agreement. Upon termination of this Lease Agreement, Osceola County may re-enter and take complete and peaceful possession of the Leased Premises, in which event UCF shall peacefully and quietly yield up and surrender the Leased Premises to Osceola County. Osceola County and UCF further agree that nothing contained herein shall be construed or interpreted as (x) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida, (y) the consent of the State of Florida or its agents or agencies to be sued, or (z) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

(C) No waiver or assent, express or implied, to any breach of UCF's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by Osceola County's failure to enforce the terms of this Lease Agreement strictly, including, without limitation, Osceola County's failure to collect any Base

Rent or Additional Rent, unless such waiver shall be in writing and shall state the specific act or failure which Osceola County has agreed not to treat as a UCF Default.

(D) If a UCF Default occurs as a result of UCF's failure to pay any lawfully imposed taxes, assessments or other charges, or maintain required insurance coverages, Osceola County, without waiving or releasing any obligation or UCF Default, may (but shall be under no obligation to) make the payment for the account and at the expense of UCF. All sums so paid by Osceola County, together with interest thereon at the Prime Rate, shall constitute Additional Rent and shall be paid by UCF to Osceola County on demand.

(E) Any one or more of the following events shall constitute an Osceola County Default under this Lease Agreement by Osceola County: (1) Osceola County fails to perform or observe any other covenant or condition to be performed or complied with by Osceola County; (2) Osceola County files or there is filed against Osceola County a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; (3) an order is entered adjudicating Osceola County bankrupt or approving an involuntary petition seeking a reorganization of Osceola County under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Osceola County, and the order is not vacated or stayed within one hundred eighty days of entry; or (4) this Lease Agreement or the R&D Center Site or any part of the R&D Center Site is taken upon execution or by other process of law directed against Osceola County, or is taken upon or subjected to any attachments by any creditor of Osceola County or claimant against Osceola County, and the attachment is not discharged within thirty days after its levy.

(F) Upon the occurrence of an Osceola County Default, UCF shall have the following rights and remedies (in addition to all other rights and remedies provided UCF at law, in equity or hereunder): (1) to institute any and all proceedings or claims permitted at law to recover all amounts necessary to compensate UCF for all damages proximately caused by Osceola County's failure to perform its obligations under this Lease Agreement; (2) to institute any and all proceedings or claims permitted in equity to compel specific performance with respect to Osceola County's obligations under this Lease Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel Osceola County to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease Agreement, and/or (3) to terminate this Lease Agreement.

(G) No waiver or assent, express or implied, to any breach of Osceola County's covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Lease Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by UCF's failure to enforce the terms of this Lease Agreement strictly, unless such waiver shall be in writing and shall state the specific act or failure which UCF has agreed not to treat as an Osceola County Default.

**SECTION 6.02. NOTICE AND CURE.** No breach of this Lease Agreement shall become a UCF Default or an Osceola County Default unless the non-defaulting Party has notified the defaulting Party in writing of the breach and demanded compliance with this Lease Agreement.

The Party who has breached this Lease Agreement shall remedy its breach within fifteen business days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the fifteen business day period, in which additional time shall be afforded, provided cure is begun within the fifteen business day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed thirty days from the receipt by the defaulting Party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting Party may declare a breaching Party in default and may exercise its remedies as provided in this Lease Agreement.

**SECTION 6.03. REMEDIES CUMULATIVE.** All rights and remedies provided in this Lease Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

**SECTION 6.04. RESOLUTION OF DISPUTES.** It is the desire and intent of the Parties to avoid, if possible, the expense and delay inherent in litigation; therefore, the Parties agree that whenever any Party cannot resolve an issue with the other Party, the affected Parties will engage in the alternative dispute resolution process described below prior to resorting to litigation.

(A) Either Party may initiate the dispute resolution process by providing written notice to the other Party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(B) If discussions between the Parties fail to resolve the dispute within sixty calendar days of the notice described in the foregoing subsection (A), the Parties shall appoint a mutually acceptable neutral third Party to act as a mediator. If the Parties are unable to agree upon a mediator, Osceola County will request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for Osceola County. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of the Osceola County Commission.

(C) If the Parties are unable to reach a mediated settlement within 120 calendar days of the mediator's appointment, any Party may terminate the settlement discussions by written notice to the other Party. In such event, any Party may initiate litigation within 120 calendar days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party. Osceola County and UCF 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 or 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.

**SECTION 6.05. PUBLIC RECORDS.** The Parties shall comply with Section 119.07, Florida Statutes commonly known as the Public Records Act, including but not limited to the following:

(A) keep and maintain public records that ordinarily and necessarily would be required by the Parties in order to perform the service;

(B) provide the public with access to public records on the same terms and conditions that the Parties would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

(C) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(D) meet all requirements for retaining public records and transfer, at no cost, to the counterparty all public records in possession of each Party upon termination of this Lease Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**SECTION 6.06. ASSIGNMENT.** Neither Party shall be permitted to assign, nor transfer any of its rights and obligations under this Lease Agreement the prior written consent of the other Party, which shall not be withheld unreasonably, ~~and compliance with any requirements imposed. During the useful life of the R&D Center project funded by the United States Department of Commerce, Economic Development Administration in connection with the financial assistance award described in Section 4.01(B) of the Restated Development Agreement, if EDA Grant, which is stipulated to be twenty years, no such award is assignment shall be made, with terms agreed to by Osceola County, UCF, and without the Consortium prior written consent of EDA.~~ The foregoing shall not be construed to prohibit occupancy, sublease or other R&D Center use agreements entered into by UCF in the ordinary course of operating the R&D Center for the purpose described in Sections 4.03 and 4.05 hereof.

**SECTION 6.07. PROFESSIONAL FEES.** Each Party shall be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each Party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

**SECTION 6.08. TIME OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Lease Agreement.

**SECTION 6.09. EXTENSION OF TIME PERIODS.** In the event that the last day of any period of time on any date specified in this Lease Agreement shall fall on a weekend or legal holiday, or any day when UCF's or County's banks or other governmental offices in Osceola County are closed, such period of time shall be extended through the end of the next work day following, or the next date during which such governmental offices and banks are open.

**SECTION 6.10. NO JOINT VENTURE.** Nothing in this Lease Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship between Osceola County and UCF.

**SECTION 6.11. NON-WAIVER.** The failure of any Party to insist upon another Party's compliance with its obligations under this Lease Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

**SECTION 6.12. COUNTERPARTS.** This Lease Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Lease Agreement, so that in making proof of this Lease Agreement, it shall only be necessary to produce or account for one such counterpart.

**SECTION 6.13. ENTIRE AGREEMENT.** This Lease Agreement, including the Appendices, which are incorporated herein by reference, constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

**SECTION 6.14. BINDING EFFECT.** This Lease Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto; provided however, that the Lease Agreement shall not inure to the benefit of any assignee of UCF pursuant to an assignment which is not in compliance with the terms of the Lease Agreement.

**SECTION 6.15. AMENDMENTS AND WAIVERS.** No amendment, supplement, modification or waiver of this Lease Agreement shall be binding unless executed in writing by both Parties hereto. No waiver of any of the provisions of this Lease Agreement shall be deemed or shall constitute a waiver of any other provision of this Lease Agreement, whether or not similar, unless otherwise expressly provided.

**SECTION 6.16. NOTICES TO PARTIES.**

(A) Whenever this Lease Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the Party intended to receive it (1) by hand delivery to the person(s) hereinafter designated, or (2) by overnight hand delivery addressed as follows, or (3) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (4) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the Party's name below:

To Osceola County: Osceola County Manager  
1 Courthouse Square  
Suite 4700  
Kissimmee, FL 34741  
Phone: (407) 742-2385  
Fax: (407) 742-3291

With a copy to: Osceola County Attorney  
1 Courthouse Square  
Suite 4200  
Kissimmee, FL 34741  
Phone: (407) 343-2330  
Fax: (407) 742-2217

To UCF: Vice President for Research & Commercialization  
University of Central Florida  
4365 Andromeda Loop North  
Millican Hall Room 260  
Orlando, FL 32816  
Phone: (407) 823-5538  
Fax: (407) 882-1156

With a copy to: Vice President and General Counsel  
University of Central Florida  
4365 Andromeda Loop North  
Millican Hall Room 360  
Orlando, FL 32816  
Phone: (407) 823-2482  
Fax: (407) 823-6155

Any of the foregoing Parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

(B) A copy of each such notice shall be provided in the same manner to the R&D Center Manager at the address set forth below:

ICAMR, Inc.  
Attention: Chief Operating Officer  
200 NeoCity Way  
Kissimmee, FL 34741  
Phone: (407) 742-4254  
Fax: (407) 742-3291

The R&D Center Manager may, by notice in writing given to the Parties, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

**SECTION 6.17. SEVERABILITY.** In the event any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the Parties.

**SECTION 6.18. GOVERNING LAW AND VENUE.** This Lease Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Lease Agreement. In the event of litigation among the Parties hereto, their successors or assigns, with regard to this Lease Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

**SECTION 6.19. LITIGATION.** Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any Party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any Party hereto may file a copy of this agreement with any court as conclusive evidence of the consent of the Parties hereto to the waiver of any right they may have to trial by jury.

**SECTION 6.20. MEMORANDUM OF LEASE.** Upon execution of this Lease Agreement, the Parties shall execute and Osceola County shall record a Memorandum of Lease in substantially the form attached hereto as Appendix B. Within thirty days of the expiration or earlier termination of this Lease Agreement, the Parties shall execute and record a termination of any such Memorandum of Lease. If either Party fails to execute such a termination, the other Party shall have the right to record a unilateral notice of such expiration or termination, which unilateral notice is hereby authorized by the Parties, and shall be effective to terminate any Memorandum of Lease.

**SECTION 6.21. SUBORDINATION AGREEMENT.** UCF acknowledges that the EDA Grant requires Osceola County to execute and record a Covenant of Use, Purpose and Ownership in substantially the form attached hereto as Appendix C and requires the Parties to subordinate this Lease Agreement to the Covenant of Use, Purpose and Ownership. Upon execution of this Lease Agreement, the Parties shall execute and Osceola County shall record a Subordination Agreement in substantially the form attached hereto as Appendix D. Upon expiration of the useful life of the project funded by the EDA grant, stipulated to be twenty (20) years, the Parties shall execute and record a termination of the Covenant of Use, Purpose, and Ownership.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Osceola, Florida, has caused this Lease Agreement to be executed and delivered this \_\_\_ day of \_\_\_\_\_, 2017.

**OSCEOLA COUNTY, FLORIDA**

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

~~Chairman~~Chair/~~Vice Chairman~~Chair

Board of County Commissioners

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

**IN WITNESS WHEREOF**, UCF has caused this Lease Agreement to be executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2017.

**UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

By: \_\_\_\_\_  
John C. Hitt, Ph.D., President

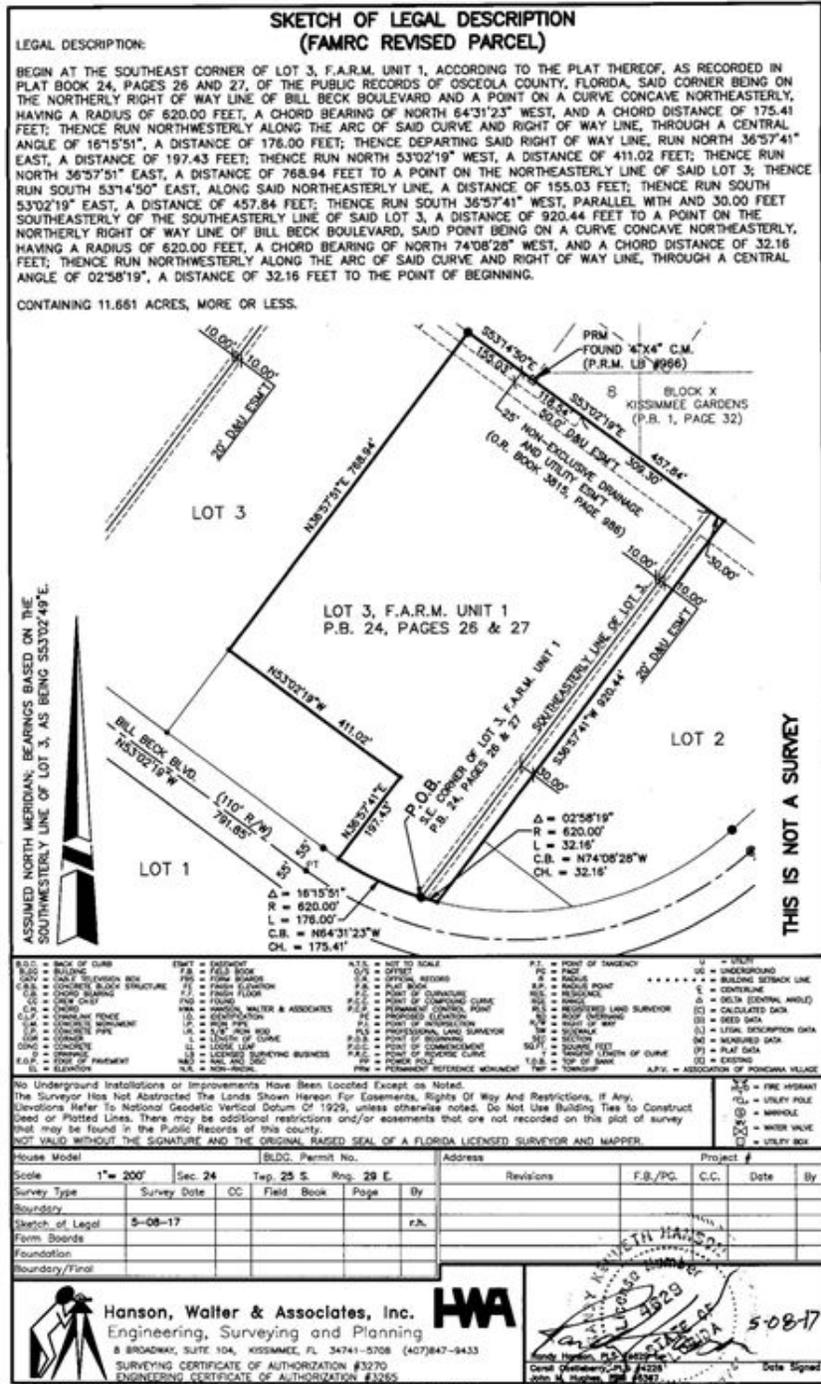
**WITNESSES:**

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

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

## APPENDIX A DESCRIPTION OF THE R&D CENTER SITE

The Parties understand and agree that the original 20-acre R&D Center Site has decreased to 11.661 acres, as shown below, to allow for the remaining right property to be developed by Osceola County as a four-story office building and other related uses proximate to the R&D Center.



**APPENDIX B**  
**FORM OF MEMORANDUM OF LEASE**

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Andrew W. Mai  
Osceola County Attorney  
1 Courthouse Square, Suite 4200  
Kissimmee, Florida 34741

(Space reserved for Clerk of Court)

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (this "Memorandum") is dated as of \_\_\_\_\_, 2017] and is entered into by and between Osceola County, a charter county and political subdivision of the State of Florida, with an address of 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741 ("Osceola County"), and the University of Central Florida Board of Trustees, with an address of 4365 Andromeda Loop North, Millican Hall Room 360, Orlando, FL 32816 ("UCF").

**WITNESSETH:**

**WHEREAS**, Osceola County is the owner of certain property to be developed for research and development purposes; and

**WHEREAS**, on \_\_\_\_\_, 2017, Osceola County and UCF executed an unrecorded Lease Agreement pertaining to a portion of such property (the "Leased Premises") that are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

**NOW THEREFORE**, Osceola County and UCF hereby agree as follows:

1. Leased Premises. Osceola County hereby leases to UCF, and UCF hereby leases from Osceola County, the Leased Premises upon all of the terms, covenants and conditions set forth in the Lease Agreement.

2. Term. The unrecorded Lease Agreement commenced on \_\_\_\_\_, 2017, and extends for a period of forty years.

3. Incorporation by Reference. The purpose of this Memorandum is solely to provide notice of the existence of the Lease Agreement. The Lease Agreement is incorporated herein by this reference, and words and phrases used in this Memorandum, which are not defined herein, shall have the meanings given to them in the Lease Agreement. In the event, and to the extent, that any of the terms or provisions of this Memorandum are inconsistent with the terms or provisions of the Lease Agreement, the terms and provisions of the Lease Agreement shall govern and prevail.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, Osceola County and UCF hereto have executed this Memorandum.

**OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chair/Vice Chair  
(SEAL) Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_  
**UNIVERSITY OF CENTRAL FLORIDA**  
**BOARD OF TRUSTEES**

By: \_\_\_\_\_  
John C. Hitt, Ph.D., President

WITNESSES:

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

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

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by John C. Hitt, Ph.D., as President of the University of Central Florida. The President [ ] is  
personally known to me, or [ ] has produced a driver's license as identification.

(Notary Seal) \_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

**APPENDIX C**  
**FORM OF SUBORDINATION AGREEMENT**

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Andrew W. Mai  
Osceola County Attorney  
1 Courthouse Square, Suite 4200  
Kissimmee, Florida 34741

(Space reserved for Clerk of Court)

**SUBORDINATION AGREEMENT**  
**FOR THE BENEFIT OF**  
**THE UNITED STATES DEPARTMENT OF COMMERCE,**  
**ECONOMIC DEVELOPMENT ADMINISTRATION**

THIS SUBORDINATION AGREEMENT (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Osceola County, a charter county and political subdivision of the State of Florida (hereinafter "Osceola County"), with an address of 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741 and the University of Central Florida Board of Trustees (hereinafter referred to as "UCF") with an address of 4365 Andromeda Loop North, Millican Hall Room 360, Orlando, FL 32816 in favor and for the benefit of the United States Department of Commerce, Economic Development Administration (hereinafter "EDA") with an address of 1401 Constitution, N.W., Attn: Chief Counsel, Washington, DC 20230 with an office at 401 West Peachtree Street NW, Suite 1801, Atlanta, GA 30308-3510.

**WITNESSETH:**

WHEREAS, Osceola County and UCF have applied for and obtained a Financial Assistance Award (hereinafter the "Award") from EDA, designated as Osceola County, FL Award 04-01-07149; and

WHEREAS, as a condition and requirement of the Award, EDA requires Osceola County to execute and record a Covenant of Use, Purpose and Ownership (hereinafter the "Covenant") in favor of EDA to evidence and secure EDA's federal interest in the Award, which Covenant is dated \_\_\_\_\_ and recorded \_\_\_\_\_ 20 in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Public Records of Osceola County, Florida; and

WHEREAS, Osceola County, as lessor, and UCF, as lessee, have entered into that certain Lease Agreement dated \_\_\_\_\_, (hereinafter the "Lease") governing UCF's use and occupancy of the real property described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, a Memorandum of the Lease executed by Osceola County, as lessor, and UCF, as lessee, is recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Public Records of Osceola County, Florida (hereinafter the "Memorandum of Lease"); and

WHEREAS, the parties desire to subordinate and make junior and inferior the Lease to the Covenant; and

WHEREAS, Osceola County and UCF have requested that EDA review and approve the Lease as required and provided in the Award and in the Covenant and EDA has provided its written approval (as limited and qualified in the written approval) of the Lease simultaneously with the execution and as a condition of this execution of this Agreement by Osceola County and UCF;

NOW THEREFORE, in consideration of Ten dollars (\$10.00) paid in hand and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto and for and in further consideration of the respective covenants made in this Agreement, Osceola County and UCF agree as follows:

1. All of the foregoing recitals are true and correct to the best of the knowledge of Osceola County and UCF.

2. The Lease and all renewals, modifications or extension thereof and all of the rights of Osceola County and UCF thereunder are now and at all times hereafter shall be subject, junior and subordinate to the Covenant.

3. Any options or rights contained in the Lease to acquire title to the property demised and leased by Osceola County to UCF are hereby made subject, junior and subordinate to the rights EDA under the Covenant.

4. Osceola County and UCF agree to give timely written notice of any default, breach or non-performance of the other party under the terms and provisions of the Lease or any alleged default, breach or non-performance under the terms and provisions of the Lease to EDA. The written notice to EDA shall include and describe what corrective or remedial action(s) the parties are or will undertake to remedy such default, breach or non-performance under the terms and provisions of the Lease or that the parties will not undertake any such corrective or remedial action(s).

5. Any notice which is required, permitted or otherwise given hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid to the address set out above for the parties or at such other address as is specified by written notice delivered in accordance herewith. Any and all notices given by personal delivery shall be deemed received when delivered and any and all notices given by mail shall be deemed received on the fifth calendar day following the postmark on such notice.

6. All terms, covenants, conditions and restriction of the Covenant shall remain in full force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors in interest and assigns. Time is of the essence hereof. This Agreement shall be governed by and construed in accordance with Federal law, or if Federal law is not controlling, the laws of the State of Florida, as applicable. Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without

invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed and original and all of which shall be construed together and shall constitute one instrument. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, Osceola County and UCF having been duly authorized to do so have executed this Agreement as of the day and year above written.

**OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chair/Vice Chair  
(SEAL) \_\_\_\_\_  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

**UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

By: \_\_\_\_\_  
John C. Hitt, Ph.D., President

WITNESSES:

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by John C. Hitt, Ph.D., as President of the University of Central Florida. The President [ ] is

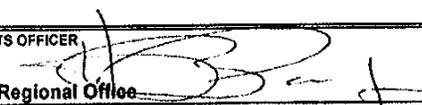
personally known to me, or [ ] has produced a driver's license as identification.

(Notary Seal)

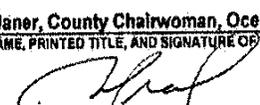
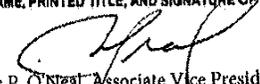
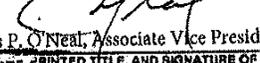
\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

FORM CD-450 (REV. 12-14)		U.S. DEPARTMENT OF COMMERCE		<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT
<b>FINANCIAL ASSISTANCE AWARD</b>				FEDERAL AWARD ID NUMBER 04-01-07149
RECIPIENT NAME <b>Osceola County Board of County Commissioners</b>		PERIOD OF PERFORMANCE 33 months after date of EDA approval		
STREET ADDRESS <b>1 Courthouse Square</b>		FEDERAL SHARE OF COST \$ 2,222,412.00		
CITY, STATE, ZIP CODE <b>Kissimmee, Florida 34741</b>		RECIPIENT SHARE OF COST \$ 3,779,443.00		
RECIPIENT NAME <b>The University of Central Florida Board of Trustees</b>		TOTAL ESTIMATED COST \$ 6,001,855.00		
STREET ADDRESS <b>12201 Research Parkway, Suite 501</b>				
CITY, STATE, ZIP CODE <b>Orlando, Florida 32826</b>				
RECIPIENT NAME <b>ICAMR, Inc.</b>				
STREET ADDRESS <b>400 W. Emmett Street</b>				
CITY, STATE, ZIP CODE <b>Kissimmee, Florida 34741</b>				
AUTHORITY <b>Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 et seq.)</b>				
CFDA NO. AND NAME <b>11.300 Public Works Program</b>				
PROJECT TITLE <b>Clean Room Construction</b>				
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p>				
<input type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (DECEMBER 2014)				
<input type="checkbox"/> R & D AWARD				
<input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE				
<input checked="" type="checkbox"/> SPECIAL AWARD CONDITIONS (see attached Exhibit "A")				
<input checked="" type="checkbox"/> LINE ITEM BUDGET (see Attachment No. 1)				
<input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101				
<input checked="" type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES				
<input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION				
<input checked="" type="checkbox"/> OTHER(S): <u>EDA Standard Terms and Conditions for Construction Projects, dated February 12, 2016</u>				
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER				DATE
				8/9/16
H. Philip Paradice, Jr., Director, Atlanta Regional Office				
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE
				8/15/16
Viviana Janer, County Chairwoman, Osceola County Board of County Commissioners				
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE
Jane Gentilini, Associate Director, Contracts & Grants, The University of Central Florida Board of Trustees				
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE
Fran Korosee, Director, Business Operations, ICAMR, Inc.				

FORM CD-450 (REV. 12-14)		U.S. DEPARTMENT OF COMMERCE		<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	
<b>FINANCIAL ASSISTANCE AWARD</b>				FEDERAL AWARD ID NUMBER <b>04-01-07149</b>	
RECIPIENT NAME <b>Osceola County Board of County Commissioners</b>			PERIOD OF PERFORMANCE <b>33 months after date of EDA approval</b>		
STREET ADDRESS <b>1 Courthouse Square</b>			FEDERAL SHARE OF COST <b>\$ 2,222,412.00</b>		
CITY, STATE, ZIP CODE <b>Kissimmee, Florida 34741</b>			RECIPIENT SHARE OF COST <b>\$ 3,779,443.00</b>		
RECIPIENT NAME <b>The University of Central Florida Board of Trustees</b>			TOTAL ESTIMATED COST <b>\$ 6,001,855.00</b>		
STREET ADDRESS <b>12201 Research Parkway, Suite 501</b>					
CITY, STATE, ZIP CODE <b>Orlando, Florida 32826</b>					
RECIPIENT NAME <b>ICAMR, Inc.</b>					
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<input type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (DECEMBER 2014) <input type="checkbox"/> R & D AWARD <input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE <input checked="" type="checkbox"/> SPECIAL AWARD CONDITIONS (see attached Exhibit "A") <input checked="" type="checkbox"/> LINE ITEM BUDGET (see Attachment No. 1) <input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101 <input checked="" type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES <input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION <input checked="" type="checkbox"/> OTHER(S): <u>EDA Standard Terms and Conditions for Construction Projects, dated February 12, 2016</u>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER				DATE	
 H. Phillip Paradise, Jr., Director, Atlanta Regional Office				8/9/16	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	
Viviana Janer, County Chairwoman, Osceola County Board of County Commissioners					
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	
Jane Gentilini, Associate Director, Contracts & Grants, The University of Central Florida Board of Trustees					
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	
 Fran Korosec, Director, Business Operations, ICAMR, Inc.				8/24/16	

ADMINISTRATION ELECTRONIC FORM  
Chester Kennedy, CEO

FORM CD-450 (REV. 12-14)		U.S. DEPARTMENT OF COMMERCE		<input checked="" type="checkbox"/> GRANT	<input type="checkbox"/> COOPERATIVE AGREEMENT
<b>FINANCIAL ASSISTANCE AWARD</b>				FEDERAL AWARD ID NUMBER <b>04-01-07149</b>	
RECIPIENT NAME <b>Oceola County Board of County Commissioners</b>				PERIOD OF PERFORMANCE <b>33 months after date of EDA approval</b>	
STREET ADDRESS <b>1 Courthouse Square</b>				FEDERAL SHARE OF COST <b>\$ 2,222,412.00</b>	
CITY, STATE, ZIP CODE <b>Kissimmee, Florida 34741</b>				RECIPIENT SHARE OF COST <b>\$ 3,779,443.00</b>	
RECIPIENT NAME <b>The University of Central Florida Board of Trustees</b>				TOTAL ESTIMATED COST <b>\$ 6,001,855.00</b>	
STREET ADDRESS <b>12201 Research Parkway, Suite 501</b>					
CITY, STATE, ZIP CODE <b>Orlando, Florida 32826</b>					
RECIPIENT NAME <b>ICAMR, Inc.</b>					
STREET ADDRESS <b>400 W. Emmett Street</b>					
CITY, STATE, ZIP CODE <b>Kissimmee, Florida 34741</b>					
AUTHORITY <b>Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 et seq.)</b>					
CFDA NO. AND NAME <b>11.300 Public Works Program</b>					
PROJECT TITLE <b>Clean Room Construction</b>					
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p>					
<input type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (DECEMBER 2014) <input type="checkbox"/> R & D AWARD <input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE <input checked="" type="checkbox"/> SPECIAL AWARD CONDITIONS (see attached Exhibit "A") <input checked="" type="checkbox"/> LINE ITEM BUDGET (see Attachment No. 1) <input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101 <input checked="" type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES <input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION <input checked="" type="checkbox"/> OTHER(S): <u>EDA Standard Terms and Conditions for Construction Projects, dated February 12, 2019</u>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER				DATE	
 <b>H. Phillip Paradise, Jr., Director, Atlanta Regional Office</b>				8/17/16	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	
<b>Viviana Janer, County Chairwoman, Ocala County Board of County Commissioners</b> 					
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	
<b>Thomas P. O'Neal, Associate Vice President, University of Central Florida</b> 				Legal Content Approved 8/25/2016 	
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	
<b>Fran Korosee, Director, Business Operations, ICAMR, Inc.</b> 					

FORM CD-451 (REV 12-14)	<b>U.S. DEPARTMENT OF COMMERCE</b>  <b>AMENDMENT TO</b> <b>FINANCIAL ASSISTANCE AWARD</b>	<input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	FEDERAL AWARD ID NUMBER 04-01-07149
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CFDA NO. AND NAME 11.300 Public Works /	
PROJECT TITLE Specialize Clean Room Equipment Inst.	
RECIPIENT NAME Osceola County Board of county Commissioners	AMENDMENT NUMBER 1
STREET ADDRESS 1 Courthouse Square	EFFECTIVE DATE <b>Date of Award Amendment Approval</b>
CITY, STATE, ZIP CODE Kissimmee, Florida 34741	EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE) 0

RECIPIENT NAME The University of Central Florida Board of Trustees
STREET ADDRESS 12201 Research Parkway, Suite 501
CITY, STATE, ZIP CODE Orlando, Florida 32826

RECIPIENT NAME ICAMR, Inc.
STREET ADDRESS 400 W. Emmett Street
CITY, STATE, ZIP CODE Kissimmee, Florida 34741

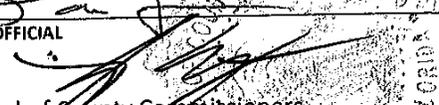
COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$ 2,222,412.00	\$	\$	\$ 2,222,412.00
RECIPIENT SHARE OF COST	\$ 3,779,443.00	\$	\$ 1,501,855.00	\$ 2,277,588.00
TOTAL ESTIMATED COST	\$ 6,001,855.00	\$	\$ 1,501,855.00	\$ 4,500,000.00

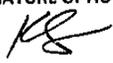
REASON(S) FOR AMENDMENT.  
Change of the Scope-of-Work and the Project Budget

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

Special Award Conditions  
 Line Item Budget  
 Other(s): \_\_\_\_\_

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER 	DATE 4/20/17
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PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Brandon Arrington, County Chairman, Osceola County Board of County Commissioners 	DATE 5/11/17
---	-----------------

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Kim Smith, Director 	DATE 5.18.17
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PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  Chester Kennedy, Director, Business Operations, ICAMR, Inc.	DATE 5-18-17
---	-----------------

EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

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Public Works and Development Facilities  
Amendment No.1

Investment No.: 04-01-07149

Recipient: Osceola County Board of County Commissioners/The University of Central Florida Board of Trustees, FL

The following amended award condition(s) is updated:

AMENDED SPECIAL AWARD CONDITION

9. SCOPE OF WORK: Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above described additional information shall be fairly construed to and shall describe the SOW. The scope of work for this project is further described below:

This investment will provide for the installation of electrical connections to specialized equipment, high purity processing piping, de-ionized water line connection, drains, building exhaust fan and mechanical exhaust connections specific to the specialized R/D and manufacturing equipment being placed in the cleanroom. As part of this process, certain equipment will also need specialized isolation pedestals that will be permanently anchored in the cleanroom. In addition, some of the specialized equipment will also require dedicated Fire suppression system and Fire Alarm tie in points to the building Fire alarm. Once the installation process is completed, the entire installation will be certified by a 3rd party quality control contractor to verify gas line purity and integrity.

Form ED-508  
(Rev. 3/89)U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION

## PUBLIC WORKS PROJECT COST CLASSIFICATIONS

EDA Investment No. 04-01-07149

State: Florida

County: Osceola

<u>Cost Classification</u>	<u>Approved</u>	<u>Revised</u>
Administrative and legal expenses	\$ 25,000	\$ 0
Land, structures, and rights-of-way appraisals, etc.		
Relocation expenses and payments (Cost incidental to transfer of titles)		
Architectural and engineering fees	500,000	0
Other architectural and engineering fees		
Project inspection fees and audit	60,000	0
Site Work		
Demolition and removal		
Construction	5,234,174	4,275,000
Equipment		
Miscellaneous		
Contingencies	182,681	225,000
<b>TOTAL PROJECT COSTS</b>	<b>\$6,001,855</b>	<b>\$4,500,000</b>

## Remarks:

The project budget is reduced as a result of the new cost of the changed Scope-of-Work.

Attachment C

**General Summary of Changes**

Pursuant to the terms of the financial assistance award, the United States Department of Commerce Economic Development Administration (EDA) conducted a review of the revised and restated development agreement and lease. Based upon the scope of work, EDA deems the useful life of the research and development center project funded by the EDA grant to be 20 years.

EDA has agreed their obligations will terminate at the end of the useful life, including the subordination agreement. The transfer of title to UCF from Osceola County is to occur upon expiration of the lease in 40 years, or following the date on which the sales tax bonds have been retired. Accordingly, transfer of title will be subject to EDA review if the sales tax bonds are retired in less than 20 years.

Development Agreement

References to the EDA and award were formalized, including for the management services agreement, and a requirement was added for UCF to provide the EDA with a copy of the UCF-ICAMR/BRIDG management services agreement.

Lease

References to the EDA and award were formalized.

EDA required terms have been added:

- Osceola County's insurance obligation for the research and development building changed to "full replacement value" in lieu of "insurable value". §3.14
- Any UCF Master Services Agreement with a party other than ICAMR must be reviewed and approved by EDA. §4.02
- No assignments are permitted without EDA's prior written consent. §6.06.
- Execution and recordation of Memorandum of Lease is required. §6.20
- UCF expressly acknowledges Osceola County's obligations and agrees to execute a Covenant of Use, Purpose, and Ownership. §6.21

New Appendix B, Form of Memorandum of Lease, and addition of Appendix C, Form of Subordination Agreement, were added:

- Memorandum of Lease, upon recordation, provides for notice of the existence of the Lease.
- Subordination Agreement renders the lease subordinate to the covenant, confirms any right to acquire title is "subject, junior, and subordinate" to the rights of EDA, and requires the parties to notify EDA if there is allegation of default, breach or non-performance, and the corrective or remedial action(s), or the reason for none.

*\*3.01(B) – UCF reference documents and visual inspection date pending.*

*\*4.01 and 4.02 - Subject to final review by Osceola County bond counsel (Mitch Rapaport, Nixon Peabody), but are not expected to substantively change.*

**ITEM: NG-1**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: Chair and Vice Chair Elections, UCF Board of Trustees**

**DATE: July 20, 2017**

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**PROPOSED BOARD ACTION**

Approve the recommendations of the Nominating and Governance Committee to elect Trustee Marcos Marchena for an additional two-year term as chairman of the UCF Board of Trustees and appoint Trustee Robert Garvy for an additional two-year term as vice chair of the UCF Board of Trustees.

**BACKGROUND INFORMATION**

In keeping with its charter, the Nominating and Governance committee voted unanimously at its May 9, 2017, meeting to recommend that Marcos Marchena and Robert Garvy be re-elected chairman and vice chair of the UCF Board of Trustees.

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**Supporting documentation:** none

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

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

**ITEM: CL-1**

**University of Central Florida  
Board of Trustees**

**SUBJECT: Amendments to University Regulations UCF-3.035 University Closings Due to Emergency Conditions, and UCF-3.040 Benefits and Hours of Work**

**DATE: July 20, 2017**

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**PROPOSED COMMITTEE ACTION**

Approve amendments to University of Central Florida Regulations UCF-3.035, and UCF-3.040.

**BACKGROUND INFORMATION**

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

Regulation UCF-3.035 is being updated to amend the President’s designees for decisions related to the closing of the university. Additional minor changes are made throughout the regulation.

Regulation UCF-3.040 updates circumstances under which paid administrative leave is permitted, including new language concerning military-service-connected disability.

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**Supporting documentation:** Attachment A: Proposed Amended Regulation UCF-3.035 (redline)  
Attachment B: Proposed Amended Regulation UCF-3.040 (redline)

**Prepared by:** Youndy C. Cook, Deputy General Counsel  
Maureen Binder, Associate Vice President and Chief Human Resources Officer

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

**Attachment A**

**UCF-3.035 University Closings Due to Emergency Conditions.**

(1) Authority:

- (a) The University President or designee may close all or part of the University upon the occurrence of an emergency which affects its operations.
- (b) For the purposes of this regulation, emergency is defined as that which is declared as such by the Governor in an Executive Order or by the President or designee as a result of a natural disaster or other sudden, unexpected, and unplanned situation over which management has no control, which is of serious and urgent nature, requires immediate action, and presents conditions where it is not appropriate for an employee to be on campus or to travel to the University.
- (c) If the President is unavailable to make a decision whether to close all of the University, or if only part of the University is to be closed, the following persons, in the specified order of availability, are appointed as the President's designees for the purpose of exercising such authority:
  1. Provost and Executive Vice President;
  2. Vice President for Administration and Finance and Chief Financial Officer;
  - ~~3. Vice President for Strategy, Marketing, Communications and Admissions.~~
- (d) Before closing all or a part of the University, the President or designee shall normally consult with the departments of University Human Resources, Environmental Health and Safety, University Police, and also with appropriate university administrators.

**Attachment A**

- (e) Duration. The closing will only be for the period of time necessary to restore normal working conditions. Closing of more than two consecutive days must be approved by the Chair of the University of Central Florida Board of Trustees.

(2) Notification of closing:

- (a) If a decision is made to close the University prior to the beginning of the normal work day, every effort will be made to disseminate this information to affected employees by 6:00 a.m. through local radio and television stations by the Director of Public Affairs.
- (b) A decision to close the University after the work day has begun will be communicated to all vice presidents who will notify each department head within the vice president's jurisdiction. The department heads will be responsible for notifying all employees in their departments.
- (c) Unless otherwise notified, employees will be expected to report for work on the next regularly scheduled work day.

(3) Hours of Work:

- (a) When all or part of the University is closed pursuant to this regulation, where practicable the university shall assign employees to alternative work locations to perform their regular job duties, assign employees alternative work, reschedule the work week of employees, or take other action to provide employees with work for the full work week.
- (b) Payment for overtime worked during a closing will be handled in accordance with university procedures and any applicable collective bargaining agreement.
- (c) All hours worked must be documented ~~on the employees' time card.~~

**Attachment A**

(4) Leave:

- (a) If the University cannot provide affected employees work in accordance with paragraph (3) above, OPS employees shall be granted leave without pay; and Faculty, A&P, and USPS employees shall be granted administrative leave, ~~and faculty and A&P employees shall be granted leave with pay~~ for the period of the closing. Such leave shall be documented for all affected employees. ~~on all employee time cards.~~
- (b) Employees who were on a prior approved leave of absence or on a scheduled holiday shall not have the leave of absence or holiday changed to any other type of leave.
- (c) The annual and sick leave balances of employees required to be off duty as a result of the closing shall not be reduced (unless the employee is on an approved leave of absence or is absent without authorized leave).
- (d) If the work week is rescheduled, employees who are unable to work the rescheduled work week may be allowed to use annual or compensatory leave for that period.
- (e) If employees assigned to a closed facility have been provided leave as a result of the closing, USPS employees who are assigned to that facility, and who are required to report for work in order to provide essential services during the closing, shall be granted special compensatory leave in addition to pay for hours worked, to cover the hours worked in the employees' regularly scheduled work shifts during the period the facility is closed.

(5) Reports:

**Attachment A**

- (a) Within 5 days after the closing, each vice president shall submit a report to the ~~Director of University~~ Chief Human Resources Officer (CHRO) or designee indicating the number of employees, by pay plan, who were granted administrative leave. The report shall also include the position numbers and titles of all employees required to work during the closing and the number of hours worked by each employee.
- (b) Within 15 days after a partial University closing, the ~~Director of University Human Resources~~ CHRO or designee shall submit a report to the President documenting the dates and times of the closing, what portions of the campus were affected, the reasons for the closing, what alternatives were considered and why they were rejected in favor of closing and granting the affected employees administrative leave, and the total number of employees, by pay plan, who were ~~either granted administrative leave, or whose leave balances were not reduced.~~

*Authority: BOG Regulation 1.001. History: New 3-16-06; Formerly 6C7-3.035, Amended 5-18-09, \_\_\_\_\_-17.*

**Attachment B**

**UCF-3.040 Benefits and Hours of Work.**

- (1) Benefits made available to Faculty, A&P, and USPS include, but are not limited to: paid and unpaid leave, holidays, State and University-sponsored insurance programs, and retirement.
- (2) Benefits made available to Post Doctoral Associates (PDA) include health insurance, paid annual leave, and paid sick leave and should be prorated based on full-time equivalency and date of hire. The leave is tracked by the department.
- (3) Benefits made available to residents and fellows in a program of graduate medical education in the College of Medicine are provided as described in College of Medicine Graduate Medical Education policies.
- (4) In accordance with the Shared Responsibility for Employers provision of Patient Protection and Affordable Care Act (PPACA) of 2010 (26 U.S. Code § 4980H, et seq.), OPS employees who meet state eligibility criteria may be eligible for State-sponsored health insurance benefits.
- (5) Under the Family Medical Leave Act (FMLA), OPS employees may be eligible for unpaid leave.
- (6) Benefits and hours of work requirements shall be administered consistent with the following provisions.
  - (a) Each employee is expected to work the number of hours in the employee's established workweek unless on approved leave. Benefits shall be provided in proportion to the established scheduled hours and in compliance with federal and state health reform laws.
  - (b) The minimum workweek is 40 hours for full-time employees. Pay for designated University holidays (maximum of eight hours) and accrued leave are not considered overtime and are paid at the employee's regular pay rate. Approved leave may be adjusted to ensure an employee's workweek will not exceed 40 hours.
- (7) Overtime Compensation for non-exempt employees. Non-exempt employees must be paid overtime at the rate of 1.5 times their regular rate of pay for all hours actually worked beyond 40 in the employer's designated work week (Friday through Thursday).

**Attachment B**

- (a) There are limited exceptions to this rule as authorized by FLSA, including an exception relating to law enforcement personnel.
  - (b) When leave is used or paid holidays occur, those hours do not count toward the calculation of hours worked unless required by university procedure or collective bargaining agreement.
  - (c) Overtime compensation shall be paid no later than the end of the following pay period.
- (8) Compensatory leave for non-exempt USPS employees.
- (a) Prior to November 18, 2016, overtime compensatory leave was provided in lieu of payment for overtime for nonexempt USPS employees at the rate of one and one half times the total hours worked beyond 40 in the workweek.
    - 1. The maximum overtime compensatory leave an employee could accrue was 120 hours. When the employee's overtime compensatory leave balance reached 120 hours, the employee was not allowed to earn additional overtime compensatory leave until s/he reduced the balance by using the leave.
    - 2. Employees who have accrued overtime compensatory leave are required to use such leave before using annual leave.
    - 3. If the employee separates from employment or transfers to another department, the employee shall be paid for all unused overtime compensatory leave at the employee's regular rate of pay, by the sending department.
    - 4. Effective November 18, 2016, overtime compensatory leave will no longer be an option (exception: in-unit PBA). Employees who work overtime hours shall be paid in accordance with section (7) of this regulation.
    - 5. Employees who have overtime compensatory leave balances as of November 18, 2016, should coordinate with their supervisors to use the hours prior to July 1, 2018. Any employees with an overtime compensatory leave balance at that time, will receive a payout to zero out the balance.

**Attachment B**

- (b) Prior to November 18, 2016, special compensatory leave was provided to non-exempt USPS employees as follows:
1. Special compensatory leave was provided to compensate an employee for a university designated holiday when: the employee observed the holiday and worked 40 hours the week during which the holiday occurred; the holiday fell on the employee's regularly scheduled day off; or the employee was required to work the holiday.
  2. Special compensatory leave was provided to compensate an employee for administrative leave for jury duty or court appearance provided in Section (16)(a) and (b) below when the employee worked 40 hours during the workweek in which the jury duty or court appearance occurred.
  3. Special compensatory leave was provided to employees required to perform essential duties during an emergency closing for the hours worked during the closing.
  4. There was no limit on the amount of Special Compensatory Leave an employee could accrue.
  5. Employees who have accrued special compensatory leave will be required to use such leave before using annual leave.
  6. The appropriate Vice President or Dean may elect to pay an employee for a part or all accrued special compensatory leave at any time. If the employee separates from employment or transfers to another department, the employee shall be paid for all unused special compensatory leave at the employee's regular rate of pay, by the sending department.
  7. Effective November 18, 2016, special compensatory leave accruals will no longer be an option (exception: in-unit PBA). Employees who work in a pay period that generates the earning of special compensatory hours, shall be paid for those hours when paid for that pay period.

**Attachment B**

8. Employees who have special compensatory leave balances should coordinate with their supervisors to use the hours prior to July 1, 2018. Any employees with a special compensatory leave balance at that time will receive a payout to zero the balance.
- (9) An employee shall be paid in proportion to their FTE status for all holidays designated for UCF employees, up to eight (8) hours per holiday.
- (10) Leave shall be accrued while in pay status and shall be credited on the last day of that pay period or, in the case of separation, on the last day the employee performed services.
- (11) During approved unpaid leave for parental, foster care, medical or military reasons, an employee may use accrued leave to continue the contributions to their benefits and other expenses. Under such circumstances, the employee must use a minimum of ten accrued leave hours per week until such leave is exhausted.
- (12) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period. While on paid leave, an employee may not be employed elsewhere unless approved by the University in writing. The outside activity and dual compensation regulations may apply in such circumstances.
- (13) Compulsory leave provisions shall be consistent with the following.
  - (a) Medical certification by an approved health care provider may be required.
  - (b) Notice shall be provided to the employee identifying duration of the leave, the conditions for return to the position, and whether such leave shall count toward FMLA entitlements.
  - (c) The employee may be allowed to use accrued leave during compulsory leave to continue the contributions to their benefits and other expenses.
  - (d) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period and upon receipt of medical certification.
  - (e) Employees who fail to meet the conditions of the compulsory leave or who fail to obtain medical certification and are unable to perform duties may be offered part-time employment, placed on unpaid leave or have such leave

**Attachment B**

extended, requested to resign, or be dismissed for inability to perform the duties of the position.

(14) Employees are provided with 12 workweeks of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) of 1993 (29 USC s. 2601, et seq.) and implementing regulations (29 CFR Part 825). The 12-month period is defined as the fiscal year (July 1-June 30). All employees are eligible (including OPS and Post Doctoral Associate employees) who have worked at least 12 months (these need not have been consecutive) and who have worked at least 1250 hours in the 12-months prior to the leave. Leave-accruing employees may use accrued leave when taking an FMLA leave.

(15) Employees shall be provided with up to six months unpaid parental leave (unless otherwise defined by collective bargaining agreement) when the employee becomes a biological or adoptive parent. Parental leave shall begin two weeks prior to the expected date of the child's arrival unless otherwise approved by the supervising physician or appropriate Dean or Director. The employee taking parental leave may use accrued leave, but accrued sick leave may only be used when the supervising physician restricts the employee from working.

(16) Employees are provided paid administrative leave as follows. Paid administrative leave shall not count as hours worked for purposes of calculating overtime. Administrative leave is not accrued.

(a) Administrative leave for jury duty shall not exceed the number of hours in the employee's normal workday. If jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release from the court. If the jury duty does not coincide with the regular work schedule, the employee shall be granted administrative leave based on the total hours served on jury duty and such leave shall be granted on the next scheduled work shift. Any jury pay shall be retained by the employee.

(b) When job duties require court attendance, such as law enforcement officers under subpoena to appear in a proceeding because of their position with the University, this will be considered time worked. Administrative leave shall be provided to an employee summoned as a witness in a matter not

**Attachment B**

involving personal interests, but shall not be provided to an employee who is a defendant in a criminal matter, where criminal matter means either an alleged misdemeanor or felony; who has received a summons to appear in traffic court (except as a witness); who is a party to a civil case, either as plaintiff or defendant; or who has any personal or familial interest in the proceedings. ~~Administrative leave shall not be provided to an employee serving as an expert witness. Witness pay shall be retained by the employee.~~

- (c) Administrative leave for athletic competition in Olympic events shall be provided in accordance with Section 110.118, F.S.
- (d) Administrative leave up to two days shall be provided to a non-exempt employee upon the death of an immediate family member (grandparents, parents, children, grandchildren and siblings of the employee, employee's spouse.)
- (e) Administrative leave shall be provided for official emergency closing of University facilities per UCF Regulation 3.035. ~~Special Compensatory leave payment shall be provided to non exempt employees required to perform essential services during the emergency closing.~~ Only employees in active pay status and not on a scheduled leave of absence-scheduled to work during the time of the emergency closing shall be provided administrative leave pursuant to this provision.
- (f) The President or designee may provide administrative leave for Florida Disaster Volunteers in accordance with Section 110.120, F.S.
- ~~(g) The President or designee may grant up to two days of administrative leave for civil disorder or disaster for an employee who is a member of a volunteer emergency response team.~~
- (gh) The supervisor may provide administrative leave up to one hour ~~two hours~~ for voting in public elections when it is not possible for the employee to vote outside of their normal work schedule. If early voting procedures are in effect, employees are not eligible for this benefit. The employee must request this leave in advance.
- (hi) The President or designee may place a faculty member under investigation

**Attachment B**

on leave up to the length of the investigation. For A&P and USPS employees, the Chief Human Resources Officer (CHRO) or designee may place an A&P or USPS employee under investigation on leave up to the length of the investigation.

(~~ij~~) The President or designee may place an employee on administrative leave between the notice of reduction in pay, suspension, or dismissal and the effective date of such action. For A&P and USPS employees, the ~~Chief Human Resources Officer~~ CHRO or designee may place an employee on administrative leave between the notice of reduction in pay, suspension, or dismissal and the effective date of such action.

(~~jk~~) The President or designee may place an employee on administrative leave when the employee's presence in the workplace may result in damage to property, or injury to the employee or others. For A&P and USPS employees, the ~~Chief Human Resources Officer~~ CHRO or designee may place an employee on administrative leave when the employee's presence in the workplace may result in damage to property, or injury to the employee or others.

(~~kl~~) The President or designee and/or ~~Chief Human Resources Officer~~ CHRO or designee may place an employee on administrative leave if deemed appropriate to unique or specific circumstances and/or in the best interest of the university.

(l) An employee who has been rated by the United States Department of Veterans Affairs or its predecessor to have incurred a military-service-connected disability and has been scheduled by the United States Department of Veterans Affairs to be reexamined or treated for the disability shall be granted administrative leave for such reexamination or treatment without loss of pay or benefits. However, such paid leave may not exceed 48 hours per calendar year. Employees should request the administrative leave in advance from their supervisor and provide a copy of the official documentation for the timekeeping records. If an employee fails to do so and later requests administrative leave, departments are permitted

**Attachment B**

to approve adjustments to dates within the current calendar year.

(17) Military leave and reemployment rights shall be provided to Faculty, A&P (including Executive Service) and USPS employees consistent with Federal and State laws. OPS employees, including Post Doctoral Associates, may request time off for military duty obligations. However OPS employees are not eligible for military pay supplements or extended leaves of absence.

(18) Workers' Compensation benefits for an injury compensable under the Florida Workers' Compensation Law shall be provided consistent with the following.

- (a) An employee shall remain in full pay status for a period up to a maximum of forty (40) hours without being required to use accrued leave. If, during that period, the employee receives Workers' Compensation benefits, then the employee shall reimburse the University the amount of the benefits. Such reimbursement shall not include payments for expenses related to medical, surgical, hospital, or nursing treatment or payments of disability losses.
- (b) An employee may elect to use accrued leave to supplement Workers' Compensation payments up to the employee's regular salary/rate of pay.
- (c) The period of paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.
- (d) An employee who was injured in the workplace may be returned to alternate duty consistent with established University policies or procedures.
- (e) If at the end of the leave period, an employee is unable to return from leave to work full-time and perform the duties of the position, the ~~Chief Human Resources Officer~~ CHRO or designee may offer the employee a part-time appointment, place the employee on unpaid leave, extend the leave status, request the employee's resignation, or terminate the employee from employment.

(19) In accordance with Fla. Stat. §121.35(3), all new Faculty and A&P employees are automatically enrolled in the Optional Retirement Program (ORP) unless such employee elects membership in the Florida Retirement System. Such election shall be made in writing and submitted to UCF Human Resources. Any employee who is eligible to

**Attachment B**

participate in the Optional Retirement Program and who fails to execute a contract with one of the approved companies and submit a copy of said contract accompanied by a completed ORP-16 SUSORP Retirement Plan Choice Form within 90 days after the date of eligibility shall be deemed to have elected membership in the Florida Retirement System, except as provided in s. 121.051(1)(a), which states that a faculty member in the College of Medicine may not participate in the Florida Retirement System. Faculty members in the College of Medicine shall participate in the Optional Retirement Program. (20) Adjunct faculty, OPS non-student employees, Post Doctoral Associates, Medical Residents, and Medical Fellows are automatically enrolled in the 401(a) FICA Alternative Plan as a mandatory condition of employment. This is a mandatory retirement system and such employees do not contribute to or receive credits in the Social Security system.

*Authority: BOG Regulation 1.001. History–New 5-16-12. Amended 2-8-16, 12-19-16, \_\_\_\_\_-17.*

**ITEM: CL-2**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: Performance Unit Plan Incentive Measures and Goals**

**DATE: July 20, 2017**

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**PROPOSED COMMITTEE ACTION**

Approve the 2018-20 performance incentive measures and goals for the president and senior officials.

**BACKGROUND INFORMATION**

The Performance Unit Plan, approved by the board on May 24, 2007, requires annual board approval of the Performance Incentive Measures and Goals. Following a review of the Plan, proposed incentives are aligned with the university Collective Impact – Strategic Plan.

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**Supporting documentation:**

Attachment A: Performance Unit Plan Review – Executive Summary

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

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

**Attachment A**

# **Performance Unit Plan Review – Executive Summary**

Board of Trustees

July 20, 2017



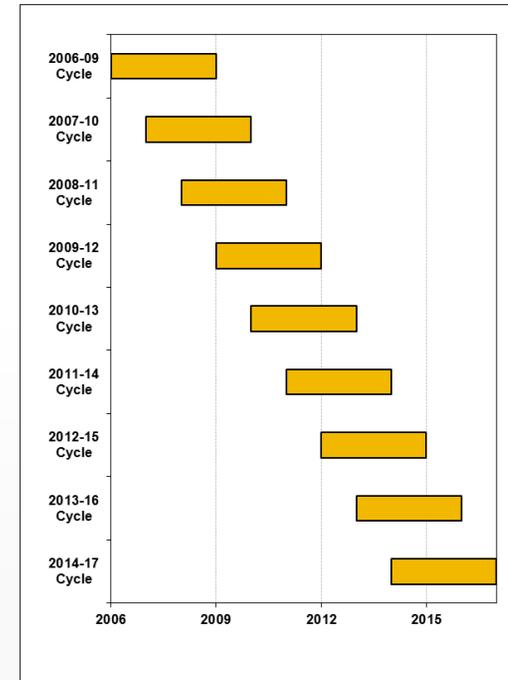
**UNIVERSITY OF  
CENTRAL FLORIDA**

*This document is confidential and is intended solely for the use  
and information of the client to whom it is addressed.*

## Attachment A

## Plan Description

- The UCF Performance Unit Plan (“PUP”) was initially adopted effective July 1, 2006.
- The overlapping performance cycles consist of three-year periods that follow UCF’s fiscal year. This design rewards sustained high performance.
- The value of each unit granted is determined at the end of the performance cycle and is equal to \$100 times the performance percentage earned.
- The Board of Trustees annually approves:
  - the performance measures and goals applicable to the new performance cycle,
  - the number of units awarded to each participant, and
  - the payment earned for the concluding cycle.



## Attachment A

## Competitive Analysis

- A market range of pay was computed for officer positions based on a weighting of CUPA-HR\* data that reflects UCF's size and aspirational peers.
- The graph above right shows the relative competitive position of each position's salary versus this reference. On average, salaries are equal to 61<sup>st</sup> percentile.
  - The Plan was not implemented as an “add-on.” PUP participants do not earn merit increases. This amounts to forgone increases of 7.7% since the Plan inception.
- The second graph shows a similar analysis based on salary plus 2013-16 PUP payment (including any cash payments for new hires.) On average, UCF pay is now 70<sup>th</sup> percentile.



\* Data trended to effective date of UCF data - 4/1/2017

## Attachment A

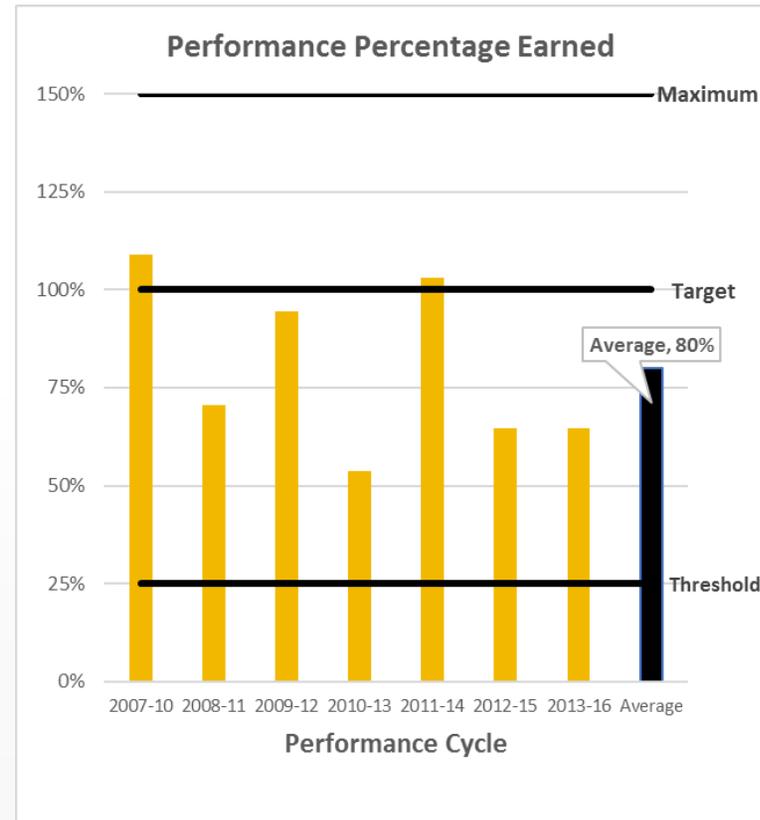
## Performance Measures Linked to Strategy

Strategy	Performance Measure
Scale x	Total External Funding earned during performance period <i>(Excludes student tuition, fees, financial aid, and state allocation)</i>
Excellence =	Total number of Preeminence Metrics achieved during performance period <i>(Based on SUS measures in effect at the beginning of the performance cycle.)</i>
Impact	Total number of Degrees Awarded during performance period <i>(Excludes certificates and honorary degrees)</i>

## Attachment A

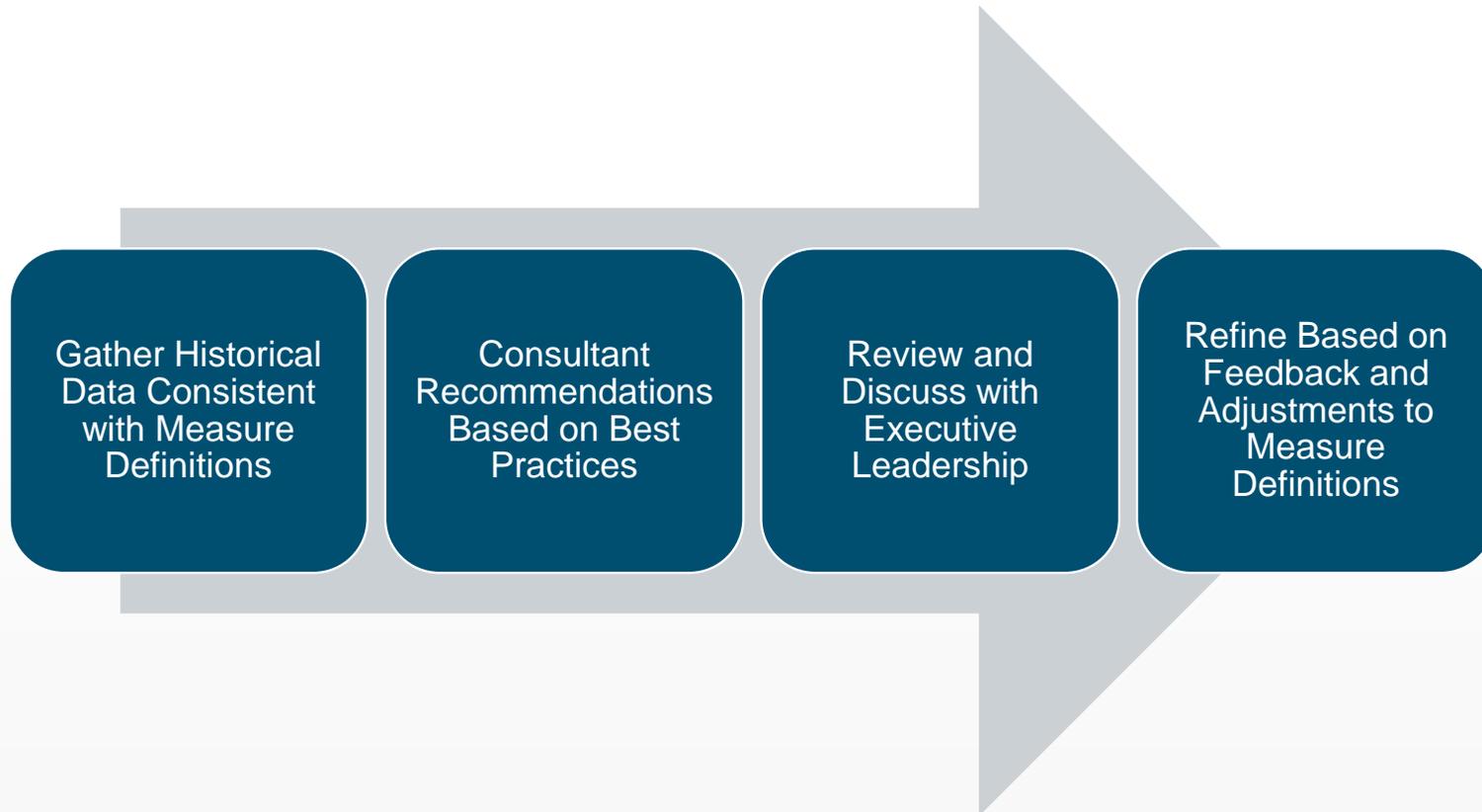
## Goal Setting Best Practices

- The adjacent graph shows the historical performance versus goals for the seven completed cycles.
- As a general rule of thumb, the degree of difficulty, or “stretch” embedded in performance goals should have:
  - An 85% to 90% chance of achieving Threshold performance
  - A 60% to 70% chance of achieving Target performance
  - A 10% to 15% chance of achieving Maximum performance
- It is our opinion that the key issue with the PUP is realistic goal setting.



Attachment A

## Goal Setting Process



## Attachment A

## Recommended 2018-20 Performance Incentive Matrix.

Objective / Performance Measure	Weight	Performance Goals / Percent Earned			Actual Performance	% Earned	Weighted % Earned
		Minimum	Target	Maximum			
		25%	100%	150%			
<b>Scale x</b> Total <u>External Funding</u> earned during performance period (Excludes student tuition, fees, financial aid, and state allocation. Gifts measured on Attainment Reporting.) <i>Shown in millions of \$'s</i>	33%	1,260	1,310	1,350	1,310	100.0%	33.33%
<b>Excellence =</b> Total number of <u>Preeminence</u> Metrics achieved during performance period (Based on SUS measures)	33%	21	24	28	24	100.0%	33.33%
<b>Impact</b> Total number of <u>Degrees Awarded</u> during performance period (Excludes certificates and honorary degrees)	33%	48,000	50,000	51,500	50,000	100.0%	33.33%
<b>Total</b>	<b>100%</b>						<b>99.99%</b>

**Attachment A**

# Exhibits

## Attachment A

## Degrees Awarded

- The table below shows historical and forecast degrees awarded.
- For the period just ending, the three-year total is 47,249. The projected total for 2017-20 is 50,895 – an increase of 3,646 degrees. This is above the 2,942 average growth over the prior three-year cycle.
- Recommended Goals:
  - Target goal of 50,000 – a little above the average growth.
  - Threshold goal of 48,000 – about half the average growth.
  - Maximum goal of 51,500 – about 1% over the projection.

<u>Degrees Awarded</u>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>16-17 est</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>Average</b>
Bachelors	10,836	11,691	12,525	12,592	12,811	13,003	13,380	13,740	14,120	14,510	12,921
Masters and Specialist	2,253	2,413	2,307	2,562	2,250	2,242	2,245	2,285	2,350	2,465	2,337
Doctoral	<u>285</u>	<u>266</u>	<u>280</u>	<u>356</u>	<u>423</u>	<u>440</u>	<u>455</u>	<u>465</u>	<u>475</u>	<u>485</u>	<u>393</u>
Total	13,374	14,370	15,112	15,510	15,484	15,685	16,080	16,490	16,945	17,460	15,651
Growth		7.4%	5.2%	2.6%	-0.2%	1.3%	2.5%	2.5%	2.8%	3.0%	3.0%
Three-Yr Total			42,856	44,992	46,106	46,679	47,249	48,255	49,515	50,895	47,068
Increase over three year prior						3,823	2,257	2,149	2,836	3,646	2,942
% Increase over three year prior						8.9%	5.0%	4.7%	6.1%	7.7%	6.5%

**Attachment A**

## External Funding Definition

- Excludes student tuition and fees as well as money received from state
- Remainder is shown in Table 1E of Annual Accountability Report plus Gifts (i.e., UCF Foundation) and excluding Financial Aid.
- Gifts are measured based on “Attainment Reporting” – i.e., amounts received plus pledges & bequests (discounted).
  - Include cash receipts on gifts and bequests pledged prior to 7/1/2017
  - Non-cash gifts must meet two criteria:
    - A. There must be a readily determinable market value
    - B1. Must be used in the education of students, research, or
    - B2. Must be a discount on an item or service that UCF would have otherwise purchased.
  - Decisions on the amount of any non-cash gift to count will be made by Committee of UCF Foundation Board members

## Attachment A

## External Funding

- The table below shows historical external funding (\$000's), consistent with the proposed definition. UCF Administration and Finance does not yet have budget projections available.
- For the period just ending, the three-year total is \$1.25 billion. We noted that the external funding was relatively constant per degree awarded – about \$23,000 to \$27,000 per in recent years. Assuming 1% annual growth in the three-year average (\$25,900) we get a benchmark average of \$26,200 per degree granted.
- Applying this average to the degree goals previously recommended we recommend the following goals for external funding:
  - Target goal of \$1.31 billion – a 4.7% increase.
  - Threshold goal of \$1.26 billion – a 0.7% increase.
  - Maximum goal of \$1.35 billion – a 7.9% increase.

	2011-12	2012-13	2013-14	2014-15	2015-16	16-17 est
Auxiliary Enterprises	\$136,915	\$150,750	\$152,225	\$162,693	\$172,241	\$177,500
Contracts and Grants	\$108,717	\$114,168	\$120,683	\$119,582	\$114,038	\$121,500
Local Funds	\$64,451	\$63,945	\$68,615	\$75,403	\$77,719	\$72,090
Faculty Practice Plans	\$574	\$1,414	\$1,629	\$2,326	\$3,110	\$3,900
Gifts (Attainment)	<u>\$20,865</u>	<u>\$55,374</u>	<u>\$36,604</u>	<u>\$49,975</u>	<u>\$56,722</u>	<u>\$41,943</u>
Total	\$331,522	\$385,651	\$379,756	\$409,979	\$423,830	\$416,933
Three-Yr Total			\$1,096,929	\$1,175,386	\$1,213,565	\$1,250,742
Increase over three year prior						153,813
% Increase over three year prior						14.0%
External Revenue per Degree Awarded	\$23,100	\$25,500	\$24,500	\$26,500	\$27,000	\$25,900

## Attachment A

## Preeminence Trends

	Measure	2017 Data Cycle	Benchmark	UCF 2013	UCF 2014	UCF 2015	UCF 2016	UCF 2017	UCF 2018	UCF 2019	UCF 2020	UCF 2021
A	Average GPA and SAT Score (for incoming freshman in Fall semester)	Fall 2016	>= 4.0 GPA/ 1200 SAT	3.9 1244	3.9 1248	3.9 1257	4.0 1261	4.02 1262	4.0 1265	4.1 1267	4.1 1270	4.1 1272
B	Public University Ranking (in more than one national ranking)	various	Top 50 in 2 or more publications	-	1	1	1	2	2	3	3	4
C	Freshman Retention Rate (Full-time FTIC)	2015-16	>= 90%	88%	87%	88%	89%	89%	90%	91%	92%	92%
D	6-year Graduation Rate (Full-time FTIC)	2010-16	>= 70%	65%	67%	70%	70%	69%	72%	73%	74%	74%
E	National Academy Memberships	2016	>= 6	-	1	1	1	6	7	7	8	8
F	Total Annual Research Expenditures (Science & Engineering only)	2015-16	>= \$200M	\$97	\$109	\$143	\$170	\$188	\$194	\$199	\$210	\$218
G	Total Annual Research Expenditures in Diversified Non-Medical Sciences (Science & Engineering only)	2015-16	>= \$150M	\$95	\$105	\$132	\$168	\$180	\$186	\$191	\$196	\$201
H	National Ranking in Research Expenditures (in at least 5 S&E disciplines as reported by NSF (includes public and private institutions))	2014-15	5 in Top 100	4	3	3	7	7	7	7	7	7
I	Patents Awarded (over 3 year period)	2014-16	>= 100	221	205	198	177	184	192	202	218	230
J	Doctoral Degrees Awarded Annually (including professional degrees)	2015-16	>= 400	266	280	356	423	440	455	465	475	485
K	Number of Post-Doctoral Appointees	Fall 2013	>= 200	74	58	65	55	52	64	68	72	95
L	Endowment Size	2015-16	>= \$500	\$122.6	\$138.6	\$154.6	\$150.7	\$146.4	\$153	\$161	\$169	\$175
			Metrics Met:	1	1	2	6	7	9	9	10	10

Source: UCF Institutional Knowledge Management

Attachment A

## Preeminence Recommendation

- It should be noted that only 10 of the 12 Preeminence metrics can likely be achieved by UCF within the foreseeable future.
- For reporting period 2018-20, trend shows a total of 28 Preeminence metrics achieved over the three-year performance period – an average of about nine per year. This will likely entail an excellent level of performance - i.e., achievable 10-15% of the time.
- Trend also shows that a metric once achieved can be lost in the next cycle. For the most recent report (i.e., 2017) UCF attained seven metrics. There is about a 10-15% chance that UCF would not achieve this level of performance – i.e., 21 total metrics over the period.
- Recommended goals for total number of preeminence metrics achieved over the period:
  - Maximum goal of a total of 28 Preeminence metrics achieved.
  - Threshold goal of a total of 21 Preeminence metrics achieved.
  - Target goal of a total of 24 Preeminence metrics achieved – i.e., about the midpoint of Threshold & Maximum.
    - Goals for period could be attained by achieving seven preeminence metrics in 2018 report, eight in the 2019 report and nine in the 2020 report.
    - UCF should have a 60% to 70% chance of achieving at least Target performance for the period.

**ITEM: EP-1**

**EDUCATIONAL PROGRAMS COMMITTEE**  
*University of Central Florida*

**SUBJECT:** Conferral of Degrees

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

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

**BACKGROUND INFORMATION**

UCF expects to award the following degrees at the Summer 2017 commencement ceremonies on August 5, 2017:

3,051	baccalaureate degrees
524	master's degrees
<u>124</u>	doctoral and specialist degrees
<b>3,699</b>	<b>Total</b>

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

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

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

Board of Trustees Meeting - Consent Agenda

**UCF Summer 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
<b>Saturday, 8/5, 9:00 a.m.</b>													
College of Arts and Humanities	219	153				17	17			1	1		
College of Business Administration	424	297				109	109			2	2		
College of Education and Human Performance	174	122				94	94			46	46		
* Education Specialists	0	0				0	0			0	0		
College of Graduate Studies	0	0				8	8			0	0		
College of Undergraduate Studies	187	131				0	0			0	0		
College of Nursing	269	188				35	35			3	3		
Rosen College of Hospitality Management	252	176				10	10			1	1		
<b>College Totals:</b>	<b>1,525</b>	<b>1,068</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>273</b>	<b>273</b>	<b>0</b>	<b>0</b>	<b>53</b>	<b>53</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>1,394</b>												
<b>Saturday, 8/5, 2:30 p.m.</b>													
College of Engineering and Computer Science	240	168				57	57			37	37		
College of Health & Public Affairs	576	403				146	146			2	2		
College of Medicine	65	46				7	7			3	3		
College of Optics and Photonics	6	4				2	2			2	2		
College of Sciences	639	447				39	39			27	27		
<b>College Totals:</b>	<b>1,526</b>	<b>1,068</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>251</b>	<b>251</b>	<b>0</b>	<b>0</b>	<b>71</b>	<b>71</b>	<b>0</b>	<b>0</b>
<b>Total Students Anticipated in Attendance:</b>	<b>1,390</b>												
<b>Degree level ITG totals:</b>	<b>3,051</b>					<b>524</b>				<b>124</b>			
<b>Combined ITG submissions:</b>	<b>3,699</b>												
<b>All ceremony projected* attending:</b>	<b>2,784</b>	<b>75.3% of all ITG's</b>											
<b>Anticipated attendance - cap/gown pickup:</b>	<b>0</b>	<b>0.0% of all ITG's</b>											
<b>Headcount totals:</b>	<b>0</b>	<b>0.0% of all ITG's</b>											
<b>Undergraduate degrees awarded:</b>	<b>0</b>	<b>0.0% of all UGRD ITG's</b>											

**EDUCATIONAL PROGRAMS COMMITTEE**  
University of Central Florida

**SUBJECT:** New Degree Program - Masters of Athletic Training

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approval of a Master's degree in Athletic Training

**BACKGROUND INFORMATION**

The Department of Health Professions in the College of Health and Public Affairs proposes to establish a Master of Athletic Training (MAT) degree.

Due to a mandate from the Commission on Accreditation of Athletic Training Education (CAATE), all professional athletic training degrees must be delivered at the graduate level. Baccalaureate programs may not admit, enroll, or matriculate students into the athletic training program after the start of the fall term 2022. The University of Central Florida currently offers a Bachelor of Science in Athletic Training that requires students to complete 62 credits in the professional phase of the program. The Athletic Training Program faculty aims to use this mandate as an opportunity to create a new and challenging Master of Athletic Training (MAT) degree. This graduate entry-level clinical degree includes a curriculum that will prepare students to play an integral role as healthcare providers in a rapidly evolving healthcare system.

The university benefits from the proposed MAT degree program in that it meets two of the Critical Workforce Programs of Strategic Emphasis Categories set forth by the SUS: Education and Health (see section IE). The 2015 Bureau of Labor Statistics predicted a 21% growth (much faster than average) for 2014-24 (Bureau of Labor, 2015). The demand for this program is evident in the existing BS in AT degree application data (50-65 applicants per year), as well as in the results of the 2016 survey of the Bachelor of Science in Health Sciences (HS) students who indicated that 32.46% of respondents were "somewhat interested" or "very interested" in the new degree program. The HS major, with its 3000+ students, is a natural feeder to the proposed degree as all of the necessary pre-requisites for the MAT are included in the HS degree plan.

Additionally, the students in the MAT program will assist the university by providing support for the athletic training staff at the UCF Athletics Association and the Recreation & Wellness Center. Orange County Public Schools, Seminole County Public Schools, and other area organizations will also receive students completing *practica*, and thus the community is served as well.

The proposed program will require 65 credit hours beyond the bachelor's degree, including 41 hours of coursework, 18 hours of clinical *practica*, and 6 hours of capstone research. This proposed program is cost-effective, since many of the resources are already in place to support the current bachelor's degree program in athletic training.

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 Summer 2019.

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**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: Master of Athletic Training (MAT)**

Criteria	Proposal Response to Criteria
1. The goals of the program are aligned with the university’s mission and relate to specific institutional strengths.	<b>Met with Strength</b> The Master of Athletic Training program should attract a diverse group of applicants from the student body as many undergraduate degree programs at UCF meet the prerequisite requirements and are in a related field of study. This program incorporates the skills to grow students into leadership positions. It will provide students with avenues and training opportunities for public service through internships in the Orlando community. During their course of study and after graduation, students will contribute to health and welfare of the community. The program incorporates the areas of health and medicine, which align with state identified strategic areas.
2. If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews.	<b>Met with Strength</b> The Athletic Training Bachelor of Science degree is accredited by the Commission on Accreditation of Athletic Training Education (CAATE). The faculty are already familiar with the accreditation process. An external program review of the undergraduate program in January 2017 yielded a small percentage (2.7%) of non-compliances among the 109 standards. These have since been rectified.
3. The proposal describes an appropriate and sequenced course of study. Admissions and graduation criteria are clearly specified and appropriate. The course of study and credit hours required may be satisfied within a reasonable time to degree. In cases in which accreditation is available for existing bachelor’s or master’s level programs, evidence is provided that the programs are accredited or a rationale is provided as to the lack of accreditation.	<b>Met with Strength</b> The new course of study for this program is aligned to cover athletic training education competencies. The new curriculum collaborates with other relevant departments. The new graduate courses that will be offered have been approved by Graduate Curriculum Committee. Student credit hours are in line with comparable graduate programs.
4. Evidence is provided that a critical mass of faculty members is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty members in later years, based on estimated enrollments. For doctoral programs, evidence is provided that the faculty members in aggregate have the necessary experience and research activity to sustain a doctoral program.	<b>Met</b> The current number of participating faculty is adequate for the program. But considering the potential for future growth, additional faculty will be necessary. With the hiring of two new research-oriented faculty, the program will better be able to carry out their mission. The review committee endorses the idea that the two future faculty members should be hired in tenure track lines to ensure the stability of the program.

	<b>Criteria</b>	<b>Proposal Response to Criteria</b>
5.	Evidence is provided that the necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; appropriate fellowships, scholarships, and graduate assistantships; and appropriate clinical and internship sites are sufficient to initiate the program.	<p><b>Met</b></p> <p>After the first year when the bachelor’s program is in its final year, there should not be space limitations to teach the proposed courses. Furthermore, if there is a move to the Lake Nona campus, additional space may be available to accommodate future growth. Library resources are in place and sufficient for program. The scholarship currently available to bachelor level students is expected to be available for MAT students. The review committee suggests the program consider more scholarship opportunities funded by community partners. There are currently many internship opportunities and partnerships in the area. UCF’s location boasts many prospective partners and potential employers including Orlando City Soccer and the USTA tennis facility.</p>
6.	Evidence is provided that there is a need for more people to be educated in this program at this level. For all degree programs, if the program duplicates other degree programs in Florida, a convincing rationale for doing so is provided. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program and indicates steps to be taken to achieve a diverse student body.	<p><b>Met with Strength</b></p> <p>There is a national movement of the Athletic Training degree from a bachelor’s level to the master’s level as standard for the discipline. The proposal documents the need for graduates in this field of study. The existing diverse student body at the bachelor’s level should translate to a diverse pool at the master’s level.</p>
7.	The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, is comparable to the budgets of similar programs, and provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment.	<p><b>Met with Strength</b></p> <p>There are no significant changes from the existing bachelor’s program. The Dean for the College of Health and Public Affairs is in support of hiring two new faculty. There will not be any negative impact on the bachelor’s program as the current bachelor’s standard is being replaced with the master’s degree.</p>
8.	The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service.	<p><b>Met</b></p> <p>The current Athletic Training faculty are productive. Faculty hired in the future will be expected to increase research and service for the department. The teaching outcome at the bachelor’s level is successful as evidenced by the exceptionally high level passing rate of the board certification exam.</p>

ITEM: **EP-3**

**EDUCATIONAL PROGRAMS COMMITTEE**  
*University of Central Florida*

**SUBJECT:** 2017-18 Tenure with Hire

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approval of tenure with hire

**BACKGROUND INFORMATION**

Each year new faculty members are hired with tenure. Normally, these faculty members have earned tenure at their previous institution and meet UCF's requirements for tenure. For others, tenure is part of the hiring package when senior faculty members are hired for administrative positions. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

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**Supporting documentation:** Attachment A: Tenure with Hire Justification

**Prepared by:** Cynthia Y. Young, Vice Provost for Faculty Excellence and International Affairs and Global Strategies

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

Attachment A

**Educational Programs Committee  
Tenure with Hire Justification  
July 20, 2017**

***Dr. Elizabeth Arnold, Professor***

**College of Health and Public Affairs, School of Social Work**

Dr. Elizabeth Arnold earned her Ph.D. in social work from Florida State University. She comes to UCF from Wake Forest School of Medicine, where she was a tenured associate professor. During her 16 years at Wake Forest, she served as principal investigator or co-principal investigator on externally funded research grants totaling more than \$6 million. She will bring to UCF a federally funded research project of \$500,000. Dr. Arnold has published extensively in the top journals in her field and has presented at numerous national conferences. She is nationally known for her research on integrated behavioral health care, including HIV prevention, homelessness, mental health, and addressing health disparities. She will provide expert leadership for the new Center for Behavioral Health Research and Training. The School of Social Work and the College of Health and Public Affairs support the recommendation for tenure with hire.

***Dr. Sarah Bush, Associate Professor***

**College of Education and Human Performance, School of Teaching, Learning and Leadership**

Dr. Sarah Bush received her Ph.D. in mathematics education from the University of Louisville. Early in her career, she taught mathematics in K-12 schools. She later joined the faculty of Bellarmine University in Indiana, where most recently she was a tenured associate professor and associate dean of the Annisley Frazier Thornton School of Education. Dr. Bush has published more than thirty articles in teacher-education journals and co-authored four books. She was successful in securing nearly \$400,000 in external research funding from the Mathematics Science Partnership, and has been a dissertation chair. During her career, she has become a leader in the National Council of Teachers of Mathematics, an organization of more than 40,000 teachers. The School of Teaching, Learning and Leadership and the College of Education and Human Performance support the recommendation for tenure with hire.

***Dr. Mark Ehrhart, Professor***

**College of Sciences, Department of Psychology**

Dr. Mark Ehrhart received his Ph.D. in industrial and organizational psychology from the University of Maryland. He comes to UCF from San Diego State University, where he was a tenured professor and associate chair of the Department of Psychology. Dr. Ehrhart has established himself as a leader in the area of organizational culture. He has published more than 40 journal articles throughout his career and has presented at more than 80 national conferences. He has taught graduate and undergraduate courses, served on numerous thesis committees as either chair or member, and supervised many graduate and undergraduate research assistants. He is the recipient of multiple research grants, including awards from the National Institutes of Health. The Department of Psychology and the College of Sciences support the recommendation for tenure with hire.

***Dr. Xinwen Fu, Associate Professor***

**College of Engineering and Computer Science, Department of Computer Science**

Dr. Xinwen Fu received his Ph.D. in computer engineering from Texas A&M University. He comes to UCF from the University of Massachusetts Lowell where he was a tenured associate professor in the Department of Computer Science. He will join the UCF Faculty Cluster on Cyber Security and Privacy. Dr. Fu's research interests include network security and privacy, network forensics, computer forensics, information assurance, system reliability, and networking Quality of Service. He has been the recipient of external awards totaling over \$2.1 million as principal investigator, with a number of grants from the National Science Foundation. He has published 39 refereed journal articles and has presented at a number of national and international conferences. The Department of Computer Science and the College of Engineering and Computer Science support the recommendation for tenure with hire.

***Dr. Thomas Harrison, Professor***

**College of Humanities, Department of Music, School of Performing Arts**

Dr. Thomas Harrison was awarded a Ph.D. in musicology from the University of Salford in England. Prior to his arrival at UCF, he was a tenured professor of music business, commercial music, and recording at Jacksonville University. Dr. Harrison is a guitarist, producer, and recording engineer, and is active both as a musicologist and composer of music for the concert hall. He has delivered academic papers internationally and is widely published. He is at the forefront of university curriculum development for courses in music business, entrepreneurship, and commercial music and recording. He maintains an active role as a recording artist in the professional world of music recording and music production. The Department of Music, School of Performing Arts, and College of Arts and Humanities support the recommendation for tenure with hire.

***Dr. Steve Jex, Professor***

**College of Sciences, Department of Psychology**

Dr. Steve Jex earned his Ph.D. in industrial and organizational psychology from the University of South Florida. He comes to UCF from Bowling Green State University, where he was a tenured professor in the Department of Psychology, which has one of the top industrial and organizational psychology programs in the country. Dr. Jex is a well-known and respected industrial and organizational psychologist and is recognized as one of the leading figures in the sub-field of occupational health psychology. He has an outstanding publication record and is the author of a popular textbook in his field. He has taught many undergraduate and graduate courses throughout his career and has chaired well over 50 thesis and dissertation committees. The Department of Psychology and the College of Sciences support the recommendation for tenure with hire.

***Dr. Theresa Libby, Professor***

**College of Business Administration, Kenneth G. Dixon School of Accounting**

Dr. Theresa Libby earned her Ph.D. in accounting at the University of Waterloo in Canada. She comes to UCF from the University of Waterloo, where she was a tenured professor in the School of Accounting and Finance. Dr. Libby was recently ranked as one of the top 50 managerial accounting researchers globally by the Brigham Young University research rankings. Her research interests include managerial use of accounting information for decision-making, the effects of budgets and budgeting on performance, accounting ethics and innovation management accounting systems. She has publications in top journals in her field and has been the managing editor of one of the American Accounting Association's special interest section journals. Dr. Libby's teaching interests include managerial accounting and management control systems, behavioral accounting research and research design. Her research and teaching experience will add greater depth to the managerial group. The Kenneth G. Dixon School of Accounting and the College of Business Administration support the recommendation for tenure with hire.

***Dr. Scott Lubaroff, Professor***

**College of Humanities, Department of Music, School of Performing Arts**

Dr. Scott Lubaroff earned his Doctor of Musical Arts degree in wind conducting from Michigan State University. He comes to UCF from the University of Central Missouri, where he was a tenured professor of music, director of bands, and department chair. He has conducted the University of Central Missouri wind ensemble in significant performances at Carnegie Hall and at conferences of the Missouri Music Educators Association, the College Band Director National Association, and the Society of Composers. He has been featured as a guest conductor for honor bands in nine states. Dr. Lubaroff will serve as director of bands for the UCF School of Performing Arts and has the background and experience needed for this critical position. The Department of Music, School of Performing Arts, and College of Arts and Humanities support the recommendation for tenure with hire.

***Dr. Michael C. Posey, Associate Professor***

**College of Business Administration, Department of Management**

Dr. Michael C. Posey received his Doctor of Business Administration degree in computer information systems from Louisiana Tech University, with minors in quantitative analysis and management. He comes to UCF from the University of Alabama, where he most recently was a tenured associate professor of management information systems, as well as associate director of the Cyber Institute. He will join the UCF Faculty Cluster on Cyber Security and Privacy. Dr. Posey's research interests include the behavioral aspects of cyber crime and represent a complementary fit with scholars in the College of Business Administration. He has published in leading academic journals in the disciplines of information systems and management. The Department of Management and the College of Business Administration support the recommendation for tenure with hire.

***Dr. Abdul-Akeem Sadiq, Associate Professor***

**College of Health and Public Affairs, School of Public Administration**

Dr. Abdul-Akeem Sadiq received a Ph.D. in public policy jointly from Georgia State University and Georgia Institute of Technology. He comes to UCF from Indiana University- Purdue University Indianapolis, where he was a tenured associate professor in the School of Public and Environmental Affairs. Dr. Sadiq has published several book chapters and numerous peer-reviewed articles, with many in top-rated journals in his discipline. He was recently awarded a National Science Foundation grant to study community flood resilience and flood risk management. In 2014, he was awarded a prestigious National Science Foundation Fellowship in Enabling the Next Generation of Hazards and Disasters Researchers. Dr. Sadiq teaches courses in terrorism and public policy, public safety in America, and emergency management and homeland security. His teaching expertise will strengthen the proposed undergraduate emergency management and graduate emergency and crisis management programs at UCF. The School of Public Administration and the College of Health and Public Affairs support the recommendation for tenure with hire.

***Dr. Patric Spence, Associate Professor***

**College of Sciences, Nicholson School of Communication**

Dr. Patric Spence received his Ph.D. in organizational communication, crisis communication and methods from Wayne State University. He comes to UCF from the University of Kentucky, where he was a tenured associate professor in instructional communication and research in the School of Information Science. He specializes in risk and crisis communication. Dr. Spence will help the Nicholson School of Communication build a better research and graduate profile as the unit moves to develop a Ph.D. program in strategic communication. He is internationally known in the field of communication. He is the recipient of funding from federal agencies, and is currently co-investigator on a grant from the United States Department of Agriculture that totals more than \$1.1 million. Dr. Spence has an impressive publication record and has presented at a substantial number of national and international conferences. The Nicholson School of Communication and the College of Sciences support the recommendation for tenure with hire.

***Mr. Michael Wainstein, Professor***

**College of Humanities, School of Performing Arts**

Mr. Michael Wainstein earned his Master of Fine Arts degree in drama and directing from the University of Cincinnati College Conservatory of Music, with additional studies in arts administration. He comes to UCF from the Savannah College of Art and Design, where he was professor and chair of the Department of Performing Arts. Mr. Wainstein has taught at the graduate and undergraduate levels. He has a record of effective grant-writing and fundraising for the arts, having served as a producer and artistic director of professional theatre companies. Mr. Wainstein will lead the School of Performing Arts as director. The combination of his experience as leader of an academic unit, teacher, and fundraiser for the arts gives him the qualifications needed for this important leadership role. The School of Performing Arts and College of Arts and Humanities support the recommendation for tenure with hire.

***Dr. Nan Yu, Associate Professor***

**College of Sciences, Nicholson School of Communication**

Dr. Nan Yu received her Ph.D. in mass communication from Pennsylvania State University. She comes to UCF from North Dakota State University, where she was a tenured associate professor in the Department of Communication. Dr. Yu will help the Nicholson School of Communication build a better research and graduate profile as the unit moves to develop a Ph.D. in strategic communication. Dr. Yu has taught a number of graduate and undergraduate courses and has served on multiple Ph.D. and Master's committees as both committee chair and member. Her research interests include health communication, strategic communication, and new media research. She has published a number of refereed journal articles in her field, and has co-authored five book chapters. The Nicholson School of Communication and the College of Sciences support the recommendation for tenure with hire.

**ITEM: EP-4**

**EDUCATIONAL PROGRAMS COMMITTEE**  
University of Central Florida

**SUBJECT:** Performance-based Funding - Metric 10 Selection

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approval of three replacement options

**BACKGROUND INFORMATION**

Florida's Performance Based Funding model includes a Board of Trustees Choice Metric – Metric 10. The Board of Governors has requested an updated consideration of this metric under the following guidelines:

1. Each Board of Trustees should submit three metrics. One of the three metrics can be the current metric. The three metrics should be prioritized in order of preference.
2. The Board of Trustees should propose benchmarks for excellence, on a scale of 1-10, for each of the three metrics. The excellence benchmarks should be established so that in the first year of implementation, the university will receive no more than seven (7) points.
3. The Board of Trustees should propose benchmarks for improvement, on a scale of 1-10, for each of the three metrics.

Updated Board of Trustees Choice Metric will be considered at the October 3 Budget and Finance Committee meeting of the Board of Governors.

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**Supporting documentation:** Attachment A: Metric 10 Replacement Options

**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

University of Central Florida  
Metric 10 Replacement Options

Metric: Percent of Bachelor's Degrees Awarded to African-American & Hispanic Students																																			
Excellence:	28.0	29.0	30.0	31.0	32.0	33.0	34.0	35.0	36.0	37.0																									
Score:	1	2	3	4	5	6	7	8	9	10																									
	<table border="1"> <thead> <tr> <th></th> <th colspan="4">Historic</th> <th>Current</th> <th>Projection</th> </tr> <tr> <th>Year</th> <th>2011-12</th> <th>2012-13</th> <th>2013-14</th> <th>2014-15</th> <th>2015-16</th> <th>2016-17</th> </tr> </thead> <tbody> <tr> <td>Value</td> <td>26.0</td> <td>28.0</td> <td>30.0</td> <td>31.0</td> <td>33.0</td> <td>34.7</td> </tr> <tr> <td>Score</td> <td>0</td> <td>1</td> <td>3</td> <td>4</td> <td>6</td> <td>7</td> </tr> </tbody> </table>						Historic				Current	Projection	Year	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	Value	26.0	28.0	30.0	31.0	33.0	34.7	Score	0	1	3	4	6	7	<b>Improvement: 1 point every 0.5% increase</b>	
	Historic				Current	Projection																													
Year	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17																													
Value	26.0	28.0	30.0	31.0	33.0	34.7																													
Score	0	1	3	4	6	7																													

Metric: Percent of Undergraduate FTE in Online Courses																																			
Excellence:	26.0	27.0	28.0	29.0	30.0	31.0	32.0	33.0	34.0	35.0																									
Score:	1	2	3	4	5	6	7	8	9	10																									
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	Historic				Current	Projection																													
Year	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17																													
Value	25.0	27.0	28.0	30.0	31.0	32.7																													
Score	0	2	3	5	6	7																													

Metric: Bachelor's Degrees Awarded Annually																																			
Excellence:	12,000	12,150	12,300	12,450	12,600	12,750	12,900	13,050	13,200	13,350																									
Score:	1	2	3	4	5	6	7	8	9	10																									
	<table border="1"> <thead> <tr> <th></th> <th colspan="4">Historic</th> <th>Current</th> <th>Projection</th> </tr> <tr> <th>Year</th> <th>2011-12</th> <th>2012-13</th> <th>2013-14</th> <th>2014-15</th> <th>2015-16</th> <th>2016-17</th> </tr> </thead> <tbody> <tr> <td>Value</td> <td>11,515</td> <td>12,321</td> <td>12,372</td> <td>12,629</td> <td>12,832</td> <td>13,025</td> </tr> <tr> <td>Score</td> <td>0</td> <td>3</td> <td>3</td> <td>5</td> <td>6</td> <td>7</td> </tr> </tbody> </table>						Historic				Current	Projection	Year	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	Value	11,515	12,321	12,372	12,629	12,832	13,025	Score	0	3	3	5	6	7	<b>Improvement: 1 point every 25 degree increase</b>	
	Historic				Current	Projection																													
Year	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17																													
Value	11,515	12,321	12,372	12,629	12,832	13,025																													
Score	0	3	3	5	6	7																													

ITEM: EP- 5

**EDUCATIONAL PROGRAMS COMMITTEE**  
University of Central Florida

**SUBJECT: Amendment to Chapter 5 University Regulations**

**DATE: July 20, 2017**

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**PROPOSED BOARD ACTION**

Approve amendment to University Regulations relating to student conduct rules, student organization conduct rules, review proceedings for violations of the conduct rules by students or student organizations, student academic behavior standards, and student academic appeals.

**BACKGROUND INFORMATION**

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.” Each University is tasked with adopting rules of conduct and a conduct review procedure for its students.

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**Supporting documentation:** Proposed Amended Regulations:

Attachment A: UCF-5.006	Student Rights and Responsibilities
Attachment B: UCF-5.007	Office of Student Conduct; Scope; Definitions; Student Conduct Records; Special Student Panels
Attachment C: UCF-5.008	Rules of Conduct
Attachment D: UCF-5.009	Student Conduct Review Process; Sanctions
Attachment E: UCF-5.010	Student Conduct Appeals
Attachment F: UCF-5.011	Scope; Authority; Principles of Group Responsibility; Violations of Law and Rule of Conduct Violations; Definitions; Student Organizational Conduct Records
Attachment G: UCF 5.012	Organizational Rules of Conduct
Attachment H: UCF-5.013	Organizational Conduct Review Process; Sanctions; Appeals
Attachment I: UCF-5.015	Student Academic Behavior Standards
Attachment J: UCF-5.016	Student Academic Appeals
Attachment K: UCF-5.017	Appeals of Graduate Program Actions or Decisions

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

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

Attachment A

**UCF-5.006 Student Rights and Responsibilities**

**(1) Student Rights.** Upon enrollment, students are entitled to the following freedoms and rights, provided the exercise thereof is accomplished in accordance with University procedures and does not result in disruption or disturbance as elsewhere described in the Regulations.

- (a) Participation in Student Government Association and its elective process.
- (b) Membership in Registered Student Organizations.
- (c) Freedom of expression. The basic freedoms of students to hear, write, distribute, and act upon a variety of thoughts and beliefs are guaranteed. Freedom of expression carries with it the responsibility for seeing that the essential order of the University is preserved.
- (d) Freedom to hold public forums. The University desires to create a spirit of free inquiry and to promote the timely discussion of a wide variety of issues, provided the views expressed are stated openly and are subject to critical evaluation. Restraints on free inquiry are held to a minimum and are consistent with preserving an organized society in which peaceful, democratic means for change are available. Guest lecturers or off-campus speakers sponsored by student groups may appear on the UCF campus following arrangements with the designated University authority for such appearances.
- (e) Freedom to hear, write, distribute, and act upon a variety of thoughts and beliefs.

This freedom is subject to the following regulations:

- 1. Written materials identified by authorship and sponsorship may be sold or distributed on campus within the guidelines of propriety and responsible journalism ~~as established and supervised by the University Board of Publications which is appointed by the President or designee~~. The distribution of such material, as is arranged by the Director of Office of Student Involvement, is permissible for registered student organizations provided steps have been taken to preserve the orderliness of the campus.
- 2. Solicitation, whether printed materials or otherwise, on campus is prohibited except as provided in University Regulation UCF-4.010.~~Non-university or off-campus printed materials shall not be distributed or circulated by students or student organizations without first being stamped by the office of the Director of the Office of Student Involvement.~~

3. The distribution of materials or circulation of petitions to captive audiences such as those in classrooms, at registration, in study areas or in residential units is not allowed without prior permission. Such permission may be requested from the appropriate university official.
- (f) Peaceful assembly. Student gatherings must neither disrupt or interfere with the orderly educational operation of the institution, nor violate state or local laws, or University regulations.
  - (g) Fair and impartial hearing. These matters shall include, but not be limited to:
    1. Disciplinary proceedings involving an alleged violation of academic and nonacademic ~~regulations~~rules.
    2. Refunds and charges. The status of a student charged with a violation of University ~~regulations~~rules shall not be affected pending final disposition of the charges except in the case of administrative action (also known as an interim action). For specific procedures and rights of students during the ~~s~~Student ~~e~~Conduct ~~Review~~ Process, see later section entitled “Student Conduct Review Process.”
  - (h) Confidentiality of student records. Each University office and agency which generates, collects, and disseminates information on students must follow the guidelines for confidentiality of those records in their possession. For further information see “Student Record Guidelines.”

**(2) Student Responsibilities.** A student at the University is deemed to have given his or her consent to the policies of the University and the Florida Board of Governors and to the laws of the State of Florida. Each student is responsible for reviewing the rules and regulations of the University and for abiding by them.

**(3) Definitions.**

- (a) The term “Academic Integrity Panel” is comprised of one faculty and one staff/faculty member and two students selected from the Student Conduct Board. Members of this panel will receive annual training on how to conduct an investigation related to academic misconduct.
- (b) The term “Advisor” or “Support Person” refers to any individual who provides support, guidance or advice to a party involved in a Title IX investigation or Student Conduct Review Process. The Advisor or Support Person of the involved

party's choice may assist and/or accompany the party throughout the investigative process and Student Conduct Review Process. This person shall not speak for, or present the information on behalf of the party who requested the Advisor or Support Person's attendance.

- (c) The term "Clery Act" refers to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The Clery Act is a federal law that requires institutions of higher education to provide current and prospective students and employees, the public, and the federal government with crime statistics and information about campus crime prevention programs and policies. Among other crimes, the Clery Act requires that colleges and universities report forcible sex offenses including sexual assault and rape. The Clery Act was amended by the Violence Against Women Reauthorization Act of 2013.
- (d) The term "Community ReEngagement and Educational Development (CREED) Program" is a committee composed of an equal number of faculty/staff and students appointed by the Director of the Office of Student Conduct to review the disciplinary probation status of a student.
- (e) The term "Complainant" refers to anyone who discloses having been subjected to sex discrimination, which includes sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity in the commission of any act prohibited by the Rules of Conduct section UCF-5.008(5) or the Organizational Rules of Conduct section UCF-5.012(5), regardless of whether that person makes a report or seeks action under that policy.
- (f) The term "Continuously Enrolled" is defined as being enrolled in classes without a break of two or more consecutive regular semesters/terms (i.e., Fall and Spring, or Spring, Summer, and Fall).
- (g) The term "Deputy Title IX Coordinator" is defined as a university employee who is responsible for assisting with the coordination of the University's efforts to comply with and carry out its responsibilities under Title IX. UCF's Deputy Title IX Coordinators are Dana Juntunen and Brandi Stuart.
- (h) The term "Director of the OSC" refers to the Director of the Office of Student Conduct.

- (i) The term “Executive Director of the OSRR” refers to the Executive Director of the Office of Student Rights and Responsibilities.
- (j) The term “Hold” refers to a service indicator placed on a student’s record that includes but is not limited to: prevent modification to registration; access to transcripts; and re-enrollment following a separation from the University
- (k) The term “Off Campus” refers to any location not defined as University premises.
- (l) The term “Overlay” refers to a notification on a student’s university transcript that states the student is not in good standing.
- (m) The term “Preponderance of Evidence” means that evidence, considered as a whole, shows that the fact sought to be proved is more probable than not. This is the standard used in adjudicating all disciplinary cases within the Student Conduct Review Process.
- (n) The term “Record Sealing” refers to when a student’s disciplinary record cannot be examined except by a court order or designated officials.
- (o) The term “Relevant Information” means information that has been shown to directly support the position of a party throughout the University’s investigative process or Student Conduct Review Process.
- (p) The term “Respondent” refers to any student or registered student organization who has been accused of sex discrimination, which includes sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity as defined in Rules of Conduct section UCF-5.008(5) or the Organizational Rules of Conduct section UCF-5.012(5).
- (q) The term “Responsible Employee” is defined as any employee, and Direct Support Organization non-student employee, who is not a confidential employee as defined in the University’s *Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy*. Responsible Employees include (but are not necessarily limited to) Faculty (full-time and part-time), Staff (full-time and part-time), Resident Assistants, and graduate students with classroom responsibilities. Responsible employees also include those employees identified as Campus Security Authorities (CSAs). The University reserves the right to designate other individuals involved in university-sponsored/related activities as Responsible Employees on a case-by-case basis.

- (r) The term “Sanction” refers to outcome(s) imposed on students and registered student organizations found in violation of any Rules of Conduct or Organizational Rules of Conduct.
- (s) The term “Sex Discrimination” refers to any unlawful distinction, preference or detriment to an individual that is based upon an individual’s sex that: (1) excludes an individual from participation in; (2) denies the individual the benefits of; (3) treats the individual differently with regards to; or (4) otherwise adversely affects a term or condition of an individual’s employment, education, living environment, or participation in a university program or activity. Sex discrimination includes sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity.
- (t) The term “Student” means any person enrolled in one or more classes at the University, either full time or part time, study abroad student, online students, students pursuing undergraduate, graduate or professional studies, either degree seeking or non-degree seeking. Persons who withdraw after allegedly violating the Rules of Conduct, or who are not officially enrolled for a particular academic term but who have a continuing relationship with the University are also “students.” Individuals who have been accepted for admission and have paid an enrollment deposit are considered “students” for limited purposes (including the Student Conduct Review Process).
- (u) The term “Student Conduct Board” means any person or persons authorized by the Director of the OSC or designee to gather information and make proposed findings regarding whether a student or registered student organization has violated the Rules of Conduct or Organizational Rules of Conduct and to propose sanctions that may be imposed.
- (v) The term “Title IX” refers to the Title IX of the Education Amendments of 1972 which is a federal law that protects people from discrimination based on sex in education programs or activities which receive Federal financial assistance. Title IX states that: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial

- assistance”. Title IX’s sex discrimination prohibition protects against sexual harassment and sexual violence and extends to claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity, pregnancy or parental status.
- (w) The “Title IX Coordinator” is defined as a university employee who is responsible for coordinating the University’s efforts to comply with and carry out its responsibilities under Title IX. UCF’s Title IX Coordinator is Dawn Welkie.
- (x) The term “University” means the University of Central Florida.
- (y) The term “University Community” refers, collectively and individually, to students, University officials, Trustees, and all visitors, contractors, and guests to the University or any of its campuses, facilities or events.
- (z) The term “University Official” includes any person employed by the University (i.e. faculty, staff, administration, and residence hall staff) acting within the scope of their job duties.
- (aa) The term “University Premises” includes all land, buildings, facilities, and other properties in the possession of or owned, used, controlled by the University, or its direct support organizations.
- (bb) The term “VAWA” refers to the Violence Against Women Reauthorization Act of 2013, which amended the Violence Against Women Act and the Clery Act to provide new requirements for schools to prevent and respond to sexual violence, relationship violence and stalking. Some of these requirements include providing primary prevention education and awareness programs for all incoming students and employees; collecting statistics on relationship violence and stalking, in addition to current requirements to collect sexual assault statistics; issuing Complainants a written notice of their rights; and adopting grievance policies that are prompt, fair, and impartial as well as administered by trained officials.
- (cc) The term “VP of SDES” refers to the Vice President of Student Development and Enrollment Services.
- (dd) The term “Witness” refers to any person who directly observed an incident or has direct or indirect knowledge related to an incident

**(43) Smoking.** While on UCF property, students will uphold the smoke-free campus policy (<http://smokefree.sdes.ucf.edu/>) to ensure a healthy and clean environment for everyone. Smoking of any kind is prohibited in all facilities and areas of the UCF campus.

**(54) Medical Emergencies.** The University of Central Florida highly encourages students and registered student organizations to call for medical assistance whenever an individual experiences severe intoxication/impairment or serious injury after consuming alcohol and/or drugs. Students and registered student organizations may be reluctant to call for help for themselves or others due to potential involvement from the UCF Police Department or the Office of Student Conduct. Due to the serious or life-threatening nature of these medical emergencies, the University of Central Florida urges students to contact emergency medical services or the UCF ~~P~~Police ~~d~~Department if alcohol-related and/or drug-related medical emergencies arise. The ~~U~~University's primary goal is to create a safe environment for its students. Procedures and expectations regarding these incidents have been outlined in the Office of Student Conduct Rules of Conduct Controlled Substance and Drug Violations and Alcoholic Beverages section and the Organizational Rules of Conduct section.

**(65) Student Care Services.** In order to provide comprehensive and consistent care for students experiencing academic, financial or personal challenges, Student Care Services (SCS), under Student Rights and Responsibilities provides support to students identified as needing additional on-campus or off-campus resources. Care Managers for Student Care Services review referrals from students, faculty, staff and or other parties ~~UCF community members~~ who are concerned about behavior exhibited by a student. The goal of Student Care Services is to intervene and support the student before a situation reaches crisis level.

- (a) Care Managers will reach out to the student to assess what resources would be beneficial and collaboratively develop an action plan to reduce obstacles affecting success at UCF. Care Managers will assist the student in coordinating with campus resources currently being utilized and ~~then~~ will work with the student to monitor progress. Depending upon the circumstances, the referring person may receive feedback about the student's action plan.
- (b) In order to support student success, Care Managers may utilize additional campus resources to assist the student. This may include collaboration with the Student of

Concern Team (SOC-~~Team~~), a multidisciplinary group that reviews potential concerns presented by the UCF community regarding student behavior. The SOCT ~~Team~~ offers additional knowledge of university resources and procedures and may make further recommendations regarding action plan items for student success. Students of concern are presented to the team at the discretion of ~~Student Care Services~~ or the ~~Office Director~~ of Student Rights and Responsibilities and/or Student Care Services.

- (c) Care Managers have additional campus support systems in place to assess students engaging in behavior that may pose a risk to themselves or others. This includes but is not limited to the University Crisis Team, Mandated Assessment Procedure, and Involuntary Withdrawal Procedure.

**(76) University Crisis Team.** The University may refer students who are viewed to be engaging in behavior(s) that poses risks to themselves or others to the University Crisis Team for possible action. Such behaviors include, but are not limited to: suicidal behavior, self-injury, threats to harm others, disruptive behavior, disordered eating, and endangerment to the community.

- (a) The Executive Director of OSRR or designee will convene the team members in order to review each case and decide on the best course of action. The ~~Crisis Team~~ is comprised/composed of the following persons and/or their designee(s): Student Health Services Executive Director, Counseling and Psychological Services Director, ~~Chief of~~ UCF Police Department Chief, ~~Director of the~~ Office of Student Rights and Responsibilities Executive Director, Student Care Services Associate/Assistant Director, Office of Student Conduct Director, Associate Dean for Academic Services, and the Director of Housing and Residence Life Director, Deputy General Counsel, and Student Development and Enrollment Services Associate VP and Dean of Students.
- (b) Various campus units may enlist the services of the ~~T~~team. These include but are not limited to ~~Housing and Residence Life, Student Health Services,~~ Student Accessibility Services, ~~Counseling and Psychological Services,~~ Recreation and Wellness Center, Wellness and Health Promotion Services, Office of Fraternity and Sorority Life, Athletics, Alcohol and Other Drug Intervention Services, Undergraduate Studies, and Graduate Studies ~~University Police, and the Office of~~

~~Student Conduct. In the event that a student's behavior raises concern about risk of danger to others, the involved unit will contact the Director of OSRR or designee. The Director of OSRR or designee will then contact Crisis Team members to convene a meeting in order to review the case and decide on the best course of action.~~

- (c) The role of the Student Health Services Executive Director and the Counseling and Psychological Services Director on the Crisis Team will be consultative in nature. When possible, the Student Health Services Executive Director and the Counseling and Psychological Services Director will not confer on a case for which they are (or have been) serving in a direct provider relationship with the involved student. When the involved student has been a client at UCF Counseling and Psychological Services, the Counseling and Psychological Services Director or designee will maintain the confidentiality of the student's clinical information and will make recommendations for action based solely upon the information provided in the meeting or as guided by clinical and licensure best practices.

**(87) Mandated Assessment Procedure.** This University procedure is established for behaviors or actions that result in hospitalization from imminent danger to self or others via the Baker Act (F.S. 394.463) or Marchman Act (Chapter 397, Florida Statutes), significant acts or threats of violence to others, chronic eating disorders, dramatic and/or expansive displays of self-mutilation, behaviors that are significantly disruptive to the UCF community and /or diminish the ability of a student to care for oneself. Whenever the UCF Police provide transportation of a UCF student to the hospital for involuntary examination, the police will file a report with the OSRR. In addition, anyone may also file reports about students of concern with Student Care Services.

- (a) Once a report is received regarding a UCF student hospitalization via the Baker Act or the Marchman Act, ~~the Assistant Director of~~ Student Care Services ~~or designee~~ may notify and consult with designated representatives of UCF Counseling and Psychological Services or Student Health Services and/or the University Crisis Team to review the severity of the student's behavior for potential of continued risk to the campus community. A determination will be made whether a mandated assessment and/or physical assessment is needed to help the student in their specific situation or whether some other more stringent,

protective action is appropriate to protect both the welfare of the student and the community. The mandated assessment session(s) may be used to evaluate the student's risk of harm to self or others, and to take appropriate actions to ensure the safety of the student or others if risk is present. In addition, the mandated assessment session(s) are designed to assist students in developing a safety and/or well-being plan and provide students with educational resources. A member of Student Care Services will contact the student in a timely manner and require an initial meeting between a Student Care Services~~an OSRR~~ representative and the student to inform the student of their rights and responsibilities regarding the incident.

- (b) All students identified as threatening self-harm or having attempted suicide must complete a mandated assessment with a licensed mental health professional and/or a physical assessment with a licensed medical provider. Examples of a licensed mental health professional include a ~~UCF~~ Student Health Services psychiatrist, a ~~UCF~~ Counseling and Psychological Services clinician, or a community based licensed mental health professional~~counselor~~ or licensed psychiatrist of the student's choice. Before the mandated assessment is conducted, ~~the Assistant Director of~~ Student Care Services or designee will first attempt to obtain an *Authorization to Release/Exchange Confidential Information form* from the student to provide the licensed mental health professional and/or licensed ~~psychiatrist~~medical health professional conducting the assessment with background information relevant to the reason for the mandated assessment. ~~The Director of OSRR or designee~~Student Care Services will require proof of participation for the mandated assessment with a licensed mental health professional and/or proof of a physical assessment with an appropriate medical provider. The student must meet with Student Care Services within ~~two weeksten~~ (10) business days) following release to complete a follow up appointment. Student must provide proof of assessment within ~~four weekstweny~~ (20) business days) following release or prior to return to the university (in the event a student withdraws for the remainder of the semester or is placed on Medical Withdrawal). Failure to comply may result in disciplinary action or the convening of the

University Crisis Team ~~to consider the initiation of the Involuntary Withdrawal Procedure.~~

- (c) In cases where more protective action is needed based on more severe behavior/conduct (e.g., behavior endangering others, threats to harm others, behavior significantly disruptive to the UCF community), the Executive Director of OSRR or designee may initiate one or both of the following:
1. Interim Suspension followed by initiating the Student Conduct Review ~~p~~Process;
  2. Convening of the University Crisis Team to consider the initiation of the Involuntary Withdrawal Procedure.

**(98) Involuntary Withdrawal Procedure.** A student who poses a serious danger of imminent or serious physical harm at the University may be involuntarily withdrawn from the University by the Executive Director of OSRR or designee upon appropriate notification and consultation from the University Crisis Team and the Associate Vice President & Dean of Students of SDES or designee.

- (a) This notification is received in the form of an incident report to the Office of Student Rights & Responsibilities, or a psychiatric evaluation filed with the UCF Police Department. The student will be withdrawn if the Executive Director of OSRR or designee concludes, on the basis of preponderance of evidence that the student engages or threatens to engage in behavior that may:
1. Pose a significant danger of causing harm;
  2. Cause significant property damage or interferes with the educational environment of others at the university; or
  3. Demonstrates an inability to care for his/her daily physical or mental wellbeing without assistance and has failed to secure such assistance.
- (b) The Executive Director of OSRR or designee reserves the right to impose an immediate and interim withdrawal (the equivalent of an interim suspension), prior to the review of all information, if the Executive Director of OSRR or designee concludes that the student poses a threat to the welfare of any individual, the student body, or any part of the University or its community. In such cases, there will be a scheduling of a hearing within three (3) business days to determine the status of interim withdrawal. At this hearing, the student shall be offered an

opportunity to provide documentation from an appropriate healthcare provider of their choice who has conducted a proper assessment.

- (c) The Executive Director of OSRR or designee will call a meeting of the University Crisis Team at the earliest possible date. The student may be present at this meeting and may present information in support of his/her case. Following the student's presentation, the team shall convene in executive session. At the conclusion of this ~~meetingproceeding~~, the team shall make a recommendation to the Executive Director of OSRR or designee whether to withdraw the student, reinstate the student, or reinstate the student with conditions.
- (d) The Executive Director of OSRR or designee will make a final decision regarding the student's enrollment status and notify the student in writing within 24 hours of the Crisis Team's recommendation.
- (e) A student subject to involuntary withdrawal is entitled to the following:
  1. Notice of intent to remove the student pursuant to this policy stating the reasons for the action.
  2. The opportunity to examine the psychiatric or other evaluations provided to the ~~Crisis Teamecommittee~~ and to discuss them.
  3. The opportunity to present relevant information for consideration of his/her case personally, or by a licensed mental health professional working with that student, if the student is not capable of self-representation.
  4. The opportunity to have an advisor of the student's own choice accompany the student.
  5. The right to appeal.
- (f) In the event a student disagrees with the decision of the Executive Director of OSRR or designee, the student may appeal the ~~decisionfinding~~. The appeal must be made in writing to the Vice President for SDES, or designee, within three (3) business days after the date of the notification to the student of the decision. The Vice President of SDES or designee, shall, within three (3) business days, sustain the initial decision or remand the case to the Crisis ~~TeamCommittee~~ for re-consideration. The Vice President's decision will be considered final agency action.

- (g) Upon being withdrawn, the student may no longer enroll in classes, may not be an active member of a registered ~~S~~student ~~O~~organization, may no longer use University facilities, must vacate University owned housing, may no longer be permitted on University property, may not be employed by UCF, and may be entitled to whatever refunds of tuition, fees, and room and board charges as would be appropriate given the timing of the withdrawal.
- (h) Students who are involuntarily withdrawn from the University shall have a hold placed on their records, which will prevent them from being readmitted or reenrolled at the institution except as stated in this paragraph. A student may request readmission or reenrollment at the University and provide the Executive Director of OSRR or designee with documentation from an appropriate healthcare provider of their choice who has conducted a proper assessment of the student and concluded that the student does not pose a serious threat to others. In cases where the Executive Director of OSRR or designee has imposed other conditions for readmission, it is the responsibility of the student to provide documentation of compliance with such conditions.
- (i) A student who is not involuntarily withdrawn may be subject to conditions to continue enrollment at the University. In such cases, the student will be provided with a written summary of conditions and must meet all conditions in order to maintain student status. A student who fails to meet such conditions ~~may will~~ be subject to involuntary withdrawal by the Executive Director of the Office of Student Rights & Responsibilities or designee, or ~~may will~~ be subject to charges through the University's Student Conduct Review Process for failure to comply.
- (j) The current medical withdrawal process should not be used to handle withdrawals related to mental health issues where an imminent threat to the community is evident or a violation of the Rules of Conduct has allegedly occurred. However, a student could choose to pursue a medical withdrawal within six (6) months of the end of the semester. As a general principle, the regular Student Conduct Review Process and its policies and practices are preferred in serious instances of misconduct, without regard to whether there might be mental health issues present. The procedures and specifications given in this regulation are to be employed in those extraordinary situations in which, in the judgment of the

appropriate administrative officers, the regular Student Conduct Review Process is not applicable or cannot be applied.

**(109) Title IX Policy, and Procedure, ~~and Resources.~~**

- (a) Federal law, specifically Title IX of the Education Amendments of 1972 (Title IX), prohibits discrimination on the basis of sex in education programs or activities. Title IX prohibits sex discrimination against students, staff and faculty— which includes acts of sexual misconduct, stalking and relationship violence. Title IX also prohibits retaliation for making a good faith report of sex discrimination or participating in or being a party to any proceeding involving sexual misconduct and/or interpersonal violence. A closely related federal law, Section 304 of the Violence Against Women Act (“Campus SaVE Act”), requires universities to increase transparency about the scope of sex-related violence on campus, guarantee victims enhanced rights, provide for standards in institutional conduct proceedings, and provide campus wide prevention education and awareness programming.
- (ba) The University of Central Florida is committed to fostering an environment in which all members of our campus community are safe, secure, and free from sex discrimination, including sexual misconduct, stalking, and ~~or interpersonal relationship~~ violence listed and defined in the Rules of Conduct (UCF-5.008) and Organizational Rules of Conduct (UCF-5.008 and UCF-5.012).
- (b) Our community expects that all interpersonal relationships and interactions – especially those of an intimate nature – be grounded upon mutual respect and open communication. When learning of conduct or behavior that may not meet these standards, community members are expected take an active role in promoting the inherent dignity of all individuals.
- ~~(c) Federal law, specifically Title IX of the Education Amendments of 1972 (Title IX), prohibits discrimination on the basis of sex in education programs or activities. Title IX prohibits sex discrimination against students, staff members, and faculty members – which includes acts of sexual misconduct and/or interpersonal violence. Title IX also prohibits retaliation for asserting or otherwise participating in claims of sex discrimination. A closely related federal law, Section 304 of the Violence against Women Act, requires universities to increase~~

~~transparency about the scope of sex-related violence on campus, guarantee victims enhanced rights, provide for standards in institutional conduct proceedings, and provide campus community wide prevention education and awareness programming.~~

- (cd) The ~~U~~niversity ~~of Central Florida~~ encourages any faculty, staff, student or non-student who thinks that he or she has been subjected to sex ~~discrimination~~ and/or interpersonal violence or retaliation by another student, member of the faculty or staff, or ~~third party affiliated with the University~~ campus visitor or contractor, to immediately report the incident to the Office of Institutional Equity.
- (de) ~~The University~~ UCF strives to promote the safety and well-being of all students and employees. This information is applicable to students and employees regardless of their sexual orientation, gender identity, or gender expression.
- (ef) Rights of the Complainant and the Respondent. Any individual (“Complainant”) who discloses having been subjected to sex discrimination, including sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity, and any individual or registered student organization (“Respondent”) who has been accused of sex discrimination, including sexual assault/misconduct, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, retaliation, or complicity. A student or student organization accused of sexual misconduct and/or interpersonal violence (“Respondent”) and a student alleging sexual misconduct and/or interpersonal violence (“Complainant”) are afforded the following rights throughout the ~~university’s Title IX~~ investigative ~~ion~~ process and the student conduct review process. These rights ~~to~~ provide a fair process for both parties while also ensuring Complainant’s protections under Title IX and the Campus SaVE Act. These rights are in addition to the rights afforded in the student conduct review procedures outlined in UCF-5.009 (students) and UCF-5.013 (student organizations). Complainant and Respondent rights include the following.
1. Both the Complainant and Respondent are permitted to have an advisor or support person accompany them throughout the ~~university’s Title IX~~

investigative process and student conduct review process. ~~This person may act as a support person or advisor.~~ This person will not represent the Complainant or Respondent, address witnesses, investigator(s), the hearing body, any other party, or otherwise directly participate throughout the ~~university's Title IX~~ investigative process and/or student conduct review process. In addition, if the selected person is a witness, the person cannot be an advisor or support person. ~~a support person or advisor is unable to serve as a witness at any point.~~

2. Both the Complainant and the Respondent have the right to remedial and interim protective measures and shall be notified of available assistance at the University.
3. Both the Complainant and Respondent will have equal opportunity to present relevant parties and other information during the investigative process and during a formal hearing. Prior to the initiation of the student conduct review process, the investigator has the discretion to determine the relevance of any proffered evidence and to include or exclude certain types of evidence. In general, the investigator will not consider statements of personal opinion, rather than direct observations or reasonable inference from the facts, or statements as to any party's general reputation for any character trait. ~~Both the Complainant and Respondent will be afforded similar and timely access to any information that will be used during the Student Conduct Review Process.~~
4. If the investigative process results in a recommendation to initiate the student conduct review process, both the Complainant and Respondent will receive notice to attend a preliminary conference meeting with the Office of Student Conduct and be informed of the available resolution options in the student conduct review process.
5. During the Student Conduct Review Process, both the Complainant and Respondent shall be informed of the Administrative Hearing Officer assigned to the case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification.

64. Both the Complainant and Respondent will be afforded similar and timely access to any information made available through the investigative process and/or that will be used during the student conduct review process. ~~Both the Complainant and Respondent will receive notice to attend a preliminary conference meeting with the Office of Student Conduct and be informed of the available resolution options in the Student Conduct Review Process.~~
- ~~5.~~ ~~Both the Complainant and Respondent may submit a list of proposed questions related to the alleged incident, to be asked during the hearing process. The relevancy of proposed questions will be determined by the conduct officer or hearing body.~~
7. If the matter proceeds to a formal hearing, both the Complainant and Respondent may submit a list of proposed questions related to the alleged incident to be asked during the formal hearing. The relevancy of proposed questions will be determined by the conduct officer or hearing body. During a formal hearing, all questions shall be asked through the hearing body. Both Complainant and Respondent should not be questioned directly by one another.
86. Both the Complainant and Respondent will have equal opportunity to present relevant ~~witnesses~~parties and other information during the ~~Title IX~~ investigative process and a formal hearing~~the student conduct review process~~. ~~The r~~Relevancy and timeliness of proposed questions will be determined by the investigator(s), conduct officer or formal hearing body.
97. ~~Both~~ The Complainant and Respondent may not have irrelevant past conduct, including sexual history, discussed during the formal hearing. The issue of relevancy shall be determined by the investigator, conduct officer or the hearing body.
108. Both the Complainant and the Respondent will be provided access to participate, during ~~in~~ the entire formal hearing in person, via videoconference, by telephone, or by other means available.

- ~~9. Both, the Complainant and Respondent should not be questioned directly by one another during the Student Conduct Review Process. All questions shall be asked through the hearing body.~~
- ~~110. Where there is a proposed finding of responsibility on one or more of the allegations as a result of formal hearing, both the Complainant and the Respondent may submit a statement to the Office of Student Conduct for consideration by the hearing body in recommending appropriate sanction(s). The Complainant may submit a written statement describing the impact of the Prohibited Conduct on the Complainant and expressing a preference about the sanction(s) to be imposed. The Respondent may submit a written statement explaining any factors that the Respondent believes should mitigate or otherwise be considered in determining the sanction(s) imposed. The Office of Student Conduct will ensure that each of the parties has a reasonable opportunity to review any statement submitted by the other party. The timeframe for submitting such statements shall not exceed five (5) business days from the date of the formal hearing. The Complainant may submit an “impact statement” and suggest an appropriate disciplinary sanction: warning, probation, suspension, or expulsion. See UCF 5.009(5) for more information regarding disciplinary sanctions for students, and section UCF 5.013(5) for more information regarding student organization disciplinary sanctions to include appropriate compensations if the Respondent is found to have been in violation of the Rules of Conduct or Organizational Rules of Conduct.~~
- ~~124. Both the Complainant and Respondent will be informed, concurrently and in writing, of the outcome of the investigative process, the sStudent eConduct rReview pProcess, and the outcome of the appeal process, in accordance with federal guidelines. Notice of outcome sent to Complainant will include only the final determination with respect to the alleged offense and any sanction that is imposed against the Respondent, except that in cases not involving sexual violence, the Complainant will be notified of only those sanctions that directly relate to the Complainant.~~

132. Both the Complainant and the Respondent have the right to appeal the outcome of the Student Conduct Review Process on the basis outlined in the applicable Student Conduct Appeals section UCF-5.010 (individual student ~~and~~ UCF-5.013 (registered student organizations).
143. Both the Complainant and Respondent will be given periodic status updates throughout the ~~Title IX~~ investigative process and the ~~s~~Student ~~e~~Conduct ~~r~~Review ~~p~~Process.
- (g) Administrative hearing officers and panel members who hear cases of sex discrimination ~~sexual misconduct and/or interpersonal violence~~—(including ~~sexual assault~~, sexual harassment, sexual misconduct, stalking, and/or relationship violence), ~~and stalking (sex based)~~—receive annual training on how to conduct fair and impartial hearings for these types of cases.

*Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.003, New 6-18-09, Amended 7-19-12, 9-5-13, 11-24-14, 10-29-15, 7-28-16, \_\_\_\_\_-17.*

Attachment B

**UCF-5.007 Office of Student Conduct; Scope, ~~Definitions~~; Student Conduct Records**

(1) Scope

- (a) The Rules of Conduct shall apply to all undergraduate students, graduate students and students pursuing professional studies, including those attending its regional campuses and/or off campus instructional sites. The Rules of Conduct shall be deemed a part of the terms and conditions of admission and enrollment of all students. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida. The Rules of Conduct apply to student conduct and will not be used to impose discipline for the lawful expression of ideas. Specific restrictions on time and place of meetings and assemblies are found in other University regulations or policies.
- (b) These Rules of Conduct apply to all student conduct that occurs on University premises or online, ~~as defined below~~; or at activities officially approved by the University of Central Florida or which are sponsored or conducted by University groups and organizations, regardless of location.
- (c) Off-Campus Conduct. The University may take action against a student for off-campus conduct if the conduct is specifically prohibited by law or the Rules of Conduct; or if the conduct poses (or demonstrates that the student's continued presence on University premises poses) a danger to the health, safety or welfare of the University community; or if the conduct is disruptive to the orderly processes and functions of the University.
- (d) Failure to comply with duly established laws or University regulations may subject violator(s) to appropriate civil authorities.

(2) Authority

- (a) The Florida Board of Governors Regulation 6.0105 requires each university to establish a Student Disciplinary System, including a code of conduct, to apply to student disciplinary proceedings.
- (b) These regulations are designed to ensure fairness and due process in student disciplinary proceedings.

- (c) Generally, authority necessary to enforce the student conduct regulations is vested in the Vice President for Student Development and Enrollment Services or designee. Selected functions of this authority are shared with faculty, staff and students. Some functions of student conduct administration are assisted through review boards or committees.

(3) Violations of Law and Rule of Conduct Violations. A student who commits offenses against the laws of municipalities, states, or the United States, is subject to prosecution by those authorities and may be subject to disciplinary action under University rules when the conduct violates institutional standards. Student shall not be forced to present self-incriminating evidence; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The student conduct review process is not a criminal or judicial proceeding and is designed to address student behavior; therefore, alleged violations of the Rules of Conduct will be addressed independently of any penalty imposed by the courts for the criminal offense.

(4) Definitions

- ~~(a) The term “Academic Integrity Panel” is comprised of one faculty member and one staff/faculty member and two students selected from the Student Conduct Board. Members of this panel will receive training annual on how to conduct an investigation related to academic misconduct.~~
- ~~(b) The term “Advisor” or “Support Person” refers to the person of the student’s or organization’s choice who may assist and/or accompany the student or student organization throughout the student conduct review process. This person shall not speak for or present the case on behalf of the party who requested the Advisor/Support person’s attendance.~~
- ~~(c) The term “Clery Act” refers to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The Clery Act is a federal law that requires institutions of higher education to provide current and prospective students and employees, the public, and the Department with crime statistics and information about campus crime prevention programs and policies. Among other crimes, the Clery Act requires that colleges and universities report forcible sex~~

~~offenses including sexual assault and rape. The Clery Act was most recently amended by the Violence Against Women Reauthorization Act of 2013.~~

- ~~(d) The term “Community ReEngagement and Educational Development (CREED) Program” is a committee composed of an equal number of faculty/staff and students appointed by the Director of the OSC to review the disciplinary probation/suspension status of a student.~~
- ~~(e) The term “Complainant” refers to anyone who reports having been subject to sexual misconduct and/or interpersonal violence.~~
- ~~(f) The term “Continuously enrolled” is defined as being enrolled in classes without a break of two or more consecutive regular semesters/terms (i.e., Fall and Spring, or Spring, Summer, and Fall).~~
- ~~(g) The term “Director of the OSC” refers to the Director of the Office of Student Conduct.~~
- ~~(h) The Director of the OSRR refers to the Director of the Office of the Student Rights and Responsibilities.~~
- ~~(i) The term “Hold” refers to a service indicator placed on a student’s record.~~
- ~~(j) The term “Off campus” refers to any location not defined as University premises.~~
- ~~(k) The term “Overlay” refers to a notification on a student’s university transcript that states the student is not in good standing.~~
- ~~(l) The term “Preponderance of evidence” means that evidence, considered as a whole, shows that the fact sought to be proved is more probable than not. This is the standard used in adjudicating all disciplinary cases within the conduct review process.~~
- ~~(m) The term “Record Sealing” refers to when a student’s disciplinary record cannot be examined except by a court order or designated officials.~~
- ~~(n) The term “Relationship Abuse” is defined as physical harm or threat of physical harm, verbal or written abuse, intimidation, coercion, and/or other conduct that endangers the health, safety, or wellbeing of others, or which would place a reasonable person in fear of bodily injury or death, committed by a person upon an individual with whom the person is or has been in a romantic or intimate relationship.~~

- ~~(o) The term “Relevant Information” means information that has been shown to directly support the position of a party throughout the Title IX Investigative process or student conduct review process. An Office of Student Conduct or Office of Student Rights and Responsibilities staff member and/or Student Conduct Board member has the final authority to determine if the presented information is relevant to the case and should be presented during the hearing.~~
- ~~(p) The term “Respondent” refers to any student or student organization accused of sexual misconduct and/or interpersonal violence.~~
- ~~(q) The term “Responsible Employee” is defined as a university employee who has the authority to redress sexual misconduct and/or interpersonal violence the duty to report incidents of sexual misconduct and/or interpersonal violence, or is someone a student could reasonably believe has this authority or duty.~~
- ~~(r) The term “Sanction” refers to outcome(s) imposed on students or student organizations found in violation of any Rules of Conduct or Organizational Rules of Conduct of the University.~~
- ~~(s) The term “Student” means any person enrolled in one or more classes at the University, whether full time or part time, study abroad students, on-line students, students pursuing undergraduate, graduate or professional studies, either degree seeking or non-degree seeking. Persons who withdraw after allegedly violating the Rules of Conduct, or who are not officially enrolled for a particular academic term but who have a continuing relationship with the University, or who have been notified of their acceptance for admission are considered “students”.~~
- ~~(t) The term “Student Conduct Board” means any person or persons authorized by the Director of the OSC or designee to gather information and make proposed findings regarding whether a student has violated the Rules of Conduct and to propose sanctions that may be imposed. Board members are selected through an annual application and interview process with the exception of the justices from the Student Government Association Judicial Council. All Student Conduct Board members, including justices, receive training from the Office of Student Conduct. Student Conduct Board members who serve on hearings related to allegations of relationship violence, sexual assault, sex harassment, and stalking (sex-based) will~~

~~receive additional training annually. They will be trained on how to conduct a hearing process that protects the safety of all those involved and promotes accountability.~~

- ~~(u) The term "Title IX" refers to the Title IX of the Education Amendments of 1972 which is a federal law that protects people from discrimination based on sex in education programs or activities which receive Federal financial assistance. Title IX states that: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance". Title IX's sex discrimination prohibition protects against sexual harassment and sexual violence and extends to claims of discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity. Other examples of the types of discrimination that are covered under Title IX include the failure to provide equal opportunity in athletics; discrimination in a school's science, technology, engineering, and math (STEM) courses and programs; and discrimination based on pregnancy and parental status.~~
- ~~(v) The "Title IX Coordinator" is defined as a university employee who is responsible for coordinating the University's efforts to comply with and carry out its responsibilities under Title IX, which prohibits sex discrimination in all the operations of this College, as well as retaliation for the purpose of interfering with any right or privilege secured by Title IX.~~
- ~~(w) The term "Deputy Title IX Coordinator" is defined as a university employee who is responsible for overseeing complaints or allegations of sexual misconduct and/or interpersonal violence against students or student organizations under Title IX, which prohibits sex discrimination in all the operations of this college, as well as any interference with any right or privilege secured by Title IX.~~
- ~~(x) The term "University" means the University of Central Florida.~~
- ~~(y) The term "University community" refers, collectively and individually, to students, University officials, Trustees, and all visitors, contractors, and guests to the University or any of its campuses, facilities or events.~~

- ~~(z) The term “University official” includes any person employed by the University (i.e. faculty, staff, administration, and residence hall staff) acting within the scope of their job duties.~~
- ~~(aa) The term “University premises” includes all land, buildings, facilities, and other properties in the possession of or owned, used, or controlled by the University.~~
- ~~(bb) The term “VAWA” refers to the Violence Against Women Reauthorization Act of 2013, amended the Violence Against Women Act and the Clery Act to provide new requirements for schools to prevent and respond to sexual violence, domestic violence, dating violence, and stalking. Some of these requirements include providing primary prevention education and awareness programs for all incoming students and employees; collecting statistics on domestic violence, dating violence, and stalking in addition to current requirements to collect sexual assault statistics; issuing complainants a written notice of their rights; and adopting grievance policies that are prompt, fair, and impartial as well as administered by trained officials. The updates are sometimes referred to as Campus Sexual Violence Elimination Act or Campus SaVE Act.~~
- ~~(cc) The term “VP of SDES” refers to the Vice President of Student Development and Enrollment Services.~~
- ~~(dd) The term “Witness” refers to an individual who is in the proximity of an incident and viewed the actions of said incident or who has relevant information about a given incident or who has relevant information about a given incident or actions related to a specific incident.~~

(45) Student Conduct Records

- (a) Maintenance of Records. A student’s conduct case record will be maintained in the Office of Student Conduct and if applicable, the Office of Institutional Equity. The case record of a student found responsible for charge(s) against them, with sanctions less than disciplinary suspension, dismissal and/or expulsion, will generally be maintained in the Office of Student Conduct (and, if applicable, the Office of Institutional Equity) for seven years from the calendar year of record, after which they are destroyed. The case record of a student who has been placed

on ~~D~~isciplinary ~~S~~suspension, dismissal and/ or ~~E~~xpulsion will be permanently maintained as official records by the Office of Student Conduct.

- (b) Release of Records. The release of student disciplinary records will be governed by applicable federal and state laws regarding the privacy of educational records.
- (c) Sealing of Records: For information regarding sealing of records, please see UCF-5.010(4).

(6) Evaluation of Student Conduct Review Process. The Student Conduct Review Process will be evaluated periodically by the Golden Rule Review a-eCommittee,~~which shall be composed of students and staff members of the university.~~ All proposed changes shall be evaluated for approval by the appropriate administrative body.

*Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.0041, New 6-18-09. Amended 9-5-13, 11-20-14, 10-29-15, 7-28-16, \_\_\_\_\_-17.*

## Attachment C

**UCF-5.008 Rules of Conduct**

The following defined and described actions include, but are not limited to, conduct for which disciplinary action may be taken at the University of Central Florida. Students ~~and organizations~~ are responsible for the observation of all University policies and regulations. Each student is expected to abide by these rules of conduct, and administrators are expected to enforce them. These Rules of Conduct should be read broadly and are not designed to define prohibited conduct in exhaustive terms. Additional rules and regulations may be revised during the year; announcements will be made on adoption of the changes or additions. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida. The Rules of Conduct apply to student conduct and will not be used to impose discipline for the lawful expression of ideas. Students are prohibited from engaging in:

## (1) Academic Misconduct

- (a) Unauthorized assistance: Using or attempting to use unauthorized materials, information or study aids in any academic exercise unless specifically authorized by the instructor of record. The unauthorized possession of examination or course related material also constitutes cheating.
- (b) Communication to another through written, visual, electronic, or oral means. The presentation of material which has not been studied or learned, but rather was obtained through someone else's efforts and used as part of an examination, course assignment or project.
- (c) Commercial Use of Academic Material: Selling of course material to another person, student, and/or uploading course material to a third party vendor notes, handouts, etc. without authorization or ~~using them for any commercial purpose~~ without the express written permission of the University and the Instructor. Course materials include but not limited to class notes, Instructor's power points, course syllabi, tests, quizzes, labs, instruction sheets, homework, study guides, and handouts is a violation of this rule.
- (d) Falsifying or misrepresenting the student's own~~your~~ academic work.
- (e) Plagiarism: Whereby another's work is used or appropriated without any indication of the source, thereby attempting to convey the impression that such work is the student's own.

- (f) Multiple Submissions: Submitting the same academic work for credit more than once without the express written permission of the instructor.
- (g) Any student who knowingly helps another violate academic behavior standards is also in violation of the standards.

(2) Possessing and/or Providing False and Misleading Information and/or Falsification of University Records

- (a) Withholding related information, or furnishing false or misleading information (oral or written) to University officials, university and non-university law enforcement officers, faculty or staff.
- (b) Possession, use or attempted use of any form of fraudulent identification.
- (c) Forgery, alteration or misuse of any University document, material, file, record or instrument of identification.
- (d) Deliberately and purposefully providing false or misleading verbal or written information about another person.
- (e) Falsification, distortion, or misrepresentation of information during an investigation, the ~~s~~Student ~~e~~Conduct ~~r~~Review ~~p~~Process, including knowingly initiating a false complaint.

(3) Disruptive Conduct

- (a) Any act that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the University or any part thereof or the rights of one or more individuals.
- (b) Any act which deliberately impedes or interferes with the normal flow of pedestrian and vehicular traffic.
- (c) Any act which intentionally interferes with the election processes of any University registered student organization or group.~~tampers with the election(s) of any University student organization or group including major violations of the SGA Election Statutes.~~
- (d) Misuse of any University safety equipment, firefighting equipment, or fire alarms.
- ~~(e) — An act which deliberately interferes with the academic freedom or the freedom of speech of any member or guest of the University community.~~
- ~~(ef)~~ A false report of an explosive or incendiary device, which constitutes a threat or bomb scare.

- (fg) Breach of peace: an act, which aids, abets, or procures another person to breach the peace on the University premises or at University sponsored/related functions.
- (gh) Failure to comply with oral or written instruction from duly authorized University officials (i.e. faculty, staff, administration, residence hall staff) acting within the scope of their job duties or law enforcement officers acting in the performance of their duties, including failure to identify oneself to these persons when requested to do so.
- (hi) Failure to produce identification upon request by a University official (i.e. faculty, staff, administration, residence hall staff), acting within the scope of their job duties or law enforcement officers acting in the performance of their duties.
- (ij) Hindering or interfering with the student conduct review process by failing to obey the notice from a university official to appear for a student conduct meeting or hearing; and/or attempting to discourage an individual's proper participating in, or use of, the student conduct review process.

(4) Harmful Behavior

- (a) Physical harm or threat of physical harm to any person. This harmful behavior policy may not apply in those instances where it is found that a student is acting in self-defense.
- (b) Verbal, digital, or written abuse, threats, intimidation, coercion and/or other conduct that endangers the health, safety, or wellbeing of others, or which would place a reasonable person in fear of bodily injury or death. This definition, however, shall not be interpreted to abridge the rights of the University community to freedom of expression protected by the First Amendment of the United States Constitution and any other applicable law.
- (c) Discriminatory Harassment: defined as verbal, physical, electronic, or other conduct ~~(including written or electronic communication)~~ based on a protected category (such as race, color, religion, national origin, gender equity, et al), which, due to the severity and pervasiveness of the conduct and its targeted nature on the basis of a protected category, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive educational or work environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's employment, schooling, or business with the University. Harassment under this provision is conduct ~~(verbal or physical~~

~~behavior~~) that would constitute harassment under federal or state civil rights laws or under University Regulation (UCF-3.001) and Prohibition of Discrimination, Harassment, and Related Interpersonal Violence Policy.

- (d) Bullying: Defined as behavior of any sort (including communicative behavior) directed at another, that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person or group in the target's position substantial emotional distress and undermine his or her ability to work, study, or participate in University life or regular activities, or which would place a reasonable person in fear of injury or death.
- (e) Stalking: defined as repeated, unwanted conduct toward or contact with another person that creates fear for the person's safety or the safety of others, or causes an individual to suffer emotional distress. Such conduct is direct, indirect, or through a third party using any type of action, method, or means. Cyber stalking is also included in this definition.
- (f) Failure to respect the privacy of other individuals ~~including but not limited to stalking.~~
- (g) Retaliation against or harassment of complainant(s), other person(s) alleging misconduct, or anyone who participates in an investigation ~~of harassment.~~
- (h) Condoning or encouraging acts of harmful behavior as defined above or failing to intervene stop during an act of harmful behavior while it is occurring.

(5) Sexual Misconduct and/or Interpersonal Violence

- (a) Nonconsensual Sexual Assault: Any nonconsensual sexual contact which occurs on or off the UCF campus.

~~1. — Sexual Contact — includes but is not limited to the following behaviors:~~

- ~~a. — Touching, kissing, fondling (whether over or under clothing) of an individual for the purpose of sexual gratification; and/or~~
- ~~b. — contact, however slight, between the mouth, anus or sex organ of one individual with either the anus or sex organ of another individual; and/or~~
- ~~c. — contact, however slight, between the anus or sex organ of one individual and any other object.~~

12. ent is an understandable exchange of affirmative words or actions or statement, which indicate a willingness to participate in mutually agreed upon sexual activity. by an individual that is informed, freely given and mutually understood.—Consent cannot be obtained by force, threat, coercion, manipulation, reasonable fear of injury, intimidation, use of position of influence, or through the use of one’s mental or physical helplessness or incapacity. The Lack of a negative response, lack of protest or resistance, silence and passivity are is-not consent. Silence is not consent. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Past consent to sexual activity does not imply ongoing future consent.
- a. Responsibilities - It is the responsibility of the initiator to obtain clear and affirmative responses at each stage of sexual involvement.~~each person involved in any sexual activity to ensure the consent of the other, or others, to engage in the sexual activity.~~
  - b. Standard - A determination of whether consent exists will be based on the information the initiator of the sexual act knew or should have known as a sober, reasonable person. Being impaired by alcohol or other drugs intoxicated does not relieve an initiator of a sexual act from obtaining consent.
  - c. Incapacitation — Incapacitation is a state where an individual cannot make rational, reasonable decisions because of mental or physical helplessness, sleep, unconsciousness, or lack of awareness that sexual activity is taking place. A person may be incapacitated due to the consumption of alcohol or other drugs, or due to a temporary or permanent physical or mental health condition. A person who is incapacitated lacks the capacity to give consent because they cannot understand the facts, nature, or extent of the sexual interaction. ~~If a person is mentally or physically incapacitated so that the person cannot understand the fact, nature, or extent of the sexual situation, there is no consent.~~

- ~~i. Incapacitation is a temporary or permanent state in which a person cannot make informed, rational judgments because the person lacks the physical or mental capacity to understand the nature or consequences of their words and/or conduct, and/or the person is unable to physically or verbally communicate consent.~~
    - ~~ii. This includes but is not limited to conditions due to age, alcohol or drug consumption, being unconscious or asleep, or because of an intellectual or other disability that prevents the person from having the capacity to give consent.~~
  - d. Duration of Consent - Consent must be ongoing throughout sexual activity, for each sexual act, and can be withdrawn at any time.
    - i. Within each sexual encounter, there may be separate individual sexual acts involved. Consent to one act by itself does not constitute consent to another act. If verbal consent is not given, ongoing active participation is required for consent.
    - ii. The existence of a dating or sexual relationship between the persons involved, or the fact of past sexual relations have occurred between the parties, is not an indicator of consent for any current or future sexual encounter.
    - iii. An individual who seeks to withdraw consent must communicate, through clear words or actions, a decision to cease the sexual activity. Once consent is withdrawn, the sexual activity must cease immediately.
  - e. Scope of Consent - Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- 2. Sexual Contact – includes but is not limited to the following behaviors:
  - a. Touching, kissing, fondling (whether over or under clothing) of an individual for the purpose of sexual gratification; and/or

- b. contact, however slight, between the mouth, anus or sex organ of one individual with either the anus or sex organ of another individual; and/or
  - c. contact, however slight, between the anus or sex organ of one individual and any other object.
- (b) Sex Harassment: Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, or otherwise, when the conditions for Discriminatory Harassment as defined in 5.008(4)(c), are present. This is ~~conduct~~ that would constitute sexual harassment under federal or state civil rights laws or under University Regulation UCF-3.001; Sexual Harassment may include inappropriate touching, acts of sexual violence, suggestive comments and public display of pornographic or suggestive calendars, posters, or signs where such images are not connected to any academic purpose. A single incident of nonconsensual sexual contact (as defined above) may be sufficiently severe to constitute sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, or other harassment based on sex which, due to the severity and pervasiveness of the conduct and the targeted nature of the conduct on the basis of sex (including but not limited to sexual orientation, gender identity, gender expression and pregnancy), objectively prevents or impairs another person's full enjoyment of the educational benefits, employment, atmosphere, or opportunities provided as part of the University.
- (c) Gender-Based Harassment: Discriminatory harassment that is based on gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature, when the conditions for Discriminatory Harassment as defined in UCF-5.008(4)(c) are present.
- (~~d~~e) Obscene or Indecent Behavior: Exposure of one's body in such a manner that another party reasonably could be offended or to display sexual behavior which another person reasonably finds offensive.
- (~~e~~d) Voyeurism: Trespass, spying, or eavesdropping for the purpose of sexual gratification.

- (fe) Solicitation of a Minor: soliciting sexual acts from a minor by oral, written, or electronic means.
- (gf) Child Pornography: possessing, producing or the dissemination of child pornography
- (hg) Relationship ~~Abuse~~: Relationship Violence includes any act of violence or threatened act of violence that occurs between individuals who are involved or have been involved in a sexual, dating, spousal, domestic, or other intimate relationship. Relationship Violence may include sexual assault, stalking, and physical assault. Relationship Violence may involve a pattern of behavior used to establish power and control over another person through fear and intimidation or may involve one-time conduct. A pattern of behavior is typically determined based on the repeated use of words and/or actions and inactions in order to demean, intimidate, and/or control another person. This behavior can be verbal, emotional, and/or physical and may be directed towards the former partner, their property, or other individuals. Examples of Relationship Violence may include, but are not limited to: slapping; pulling hair; punching; damaging another person's property; driving recklessly to scare someone; name calling; humiliating another person in public; harassment directed toward a current or former partner or spouse; and/or threats of abuse, such as threatening to hit, harm, or use a weapon on another (whether Complainant or acquaintance, friend, or family member of the Complainant), or other forms of verbal threats. ~~Physical harm or threat of physical harm, verbal or written abuse, intimidation, coercion, and/or other conduct that endangers the health, safety, or wellbeing of others, or which would place a reasonable person in fear of bodily injury or death, committed by a person upon an individual with who the person is or has been in a romantic or intimate relationship with the student.~~
- (ih) Stalking ~~(sex based)~~: Stalking occurs when a person engages in a course of conduct directed at a specific person under circumstances that would cause a reasonable person to fear for the person's safety or the safety of others, or to experience substantial emotional distress. A "course of conduct" is two or more acts, including but not limited to acts in which a person directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about another person, or interferes with another person's property.

Stalking includes “cyber-stalking,” a particular form of stalking in which a person uses electronic media, such as the internet, social networks, blogs, phones, texts, or other similar devices or forms of contact. Stalking may include, but is not limited to: non-consensual communications (face to face, telephone, e-mail); threatening or obscene gestures; surveillance/following/pursuit; showing up outside the targeted individual’s classroom or workplace; sending gifts and/or notes (romantic, bizarre, sinister, or perverted); and/or making threats. Repeated, unwanted conduct toward or contact with another person because of sex that creates fear for the person’s safety or the safety of others, or causes an individual to suffer emotional distress. Such conduct is direct, indirect, or through a third party, using any type of action, method, or means. Cyber stalking is also included in this definition.

(j) Sexual Exploitation: Sexual Exploitation is purposely or knowingly doing or attempting to do any of the following:

1. Recording or photographing private sexual activity and/or a person’s intimate parts (including genitalia, groin, breasts or buttocks) without consent;
2. Disseminating or posting images of private sexual activity and/or a person’s intimate parts (including genitalia, groin, breasts or buttocks) without consent;
3. Allowing third parties to observe private sexual activity from a hidden location (e.g., closet) or through electronic means (e.g., Skype or livestreaming of images);
4. Subjecting another person to human trafficking; or
5. Exposing another person to a sexually transmitted infection or virus without the other’s knowledge.

(k) Complicity: Complicity is any act taken with the purpose of aiding, facilitating, promoting or encouraging the commission of an act prohibited by the Rules of Conduct Section UCF-5.008(5).

~~(i) Condoning or encouraging acts of sexual misconduct and/or interpersonal violence defined above or failing to stop an act of sexual misconduct and/or interpersonal violence while it is occurring are also violations of this policy.~~

(l) Any attempted acts of sexual misconduct and/or interpersonal violence defined above are also violations of this policy.

(6) Larceny/Property Damage

- (a) Unauthorized use, possession, or theft of property or service. Such property may be personal or public.
- (b) Damage or defacing of University property or the property of another person whether or not it is on University premises.

(7) Hazing

- (a) Any action or situation which recklessly or intentionally endangers the mental or physical health and/or safety of a student for the purpose of initiation or admission into, or affiliation with, any organization operating under registration with the University. Hazing may result in felony charges.
- (b) Brutality of a physical nature such as whipping, beating, branding, forced calisthenics, exposure to the elements; forced consumption of any food, liquid, liquor, drug, or other substances; or other forced elements; or other forced activity which could adversely affect the mental or physical health or safety of the individual.
- (c) Any activity which could subject the individual to mental stress such as sleep deprivation, forced exclusion from social contact, forced contact which could result in embarrassment, or any other activity which could adversely affect the mental health or dignity of the individual.
- (d) Forcing or requiring the violation of University policies, federal, state, or local law.
- (e) Any activity, as described above, upon which the initiation or admission into or affiliation with a University of Central Florida organization may be directly or indirectly conditioned, shall be presumed to be a “forced” activity, the willingness of an individual to participate in such an activity notwithstanding.

(8) Misuse or Unauthorized Use of Facilities and Grounds

- (a) Misuse or unauthorized use of classroom or laboratory facilities.
- (b) Abusing grounds or building structures including, but not limited to ramps, rails, stair sets and entryways by means of recreational cycling, skating, scootering, or other recreational activities or devices as outlined in Regulation UCF-4.036.
- (c) Unauthorized entry or attempted entry to any University facility.

(d) Unauthorized possession, duplication or use of keys to any University premises.

(9) Misconduct at University Sponsored/Related Activities

(a) Violation of UCF rules of conduct at UCF sponsored related activities shall also be a violation of the golden rule.

(b) Violations of a regulation(s) of a host institution sponsored/related activity shall be a violation of the golden rule.

(10) Controlled Substance and Drug Violations

(a) Possessing, consuming, or attempting to possess cannabis in any amount, ~~except as expressly permitted by law~~

(b) Cultivating, manufacturing, or attempting to obtain cannabis in any amount, ~~except as expressly permitted by law.~~

(c) Possessing, consuming, cultivating, manufacturing, or attempting to possess any controlled substances other than ~~alcohol, cannabis,~~ except as expressly permitted by law.

(d) Selling or distributing cannabis or any other controlled substances ~~and related paraphernalia,~~ other than alcohol, ~~and alcohol related paraphernalia,~~ except as expressly permitted by law.

(e) Possessing or attempting to possess any drug related paraphernalia, ~~other than alcohol-related paraphernalia,~~ except as expressly permitted by law.

(f) Misconduct under the influence of controlled substance(s) and/or drugs of other than alcohol.

(g) Drug Emergencies - University Expectations for Individuals

1. University of Central Florida students who receive medical attention due to drug-related emergencies may be exempt from disciplinary action as part of the conditions for drug emergencies after review by the Director of the Office of Student Conduct. Students eligible for exemption will be referred for assessment and follow-up services in lieu of the student conduct review process.

2. Students who receive medical assistance for drug-related emergencies may receive exemption for violations of the Rules of Conduct Section 10(a)- 10(f) ~~subsections a, b, c, d, e, & f;~~ however, exemption for other Rules of Conduct

violations may not be granted. The Director of the Office of Student Conduct reserves the right to review each incident individually to determine whether the student will be exempt from disciplinary action. The Director of the Office of Student Conduct maintains the right to recommend additional requirements for students who are referred for assessment and fail to meet the requirements of their assessment. For subsequent incidents, appropriate interventions will be handled on a case by case basis.

3. Students who seek medical assistance on behalf of another ~~impaired/intoxicated~~ student may be exempt from disciplinary action for violations of the Rules of Conduct Section 10(a)- 10(f) ~~subsections a, b, c, d, e, & f~~. However, exemption for other Rule of Conduct violations may not be granted.
4. For parental notification regarding medical transports for drug-related incidents, refer to the Parental Notification Policy in the on the Office of Student Conduct website.
5. For information regarding alcohol emergencies please refer to ~~the next section and relevant subsection~~—5.008 11(d) below.

(11) Alcoholic Beverages Violation

- (a) Possessing or consuming alcoholic beverages, or possessing or using alcohol-related paraphernalia, except as expressly permitted by the law and University Regulations and/or Policies.
- (b) Selling or distributing alcoholic beverages or alcohol-related paraphernalia, except as expressly permitted by law and University Regulations and/or Policies
- (c) Misconduct under the influence of alcohol
- (d) Alcohol Emergencies- University Expectations for Individuals.
  1. University of Central Florida students who receive medical attention due to alcohol-related emergencies may be exempt from disciplinary action as part of the conditions for alcohol emergencies after review by the Director of the Office of Student Conduct. Students eligible for exemption will be referred for assessment and follow-up services in lieu of the student conduct review process.

2. Students who receive medical assistance for alcohol emergencies may receive exemption for violations of the Rules of Conduct Section 11(a)- 11(c) ~~subsections a, b, & e~~; however, exemption for other Rules of Conduct violations may not be granted. The Director of the Office of Student Conduct reserves the right to review each incident individually to determine whether the student will be exempt from disciplinary action. The Director of the Office of Student Conduct maintains the right to recommend additional requirements for students who are referred for assessment and fail to meet the requirements of their assessment. For subsequent incidents, appropriate interventions will be handled on a case by case basis.
3. Students who seek medical assistance on behalf of another intoxicated student may be exempt from disciplinary action for violations of the Rules of Conduct Section 11(a)- 11(c) ~~subsections a, b & e~~. However, exemption for other Rule of Conduct violations may not be granted.
4. For parental notification regarding medical transports for alcohol-related incidents, refer to the Parental Notification Policy in the on the Office of Student Conduct website: <http://osc.sdes.ucf.edu/notification>.
5. Additional information regarding alcohol emergencies can be found through the Office of Student Conduct website.

(12) Possession of Weapons and/or Dangerous Material

- (a) The possession, use, or storage of weapons on property owned or controlled by the University or at events sponsored and/or supported by the University is prohibited, except as specifically outlined in University Policy 3-119.1 (Weapons on University Property and at University Events).
- (b) Possession or use of fireworks of any description, explosives, or chemicals which are disruptive, explosive, or corrosive are prohibited on University premises or at University sponsored/related activities.

(13) Instigation or Participation in Group Disturbances during Demonstrations, Parades, or Picketings

- (a) Participation in a demonstration(s), parade(s), or picketing which invades the rights of others, which interferes with the educational function of the University, or which jeopardizes public order and safety.
- (b) Leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area.

(14) Misuse of Computing and Telecommunications Resources

- (a) Theft or other abuse of computer facilities and resources
- (b) Unauthorized entry into a file, to use, read, or change the contents, or for any other purpose.
- (c) Unauthorized transfer of a file.
- (d) Use of another individual's identification and/or password.
- (e) Use of computing facilities and telecommunications resources to interfere with the work of another student, faculty member or University Official.
- (f) Use of computing facilities and telecommunications resources to send obscene or abusive messages.
- (g) Use of computing facilities and telecommunications resources to interfere with normal operation of the University computing system.
- (h) Use of computing facilities and telecommunications resources in violation of copyright laws.
- (i) Any violation of the University of Central Florida Use of Information Technology and Resources Policy.
- (j) Any violation of the University of Central Florida ResNet Acceptable Use Policy.

(15) Gambling

- (a) Play in an unlawful game of chance for money or for anything of value on University premises or at any affair sponsored by a student or student organization.
- (b) Unlawfully sell, barter or dispose of a voucher or any item for participation~~ticket, order, or any interest~~ in a scheme of chance by whatever name on University premises or at any affair sponsored by a student or registered student organization.
- (c) Wager on a University team or organization in a competition, with a direct influence in the success of the competition.

(16) University Student Residence Violations. Violation(s) of any Department of Housing and residence Life policy, rule or regulation published in hard copy or available electronically via Department of Housing and Residence Life website.

(17) University Wordmark Violations. Unauthorized use of the official University wordmark, Pegasus, monogram, seal, or other graphic identity symbol.

(18) Violation of Local, State, and/or Federal Laws. Violation of any local, state and/or federal law that may result in a felony or misdemeanor.

*Authority: BOG Regulations 1.001 and 6.0105. History – Formerly 6C7-5.0042, New 6-18-09, Amended 7-19-12, 9-5-13, 11-20-14, 10-29-15, 7-28-16, \_\_\_\_\_17.*

## Attachment D

**UCF-5.009 Student Conduct Review Process; Sanctions**

(1) Violation Reports. Alleged violations of the UCF Rules of Conduct shall be reported in writing to the Director of the OSC or designee. Upon receiving an alleged violation of misconduct, the Director of the OSC or designee may review relevant information and consult with relevant parties regarding the incident in question. ~~In unusual cases, which dictate a decision for the welfare of any individual, the student body, or any part of the University or its community,~~ Where deemed necessary to protect the safety and well-being of others, of the university, or of property, the Director of the OSC or designee, upon notifying the VP of SDES or designee, may take immediate action to resolve the ~~safety and/or well-being concerns~~situation by placing the student on interim suspension. ~~Interim suspension is not a sanction. Such action~~ An interim suspension is subject to review at a hearing within three (3) business days by the VP of SDES or designee to determine the status of the interim suspension. The outcome of an interim suspension hearing shall remain in effect until the final disposition of formal charges resulting from the circumstances of the case, unless the VP of SDES or designee shall decide otherwise.

- (a) The Director of the OSC will refer all information warranting disciplinary action and assign the case to the appropriate staff member. ~~to the Office of Student Conduct.~~ The Office of Student Conduct will send written notification to the charged student indicating the nature of the activity in question and what university rules were allegedly violated.
- (b) Upon receipt of an incident report the Office of Student Conduct has six months to charge a student with a violation of the Rules of Conduct. The Office of Student Conduct may exercise discretion when applying the time provision to account for circumstances that warrant a waiver of the six month time limit from the date of discovery. For Title IX related cases see UCF-5.006(10)
- (c) Students charged with alleged violations of the Rules of Conduct will receive notice to attend a required preliminary conference with the Office of Student Conduct to discuss the charges. If the student fails to attend that conference, a hold may be placed on the student's record, preventing them from registering for future classes until the matter is resolved. Students who leave the university or withdraw from a class before a disciplinary matter is resolved may be prohibited from future enrollment until such time as the matter is resolved. The student will receive information regarding the ~~s~~SStudent ~~e~~Conduct ~~r~~Review ~~p~~Process, including the

student's rights during the process, an opportunity to inspect and/or review the information known at the time charges are prepared, and notice on how to contact the Student Government Association Judicial Advisor. At the conclusion of the meeting, the Office of Student Conduct recommends an option for resolution of the disciplinary charges. ~~These options are dismissal, mediation, informal hearing, or formal hearing.~~

(2) Options for Resolution of Disciplinary Charges

- (a) Case Dismissal: The Director of the OSC or designee may dismiss a case if it is found to not have sufficient facts or information to substantiate the claim of misconduct, the accused person is not a student, or the action claimed as misconduct is not a violation of the rules of conduct.
- (b) Documentation only with an Educational Requirement: this resolution option is only available for cases where the accused student accepts responsibility with an Office of Student Conduct staff member or designee and the reported violation is not seen as especially egregious by the Office of Student Conduct. The reported student will be required to must complete an educational sanction. An Office of Student Conduct hold will be placed on the student's record until the educational sanction completed in full and seen by the Office of Student Conduct as complete.
- (c) Mediation: Depending on the nature and severity of the alleged violation, the Office of Student Conduct may recommend formal mediation through the Office of Student Rights and Responsibilities as an alternative to disciplinary action. The involved parties must each agree to mediation. Mediation is confidential. In mediation, the parties voluntarily meet with an impartial mediator to communicate their concerns and needs to each other and to reach their own agreement on the resolution of the case. The participants in mediation are responsible for keeping their agreement or renegotiating it, if necessary. In the event that the participants do not agree to mediate or mediate but do not reach a full and final resolution, the case will be referred back for disciplinary action through an informal or a formal hearing. Breach of a mediated agreement may result in a follow up mediation session or the matter may be referred back through the conduct process at the discretion of the Office of Student Conduct. Mediation will not be a resolution option for cases involving allegations of incidents of sexual misconduct and/or interpersonal violence.

- (d) **Informal Hearing:** At the discretion of the Office of Student Conduct, violations found not to warrant a formal hearing may be referred to an informal hearing. At the informal hearing the charged student has the opportunity to meet with an Office of Student Conduct staff member or designee and accept responsibility for the charges of violation of the Rules of Conduct. At the informal level the matter will be settled by the following outcomes: punitive sanction (disciplinary warning or disciplinary probation) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not resolved informally, the case will be resolved through a formal hearing. The outcomes from an informal hearing process (decision of responsibility and recommended sanctions) are final and are not eligible to be appealed (UCF-5.010).
- (e) **Formal Hearing:** If an alleged violation of the Rules of Conduct is not dismissed or otherwise resolved, then the Office of Student Conduct shall present in writing formal charges to the student. The charged student may request either a panel or administrative hearing. The charged student's hearing shall be open only to the charged student, his/her advisor, the hearing body, witnesses (when called upon), and a representative from the Office of Student Conduct. In cases of alleged Academic Misconduct, the student is required to have an academic integrity panel hearing as stated in UCF-5.015.

Formal notification shall include:

1. The student's name and address.
2. Date, time and location of the formal hearing.
3. The rule(s) of conduct allegedly violated as known at the time formal charges are prepared.
4. Names of potential witnesses known at the time formal charges are prepared.
5. A description of any physical or written documentation known at the time charges are prepared.

### (3) Formal Hearings.

There are two types of formal hearings – panel hearings and administrative hearings.

- (a) **Panel Hearings.**
  1. A panel to consider an individual case shall be randomly selected by the Office of Student Conduct from the Student Conduct Board and shall consist

of two (2) faculty and administrative staff members combined, and two (2) student members. One panel member shall be selected by the Office of Student Conduct to chair the hearing and report the proposed finding(s) and recommended sanctions, if any, to the Director of the OSC or designee.

2. At hearings conducted by a panel, an Office of Student Conduct staff member shall act as an advisor to the panel. The Director of the OSC or designee shall receive the panel's proposed finding(s) as to "in violation" or "not in violation" of the Rules of Conduct, and consider any sanctions proposed by the panel.
3. The Director of the OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of "in violation," they may approve, mitigate or increase the sanctions proposed by the panel.
4. Any decision by the Director of the OSC or designee to alter proposed sanctions or remand~~return~~ a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

(b) Administrative Hearings

1. Administrative hearings shall be conducted by one faculty or staff member ~~randomly~~ selected by the Office of Student Conduct from the Student Conduct Board. The charged student shall be informed of the hearing officer assigned to the case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The student shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a student has opted not to challenge the impartiality of a hearing office prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
2. At hearings conducted by an administrative hearing officer, an Office of Student Conduct staff member shall act as an advisor to the administrative hearing officer. The Director of the OSC or designee shall receive the administrative hearing officer's proposed finding(s) as to "in violation" or

"not in violation" of the Rules of Conduct, and consider any sanctions proposed by the administrative hearing officer.

3. The Director of the OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of "in violation," they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.
  4. Any decision by the Director of the OSC or designee to alter sanctions or ~~remand~~return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (c) Conduct of Formal Hearings - the following is furnished as a guide to the sequence of events in a formal hearing. Please note that all formal hearing proceedings are recorded. The recording is part of the official record of the formal hearing and no other recordings are permitted.
1. Reading of charges.
  2. Student response of "in violation" or "not in violation."
  3. Presentation of information in support of the charges.
  4. Opening statement by the charged student.
  5. Questioning of the charged student.
  6. Presentation and questioning of all other parties.
  7. Final questions of the charged student by the hearing body.
  8. Closing remarks by the charged student.
  9. Hearing is brought to a close; student is invited to await announcement of the proposed finding(s) and recommended sanction(s), if any.
- (d) Deliberations by the panel or the administrative hearing officer are not part of the hearing and are confidential. Deliberations occur after the closure of the hearing and are not recorded. Following deliberations, the panel or the administrative hearing officer will announce to the student the proposed finding(s) and proposed sanction(s), if any. The announcement of the proposed finding(s) and proposed sanction(s), if any, will be recorded as part of the official case record.
- (e) Case Record for Formal Hearing - The case record shall consist of the following items:

1. A copy of the formal charges in writing.
2. A recording of the formal hearing.
3. A recording of the announcement of the proposed finding(s) and proposed sanctions, if any.
4. All staff memoranda submitted.
5. All items of physical or written documentation submitted, provided such items are not returned to a rightful owner. In that case, photographs or other facsimiles shall be made before return.
6. The proposed finding(s) and sanction(s) by the hearing panel or administrator, if any.
7. The Director of the OSC's or designee's decision.

(f) Student Conduct Board members for panel and administrative formal hearings are selected through an annual application and interview process with the exception of the justices from the Student Government Association Judicial Council. All Student Conduct Board members, including justices, receive annual training from the Office of Student Conduct. Student Conduct Board members who serve on hearings related to allegations of sex discrimination, including but not limited to relationship violence, sexual assault, sex harassment, and stalking receive additional training annually.

(4) Student Rights in the Student Conduct Review Process.

The following rights shall be explained to each charged student prior to the commencement of any formal disciplinary hearing:

- (a) The charged student shall be afforded reasonable written notice, at least five (5) business days prior to the formal hearing, unless waived in writing. Written notice sent to the charged student's electronic and/or physical address listed in the Registrar's records shall constitute full and adequate notice. Written notice shall include:
  1. The student's name and address.
  2. Date, time and location and nature of the proceeding of the formal hearing.
  3. The rule(s) of conduct allegedly violated as known at the time formal charges are prepared.
  4. Names of potential witnesses known at the time formal charges are prepared.

5. A description of any written or physical documentation known at the time charges are prepared.
- (b) The student may have, at his or her own expense and initiative, an advisor present at the hearing. It is the student's responsibility to make appropriate arrangements for the advisor to attend the hearing, and the hearing shall not be delayed due to scheduling conflicts of the chosen advisor. The advisor may be present to advise the student but shall not speak for or present the case for the student or otherwise participate directly in the proceeding. ~~The A-student organization~~ may consult with their advisor at any time during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. ~~A student organization's advisor must not be connected to the actual conduct case or a related case.~~ In addition, an advisor may not serve as a witness. If the advisor does not adhere to their defined role in the student conduct review process, they may be removed from the hearing. ~~The Office of Student Conduct shall maintain a list of impartial advisors and resources available to the student.~~
  - (c) All hearings shall be conducted on the basis that the charged student is not in violation until the preponderance of evidence proves otherwise. At a hearing, the technical rules of evidence applicable to civil and criminal cases shall not apply. The burden of proof in a student conduct hearing is not on the student charged with a violation of the Rules of Conduct.
  - (d) The student may inspect any information presented in support of the charges at least three (3) business days before the formal hearing. The University also has the right to review any information the student intends to use at least three (3) business days before the formal hearing. Only such information that is determined "Relevant Information" will be made part of the hearing record.
  - (e) The university cannot compel any person to attend a formal hearing. However, all parties may arrange for witnesses to voluntarily present ~~R~~relevant ~~I~~information during the proceeding. The student may hear and question adverse parties who testify at the hearing.
  - (f) The student shall not be forced to present self-incriminating information; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The University's formal hearing is not a

criminal or judicial proceeding and is designed to address student behavior; therefore, alleged violations of the UCF Rules of Conduct will be addressed independently of any outcome imposed by the courts for ~~at the~~ criminal offense.

- (g) The proposed finding, as well as the Director of the OSC's or designee's determination, of "in violation" or "not in violation" on the charges shall be based solely on the information presented at the formal hearing.
- (h) ~~Only if Should~~ the proposed finding of the hearing body ~~is be~~ that the student is in violation, will prior conduct history will then be reviewed and ~~may~~potentially affect proposed sanctioning.
- (i) The results of any formal hearing shall be made available to the student within seven (7) business days following the hearing (deadline can be extended by mutual agreement of the charged student and the Director of the OSC's or designee). For academic integrity cases, the results of any formal hearing shall be made available to the student within fourteen (14) business days following the hearing.
- (j) The student's enrollment status shall remain unchanged pending the University's final agency action in the matter, except in cases where the VP of SDES or designee determines that the safety, health, or general welfare of the student, any individual, or any part of the University may be involved.

(5) Additional Procedures in Cases of Sexual Misconduct and/or Interpersonal Violence. Where a student is charged with sexual misconduct and/or interpersonal violence, the procedures outlined in UCF-5.006(10) will apply in addition to the procedures of the ~~s~~Sudent ~~e~~Conduct ~~r~~Review ~~p~~Process outlined above.

(6) Sanctions.

- (a) Disciplinary Warning- An official warning that the student's behavior is in violation of the UCF Rules of Conduct, and that if the student is subsequently found in violation of a rule while on disciplinary warning; subsequent action may be more severe.
- (b) Disciplinary Probation- Disciplinary probation status shall be for a specific length of time in which any further violation of the rules of conduct puts the student's status with the University in jeopardy. If the student is found "in-violation" for another violation of the rules of conduct, while on disciplinary probation, more severe sanctions may be imposed such as suspension or expulsion. Restrictive conditions

may be imposed and vary according to the severity of the offense. While on disciplinary probation, restrictive conditions may include, but may not be limited to the following: loss of good standing, which may become a matter of record; denial of the privilege to occupy a position of leadership or responsibility in any University registered student organization, publication, or activity, or ability to represent the University in an official capacity or position; trespass of University facilities or other areas of campus or contact with another specified person(s). Under disciplinary probation, the student may continue to attend classes and is given a chance to show capability and willingness to live in accordance with University rules. However, if the student is subsequently found in violation of a rule while on disciplinary probation, the University may suspend or expel the student from the University. While on Disciplinary Probation, a hold will be placed on a student's record for record keeping purposes.

- (c) Deferred Suspension - Deferred suspension is used for offenses found serious enough to warrant disciplinary suspension, but where the specific circumstances of the case mitigate the offense or for repeated offenses of a less serious nature. Deferred suspension is a designated period of time during which a student is given the opportunity to demonstrate the ability to abide by the community's expectations of behavior articulated in the Rules of Conduct. During a deferred suspension, the student will be officially suspended from the university, but the suspension will be deferred, meaning that the student may continue to attend classes. However, the suspension will be automatically enforced for failure to complete any assigned sanctions by the deadline(s) and/or for any subsequent violation of the Rules of Conduct, unless the Director of the OSC determines otherwise in exceptional circumstances. If the student is found in violation for any subsequent violation(s) of the Rules of Conduct, the student will be automatically suspended for a minimum of two (2) semesters in addition to the educational sanctions imposed for the subsequent violation. Students placed on deferred suspension will have a conduct overlay placed on their transcripts for the period of time that the deferred suspension is in effect. The conduct overlay is a notation indicating that the student is not in good standing. Students on deferred suspension may be limited in their abilities to represent the university on any athletic team other than intramurals, hold an office in any registered

student organization, represent the university in any extracurricular activity or official function, or participate in any study abroad program. Deferred Suspension may also include the denial of specific university privileges, including but not limited to, attendance at athletic functions, unrestricted library use, parking privileges, university computer and network usage, and residence hall visitation for a designated period of time. The duration of any deferred suspension period and the specific restrictions imposed will be determined by the OSC on a case-by-case basis.

(de) Disciplinary Suspension- A student involved in an offense warranting consideration of action more serious than disciplinary probation or one involved in repeated misconduct may face disciplinary suspension. During the period of disciplinary suspension, a student may not be enrolled in classes, participate in University related activities, whether they occur on or off campus. A student under disciplinary suspension may not otherwise be present on University premises unless authorized in writing in advance under conditions approved by the Director of the OSC. Upon being withdrawn, the student may no longer enroll in classes, may not be an active member of a Registered Student Organization, may no longer use university facilities, must vacate university owned housing, may no longer be permitted on university property, may not be employed by the University, and may be entitled to whatever refunds of tuition, fees, and room and board charges as would be appropriate given the timing of the withdrawal. In determining if and to what extent suspended students shall be authorized to be on University premises, the Director of the OSC or designee shall consider whether the suspension creates an undue hardship on the disciplinary suspended student in regard to considerations that include, but are not limited to, the medical needs of the student. An overlay will be placed on a student's record during the period of disciplinary suspension. Further, while on disciplinary suspension, a hold will be placed on a student's record for record keeping purposes. All assigned educational sanctions must be completed prior to the conclusion of disciplinary suspension; otherwise the disciplinary suspension will remain in effect.

(e) Disciplinary Dismissal – Dismissal is a sanction which removes the student from the individual's academic program and separates the student from the University for a period of at least two years and up to seven years. A dismissed student has none of

the rights or privileges of a student of the University. Following disciplinary dismissal, the individual must apply for readmission to the University. Readmission is possible but not guaranteed and will only be considered after the two to seven year time allotted from the effective date of the dismissal, based on meeting all readmission criteria and obtaining clearance from the Dean of Students or designee. This may include restricted access to campus and/or other specified activities.

(~~f~~) Disciplinary Expulsion- Expulsion is a sanction which removes the student from ~~his/her~~the individual's academic program and permanently separates a student from the University ~~of Central Florida~~ without opportunity to graduate or re-enroll at the university in the future. An overlay will be permanently placed on the student's record. Further, a hold will be permanently placed on a student's record for record keeping purposes.

(~~g~~) Educational Sanctions- In conjunction with a sanction listed above, a student found to have been in violation of any of the Rules of Conduct will be assigned educational requirements such as, but not limited to, reflective/research papers, classes/seminars, community service, interviews, etc. If a student has any outstanding educational requirements at the conclusion of disciplinary probation or disciplinary suspension, a student's disciplinary probation or disciplinary suspension status and hold will remain in effect pending the completion of the educational requirements.

*Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.0041, New 6-18-09. Amended 9-5-13, 3-5-15, 10-29-15, 7-28-16, \_\_\_\_\_-17.*

Attachment E

**UCF-5.010 Student Conduct Appeals**

(1) Appeals within the Student Conduct Review Process

- (a) Students found in violation as a result of a formal hearing may appeal the finding(s) and sanction(s) imposed. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date the student was notified of the decision by the Director of the OSC or designee. The appeal form can be found at <http://osc.sdes.ucf.edu/process>.
- (b) Students may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
  - 1. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.
  - 2. Discovery of new and significant information that could have affected the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
  - 3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, the student must state the reason(s) for appeal, the supporting facts, and the recommended solution. This is not a re-hearing of the conduct case. An appeal cannot be filed simply because a student is dissatisfied with the decision. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of an appeal.
- (d) The Appellate Officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision, ~~and sanction(s)~~ or do one of the following:
  - 1. If the student alleges that the sanction was disproportionate to the violation(s) and the Appellate Officer finds the sanction to be disproportionate, the Appellate Officer may reduce the sanction.
  - 2. If the student alleges that there was a defect in procedure or new information was presented which was sufficiently substantial to have affected the outcome and the Appellate Officer agrees, the Appellate Officer will order a new hearing.

- (e) The student shall receive a written decision to the appeal within twenty business days (deadline can be extended by mutual agreement of the charged student and the Appellate Officer). ~~There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time.~~ Decisions of the Appellate Officer reflect final agency action.
- (f) Any decision by an Appellate Officer to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (g) The Office of Student Conduct cannot place an overlay on the student's record until the appeal decision is completed or if the student chooses not to appeal. At such time, if appropriate, a hold and/or overlay, is placed on the student's record. If the Appellate Officer upholds the original findings, the effective date of any disciplinary sanction(s) imposed will revert back to the date of the Director of the OSC's or designee's final decision letter.

(2) Appeals within the Student Conduct Review Process ~~for Complainants~~ Cases Involving Sexual Misconduct and/or Interpersonal Violence

- (a) Complainants and Respondents in matters involving allegations of sexual misconduct and/or interpersonal violence ~~assault, dating violence, domestic violence, and stalking~~ (as defined above in Regulation UCF-5.008(5)) may appeal the finding(s) and sanction(s) imposed ~~from~~ a student conduct formal hearing. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date both the Respondent and Claimant ~~charged student and victim are~~ notified of the decision by the Director of the OSC or designee. The appeal form can be found at <http://osc.sdes.ucf.edu/process>.
- (b) Complainants and Respondents may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
  1. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.

2. Discovery of new and significant information that could have affected the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
  3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, ~~one~~the student must state the reason(s) for appeal, supporting facts, and the recommended solution. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of the appeal.
- (d) The Appellate Officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision and sanction(s) or do one of the following:
1. If the Complainant or Respondent alleges that the sanction was disproportionate to the violation(s) and the Appellate Officer finds the sanction to be disproportionate, the Appellate Officer may alter the sanction.
  2. If the Complainant or Respondent alleges that there was a defect in procedure or new information was presented which was sufficiently substantial to have affected the outcome and the Appellate Officer agrees, the Appellate Officer will order a new hearing.
- (e) The ~~Complainant and Respondent~~victim and charged student shall receive a written decision within twenty business days (deadline can be extended by mutual agreement of the charged student and the Appellate Officer)~~to the appeal concurrently. There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time. Decisions of the Appellate Officer reflect final agency action.~~
- (f) Any decision by an Appellate Officer to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (g) If the decision of the Appellate Officer is to modify the sanction, the Complainant and Respondent shall each be afforded the right to file an appeal of the modified sanction, in accordance with the procedures outlined in Regulation UCF-

~~5.010(2)(a)-(f). Unless the appeal results in a further modification of the sanctions, no further appeal is allowed and the decision becomes final. The Complainant shall be afforded the right to file an appeal following final review of the Appellate Officer's decision should the result of the decision modify sanctions.~~

- (3) Community ReEngagement and Educational Development (CREED) Program
- (a) Upon completion of one semester of disciplinary probation ~~and one semester of disciplinary suspension,~~ and completion of all educational requirements, a student has the opportunity to request a review of their disciplinary probation ~~or disciplinary suspension~~ status through the Community ReEngagement and Educational Development (CREED) Program.
  - (b) Requests should be submitted to the Director of the OSC or designee via an online CREED Program submission form available at [www.osc.sdes.ucf.edu](http://www.osc.sdes.ucf.edu). This request can only be submitted once a semester.
  - (c) The CREED Program is designed for a student to have the opportunity to demonstrate that in the period following a violation of the Rules of Conduct, they have taken steps to become a productive and engaged member of the UCF community.
  - (d) In considering this request, a student should complete all outlined requirements of the CREED Program which can be reviewed online at [www.osc.sdes.ucf.edu](http://www.osc.sdes.ucf.edu). ~~Students that simply fulfill the minimum requirements of their sanction(s) will not be eligible for the CREED Program.~~
  - (e) A CREED Program application should include information such as the following:
    - 1. Reflection Essay
    - 2. Faculty/Staff/Advisor (Academic or Organization) Letter of Recommendation
    - 3. Community Service
    - 4. Residential Life Letter of Support (On-Campus or Affiliated Residential Students only)
    - 5. Proof of Counseling/Assessment (if applicable)
    - 6. Academic Progress (if applicable)

7. Termination of Probation Letter (Admission Clearance Only, and if applicable)

- (f) Upon receipt of the CREED Program packet, the Director of the OSC or designee will review to determine whether or not the student meets criteria for review. If the Director of the OSC or designee agrees that the student's request meets any or all of the above mentioned criteria, the student will be contacted within fourteen (14) business days to schedule a "CREED review meeting" with a committee appointed by the Director of the OSC or designee, comprised of faculty, staff and students.
  - (g) Prior to this meeting, the committee will have reviewed the submitted packet and will prepare 10-15 questions for the student to address, as well as provide the student with the opportunity to further discuss why the disciplinary probation ~~or suspension~~ status should be altered or terminated. No alterations shall be made to include new or increased sanctions. Should the committee feel that further information and/or documentation is necessary in order to render a recommendation, the review may be temporarily recessed. A time frame of not more than two (2) weeks will be given to the student to produce requested information and/or documentation. Upon receipt of the requested information and/or documentation, the committee will reconvene the review with the student.
  - (h) After the meeting, the committee will issue a recommendation to the Director of the OSC or designee. The Director of the OSC or designee will provide a decision to the student in writing within seven (7) business days of receiving the recommendation.
  - (i) If the request is denied by the Director of the OSC or designee the decision shall include a concise and explicit written statement that explains the basis for that decision and suggested action items for the student's success.
  - (j) There is no appeal process for a CREED Review Meeting decision.
- (4) Sealing of Records
- (a) A student's conduct record is eligible to be sealed if the incident(s) in question are minor and do not result in disciplinary suspension, disciplinary dismissal, or disciplinary expulsion and or if the student is not current on disciplinary probation

~~or deferred suspension. where further violations would not likely result in suspension or expulsion from the university.~~

- (b) A student conduct record may be sealed upon the successful submission and review of appropriate paperwork to the Office of Student Conduct.
- (c) The factors influencing the decision by the Director of the OSC for sealing are the severity of the violation, effect of the violation on the University community, sanctions applied, completion of sanctions, and ethical development demonstrated by the student.
- (d) There is no appeals process regarding student conduct record sealing.

*Authority: BOG Regulations 1.001 and 6.0105. History – Formerly 6C7-5.00431, New 6-18-09. Amended 3-5-15, 10-29-15, 7-28-16, \_\_\_\_\_-17.*

Attachment F

**UCF-5.011 Scope; Authority; Principles of Group Responsibility; Violations of Law and Rule of Conduct Violations; Registered Student Organizational Conduct Records**

(1) Scope

- (a) The organizational conduct regulations (UCF-5.011, 5.012, and 5.013) shall apply to all registered student organizations of the University, including those at its regional campuses and/or at off campus instructional sites, and shall be deemed a part of the terms and conditions of registered student organization registration. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida, including when students come together as registered student organizations. The Organizational Rules of Conduct, set out below, apply to registered student organization conduct and will not be used to impose discipline for the lawful expression of ideas. Specific restrictions on time and place of meetings and assemblies are found in other University regulations or policies.
- (b) The Organizational Rules of Conduct apply to all registered student organizations for conduct that occurs:
  - 1. Oon University premises; or
  - 2. During or while participating in University and/or organization sponsored or related activities; or
  - 3. During school sessions, holidays, breaks, and university closures; or
  - 4. Against students or non-students.
- (c) The University may take action against a registered student organization for off-campus conduct if the conduct is specifically prohibited by law or the Organizational Rules of Conduct; or if the conduct poses (or demonstrates that the student organization's continued recognition at the University poses) a danger to the health, safety or welfare of the University community; or if the conduct is disruptive to the orderly processes and functions of the University.

(2) Authority

- (a) The Florida Board of Governors Regulation 6.0105 requires each university to establish a Student Disciplinary System, including a code of conduct, to apply to student disciplinary proceedings.

- (b) These regulations shall ensure a fair and impartial process in registered student organizational disciplinary proceedings and guarantee the integrity of the university.
- (c) Generally, authority necessary to enforce the organizational student conduct regulations is vested in the Vice President for Student Development and Enrollment Services or designee. Selected functions of this authority are shared with faculty, staff and students. Some functions of student conduct administration are assisted through review boards.

(3) Definitions. Definitions for terms used in this section, as well as in the Organizational Conduct Review Process, are located in UCF-5.00~~67~~(34).

(4) Principles of Registered Student Organization Responsibility.

- (a) Any registered student organization can be held responsible for its actions or the actions of a collection of its members acting together. Misconduct on the part of an individual member(s) may not automatically be sufficient to initiate the Organizational Conduct Review Process.
- (b) Students may be held accountable as individuals under the Rules of Conduct for their conduct, whether the students are acting in an individual ~~capacity~~capacities or the students are acting as a member of a registered student organization.
- (c) The following criteria will be used to determine if a registered student organization can be held responsible for the actions of ~~an~~one or more individual(s) when those actions result in a violation of the Organizational Rules of Conduct:
  1. A violation arises out of an organization-sponsored, financed, or otherwise sanctioned activity or event, where the organization provided the context for the violation.
  2. A pattern of individual violations has occurred and/or continues to occur within the organization without adequate control, response, or disciplinary action on the part of the registered student organization or its executive board members or officers.
  3. The action resulting in the violation has received either the implied or overt consent of the registered student organization or any executive board members or officers of the registered student organization.

4. The registered student organization or any executive board member or officer of the registered student organization fails to report and take reasonable action against invitees/members responsible for the Organizational Rules Conduct violation.
5. The registered student organization overtly places or implicitly allows active members of the registered student organization to be in a position to act on behalf or with authority of the organization.
6. The registered student organization chooses to protect one or more individual offenders who are active members of the registered student organization from official actions.

- (d) Should a reported incident occur where an organization is named as allegedly violating an Organizational Rule of Conduct, the University may hold an investigation to gather facts to help provide further context to the original complaint.

(5) Medical Emergencies. The University of Central Florida highly encourages students and registered student organizations to call for medical assistance whenever an individual experiences severe intoxication or serious injury after consuming alcohol and/or drugs. Students and registered student organizations may be reluctant to call for help for themselves or others due to potential involvement from the UCF Police Department or the Office of Student Conduct. Due to the serious or life-threatening nature of these medical emergencies, the University of Central Florida urges students to contact emergency medical services or the UCF police department if alcohol-related and/or drug-related medical emergencies arise. The university's primary goal is to create a safe environment for its students. Procedures and expectations regarding these incidents have been outlined in the Office of Student Conduct Rules of Conduct Controlled Substance and Drug Violations and Alcoholic Beverages section and the Organizational Rules of Conduct section.

(6) Violations of Law and Rule of Conduct Violations. Students who commit offenses against the laws of municipalities, states, or the United States are subject to prosecution by those authorities and may be subject to disciplinary action by the University when their conduct violates institutional standards. Students shall not be forced to present self-incriminating evidence; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The Student Organization Conduct process is not a criminal or

judicial proceeding and is designed to address registered student organization behavior as outlined in the Principles of Group Responsibility, above; therefore, alleged violations of the Organizational Rules of Conduct will be addressed independently of any penalty imposed by the courts for the criminal offense.

**(7) Student Organizational Conduct Records**

- (a) Maintenance of Records. A registered student organizations conduct case record will be maintained in the Office of Student Conduct. The case record of a registered student organization found responsible for charge(s) against them, with sanctions less than organizational suspension or revocation, will generally be maintained in the Office of Student Conduct for seven years from the calendar year of record, after which they are destroyed. The case record of a registered student organization that has been suspended or whose registration has been revoked will be permanently maintained by the Office of Student Conduct.
- (b) Release of Records. The release of registered student organization disciplinary records will be governed by applicable federal and state laws regarding the privacy of educational records.

*Authority: BOG Regulations 1.001 and 6.0105. History – New 10-16-09. Amended 7-19-12, 9-3-13, 10-29-15, 7-28-16, \_\_\_\_\_17.*

## Attachment G

**UCF-5.012 Organizational Rules of Conduct**

Registered Sstudent organizations are expected to abide by these Organizational Rules of Conduct, and administrators and faculty are expected to enforce them. These rules should be read broadly and are not intended to define prohibited conduct in exhaustive terms. These rules may be revised during the year; announcements will be made on adoption of changes or additions. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida, including when students come together as registered student organizations. The Organizational Rules of Conduct, set out below, apply to registered student organization conduct and will not be used to impose discipline for the lawful expression of ideas. The following is a non-exhaustive list of prohibited conduct for which disciplinary action may be taken at the University of Central Florida. The following offenses, or the aiding, assisting, condoning, or attempting to commit these offenses, constitute violations of the Organizational Rules of Conduct.

## (1) Theft, Disregard for Property

- (a) Malicious or unwarranted damage or destruction of another's property;
- (b) Taking, attempting to take, or keeping in its possession property or services not belonging to the registered student organization.
- (c) Misuse or mishandling of organizational funds by any officer, member, or other individual.

## (2) Possessing and/or Providing False and Misleading Information and/or Falsification of University Records

- (a) Withholding related information, or furnishing false, misleading, incomplete, or incorrect information (oral or written) to University officials, non-university law enforcement officers, faculty or staff.
- (b) Possession, use or attempted use of any form of fraudulent identification.
- (c) Forgery, alteration or misuse of any University document, material, file, record or instrument of identification.
- (d) Deliberately and purposefully providing false or misleading verbal or written information about another person.

- (e) Falsification, distortion, or misrepresentation of information during an investigation, the student conduct review process, including knowingly initiating a false complaint

(3) Disruptive Conduct

- (a) Any act that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the University or any part thereof or the rights of one or more individuals.
- (b) Obstructing the free movement of other students around the campus, interfering with the use of University facilities, preventing the normal operation of the University; or conducting any event that interferes with the normal progress of academic events on campus.
- (c) Engaging in obscene or indecent conduct.
- (d) Failure to comply with the administrative policies as enacted by the University.
- (e) Failure to comply with the directions of University officials or authorized agents acting in the performance of their duties. Registered Sstudent organization officers and members shall comply with all directions or requests of University officials, University police officers or authorized agents in a timely manner.
- (f) Hindering or interfering with the Organizational Conduct Review Process by failing to obey the notice from a university official to appear for a student conduct meeting or hearing and/or attempting to discourage an individual's proper participating in, or use of, the Organizational Conduct Review Process.
- ~~(g) — Failure to comply with the student organization's constitution.~~
- ~~(gh)~~ Participating in any event with a registered student organization that is currently on disciplinary probation (with restrictive conditions), has been suspended, or has had their UCF registration revoked.

(4) Harmful Behavior

- (a) Physical violence towards another person or group.
- (b) Discrimantory Harassment: Defined as verbal, physical, electronic, or other conduct ~~(including written or electronic communication)~~ based on a protected category (such as race, color, religion, national origin, et al.) which, due to the

severity and pervasiveness of the conduct and its targeted nature on the basis of a protected category, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive educational or work environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's schooling or employment with the University. Harassment under this provision is conduct ~~(verbal or physical behavior)~~ that would constitute harassment under federal or state civil rights laws or under University Regulation UCF-3.001 and Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy.

- (c) Bullying: Defined as behavior of any sort (including communicative behavior) directed at another, that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person or group in the target's position substantial emotional distress and undermine his or her ability to work, study, or participate in University life or regular activities, or which would place a reasonable person in fear of injury or death.
  - (d) Verbal, digital, or written abuse, threats, intimidation, coercion and/or other conduct that endangers the health, safety or well-being of another person or group, or which would place a reasonable person in fear of bodily injury or death. This definition, however, shall not be interpreted to abridge the rights of the University community to freedom of expression protected by the First Amendment of the United States Constitution and any other applicable law.
  - (e) Failure to respect the privacy of other individuals.
  - (f) Retaliation against or harassment of Complainant(s), other person(s) alleging misconduct, or anyone who participates in an investigation of harassment.
  - (g) Condoning or encouraging acts of harmful behavior as defined above or failing to intervene onstop an act of harmful behavior while it is occurring.
- (5) Sexual Misconduct and/or Interpersonal Violence
- (a) Nonconsensual Sexual Conduct - Any nonconsensual sexual contact which occurs on or off the UCF campus.
    - 1. ~~Sexual Contact includes but is not limited to the following behaviors:~~
      - a. ~~Touching, kissing, fondling (whether over or under clothing) of an individual for the purpose of sexual gratification; and/or~~

b. ~~contact, however slight, between the mouth, anus or sex organ of one individual with either the anus or sex organ of another individual; and/or~~

e. ~~contact, however slight, between the anus or sex organ of one individual and any other object.~~

12. Consent is an understandable exchange of affirmative words or actions which indicate a willingness to participate in mutually agreed upon sexual activity ~~or statement by an individual that is informed, freely given and mutually understood.~~ Consent cannot be obtained by force, threat, coercion, manipulation, reasonable fear of injury, intimidation, use of position of influence, or through the use of one's mental or physical helplessness or incapacity. The lack of a negative response, Lack of protest or resistance, silence, and passivity are is not consent. Silence is not consent. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Past consent to sexual activity does not imply ongoing further consent.

a. Responsibilities - It is the responsibility of the initiator to obtain consent at each stage of sexual involvement, each person involved in any sexual activity to ensure the consent of the other, or others, to engage in the sexual activity.

b. Standard - A determination of whether consent exists will be based on the information the initiator of the sexual act knew or should have known as a sober, reasonable person. Being impaired by alcohol or other drugs ~~intoxicated~~ does not relieve an initiator of a sexual act from obtaining consent.

c. Incapacitation - Incapacitation is a state where an individual cannot make rational, reasonable decisions because of mental or physical helplessness, sleep, unconsciousness, or lack of awareness that sexual activity is take is taking place. A person may be incapacitated due to the consumption of alcohol or other drugs, or due to a temporary or permanent physical or mental health condition. A person who is

~~incapacitated lacks the capacity to give consent because they cannot understand the fact, nature, or extent of the sexual interaction. If a person is mentally or physically incapacitated so that the person cannot understand the fact, nature, or extent of the sexual situation, there is no consent.~~

- ~~i. Incapacitation is a temporary or permanent state in which a person cannot make informed, rational judgments because the person lacks the physical or mental capacity to understand the nature or consequences of their words and/or conduct, and/or the person is unable to physically or verbally communicate consent.~~
- ~~ii. This includes but is not limited to conditions due to age, alcohol or drug consumption, being unconscious or asleep, or because of an intellectual or other disability that prevents the person from having the capacity to give consent.~~
- d. Duration of Consent - Consent must be ongoing throughout sexual activity, for each sexual act, and can be withdrawn at any time.
  - i. Within each sexual encounter, there may be separate individual sexual acts involved. Consent to one act by itself does not constitute consent to another act. If verbal consent is not given, ongoing active participation is required for consent.
  - ii. The existence of a dating or sexual relationship between the persons involved, or the fact of past sexual relations have occurred between the parties, is not an indicator of consent for any current or future sexual encounter.
  - iii. An individual who seeks to withdraw consent must communicate, through clear words or actions, a decision to cease the sexual activity. Once consent is withdrawn, the sexual activity must cease immediately.
- e. Scope of Consent - Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.

2. Sexual Contact – includes but is not limited to the following behaviors:
  - a. Touching, kissing, fondling (whether over or under clothing) of an individual for the purpose of sexual gratification; and/or
  - b. contact, however slight, between the mouth, anus or sex organ of one individual with either the anus or sex organ of another individual; and/or
  - c. contact, however slight, between the anus or sex organ of one individual and any other object.
- (b) Sexual Harassment: Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, or otherwise, when the conditions for Discriminatory Harassment as defined in 5.012(4)(b) are present. This is ~~conduct~~ that would constitute sexual harassment under federal or state civil rights laws or under University Regulation UCF-3.001. Sexual Harassment may include inappropriate touching, acts of sexual violence, suggestive comments and public display of pornographic or suggestive calendars, posters, or signs where such images are not connected to any academic purpose. A single incident of nonconsensual sexual contact (as defined above) may be sufficiently severe to constitute sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, or other harassment based on sex which, due to the severity and pervasiveness of the conduct and the targeted nature of the conduct on the basis of sex (including but not limited to sexual orientation, gender identity, gender expression and pregnancy), objectively prevents or impairs another person's full enjoyment of the educational benefits, employment, atmosphere, or opportunities provided as part of the University.
- (c) Gender-Based Harassment: Discriminatory harassment that is based on gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature, when the conditions for Discriminatory Harassment as defined in UCF-5.012(4)(b) are present.

- (~~de~~) Obscene or Indecent Behavior - Exposure of one's body in such a manner that another party reasonably could be offended or to display sexual behavior which another person reasonably finds offensive.
- (~~ed~~) Voyeurism - Trespass, spying, or eavesdropping for the purpose of sexual gratification.
- (~~fe~~) Solicitation of a Minor – soliciting sexual acts from a minor by oral, written, or electronic means.
- (~~gf~~) Child Pornography – possessing, producing or the dissemination of child pornography
- (~~hg~~) Stalking occurs when a person engages in a course of conduct directed at a specific person under circumstances that would cause a reasonable person to fear for the person's safety or the safety of others, or to experience substantial emotional distress. A "course of conduct" is two or more acts, including but not limited to acts in which a person directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about another person, or interferes with another person's property. Stalking includes "cyber-stalking," a particular form of stalking in which a person uses electronic media, such as the internet, social networks, blogs, phones, texts, or other similar devices or forms of contact. Stalking may include, but is not limited to: non-consensual communications (face to face, telephone, e-mail); threatening or obscene gestures; surveillance/following/pursuit; showing up outside the targeted individual's classroom or workplace; sending gifts and/or notes (romantic, bizarre, sinister, or perverted); and/or making threats.~~Stalking (sex-based): Repeated, unwanted conduct toward or contact with another person because of sex that creates fear for the person's safety or the safety of others, or causes an individual to suffer emotional distress. Such conduct is direct, indirect, or through a third party, using any type of action, method, or means. Cyber stalking is also included in this definition.~~
- (~~i~~) Sexual Exploitation: Sexual Exploitation is purposely or knowingly doing or attempting to do any of the following:

1. Recording or photographing private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts or buttocks) without consent;
2. Disseminating or posting images of private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts or buttocks) without consent;
3. Allowing third parties to observe private sexual activity from a hidden location (e.g., closet) or through electronic means (e.g., Skype or livestreaming of images);
4. Subjecting another person to human trafficking; or
5. Exposing another person to a sexually transmitted infection or virus without the other's knowledge.

(j*h*) Complicity: Complicity is any act taken with the purpose of aiding, facilitating, promoting or encouraging the commission of an act prohibited by the Organizational Rules of Conduct UCF-5.012(5). ~~Condoning or encouraging acts of sexual misconduct and/or interpersonal violence defined above or failing to stop an act of sexual misconduct and/or interpersonal violence while it is occurring are also violations of this policy.~~

(k*i*) Any attempted acts of sexual misconduct and/or interpersonal violence of the acts defined above are also violations of this policy.

(6) Alcohol Related Misconduct

- (a) Use and/or possession of alcoholic beverages, except as expressly permitted by law and University regulations/policies.
- (b) Sale and/or distribution of alcoholic beverages, except as expressly permitted by the law and University regulations/policies.
- (c) Furnishing or causing to be furnished any alcoholic beverage to any person under the legal drinking age.
- (d) Behavior under the influence of alcohol.
- (e) Furnishing or causing to be furnished any alcoholic beverage to any person in a state of noticeable intoxication.

- (f) Failure of a registered student organization to take all necessary steps to see that no person under the legal drinking age possesses alcoholic beverages at functions it sponsors or within any property or transportation it owns, operates, and/or rents.
- (g) Alcohol Emergencies- University Expectations for Registered Student Organizations. Registered ~~S~~student organizations may be eligible for exemptions from disciplinary action when a representative of an organization at a registered student organizational event calls for emergency assistance on behalf of a person experiencing an alcohol related emergency. Registered ~~S~~student organizations that seek medical assistance for alcohol emergencies may receive exemption for violations of the Organizational Rules of Conduct Section 6(a)-6(f) ~~subsections a through f~~; however, exemption for other Organizational Rule of Conduct violations may not be granted. Registered ~~S~~student organizations may be eligible for this exemption on a case by case basis at the discretion of the Director of the OSC ~~Office of Student Conduct~~. Additional information regarding alcohol emergencies can be found at the Office of Student Conduct website.

(7) Drug Related Misconduct

- (a) Unlawful ~~U~~use and/or possession of any narcotic or other controlled substances, and possession and/or use of drug paraphernalia, ~~except as expressly permitted by law~~.
- (b) Sale and/or distribution of any narcotic or other controlled substances, ~~except as expressly permitted by law~~.
- (c) Cultivation and/or manufacture of any narcotic or other controlled substances, ~~except as expressly permitted by law~~.
- (d) Attempt to obtain any narcotic or other controlled substances, except as expressly permitted by law.

(8) Unauthorized Entry. Unauthorized entry, attempted entry, or loitering in private or restricted areas that are owned and/or operated by the University.

(9) Gambling

- (a) Play or sponsor of an unlawful game of chance for money or for anything of value on University premises or at any affair sponsored by a registered student organization.

- (b) Unlawful sale, barter, or disposition of a voucher or any item for participation ticket, order, or any interest in a scheme of chance by whatever name on University premises or at any activity sponsored by a registered student organization
- (c) Wagering on a University team or organization in a competition, with or without intent to have a direct influence in the success of the competition

(10) Hazing- The University does not condone hazing in any form and defines hazing to include but not limited to:

- (a) Any action or situation which recklessly or intentionally endangers the mental or physical health and/or safety of a student for the purpose of initiation or admission into, or association with, any organization. Hazing may result in felony charges.
- (b) Brutality of a physical nature such as whipping, beating, branding, forced calisthenics, exposure to the elements; forced consumption of any food, liquor, liquid, drug, or other substances; or other forced elements; or other forced activity which could adversely affect the mental or physical health or safety of the individual.
- (c) Any activity that could subject the individual to mental or physical stress such as sleep deprivation, forced exclusion from social contact, forced contact which could result in embarrassment, or any other activity that could adversely affect the mental or physical health or dignity of the individual.
- (d) Forcing or requiring the violation of University policies, federal, state, or local law.
- (e) Any activity, as described above, upon which the initiation or admission into or association with a registered student organization may be directly or indirectly conditioned, shall be presumed to be a "forced" activity, the willingness of an individual to participate in such an activity notwithstanding.

(11) Outstanding Debt. Failure to pay on and off campus vendors in a timely manner. Groups shall not knowingly enter into purchase or rental agreements that are beyond the resources of the organization's ability to pay. The University will not cover outstanding debts of registered student organizations.

(12) Use of Facilities. Failure to comply with University regulations and procedures for campus events and/or use of campus facilities or grounds. Those individuals acting on behalf of an

organization that reserve facilities should check with the University department or office responsible for the facility to guarantee that all procedures have been followed.

(13) Fire Safety and Sanitation

- (a) Tampering with or damage to fire safety equipment.
- (b) Causing, condoning, or encouraging the creation of any situation involving incendiary or other chemicals or substances, explosives, or fire that reasonably may result in danger to another's person or property.
- (c) Possession or use of illegal fireworks, incendiary devices, or dangerous explosives.
- (d) Failure to properly maintain a registered student organization's facilities or property (or surrounding property) such that a potential danger to the health and safety of the occupants or members of the University and surrounding community is created.

(14) Advertising

- (a) Origination or circulation of any advertising media that contains matter that violates federal, state and/or local laws.
- (b) Origination or circulation of any advertising media containing false or misleading information.

(15) Solicitation and Fundraising. Failure to comply with applicable law and University regulations and procedures for solicitation and fundraising activities on campus.

(16) University Wordmark Violations. Unauthorized use of the University's name, abbreviation, trademarks or wordmarks, including the Pegasus, monograms, seal, or other graphic identity symbols. The phrases "UCF" or "University of Central Florida" (or some form thereof) cannot precede the title of the organization. This section refers to but is not limited to, the registered student organization's: domain name, web address, promotional materials, and uniforms/shirts.

(17) Academic Misconduct

- (a) Unauthorized academic assistance: Using or attempting to use unauthorized materials, information or study aids in any academic exercise unless specifically authorized by the instructor of record.
- (b) The unauthorized possession of examination or course related material.
- (c) Commercial Use of Academic Material: Selling of course material to another person, student, and/or uploading course material to a third party vendor without authorization or without the express written permission of the University and the

Instructor. Course materials include but are not limited to class notes, Instructor's power points, course syllabi, tests, quizzes, labs, instruction sheets, homework, study guides, handouts, etc.~~Selling notes, handouts, etc. without authorization or using them for any commercial purpose without the express written permission of the University and the Instructor.~~

(d) Knowingly helping any student violate academic behavior standards.

(18) Violation of Local, State, and/or Federal Laws. Violation of any local, state and/or federal law that may result in a felony or misdemeanor.

*Authority: BOG Regulations 1.001 and 6.0105. History – New 10-16-09, Amended 7-19-12, 9-3-13, 10-29-15, 7-28-16, \_\_\_\_\_17.*

## Attachment H

**UCF-5.013 Organization Conduct Review Process; Sanctions; Appeals**

## (1) Violation Reports

- (a) Alleged violations of the UCF Organizational Rules of Conduct shall be reported in writing to the Director of the OSC or designee. Incident reports can be submitted for information purposes only, for information purposes with the requirement that the registered student organization attend an academic integrity seminar, or to initiate the student conduct review process. Upon receiving an incident report, the Director of the OSC or designee may review relevant information and consult with relevant parties regarding the incident in question. ~~Where deemed necessary to protect~~~~In unusual cases, which dictate a decision for~~ the health and safety of any individual, the student body, or any part of the University or its community, the Director of the OSC or designee, upon notifying the VP of SDES or designee, may take immediate action to resolve the situation by placing the registered student organization on interim organizational suspension. Interim organizational suspension is not a sanction. Interim organizational suspension is preliminary in nature; it is in effect only until there is a resolution of the registered student organization conduct matter. Interim organizational suspension~~Such action~~ is subject to review at a hearing within ten (10) business days by the VP of SDES or designee to determine the status of the interim organizational suspension. The outcome of an interim organizational suspension hearing shall remain in effect until the final disposition of formal charges resulting from the circumstances of the case, unless the VP of SDES or designee shall decide otherwise.
- (b) The Director of the OSC will refer all information warranting disciplinary action and assign the case to the appropriate staff member~~to the Office of Student Conduct~~. The Office of Student Conduct will send written notification to the chief officer of the registered student organization at their UCF mailing address indicating the nature of the activity in question and what Organizational Rules of Conduct were allegedly violated. The chief officer of the registered student organization shall serve as the organization's representative in the organization conduct review process. ~~The student organization may not designate an advisor as their representative in the conduct review process.~~
- (c) Upon receipt of an incident report the Office of Student Conduct has six months to charge a registered student organization with a violation of the Organizational Rules of Conduct. The Office of Student Conduct may exercise discretion when applying the

time provision to account for circumstances that warrant a waiver of the six month time limit from the date the violation report was filed.

- (d) A registered student organization charged with alleged violations of the Organizational Rules of Conduct (see UCF-5.012) will receive notice to attend a mandatory preliminary conference with the Office of Student Conduct. If the registered student organization fails to attend the mandatory preliminary conference without providing a satisfactory reason for the absence, the registered student organization may be placed on immediate social probation until such time as the registered student organization completes the mandatory preliminary conference. During the mandatory preliminary conference the registered student organization will receive information regarding the Registered Student Organization Conduct Review Process, including the registered student organization's rights during the process; an opportunity to inspect and/or review the information known at the time charges were prepared and how to contact the Student Government Association Judicial Advisor. At the conclusion of the mandatory preliminary conference, one of the following will occur: case dismissal, mediation, informal hearing, or formal hearing.
- (e) Social probation includes but is not limited to the prohibition of the following: any on or off campus fundraisers, socials, intramural competitions, receptions, service projects, conferences, retreats, etc. The organization may also not be able to update its registration until such time that it appears before a hearing. Groups under social probation may gather at regularly scheduled business meetings.

(2) Options for Resolution of Disciplinary Charges

- (a) Case Dismissal: The Director of OSC or designee may dismiss a case if it is found to not have sufficient facts or evidence to substantiate the claim of misconduct or the misconduct is not a violation of the organizational rules of conduct.
- (b) Mediation: Depending on the nature and severity of the alleged violation, the Office of Student Conduct may recommend formal mediation through the Office of Student Rights and Responsibilities as an alternative to disciplinary action. The involved parties must each agree to mediation. Mediation is a confidential process where the parties voluntarily meet with an impartial mediator to communicate their concerns and needs to each other and to reach their own agreement on the resolution of the case. The participants in mediation are responsible for keeping their agreement or renegotiating

it, if necessary. In the event that the participants do not agree to mediate or mediate but do not reach a full and final resolution, the case will be referred back to the Office of Student Conduct for disciplinary action through an informal or a formal hearing. Breach of a mediated agreement may result in a follow up mediation session or the matter may be referred back through the conduct process at the discretion of the Office of Student Conduct.

(c) Informal Hearing: At the discretion of the Office of Student Conduct, violations found not to warrant a formal hearing may be referred to an informal hearing. At the informal hearing the charged registered student organization has the opportunity to meet with an Office of Student Conduct staff member and accept responsibility for the charges of violation of the Organizational Rules of Conduct. At the informal level the matter will be settled by the following outcomes: punitive sanction (warning, probation, or restrictive probation) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not settled informally, the case will be resolved through a formal hearing.

(d) Formal Hearing: If an alleged violation of the Organizational Rules of Conduct is not dismissed or otherwise resolved, then the Office of Student Conduct shall present in writing formal charges to the registered student organization. The charged registered student organization may request either a panel or administrative hearing. The charged registered student organization's hearing shall only be open to the charged registered student organization's chief officer, their advisor, the hearing body, witnesses (when called upon), a representative from the Office of Student Conduct, and a university staff member from an appropriate office (Office of Student Involvement, Office of Fraternity and Sorority Life, Recreation and Wellness Center, etc.).

(3) Formal Hearings. There are two types of formal hearings – panel hearings and administrative hearings.

(a) Panel Hearings.

1. A panel to consider an organizational case shall be comprised of members from the Office of Student Conduct Student Conduct Board. The panel shall consist of two (2) faculty and administrative staff members combined and two (2) student members that have been trained by the Office of Student Conduct to hear organizational cases. One panel member shall be selected by the Office of Student

Conduct to chair the hearing and report the proposed finding(s) and sanction(s), if any, to the Director of the OSC or designee.

2. At hearings conducted by a panel, an Office of Student Conduct staff member shall act as an advisor to the panel. The Director of the OSC shall receive the panel's proposed finding(s) as to "in violation" or "not in violation" of the Organizational Rules of Conduct and consider any sanctions proposed by the panel.
3. The Director of the OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding of "in violation," they may approve, mitigate or increase the sanctions proposed by the panel.
4. Any decision by the Director of the OSC or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

(b) Administrative Hearings

1. Administrative hearings shall be conducted by a faculty or staff member from the Student Conduct Board trained by the Office of Student Conduct to hear organizational cases. The charged registered student organization shall be informed of the hearing officer assigned to its case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The charged registered student organization shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a charged registered student organization has opted not to challenge the impartiality of a hearing officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
2. At hearings conducted by an administrative hearing officer, an Office of Student Conduct staff member shall act as an advisor to the administrative hearing officer. The Director of the OSC or designee shall receive the administrative hearing officer's proposed finding(s) as to "in violation" or "not in violation" of the Organizational Rules of Conduct, and consider any sanctions proposed by the administrative hearing officer.

3. The Director of the OSC or designee may accept the proposed finding(s) of “in violation” or “not in violation” or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.
  4. Any decision by the Director of the OSC or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (c) Conduct of Formal Hearings - the following is furnished as a guide to the events in a formal hearing. Please note that all formal hearing proceedings are recorded. The recording is part of the official record of the hearing and no other recordings are permitted.
1. Reading of charges.
  2. ~~Registered S~~Student organization response of “in violation” or “not in violation.”
  3. Presentation of information in support of the charges.
  4. Opening statement by the charged registered student organization.
  5. Questioning of the charged registered student organization by the hearing body.
  6. Presentation and questioning of witnesses in support of the charges.
  7. Presentation and questioning of witnesses by the charged registered student organization.
  8. Final questions of the charged student organization by the hearing body.
  9. Closing remarks by the charged registered student organization.
  10. Hearing is brought to a close.
  11. ~~Registered S~~Student organization is scheduled for a meeting to discuss the hearing panel’s proposed finding(s) and recommended sanction(s), if any.
- (d) Deliberations by the panel or the administrative hearing officer are not part of the hearing and are confidential. Deliberations occur after the closure of the hearing and are not recorded.
- (e) Case Record for Formal Hearing - The case record shall consist of the following items:
1. A copy of the formal charges in writing.
  2. A recording of the formal hearing.
  3. All staff memoranda submitted.

4. All items of physical or written documentation submitted, provided such items are not returned to a rightful owner. In that case, photographs or other facsimiles shall be made before return.
  5. The Director of the OSC's decision.
- (f) Student Conduct Board members for panel and administrative formal hearings are selected through an annual application and interview process with the exception of the justices from the Student Government Association Judicial Council. All Student Conduct Board members, including justices, receive annual training from the Office of Student Conduct. Student Conduct Board members who serve on hearings related to allegations of sex discrimination, including but not limited to relationship violence, sexual assault, sex harassment, and stalking receive additional training annually.
- (4) Registered Student Organization Rights during the Formal Conduct Review Process - The following rights shall be explained to the charged registered student organization before the commencement of a formal disciplinary hearing:
- (a) The charged registered student organization shall be afforded written notice, at least five (5) business days prior to a formal hearing, unless waived in writing. Written notice sent to the chief student officer of the charged registered student organization's electronic and/or physical address shall constitute full and adequate notice. Written notice shall include:
    1. The name of the organization, the chief student officer's name and organization's address, if applicable.
    2. Date, time and location of the formal hearing
    3. Alleged Organizational Rule of Conduct Violation(s) known at the time formal charges are prepared.
    4. Names of potential witnesses known at the time that formal charges are prepared.
    5. A description of any physical or written documentation known at the time charges are prepared.

Provided that the required notice stated above has been given to the registered student organization along with its representative(s) but a representative failed to attend a scheduled formal hearing without providing a satisfactory reason for the absence, the organization may be placed on immediate social probation until such time as the organization completes the formal hearing and any further steps in the conduct process.

The organization will also not be able to update its registration while on social probation.

- (b) The registered student organization may have at their own expense and initiative, an advisor present at the hearing. It is the registered student organization's responsibility to make appropriate arrangements for the advisor to attend the hearing, and the hearing shall not be delayed due to scheduling conflicts of the chosen advisor. The advisor may be present to advise the registered student organization but shall not speak for or present the case for the registered student organization or otherwise participate directly in the proceeding. A registered student organization may consult with their advisor at any time during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. A registered student organization's advisor must not be connected to the actual conduct case or a related case. In addition, an advisor may not serve as a witness. If the advisor does not adhere to their defined role in the student conduct review process, they may be removed from the hearing. The Office of Student Conduct shall maintain a list of impartial advisors and resources available to the registered student organization.
- (c) All hearings shall be conducted on the basis that the charged registered student organization is not in violation until the preponderance of evidence proves otherwise. At a student conduct organizational hearing, the technical rules of evidence applicable to civil and criminal cases shall not apply. The burden of proof in a student conduct hearing is not on the registered student organization charged with a violation of the Organizational Rules of Conduct.
- (d) The registered student organization's chief officer may inspect any information presented in support of the charges. Information may be presented in support of the charged student organization.
- (e) The university cannot compel any person servicing as a witness to attend a registered student organizational hearing. However, all parties to a registered student organizational conduct hearing may arrange for witnesses to voluntarily present relevant information during the proceeding. Pertinent information may be accepted as information for consideration by the person or body conducting the registered student organizational formal hearing. The registered student organization may hear and

question adverse witnesses who testify at the registered student organizational formal hearing.

- (f) The registered student organization shall not be forced to present information that incriminates its individual members; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal prosecution.
- (g) The proposed finding(s), as well as the Director of the OSC's determination, of "in violation" or "not in violation" on the charges shall be based solely on the information presented at the registered student organizational formal hearing.
- (h) ~~Only if Should~~ the proposed finding(s) of the hearing body ~~is be~~ that the registered organization is in violation, will prior conduct history ~~that has occurred within three academic years of the incident will then~~ be reviewed and potentially may affect the proposed sanctionings.
- (i) The final decision shall be furnished in writing to the registered student organization within fourteen (14) business days following the hearing (the deadline can be extended by mutual agreement of the charged registered student organization and the Director of the OSC or designee).
- (j) The registered student organization's registration status shall remain unchanged pending the University's final decision in the matter except in cases where the VP of SDES or designee determines that the safety, health, or general welfare of any individual, or any part of the University may be involved.

(5) Additional Procedures in Cases of Sexual Misconduct and/or Interpersonal Violence. Where a registered student organization is charged with sexual misconduct and/or interpersonal violence, the procedures outlined in UCF-5.006(9)(f) will apply in addition to the procedures of the ~~s~~Student ~~e~~Conduct ~~r~~Review ~~p~~Process.

(6) Sanctions for Registered Student Organizations

- (a) ~~Organizational Disciplinary~~ Warning: An official warning that the organization's behavior is in violation of the Organizational Rules of Conduct and that if the organization is subsequently found in violation of a rule, subsequent action may be more severe.
- (b) ~~Organizational Disciplinary~~ Probation: A period of time during which any further violation of the Organizational Rules of Conduct puts the registered student organization's status with the University in jeopardy. Restrictive conditions may also

be imposed as part of disciplinary probation and will vary according to the severity of the offense. Restrictive conditions may include barring or limiting some or all of the organization's activities and/or privileges (including, but not limited to: social activities; intramural competition; organizational competition; Homecoming; eligibility to receive any University award or honorary recognition; privilege to occupy a position of leadership or responsibility in any University registered student organization governing body, publication, or activity; or ability to represent the University in an official capacity or position). If a registered student organization is found “in violation” for another violation of the Organizational Rules of Conduct while on organizational disciplinary probation, more severe sanctions may be imposed.

- (c) Organizational Deferred Suspension – Organizational deferred suspension is used for offenses found serious enough to warrant organizational suspension, but where the specific circumstances of the case mitigate the offense or for repeated offenses of a less serious nature. Organizational deferred suspension is a designated period of time during which a registered student organization is given the opportunity to demonstrate the ability to abide by the community’s expectations of behavior articulated in the Organizational Rules of Conduct. During an organizational deferred suspension, the registered student organization will be officially suspended from the university, but the organizational suspension will be deferred, meaning that the registered student organization may continue to operate with sanction-specific restrictions. Organizational suspension will be automatically enforced should the registered student organization fail to complete any of the assigned sanctions by the deadline and/or for any subsequent violation of the Organizational Rules of Conduct unless the Director of the OSC determines otherwise in exceptional circumstances. If the registered student organization is found in violation for any subsequent violation of the Organizational Rules of Conduct, the registered student organization will be automatically suspended for a minimum of two (2) semesters in addition to any educational sanctions imposed for the subsequent violation. Registered student organizations on organizational deferred suspension may be limited in their abilities to represent the university in intramural sporting events, extracurricular activities, or official functions. The duration of any organizational deferred suspension period and the specific restrictions imposed will be determined by the OSC on a case-by-case basis.

- (de) Organizational Suspension: While on organizational suspension the registered student organization loses its University recognition and/or registration for a temporary period of time. While an organization is suspended, it may not use University resources or participate as an organization in any University activities or events.
- (ed) Revocation of UCF Registration: Permanent severance of the organization's relationship with UCF.
- (fe) Recommendation for Charter Revocation: An official request to a national office that the local chapter's charter be revoked.
- (gf) Educational Sanctions: In conjunction with any sanction listed above, a registered student organization found to have been in violation of any of the Organizational Rules of Conduct will be assigned educational sanctions that are proportional to the violation such as, but not limited to: reflective/research papers, classes/seminars, community service, restitution, interviews, etc. If a registered student organization has any outstanding educational sanctions at the conclusion of organizationaldisciplinary probation or organizational suspension, the organizationaldisciplinary probation or organizational suspension will remain in effect pending completion of the educational sanctions.

(7) Appeal within the Registered Student Organization Review Process

- (a) A student organization found in violation as a result of a hearing may appeal the finding(s) and sanction(s) imposed. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date the registered student organization was notified of the decision by the Director of the OSC.
- (b) Registered Student organizations may appeal the finding(s) and sanction(s) imposed on the basis of one or more of the following:
  1. Irregularities in fairness and stated procedures of the hearing that substantially affected the outcome of the hearing.
  2. Discovery of new and significant information that would be likely to change the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
  3. The sanction(s) are extraordinarily disproportionate to the violation(s).

- (c) On the appeal form, the registered student organization must state the reason(s) for appeal, the supporting facts, and the recommended solution. This is not a re-hearing of the conduct case. An appeal cannot be filed simply because a registered student organization is dissatisfied with the decision. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of an appeal.
  - (d) The Appellate Officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision and sanction(s), or do one of the following:
    - 1. If the registered student organization alleges that the sanction was disproportionate to the violation(s) and the appellate officer finds the sanction to be disproportionate, the appellate officer may reduce the sanction; or.
    - 2. If the registered student organization alleges that there was a defect in procedure or new information was presented which was sufficiently substantial to have affected the outcome and the appellate officer agrees, the appellate officer will order a new hearing.
  - (e) The registered student organization shall receive a written decision to the appeal. There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time. Decisions of the VP of SDES or designee reflect final agency action.
  - (f) Any decision by Appellate Officer to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
  - (g) If the Appellate Officer upholds the original findings, the effective date of any disciplinary sanction(s) imposed will revert back to the date of the Director of OSC's final decision letter.
- (8) Community ReEngagement and Educational Development (CREED) Program
- (a) Upon completion of one semester of the organizational disciplinary probation ~~or disciplinary suspension (not applicable for one semester probation or suspensions)~~ and upon completion of all educational sanctions/requirements, a registered student organization has the opportunity to request modification of their

- ~~organizational disciplinary~~ probation ~~or suspension~~ status through the Community ReEngagement and Educational Development (CREED) Program.
- (b) Requests must be submitted to the Director of the OSC or designee via an online Student Organization CREED Program Submission form that can be found at <http://www.osc.sdes.ucf.edu>. This request may only be submitted once a semester.
  - (c) The CREED Program is designed for registered student organizations to have the opportunity to demonstrate that in the period following a violation of the Organizational Rules of Conduct, they have taken steps to become productive and engaged members of the UCF community. Student organizations that simply fulfill the minimum requirements of their sanction(s) will not be eligible for the CREED Program.
  - (d) A CREED Program application should include information such as the following:
    - 1. Reflection Essay
    - 2. Faculty/Staff/Advisor (Academic or Organization) Letter of Recommendation
    - 3. Community Service
    - 4. Fraternity and Sorority Life (FSL) Letter of Support (*Greek Affiliated Student Organizations Only*)
    - 5. Proof of Counseling/Assessment (*If applicable*)
  - (e) Upon receipt of the CREED Program packet, the Director of the OSC or designee will review to determine whether or not the registered student organization meets the criteria for review. If the Director of the OSC or designee agrees that the registered student organizations request meets any or all of the above mentioned criteria, the registered student organization will be contacted within fourteen (14) business days to schedule a “CREED review meeting” with a committee appointed by the Director of the OSC or designee, comprised of faculty, staff and students.
  - (f) Prior to this meeting, the committee will have reviewed the packet and will prepare 10-15 questions to be addressed, as well as provide the opportunity to further discuss why the applying organization disciplinary probation or suspension status should be altered or terminated. No alterations shall be made to include new or increased sanctions. Should the committee feel that further information and/or documentation is necessary in order to render a recommendation, the review may be temporarily recessed. A time frame of not more than two (2) weeks will be given to the organization to produce

requested information and/or documentation. Upon receipt of the requested information and/or documentation, the committee will reconvene the review with the organization.

- (g) After the meeting, the committee will issue a recommendation to the Director of the OSC or designee. The Director of the OSC or designee will provide a decision to the registered student organization in writing within seven (7) business days of receiving the recommendation.
- (h) If the request is denied by the Director of the OSC or designee the decision shall include a concise and explicit written statement that explains the basis for that decision.
- (i) There is no appeal process for a Student Organization Disciplinary CREED Review meeting decision.

*Authority: BOG Regulations 1.001 and 6.0105. History - New 10-16-09, Amended 9-3-13, 10-29-15, 7-28-16, \_\_\_\_\_-17.*

Attachment I

**UCF-5.015 Student Academic Behavior Standards**

- (1) The Office of Undergraduate Studies, College of Graduate Studies, Registrar's Office, and the Office of Student Rights and Responsibilities will review this regulation periodically.
- (2) UCF is committed to a policy of honesty in academic affairs. Conduct that comprises a breach of this policy may result in academic action and/or disciplinary action. Academic action affects student assignments, examinations or grades. Disciplinary action could affect student enrollment status.
- (3) Academic misconduct includes but is not limited to cheating, plagiarism, assisting another in cheating or plagiarism, and commercial use of academic materials. Violations of academic misconduct at the undergraduate and graduate level are listed and defined in the Rules of Conduct (UCF-5.008)
- (4) Alleged violations of the UCF Rules of Conduct (Academic Misconduct) shall be reported in writing to the Director of the Office of Student Conduct (OSC) or designee. When an instructor becomes aware of an alleged violation of academic misconduct and before any action is taken, the instructor must document the alleged violation(s) through the Academic Misconduct Report Form (AMR), available at <http://osc.sdes.ucf.edu>. Upon receiving an alleged violation of academic misconduct, the Director of the OSC or designee may review relevant information and consult with relevant parties regarding the incident in question.
  - (a) The Director of the OSC will refer all information warranting disciplinary action to the ~~Office of Student Conduct~~ (OSC). The OSC will send notification to the student indicating the nature of the activity in question and what university rules were allegedly violated.
  - (b) Upon receipt of an AMR form the OSC has six months to charge a student with a violation of academic misconduct. The OSC may exercise discretion when applying the time provision to account for circumstances that warrant a waiver of the six month time limit from the date of discovery.
  - (c) Students charged with alleged violations of academic misconduct will receive notice to attend a required preliminary conference with the OSC to discuss the charges. If the student fails to attend the conference, a hold will be placed on the student's record, preventing them from registering for future classes until the matter is resolved. Students who leave the university or withdraw from a class

before a disciplinary matter is resolved may be prohibited from future enrollment until such time as the matter is resolved. The student will receive information regarding the student conduct review process, including the student's rights during the process, an opportunity to inspect and/or review the information known at the time charges are prepared, and notice of how to contact the impartial advisor. At the conclusion of the meeting, the OSC will recommend an option for resolution of the academic misconduct charges. These options are case dismissal, informal hearing, or academic formal hearing

(5) Options for Resolution of Academic Misconduct

- (a) Case Dismissal: The Director of the OSC or designee may dismiss a case if: the reported case fails to have sufficient facts or information to substantiate the claim of academic misconduct; or the reported violation is not seen to warrant punitive disciplinary action; or the reported behavior reported as academic misconduct is not a violation of the Rules of Conduct. An informal conference may be held where the student may be instructed to complete an educational requirement to demonstrate what was learned from the reported behavior. Upon successful completion of the educational requirement, the reported incident will be dismissed.
- (b) Informal Hearing: At the discretion of the OSC, violations found not to warrant a formal hearing may be referred to an informal hearing. At the informal hearing, the charged student has the opportunity to meet with an OSC staff member or designee and accept responsibility for the charges of violation of academic misconduct. At the informal hearing level the matter will be settled by the following outcomes: punitive sanction (disciplinary warning or disciplinary probation) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not resolved informally, the case will be resolved through a formal hearing. The outcomes from an informal hearing process (decision of responsibility and recommended sanctions) are final and are not eligible for appealed.
- (c) Formal Hearings: If an alleged violation of academic misconduct is not dismissed or otherwise resolved, then the OSC shall present in writing formal charges to the

student. The charged student's formal hearing shall be open only to the charged student/co-charged students involved in the same incident, selected advisor, witnesses (when called upon), and a representative from the OSC. Formal notification shall include:

1. The student's name and address.
  2. Date, time and location of the formal hearing.
  3. The rule(s) of conduct allegedly violated as known at the time formal charges were prepared.
  4. Names of potential witnesses known at the time formal charges were prepared.
  5. A description of any physical or written documentation known at the time charges were prepared.
- (d) Academic Integrity Formal Hearings: Students going through the Academic Integrity formal hearing process may elect an Administrative Academic Integrity Formal Hearing or a Panel Academic Integrity Formal Hearing.
1. Administrative Academic Integrity Formal Hearing
    - i. Administrative Academic Integrity formal hearings shall be conducted by one faculty ~~member randomly selected by the OSC~~ from the Student Conduct Board. The charged student shall be informed of the hearing officer assigned to the case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The student shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a student has opted not to challenge the impartiality of a hearing officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
    - ii. At hearings conducted by an administrative hearing officer, an OSC staff member shall act as an advisor to the administrative hearing officer. The Director of the OSC or designee shall receive the administrative hearing officer's proposed finding(s) as to "in

violation" or "not in violation" of the Rules of Conduct, and consider any punitive and/or educational sanctions proposed by the administrative hearing officer.

- iii. The Director of the OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of "in violation," they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.
  - iv. Any decision by the Director of the OSC or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
2. Academic Integrity Panel Hearings.
- i. A panel to consider an individual case shall be randomly selected by the OSC from the Student Conduct Board and shall consist of at least one (1) faculty member, one (1) additional faculty/ or administrative staff members, and two (2) student members. One panel member shall be selected by the OSC to chair the hearing and report the finding(s) and recommended sanctions, if any, to the Director of the OSC or designee.
  - ii. For panel hearings, an OSC staff member shall act as an advisor to the panel. The Director of the OSC or designee shall receive the panel's proposed finding(s) as to "in violation" or "not in violation" of the Rules of Conduct, and consider any punitive or educational sanctions proposed by the panel.
  - iii. The Director of the OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the Director of the OSC or designee accepts the proposed finding(s) of "in violation," they may approve, mitigate or increase the sanctions proposed by the panel.

- iv. Any decision by the Director of the OSC or designee to alter proposed sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.
- (e) Following the Academic Integrity Formal Hearing:
1. Undergraduate students found “in violation” will be prescribed punitive and educational conduct sanctions appropriate to the findings and recommendations of the academic integrity formal hearing. The OSC will report the hearing outcome from the academic integrity hearing back to the instructor, ~~and~~ department chair, ~~and college dean who will, with~~ In consultation with the college dean, the instructor and the department chair ~~will~~ determine if further course or academic ~~actions~~ sanctions should be imposed. If the undergraduate program recommends further course or action, the undergraduate program must notify OSC and Academic Services. Final results of the academic integrity formal hearing and/or course or program action must be made available to the student within fourteen (14) business days.
  2. Undergraduate students found “not in violation” will be notified within fourteen (14) business days. The OSC will report the findings back to the instructor, department chair, and college dean. Students may have ~~their~~ proposed course ~~or academic action~~ sanctions removed and the instructor may determine a new grade since no violation was found.
  3. For graduate students found “in violation”, the OSC notifies the instructor, Associate Dean of Graduate Studies, and the Dean of the Academic College in which the graduate ~~student~~ program resides. They will in turn notify the graduate program that a student was found in ~~in~~ violation and ask if the program wishes to invoke any program-level academic ~~actions~~ sanction(s). The student’s graduate program will determine if program ~~actions~~ sanctions ~~is~~ are necessary. If ~~they are~~ deemed necessary, recommendation of program ~~actions~~ sanction(s) will be made using the *Probation/Dismissal Form* and/or *Conditional Retention Plan*. This information will be forwarded to the College of Graduate Studies. The OSC will be notified if the graduate

program recommends additional program ~~actionsanctions~~. The results of any formal hearing and/or program action(s) should be available for the student within fourteen (14) business days.

4. Graduate students found “not in violation” of academic misconduct may have their proposed course ~~actionsanctions~~ removed and the instructor may determine a new grade since no violation was found.

(f) Appeals:

1. Undergraduate or graduate students found “in violation” as the result of an academic integrity formal hearing may appeal the finding(s) and sanction(s) imposed by the Director of the OSC. The appeal must be made in writing to the appellate officer (Provost or designee) within seven (7) business days after the date the student was notified of the decision by the Director of the OSC. Students may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
  - i. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.
  - ii. Discovery of new and significant information that could have affected the outcome of the hearing and ~~that which~~ was not known or could not reasonably have been discovered and/or presented at the time of the hearing.
  - iii. The sanction(s) are extraordinarily disproportionate to the violation(s).
2. The student shall receive a written decision to the appeal within twenty business days. ~~There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case, the information mentioned in the appeal, as well as the appellate officer’s appeal load at that particular time.~~ Decisions of the Provost or designee reflect final agency action.
3. Any decision by ~~the Decisions of~~ the Provost or designee to alter sanctions or return a case shall be accompanied by a concise and explicit written statement that explains the basis for that decision.

4. Undergraduate students may appeal program sanctions provided by the student's undergraduate program, per UCF-5.016. Graduate Students may appeal program sanctions provided by the student's graduate program, per UCF-5.017. Students found "in violation" for academic misconduct are not eligible for academic appeal regarding the final grade issued by the course of the reported violation.

(6) Z Designation for Undergraduate Student Academic Misconduct

- (a) A Z designation denotes a student was found "in violation" of academic misconduct while enrolled in a course. A Z designation does not affect a student's grade point average.
- (b) Z designations will remain on a student's transcript if:
  1. The student is found "in violation" of academic misconduct and the punitive sanction is suspension for one or more semesters or expulsion; or
  2. The student is found "in violation" of academic misconduct twice during their UCF academic career.
    - a. The punitive sanction received in either academic misconduct case has no bearing on the Z designation being permanently placed on the student's transcript.
    - b. A Z designation will be placed in association with both courses in which the student was found "in violation" of academic misconduct.
- (c) If a student is found "in violation" of academic misconduct a Z designation will be placed on their transcript in association with the final course letter grade recorded (ex. ZA, ZB, ZC, ZD, ZF).
- (d) A Z designation will be denoted on the student's transcript as a ZW if a student withdrew from the course prior to the conclusion of the conduct process and was subsequently found "in violation" of academic misconduct.
- (e) OSC will communicate with the Registrar's Office to have Z designations placed on student's transcript following the conclusion of the Conduct Review Process.
- (f) Students have the opportunity to improve the letter grade recorded in association with a course in which they were found "in violation" of academic misconduct

through the use of grade forgiveness. The Z designation however will still remain on the student's transcript.

- (g) A student can attempt to have a Z designation permanently removed through participating in the Community ReEngagement and Educational Development (CREED) Program.

*Authority: BOG Regulation 1.001. History – Formerly 6C7-5.0042, Amended 8-10-09, 9-4-12, 10-29-15, 7-28-16, \_\_\_\_\_-17..*

Attachment J

**UCF-5.016 Student Academic Appeals**

- (1) Scope. ~~This regulation shall apply to:~~
- (a) This regulation shall apply to Undergraduate and graduate student appeals of grades (typically limited to final grades) resulting from an instructor's:
    - 1. Alleged deviation from established and announced grading policy;
    - 2. Alleged errors in application of grading procedures; and
    - 3. Alleged lowering of grades for non-academic reasons, including discrimination.
  - ~~(b) The professional judgment exercised by an instructor in assigning a specific grade or in conducting a class is excluded from the provisions of this rule except as noted above.~~
  - (b) This regulation shall also apply to appeals of undergraduate program action, including termination from an undergraduate academic program.
  - (c) ~~This regulation does not apply to a~~ Appeals of graduate programs actions or decisions by a faculty member, program, or college, including termination from an academic program, ~~are discussed in the following section.~~ Appeals from such actions are discussed in and may only be brought under Regulation UCF-5.017.
- (2) General Policy. The following assumptions are adopted:
- (a) Students are entitled to a fair, timely, and open resolution of academic appeals.
  - (b) Faculty members and administrators are entitled to a fair, timely, and open forum in defense of their action.
  - (c) Students have access to published materials and student government representatives to help them become familiar with and understand procedures for handling academic appeals.
  - (d) Faculty members and administrators have access to published materials and University staff to help them be aware of and understand procedures to address academic appeals.
  - (e) Resolution of student academic appeals should be made as informally as possible.
  - (f) The University as an institution and its faculty are entitled to procedures that ensure the maintenance of academic standards.

- (g) The appropriate forum for discussion or alteration of academic matters is the academic unit responsible for these matters.

(3) Resolution of Student Appeals at Informal Level

- (a) Step 1: All student academic appeals of allegedly wrongful academic action(s) by an instructor or administrator shall first be brought to the attention of the person whose action is being appealed. (The instructor of the course or administrator whose action is being appealed will be referred to in this regulation as the Responding Party.) This action must be initiated within one semester of the alleged wrongful action or grade. The parties should attempt to resolve the problem in a timely and satisfactory manner. If dissatisfied with the decision of the Responding Party, or if that person is not available, the student must first continue to pursue an informal solution with the unit head, usually the chair or director of the unit.
- (b) Step 2: The unit head or supervisor, in consultation with the Responding Party, should make every effort to communicate with the student and resolve the problem. When classes are in session, this communication shall normally take place within 10 business days of the complaint being brought to the unit head or supervisor. Between semesters and during the summer term, this communication may be extended ten days into the new semester. The unit head or supervisor will provide the student with a written decision that includes reference to student academic appeals procedures.
  1. When the Responding Party is not available to discuss the problem, if at all possible, the resolution should wait until such time as the Responding Party can return to the campus, but not more than six months.
  2. If the unit head or college dean or designee determines that an emergency exists requiring that the problem be solved prior to the availability of the Responding Party (e.g. in a case of probable delayed graduation), the unit head or dean or designee shall make every reasonable effort to inform the Responding Party of the situation. The Responding Party may elect to

submit a written statement and/or to designate a replacement to aid in solving the problem.

3. If the Responding Party cannot be reached or does not designate a replacement, and the complaint must be dealt with promptly, then the unit head or dean or designee shall act on behalf of the Responding Party.

(4) Resolution of Student Academic Appeals at the College Level

- (a) Step 3: If not satisfied with the resolution of the complaint proposed by the unit head or supervisor, the student should consult with Student Government Association's Judicial Advisor or designee, who shall furnish advice to the student's rights and responsibilities with respect to this policy.
- (b) Step 4: Within 10 business days of receipt of the unit head's or supervisor's decision, if the student wishes to file a formal appeal, the student must contact the dean's office of the college in which the action occurred and schedule an appointment with the dean or a designee. That individual will informally review the student's concerns, counsel the student on his/her options, and explain the formal Student Academic Appeals process.
- (c) Step 5: If the student is not satisfied with the outcome of the consultation with the administrator, within 10 days of their meeting or conversation, the student may appeal in writing to the Student Academic Appeals Committee. This committee will determine the legitimacy of the awarded grade and/or the academic program action and if appropriate, suggest a resolution. The student's written appeal shall include the basis of the original complaint, the dates when the instructor, unit head, administrator, or supervisor, discussed the problem with the student, and the suggested resolution at that time.

(5) Composition of the Student Academic Appeals Committee

- (a) Each college shall establish a Student Academic Appeals Committee whenever required.
- (b) The committee shall be made up of at least three and no more than five tenure-earning or tenured faculty members and an equal number of students.
- (c) Student members shall be selected by the dean of the college or designee from a panel of no less than thirty (30) students. This panel shall be appointed by the

Vice President of Student Development and Enrollment Services from a list recommended for this purpose by the Student Body President.

- (d) Any member may be challenged for cause by either party. The validity of such challenges shall be decided by the Office of Student Rights and Responsibilities. If a challenge is upheld, the college dean or designee shall appoint a replacement from the college's tenured and tenure-earning faculty or the student panel.
- (e) The college dean or designee shall assemble the Student Academic Appeals Committee to conduct a formal review of the student academic appeal.

(6) Formal Review of a Student Academic Appeal

- (a) In conducting a formal review, the Student Academic Appeals Committee shall adhere to the following guidelines:
  1. The time limits specified in the following review procedure may be extended by mutual agreement of the parties.
  2. The committee shall not be officially convened to review the appeal until the Responding Party, or substitute/replacement, has received a copy of the appeal and has had at least 5 business days to submit, if desired, a response or additional information. The student will be provided with a copy of any material submitted by the Responding Party at least 5 business days before the committee meets to review the case.
  3. The committee should make every reasonable effort to meet for review of the case within 20 business days after receipt of the student's written appeal and any information provided by the Responding Party and/or unit head.
  4. The committee will function as an objective, fact finding body when examining all available and relevant information concerning the student's appeal of academic action by the Responding Party. Such information shall include the student's written appeal, written and/or oral information provided by the Responding Party, statements made by both parties before the committee, and any other information the committee may deem relevant.

5. The college dean or designee will convene the committee, establish procedural rules for conducting the meeting, serve as its chair, and will vote in the case of a tie. The meeting is not covered by Sunshine laws, and is thus closed to outside parties.
6. The student and Responding Party shall be invited to meet with the committee. Each shall be allowed adequate time to respond to the appeal and material as submitted, to answer any questions from committee members, and to present additional information needed to clarify the issues involved.
7. After meeting with both parties, the committee will deliberate and issue a decision by majority vote. The committee will first decide if the student has proven that there were grounds for the appeal, and second, if there were grounds, what resolution should be implemented. This decision may let the grade/action stand as is or change the grade/action. If the decision of the committee is to change the grade, only the faculty members on the committee will be involved in deciding what the change will be. ~~shall vote on the validity of the student's appeal and if appropriate, develop its recommendations.~~ The committee chair will ensure that the committee's majority opinion is recorded and forwarded to the college dean.

~~(b) — The college dean shall render a decision within 10 business days of the conclusion of the committee hearing. Copies of the committee's recommendations and the dean's decision shall be made available to both parties concerned, to the provost, and all other involved parties and departments.~~

(b) The college dean will provide copies of the panel's decision within 10 business days of the Student Academic Appeals Panel hearing to both parties concerned, to the Provost, and all other involved parties and departments.

(7) Final Appeal

- (a) Step 6: If dissatisfied with the college dean's decision, the student may, within 10 business days, file a written request for review with the dean of undergraduate studies or the dean of graduate studies (depending upon the classification of the student), stating the basis for review and the resolution sought by the student.

- (b) Acting as the University President's representative, the dean of undergraduate studies or the dean of graduate studies shall make a final decision on the matter within 10 business days of receipt of the student's request for review. Copies of the dean's written decision shall be sent to the student, the college dean, the chair, the Director of OSC, the Responding Party, and other involved parties.

*Authority: BOG Regulation 1.001. History—Formerly 6C7-5.00431, Amended 8-10-09, 9-4-12, 10-29-15, \_\_\_\_\_-17.*

Attachment K

**UCF-5.017 Appeals of Graduate Program Actions or Decisions**

(1) Review of Academic Performance.

- (a) The primary responsibility for monitoring a student's progress to degree rests with the degree program, although the College of Graduate Studies may also monitor a student's progress and take appropriate actions if performance standards as specified by the program and ~~u~~University are not maintained. Satisfactory progress to degree requires an ongoing evaluation of a student's performance in a program as indicated by satisfactory grades within courses, successful performance on program competency exams, progress in thesis and dissertation research, the maintenance of the standards of academic and professional integrity expected in a particular discipline or program, and any other measures of progress as customarily used in the program. Academic probation or even dismissal of the student from the program may occur when the individual is not making satisfactory progress to degree.
- (b) A degree program may also recommend dismissal if the student fails to maintain the standards of academic and professional integrity as well as competence necessary for the welfare of patients, clients, or others encountered in internships, externships, or other classes required by the degree program.
- (c) However, it is incumbent on the degree program to give the student an opportunity to discuss the pending action with the program director prior to making a recommendation of dismissal. The Dean and Vice Provost of the College of Graduate Studies has final authority over dismissal recommendations and will execute them accordingly. Once dismissed, a student may apply to UCF as a student in another degree program, or as a non-degree student who is prohibited from taking courses in the program from which he/she were dismissed. ~~However a~~ A dismissed student can only be reinstated to his/her previous degree program by either submitting a new application to the program with a new admissions decision, or through a formal grievance process. (See Grievance Procedures in following section).

(2) Grievance Procedures. Graduate students disputing a graduate program action (including the evaluation of their progress to degree), as described above, have several routes of appeal depending on the nature of the grievance.

- (a) In the appeal of a grade in a specific course (excluding thesis or dissertation courses) students are referred to Regulation UCF-5.016 for the appeals procedures.
- (b) For issues resulting from a failure to maintain academic behavior standards such as cheating, plagiarism, etc., students are referred to Regulation UCF 5.015 (and, as appropriate, student conduct review procedures).
- (c) Misconduct associated with research will follow procedures determined by the Office of Research and Commercialization.
- (d) All other grievances follow the Procedure for Other Grievances of Graduate Students as outlined below.

(3) Procedure for Other Grievances of Graduate Students. This procedure is intended for graduate students having complaints regarding specific actions or decisions by a faculty member, program or college, including termination from an academic program for reasons that are not covered in Section 2(a)-2(c) above. The graduate student should first discuss the matter within the academic unit of the grievance and attempt to resolve the grievance informally. If the informal resolution fails, the formal procedure is as follows:

- (a) The graduate student requesting consideration of a grievance, must state the nature of the grievance in writing to the graduate program director, within six months of the date of the occurrence of the aggrieved action. The statement should include a brief narrative of the grievance, the parties involved, and a statement of the remedy being requested.
- (b) Dependent on the nature of the grievance, the graduate program director will in ten business days following receipt of the grievance either make a recommendation about the grievance to the unit head or refer the grievance to the unit/ program graduate committee to examine the issue at their next scheduled meeting. The unit/program graduate committee may invite the aggrieved student and others having information about the case to attend the meeting and present information and arguments about the grievance. If so invited, the graduate

student can have a personal advisor at the meeting, but the advisor can only confer with the student and not participate in the committee meeting. The unit/ program graduate committee will make a recommendation about the grievance to the graduate program director.

- (c) The graduate program director will consider the input of the unit/ program graduate committee and make a recommendation to the unit head about the grievance. The unit head will then make a final decision about the grievance at the program/ unit level and inform the student of the decision within ten business days after receiving the recommendation from the graduate program director.
- (d) Should the graduate student disagree with the decision of the unit head, the student has ten business days to file a written appeal of the decision with the academic college graduate coordinator (or the Vice President for Research and Associate-Dean of the College of Graduate Studies in the case of interdisciplinary programs with no academic college assigned to oversight of the program). It is incumbent on the student to explain in the appeal why the unit/program decision is in error and should be reexamined. Dependent on the grievance, the academic college graduate coordinator will in ten business days following receipt of the appeal, either make a recommendation to the college dean about the grievance, or refer the grievance to the college graduate committee to examine the issue at their next scheduled meeting. The college graduate committee may invite the aggrieved student and others having information about the case to attend the meeting and present information about the grievance. If so invited, the graduate student can have a personal advisor at the committee meeting, but the advisor can only confer with the student and not participate in the committee meeting. The college graduate committee will make a recommendation about the grievance to the college graduate coordinator.
- (e) The academic college graduate coordinator after considering the input of the college graduate committee will make a recommendation to the college dean about the grievance. The college dean will then make the final decision about the grievance at the academic college level, and inform the student of the decision

within ten business days after receiving the recommendation from the college graduate coordinator.

- (f) Should the graduate student disagree with the decision of the academic college dean, the student has ten business days following receipt of the college decision to file a written appeal of the decision at the university-level with the Vice ~~President for Research~~ Provost and Dean of the College of Graduate Studies. It is incumbent on the student to explain in the appeal why the academic college decision is in error and should be reexamined. Dependent on the appeal, the Vice ~~President~~ Provost and Dean will within ten business days following receipt of the appeal either make a decision about the grievance or refer the appeal to the Appeals Subcommittee of the Graduate Council to examine the issue at a scheduled meeting. The Appeals Subcommittee may invite the aggrieved student as well as others having information about the grievance to attend and present information about the grievance. If so invited, the graduate student can have a personal advisor at the meeting, but the advisor can only confer with the student and not participate in the committee meeting. The Appeals Subcommittee will submit a recommendation to the Vice Provost and Dean concerning the grievance.
- (g) The Vice ~~President for Research~~ Provost and Dean of the College of Graduate Studies will consider the input of the Appeals Subcommittee of the Graduate Council and make a final decision about the grievance for the university. There is no appeal beyond the level of Vice ~~President~~ Provost and Dean as this person is vested with the final authority by the President of the University.

*Authority: BOG Regulation 1.001. History—Formerly 6C7-5.00431, New 7-20-09, Amended 7-19-12, \_\_\_\_\_-17.*

**ITEM: EP-6**

**EDUCATIONAL PROGRAMS COMMITTEE**  
University of Central Florida

**SUBJECT:** UCF 2017 Textbook and Instructional Materials Affordability Annual Report

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approval of the Textbook and Instructional Material Affordability Annual Report.

**BACKGROUND INFORMATION**

House Bill 7019 was passed during the 2016 Legislative Session and signed into law by Governor Scott on 04/14/2016 (Chapter 2016-236, Laws of Florida). An amendment to Section 1004.085 regarding textbook and instructional materials affordability requires each university to submit an annual report by September 30 of each year, beginning in 2016, to the Chancellor of the State University System. The report addresses the following:

- Required and recommended textbooks and instruction materials for general education courses;
  - Specific initiatives on the university designed to reduce the costs of textbooks and instructional materials; and
  - University policies for the posting of textbooks and instructional materials.
- 

**Supporting documentation:** Attachment A: Textbook and Instructional Materials Affordability Annual Report

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

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

Attachment A

**State University System of Florida  
Textbook and Instructional Materials Affordability  
Annual Report  
Statutory Due Date: September 30**

**University of Central Florida**

**Fall 2016, Spring 2017**

University Submitting Report	Semester(s) Reported*		
Date Approved by the University Board of Trustees	Signature of Chair, Board of Trustees	Date	
Signature of President	Date	Signature of Vice President for Academic Affairs	Date

**\*Report Fall and Spring data separately to allow for Fall to Fall semester comparison and Spring to Spring semester comparison.**

*Definitions:*

- *Wide cost variance is defined as a cost per course section of \$200 or more over the median cost of textbooks and instructional materials for the same course.*
- *High enrollment is defined as the top 10% of courses ordered by headcount enrollment.*

**1) Required and Recommended Textbooks and Instructional Materials for General Education Courses**

- a) Report on the course sections identified as wide cost variance and include the number of course sections within a course (*n*). An explanation may be provided for sections with wide cost variance (e.g. honors course, economics text for two courses).

*Methodology: Identify the average cost for textbooks and instructional materials for all course sections of a course. Exclude sections with Open Educational Resources (OER) or no required materials from wide cost variance analysis. Course sections with a cost of \$200 or more over the median cost are considered wide cost variance.*

- Required (Req) Textbooks and Instructional Materials
- Recommended (Rec) Textbooks and Instructional Materials

***RESPONSE:***

**To identify General Education Program (GEP) courses with wide cost variances, the University of Central Florida (UCF) calculated the average cost of textbooks across all sections of each GEP course where on average, the variance for any section is greater than \$200.**

*FALL 2016*

Prefix and Course Number	Course Title	Section	Total Number of Sections within Course	Req or Rec	Average Cost	Dollar Variance
<i>PHY 2048C</i>	<i>General Physics Using Calculus I</i>	<i>202</i>	<i>22</i>	<i>Req</i>	<i>\$112.98</i>	<i>\$312.03</i>

*Explanation:*

*PHY 2048C: Due to its unique structure, an individual faculty member selected course materials for PHY 2048 section 202. The course is offered as the first part of a two-semester calculus-based general physics course with the lab, offered primarily for student majoring in Physics and Engineering and pre-professional students who have the appropriate background in mathematics.*

*SPRING 2017*

Prefix and Course Number	Course Title	Section	Total Number of Sections within Course	Req or Rec	Average Cost	Dollar Variance

*Explanation: n/a*

- b) Describe the textbook and instructional materials selection process for general education courses with a wide cost variance among different sections of the same course.

**RESPONSE:**

**A Faculty Committee or Course Coordinator typically selects the textbooks and instructional materials for courses designated as GEP. In some cases, faculty members individually choose a textbook and/or instructional materials for a course, to best align with the intent of the programs for which the course is required.**

- c) Report the course title(s) and number of section(s) that do not require or recommend the purchase of a textbook(s) and/or instructional material(s).

**RESPONSE:**

The below list includes course sections that did not require or recommend the purchase of a textbook and/or instructional material. The below list does not include course sections that were not reported.

<i>FALL 2016</i>		<i>SPRING 2017</i>	
<b>Course Titles not Requiring or Recommending Purchase of Texts/Instructional Materials</b>	<b>Number of Sections</b>	<b>Course Titles not Requiring or Recommending Purchase of Texts/Instructional Materials</b>	<b>Number of Sections</b>
Biology 1 (BSC 2010C)	39	Biology I (BSC 2010C)	32
Introduction to Computers (CGS 1060C)	16	Introduction to Computers (CGS 1060C)	16
Computer Fundamentals for Business (CGS 2100C)	33	Computer Fundamentals for Business (CGS 2100C)	35
Chemistry Fundamentals I (CHM 2045C)	20	Chemistry Fundamentals I (CHM 2045C)	5
Principles of Chemistry (CHS 1440)	11	Composition II (ENC 1102)	5
Computer Science I (COP 3502C)	1	Principles of Macroeconomics (ECO 2013)	1
Composition II (ENC 1102)	1	Cinema Survey (FIL 1000)	1
Cinema Survey (FIL 1000)	2	History of Motion Pictures (FIL 2030)	2
History of Motion Pictures (FIL 2030)	2	Film History II (FIL 3037)	1
College Algebra (MAC 1105C)	2	Calculus with Analytical Geometry I (MAC 2311C)	2
Calculus with Analytical Geometry I (MAC 2311C)	3	Introduction to Philosophy (PHI 2010)	1
Introduction to Philosophy (PHI 2010)	3	Introduction to Philosophy Honors (PHI 2010H)	1
Basic Statistics Using Microsoft Excel (STA 1063C)	8	American National Government (POS 2041)	2

Principles of Statistics (STA 2014C)	20	Basic Statistics Using Microsoft Excel (STA 1063C)	9
Theatre Survey (THE 2000)	1	Principles of Statistics (STA 2014C)	20
Survey of Theatre for Majors (THE 2020)	1	General Physics Using Calculus I (PHY 2048C)	2

- d) What measures, if any, are being taken by the university to reduce wide cost variance among different sections of the same general education course?

**RESPONSE:**

To address cost variances, UCF will continue to educate faculty members on effective textbook affordability practices. For instance, the Faculty Enlight system provides instructors with an estimate of a student's cost of textbooks and instructional materials. This information enables faculty members to make conscious choices that will help students save money on the purchase of course materials.

Additionally, UCF will continue to partner with its bookstore, Barnes & Noble, to ensure innovative pricing options are available to students such as the NEW Price Match Program and the continuation of tiered rental programs.

- e) Describe the textbook and instructional materials selection process for general education high enrollment courses.

*Methodology: Order courses (course prefix/number) by headcount enrollment, excluding honors courses. The top 10% of courses are determined as high enrollment. Provide the number of courses (n) reported on.*

**RESPONSE:**

A Faculty Committee or Course Coordinator typically selects the textbooks and instructional materials for courses designated as GEP. In some cases, faculty members individually choose a textbook and/or instructional materials for a course, to best align with the intent of the programs for which the course is required.

**2) Specific Initiatives of the University Designed to Reduce the Costs of Textbooks and Instructional Materials for General Education Courses**

- a) Describe specific initiatives of the institution designed to reduce the costs of textbooks and instructional materials.

**RESPONSE:**

- **Price Match Program.** Students compare the cost of course materials at off-campus bookstores (e.g., BN.com, Amazon, and local bookstores). If they find course materials at a lower cost, the on-campus Barnes & Noble bookstore will match that price. This program is also more convenient for students; they don't need to wait for materials to ship or leave campus.

- **Rental Program.** Instead of purchasing course materials, students can rent new or used textbooks and course materials. On average, this option provides a cost savings of 80 percent or 71 percent respectively.
  - **Used Course Materials Option.** Instead of purchasing new course materials, students may select to buy previously used textbooks at a lower cost. Eighty-five percent of all textbook titles are available through this option.
  - **Digital Option.** Thirty-nine percent of textbooks are currently offered in a digital format.
- b) With implementation of the initiatives, has there been any reduction in cost of textbooks and instructional materials to the students? If there has been a reduction in cost, what is the average cost savings? Describe the average cost savings comparing fall semester to fall semester and spring semester to spring semester.

***RESPONSE:***

- **Price Match Program.** In the spring 2017 semester, produced an overall savings of \$22,344 for participating students.
  - **Rental Program.** Produced an overall cost savings of \$2,072,797 in 2015, \$2,209,120 in 2016, and \$2,500,00 in 2017. In the past three years, student participation in the rental program has increased from 54.6 percent in 2016 to 60 percent in 2017. Renting new textbooks provides a savings of 20-35 percent and renting used textbooks provides a savings of 55-60 percent.
  - **Used Course Materials Option.** On average, used textbooks cost 25 percent less than new ones.
  - **Digital Option.** Provide a cost savings of 60 percent, compared to paper textbooks.
- c) With implementation of the initiatives, describe any reduction in cost variance among different sections of the same general education course. Describe the reduction in cost variance comparing fall semester to fall semester and spring semester to spring semester.

***RESPONSE:***

Data on specific GEP course variations was not collected before the recent enacting of the new legislation. Since that time, data has been collected, but enough data has not been gathered to complete a comparison of year-over-year semesters.

**3) University Policies for the Posting of Textbooks and Instructional Materials**

- a) Describe policies implemented to ensure the posting of textbook and instructional materials for at least 95% of all courses and course sections 45 days before the first day of class. For course sections that require or recommend textbooks and/or instructional materials based on student

individual needs (e.g. audition/performance, directed independent study, research topic) that may miss the posting date, please reference these as exceptions in 3(d).

**RESPONSE:**

**UCF's Regulation 2.032 Textbook Adoption was amended on July 15, 2016, to align with the recently amended Section 1004.085 of the Florida Statute requiring textbook or instructional material to be placed on the bookstore website 45 days before the first day of class for each term. In support of this regulation the following practices are in place:**

- **One hundred days before the start of the next semester, faculty members will receive a communication from the bookstore informing them the textbook adoption system is open and reinforcing the following:**
    - **textbook affordability as a priority,**
    - **pricing options available to students,**
    - **benefits of timely adoption, and**
    - **textbook adoption deadline.**
  - **Subsequent communications, consisting of the "Courses Without Textbooks" list will be sent to deans, associate deans, department chairs, program directors, and administrative assistants 75, 60, and 45 days before the beginning of the term. This list illustrates courses within a specific college that have not reported.**
  - **Textbook adoption deadlines are also posted on the academic calendar.**
  - **Students can search for the required textbook or instructional material on a website that makes them aware of the "price match" program, rental options, and other affordable options. Website link:**  
*<http://ucf.bncollege.com/webapp/wcs/stores/servlet/TBWizardView?catalogId=10001&langId=-1&storeId=16552>.*
- b) Are the policies effective in meeting the reporting requirement? If not, what measures will be taken by the university to increase faculty and staff compliance for meeting the reporting requirement?

**RESPONSE:**

**While the implemented policies did not allow the university to reach a 95 percent adoption rate for fall 2016 and spring 2017, there has been an improvement. We are confident that this trend will continue into the next academic year.**

- c) Report the number of course sections and the total percentage of course sections that were able to meet the textbook and instructional materials posting deadline for the academic year. Note: A course section is in compliance if all textbooks and instructional materials in the course section have been entered by the deadline.

**RESPONSE:**

Year	Date	# of Courses	Percent	
2016	<i>Fall</i>			
	<i>Total</i>		<b>6264</b>	
	<i>Ist Day</i>	<b>8/22/2016</b>	<b>5684</b>	<b>91%</b>
	<i>45-Day</i>	<b>7/8/2016</b>	<b>4784</b>	<b>76%</b>
	<i>Spring</i>			
2017	<i>Total</i>		<b>6121</b>	
	<i>Ist Day</i>	<b>1/9/2017</b>	<b>5509</b>	<b>90%</b>
	<i>45-Day</i>	<b>11/4/2016</b>	<b>5448</b>	<b>89%</b>

- d) Report the number of course sections and the total percentage of course sections that were not able to meet the textbook and instructional materials posting deadline for the academic year. Provide an explanation as to why the course sections were not able to meet the posting deadline. Note: A course section is not considered in compliance if all textbooks and instructional materials in the course section were not entered by the deadline.

**RESPONSE:**

Year	Date	# of Courses	Percent	
2016	<i>Fall</i>			
	<i>Total</i>		<b>6264</b>	
	<i>Ist Day</i>	<b>8/22/2016</b>	<b>580</b>	<b>9%</b>
	<i>45-Day</i>	<b>7/8/2016</b>	<b>1480</b>	<b>24%</b>
2017	<i>Spring</i>			
	<i>Total</i>		<b>6121</b>	
	<i>Ist Day</i>	<b>1/9/2017</b>	<b>612</b>	<b>10%</b>
	<i>45-Day</i>	<b>11/4/2016</b>	<b>673</b>	<b>11%</b>

- e) Report the number of courses that received an exception to the reporting deadline. Provide a description of the exception(s).

**RESPONSE:**

One course received an exception to the reporting deadline, SYP 4420. This course was added after the textbook adoption deadline for spring 2017.

**ITEM: FF-13**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** 2017-18 College of Medicine Faculty Practice Plan Budget

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Recommend approval of the 2017-18 College of Medicine Faculty Practice Plan budget presented by the College of Medicine.

**BACKGROUND INFORMATION**

With approval and support from the Finance Committee and Board of Trustees, the College of Medicine's Faculty Practice Plan, UCF-Health, opened in November 2011.

The College of Medicine presents for approval the attached budget for 2017-18 showing revenues and expenses for the sixth year of operation of the Faculty Practice Plan.

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**Supporting documentation:** Attachment A: 2017-18 Faculty Practice Plan Operating Budget  
Attachment B: Faculty Practice Plan Five-year Operating Budget

**Prepared by:** Deborah C. German, Vice President for Medical Affairs and Dean of the College of Medicine  
David Noel, Associate Vice President for Administration and Finance for the College of Medicine  
Steven Omli, Director of Finance and Accounting for the College of Medicine

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

## Attachment A



## One-year Budget Summary

	<u>2018</u>
<b>Revenue</b>	<b>\$ 7,975,281</b>
<b>Expense</b>	
Non-Faculty Salary and Benefits	\$ 5,309,642
Operating Expenses	3,377,644
<b>Total Expense</b>	<b>8,687,286</b>
<b>Operating Loss</b>	<b>(712,005)</b>
Transfer From/(To)	712,005
<b>Net Cash Flow</b>	<b>\$0</b>

**Assumptions**

This budget supports and demonstrates the continuation of start-up, operating, and growth expenses for UCF-Health at the Quadrangle and Gateway buildings. The Quadrangle is a 22,000 square-foot facility located on University Boulevard, and Gateway is a 75,000 square-foot facility at Lake Nona. UCF will eventually occupy 25,000 square feet of the Gateway building, and Florida Hospital will occupy the remaining 50,000 square feet. The Gateway building is operating as a partnership with Florida Hospital to provide seamless and quality patient care to the community.

Clinical faculty salaries and benefits are funded in the college's operating budget. Excess revenues generated from practice operations will be returned to the college to support clinical faculty salaries as they become available.

Attachment B



Five-year Budget Summary

Accounts	Approved Budget	Projected Actual *	Budget			
	2017	2017	2018	2019	2020	2022
<b>Total Revenue</b>	\$ 5,915,910	\$ 3,848,605	\$ 7,975,281	\$ 14,205,443	\$ 18,913,554	\$ 22,156,855
<b>Expense</b>						
Non-Faculty Salary and Benefits	\$ 5,218,967	\$ 4,170,810	\$ 5,309,642	\$ 6,464,476	\$ 6,797,009	\$ 7,000,919
Operating Expenses	2,846,918	2,542,961	3,377,644	3,967,997	4,375,783	4,358,392
<b>Total Expense</b>	<b>8,065,885</b>	<b>6,713,771</b>	<b>8,687,286</b>	<b>10,432,473</b>	<b>11,172,792</b>	<b>11,359,311</b>
<b>Operating Income (Loss)</b>	<b>(2,149,975)</b>	<b>(2,865,166)</b>	<b>(712,005)</b>	<b>3,772,970</b>	<b>7,740,762</b>	<b>10,797,544</b>
<b>Faculty Salaries and Benefits</b>	4,663,129	2,980,974	5,614,619	9,014,925	9,543,655	9,785,200
<b>COM Support</b>	6,813,103	5,846,140	6,326,625	5,241,956	1,802,892	
<b>Net Cash Flow</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,012,344</b>

\* Based on ten months Actual. The projected 2016-17 expenses do not include approximately \$2 million of start-up costs for the expansion of the Gateway location.

**ITEM: FF-14**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** 2017-18 College of Medicine Self-insurance Program Budget

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Recommend approval of the 2017-18 Self-insurance Program budget presented by the College of Medicine.

**BACKGROUND INFORMATION**

With approval of the Finance Committee and Board of Trustees, the UCF College of Medicine Self-insurance Program was established July 1, 2009, to provide comprehensive professional and general liability protection in connection with delivery of health care services. The Self-insurance Program is operated by the UCF College of Medicine Self-insurance Program Council in accordance with section 10.001(1)(c)(4) of the Florida Board of Governors Regulations. To enhance economies of scale and expertise, the program is administered by the University of Florida Self-insurance Program.

Since 2009, the UCF Self-insurance Program has provided liability protection for clinical activities of the College of Medicine's faculty, students, and residents. In 2010, the Council approved the inclusion of health care providers from the Colleges of Nursing, College of Health and Public Affairs, and UCF Student Health. July 2014 saw the addition of Counseling and Psychology Services included in the program.

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**Supporting documentation:** Attachment A: 2017-18 Operating Budget  
Attachment B: Three-year Historical Trend

**Prepared by:** Deborah C. German, Vice President for Medical Affairs and  
Dean of the College of Medicine  
David Noel, Associate Vice President for Administration and  
Finance for the College of Medicine  
Steven Omli, Director of Finance and Accounting for the College of  
Medicine

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

## Attachment A

<b>University of Central Florida College of Medicine</b>	
<b>Self-insurance Program</b>	
<b><u>Proposed</u> Operating Budget</b>	
	<b><u>2017-18</u></b>
<b>OPERATING REVENUE</b>	
Assessments	\$ 773,959
<b>Total operating revenue</b>	<b>773,959</b>
<b>OPERATING EXPENSES</b>	
Annual premium contribution expense	\$ 494,516
Excess coverage premium expense	37,415
Clarity claims reporting system	5,833
<b>Total premium and loss expenses</b>	<b>537,764</b>
<b>Contracted services expense (UF Self-insurance Program)</b>	236,195
<b>Total operating expenses</b>	<b>773,959</b>
<b>Net Income (Loss) from Operations</b>	<b>\$0</b>

Note: The Self-insurance Program was capitalized in the amount of \$1,000,000 in 2010-11, 2011-12, and 2012-13 for a total of \$3,000,000.

### Terms Used

Assessments represents liability premiums funded from the respective covered colleges and health care providers out of their annual operating budgets. These assessments fund contributions for allocated liability risk, expense for excess coverage premiums, and contracted services expenses for management services provided by the University of Florida's Self-insurance Program.

Annual premium contribution expense represents the liability premiums paid into the UCF Self-insurance Program.

Excess coverage premium expense represents the additional coverage provided through the University of Florida's captive insurance company.

Contracted services expense represents services provided by the University of Florida's Self-insurance Program, including administration, training, risk management, and claims review and management.

## Attachment B

	Actual		Estimated
	2015-16	2016-17	2017-18
<b>Total Covered FTE:</b>	<b>218.45</b>	<b>346.00</b>	<b>365.00</b>
<b>Contributions</b>			
Annual Premium	\$ 108,113	\$ 492,525	\$ 494,516
Excess Coverage Premium	8,282	37,000	37,415
Clarity Claims Reporting System	5,000	5,833	5,833
Contracted Services (SIP Administration)	108,000	235,245	236,195
<b>Total Contributions:</b>	<b>\$ 229,395</b>	<b>\$ 770,603</b>	<b>\$ 773,959</b>
Contribution per Covered FTE	\$ 1,050	\$ 2,227	\$ 2,120

**ITEM: FF-15**

**University of Central Florida  
Board of Trustees**

**SUBJECT:** Amendments to University Regulation UCF-4.0293 Use of University Facilities

**DATE:** July 20, 2017

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**PROPOSED BOARD ACTION**

Approve the attached amendments to existing university regulation UCF-4.0293 Use of University Facilities.

**BACKGROUND INFORMATION**

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

Regulation UCF-4.0293 is being amended to update the procedures for using university facilities and to articulate more clearly limitations on outside individuals and entities who wish to use university facilities. New language concerning the use of amplified sound has been added. Descriptions of designated free assembly areas have been updated. Other provisions in the regulation are clarified and updated.

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**Supporting documentation:** Attachment A: Proposed University Regulation UCF-4.0293 (redline)

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

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

Attachment A

**UCF-4.0293 Use of University Facilities by the Campus Community; Campus Demonstrations and Other Outdoor Events; Limitations on Use of University Facilities by Non-University Organizations and Persons.**

(1) ~~Subject to the limitations of this and related regulations~~Except as limited by this or related regulations or as limited by applicable laws or University policies, University grounds may be used for demonstrations and other exercises of free speech and assembly by University and University-related organizations and persons. Such use must ~~be on a noninterference basis~~not interfere with the conduct of classes or other ~~University-normal~~ activities ~~of the University~~ and must not infringe on the rights of others~~s-members of the University community.~~ No person or organization may use University facilities or grounds for unlawful purposes or in a manner that violates the law. All general requirements for use of University buildings and grounds set forth in University Regulations UCF-4.029, UCF-4.0292, and UCF-4.0294 apply to uses of University grounds under this Regulation.

(2) It is the policy and practice of the University to limit use of University facilities by non-University organizations and persons. Provisions in this Regulation outline the limited use that non-University organizations and persons may make of University facilities. The rationale for this policy and practice is that the University, while it supports and encourages the exposure of its students and employees to a diverse and varied marketplace of ideas, however is dedicated first and foremost to the State of Florida's directive to educate its students and engage in research and other scholarly activities. The University is a responsible steward of its public funding – as such, the University must limit the use of University facilities when those uses do not support the mission of the University.

~~(23)~~ No campus buildings, other indoor facilities, or athletic or recreational facilities may be used by anyone for demonstrations, ~~or~~ assemblies, events, or other functions unless specifically permitted in writing by the campus authority specifically responsible for the building or facility sought to be used. Certain University facilities may be available for rent, in which case the user will be required to enter

into a facility use agreement or other formal arrangements with the University. The University reserves the right to charge fees on a differential basis depending on a number of factors, including but not limited to: nature of the use, size of expected crowd, presence of potentially hazardous items or activities, whether the user is directly associated with the University, whether the user is also an educational or governmental entity, and whether additional security or utilities will be required. See also University Regulation UCF-4.0294 for guidelines and restrictions on use of University facilities.

(43) University ~~organizations~~ and University-related organizations and persons may organize, conduct, or participate in demonstrations and other exercises of free speech and assembly on University grounds, except:

- (a) Grounds immediately adjacent to University residential facilities;
- (b) Grounds associated with the Burnett House;
- (c) Athletic and recreational fields, including any facilities operated by the Recreation and Wellness Center;
- (d) Grounds immediately adjacent to University buildings where such use could impair entrance to or exit from the building or interfere with activities within the buildings;
- (e) Grounds within 200 feet of the Creative School for Children;
- (f) Walkways and sidewalks on the Orlando campus within the boundaries of Gemini Boulevard (except to the extent approved for use as part of a parade or march reviewed through the SAFE process – see Regulation UCF-4.0292).

(45) Non-university organizations and persons may organize or conduct demonstrations and other exercises of free speech and assembly only as specifically permitted in this regulation and related regulations and policies. Non-university organizations and persons are limited to the locations identified in section (129) below for purposes of organizing and conducting demonstrations and other exercises of free speech and assembly on campus. Non-university organizations and persons may use

~~other~~ University facilities (other than those identified in section (12) below, if specifically sponsored by a University ~~organization~~ or University-related organization. Such sponsorship requires the University ~~organization~~ or University-related organization serving to serve as a sponsor and to be a participant in the activity of the non-University organization or persons, including being physically present throughout the activity or event.

(56) All organizations and persons that organize or conduct demonstrations and other exercises of free speech and assembly on University grounds, or otherwise conduct activities or events in University facilities, must abide by the general requirement that no such uses may interfere with, disrupt, or impede the normal operations of the University or otherwise interfere with or infringe on the rights of others. In order that demonstrations and other exercises of free speech and assembly not interfere with the operation of the University or the rights of others, any person or organization organizing, conducting, leading, or participating in a demonstration, assembly, or activity using University grounds or other facilities shall not:

- (a) obstruct vehicular, bicycle, pedestrian, or other traffic;
- (b) obstruct entrances or exits to buildings or driveways or impede entry to or exit from any building or parking lot or vehicular path;
- (c) interfere with educational or administrative activities inside or outside any building;
- (d) violate a law, rule, regulation, or ordinance;
- (e) ~~threaten passersby~~ make threatening utterances or gestures directed to a person or persons, which an objectively reasonable person would interpret as a serious expression of an intent to cause a present or future harm or to intimidate ~~with the intent of placing the victim in fear of bodily harm;~~ ~~or~~
- (f) use fighting words, which are those words that by their mere utterance inflict violence or would tend to incite a reasonable person to violence or other breach of the peace;

- (gf) obstruct, disrupt, or attempt to physically force the cancellation or continuance of a speaker;
- (h) create an objectively hostile environment for students or employees based on a protected category (race, color, national origin, sex, religion (including non-religion), age, disability, gender identity or expression, or sexual orientation) through speech or conduct that is so severe and pervasive that it objectively interferes with a student's or employee's abilities to benefit from or participate in educational or employment activities, benefits, or privileges;
- (ig) interfere with or disrupt scheduled University ceremonies or events;
- (jh) interfere with or disrupt ~~normal~~ University operations;
- (ki) damage property, including grass, shrubs, trees, or other landscaping; or
- (lj) utilize sound amplification, including bullhorns, except as set forth in paragraph (7) below.

(7) ~~approved in advance and within sound limits that will not disrupt normal University operations.~~ Amplified sound, including use of bullhorns, as part of demonstrations and other exercises of free speech and assembly on University grounds or in University facilities is not permitted, except as approved in advance by the official responsible for the particular grounds or facility being used or as set forth in this paragraph. Where amplified sound is permitted, it is permitted at limits specified in this paragraph or as specified by the official. Absent specific restrictions provided by University officials, the use of amplified sound may not exceed a limit of 70 decibels. Even where use of amplified sound is pre-approved, the University reserves the right to impose specific volume restrictions on the use after consideration of the potential impact of the use on the operations of the University. With regard to the free assembly areas identified in paragraph (12) below:

(a) the University does not permit amplified sound in the areas identified in (12)(b) and (12)(i); and

(b) the University permits amplified sound in the areas identified in (12)(a), (12)(c)-(h) as explained and limited in paragraph (7).

(68) If an event, demonstration, assembly, or other activity is disrupting, interfering with, or impeding normal—University operations or infringing on the rights of ~~other members of the University community~~other individuals (“disruptive action”) contrary to the requirements of this and related regulations, the President or one of his/her representative(s) may:

- (a) identify him/herself to the ~~demonstrators~~disrupters, giving name and official position;
- (b) inform the ~~demonstrators~~disrupters that they are in violation of the University policy and/or in violation of the law and specify the nature of the violation;
- (c) request that the violation cease (which could include relocation of the activity to avoid the ~~disruption~~disruptive action); and
- (d) in the event of non-compliance with this request, enlist the assistance of the University Police in restoring order and enforcing the law.

(79) In the event of disruptive action~~a disruption~~, the University Police have a responsibility to:

- (a) declare the activity, a event, demonstration, or assembly to be disruptive, disorderly, or in violation of law and request all participants to cease and desist and to disperse and clear the area or be subject to arrest and/or University disciplinary action;
- (b) arrest any participants observed to be in violation of the law; and
- (c) enlist the assistance of outside law enforcement agencies, if necessary.

(810) In the event of disruptive action, University employees and students involved in the demonstration, event, assembly or activity shall identify themselves by presenting appropriate documents such as ID cards when requested to do so by the police or by the President or his/her

designated representative. When requesting that persons identify themselves, the University representative making the request will identify him/herself verbally. ~~Demonstrators-Disrupters~~ not officially related to the University will be directed to leave the campus immediately or be subject to arrest for a violation of the law forbidding the disruption or interference with the administration or functions of an educational institution.

(~~911~~) The areas designated in paragraph (~~120~~) below may be used by University students and employees, University organizations, University-related organizations, or non-university organizations and persons on a space-available basis.

(~~120~~) Subject to requirements otherwise outlined in this regulation and in Regulations UCF-4.029, 4.0292, and 4.0294; and subject to requirements of the University regarding the assembly of large numbers of people, the use of sound amplification equipment, and maintenance of access to University facilities, the eight-nine areas listed below shall be deemed “Free Assembly Areas” for the conduct of political activity and other exercises of free speech. Sidewalks and paved walkways are not included as part of any “Free assembly area” and users may not extend their use of a free assembly area to sidewalks or paved walkways that form the border of a free assembly area. The Office of Student Involvement will maintain a map which highlights each of the free assembly areas on the main campus. Additional information regarding the Office of Student Involvement and the free assembly areas can be found through the “Use Your Voice” online resource at <http://osi.ucf.edu/useyourvoice/>.

- (a) The open grass area between the kiosk near Millican Hall and the ~~Math and Physies~~Mathematical Sciences Building as bounded by Apollo Circle and the ~~sidewalks-paved walkways~~ leading to the southwest entrance of the Mathematical Sciences ~~Math and Physies~~-Building.

- (b) The northwest portion of the grass area between the Student Union brick mall and the John T. Washington Center as to the west of the covered patio, bounded by Pegasus Circle to the northeast, the sidewalk leading to the patio the sidewalk of Aquarius Agora Dr. to the north, and the paved walkway leading to the covered patio of the Chick-fil-A. The grass area between the John T. Washington Center and the Student Union sidewalk as bounded on the west side by the Student Union loading dock and east side by the sidewalk crossing the brick mall near the entrance to the Student Union.
- (c) The triangle rectangle grass area formed bounded by the sidewalks paved walkway bordering the southnortheast side of Colbourn HallHoward Phillips Hall, the next paved walkway immediately northeast, and the paved walkway bisecting diagonally the grass area between the John T. Washington Center and Howard Phillips Hall, thenext John T. Washington Centerwalkway immediately south, and the sidewalk bisecting diagonally the grass area between John T. Washington Center and Howard Phillips Hall, the paved walkway immediately parallel to the paved walkway bordering the south side of Howard Phillips Hall, and the paved walkway bordering the southeast edge of this grass area.bordering the east face of the John C. Hitt Library.
- (d) The area behind-south of the Health and Public Affairs 2 building bordering bordered by the sidewalks paved walkways and road adjacent to the Engineering 2 buildingPegasus Drive.
- (e) TheA portion of the rectangular grass area on the east side of Memory Mall bordered by Parking Surface Lot D, Mercury Circle, the east paved sidewalkwalkway of Memory Mall, and Memory Mall lamppost marker MM 23.

- (f) ~~The grass area between the exits of the Student Union boardwalks (north and east) as bordered by Pegasus Circle on one side and a retention pond on the other side northwest of the Student Union bounded by Pegasus Circle and the north and east boardwalks, triangular grass area between the Memory Mall and Classroom I Building as bounded on the east side by the Memory Mall sidewalk paved walkway and on the north and south sides by the sidewalk paved walkway that leads from the Memory Mall to the northeast entrance to Classroom Building I.~~
- (fg) The open area southwest of the Convocation Center entrance bound by the West Plaza Drive sidewalk on the west and the Gemini Boulevard sidewalk to the south.
- (hg) At the Rosen College of Hospitality Management, the grass area north of, and adjacent to, the Rosen College Library bounded by the ~~sidewalks~~ paved walkways on the north, east, and west, and by the Library on the south.
- (ih) At the Rosen College of Hospitality Management, a portion of the great lawn directly adjacent to the UCF Rosen College shuttle stop bounded on two sides by the sidewalk paved walkway of the shuttle stop and the sidewalk paved walkway running north/south from the campus entrance gate.

(134) Non-university organizations and persons who intend to use the areas identified in paragraph (102) above must notify the university at least twenty-four hours in advance of the ~~assembly~~ proposed use. Notification must be provided in writing to the Office of Student Involvement. Notification must include: name of the non-university organization or person, contact information for the person or for a representative of the organization, date and time of intended use of university assembly area, general nature of use, and expected attendance at event. If the ~~event~~ proposed use qualifies as a potentially hazardous event, the documents provided to meet the requirements of Regulation UCF-4.0292 will suffice to notify the university of intent to use the identified assembly area, assuming the

documents properly identify the assembly area intended for use. Please note that forms and information for potentially hazardous events must be submitted at least 15 calendar days in advance of the proposed event. It is the responsibility of the event organizer to submit all required information sufficiently in advance of the event to allow for University review.

(1~~4~~2) Campus demonstrations or organized activities that will take the form of or involve a parade or a march and during which the participants will use or cross lanes of vehicular or pedestrian traffic ~~or march on campus~~ must follow the requirements of University Regulation ~~6C7UCF~~4.0292, "Potentially Hazardous Events." This is required so that necessary safety precautions can be taken, ~~particularly where the parade or march route will cross lanes of vehicular or pedestrian traffic.~~

*Authority: BOG Regulation 1.001. History—New 10-19-86, Amended 3-16-03, 8-15-07, 06-09-08, Formerly 6C7-4.0293; Amended 1-15-2010, \_\_\_\_\_-17.*

ITEM: NG-2

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT: Honorary Doctor of Public Service Degree for Leonard Williams**

**DATE: July 20, 2017**

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**PROPOSED BOARD ACTION**

Approval of an Honorary Doctor of Public Service degree for Leonard Williams.

**BACKGROUND INFORMATION**

See attached.

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**Supporting documentation: Letters of Nomination**

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

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



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees**

P.O. Box 160002  
Orlando, FL 32816-0002

June 28, 2017

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

Dear Chair Yeargin:

I endorse the nomination made by Chair *Emeritus* Rick Walsh for Leonard Williams to be awarded an Honorary Doctor in Public Service degree from UCF.

The many contributions Mr. Williams has made to the state, to Central Florida, and to UCF eminently qualify him for this distinction.

Cordially yours,

A handwritten signature in black ink that reads "John C. Hitt". The signature is written in a cursive, flowing style.

John C. Hitt  
President



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees**

P.O. Box 160002  
Orlando, FL 32816-0002

June 28, 2017

Dr. Foard Jones, Chair  
Commencement, Convocation, and Recognition Committee  
College of Business Administration  
University of Central Florida  
Orlando, FL 32816

Dear Foard:

I endorse the nomination made by Chair *Emeritus* Rick Walsh for Leonard Williams to be awarded an Honorary Doctor in Public Service degree from UCF.

It is indeed an honor to endorse this nomination for Mr. Williams. Please consider recognizing him for his service to UCF and the community by approving him for an honorary doctorate in public service. His numerous achievements and contributions merit this distinction.

Cordially yours,

A handwritten signature in black ink that reads 'John C. Hitt'. The signature is written in a cursive style with a large, looping 'J'.

John C. Hitt  
President



Dear John;

RICHARD J. WALSH  
CHAIRMAN/CEO

I would like to enthusiastically support awarding an honorary doctorate for my dear friend Leonard Williams. Leonard, Marjorie, the Williams family and his leadership of both the Williams and Wayne Densch charitable Foundations, have been extraordinary supporters of key cultural, social and educational organizations throughout the region for many years.

The support he has so generously shared with our university includes athletic performance, leadership, business and life skills which have all enjoyed his investment and support in our alma mater.

Leonard is the perfect example of successful business and community leader who built not just one, but two extremely successful businesses in his career (Tom's and the Williams Distributorship). I consider him to be one of our state's leading business leaders; he has been a mentor and colleague for me, and his support and generosity building careers in his growing businesses, show clearly and succinctly the breath of his success in virtually everything he built over a lifetime of work.

Leonard has spent most of that lifetime in our community. The list of his personal and business generosity and investments is long. It includes significant gifts to the arts, education, Boys and Girls Clubs, Youth organizations, law enforcement, our Zoo, animal protection, the environment, sports teams, the Boy Scouts, UCF and other organizations too numerous to list.

On a personal note I would like to single out a specific investment in building UCF's Athletic Leadership Facility open to all student athletes throughout their college career, as an example of his foresight and personal commitment to build an exemplary

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Telephone: 407-849-7119 Email: Rwalsh@knobhillgroup.com

university and the communities which one day will welcome these extraordinary students into their communities.

Both the Williams Family and Densch Foundation almost single-handedly built a place where athletes enhance their academic experience for life, during and well after sports careers. This very special facility with the emphasis on building character, integrity and personal life preparation, will make our student athletes leaders in the communities where they choose to live. A successful student with a successful life is the goal of his generosity and we are beginning to see the impact on the reputation of UCF already.

There is no higher endorsement I can give than I give to Leonard. His character, integrity, business acumen, personal and professional generosity, and his personal commitment to community and investing in our university is unique and above reproach.

Please give every consideration to awarding an Honorary Doctorate for my dear friend and adopted UCF supporter– Leonard Williams. He is an extraordinary man and I would be proud to call him an Honorary Knight.

Thank you.



Rick Walsh

ITEM: INFO-3

University of Central Florida  
BOARD OF TRUSTEES

SUBJECT: Board Committee and Direct Support Organization Assignments

DATE: June 20, 2017

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**PROPOSED BOARD ACTION:**

Information only.

**BACKGROUND INFORMATION:**

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

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Supporting documentation: Attachment A: University of Central Florida Board of Trustees Committee and Direct Support Organization Assignments

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

Submitted by: Marcos Marchena, Chairman, Board of Trustees

**University of Central Florida  
Board of Trustees  
Committee Assignments  
and  
Direct Support Organization Assignments  
June 2017**

<u>Advancement</u>	<u>Audit and Compliance</u>	<u>Compensation and Labor</u>	<u>Educational Programs</u>
<p>Minimum of five members</p> <p>Development and alumni relations, public and governmental relations, marketing, communications, and admissions</p>	<p>Minimum of three members</p> <p>Financial practices and management, internal controls, and standards of conduct for university and affiliates</p>	<p>Minimum of three members</p> <p>Conduct periodic compensation and assessment reviews of the president and develop recommendations to the board for its consideration, review and approve discretionary compensation plans and deferred compensation plans, if any, for senior executives of the university, and oversee the collective bargaining responsibilities of the board</p>	<p>Minimum of five members</p> <p>Academic and student life, components of the university, athletics, and strategic planning</p>
<p>Clarence Brown, Chair Joseph Conte, Vice Chair Ken Bradley Nicholas Larkins Alex Martins</p> <p>Marcos Marchena (Ex Officio)</p> <p>Staff: Dan Holsenbeck Grant Heston Michael Morsberger</p>	<p>Beverly Seay, Chair Ken Bradley, Vice Chair William Self David Walsh William Yeargin</p> <p>Marcos Marchena (Ex Officio)</p> <p>Staff: Rhonda Bishop Robert Taft</p>	<p>John Sprouls, Chair David Walsh, Vice Chair Clarence Brown Joseph Conte John Lord</p> <p>Marcos Marchena (Ex Officio)</p> <p>Staff: Scott Cole Maureen Binder</p>	<p>Robert Garvy, Chair Beverly Seay, Vice Chair Ken Bradley Nicholas Larkins William Self</p> <p>Marcos Marchena (Ex Officio)</p> <p>Staff: A. Dale Whittaker</p>

<u>Finance and Facilities</u>	<u>Nominating and Governance</u>	<u>Strategic Planning</u>	<u>Direct Support Organizations</u>
<p>Minimum of five members</p> <p>Budget, finance and accounting, financial services, purchasing, business services, DSO oversight, human resources, environmental health and safety, facilities planning, landscape and natural resources, physical plant, police department, business services, and parking and transportation services</p>	<p>Minimum of five members</p> <p>Trustee assessment, trustee nominations, election procedures, presidential search procedures, and governance</p>	<p>Minimum of five members</p> <p>Provide support and guidance regarding strategic planning and the implementation of strategic plans</p>	<p>Academic Health—Joseph Conte Athletics—Marcos Marchena Convocation—Beverly Seay Finance—Alex Martins Foundation—Marcos Marchena Research Foundation—Joseph Conte Stadium—Robert Garvy</p>
<p>Alex Martins, Chair Robert Garvy, Vice Chair Nicholas Larkins William Self John Sprouls David Walsh William Yeargin</p>	<p>William Yeargin, Chair Alex Martins, Vice Chair John Lord Beverly Seay John Sprouls</p>	<p>Clarence Brown, Chair Joseph Conte, Vice Chair Robert Garvy Nicholas Larkins William Self</p>	<p><u>Other Boards</u></p> <p>Medical College—Clarence Brown</p>
<p>Marcos Marchena (Ex Officio)</p>	<p>Marcos Marchena (Ex Officio)</p>	<p>Marcos Marchena (Ex Officio)</p>	<p>M:Board of Trustees\BOT Committee Assignments June 23, 2017</p>
<p>Staff: William F. Merck II</p>	<p>Staff: Scott Cole</p>	<p>Staff: A. Dale Whitaker</p>	